

Direct Debit Request Service Agreement

This is your Direct Debit Request Service Agreement with Shoalhaven City Council
ABN 59855182344 - User ID 115266

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

This Service Agreement explains:

- Your obligations when undertaking a Direct Debit Request with us, and
- Our obligations as your Direct Debit provider.

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 agreeing to the Direct Debit Request, by method presented, you authorise and request 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.
- 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 or 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.
- 1.4. If you are unsure about which day your account has or will be debited, you should ask Shoalhaven City Council or your Financial Institution.

Your Obligations

- 2.1. 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.
- 2.2. 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.
- 2.3. You should check your account statement to verify that the amounts debited from your account are correct.

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 written notification.
*Note: in relation to the above reference to 'change', your financial institution may 'change' your debit payment only to the extent of advising us of your new account details.
- 3.2. All cancellation requests may be directed to us or your financial institution. However, any changes, stops or cancellations that result in a dishonoured payment, where you have not provided us with at least fourteen (14) days written notification, may also incur fees or charges imposed or incurred by us.

Changes by Us

- 4.1. We may vary any details of this Agreement or Direct Debit Request at any time by giving you at least thirty (30) days written notice.
- 4.2. We will notify you by sending notices to the postal address on record or the email you have given us in the Direct Debit Request.
- 4.3. 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.

Accounts

- 5.1. The Direct Debit Request must contain bank account details, we are unable to accept requests to debit a credit or debit card.
- 5.2. You should check:
 - a. with your financial institution before completing the Direct Debit Request. Direct Debit, through the Bulk Electronic Clearing System, is not available 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 financial institution statement.
 - c. with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

Confidentiality

- 6.1. 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.
- 6.2. 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).

Dispute

- 7.1. If you believe that there has been an error in debiting your account, you should notify us directly by calling 1300 293 111 and confirm that notice in writing with us as soon as possible so that we can resolve your query quickly.
- 7.2. 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.
- 7.3. 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.
- 7.4. 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.
- 7.5. Water Account Disputes. If you believe that there has been an error on the reading of your water meter service connection or dispute the amount of water used or the availability changes levied, you should notify Shoalhaven Water directly on (02) 4429 3214.

Notice

- 8.1. We may send notices relating to this agreement, either electronically to your email address or by ordinary post to the address you have given us in the Direct Debit Request. Any notice will be deemed to have been received two (2) business days after it is posted.
- 8.2. You will continue to receive your notices/accounts by the method in which you have elected.
- 8.3. If you wish to notify is in writing about anything in this agreement, you should:
 - a. submit a new Direct Debit registration, amendment, or cancellation request via our website, or
 - b. email council@shoalhaven.nsw.gov.au, or
 - c. write to Shoalhaven City Council PO Box 42, Nowra NSW 2541.