

### REQUEST AND AUTHORITY TO DEBIT

Parent / guardian name:			
Student's name:		Phone:	
Postal address:			
Email:			

I / we request and authorise **Maitland City Council User ID 093540** to arrange, through its own financial institution, a debit to your nominated account any amount Maitland City Council, has deemed payable by **you**.

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 DETAILS

Name of financial institution:			
Address:			

### ACCOUNT TO BE DEBITED

Name of bank account holder:			
BSB number:		Account number:	

### CREDIT CARD DETAILS

Direct Debiting to credit cards does not form part of procedures governed by the Bulk Electronic Clearing System.

Please refer to procedures detail in your cardholder terms and conditions provided by your Financial Institution.

Cardholders name: .....
Card number: <input type="checkbox"/> Visa <input type="checkbox"/> Mastercard    Expiry: ..... / .....
..... - ..... - ..... - .....
Cardholders signature: .....

### FREQUENCY OF DEBITS

Start first debit on (Friday only):	..... / ..... / 20.....
-------------------------------------	-------------------------

Then at the following intervals:	<input type="checkbox"/> Weekly
----------------------------------	---------------------------------

End Date: <i>If you choose no end date council will continue to take payments for each term. Payments will stop on the last Friday of term and commence the first Friday of term.</i> <i>If you wish to cancel you will need to advise council in writing.</i>	..... / ..... / 20..... <b>OR</b> no end date (Please circle if no end date)
--	---

Amount to be deduced weekly:	\$
------------------------------	----



## ACKNOWLEDGEMENT

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 the debit arrangements between you and Maitland City Council as set out in this Request and in your Direct Debit Request Service Agreement

Signature:

*If signing for a company, sign and print full name and capacity for signing, eg Director*

Date:

**Privacy Statement:** Maitland City Council complies with the Privacy Code of Practice for Local Government in dealing with all personal information that is required to be supplied when an applicant completes this application. However, some of the personal information which is set out in this form will become part of the public record which Council is required to keep pursuant to the Local Government and Environmental Planning and Assessment Acts. This information may be divulged to others in accordance with the provisions of those Acts. Furthermore, Council may be required to divulge some personal information pursuant to the Freedom of Information Act.

Debtor number:



## 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 Maitland City Council.

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

**TRANSITIONAL PERIOD:** means the period commencing on the industry implementation date for Direct Debit Requests (currently 31 March 2000) and concluding 12 calendar months from that date.

**US OR WE:** means Maitland City Council, (the debit user) you have approved by authorising 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 the debit.

## 1. DEBITING YOUR ACCOUNT

1.1. By signing a direct debit request, you have given us permission 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 may 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.

## 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 Subject to 3.2 and 3.3, you may change the arrangements under a direct debit request by contacting us in writing.

3.2 If you wish to stop or defer a debit payment you must notify us in writing at least seven (7) days before the next debit day. This notice should be given to us in the first instance; and/or you can arrange it through your financial institution.

3.3 You may also cancel your authority for us to debit your account at any time by giving us seven (7) days notice in writing before the next debit day. This notice should be given to us in the first instance; and/or you can arrange it through your financial institution.

## 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 the 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



c. you must arrange for the debit payment to be made by another method

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

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

## **5. DISPUTE**

**5.1** If you believe that there has been an error in debiting your account, you can take it up with your financial institution direct; or notify us directly on 4934 9700 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:

- With your financial institution whether debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
- Your account details which you have provided to us are correct by checking them against a recent account statement.
- 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 PO Box 220, MAITLAND 2320.

**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 banking day after posting.

