

# Unconditional Direct Debit Request (Rates) Application Form

63 Mount Barker Rd Stirling SA 5152 T: (08) 8408 0400 E: mail@ahc.sa.gov.au

W: ahc.sa.gov.au

## RATEPAYER DECLARATION

By signing this document, *you* request and authorise **Adelaide Hills Council**, ABN: **23 955 071 393** and Debit User ID: **139587** to arrange, through its own financial institution a debit to *your* nominated bank account any amount **Adelaide Hills Council**, has deemed payable by *you* in regard to *your* property rates. 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 (overpage).

By signing this document, *you* acknowledge that this authority is to remain in force until it is cancelled in accordance with terms of this agreement (overpage).

# THE SCHEDULE

Account Name:			
Postal Address:			
Mobile Number:			
Signature(s):			
If debiting from a joint bank account, <u>BOTH</u> signatures are required			
Date:		Assessment Number:	
Name & Branc of Financial Institution:	h		
BSB Number:		Account Number:	
		,	Cheque or Savings A/c Only
Commenceme Date:	nt		
	Annually	Quarterly	
(Please circle one)			

# Direct Debit Request Service Agreement

This is your Direct Debit Request Service Agreement with Adelaide Hills Council, ABN: 23 955 071 393 and Debit User ID: 139587.

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 a copy of the arrangement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read at the time of completing and signing this form.

#### **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.

**Banking 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.

**Us** or **we** means Adelaide Hills 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.

#### 1. Debiting your account

- 1.1 By signing a Direct Debit Request or by providing us with a valid instruction, 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 as authorised in the Direct Debit Request.

or

1.3 If the debit day falls on a day that is not a banking day, we will direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited, you should ask your financial institution or contact us.

#### 2. Amendments by you

- 2.1 If you wish to change your nominated bank account for the debit payment, you will need to complete and sign a new Direct Debit Request. You will need to submit this new request to us at least fourteen (14) days before the next scheduled debit day.
- 2.2 You may cancel this agreement by providing us at least fourteen (14) days notification in writing to:

Rates Team Adelaide Hills Council 63 Mount Barker Road Stirling SA 5152

or

By telephoning us on (08) 8408 0400 during business hours;

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arranging it through your own financial institution, which is required to act promptly on your instructions.

#### 3. Your obligations

3.1 It is your responsibility to ensure that there are sufficient clear funds available in your bank account to allow a debit payment to be made in accordance with the Direct Debit Request.

- 3.2 If there are insufficient clear funds in your account to meet a debit payment:
  - 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.
  - (c) the onus is on you to arrange for the debit payment to be made by another method. We cannot process a debit payment a second or subsequent time.
  - (d) where two (2) or more debit payments are dishonoured by your financial institution, we reserve the right to cancel this agreement without further notice.

You are responsible for checking your bank account statement to ensure and/or verify that the amounts debited from your account are correct.

#### 4. Dispute

- 4.1 If you believe there has been an error in debiting your account, you should notify us directly on (08) 8204 0400 and confirm your concern in writing with us as soon as possible so that we can resolve your query.
- 4.2 Alternatively, you can take it up directly with your financial institution, who will then liaise with us to investigate the issue.
- 4.3 If we conclude as a result of our investigations that your account has been incorrectly debited, we will happily arrange for the amount to be refunded to the nominated bank account. Any fines and/or interest incurred as a result of the error will be remitted.
- 4.4 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.

#### 5. Accounts

- 5.1 Before nominating your bank account for debit payments and signing this form, please check that:
  - your financial institution allows direct debits from your account as it 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. It is your responsibility to ensure you provide correct bank account details; and
  - (c) you have read and understand the terms of this Direct Debit Request Service Agreement.

# 6. Confidentiality

- 6.1 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.
- 6.2 We will only disclose information that we have about you to the extent specifically required by law, or for the purposes of this agreement (including disclosing information in connection with any query or claim).

### 7. Notice

7.1 If you wish to notify us in writing about anything relating to this agreement, please email <a href="mail@ahc.sa.gov.au">mail@ahc.sa.gov.au</a> or write to:

Rates Team Adelaide Hills Council 63 Mount Barker Road Stirling SA 5152