

## Owner details

Name(s) on account   
*(full name in block letters)*

Property Identity Number

## Property details

Property address

Email address  Contact phone no

## Details of account to be debited (credit cards not applicable)

Surname or Company name

Given names or ABN  "you"

request and authorise Mid-Coast Council (User ID 097500, 061632 & 064308) to arrange, through its own financial institution, a debit to your nominated account any amount Mid-Coast Council deemed payable by you.

## Payment options (select one option)

Weekly (Thursday only)     Fortnightly (Thursday only)     Monthly (last business day)

Weekly, fortnightly or monthly amount \$  Weekly, fortnightly or monthly commencement date

Quarterly     Annually    **If you selected quarterly or annually, don't provide an amount or commencement date**

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

Financial institution name

Address

Name/s on account

BSB no  Account no

By signing and/or providing us with a valid instruction in respect to your Direct Debit request, you have understood and agreed to the terms and conditions governing debit arrangements between you and Mid-Coast Council as set out in this request and in your Direct Debit request service agreement.

Signature

Date

Name

Position

*(if signing for a company, sign and print full name and capacity for signing eg Director)*

Signature

Date

Name

Position

*(if signing for a company, sign and print full name and capacity for signing eg Director)*

**Privacy:** This information is required to assist with your application and will not be used for any other purpose without seeking your consent, or as required by law. Your application will be retained in Council's Records Management System and disposed of in accordance with current legislation. Your personal information can be accessed and corrected at any time by contacting Council.

## Direct Debit Request Service Agreement

This is your Direct Debit Service Agreement with Mid-Coast Council (User ID 121850) ABN 44 961 208 161. 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	<p><b>account</b> means the account held at <i>your financial institution</i> from which we are authorised to arrange for funds to be debited.</p> <p><b>agreement</b> means this Direct Debit Request Service Agreement between <i>you</i> and <i>us</i>.</p> <p><b>banking day</b> means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</p> <p><b>debit day</b> means the day that payment by <i>you</i> to <i>us</i> is due.</p> <p><b>debit payment</b> means a particular transaction where a debit is made.</p> <p><b>direct debit request</b> means the Direct Debit Request between <i>us</i> and <i>you</i>.</p> <p><b>us</b> or <b>we</b> means Mid-Coast Council, (the Debit User) <i>you</i> have authorised by requesting a <i>Direct Debit Request</i>.</p> <p><b>you</b> means the customer who has signed or authorised by other means the <i>Direct Debit Request</i>.</p> <p><b>your financial institution</b> means the financial institution nominated by <i>you</i> on the DDR at which the <i>account</i> is maintained.</p>
1. Debiting your account	<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>. <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 We will only arrange for funds to be debited from <i>your account</i> as authorised in the <i>Direct Debit Request</i>.</p> <p><b>or</b></p> <p>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 <i>us</i> and when it is due.</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> 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>.</p>
2. Amendments by us	<p>2.1 We 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 thirty <b>(30) days</b> written .</p>
3. Amendments by you	<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 14 <b>days</b> notification by writing to:</p> <p>PO Box 482 TAREE NSW 2430 <b>or</b></p> <p>by telephoning us on 02 7955 7777 Monday to Friday 8.30am to 4.30pm (excluding public holidays);</p> <p><b>or</b></p> <p>via email to <a href="mailto:council@midcoast.nsw.gov.au">council@midcoast.nsw.gov.au</a> <b>or</b></p> <p>online at <a href="http://www.midcoast.nsw.gov.au">www.midcoast.nsw.gov.au</a> <b>or</b></p> <p>arranging it through your own financial institution, which is required to act promptly on your instructions.</p> <p>*Note: in relation to the above reference to `change`, your financial institution may change your debit payment only to the extent of advising us Mid-Coast Council of your new account details.</p>
4. Your obligations	<p>4.1 It is <i>your</i> responsibility to ensure that there are sufficient clear funds available in <i>your account</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> to meet a <i>debit payment</i>:</p> <p>(a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>;</p> <p>(b) <i>you</i> may also incur fees or charges imposed or incurred by <i>us</i>; and</p> <p>(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> <p>4.3 <i>You</i> should check <i>your account</i> statement to verify that the amounts debited from <i>your account</i> are correct.</p>

5. Dispute	<p>5.1 If you believe there has been an error in debiting <i>your account</i>, you should notify us directly on 02 7955 7777 Monday to Friday 8.30am to 4.30pm (excluding public holidays) 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.</p> <p>5.2 If we conclude as a result of our investigations that <i>your account</i> has been incorrectly debited we will respond to <i>your query</i> by arranging for <i>your financial institution</i> to adjust <i>your account</i> (including interest and charges) accordingly. We will also notify you in writing of the amount by which <i>your account</i> has been adjusted.</p> <p>5.3 If we conclude as a result of our investigations that <i>your account</i> has not been incorrectly debited we will respond to <i>your query</i> by providing you with reasons and any evidence for this finding in writing.</p>
6. Accounts	<p>You should check:</p> <p>(a) with <i>your financial institution</i> whether direct debiting is available from <i>your account</i> as direct debiting is not available through BECS on all accounts offered by financial institutions.</p> <p>(b) <i>your account</i> details which you have provided to us are correct by checking them against a recent <i>account</i> statement; and</p> <p>(c) with <i>your financial institution</i> before completing the <i>Direct Debit Request</i> if you have any queries about how to complete the <i>Direct Debit Request</i>.</p>
7. Confidentiality	<p>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 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.</p> <p>7.2 We will only disclose information that we have about you:</p> <p>(a) to the extent specifically required by law; or</p> <p>(b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).</p>
8. Notice	<p>8.1 If you wish to notify us in writing about anything relating to this <i>agreement</i>, you should write to:</p> <p>MidCoast Council PO Box 482 Taree NSW 2430</p> <p>8.2 We may send notices either electronically to your email address or by ordinary post to the address you have given us.</p> <p>8.3 If sent by mail, communications are taken to be received on the day they would be received in the ordinary course of post.</p>