

# Direct Debit Request / Amendment

## ASSESSMENT INFORMATION

Property address			
Ratepayer name		Assessment	
Email			

## NOMINATED BANK ACCOUNT

Account Name			
BSB		Account number	

## REQUEST AND AUTHORITY TO DEBIT

I/we request and authorise Maitland City Council (User ID 093540) to arrange a debit to my/our Nominated Bank Account any amount Maitland City Council has deemed payable. This debit will be made through the Bulk Electronic Clearing System and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

START direct debit on		Amount	\$		
Frequency	<input type="checkbox"/> Annually	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Monthly	<input type="checkbox"/> Fortnightly	<input type="checkbox"/> Weekly
STOP direct debit on					<input type="checkbox"/> Until Further Notice

- Quarterly and Annual debits will be for the Amount Due as shown on your rate/instalment notice.
- Monthly debits are deducted on the last working day of the month only.
- Weekly and Fortnightly debits are deducted on a Friday only.

## ACKNOWLEDGEMENT

By signing this Direct Debit Request/Amendment, you acknowledge and agree 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		Date	
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*If signing for a company print full name and capacity for signing, eg Director*

**Privacy Statement:** Maitland City Council collects personal information to process and manage your direct debit request. Council manages personal information in accordance with the Privacy and Personal Information Protection Act 1998 (NSW) and the Local Government Privacy Code of Practice. For further information on how Council collects, uses, stores and discloses personal information, please refer to Council's Privacy Policy and Privacy Management Plan, available on Council's website or on request. Some of the information provided in this form may become part of Council's public records as required under the Local Government Act 1993 and the Environmental Planning and Assessment Act 1979, and may be disclosed in accordance with those Acts. Council may also be required to disclose personal information under the Government Information (Public Access) Act 2009. You may apply to access or amend your personal information by contacting Maitland City Council.

Submit form via email to [ask@maitland.nsw.gov.au](mailto:ask@maitland.nsw.gov.au) or post to PO Box 220, Maitland 2320

# Direct Debit Request Service Agreement

Please retain this section for your records

## 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 Maitland City Council.

**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 Direct Debit Request between us and you (and includes any Form PD-C approved for use in the transitional period).

**Transitional period:** 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.

**Us or we:** means Maitland City Council, (the debit user) you have approved by authorising 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 the debit.

## Terms & Conditions

### 1. Debiting your account

- 1.1. By signing a direct debit request, you have given us permission 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.

OR

- 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. Changes 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 fourteen (14) days' written notice.

### 3. Changes by you

- 3.1. Subject to 3.2 and 3.3, you may change the arrangements under a direct debit request by contacting us in writing.
- 3.2. If you wish to stop or defer a debit payment you must notify us in writing at least seven (7) days before the next debit day. This notice should be given to us in the first instance; and/or you can arrange it through your financial institution.
- 3.3. You may also cancel your authority for us to debit your account at any time by giving us seven (7) days' notice in writing before the next debit day. This notice should be given to us in the first instance; and/or you can arrange it through your financial institution.

### 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 meet the debit payment:
  - a. you may be charged a fee and/or interest by your financial institution
  - b. you may also incur fees or charges imposed or incurred by us
  - c. you must arrange for the debit payment to be made by another method
- 4.3 You should check your account statement to verify that the amounts debited from your account are correct.
- 4.4 If Maitland City Council is liable to pay goods and services tax (gst) on a supply made in connection with this agreement, then you agree to pay Maitland City Council 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 that there has been an error in debiting your account, you can take it up with your financial institution direct; or notify us directly on 4934 9700 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.
- 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 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.
- 5.4 Any queries you may have about an error made in debiting your account should be directed to 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 from you of the disputed transaction and may lodge a claim on your behalf.

## 6. Accounts

You should check:

- With your financial institution whether debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
- Your account details which you have provided to us are correct by checking them against a recent account statement.
- 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. Notice

- 8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to PO Box 220, MAITLAND 2320.
- 8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the direct debit request.
- 8.3 Any notice will be deemed to have been received on the third banking day after post