

RATES PAYMENT – DIRECT DEBIT REQUEST

I/We _____ authorise and request Wellington Shire Council (066686) to arrange for funds to be debited from my/our savings/cheque account through the Bulk Electronic Clearing System (BECS).

This authorisation is to remain in force until further written notice. This request may be terminated at any time, by notice in writing by Wellington Shire Council or yourselves and you must adopt an alternative method of payment. Incorrectly completed forms will be returned to the applicant. Application will only be valid if the original form is returned to Wellington Shire Council correctly completed. The request will take approximately ten working days to process. It is the applicants responsibility to ensure sufficient funds are available by the required dates.

Assessment Number: _____
(refer to rate notice)

Name: _____

Property Location: _____

Mailing Address: _____

Contact Phone Number: AH _____ BH _____

PAYMENT METHOD

Name of Financial Institution

Branch

Account Holders Name(s)

BSB number

 -

Account Number

PAYMENT FREQUENCY

✓ Please Tick

- | | | |
|---|--------------------------|--|
| 1. Pre Payment (30 September) – total balance | <input type="checkbox"/> | Application to be received no later than 15 September |
| 2. Quarterly (30 Sep, 30 Nov, 28 Feb, 31 May) | <input type="checkbox"/> | Application to be received 14 days prior to next debit day |
| 3. Monthly (last working day of each month Sep-May) | <input type="checkbox"/> | Application to be received no later than 15 September |
| 4. Arrears Only | <input type="checkbox"/> | By arrangement with Council |

I/We authorise the following:

- The Debit User to verify the details of the above mentioned account with my/our Financial Institution.
- The Financial Institution to release information allowing the Debit User to verify the above mentioned account details.

Signed by Customer

Date

Signed by Customer

Date

DIRECT DEBIT REQUEST SERVICE AGREEMENT RATES PAYMENTS

1. Definitions

Account means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

Act means the Local Government Act 1989 as amended.

Agreement means this Direct Debit Request Service Agreement between you and us.

Business Day means a day other than 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 *You* and *Us*.

Us or We means Wellington Shire Council.

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.

2. Debiting Your Account

2.1 By signing a Direct Debit Request you authorise and request us to arrange for funds to be debited from your account, through the 'Bulk Electronic Clearing System (BECS)'. You should refer to the Direct Debit Request and this Agreement for the terms of the arrangement between you and us.

2.2 We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request and on the following basis.

2.2.1 If payment by Pre Payment is the chosen payment frequency the Debit Payment will be made on the 30 September.

2.2.2 If payment by Four Quarterly Instalments is the chosen payment frequency the Debit Payments will be made on the date specified under Section 167(2) of the Act (currently the last day of September, November, February and May).

2.2.3 If Regular Monthly Payment is the chosen payment frequency the Debit Payments will be made on the last day of the month.

2.2.4 If you are uncertain as to when the debit will be processed, you should contact council directly to confirm.

2.3 If the Debit Day falls on a day that is not a Business Day we will debit your account on the preceding Business Day.

3. Changes By Us

3.1 We may vary any details of this Agreement or a Direct Debit Request at any time by giving you at least fourteen (14) days notice in writing.

4. Changes By You

4.1 Subject to this section you may change the arrangements under a Direct Debit Request by contacting in writing Wellington Shire Council Rates Department PO Box 506, Sale, Victoria 3850.

4.2 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.

4.3 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.

5. Your Obligations

5.1 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.

5.2 If there are insufficient clear funds in your account to meet a debit payment:

5.2.1 You will be charged a fee and/or interest by your Financial Institution;

5.2.2 You will be responsible for any fees or charges incurred by us. In addition a dishonour fee will be charged. The dishonour fee is listed annually in the Council Budget Papers.

5.2.3 You must arrange for the dishonoured Debit Payment to be made by another method; and

5.2.4 If Debit payments are dishonoured on more than two consecutive occasions we retain the right to cancel the Direct Debit Request with you.

5.3 You should check your Account statement to verify that the amounts debited from your Account are correct.

6. Dispute

6.1 If you believe that there has been an error in debiting your account you should notify us immediately on 1300 366 244 and confirm in writing with us as soon as possible so that we can resolve your query promptly.

6.2 If we conclude as a result of our investigations that your account has been incorrectly debited we will arrange a refund of the incorrect debit.

6.3 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 you and us. 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.

7. Accounts

7.1 You should check:

7.1.2 with your Financial Institution whether direct debiting is available from your Account as direct debiting through (BECS) is not available on all Accounts offered by Financial Institutions.

7.1.3 your Account details which you have provided to us are correct by checking them against a recent Account statement; and

7.1.4 with your Financial Institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

8. Confidentiality

8.1 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.

8.2 We will only disclose information that we have about you:

8.2.1 to those specifically required by law; or

8.2.2 for the purposes of this Agreement (including disclosing information in connection with any query or claim).

9. Notice

9.1 If you wish to notify us in writing about anything relating to this Agreement, you should write to Wellington Shire Council, PO Box 506, Sale, Victoria 3850.