

# Direct debit request

<b>Council account references relating to direct debit</b>	<b>Property ID no:</b> _____ <b>Property address:</b> _____ _____
<b>Request and authority to debit the account named below to pay Campaspe Shire Council</b>	
<b>Request and authority to debit</b>	<b>Full name(s) or company name making the direct debit:</b> _____ <b>Postal address:</b> _____ _____ <b>Phone no:</b> _____ <b>Mobile</b> _____ <b>Email:</b> _____ <p>hereby request and authorise the Campaspe Shire Council– Direct Entry User ID 02341531 to arrange for any amount the Campaspe Shire Council may debit or charge you to be debited through the Bulk Electronic Clearing System (BECS) 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>	<b>Financial institution name:</b> _____ <b>Branch Address:</b> _____
<b>Insert details of bank account to be debited</b> (No credit cards)	<b>Bank account name:</b> _____ (ie AB Smith) <b>BSB number:</b> <input type="text"/> <input type="text"/> <input type="text"/> — <input type="text"/> <input type="text"/> <input type="text"/> <b>Account number:</b> <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>	<input type="checkbox"/> <b>Weekly deductions</b> <b>Every Friday</b> <input type="checkbox"/> <b>Fortnightly deductions</b> <b>Every second set Friday</b> <input type="checkbox"/> <b>Monthly deductions</b> <b>28 of each month</b> <input type="checkbox"/> <b>Calendar quarterly</b> <b>28 of September, December, March &amp; June</b> <b>Direct debit start date:</b> ___ / ___ / ___ <b>(Subject to Clause 1.3)</b>
<b>Acknowledgment and signature</b>	<p>By signing this Direct Debit Request, you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and the Campaspe Shire Council as set out in this request and in your Direct Debit Request Service Agreement.</p> <b>Signature:</b> _____ <b>Signature:</b> _____ <b>Date:</b> ___ / ___ / ___ <b>Date:</b> ___ / ___ / ___ <b>(If signing for a company, sign and print full name and capacity for signing eg. Director).</b>

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.

Once completed, please return to Campaspe Shire Council, PO Box 35, Echuca or a customer service centre.

# Direct debit request Service agreement



## 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 Campaspe Shire Council 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 30 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 14 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 14 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 14 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.

# Direct debit request Service agreement



4.4 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 through a Bulk Electronic Clearing System is not available on all accounts offered by financial institutions;

6.2. You are advised to check the account details provided to us are correct by checking against a recent statement from the financial institution. If you are uncertain check with your financial institution before completing 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:

- a. to the extent specifically required by law; or
- b. 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 Unit, Campaspe Shire Council, PO Box 35, Echuca 3564. Include your property/account number, name, address, a contact phone number and your signature.

8.2 We will notify you by sending a notice either electronically to your email address or by ordinary post to the address you have given us in the Direct Debit request.

8.3 If sent by mail, communication are taken to be received on the day they would be received in the ordinary course of post.

## 9. Privacy

The information used in this form will be used in accordance with the Privacy and Data Protection Act 2014 (Victoria). Note: the bank may require such information to be provided in the event of a claim or relating to an alleged incorrect or wrongful debit. 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.