

Direct Debit Service Agreement

The following is your Direct Debit Service Agreement with **The Hills Shire Council ABN 25 034 494 656**. The agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit *Provider*.

We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR form.

Definitions

- **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*.
- **banking 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 with **The Hills Shire 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** means the financial institution nominated by *you* on the DDR at which the *account* is maintained.

1. Debiting your account

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.

We will only arrange for funds to be debited from your *account* as authorised in the *Direct Debit Request*. If the *debit day* falls on a day that is not a *banking day*, we may direct your *financial institution* to debit your *account* on the following *banking day*.

If you are unsure about which day your *account* has or will be debited you should ask your *financial institution*.

2. Amendments by us

We may vary any details of this *agreement* or a *Direct Debit Request* at any time by giving you at least **14 days'** written notice.

This *agreement* will be immediately cancelled by us if the Direct Debit is dishonoured three times in a row.

3. Amendments by you

You may change, stop or defer a debit payment, or terminate this *agreement* by providing us with at least **14 days'** notification:

Email: council@thehills.nsw.gov.au

Mail: The Hills Shire Council, PO Box 7064,
NORWEST, NSW 2153

Phone us on **(02) 9843 0247** during business hours **or** arranging it through your own financial institution.

4. Your obligations

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**. 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*.

You should check your *account* statement to verify that the amounts debited from your *account* are correct.

5. Dispute

If you believe that there has been an error in debiting your *account*, you should notify us directly on **(02) 9843 0247** and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up with your financial institution direct.

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.

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 in writing.

6. Accounts

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. Confidentiality

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.

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. Notice

If you wish to notify us in writing about anything relating to this *agreement*:

Email: council@thehills.nsw.gov.au

Mail: The Hills Shire Council, PO Box 7064,
NORWEST, NSW 2153

We will notify you by sending a notice to the latest email address supplied by you or in the ordinary post to the latest mailing address you have given us.

Any notice will be deemed to have been received on the third *banking day* after posting.

Privacy & Personal Information

Council is bound by the provisions of the Privacy & Personal Information Protection Act 1998, in the collection, storage and utilisation of personal information provided. Accordingly, the personal information will only be utilised for the purposes for which it has been obtained and may be available for access and/or disclosure under various NSW Government Legislation.