

Accounts Receivable: Direct Debit Request



Please complete all sections of this form to request and authorise Bayside City Council to debit the account named below.

Note: The Service Agreement (pages 3 to 5) is to be retained by the Ratepayer.

Details of Person/Company requesting authority to debit			
Surname <u>or</u> Company name			
Given names <u>or</u> CAN/ARBN	("you")		
request and authorise Bayside City Council (Debit User Identification Number 091654) to arrange, through its own financial institution, for any amount Bayside City Council may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below and paid to the Debit User, subject to the terms and conditions of the Direct Debit Request Service Agreement [and any further instructions provided below].			
Contact phone number	(H)	(B)	(M)
Email			

Details of account	
Name on Sundry Debtor Account	
Account number	_ _ _ _ _ _ _ . _ _ _ _
Address	

Details of account to be debited <i>*Note: Direct Debit is not available from a credit card</i>	
Financial Institution name	
Name of Account holder(s)	
BSB number	_ _ _ _ _ - _ _ _ _ _
Account number	_ _ _ _ _ _ _ _ _ _ _ _ _ _

Acknowledgment			
By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and Bayside City Council as set out in this Request and in your Direct Debit Request Service Agreement.			
Signature	(If signing for a company, sign, print full name and capacity for signing eg. director)	Date	
Address			

**** Please note your outstanding balance will be deducted monthly on the last day of each month.**

Contact Details:

Postal Address: Bayside City Council
PO Box 27
Sandringham Vic 3191
Email: enquiries@bayside.vic.gov.au
Fax (03) 9598 4474



Direct Debit Request (DDR) Service Agreement (to be retained by customer)

The following is your Direct Debit Service Agreement with Bayside City Council. 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.

<p>Definitions</p>	<p>account means the account held at <i>your financial institution</i> from which we are authorised to arrange for funds to be debited.</p> <p>agreement means this Direct Debit Request Service Agreement between <i>you</i> and <i>us</i>.</p> <p>banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</p> <p>debit day means the day that payment by <i>you</i> to <i>us</i> is due.</p> <p>debit payment means a particular transaction where a debit is made.</p> <p>direct debit request means the Direct Debit Request between <i>us</i> and <i>you</i>.</p> <p>us or we means Bayside City Council, (the Debit User) <i>you</i> have authorised by signing a <i>direct debit request</i>.</p> <p>you means the customer who signed the <i>Direct Debit Request</i>.</p> <p>your financial institution means the financial institution nominated by <i>you</i> on the DDR at which the <i>account</i> is maintained.</p>
<p>1. Debiting your account</p>	<p>1.1 By signing a <i>Direct Debit Request</i>, <i>you</i> have authorised <i>us</i> to arrange for funds to be debited from <i>your account</i>. <i>You</i> should refer to the <i>Direct Debit Request</i> and this <i>agreement</i> for the terms of the arrangement between <i>us</i> and <i>you</i>.</p> <p>1.2 We will only arrange for funds to be debited from <i>your account</i> as authorised in the <i>Direct Debit Request</i>.</p> <p>or</p> <p>We will only arrange for funds to be debited from <i>your account</i> if we have sent to the address nominated by <i>you</i> in the <i>Direct Debit Request</i>, a billing advice which specifies the amount payable by <i>you</i> to <i>us</i> and when it is due.</p> <p>1.3 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>your account</i> has or will be debited <i>you</i> should ask <i>your financial institution</i>.</p>

<p>2. Amendments by us</p>	<p>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 (14) days written notice.</p>
<p>3. Amendments by you</p>	<p>3.1 You may change the bank account details, or terminate this agreement by providing us with at least fourteen (14) days notification in writing: Postal Address: Bayside City Council PO Box 27 Sandringham Vic 3191 Email: revenue@bayside.vic.gov.au Fax (03) 9598 4474</p>
<p>4. Your obligations</p>	<p>4.1 It is <i>your</i> responsibility to ensure that there are sufficient clear funds available in <i>your</i> account to allow a <i>debit payment</i> to be made in accordance with the <i>Direct Debit Request</i>.</p> <p>4.2 If there are insufficient clear funds in <i>your account</i> to meet a <i>debit payment</i>:</p> <ul style="list-style-type: none"> (a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>; (b) <i>you</i> may also incur fees or charges imposed or incurred by <i>us</i>; and (c) <i>you</i> must arrange for the <i>debit payment</i> to be made by another method or arrange for sufficient clear funds to be in <i>your account</i> by an agreed time so that <i>we</i> can process the <i>debit payment</i>. <p>4.3 You should check <i>your account</i> statement to verify that the amounts debited from <i>your account</i> are correct</p> <p>4.4 If Bayside City Council is liable to pay goods and services tax ("GST") on a supply made in connection with this <i>agreement</i>, then <i>you</i> agree to pay Bayside City Council on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.</p>
<p>5 Dispute</p>	<p>5.1 If you believe that there has been an error in debiting <i>your account</i>, <i>you</i> should notify us directly on 9599 4444 and confirm that notice in writing with us as soon as possible so that we can quickly resolve your query. Alternatively you can take it up with your financial institution direct.</p> <p>5.2 If we conclude as a result of our investigations that <i>your account</i> has been incorrectly debited we will respond to <i>your</i> query by arranging for <i>your financial institution</i> to adjust <i>your</i> account (including interest and charges) accordingly. We will also notify you in writing of the amount by which <i>your account</i> has been adjusted.</p> <p>5.3 If we conclude as a result of our investigations that <i>your account</i> has not been incorrectly debited we will respond to <i>your</i> query by providing <i>you</i> with reasons and any evidence for this finding in writing.</p>

<p>6. Accounts</p>	<p>You should check:</p> <ul style="list-style-type: none"> (a) with <i>your financial institution</i> whether direct debiting is available from <i>your account</i> as direct debiting is not available on all accounts offered by financial institutions. (b) <i>your account details</i> which <i>you</i> have provided to <i>us</i> are correct by checking them against a recent <i>account statement</i>; and (c) with <i>your financial institution</i> before completing the <i>Direct Debit Request</i> if <i>you</i> have any queries about how to complete the <i>Direct Debit Request</i>.
<p>7. Confidentiality</p>	<p>7.1 We will keep any information (including <i>your account details</i>) in <i>your Direct Debit Request</i> confidential. We will make reasonable efforts to keep any such information that <i>we</i> have about <i>you</i> secure and to ensure that any of <i>our</i> employees or agents who have access to information about <i>you</i> do not make any unauthorised use, modification, reproduction or disclosure of that information.</p> <p>7.2 We will only disclose information that <i>we</i> have about <i>you</i>:</p> <ul style="list-style-type: none"> (a) to the extent specifically required by law; or (b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).
<p>8. Notice</p>	<p>8.1 If <i>you</i> wish to notify <i>us</i> in writing about anything relating to this <i>agreement</i>, <i>you</i> should write to:</p> <p>Postal Address: Bayside City Council PO Box 27 Sandringham Vic 3191</p> <p>Email: revenue@bayside.vic.gov.au Fax (03) 9598 4474</p> <p>8.2 We will notify <i>you</i> by sending a notice in the ordinary post to the address <i>you</i> have given <i>us</i> in the <i>Direct Debit Request</i>.</p> <p>8.3 Any notice will be deemed to have been received on the third <i>banking day</i> after posting.</p>