



DIRECT DEBIT REQUEST SERVICE AGREEMENT

This is your Direct Debit Service Agreement with Port Stephens Council User Id 73606, ABN 16 744 377 876. 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

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.

banking 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 written, verbal or online request between us and you to debit funds from your account.

us or **we** means Port Stephens Council, (the Debit User) you have authorised by requesting a Direct Debit Request.

you means the customer who has authorised the Direct Debit Request.

your financial institution means the financial institution at which you hold the account you have authorised us to debit.

1. Debiting your account

- 1.1 By submitting a Direct Debit Request, you have authorised us to arrange for funds to be debited from your account. The Direct Debit Request and this agreement set out 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.
or
We will only arrange for funds to be debited from your account if we have sent to the address nominated by you in the Direct Debit Request, a billing advice which specifies the amount payable by you to us and when it is due.
- 1.3 If the debit day falls on a day that is not a banking day, we 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 us

- 2.1 We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least 30 (thirty) days written notice sent to the preferred email address or address you have given us in the Direct Debit Request.

3. How to cancel or change direct debits

- 3.1 You can cancel or suspend the Direct Debit Request; or change, stop or defer an individual payment at any time by giving us at least 7 (seven) days' notice. To do so, contact us at:
Port Stephens Council PO Box 42 Raymond Terrace NSW 2324, or council@portstephens.nsw.gov.au
or
by telephoning us on (02) 4988 0255 during business hours;
or
you can also contact your financial institution, which is required to act promptly on your instructions.

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 clear funds in your account to allow a debit payment to be made in accordance with the Direct Debit Request:
 - (a) you may be charged a fee and/or interest by your financial institution;
 - (b) we may charge you reasonable costs incurred by us on account of there being insufficient funds; and
 - (c) you must arrange for the debit payment to be made by 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.

5. Dispute

- 5.1 If you believe there has been an error in debiting your account, you should notify us directly on (02) 4988 0255. Alternatively you can contact your financial institution for assistance.
- 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 within a reasonable period for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
- 5.3 If we conclude as a result of our investigations 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 in writing.

6. Accounts

You should check:

- (a) 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.
- (b) your account details which you have provided to us are correct by checking them against a recent account statement; and
- (c) 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 unauthorised use, modification, reproduction or disclosure of that information.
- 7.2 We will only disclose information that we have about you:
 - (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).

8. Contacting each other

- 8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to
Port Stephens Council
PO Box 42 Raymond Terrace NSW 2324 or
council@portstephens.nsw.gov.au
- 8.2 We will notify you by sending a notice to the address or email you have given us in the Direct Debit Request. Any notice sent by email will be deemed to have been received on the second banking day after sending. Any notice sent by mail will be deemed to be received on the seventh banking day after posting.