

Rates Direct Debit Service Agreement

This is your Direct Debit Service Agreement with Georges River Council APCA ID 063328 ABN 57 789 014 855. 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 a copy of this agreement for future reference. This agreement forms part of the terms and conditions of your Rates Direct Debit Request and should be read in conjunction with your Rates Direct Debit Authorisation.

DEFINITIONS

Account means the account held at your financial institution from which Georges River Council is authorised to arrange for funds to be debited.

Agreement means this Rates Direct Debit Request Service Agreement between you and Georges River Council.

Banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

Bulk Electronic Clearing System (BECS) means a system administered by Australian Payments Clearing Association (APCA) for transfer/ clearance of payments between Financial Institutions.

Debit day means the day that payment by you to Georges River Council is due.

Debit payment means a particular transaction where a debit is made.

Direct Debit Request means the Rates Direct Debit Request between Georges River Council and you.

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 Rates Direct Debit Request at which the account is maintained.

1. DEBITING YOUR ACCOUNT

1.1 By signing a Direct Debit Request, you have authorised Georges River Council (Council) 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 Council and you.

1.2 Council will only debit 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, Council 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.

2. AMENDMENTS BY COUNCIL

2.1 Council 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 If 3 or more payments are dishonoured in one (1) financial year the Direct Debit arrangement will be cancelled. You will be advised if this occurs.

3. AMENDMENTS BY YOU

3.1 You may change this agreement at any time by providing Council with at fourteen (14) days notification before the next debit day by submitting a new Rates Direct Debit Request.

4. TERMINATION BY YOU

4.1 If you wish to cancel (terminate) the direct debit arrangement you must notify Council in writing or submit a new Rates Direct Debit Request at least fourteen (14) days before the next debit day.

5. YOUR OBLIGATIONS

5.1 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.

5.2 If there are insufficient clear funds in your account to meet a debit payment:

- you may be charged a fee and/or interest by your financial institution;
- you may also incur fees or charges imposed or incurred by Council (Interest accrues on rates and charges outstanding after the due date); and
- you must arrange for the debit payment to be made by another method.

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

6. DISPUTE

5.1 If you believe there has been an error in debiting your account, you should notify Council directly on (02) 9330 6400 and confirm that notice in writing with Council as soon as possible so that Council can resolve your request more quickly. Alternatively you can take it up directly with your financial institution.

5.2 If Council concludes as a result of our investigations that your account has been incorrectly debited, Council will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. Council will also notify you in writing of the amount by which your account has been adjusted.

5.3 If Council concludes, as a result of our investigations, that your account has not been incorrectly debited, Council will respond to your query by providing you with reasons and any evidence for this finding in writing.

7. ACCOUNTS

7.1 It is your responsibility to check 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; and
- before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

7.2 It is your responsibility to check that your account details which you have provided to Council are correct.

8. PRIVACY

- 8.1 The information and personal details you provide on the Direct Debit Request may be personal information for the purposes of the *Privacy and Personal Information Protection Act 1998* (NSW) (**PPIP Act**). This Act provides for the protection of personal information and the privacy of individuals. Council will deal with your personal information in accordance with the provisions of the PPIP Act.
- 8.2 Council will keep any information (including your account details) in your Direct Debit Request confidential. Council will do everything reasonably within its power to keep any such information that Council has 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.
- 8.3 Council will only disclose information about you in accordance with the provisions of the PPIP Act:
 - 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).

9. NOTICE

- 9.1 If you wish to notify Council in writing about anything relating to this agreement, you should write to PO Box 205, Hurstville BC NSW 1481 or by email to mail@georgesriver.nsw.gov.au.
- 9.2 Council may send notices either electronically to your email address or by ordinary post to the address you have given Council.
- 9.3 If sent by mail, communications are taken to be received on the day they would be received in the ordinary course of post.