

Direct Debit Request Service Agreement

I/We authorise and request Nillumbik Shire Council (ABN: 64 487 894 794 and user ID 535983) to debit funds from my/our financial institution account through the Bulk Electronic Clearing System (BECS).

This is your Direct Debit Service Agreement with Nillumbik Shire Council. 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.

<p>Definitions</p>	<p>account means the account held at <i>your financial institution</i> from which <i>we</i> are authorised to arrange for funds to be debited.</p> <p>agreement means this Direct Debit Request Service Agreement between <i>you</i> and <i>us</i>.</p> <p>banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</p> <p>debit day means the day that payment by <i>you</i> to <i>us</i> is due.</p> <p>debit payment means a particular transaction where a debit is made.</p> <p>direct debit request means the Direct Debit Request between <i>us</i> and <i>you</i>.</p> <p>us or we means Nillumbik Shire Council, (the Debit User) <i>you</i> have authorised by requesting a <i>Direct Debit Request</i>.</p> <p>you means the customer who has signed or authorised by other means the <i>Direct Debit Request</i>.</p> <p>your financial institution means the financial institution nominated by <i>you</i> on the DDR at which the <i>account</i> is maintained.</p>
<p>1. Debiting your account</p>	<p>1.1 By providing <i>us</i> with a valid instruction, <i>you</i> have authorised <i>us</i> to arrange for funds to be debited from <i>your account or credit card</i>. <i>You</i> should refer to the <i>Direct Debit Request</i> and this <i>agreement</i> for the terms of the arrangement between <i>us</i> and <i>you</i>.</p> <p>1.2 <i>We</i> will only arrange for funds to be debited from <i>your account or credit card</i> as authorised in the <i>Direct Debit Request</i>.</p> <p>1.3 If the <i>debit day</i> falls on a day that is not a <i>banking day</i>, <i>we</i> may direct <i>your financial institution</i> to debit <i>your account</i> on the following <i>banking day</i>. If <i>you</i> are unsure about which day <i>your account</i> has or will be debited you should ask <i>your financial institution</i>.</p>
<p>2. Amendments by <i>us</i></p>	<p>2.1 <i>We</i> may vary any details of this <i>agreement</i> or a <i>Direct Debit Request</i> at any time by giving <i>you</i> at least fourteen (14) days written notice.</p>
<p>3. Amendments by <i>you</i></p>	<p>3.1 You may stop a debit payment, or terminate (cancel) this agreement at any time by providing <i>us</i> with at least 14 days notification by writing to:</p> <p>nillumbik@nillumbik.vic.gov.au</p> <p>or</p> <p>by post to PO Box 476, GREENSBOROUGH VIC 3088</p> <p>The option to defer or alter this agreement is not available.</p>

<p>4. Your obligations</p>	<p>4.1 It is <i>your</i> responsibility to ensure that there are sufficient clear funds available in <i>your</i> account or credit card to allow a <i>debit payment</i> to be made in accordance with the <i>Direct Debit Request</i>.</p> <p>4.2 If there are insufficient clear funds in <i>your account or credit card</i> to meet a <i>debit payment</i>:</p> <ul style="list-style-type: none"> a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>; b) <i>you</i> may also incur fees or charges imposed or incurred by <i>us</i>; and c) <i>you</i> must arrange for the <i>payment</i> to be made by another method. <p>4.3 <i>You</i> should check <i>your account</i> statement to verify that the amounts debited from <i>your account</i> are correct.</p>
<p>5. Disputes</p>	<p>5.1 If you believe there has been an error in debiting <i>your account or credit card</i>, <i>you</i> should notify us directly on 9433 3285 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.</p> <p>Any claims can also be directed to your financial institution.</p> <p>5.2 If we conclude as a result of our investigations that <i>your account</i> has been incorrectly debited we will respond to <i>your</i> query by arranging for a refund accordingly.</p> <p>5.3 If we conclude as a result of our investigations that <i>your account</i> has not been incorrectly debited we will respond to <i>your</i> query by providing <i>you</i> with reasons and any evidence for this finding in writing.</p>
<p>6. Accounts</p>	<p><i>You</i> should check:</p> <ul style="list-style-type: none"> a) with <i>your financial institution</i> whether direct debiting is available from <i>your account</i> as direct debiting is not available through BECS on all accounts offered by financial institutions. b) <i>your</i> account details which <i>you</i> have provided to <i>us</i> are correct by checking them against a recent <i>account</i> statement; and c) with <i>your financial institution</i> before completing the <i>Direct Debit Request</i> if <i>you</i> have any queries about how to complete the <i>Direct Debit Request</i>.
<p>7. Confidentiality</p>	<p>7.1 <i>We</i> will keep any information (including <i>your account</i> details) in <i>your Direct Debit Request</i> confidential. <i>We</i> will make reasonable efforts to keep any such information that <i>we</i> have about <i>you</i> secure and to ensure that any of <i>our</i> employees or agents who have access to information about <i>you</i> do not make any unauthorised use, modification, reproduction or disclosure of that information.</p> <p>7.2 <i>We</i> will only disclose information that <i>we</i> have about <i>you</i>:</p> <ul style="list-style-type: none"> a) to the extent specifically required by law; or b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).
<p>8. Notice</p>	<p>8.1 If <i>you</i> wish to notify <i>us</i> in writing about anything relating to this <i>agreement</i>, <i>you</i> should write to: nillumbik@nillumbik.vic.gov.au or by post to PO Box 476, GREENSBOROUGH VIC 3088</p> <p>8.2 <i>We</i> may send notices either electronically to your email address or by ordinary post to the address <i>you</i> have given us.</p> <p>8.3 Any notice will be deemed to have been received on the third <i>banking day</i> after emailing or posting.</p>

Please note: this is a continuous agreement that will only be cancelled upon written notification received by council.