

Rates Direct Debit Service Agreement



This is your Direct Debit Service Agreement with Randwick City Council, APCA ID 064996 & 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 agreeing to the *Direct Debit Request*, by the method presented, *you* authorise us to arrange for funds to be debited from your *Account* in accordance with the *Agreement*. You should refer to the *Direct Debit Request* and this *agreement* for the terms of the arrangement between us and *you*. All notices for rates and charges will continue to be issued in accordance with the provisions Section 546 of the Local Government Act, 1993.
- 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 banking day, we may direct your *financial institution* to debit your account on the following *banking day*. If *you* are unsure about which day your *account* has or will be debited you should ask your *financial institution* or Randwick City Council.
- 1.4 Monthly or fortnightly direct debit frequency is available on request for accounts in arrears.

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 thirty **(30) days** written notice.
- 2.2 We may cancel this arrangement at any time if consecutive payments are dishonoured by your *financial institution*, in which case *you* must arrange an alternative payment method.

3. AMENDMENTS BY YOU

- 3.1 *You* may change the agreed payment schedule or account details at any time by providing us with a new direct debit request form at least three **(3) working days** before the next scheduled debit date.
- 3.2 *You* may stop a debit payment at any time by giving written notice to us at least three **(3) working days** before the next scheduled debit date.
- 3.3 *You* may cancel this agreement at any time by giving written notice to us at least three **(3) working days** before the next scheduled debit date.

All written notification to be forwarded to:

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

or

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

4. YOUR OBLIGATIONS

- 4.1** It is *your* responsibility to ensure your nominated account can accept direct debits as direct debiting through BECS is not available on all accounts offered by *financial institutions*. You are advised to check with your financial institution, confirming your account details before completing the *Rates Direct Debit Request*.
- 4.2** It is *your* responsibility to advise us immediately if *your* nominated account is transferred, closed, or the account details change.
- 4.3** 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*.
- 4.4** It is *your* responsibility to meet any charges resulting from the use of the Direct Debit system:
- a) *you* may be charged a fee and/or interest by your *financial institution* due to a *failed payment* if there are insufficient cleared funds in your nominated account and/or you gave us incorrect account details for your nominated account;
 - b) We may also charge you fees for a *failed payment*; and
 - c) *you* must arrange for the debit payment to be made by another method.
- 4.5** You should check your *account* statement to verify that the amounts debited from your *account* are correct.
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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. NOTIFICATION

- 8.1** If *you* wish to notify us in writing about anything relating to this agreement, you should write to:
- Randwick City Council at council@randwick.nsw.gov.au or by mail or over the counter at Council's Administration Building & Customer Service Centre at 30 Frances Street, Randwick 2031.
- 8.2** We will notify *you* by sending a notice to the preferred address or email *you* have given us in the *Direct Debit Request*. Any notice will be deemed to have been received on the second *banking day* after sending.
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