

Narromine Shire Council 120-124 Dandaloo Street Narromine NSW 2821

Ph: 02 6889 9999 Fax: 02 6889 9998

mail@narromine.nsw.gov.au www.narromine.nsw.gov.au

## DIRECT DEBIT REQUEST (DDR)

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## **Direct Debit Request Service Agreement**

This is your Direct Debit Service Agreement with **Narromine Shire Council**, **User ID 405550 & ABN 99 352 328 405**. It explains 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.

Please keep this agreement 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 authorisation.

Definitions	<b>account</b> means the account held at <i>your financial institution</i> from which <i>we</i> are authorised to arrange for funds to be debited.
	agreement means this Direct Debit Request Service Agreement between you and us.
	<b>banking day</b> 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 Narromine Shire Council, (the Debit User) you have authorised by requesting a Direct Debit Request.
	you means the customer who has signed or authorised by other means the Direct Debit Request.
	your financial institution means the financial institution nominated by you on the DDR at which the account is maintained.
Debiting your account	1.1 By signing a <i>Direct Debit Request</i> or by providing <i>us</i> with a valid instruction, <i>you</i> have authorised <i>us</i> to arrange for funds to be debited from <i>your account. 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> .
	1.2 We will only arrange for funds to be debited from <i>your account</i> as authorised in the <i>Direct Debit Request</i> .
	or
	We will only arrange for funds to be debited from <i>your account</i> if we have sent to the address nominated by <i>you</i> in the <i>Direct Debit Request</i> , a billing advice which specifies the amount payable by <i>you</i> to us and when it is due.
	1.3 If the <i>debit day</i> falls on a day that is not a <i>banking day</i> , we may direct <i>your financial institution</i> to debit <i>your account</i> on the following <i>banking day</i> . If <i>you</i> are unsure about which day <i>your account</i> has or will be debited you should ask <i>your financial institution</i> .
2. Amendments by us	21 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. Amendments by you	3.1 You may change*, stop or defer a debit payment, or terminate (cancel) this agreement at any time by providing us with at least <b>fourteen (14) days</b> notification by writing to:
	The General Manager, Narromine Shire Council, PO Box 115, Narromine NSW 2821
	or
	by telephoning us on <b>02 6889 9999</b> during business hours;
	or
	arranging it through your own financial institution, which is required to act promptly on your instructions
	*Note: in relation to the above reference to 'change', your financial institution may change your debit payment only to the extent of advising us <b>Narromine Shire Council</b> of your new account details.

4. Your obligations	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> .
	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 may also incur fees or charges by us as outlined in Council's Fees and Charges; 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 that the amounts debited from your account are correct.
5. Disputes	5.1 If you believe there has been an error in debiting <i>your account</i> , <i>you</i> should notify <b>Council's Customer Service &amp; Payments Centre</b> 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 directly with your financial institution.
	5.2 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.
	5.3 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:
	<ul> <li>a) with your financial institution whether direct debiting is available from your account as direct debiting is not available through BECS on all accounts offered by financial institutions.</li> </ul>
	<ul> <li>b) your account details which you have provided to us are correct by checking them against a recent account statement; and</li> </ul>
	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 <i>your account</i> details) in <i>your Direct Debit Request</i> confidential. We will make reasonable efforts to keep any such information that we have about <i>you</i> secure and to ensure that any of <i>our</i> employees or agents who have access to information about <i>you</i> do not make any unauthorised use, modification, reproduction or disclosure of that information.
	7.2 We will only disclose information that we have about you:
	a) to the extent specifically required by law; or
	<ul> <li>b) for the purposes of this agreement (including disclosing information in connection with any query or claim).</li> </ul>
8. Notice	8.1 If <i>you</i> wish to notify <i>us</i> in writing about anything relating to this <i>agreement</i> , you should write to:
	The General Manager, Narromine Shire Council, PO Box 115, Narromine NSW 2821
	8.2 We may send notices either electronically to your email address or by ordinary post to the address you have given us.
	8.3 Any notice will be deemed to have been received on the third banking day after emailing or posting.