

DIRECT DEBIT REQUEST



Direct Debit Request Service Agreement

This is your Direct Debit Service Agreement with Moorabool Shire Council, APCA user ID number 300652 (the Debit User). 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	<p>account means the account held at your <i>financial institution</i> from which we 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 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 (DDR) means the written or online request between <i>us</i> and <i>you</i> to debit funds from your <i>account</i>.</p> <p>us or we means Moorabool Shire Council, (the Debit user) <i>you</i> have authorised by requesting a <i>DDR</i>.</p> <p>you means the customer who has authorised the <i>DDR</i>.</p> <p>your financial institution means the financial institution at which you hold the <i>account</i> you have authorised us to debit.</p>
1. Debiting your account	<p>1.1 By submitting a <i>DDR</i>, <i>you</i> have authorised <i>us</i> to arrange for the funds to be debited from your <i>account</i>. The <i>DDR</i> and this <i>agreement</i> set out the arrangement between <i>us</i> and <i>you</i>.</p> <p>1.2 We will only arrange for funds to be debited from your <i>account</i> as authorised in the <i>DDR</i>.</p> <p>1.3 If the <i>debit day</i> falls on a day that is not a <i>banking day</i>, we may direct your <i>financial institution</i> to debit your <i>account</i> on the following <i>banking day</i>. If <i>you</i> are unsure about which day your <i>account</i> has or will be debited you should ask your <i>financial institution</i>.</p>
2. Amendments by us	<p>2.1 We may vary any details of this <i>agreement</i> or a <i>DDR</i> at any time by giving <i>you</i> at least 14 days written notice, sent to the registered postal address held by Moorabool Shire Council.</p>
3. How to cancel or change direct debits	<p>3.1 <i>You</i> can:</p> <ol style="list-style-type: none"> Cancel the <i>DDR</i>; or Change account or debit schedules, or at any time by giving us at least 14 days notice before the next scheduled <i>debit day</i>. <p>3.2 All changes to the <i>DDR</i> must be made in writing via the completion of a new <i>DDR</i> to ensure appropriate authorisation is provided.</p> <p>3.3 A cancellation must be in writing and mailed to PO Box 18, Ballan, Victoria, 3342 or emailed to info@moorabool.vic.gov.au.</p> <p>3.4 <i>You</i> may also contact your <i>financial institution</i>, which act promptly on your instructions.</p>
4. Your obligations	<p>4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a <i>debit payment</i> to be made in accordance with the <i>DDR</i>.</p> <p>4.2 If there are insufficient clear funds in your account to meet a <i>debit payment</i>:</p> <ol style="list-style-type: none"> <i>You</i> may be charged a fee and/or interest by your <i>financial institution</i>; We may charge you reasonable costs incurred by <i>us</i> on account of there being insufficient funds; <i>You</i> must arrange for the <i>debit payment</i> to be made by another method; and After three consecutive dishonoured <i>debit payments</i> your <i>DDR</i> will be cancelled.

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Darley 182 Halletts Way Darley

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	4.3 You should check your <i>account</i> statement to verify that the amounts debited from your <i>account</i> are correct.
5. Dispute	<p>5.1 If you believe there has been an error in debiting your <i>account</i>, you should notify us directly via info@moorabool.vic.gov.au or by calling (03) 5366 7100. Alternatively, you can contact your financial institution for assistance.</p> <p>5.2 If we conclude as a result of our investigations that your <i>account</i> has been incorrectly debited we will respond to your query by arranging within a responsible period for a refund to your nominated account.</p> <p>5.3 If we conclude as a result of our investigations that your <i>account</i> has not been incorrectly debited we will respond to your query by providing you with the reasons and any evidence for this finding in writing.</p>
6. Accounts	<p>You should check:</p> <ol style="list-style-type: none"> With your <i>financial institution</i> whether direct debiting is available from your <i>account</i> as direct debiting is not available through BECS on all accounts offered by financial institutions. Your <i>account</i> details which you have provided to us are correct by checking them against a recent <i>account</i> statement; and With your <i>financial institution</i> before completing the <i>DDR</i> if you have any queries about how to complete the <i>DDR</i>.
7. Confidentiality	<p>7.1 We will keep any information (including your <i>account</i> details) in your <i>DDR</i> 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.</p> <p>7.2 We will only disclose information that we have about you:</p> <ol style="list-style-type: none"> To the extent specifically required by law; or For the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).
8. Contacting each other	<p>8.1 If you wish to notify us in writing about anything relating to this <i>agreement</i>, you should write to:</p> <ol style="list-style-type: none"> PO Box 18, Ballan, Victoria, 3342; or Email info@moorabool.vic.gov.au <p>8.2 We will notify you by sending a notice to the registered postal address you have with Council. Any notice will be deemed to have been received on the second <i>banking day</i> after sending.</p>