



# DIRECT DEBIT REQUEST SERVICE AGREEMENT



Rev No: 007  
Rev Date: 16/3/2018

## Definitions

**Account** means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

**Service Agreement** means this Direct Debit Request Service Agreement between you and us.

**Business day** means a day other than a Saturday, Sunday or a public holiday listed throughout Australia.

**Debit day** means the day that payment by you to us is due.

**Debit payment** means a particular transaction where a debit is made.

**Direct Debit Request** means the Direct Debit Request between us and you.

**Us or we** means Shire of Campaspe you have authorised by signing a *Direct Debit Request*.

**You** means the customer who signed the Direct Debit Request.

**Your financial institution** is the financial institution where you hold the account that you have authorised us to arrange to debit.

## 1. Debiting your account

1.1 By signing a Direct Debit Request, you have authorised us to arrange for funds to be debited from your account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between us and you.

1.2 We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request.

1.3 If the debit day falls on a day that is not a business day, we will direct your financial institution to debit your account on the following business day.

1.4 If you are unsure about which day your account has or will be debited, you should ask your financial institution.

1.5 If no date has been advised in writing to stop the direct debit the scheduled amount will continue past the 30<sup>th</sup> June each year until the following year's charges are raised and the new amount is calculated.

## 2. Changes by us

2.1 We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least 7 days' written notice.

## 3. Changes by you

3.1 Subject to 3.2 and 3.3, you may change the arrangements under a Direct Debit Request by contacting us in writing. Email [shire@campaspe.vic.gov.au](mailto:shire@campaspe.vic.gov.au) or send to PO Box 35, Echuca 3564.

3.2 If you wish to stop or defer a debit payment you must notify us in writing at least 7 days before the next debit day. This notice should be given to us in the first instance.

3.3 You may also cancel your authority for us to debit your account at any time by giving us 7 days notice in writing before the next debit day. This should be given to us in the first instance.

## 4. Your obligations

4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the Direct Debit Request.

4.2 If there are insufficient clear funds in your account to meet a debit payment:

a. you may be charged a fee and/or interest by your financial institution;

b. you may also incur fees or charges imposed or incurred by us; and

c. you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.

4.3 You should check your account statement to verify that the amounts debited from your account are correct.



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- 4.4 If National Australia Bank Limited ABN 12 004 044 937 ("NAB") is liable to pay goods and services tax ("GST") on a supply made by the NAB in connection with this agreement, then you agree to pay the NAB on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.
- 4.5 You must notify us in writing 7 days before the debit date if your account is transferred or closed.
- 5. Dispute**
- 5.1 If you believe that there has been an error in debiting your account, you should notify us directly on 03 5481 2200 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.
- 5.2 If we conclude as a result of our investigations that your account has been incorrectly debited, we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
- 5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited, we will respond to your query by providing you with reasons and any evidence for this finding.
- 5.4 Any queries you may have about an error made in debiting your account, should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we can not resolve the matter, you can still refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.
- 6. Accounts**
- You should check:
- 6.1. With your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions;
- 6.2. Your account details which you have provided to us are correct by checking them against a recent account statement; and
- 6.3. With your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.
- 7. Confidentiality**
- 7.1 We will keep any information (including your account details) in your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about you, secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 7.2 We will only disclose information that we have about you:
- to the extent specifically required by law; or
  - for the purposes of this agreement (including disclosing information in connection with any query or claim).
- 8. Notice**
- 8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to Rates Department, Shire of Campaspe, PO Box 35, Echuca 3564. Include your Shire of Campaspe property/account number, name, address, a contact phone number and your signature.
- 8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the direct debit request.
- 8.3 Any notice will be deemed to have been received 2 business days after it is posted.
- 9. Privacy**
- The information used in this form will be used in accordance with the Privacy and Data Protection Act 2014 (Victoria). To view Council's privacy policy please go to Privacy and Data Protection Policy 81 at [www.campaspe.vic.gov.au](http://www.campaspe.vic.gov.au) or visit Council's office to view a copy of the policy.



# DIRECT DEBIT REQUEST (DDR) (Special Arrangement/Debtors)



Rev No: 003  
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|---|--|
| <b>Council Account References relating to DDR</b>   | Property No: _____<br>Property Address: _____<br>Account Code: _____ Account Type: _____   |
| <b>Request and Authority to debit the account named below to pay Shire of Campaspe</b>    |  |
| <b>Request and Authority to debit</b>   | Full Name(s) or Company Name (including ACN/ARBN/ABN) making the DDR Request:<br>_____<br>_____<br>Postal Address: _____<br>_____<br>Phone No. _____ Mobile: _____<br>Email: _____<br><p>hereby request and authorise the Shire of Campaspe – Direct Entry User ID 092351 to arrange for any amount the Shire of Campaspe may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below, subject to the terms and conditions of the Direct Debit Request Service Agreement (and any further instructions provided below).</p> |
| <b>Insert the name and address of financial institution at which bank account is held</b> | Financial Institution Name: _____<br>Branch Address: _____<br>_____  |
| <b>Insert details of bank account to be debited.<br/><br/>(No Credit Cards)</b>           | Bank Account Name: _____ (ie AB Smith)<br>BSB number: <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/><br>Account number: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>  |
| <b>Please tick (✓) Required Frequency of Direct Debit</b>                                 | I wish to enter into a special deduction arrangement of \$ _____<br><input type="checkbox"/> Weekly Deductions – Every Friday<br><input type="checkbox"/> Fortnightly Deductions – Every Second Set Friday (per dates set by us)<br><input type="checkbox"/> Monthly Deductions - 28 of Each Month<br>Direct Debit Start Date: ____ / ____ / ____ (Subject to Clause 1.3)  |
| <b>Acknowledgment and signature</b>   | By signing this Direct Debit Request, you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and the Shire of Campaspe as set out in this request and in your Direct Debit Request Service Agreement.<br>Signature: _____<br>(If signing for a company, sign and print full name and capacity for signing eg. Director).<br>Date: ____ / ____ / ____   |

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