

## Community & Corporate Group

Dear Ratepayer,

**SUBJECT: ARRANGEMENT TO PAY BY DIRECT DEBIT**

We refer to your recent contact with Council and thank you for your commitment to pay your rates account by Direct Debit. Please find attached a Direct Debit application, and the relevant terms and conditions for your perusal.

Please complete and return the direct debit authority to Council as a matter of urgency so we can enable your request as soon as possible. As this signed document represents a legal authority to draw against your nominated account, your arrangement to pay cannot take effect until this form is entered on our system.

It should be noted this arrangement is made on the balance of the rates account as at the above date and does not include overdue interest or increases to rates that may accrue during the term of the arrangement. Please refer to your quarterly instalment notices or feel free to contact Council at any time to discuss the status of the account.

At the least, Council asks that you contact the rates department upon receipt of your annual rates notice in July to ensure that the existing direct debit is sufficient to meet your rates obligations for the coming year.

If you are experiencing difficulties in making these payments you are strongly urged to contact the undersigned as failure to adhere to your arrangement may result in the initiation or resumption of legal action without further notice to recover any arrears.

Alternatively, in the event that a change to your circumstances occurs such that your rates account might be cleared in a timelier manner, you are urged to make Council aware of this change and amend your direct debit accordingly.

Yours sincerely

Revenue Officer  
(02) 4780 5000





# Direct Debit Request Service Agreement

<p><b>Definitions</b></p>	<p><i>account</i> means the account held at <i>your financial institution</i> from which <i>we</i> are authorised to arrange for funds to be debited.</p> <p><i>agreement</i> means this Direct Debit Request Service Agreement between <i>you</i> and <i>us</i>.</p> <p><i>business day</i> means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</p> <p><i>debit day</i> means the day that payment by <i>you</i> to <i>us</i> is due.</p> <p><i>debit payment</i> means a particular transaction where a debit is made.</p> <p><i>direct debit request</i> means the Direct Debit Request between <i>us</i> and <i>you</i> (and includes any Form PD-C approved for use in the <i>transitional period</i>).</p> <p><i>transitional period</i> means the period commencing on the industry implementation date for Direct Debit Requests (31 March 2000) and concluding 12 calendar months from that date.</p> <p><i>us</i> or <i>we</i> means Blue Mountains City Council, the Debit User <i>you</i> have authorised by signing a <i>direct debit request</i>.</p> <p><i>you</i> means the customer who signed the <i>direct debit request</i>.</p> <p><i>your financial institution</i> is the financial institution where <i>you</i> hold the <i>account</i> that <i>you</i> have authorised <i>us</i> to arrange to debit.</p>
<p><b>1. Debiting your account</b></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 <i>We</i> will only arrange for funds to be debited from <i>your account</i> as authorised in the <i>direct debit request</i>.</p> <p>1.3 If the <i>debit day</i> falls on a day that is not a <i>business day</i>, <i>we</i> may direct <i>your financial institution</i> to debit <i>your account</i> on the following <i>business 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><b>2. Changes by us</b></p>	<p>2.1 <i>We</i> 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>2.2 If 3 or more payments are dishonoured in one (1) financial year the Direct Debit will be cancelled. <i>You</i> will be advised if this occurs.</p>
<p><b>3. Changes by you</b></p>	<p>3.1 Subject to 3.2 and 3.3, <i>you</i> may change the arrangements under a <i>direct debit request</i> by advising <i>us</i> in writing at Locked Bag 1005, Katoomba 2780.</p> <p>3.2 If <i>you</i> wish to stop or defer a <i>debit payment</i> <i>you</i> must notify <i>us</i> in writing at least fourteen (14) days before the next <i>debit day</i>. This notice should be given to <i>us</i> in the first instance.</p> <p>3.3 <i>You</i> may also cancel <i>your</i> authority for <i>us</i> to debit <i>your</i> account at any time by giving <i>us</i> fourteen (14) days notice in writing before the next <i>debit day</i>. This notice should be given to <i>us</i> in the first instance.</p>
<p><b>4. Your obligations</b></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"> <li>(a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>;</li> <li>(b) <i>you</i> may also incur fees or charges imposed or incurred by <i>us</i>; and</li> <li>(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>.</li> </ul> <p>4.3 <i>You</i> 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 Blue Mountains City Council is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then <i>you</i> agree to pay Blue Mountains City Council on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.</p>
<p><b>5 Dispute</b></p>	<p>5.1 If <i>you</i> believe that there has been an error in debiting <i>your account</i>, <i>you</i> should notify <i>us</i> directly on (02) 4780 5538 and confirm that notice in writing with <i>us</i> as soon as possible so</p>

	<p>that <i>we</i> can resolve <i>your</i> query more quickly.</p> <p>5.2 If <i>we</i> conclude as a result of our investigations that <i>your</i> account has been incorrectly debited <i>we</i> 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.</p> <p>5.3 If <i>we</i> conclude as a result of our investigations that <i>your account</i> has not been incorrectly debited <i>we</i> will respond to <i>your</i> query by providing <i>you</i> with reasons and any evidence for this finding.</p> <p>5.4 Any queries <i>you</i> may have about an error made in debiting <i>your account</i> should be directed to us in the first instance so that <i>we</i> can attempt to resolve the matter between <i>us</i> and <i>you</i>. If <i>we</i> cannot resolve the matter <i>you</i> can still refer it to <i>your financial institution</i> which will obtain details from <i>you</i> of the disputed transaction and may lodge a claim on <i>your</i> behalf.</p>
<b>6. Accounts</b>	<p><i>You</i> should check:</p> <p>(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.</p> <p>(b) <i>your</i> account details which <i>you</i> have provided to <i>us</i> are correct by checking them against a recent <i>account</i> statement; and</p> <p>(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>
<b>7. Confidentiality</b>	<p>7.1 <i>We</i> will keep any information (including <i>your account</i> details) in <i>your direct debit request</i> confidential. <i>We</i> 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 <i>We</i> will only disclose information that <i>we</i> have about <i>you</i>:</p> <p>(a) to the extent specifically required by law; or</p> <p>(b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).</p>
<b>8. Notice</b>	<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 Locked Bag 1005, Katoomba 2780</p> <p>8.2 <i>We</i> 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 two <i>business days</i> after it is posted.</p>