

Direct Debit Request Service Agreement

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*.

Into credit means that once your account has been fully paid that you wish the periodic debit to continue. This will offset any future accounts. No interest will be paid on such credits to the debtor.

Full amount – means that council will debit the amount of the instalment that becomes due. By writing full amount the agreement will keep pace with time.

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.

direct debit request means the Direct Debit Request between *us* and *you*.

us or *we* means *Yass Valley Council*, the Debit User *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.

Instalment Intervals – means that the full amount of the debt as raised will be deducted at the interval as it pertains to the service.

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*.

1.2 *We* will only arrange for 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 *business day*, *we* may direct *your financial institution* to debit *your account* on the following *business day*. Should for operational reasons the debit not occur on the nominated day it is still the responsibility of the client to ensure there are sufficient funds to cover the transaction when it is initiated on the next most practical day. If *you* are unsure about which day *your account* has or will be debited *you* should ask *your financial institution*.

1.4 If *you* elect to suspend your periodic debits once your account has been paid then the election to debit your account will remain dormant until such time as new charges are raised against your account. The raising of new charges will automatically reactivate your periodic payments until such times as the debt has again been paid. Should *you* not wish for this to happen then *you* must cancel your arrangements with *us* as per clause 3 ***Changes by you.***

2. Changes by us	2.1 We may vary any details of this <i>agreement</i> or a <i>direct debit request</i> at any time by giving <i>you</i> at least fourteen (14) days' written notice except in the event of clause 8.4 occurring.
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3. Changes by you	3.1 Subject to 3.2 and 3.3, <i>you</i> may change the arrangements under a <i>direct debit request</i> by contacting <i>us</i> on 02 6226 1477
	3.2 If <i>you</i> wish to stop or defer a <i>debit payment</i> <i>you</i> must notify <i>us</i> in writing at least 14 days before the next <i>debit day</i> . This notice should be given to <i>us</i> in the first instance.
	3.3 <i>You</i> may also cancel <i>your</i> authority for <i>us</i> to debit <i>your</i> account at any time by giving <i>us</i> fourteen (14) days notice in writing before the next <i>debit day</i> . This notice should be given to <i>us</i> in the first instance.
4. Your obligations	4.1 It is <i>your</i> responsibility to ensure that there are sufficient clear funds available in <i>your</i> account to allow a <i>debit payment</i> to be made in accordance with the <i>direct debit request</i> .
	4.2 If there are insufficient clear funds in <i>your account</i> to meet a <i>debit payment</i> : <ul style="list-style-type: none"> (a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>; (b) <i>you</i> may also incur fees or charges imposed or incurred by <i>us</i>; and (c) <i>you</i> must arrange for the <i>debit payment</i> to be made by another method or arrange for sufficient clear funds to be in <i>your account</i> by an agreed time so that <i>we</i> can process the <i>debit payment</i>.
	4.3 <i>You</i> should check <i>your account</i> statement to verify that the amounts debited from <i>your account</i> are correct
	4.4 If Yass Valley Council is liable to pay goods and services tax ("GST") on a supply made in connection with this <i>agreement</i> , then <i>you</i> agree to pay Yass Valley Council on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.
5 Dispute	5.1 If <i>you</i> believe that there has been an error in debiting <i>your account</i> , <i>you</i> should notify <i>us</i> directly on 02 6226 1477 and confirm that notice in writing with <i>us</i> as soon as possible so that <i>we</i> can resolve <i>your</i> query more quickly.
	5.2 If <i>we</i> conclude as a result of our investigations that <i>your</i> account has been incorrectly debited <i>we</i> will respond to <i>your</i> query by arranging for <i>your financial institution</i> to adjust <i>your</i> account (including interest and charges) accordingly. <i>We</i> will also notify <i>you</i> in writing of the amount by which <i>your account</i> has been adjusted.
	5.3 If <i>we</i> conclude as a result of our investigations that <i>your account</i> has not been incorrectly debited <i>we</i> will respond to <i>your</i> query by providing <i>you</i> with reasons and any evidence for this finding.
	5.4 Any queries <i>you</i> may have about an error made in debiting <i>your account</i> should be directed to <i>us</i> in the first instance so that <i>we</i> can attempt to resolve the matter between <i>us</i> and <i>you</i> . If <i>we</i> cannot resolve the matter <i>you</i> can still refer it to <i>your financial institution</i> which will obtain details from <i>you</i> of the disputed transaction and may lodge a claim on <i>your</i>

6. Accounts	<p><i>You should check:</i></p> <ul style="list-style-type: none">(a) with <i>your financial institution</i> whether direct debiting is available from <i>your account</i> as direct debiting is not available on all accounts offered by financial institutions.(b) <i>your account details</i> which <i>you</i> have provided to <i>us</i> are correct by checking them against a recent <i>account</i> statement; and(c) with <i>your financial institution</i> before completing the <i>direct debit request</i> if <i>you</i> have any queries about how to complete the <i>direct debit request</i>.
7. Confidentiality	<p>7.1 We will keep any information (including <i>your account</i> details) in <i>your direct debit request</i> confidential. We will make reasonable efforts to keep any such information that <i>we</i> have about <i>you</i> secure and to ensure that any of <i>our</i> employees or agents who have access to information about <i>you</i> do not make any unauthorised use, modification, reproduction or disclosure of that information.</p> <p>7.2 We will only disclose information that <i>we</i> have about <i>you</i>:</p> <ul style="list-style-type: none">(a) to the extent specifically required by law; or(b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).
8. Notice	<p>8.1 If <i>you</i> wish to notify <i>us</i> in writing about anything relating to this <i>agreement</i>, <i>you</i> should write to Yass Valley Council Po Box 6 Yass NSW 2582</p> <p>8.2 We will notify <i>you</i> by sending a notice in the ordinary post to the address <i>you</i> have given <i>us</i> in the <i>direct debit request</i>.</p> <p>8.3 Any notice will be deemed to have been received two <i>business days</i> after it is posted.</p> <p>8.4 Please note that the arrangement will be cancelled by Yass Valley Council without notice should your direct debit default on two consecutive occasions.</p>