

## Maroondah City Council Direct Debit Request Service Agreement

The following is your Direct Debit Service Agreement with Maroondah City Council, ABN 98 606 522 719. The agreement is designed to explain 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.

We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR 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 **Maroondah City Council**, *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 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.
	1.3	If paying in nine monthly instalments, payments will be debited from your nominated account on the last day of the month.
	1.4	If paying in full or in four Instalments, payments will be debited from your nominated account on the day specified on the front of your Rate and Valuation Notice.
	1.5	If the <i>debit day</i> falls on a day that is not a <i>banking day</i> , we may direct <i>your financial institution</i> to debit <i>your account</i> on the following <i>banking day</i> . If <i>you</i> are unsure about which day <i>you account</i> has or will be debited <i>you</i> should ask <i>your financial institution</i> .
2. Changes by us	2.1	We may vary any details of this <i>agreement</i> or a <i>Direct Debit Request</i> at any time by giving <i>you</i> at least fourteen <b>(14) days</b> written notice.
3. Changes by you	3.1	You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen (14 days) notification by writing to: <b>Maroondah City Council</b> <b>PO Box 156</b> <b>Ringwood 3134.</b>
4. Your obligation	4.1	It is your responsibility to ensure the account details on your Direct Debit Application Form are correct either: <ul style="list-style-type: none"> <li>• Having your Financial Institution verify the bank details are correct by stamping the Direct Debit Form or:</li> <li>• Attaching a copy of part of your Bank Statement showing Bank Account details only.</li> </ul>

4. Your obligation (continued)	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 or incurred by us; and (c) 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.
	4.4	It is your responsibility to check your account to verify that the amounts debited from your account are correct.
5. Dispute	5.1	If you believe that there has been an error in debiting your account, you should notify Maroondah City Council directly on 9294 5513 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up with your financial institution direct.
	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 in writing.
	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. If we cannot resolve the matter you can still refer it to your Financial Institution who will obtain details from you of the disputed transaction and may lodge a claim on your behalf.
6. Accounts	6.1	You should check 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
7. Privacy	7.1	The information appearing on this notice is used by Council for municipal purposes and objectives and the various other statutory obligations of Council. You may view Council's Privacy Policy Statement on our website <a href="http://www.maroondah.vic.gov.au">www.maroondah.vic.gov.au</a> or obtain a copy from any of the Council's Service Centres or contact Council's Privacy Officer on 1300 88 22 33.
8. Notification	8.1	If you wish to notify us in writing about anything relating to this agreement, you should write to <b>Maroondah City Council</b> <b>PO Box 156</b> <b>Ringwood 3134.</b>
	8.2	We will notify you by sending a notice in the ordinary post to the address shown on Maroondah City Councils property database.
	8.3	Any notice will be deemed to have been received two (2) business days after it is posted.