

Debtors Direct Debit Request Service Agreement

Privacy Statement

The information requested by Council on this form may constitute personal information under the *Privacy and Personal Information Protection Act 1998*. Council is allowed to collect the information from you to consider this matter. Supplying this information is voluntary. However if you cannot or do not wish to provide the information, we may not be able to consider the matter. If you need further details, please contact the Privacy Officer, Campbelltown City Council, corner Queen and Broughton Streets, Campbelltown.

Definitions

account	means the account held at your financial institution from which we are authorised to arrange for funds to be debited (<u>DOES NOT INCLUDE CREDIT CARDS</u>)
agreement	means this Direct Debit Request Service Agreement between you and us
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 (and includes any Form PD-C approved for use in the transitional period.)
us or we	means Campbelltown City Council who 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

<p>1. Debiting your account</p>	<p>1.1 By signing a Direct Debit Request Authority, you have authorised us to arrange for funds to be debited from your account. You should refer to the Authority and this agreement for the terms of the arrangements between us and you.</p> <p>1.2 We will only arrange for funds to be debited from your account as authorised in the Authority 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.</p> <p>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. If you are unsure about which day your account has or will be debited, you should ask your financial institution.</p> <p>1.4 Monthly instalments on Direct Debit Request Authority will occur on the 30th of the month with the exception of February where it will occur on the last business day of that month.</p>
<p>2. Changes by us</p>	<p>2.1 We may vary any details of this agreement or a direct debit request at any time by giving you at least five (5) days' written notice.</p>
<p>3. Changes by you</p>	<p>3.1 If you wish to amend a debit payment, you must notify us in writing at least 5 days before the next debit day.</p> <p>3.2 If you are a regular hirer of a hall and are not using the facility for a certain period, we require 5 days written notice to suspend these payments.</p> <p>3.3 You may also cancel your authority for us to debit your account at any time by giving us 5 days notice in writing before the next debit day.</p>
<p>4. Your obligations</p>	<p>4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account 1 day before and 2 days after the due date to allow a debit payment to be made in accordance with the Authority.</p> <p>4.2 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 may also incur fees or charges imposed or incurred by us; and (c) you must arrange for the debit payment to be made by another method or arrange for sufficient funds to be in your account by an agreed time so that we can process the debit payment.</p> <p>4.3 You should check your account statement to verify that the amounts debited from your account are correct.</p> <p>4.4 If National Australia Bank Limited ACN 004 044 937 ("NAB") is liable to pay goods and services tax ("GST") on a supply made by NAB in connection with this agreement, then you agree to pay the NAB on demand an amount equal to the consideration payable for the supply multiplied by the current GST rate.</p>

<p>5. Dispute</p>	<p>5.1 If you believe that there has been an error in debiting your account, you should notify us directly on (02) 4645 4528 and confirm that notice in writing with us as soon as possible so that we can resolve your query as quick as possible.</p> <p>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.</p> <p>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.</p> <p>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.</p>
<p>6. Accounts</p>	<p>You should check:</p> <p>6.1 with your financial institution whether direct debiting is available from your account.</p> <p>6.2 your account details which you have provided to us are correct by checking them against a recent account statement; and</p> <p>6.3 with your financial institution before completing the Authority if you have any queries.</p>
<p>7. Confidentiality</p>	<p>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.</p> <p>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.)</p>
<p>8. Notice</p>	<p>8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to Campbelltown City Council, PO Box 57, CAMPBELLTOWN NSW 2560.</p> <p>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.</p> <p>8.3 Any notice will be deemed to have been received two business days after it is posted.</p>