

# Debtors Direct Debit Request

Finance Corporate & Community Services

City Administrative Centre Bridge Road, Nowra, NSW, Australia, 2541

Address all correspondence to: The General Manager, PO Box 42, Nowra, NSW, Australia, 2541

council@shoalhaven.nsw.gov.au | www.shoalhaven.nsw.gov.au | Phone: (02) 4429 3111 | Fax: (02) 4422 1816

## 1 Applicant

Given name(s): .....

Surname: .....

Business or Company Name (if applicable): .....

Position Held (if applicable): .....

Residential Address: .....

Suburb: ..... Postcode: .....

Postal Address (if differs from residential): .....

Suburb: ..... Postcode: .....

Phone: ..... Mobile: .....

Email: .....

If this address differs from Council records, do you want your mailing details updated?  Yes  No

## 2 Bank Account Details

Account Name (ie Jack & Julie Brown): .....

Name of Financial Institution & Branch (ie NAB, Nowra): .....

BSB Number (Bank / State / Branch) \_ \_ \_ \_ \_

Account Number: (Savings or Cheque. Max of 9 digits) .....

## 3 Debtor Account Details

Debtor Number/s: .....

OR

Holiday Haven

Park Name: .....

Site Number: .....

**Debtor accounts are deducted on the invoice due date.**

## 4 Authority to Debit

I/we request and authorise Shoalhaven City Council ID 115266 to arrange for any amount SCC may debit or charge to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified above subject to the terms & conditions of the Direct Debit Request Service Agreement and any further instructions provided below.

**By submitting this form I understand that:**

- Fees will be incurred if the transaction is dishonoured.
- Cancellation, adjustments or any kind of variance to the Direct Debit authority must be undertaken in writing and received by Council at least 14 working days before the next required payment.
- The full invoice amount due on the date and may include late fees, arrears or adjustments made.
- Shoalhaven City Council reserves the right to cancel the direct debit if two consecutive drawings are dishonoured. An alternate payment method will then be required.

..... (Date) ..... / ..... / .....  
(Signature of Applicant)

**Privacy Notification:** The information requested on this form is being collected in order that your account may be debited in favour of Shoalhaven City Council. The information will be used by staff and the nominated institution for the purpose mentioned or a directly related purpose. This information is provided on a voluntary basis and you may apply to Council for access or amendment of the information at any time.

**This form may be published on Council's website in accordance with Government Information (Public Access) Act 2009**

### OFFICE USE ONLY

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# 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.

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

*business 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.

*us* or *we* means Shoalhaven City 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.

## Debiting your account

- 1.1 By signing a *direct debit request*, you have authorised us to arrange for funds to be debited from your *bank account* as per your *direct debit agreement*. 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* if we have sent you, a billing advice which specifies the amount payable by you to us and when it is due. The amount of the direct debit may differ from the advice where additional payments, adjustments have occurred.
- 1.3 If the *debit day* falls on a day that is not a *business day*, we may direct your *financial institution* to debit your *account* on the following *business day*.  
If you are unsure about which day your account has or will be debited you should ask Shoalhaven City Council or your Financial Institution

## 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 fourteen (14) days' written notice.
- 2.2 Shoalhaven City Council reserves the right to cancel the direct debit if two consecutive drawings are dishonoured. An alternate payment method will then be required.

## Changes by You

- 3.1 You may change\*, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen (14) days' notification by writing to:  
Shoalhaven City Council, PO Box 42, NOWRA 2541 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 debit payment only to the extent of advising us, Shoalhaven City Council your new account details

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

## Dispute

- 5.1 If you believe that there has been an error in debiting your account, you should notify us directly on Phone Number 4429 3111 and confirm that notice in writing with us as soon as possible so that we can resolve your query 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 and 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 cannot 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.

## 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.

## 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).

## Notice

- 8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to Shoalhaven City Council, PO Box 42, Nowra 2541.
- 8.2 You will continue to receive your notices/accounts by the method in which you have elected.
- 8.3 Any notice will be deemed to have been received two business days after it is posted.
- 8.4 Please return completed application to: Shoalhaven City Council, PO Box 42, Nowra NSW 2541 or electronically to council@shoalhaven.nsw.gov.au