

Kempsey Shire Council Direct Debit Service Agreement

Please ensure you keep a copy of this agreement as it sets out the rights and obligations in providing us with your Direct Debit Application

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 Service Agreement between you and us.
- Business day means a day other than a Saturday, Sunday or public holiday listed throughout Australia.
Debit day means the day that your payment to us is due.
- Debit payment means a particular transaction where a debit is made.
- 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.
- We or us means Kempsey Shire Council, which you have authorised to act by signing this Direct Debit Request.

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 you and us. We will arrange for funds to be debited from your account only as authorised in the Direct Debit Request.
- 1.2 If the debit day falls on a non-business day, we may direct your financial institution to debit your account on the next business day.
- 1.3 If you are unsure about the day on which your account has been, or will be, debited, you should ask your financial institution.

2. CHANGES BY US

- 2.1 We reserve the right to cancel your direct debit once three (3) dishonours have occurred in one (1) financial year.
- 2.2 You will receive a letter to inform you of the first dishonour. The second dishonour letter will contain a warning that direct debits will be ceased. The third dishonour letter will inform you of the cancellation of your direct debits.

3. CHANGES BY YOU

- 3.1 Subject to 2.1 and 2.2, 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.
- 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.

4. OBLIGATIONS

- 4.1 It is your responsibility to ensure the amount you nominate per week or month will be sufficient to pay your rates and charges in full for the financial year.
- 4.2 It is your responsibility to ensure the amount you nominate will be sufficient to pay your rates and charges in the time you are required to pay them by.
- 4.3 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.
- 4.4 If there are insufficient funds in your account to meet a debit payment:
 - 4.4.1 You may be charged a fee and/or interest by your financial institution; and
 - 4.4.2 You may incur fees or charges imposed or incurred by us; and
 - 4.4.3 You must arrange for the debit payment to be made via another method.
- 4.5 You should check your account statement to verify that the amounts debited from your account are correct.
- 4.6 If National Australia Bank Limited (ACN 004 044 937, the '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.

5. DISPUTE

- 5.1 If you believe there has been an error in debiting your account, you should notify us on 02 6566 3200 and confirm details of the transaction in writing so that we can resolve your query as soon as possible.
- 5.2 If, as a result of our investigations, we conclude that your account has been incorrectly debited, we will arrange for your financial institution to adjust your account (including interest and charges) accordingly. We will notify you in writing of the amount by which your account has been adjusted.
- 5.3 If, as a result of our investigations, we conclude that your account has not been incorrectly debited, we will provide you with reasons and any evidence for this finding.
- 5.4 If you have a query about an error that may have been made in debiting your account, you should contact 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 of the disputed transaction for you 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; and
 - 6.1.2 The account details which you have provided to us are correct by checking them against your most 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. WATER USAGE

- 7.1 Water usage is levied each quarter. Your options for direct debit payments are:
 - 7.1.1 Nominate your rates amount to pay annually and then pay your subsequent water account separately by the following due dates: 30 November, 28 February, 31 May.
 - 7.1.2 If you wish to pay weekly or monthly, you will need to estimate your water usage based on historical data to calculate an annual amount, then spread this across the payment frequency.

8. CONFIDENTIALITY

- 8.1 We will keep any information (including your account details) in your Direct Debit Request confidential. We will make reasonable efforts to keep any information that we have about you secure and 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 the information.
- 8.2 We will disclose information that we have about you only:
 - 8.2.1 To the extent specifically required by law; or
 - 8.2.2 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 us in writing about anything relating to this agreement, you should write to the General Manager, Kempsey Shire Council, PO Box 3078, WEST KEMPSEY NSW 2440.
- 9.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit Request.
- 9.3 Any notice will be deemed to have been received three to four (3-4) business days after it is posted.

Kempsey Shire Council