



Auto Debit Request Service Agreement

This is your Auto-Debit Service Agreement with your Council or Water Authority and 33007457141(Westpac Corporation). 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 Auto-Debit Request Service Agreement between you and us.

Banking day: means a day other than a Saturday or Sunday or a public holiday listed throughout Australia.

Debit day: means the day the payment by you to us is due.

Debit payment: means a particular transaction where a debit is made.

Auto-Debit request: means the Auto-Debit Request between us and you.

Us or we: means your Council or Water Authority (the Debit User) you have authorised by requesting an Auto-Debit Request.

You: means the customer who has signed or authorised by other means the Auto-Debit Request.

Your financial institution: means the financial institution nominated by you on the DDR at which the account is maintained.

• **Debiting your account**

- By signing an Auto-Debit Request or by providing us with a valid instruction, you have authorised us to arrange for funds to be debited from your account. You should refer to the Auto-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 authorised in the Auto-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 Auto-Debit Request, a billing advice which specifies the amount payable by you to us and when it is due.



- 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.
- Direct Debit arrangements are offered for the intent of paying the current financial year rates in full, by the end of the financial year. Direct debit arrangements can be extended for the purpose of paying account arrears, but the payment amount must be deemed sufficient to repay the arrears within a reasonable timeframe. These arrangements or Auto-Debit requests will be for consideration by us and if accepted will be reviewed regularly. We reserve the right to decline your request if the payment amount is not sufficient.
- An annual administration fee applies to each direct debit arrangement, as stated in the Schedule of Fees and Charges adopted by Council. This excludes eligible registered Pensioners/Senior and does not apply to the Four Instalment Payment Option or Annual Payment in Full.
- Direct debit arrangements will be ongoing and continue even after the account has been paid in full, until a cancellation or amendment request is received.
- A refund may be requested for any credit balance on your account. PLEASE NOTE ONLY 1 REFUND REQUEST PER FINANCIAL YEAR WILL BE APPROVED. Our refund process can take up to 14 business days for the funds to be received back to your nominated direct debit account once bank details are supplied.
- Properties that have had a change of ownership within the current financial year are ineligible for direct debit arrangements.
- **Amendments by us**
 - We may vary any details of this agreement or an Auto-Debit Request at any time by giving you at least fourteen (14) days written notice.
- **Amendments by you**
 - You may change*, stop or defer a debit payment, or terminate this agreement by providing us with at least 14 days notification
or
arranging it through your own financial institution, which is required to act promptly on your instructions.
*Note: in relation to the above reference to 'change', your financial



institution may 'change' your debit payment only to the extent of advising us of your new account details.

- A maximum of 2 payments per financial year can be deferred.

- **Your obligations**

- 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 Auto- Debit Request.
- If there are insufficient clear funds in your account to meet a debit payment:
 - a. you may be charged a fee and/or interest by your financial institution;
 - b. you will also incur a dishonour fee imposed by us as stated in the Schedule of Fees and Charges adopted by Council. This fee will be added to the property rates account; 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.
- Should a direct debit be rejected more than twice in a financial year, you will be notified in writing that the direct debit payment arrangement has been cancelled and no further direct debit requests will be accepted in that financial year. Upon cancellation of a direct debit payment arrangement, the outstanding amount becomes due and payable immediately. Late payment interest will apply from the cancellation date on any overdue amount.

- **Dispute**

- If you believe that there has been an error in debiting your account, you should notify us directly on and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up directly with your financial institution.
- 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 also notify you in writing of the amount by which your account has been adjusted.



- 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.
- **Accounts**
 - You should check:
 - a. with your financial institution whether Auto-Debit is available from your account as Auto-Debit is not available 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 Auto-Debit Request if you have any queries about how to complete the Auto-Debit Request.
- **Confidentiality**
 - We will keep any information (including your account details) in your Auto-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.
 - 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).
- **Notice**
 - If you wish to notify us about anything relating to this agreement, you should contact us.
 - We will notify you by sending a notice in the ordinary post to the address you have given us in the Auto-Debit Request.
 - Any notice will be deemed to have been received on the third banking day after posting.