

# **Direct Debit Request**

## Request and Authority to debit the account named below to pay **Goondiwindi Regional Council**

Request and Authority to debit	Your Surname or company name
	Your Given names or ACN/ABN/ARBN
	request and authorise <b>Goondiwindi Regional Council 384652</b> to arrange, through its own financial institution, a debit to your nominated account any amount <b>Goondiwindi Regional Council</b> , has deemed payable by <i>you</i> .
	This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from <i>your</i> 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.
Insert the name and	Financial institution name
address of financial institution at which account is held	Address
Insert details of account	Name/s on account
to be debited	BSB number (Must be 6 Digits):     -
	Account number   _ _ _
Frequency of Debits	☐ The amount to be debited each time is \$
	(amount in words)
	The first debit may be made on <b>Friday</b> / and at
	☐ weekly ☐ fortnightly ☐ Monthly {intervals after that (on Fridays)}
	Please indicate the week the monthly payment is to be made ☐ (week 1, 2, 3, 4 or 5)
	☐ Full amount of rates and charges due (This will be debited 3 days prior to due date)
Acknowledgment	By <b>signing</b> and/or providing us with a <b>valid instruction</b> in respect to <b>your</b> Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and <b>Goondiwindi Regional Council</b> as set out in this Request and in your Direct Debit Request Service Agreement.
Insert your signature and address	Postal Address
	Property Address
	(payment to be allocated to this property)
	Contact Number During Office Hours
	Signature
	(If signing for a company, sign and print full name and capacity for signing eg. director)
	Date:/



### **Direct Debit Request Service Agreement**

#### **Definitions**

1.

2.

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 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.

us or we means Goondiwindi Regional Council, the Debit User 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.

- By signing a *direct debit request, you* have authorised *us* 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.
- 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
- 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.
- 3.1 Subject to 3.2 and 3.3, *you* may change the arrangements under a *direct debit request* by contacting *us* on 07 4671 7400.
- 3.2 If you wish to stop or defer a *debit payment you* must notify us in writing at least fourteen (14) days before the next *debit day*. This notice should be given to *us* in the first instance.
- 3.3 You may also cancel your authority for us to debit your account at any time by giving us fourteen (14) days notice in writing before the next debit day. This notice should be given to us in the first instance.
- 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 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 clear funds to be in your account by an agreed time so that we can process the debit payment.
  - (d) if the direct debit arrangement defaults 3 times this agreement will be permanently terminated. Direct debits will no longer be an option and other payment methods will need to be established.
- 4.3 You should check your account statement to verify that the amounts debited from your account are correct
- 4.4 If Goondiwindi Regional Council is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay Goondiwindi Regional Council on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.
- 5.1 If you believe that there has been an error in debiting *your account, you* should notify *us* directly on 07 4671 7400 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.

You should check:

- (a) 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.
- (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 direct debit request if you have any queries about how to complete the direct debit request.
- 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).
- 8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to The Chief Executive Officer, Goondiwindi Regional Council, Locked Mail Bag 7, INGLEWOOD QLD 4387.
- 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 two business days after it is posted.

Debiting your

account

3. Changes by you

Changes by us

4. Your obligations

5 Dispute

- 6. Accounts
- 7. Confidentiality
- 8. Notice