General Manager
Hilltops Council
Locked Bag 5
YOUNG NSW 2594
Ph:1300 445 586
Email: mail@hilltops.nsw.gov.au

DIRECT DEBIT – TERMS AND CONDITIONS

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

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*.
business 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 *Hilltops 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 is the *financial institution* where *you* hold the *account* that *you* have authorised *us* 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) *day*s 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 1300 445 586

3.2 If *you* wish to stop or defer a debit payment *you* must notify *us* in writing at least 5 *day*s 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) *day*s 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 1300 445 586 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 bet*w*een *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. *Account*s *You* should check:

(a) with *your financial institution* whether *direct debiting* is available from *your account* as *direct debiting* is not available on all *account*s offered by *financial institution*s.
(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:

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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 day*s after it is posted.