

# Pre Pay Option by Direct Debit

ABN 86 517 839 961



## APPLICANT DETAILS

<b>Name:</b>	<b>Property Address:</b>	<b>Phone (Home or Work):</b>
<b>Rate Assessment Number:</b>	<b>Postal Address:</b>	<b>Phone (Mobile):</b>

**Request and Authority to debit the account named opposite to pay Maribyrnong City Council**

I/We request and authorise Maribyrnong City Council, to arrange, through its own financial institution, for any amount Maribyrnong City Council may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below and paid to the Debit User, subject to the terms and conditions of the Direct Debit Request Service Agreement [and any further instructions provided below].

## DIRECT DEBIT DETAILS

### Bank Account (Cheque or Savings Accounts Only)

<b>BSB</b>   _ _ _  -  _ _ _ _ _	<b>Account Number</b>   _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _
<b>BANK ACCOUNT HOLDERS NAME</b>  <input type="text"/>	<b>BANK ACCOUNT HOLDERS SIGNATURE</b>  <input type="text"/>

**PLEASE NOTE: FOR MONTHLY DIRECT DEBITS, YOU WILL NEED TO CONTACT THE RATES DEPARTMENT STAFF TO ASSIST YOU IN CALCULATING THE PAYMENT AMOUNT TO NOMINATE**

<b>Payment Details:</b>	<input type="checkbox"/> Full payment will be withdrawn on the 30th September if you wish to make just one payment yearly
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<b>Acknowledgment and Authority</b>	<p>By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and <b>Maribyrnong City Council</b>, as set out in this Request and in your Direct Debit Request Service Agreement.</p> <p>SIGNATURE <input type="text"/> DATE <input type="text"/></p>
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Please return this Form to Maribyrnong City Council Revenue Services PO Box 58, Footscray VIC 3011 or email: [rates@maribyrnong.vic.gov.au](mailto:rates@maribyrnong.vic.gov.au)

# Direct Debit Request Service Agreement



## 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* (and includes any Form PD-C approved for use in the *transitional period*).

**us or we** means Maribyrnong City 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* if we have sent to the address nominated by *you* in the *direct debit request*, a billing advice which specifies the amount payable by *you* to *us* and when it is due.
- 1.3 If the *debit day* falls on a day that is not a *business day*, *your account* will be debited on the following *business day*.

## 2. Changes By Us

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 a *direct debit request* by contacting *us* on Maribyrnong City Council.
- 3.2 If *you* wish to stop or defer a *debit payment* *you* must notify *us* in writing at least 14 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* 14 days notice in writing before the next *debit day*. This notice should be given to *us* in the first instance.

## 4. Your Obligations

- 4.1 It is *your* responsibility to ensure that 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* may also incur fees or charges imposed or incurred by *us*; and
  - (c) *you* must arrange for the *debit payment* to be made by another method.
  - (d) *you* will be taken off without notice if your payment is dishonored twice

- 4.3 *You* should check *your account* statement to verify that the amounts debited from *your account* are correct

- 4.4 If Maribyrnong City Council is liable to pay the goods and services tax ("GST") on a supply made in connection with this agreement, then *you* agree to pay Maribyrnong City Council on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

## 5. Disputes

- 5.1 If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* directly on **03 9688 0200** and confirm that notice in writing with *us* as soon as possible so that *we* can resolve *your* query more quickly.
- 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.
- 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 that *we* can attempt to resolve the matter between *us* and *you*. 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* 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.
- 7.2 *We* will only disclose information that *we* have about *you*:
  - (a) to the extent specifically required by law; or
  - (b) for the purposes of this *agreement* (including disclosing information in connection with any query or claim).

## 8. Notice

- 8.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to **Rates & Revenue Manager, Maribyrnong City Council, P.O.Box 58, Footscray VIC 3011 or email to [email@maribyrnong.vic.gov.au](mailto:email@maribyrnong.vic.gov.au)**.
- 8.2 *We* will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *direct debit request*.
- 8.3 Any notice will be deemed to have been received on the third business day after posting.