



DIRECT DEBIT REQUEST

Maitland City Council
PO BOX 220 Maitland NSW 2320
Phone: 4934 9700 Fax: 4933 3209



REQUEST & AUTHORITY TO DEBIT ACCOUNT NAMED BELOW TO PAY MAITLAND CITY COUNCIL

REQUEST & AUTHORITY TO DEBIT

Surname		
Given Names or Company Name		Phone No

I / We request and authorise **Maitland City Council User ID 093540** to arrange, through its own financial institution, a debit to your nominated account any amount **Maitland City Council**, has deemed payable by you.

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from *your* account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

NAME & ADDRESS OF FINANCIAL INSTITUTION

Financial Institution	
Address	

ACCOUNT TO BE DEBITED

Bank Account Holder	
BSB No	Account No

Credit Card Details

Direct Debiting to credit cards does not form part of procedures governed by the Bulk Electronic Clearing System.

Please refer to procedures detail in your cardholder terms and conditions provided by your Financial Institution.

Cardholder Name:	_____
Card Number:	<input type="checkbox"/> Visa <input type="checkbox"/> Mastercard Expiry: ____ / ____
	_____ - _____ - _____
Cardholder Signature:	_____

FREQUENCY OF DEBITS *(Quarterly and yearly debits will be the amount shown due on your rate or instalment notice.)*

Start First Debit on: (monthly debits are debited on the last working day of the month, weekly and fortnightly debits are debited on a Friday only.)	_____ / _____ / 20____
Then at the following intervals: <i>Please indicate by 'X'</i>	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Yearly
Please note fortnightly debits will be debited every second Friday from 10/07/09.	<input type="checkbox"/> Fortnightly <input type="checkbox"/> Weekly
If Monthly / Fortnightly / Weekly deductions – please show amount here:	\$ _____

PROPERTY ADDRESS

House No	Street
Suburb	Post Code

ACKNOWLEDGEMENT

By **signing** and/or providing us with a **valid instruction** in respect to *your* Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and **Maitland City Council** as set out in this Request and in your Direct Debit Request Service Agreement

Signature	<i>If signing for a company, sign and print full name and capacity for signing, eg Director</i>	Date
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Privacy Statement: Maitland City Council complies with the Privacy Code of Practice for Local Government in dealing with all personal information that is required to be supplied when an applicant completes this application. However, some of the personal information which is set out in this form will become part of the public record which Council is required to keep pursuant to the Local Government and Environmental Planning and Assessment Acts. This information may be divulged to others in accordance with the provisions of those Acts. Furthermore, Council may be required to divulge some personal information pursuant to the Freedom of Information Act

Office Use Only	Date Received _____	Date Processed _____	Assessment No _____
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DIRECT DEBIT REQUEST Service Agreement

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Phone: 4934 9700 Fax: 4933 3209



DEFINITIONS

<i>account</i>	means the account held at your <i>financial institution</i> from which we are authorised to arrange for funds to be debited.
<i>agreement</i>	means this Direct Debit Request Service Agreement between you and us.
<i>banking day</i>	means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.
<i>debit day</i>	means the day that payment by <i>you</i> to <i>us</i> is due.
<i>debit payment</i>	means a particular transaction where a debit is made.
<i>direct debit request</i>	means the Direct Debit Request between <i>us</i> and <i>you</i> (and includes any Form PD-C approved for use in the <i>transitional period</i>).
<i>transitional period</i>	means the period commencing on the industry implementation date for Direct Debit Requests (currently 31 March 2000) and concluding 12 calendar months from that date.
<i>us or we</i>	means <i>Maitland City Council</i> , (the Debit User) <i>you</i> have approved by authorising a <i>direct debit request</i> .
<i>you</i>	means the customer who signed the <i>direct debit request</i> .
<i>your financial institution</i>	is the financial institution where <i>you</i> hold the <i>account</i> that <i>you</i> have authorised <i>us</i> to arrange the debit.

1. Debiting your account	<p>1.1 By signing a <i>direct debit request</i>, you have given <i>us</i> permission to arrange for funds to be debited from <i>your</i> account. <i>You</i> should refer to the <i>direct debit request</i> and this <i>agreement</i> for the terms of the arrangement between <i>us</i> and <i>you</i>.</p> <p>1.2 <i>We</i> will only arrange for funds to be debited from <i>your account</i> as authorised in the <i>direct debit request</i>.</p> <p>Or</p> <p>1.3 If the <i>debit day</i> falls on a day that is not a <i>banking day</i>, <i>we</i> may direct your <i>financial institution</i> to debit <i>your account</i> on the following <i>banking day</i>. If <i>you</i> are unsure about which day <i>your account</i> has or will be debited <i>you</i> should ask <i>your financial institution</i>.</p>
2. Changes by us	<p>2.1 <i>We</i> 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.</p>
3 Changes by you	<p>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> in writing.</p> <p>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 seven (7) days before the next <i>debit day</i>. This notice should be given to <i>us</i> in the first instance; and/or <i>you</i> can arrange it through your financial institution.</p> <p>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> seven (7) days notice in writing before the next <i>debit day</i>. This notice should be given to <i>us</i> in the first instance; and/or <i>you</i> can arrange it through your financial institution.</p>

<p>4 Your obligations</p>	<p>4.1 It is <i>your</i> responsibility to ensure that there are sufficient clear funds available in your account to allow a <i>debit payment</i> to be made in accordance with the <i>direct debit request</i>.</p> <p>4.2 If there are insufficient clear funds in <i>your account</i> to meet the <i>debit payment</i>:</p> <ul style="list-style-type: none"> a <i>you</i> may be charged a fee and/or interest by your <i>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. <p>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.</p> <p>4.4 If Maitland City 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 Maitland City Council on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.</p>
<p>5 Dispute</p>	<p>5.1 If you believe that there has been an error in debiting <i>your account</i>, <i>you</i> can take it up with your financial institution direct; or notify <i>us</i> directly on 4934 9700 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.</p> <p>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 you in writing of the amount by which <i>your account</i> has been adjusted.</p> <p>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.</p> <p>5.4 Any queries <i>you</i> may have about an error made in debiting <i>your account</i> should be directed to us 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> behalf.</p>
<p>6 Accounts</p>	<p><i>You</i> should check:</p> <ul style="list-style-type: none"> a with <i>your financial institution</i> whether debiting is available from <i>your account</i> as direct debiting is not available on all accounts offered by financial institutions. b <i>your</i> account details 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 your <i>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>.
<p>7 Confidentiality</p>	<p>7.1 <i>We</i> will keep any information (including <i>your account</i> details) in <i>your direct debit request</i> confidential. <i>We</i> 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 <i>We</i> 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).
<p>8 Notice</p>	<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 PO Box 220, MAITLAND 2320.</p> <p>8.2 <i>We</i> will notify <i>you</i> by sending a notice in the ordinary post to the address <i>you</i> have given us in the <i>direct debit request</i>.</p> <p>8.3 Any notice will be deemed to have been received on the third <i>banking day</i> after posting.</p>