



**GUNDAGAI SHIRE COUNCIL**

**DIRECT DEBIT REQUEST SERVICE AGREEMENT**

<p><b>Definitions</b></p>	<p><b>account</b> means the account held at your financial institution from which we are authorised to arrange for funds to be debited.  <b>agreement</b> means this Direct Debit Service Agreement between <b>you</b> and <b>us</b>.  <b>business day</b> means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.  <b>debit day</b> means the day the payment by <b>you</b> to <b>us</b> is due.  <b>debit payment</b> means a particular transaction where a debit is made.  <b>direct debit request</b> means the Direct Debit Request between <b>us</b> and <b>you</b> (and includes any Form PD-C approved for use in the <b>transitional period</b>).  <b>transitional period</b> 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.  <b>us</b> or <b>we</b> means Gundagai Shire Council you have authorised by signing a <b>direct debit request</b>.  <b>you</b> means the customer who signed the <b>direct debit request</b>.  <b>your financial institution</b> means the financial institution where <b>you</b> hold the account that <b>you</b> have authorised <b>us</b> to arrange to debit.</p>
<p><b>1. Debiting your account</b></p>	<p>1.1 By signing a <b>direct debit request</b>, <b>you</b> have authorised <b>us</b> to arrange for funds to be debited from <b>your account</b>. <b>You</b> should refer to the <b>direct debit request</b> and this <b>agreement</b> for the terms of the arrangement between <b>us</b> and <b>you</b>.  1.2 <b>We</b> will only arrange for funds to be debited from <b>your account</b> as authorised in the <b>direct debit request</b>.  1.3 If the <b>debit day</b> falls on a day that is not a <b>business day</b>, <b>we</b> may direct <b>your financial institution</b> to debit <b>your account</b> on the following <b>business day</b>.</p>
<p><b>2. Changes by us</b></p>	<p>2.1 <b>We</b> may vary any details of this <b>agreement</b> or a <b>direct debit request</b> at any time by giving <b>you</b> at least fourteen (14) days' written notice.</p>
<p><b>3. Changes by you</b></p>	<p>3.1 Subject to 3.2 and 3.3, <b>you</b> may change the arrangements made under a <b>direct debit request</b> by contacting <b>us</b> on Telephone No. (02) 69 440 200 or by Facsimile on (02) 69 441 475.  3.2 If <b>you</b> wish to stop or defer a <b>debit payment</b> <b>you</b> must notify <b>us</b> at least seven (7) days before the next <b>debit day</b>. This notice should be given to <b>us</b> in the first instance.  3.3 <b>You</b> may also cancel <b>your</b> authority for <b>us</b> to debit <b>your account</b> at any time by giving <b>us</b> seven (7) days notice in writing before the next <b>debit day</b>. This notice should be given to <b>us</b> in the first instance.</p>
<p><b>Your obligations</b></p>	<p>4.1 It is <b>your</b> responsibility to ensure that there are sufficient clear funds available in <b>your account</b> to allow a <b>debit payment</b> to be made in accordance with the <b>direct debit request</b>.  4.2 If there are insufficient clear funds in <b>your account</b> to meet a <b>debit payment</b>:  (a) <b>you</b> may be charged a fee and/or interest by <b>your financial institution</b>;  (b) <b>you</b> may also incur fees or charges imposed on <b>us</b>; and  (c) <b>you</b> must arrange for the <b>debit payment</b> to be made by another method or arrange for sufficient clear funds to be in <b>your account</b> by an agreed time so that <b>we</b> can process the <b>debit payment</b>.  4.3 <b>You</b> should check <b>your account</b> statement to verify that the amounts debited from <b>your account</b> are correct.  4.4 If National Australia Bank Limited A.C.N. 004 044 937 ("National") is liable to pay goods and services tax ("GST") on a supply made by the National in connection with this <b>agreement</b>, then <b>you</b> agree to pay the National on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.</p>
<p><b>5. Dispute</b></p>	<p>5.1 If <b>you</b> believe that there has been an error in debiting <b>your account</b>, <b>you</b> should notify <b>us</b> directly on telephone (02) 69 440 200 and confirm that notice in writing with <b>us</b> as soon as possible so that <b>we</b> can resolve <b>your</b> query more quickly.  5.2 If <b>we</b> conclude as a result of our investigation that <b>your account</b> has been debited incorrectly <b>we</b> will respond to <b>your</b> query by arranging for <b>your financial institution</b> to adjust <b>your account</b> (including interest and charges) accordingly. <b>We</b> will also notify <b>you</b> in writing of the amount by which <b>your account</b> has been adjusted.  5.3 If <b>we</b> conclude as a result of our investigations that <b>your account</b> has not been incorrectly debited then <b>we</b> will respond to <b>your</b> query by providing <b>you</b> with reasons and any evidence for this finding.  5.4 Any queries <b>you</b> may have about a possible error made in debiting <b>your account</b> should be directed to <b>us</b> in the first instance so that <b>we</b> can attempt to resolve the matter between <b>us</b> and <b>you</b>. If <b>we</b> cannot resolve the matter <b>you</b> can still refer it to <b>your financial institution</b> which will obtain details from <b>you</b> of the disputed transaction and may lodge a claim on <b>your</b> behalf.</p>
<p><b>6. Accounts</b></p>	<p>6.1 <b>You</b> should check:  (a) with <b>your financial institution</b> whether direct debiting is available from <b>your account</b> as direct debiting is not available on all accounts offered by financial institutions.  (b) <b>your account</b> details which <b>you</b> have provided to <b>us</b> are correct by checking them against a recent account statement; and  (c) with <b>your financial institution</b> before completing the <b>direct debit request</b> if <b>you</b> have any queries about how to complete the <b>direct debit request</b>.</p>
<p><b>7. Confidentiality</b></p>	<p>7.1 <b>We</b> will keep any information (including <b>your account</b> details) in your <b>direct debit request</b> confidential. <b>We</b> will make reasonable efforts to keep any such information that <b>we</b> have about <b>you</b> secure and to ensure that any of our employees or agents who have access to such information about <b>you</b> do not make any unauthorised use, modification, reproduction or disclosure of that information.  7.2 <b>We</b> will only disclose information that <b>we</b> have about <b>you</b>:  (a) to the extent specifically required by law; or  (b) for the purposes of this <b>agreement</b> (including disclosing information in connection with any query or claim).</p>
<p><b>8. Notice</b></p>	<p>8.1 If <b>you</b> wish to notify <b>us</b> in writing about anything relating to this <b>agreement</b>, <b>you</b> should write to:  The General Manager  Gundagai Shire Council  P.O.Box 34,  GUNDAGAI N.S.W. 2722  8.2 <b>We</b> will notify <b>you</b> by sending a notice in the ordinary post to the address <b>you</b> have given <b>us</b> in the <b>direct debit request</b>.  8.3 Any notice will be deemed to have been received two (2) <b>business days</b> after it is posted.</p>