

## DIRECT DEBIT – TERMS AND CONDITIONS

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PLEASE READ THIS FORM BEFORE COMPLETING THE DIRECT DEBIT REQUEST FORM.

THIS FORM SHOULD **NOT** BE RETURNED TO COUNCIL, YOU SHOULD RETAIN THIS FORM FOR YOUR RECORDS.

### Definitions

<i>account</i>	means the <i>account</i> held at <i>your financial institution</i> from which we are authorised to arrange for funds to be debited.
<i>agreement</i>	means this <i>Direct Debit Request Service Agreement</i> between <i>you</i> and <i>us</i> .
<i>business day</i>	means a <i>day</i> other than a <i>Saturday</i> or a <i>Sunday</i> or a public holiday listed throughout Australia.
<i>Debit day</i>	means the <i>day</i> that payment by <i>you</i> to <i>us</i> is due.
<i>Debit payment</i>	means a particular transaction where a Debit is made.
<i>Direct Debit request</i>	means the <i>Direct Debit Request</i> between <i>us</i> and <i>you</i> .
<i>us</i> or <i>we</i>	means <i>Hilltops Council</i> , the Debit User <i>you</i> have authorised by signing a <i>Direct Debit request</i> .
<i>you</i>	means the customer who signed the <i>Direct Debit request</i> .
	<i>your financial institution</i> is the <i>financial institution</i> where <i>you</i> hold the <i>account</i> that <i>you</i> have authorised <i>us</i> to arrange to Debit.

- 1. Debiting your Account**
- 1.1 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 form*.
  - 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*. Should for operational reasons the debit does not occur on the nominated *day* it is still *your* responsibility to ensure there are sufficient funds to cover the transaction when it is initiated on the most practical *day*.

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

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- 2. Changes by us** 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. Changes by you** 3.1 subject to 3.2 and 3.3, *you* may change the arrangements under *Direct Debit request* by contacting *us* on 02 6380 1200
- 3.2 If *you* wish to stop or defer a debit payment *you* must notify *us* in writing at least 5 *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* seven (7) *days* written notice. This notice should be given to *us* in the first instance.
- 4. Obligations** 4.1 It is *your* responsibility to ensure 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* shall also incur fees and 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.
- 4.3 *You* should check *your account* statement to verify the amounts debited from *your account* are correct.
- 4.4 If *Hilltops Council* is liable to pay goods and services tax (GST) on a supply made in connection with this *agreement*, then *you* agree to pay *Hilltops Council* on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.
- 5. Dispute** 5.1 If *you* believe there has been an error in debiting *your account*, *you* should notify *us* directly on 02 6380 1200 and confirm that notice in writing with *us* as soon as possible so *we* can resolve *your* query promptly.
- 5.2 If *we* conclude as a result of our investigations *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 notify *you* in writing of the amount by which *your account* has been adjusted.

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- 5.3 If we conclude as a result of our investigations *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 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.

### 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

7.1 We will keep any information (including *your account* details) in *your Direct Debit request* application confidential. We will make reasonable efforts to keep any such information which 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 *your* information.

7.2 We will only disclose information we have about *you*:

- (a) to the extent specifically required by law; or
- (b) for the purpose of this *agreement* (including disclosing information in connection with any query or claim)
- (c) to the person nominated on the *Direct Debit request form*

### 8. Notice

8.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to:

General Manager  
Hilltops Council  
Locked Bag 5  
YOUNG NSW 2594

8.2 We will notify *you* by sending a notice in the ordinary post to the address *you* have given in the *Direct Debit request*.

8.3 Any notice will be deemed to have been received two *business days* after it is posted.