



KEMPSEY SHIRE COUNCIL DIRECT DEBIT REQUEST

When to use this form

This form is used to request and provide Kempsey Shire Council with the authority to make direct debits from the nominate account.

To complete this form

- Use black pen only
- Print using BLOCK LETTERS
- Place a cross in the appropriate box where applicable
- Sign the form
- Attach copies of supporting documentation where instructed

Where to send this form

Kempsey Shire Council
PO Box 3078
WEST KEMPSEY NSW 2440
Fax: 02 6566 3205
ksc@kempsey.nsw.gov.au

lodgment in person

22 Tozer Street
WEST KEMPSEY NSW 2440

Notes:

Monthly deductions for rates only are taken over a 10 month period, August to May.

All account holders must sign this form.

An amount must be specified for all weekly direct debits.

An amount must be specified for all water, kerb and gutter and miscellaneous monthly direct debits.

For RATES ONLY Council will calculate the monthly payment amount unless an amount is specified by the account holder.

For more information

For more information about making this application please contact Kempsey Shire Council on 6566 3200.

PRIVACY STATEMENT: Council collects and holds personal information for a number of reasons related to Council business eg to process applications, to issue rate notices, to process correspondence. When you provide personal information to Council it is used in accordance with privacy laws applicable to Council. Your personal information will only be used for purposes related to the business of Council.

V: 2.06.15





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SECTION B – Council Account Details

Rates (including all water charges)

Monthly deductions for rates are taken over a 10 month period, August to May. For RATES ONLY Council will calculate the monthly payment amount unless an amount is specified by the account holder.

Assessment Number

- -

Annual Monthly – Specify an amount \$ _____

Quarterly Weekly – Specify an amount \$ _____

Kerb and Gutter

Assessment Number

- -

Monthly – Specify an amount \$ _____ Weekly – Specify an amount \$ _____

Miscellaneous

Assessment Number

- -

Monthly – Specify an amount \$ _____ Weekly – Specify an amount \$ _____

Please print additional copies of this page for additional accounts



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SECTION C – Application Conditions

Definitions

- Account means the account held at your financial institution from which we are authorized 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 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 Kempsey Shire Council, you have authorized 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 authorized us to arrange to debit.

DEBITING YOUR ACCOUNT

1. DEBITING YOUR ACCOUNT

- 1.1. By signing a direct debit request, you have authorised us 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 us and you. We will only arrange for funds to be debited from your account as authorized in the direct debit request
- 1.2. Or we will only arrange for funds to be debited from your account if we have sent to the address nominated by you the direct debit request, a billing advice which specifies the amount payable by your to us and when it is due. 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.
- 1.3. If you are unsure about which day your account has or will be debited you should ask your financial institution.

2. 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.

3. CHANGES BY YOU

- 3.1. Subject to 3.2 and 3.3, you may change the arrangements under a direct debit request by contacting us on 02 6566 3200.
- 3.2. If you wish to stop or defer a debit payment you must notify us in writing at least ten (10) days before the next debit day. This notice should be given to us in the first instance.
- 3.3. You may also cancel your authority for us to debit your account at any time by giving us ten (10) days notice in writing before the next debit day. This notice should be given to us in the first instance.

4. 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 funds in your account to meet a debit payment:
 - 4.2.1. You may be charged a fee and/or interest by your financial institution
 - 4.2.2. You may also incur fees or charges imposed by incurred by us; and
 - 4.2.3. You must arrange for the debit payment to be made another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.
- 4.3. You should check your account statement to verify that the amounts debited from your account are correct.
- 4.4. If National Australia Bank Limited A.C.N 004 044 937 ("National") is liable to pay goods and services tax ("GST") on a supply made by the National in connection with this agreement, then you agree to pay the National on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.



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5. DISPUTE

- 5.1. If you believe that there has been an error in debiting your account, you should notify us directly on 02 6566 3200 and confirm that notice in writing with us as soon as possible so that we can resolve your query more 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 by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will notify you in writing for the amount by which your account has been adjusted.
- 5.3. If we conclude as a result of our investigation 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 for you of the disputed transaction and may lodge a claim form on your behalf.

6. ACCOUNTS

- 6.1. You should check:
 - 6.1.1. 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.
 - 6.1.2. Your account details which you have provided to us are correct by checking them against a recent account statement: and
 - 6.1.3. With your financial institution before completing the direct debit request if you have any queries about how to complete the direct debit request.

7. 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 unauthorized use, modification, reproduction or disclosure of the information.
- 7.2. We will only disclose information that we have about you:
 - 7.2.1. To the extent specifically required by law; or
 - 7.2.2. For the purposes of this agreement (including disclosing information in connection with any query or claim).

8. NOTICE

- 8.1. If you wish to notify us in writing about anything relating to this agreement, you should write to General Manager, PO Box 3078 WEST KEMPSEY NSW 2440.
- 8.2. We will notify you by sending a notice in the ordinary post to the address you have given us in the direct debit request.
- 8.3. Any notice will be deemed to have been received two business days after it is posted.

