



Direct Debit Request Service Agreement

This is your Direct Debit Service Agreement with Moree Plains Shire Council APCA ID 025631 46 566 790 582. 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.

<p>Definitions</p>	<p>account means the account held at <i>your financial institution</i> from which we are authorised to arrange for funds to be debited.</p> <p>credit card means the credit card held at <i>your financial institution</i> from which we are authorised to arrange for funds to be debited.</p> <p>agreement means this Direct Debit Request Service Agreement between <i>you</i> and <i>us</i>.</p> <p>banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</p> <p>debit day means the day that payment by <i>you</i> to <i>us</i> is due.</p> <p>debit payment means a particular transaction where a debit is made.</p> <p>direct debit request means the Direct Debit Request between <i>us</i> and <i>you</i>.</p> <p>us or we means Moree Plains Shire Council, (the Debit User) <i>you</i> have authorised by requesting a <i>Direct Debit Request</i>.</p> <p>you means the customer who has signed or authorised by other means the <i>Direct Debit Request</i>.</p> <p>your financial institution means the financial institution nominated by <i>you</i> on the DDR at which the <i>account</i> is maintained.</p>
<p>1. Debiting your account</p>	<p>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</i> or <i>credit card</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> or <i>credit card</i> as authorised in the <i>Direct Debit Request</i>.</p> <p>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> or <i>credit card</i> on the following <i>banking day</i>. If <i>you</i> are unsure about which day <i>your account</i> or <i>credit card</i> has or will be debited you should ask <i>your financial institution</i>.</p>
<p>2. Amendments by <i>us</i></p>	<p>2.1 <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>
<p>3. Amendments by <i>you</i></p>	<p>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 10 days notification by writing to:</p> <p>council@mpsc.nsw.gov.au</p> <p>or</p> <p>Moree Plains Shire Council PO BOX 420 MOREE NSW 2400</p> <p>or</p> <p>by telephoning us on (02) 6757 3222 during business hours;</p> <p>*Note: In relation to the above reference to 'change', your financial institution may change your direct debit payment only to the extent of advising Moree Plains Shire Council of your new account details.</p>

<p>4. Your obligations</p>	<p>4.1 It is <i>your</i> responsibility to ensure that there are sufficient clear funds available in <i>your account</i> or <i>credit card</i> 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> or <i>credit card</i> to meet a <i>debit payment</i>:</p> <ul style="list-style-type: none"> a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>; b) <i>you</i> may also incur fees or charges imposed or incurred by <i>us</i>; and 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>. <p>4.3 <i>You</i> should check <i>your account</i> or <i>credit card</i> statement to verify that the amounts debited from <i>your account</i> are correct.</p>
<p>5. Disputes</p>	<p>5.1 If you believe there has been an error in debiting <i>your account</i> or <i>credit card</i>, <i>you</i> should notify us directly on (02) 6757 3222 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.</p> <p>5.2 If <i>we</i> conclude as a result of our investigations that <i>your account</i> or <i>credit card</i> 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 account</i> or <i>credit card</i> (including interest and charges) accordingly. <i>We</i> will also notify you in writing of the amount by which <i>your account</i> or <i>credit card</i> has been adjusted.</p> <p>5.3 If <i>we</i> conclude as a result of our investigations that <i>your account</i> or <i>credit card</i> has not been incorrectly debited <i>we</i> will respond to <i>your</i> query by providing <i>you</i> with reasons and any evidence for this finding in writing.</p>
<p>6. Accounts</p>	<p><i>You</i> should check:</p> <ul style="list-style-type: none"> a) with <i>your financial institution</i> whether direct debiting is available from <i>your account</i> or <i>credit card</i> as direct debiting is not available on all accounts offered by financial institutions. b) <i>your account</i> or <i>credit card</i> details which <i>you</i> have provided to <i>us</i> are correct by checking them against a recent <i>account</i> statement; and c) with <i>your financial institution</i> before completing the <i>Direct Debit Request</i> if <i>you</i> have any queries about how to complete the <i>Direct Debit Request</i>.
<p>7. Confidentiality</p>	<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 <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.</p> <p>7.2 <i>We</i> will only disclose information that <i>we</i> have about <i>you</i>:</p> <ul style="list-style-type: none"> a) to the extent specifically required by law; or b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).
<p>8. Notice</p>	<p>8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to:</p> <p>council@mpsc.nsw.gov.au</p> <p>or</p> <p>Moree Plains Shire Council PO BOX 420 MOREE NSW 2400</p> <p>8.2 <i>We</i> may send notices either electronically to your email address or by ordinary post to the address <i>you</i> have given us.</p> <p>8.3 Any notice will be deemed to have been received on the third <i>banking day</i> after emailing or posting.</p>