

Fraser Coast Regional Council
Direct Debit Request Service Agreement
ABN: 19 277 850 689

Payment Frequencies – Amounts will be deducted from your nominated accounts at the times you nominate (see below).

Due Date – The net total payable shown on your rate or water and sewerage notice (including any supplementary notices) on the date for payment of your rates for the nominated property.

Weekly/Fortnightly – Commencing on the date specified then on the same day each week/fortnight. If scheduled deduction day falls on a Public Holiday then payment will be processed on the next business working day.

Monthly – Commencing on the date specified then on the same date each month (between the 1st & 28th of the month). If the scheduled deduction day falls on a week-end or Public Holiday then payment will be processed on the next business working day.

- *Property number* means the property number as listed on your rates/water and sewerage notice.
- *Financial institution* is the financial institution where you hold the account that you have authorised us to arrange debit.
- *Account Holder* means the name of the account to which the direct debit will be debited.
- *Account number* 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 the direct debit will be debited.
- *Discount day* means the date that the notice is due.
- *Direct debit request* means the direct debit request between us and you.
- *Us or we* means Fraser Coast Regional Council – who you have authorised by signing a direct debit request.
- *You* means the customer who signed the direct debit request.

1. Debiting your account

1.1 By signing a direct debit request, you have authorised us to debit funds from your account for the payment of rates/water only. 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 matched by the frequency as listed on your direct debit request. If you are unsure about which day your direct debit will be debited, you should contact Council.

1.3 If the direct debit falls on a public holiday the direct debit will be debited from your account on the next available business day.

1.4 If Council encounters technical issues in arranging your direct debit on the nominated date, Council will arrange the direct debit to be taken on the next available business day after the issue has been rectified.

2. Changes by us

2.1 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 You may change the agreement (eg. stop/hold scheduled payment, amend deduction amount) by completing the Direct Debit Request or contacting us on 1300 79 49 29.

3.2 You may also cancel your authority for us to debit your account at any time by completing the Direct Debit Request or by contacting us on 1300 79 49 29.

This notice should be given to us in the first instance.

3.3 A new Direct Debit Request is required to be completed for any changes to your Bank Account details.

A minimum of **48** hours notice by 12.00pm is required for any of these requests.

4. Your obligations

4.1 A direct debit agreement is not regarded by Council as being a payment plan.

4.2 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.

4.3 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 by us; and
- (c) The Agreement can be cancelled at Council's discretion if direct debits are frequently dishonoured. You will be given written notification of cancellation.

4.4 You should check your account statement to verify that the amounts debited from your account are correct.

5. Returned Unpaid Transactions

5.1 You will be advised of the returned transaction in writing.

5.2 The amount previously credited will be written back to your property.

5.3 Where an amount, representing discount has previously been allowed, this amount will also be written back to the property.

6. Dispute

6.1 If you believe that there has been an error in debiting your account, you should notify us directly on 1300 79 49 29 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.

6.2 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 accordingly. We will also notify you in writing of the amount by which your account has been adjusted.

6.3 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.

6.4 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.

7. 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.

8. Privacy statement

Fraser Coast Regional Council is collecting your personal information for the purpose of processing your direct debit request. The collection of this information is authorised under the APCA – Australian Payments Clearing Association. Some of the information may be given to Council's banking institution for the purpose of debiting your amount for payment of rates. Your information will not be given to any other person or agency unless you have given us permission or we are required by law.

9. Notice

If you wish to notify us in writing about anything relating to this agreement, you should write to

Fraser Coast Regional Council, PO Box 1943, HERVEY BAY QLD 4655 or email enquiry@frasercoast.qld.gov.au