



## Rates - Direct Debit Request

<b>Request and Authority to debit the account named below to pay Hume City Council</b>	
<b>Request and Authority to debit</b>	<b>Surname or company name</b> _____ <b>Given names or ACN/ARBN</b> _____ ("you")  request and authorise Hume City Council [ <i>Debit User Identification Number 169271</i> ] to arrange, through its own financial institution, for any amount Hume City Council may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below and paid to the Debit User, subject to the terms and conditions of the Direct Debit Request Service Agreement and the frequency of payments as detailed below.
<b>Insert the name and address of financial institution at which account is held</b>	<b>Financial institution name</b> _____ <b>Address</b> _____ _____
<b>Insert details of account to be debited (Cheque or Savings Account only – not Credit Card)</b>	<b>Name on account</b> _____ <b>BSB number</b>   _   _   _   -   _   _   _   <b>Account number</b>   _   _   _   _   _   _   _   _   _
<b>Acknowledgment</b>	By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and Hume City Council as set out in this Request and in your Direct Debit Request Service Agreement.
<b>Frequency of payments</b>	<input type="checkbox"/> <b>Four instalments- payment dates as shown on the rate notice</b> <b>Or</b> <input type="checkbox"/> <b>Nine instalments – From 30 Sept to 31 May each Financial Year.</b>
<b>Your signature and postal address / contact details</b>	<b>Signature</b> _____ (If signing for a company, sign and print full name and capacity for signing eg. director) <b>Address</b> _____ _____ <b>Daytime Telephone No:</b> _____ <b>Date</b> ___/___/___
<b>Insert details of Rate account to be credited</b>	<b>Property Number</b>   _   _   _   _   _   _   _   <b>Property Address</b> _____

**THIS PAGE TO BE RETURNED TO COUNCIL**

## Direct Debit Request - Service Agreement

<b>Definitions</b>	<p><i>account</i> means the account held at <i>your financial institution</i> from which <i>we</i> are authorised to arrange for funds to be debited, being a Cheque or Savings Account only.</p> <p><i>agreement</i> means this Direct Debit Request Service Agreement between <i>you</i> and <i>us</i>.</p> <p><b><i>banking day</i> means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</b></p> <p><i>debit day</i> means the day that payment by <i>you</i> to <i>us</i> is due.</p> <p><i>debit payment</i> means a particular transaction where a debit is made.</p> <p><i>direct debit request</i> means the Direct Debit Request between <i>us</i> and <i>you</i>.</p> <p><i>us</i> or <i>we</i> means Hume City Council (the Debit User) <i>you</i> have authorised by signing a <i>direct debit request</i>.</p> <p><i>you</i> means the customer who signed the <i>direct debit request</i>.</p> <p><i>your financial institution</i> is the financial institution where <i>you</i> hold the <i>account</i> that <i>you</i> have authorised <i>us</i> to arrange to debit.</p>
<b>1. Debiting your account</b>	<p>1.1 By signing a <i>direct debit request</i>, <i>you</i> have authorised <i>us</i> to arrange for funds to be debited from <i>your account</i>. <i>You</i> should refer to the <i>direct debit request</i> and this <i>agreement</i> for the terms of the arrangement between <i>us</i> and <i>you</i>.</p> <p>1.2 <i>We</i> will only arrange for funds to be debited from <i>your account</i> as authorised in the <i>direct debit request</i>.</p> <p>1.3 <b>If the <i>debit day</i> falls on a day that is not a <i>banking day</i>, <i>we</i> may direct <i>your financial institution</i> to debit <i>your account</i> on the following <i>banking day</i>.</b>        If <i>you</i> are unsure about which day <i>your account</i> has or will be debited <i>you</i> should ask <i>your financial institution</i>.</p>
<b>2. Changes by us</b>	<p><i>We</i> may vary any details of this <i>agreement</i> or a <i>direct debit request</i> at any time by giving <i>you</i> at least fourteen (14) days' written notice.</p>
<b>3. Changes by you</b>	<p>3.1 Subject to 3.2 and 3.3, <i>you</i> may change the arrangements under a <i>direct debit request</i> by contacting <i>us</i> on 9205 2200.</p> <p>3.2 If <i>you</i> wish to stop or defer a <i>debit payment</i> <i>you</i> must notify <i>us</i> in writing at least 5 days before the next <i>debit day</i>. This notice should be given to <i>us</i> in the first instance.</p> <p>3.3 <i>You</i> may also cancel <i>your</i> authority for <i>us</i> to debit <i>your</i> account at any time by giving <i>us</i> 5 days notice in writing before the next <i>debit day</i>. This notice should be given to <i>us</i> in the first instance.</p>
<b>4. Your obligations</b>	<p>4.1 It is <i>your</i> responsibility to ensure that there are sufficient clear funds available in <i>your</i> account to allow a <i>debit payment</i> to be made in accordance with the <i>direct debit request</i>.</p> <p>4.2 If there are insufficient clear funds in <i>your account</i> to meet a <i>debit payment</i>:</p> <ul style="list-style-type: none"> <li>(a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>;</li> <li>(b) <i>you</i> may also incur fees or charges imposed or incurred by <i>us</i>; and</li> <li>(c) <i>you</i> must arrange for the <i>debit payment</i> to be made by another method or arrange for sufficient clear funds to be in <i>your account</i> by an agreed time so that <i>we</i> can process the <i>debit payment</i>.</li> </ul> <p>4.3 <i>You</i> should check <i>your account</i> statement to verify that the amounts debited from <i>your account</i> are correct</p> <p>4.4 If Hume City Council is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then <i>you</i> agree to pay Hume City Council on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.</p>

<b>5. Dispute</b>	<p>5.1 If you believe that there has been an error in debiting <i>your account</i>, you should notify <i>us</i> directly on 9205 2200 and confirm that notice in writing with <i>us</i> as soon as possible so that <i>we</i> can resolve <i>your</i> query more quickly.</p> <p>5.2 If <i>we</i> conclude as a result of our investigations that <i>your</i> account has been incorrectly debited <i>we</i> will respond to <i>your</i> query by arranging for <i>your financial institution</i> to adjust <i>your</i> account (including interest and charges) accordingly. <i>We</i> will also notify you in writing of the amount by which <i>your account</i> has been adjusted.</p> <p>5.3 If <i>we</i> conclude as a result of our investigations that <i>your account</i> has not been incorrectly debited <i>we</i> will respond to <i>your</i> 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 <i>your account</i> should be directed to us in the first instance so that <i>we</i> can attempt to resolve the matter between <i>us</i> and <i>you</i>. If <i>we</i> cannot resolve the matter you can still refer it to <i>your financial institution</i> which will obtain details from you of the disputed transaction and may lodge a claim on <i>your</i> behalf.</p>
<b>6. Accounts</b>	<p>You should check:</p> <p>(a) with <i>your financial institution</i> whether direct debiting is available from <i>your account</i> as direct debiting is not available on all accounts offered by financial institutions.</p> <p>(b) <i>your</i> account details which you have provided to <i>us</i> are correct by checking them against a recent <i>account</i> statement; and</p> <p>(c) with <i>your financial institution</i> before completing the <i>direct debit request</i> if you have any queries about how to complete the <i>direct debit request</i>.</p>
<b>7. Confidentiality &amp; Privacy Statement</b>	<p>7.1 <i>We</i> will keep any information (including <i>your account</i> details) in <i>your direct debit request</i> confidential. <i>We</i> will make reasonable efforts to keep any such information that <i>we</i> have about you secure and to ensure that any of <i>our</i> 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 <i>We</i> will only disclose information that <i>we</i> have about you:</p> <p>(a) to the extent specifically required by law; or</p> <p>(b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).</p> <p>(c) You may access this information by contacting Council on 9205 2200.</p> <p>(d) For further information see Council's Information Privacy Policy</p>
<b>8. Notice</b>	<p>8.1 If you wish to notify <i>us</i> in writing about anything relating to this <i>agreement</i>, you should write to Hume City Council PO Box 119 Broadmeadows 3047</p> <p>8.2 <i>We</i> will notify you by sending a notice in the ordinary post to the address you have given <i>us</i> in the <i>direct debit request</i>.</p> <p>8.3 Any notice will be deemed to have been received on the third <i>banking day</i> after posting.</p>

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