

**Rates - 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 (including Visa, Mastercard and AMEX).

**Agreement:** Means this Direct Debit Request Service Agreement between *you* and *us*.

**Authority:** A form sent with this agreement to collect your direct debit information called the 'Rates - Direct Debit Request Authority'.

**Business Day:** Means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

**Credit Card:** Visa, Mastercard and AMEX (excludes debit cards).

**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*.

**Merchant Service Fee (MSF):** The credit card commission is recovered from the credit card authority. The MSF will be calculated in addition to the amount stated in the "Details of Direct Debit" section on the "Rates - Direct Debit Request Authority".

**Payment Start Date:** Is the date nominated by you for direct debit payments to commence.

**Refunds:** For information regarding Council's policy on refunds, please visit [www.campbelltown.nsw.gov.au](http://www.campbelltown.nsw.gov.au) and follow the links to Council Policies.

**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.

**Debiting your Account**

- 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.
- 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.
- 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.  
Quarterly instalments paid by direct debit from a credit card will be rounded to the nearest whole dollar.

- 1.4 Direct debits shall be processed on the following basis:
- Weekly - every 7 days from the payment start date
  - fortnightly - every 14 days from the payment start date
  - monthly - every 30 days from the payment start date
  - quarterly - on due date
  - yearly - on 31 August each year.

### 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 five days written notice.

### Changes by You

- 3.1 If you wish to amend a debit payment, you must notify us in writing at least five days before the next debit day.
- 3.2 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.

### Your Obligations

- 4.1 It is your responsibility to ensure that there are sufficient funds available in your account one day before and two days after the due date to allow a debit payment to be made in accordance with the Authority.
- 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.
- 4.3 You should check your account statement to verify that the amounts debited from your account are correct.
- 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 the 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 prevailing GST rate.

### Dispute

- 5.1 If you believe that there has been an error in debiting your account, you should notify us directly on (02) 4645 4935 and also confirm the notice in writing with us as soon as possible so that we can resolve your query as quickly as possible.
- 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 a refund.
- 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.

### Accounts (includes Visa, Mastercard and AMEX)

You should check:

- 6.1 With your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
- 6.2 Your account details which you have provided to us are correct by checking them against a recent account statement.
- With your financial institution any details if you are unsure about completing this Authority.

## **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; orfor the purposes of this agreement (including disclosing information in connection with any query or claim).

## **Refunds**

- 8.1 All refunds are subject to an approval process, any overpayments shall be remitted in accordance with Council policy.
- 8.2 A copy of this policy is available from Council's website [www.campbelltown.nsw.gov.au](http://www.campbelltown.nsw.gov.au).
- 8.3 All requests for a refund must be made in writing.

## **Notice**

- 9.1 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.
- 9.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the direct debit request.
- 9.3 Any notice will be deemed to have been received two business days after it is posted



Request and Authority to debit the account named below to pay Campbelltown City Council

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**Please return this completed application to PO Box 57, CAMPBELLTOWN NSW 2560**

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