

Trade Waste Direct Debit Service Agreement



This is your Direct Debit Service Agreement with Randwick City Council, APCA ID 402980 & ABN 77 362 844 121. It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider.

Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

DEFINITIONS

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

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

banking day means a day other than a Saturday or a 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 Randwick City Council, (the Debit User) *you* have authorised by requesting a *Direct Debit Request*.

you means the customer who has signed or authorised by other means the *Direct Debit Request*.

your financial institution means the financial institution nominated by *you* on the DDR at which the *account* is maintained.

1. DEBITING YOUR ACCOUNT

- 1.1 By signing a Direct Debit Request or by providing us with a valid instruction, 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.
or
We will only arrange for funds to be debited from your account if we have sent to the address nominated by you in the Direct Debit Request, a billing advice which specifies the amount payable by you to us and when it is due. The due date will be 14 days after your quarterly trade waste invoice is raised and will be for the full cost of each quarter.
- 1.3 If the debit day falls on a Friday, Saturday, Sunday or public holiday, we may direct your financial institution to debit your account on the following day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

2. AMENDMENTS 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 fourteen **(14) days** written notice.

3. AMENDMENTS BY YOU

- 3.1 You may change*, stop or defer a debit payment, or terminate (cancel) this agreement at any time by providing us with at least 10 business **days** notification to:

Randwick City Council – email: council@randwick.nsw.gov.au OR post to 30 Frances Street, Randwick 2031

or

by telephoning us on 1300 722 542 during business hours;

or

arranging it through your own financial institution, which is required to act promptly on your instructions.

*Note: in relation to the above reference to 'change', your financial institution may change your direct debit payment only to the extent of advising us Randwick City Council of your new account details.

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.
- 4.4 It is *your* responsibility to advise *us* if your nominated account is transferred or closed, or the account details change.
- 4.5 If you have chosen to pay by Direct Debit, ensure that all account holders on the nominated financial institution account (in the case of joint account); sign the direct debit authorisation form.
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5. DISPUTES

- 5.1 If you believe there has been an error in debiting *your* account, you should notify *us* directly by calling 1300 722 542 and confirm that notice in writing with *us* as soon as possible so that *we* can resolve your query quickly. Alternatively you can take it up directly with your financial institution.
- 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 in writing.
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6. ACCOUNTS

You should check:

- a) with your *financial institution* whether direct debiting is available from *your* account as direct debiting is not available through BECS on all accounts offered by financial institutions.
 - b) *your* account details which *you* have provided to *us* are correct by checking them against a recent *account* statement; and
 - c) with your *financial institution* before completing the *Direct Debit Request* if *you* have any queries about how to complete the *Direct Debit Request*.
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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).
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8. NOTICE

- 8.1 If *you* wish to notify *us* in writing about anything relating to this agreement, you should write to:
Randwick City Council – email: council@randwick.nsw.gov.au OR post to 30 Frances Street, Randwick 2031
- 8.2 *We* may send notices either electronically to your email address or by ordinary post to the address *you* have given *us*.
- 8.3 If sent by mail, communications are taken to be received on the day they would be received in the ordinary course of post.
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