



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 Council.

Business day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

Council means Whitehorse City Council – the Debit User you have authorised by signing a direct debit request.

Debit day means the day that payment by you to Council is due.

Direct Debit Request means the direct debit request between Council and you.

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 Council to arrange to debit.

1. Debiting your account

- 1.1 You should refer to the direct debit request and this agreement for the terms of the arrangement between Council and you.
 - 1.2 We will only arrange for funds to be debited from your account as authorised in the direct debit request.
 - 1.3 If the direct 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.
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2. Changes by Council

- 2.1 We may vary any details of this agreement or a direct debit request at any time by giving you at least 14 days written notice.
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3. Changes by you

- 3.1 You may change the arrangements under a direct debit request by notifying us in writing at least 14 days before the next debit day.
 - 3.2 If you wish to stop or defer a debit payment you must notify Council in writing at least 14 days notice before the next debit day. This notice should be given to Council in the first instance.
 - 3.3 You may also cancel your authority for us to debit your account at any time by giving Council 14 days notice in writing before the next debit day. This notice should be given to Council in the first instance.
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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 and;
 - (b) 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.
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5. Dispute

- 5.1** If you believe that there has been an error in debiting your account, you should notify Council directly on 9262 6333 and confirm that notice in writing with Council 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 Council in the first instance so that we can attempt to resolve the matter between Council 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.
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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 Council 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.
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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 purpose of this agreement (including disclosing information in connection with any query or claim).
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8. Notice

- 8.1** If you wish to notify Council in writing about anything relating to this agreement, you should email: customer.service@whitehorse.vic.gov.au or write to: Whitehorse City Council
Locked Bag 2
Nunawading Delivery Centre VIC 3131
- 8.2** You will receive confirmation in writing that your direct debit application has been actioned. Notices will only be issued for the four instalment or lump sum payment options.
- 8.3** Any notice will be deemed to have been received two business days after dispatch.