

## Direct Debit Request and/or Amendment/Cancellation Form

**Purpose of Form:** This form will be used to process new and amend existing direct debit applications including on hold placement and cancellation

**Please note:** Direct debits can only be taken from a bank account only. **Credit cards cannot be accepted.** One form per property

Property Details			
Owner Name/s:			
Preferred Contact Number:		Date of Birth:	
Email:			
Payment Reference Number:			
Property Address:			

Request Type			
<input type="checkbox"/> New Application	<input type="checkbox"/> Change to Bank Account Details	<input type="checkbox"/> Change to Deduction Amount	
<input type="checkbox"/> Change of Deduction Day	<input type="checkbox"/> Change to Frequency	<input type="checkbox"/> Place Payment on Hold	<input type="checkbox"/> Cancel Application

Payment Frequency Options* <small>Multiple frequency options are accepted however, you are unable to have both a regular Direct Debit and a Due Date Direct Debit.</small>	
<input type="checkbox"/> <b>Weekly</b>	Commencing on the date specified, then on the same day each week.
<input type="checkbox"/> <b>Fortnightly</b>	Commencing on the date specified, then on the same day each fortnight.
<input type="checkbox"/> <b>Monthly</b>	Commencing on the date specified (between the 1 <sup>st</sup> – 28 <sup>th</sup> ), then on the same date each month.
<input type="checkbox"/> <b>Due Date</b>	The balance of any rate notice issued, on the due date for payment shown on the notice.

Account Information									
Financial Institution:									
Account Holder/s Name/s:									
BSB:	-	Account:							
Amount (For frequency other than Due Date )		\$	Date Effective:						
Hold From:		Date to Resume:							

**IMPORTANT INFORMATION:**

A direct debit does not constitute a payment arrangement for current rates or any arrears. It is your responsibility to ensure that weekly, fortnightly and monthly amounts and or frequency are sufficient to ensure the balance on any rate notice is received by the due date. Additional payment / s using another payment method may be required if the nominated debit amount and / or frequency does not satisfy the amount due on or before the due date. For assistance in calculating a direct debit amount, please refer to page 3 of this document or contact Council on 1300 79 49 29. Failure to pay the balance by the due date will result in interest at a rate of 8% p.a. compounded daily on the remaining balance until payment in full is received.

**Declaration:**

I/we authorise Fraser Coast Regional Council to arrange for funds to be debited from my/our account at the financial institution identified above and as prescribed through the Bulk Electronic Clearing System (BECS).

**Please note:** If your Direct Debit is dishonoured, your Direct Debit agreement may be cancelled. A Direct Debit agreement will automatically be cancelled when Council receives a Property Search, which indicates the property is being sold.

I/we acknowledge that I/we have read and understood the Customer Summary (governing the direct debit payment option between myself/ourselves and Fraser Coast Regional Council), and the Direct Debit Request Service Agreement

Signature:		Signature:		Dated:	
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Office Use Only							
Processed By:		Processed Date:		Property ID:		<input type="checkbox"/> Memo	<input type="checkbox"/> Email
New Arr ID:		Old Arr ID:		Checked By:		Checked Date	

**Privacy Notice:** In using this form you are providing personal information such as name and contact details.

This information will be used only for the purpose stated above and will only be accessed by persons who have been authorised to do so. Your personal information is handled in accordance with the *Information Privacy Act 2009*. #4569322

## 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 total payable shown on your Rates & Charges 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.

- *Payment Reference number* means the payment reference number as listed on your Rates & Charges 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 Saturday and Sunday or a Public Holiday listed throughout QLD or Australia (New Years Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday in QLD, Labour Day in QLD, Christmas Day and Boxing Day). *Direct Debit Deductions will still occur on Fraser Coast Public Holidays (Show Holiday and Council Christmas Close Down Period)*
- *Debit day* means the day that the direct debit will be debited.
- *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 (e.g. stop/hold scheduled payment, amend deduction amount) by completing the *Direct Debit Request*.

3.2 *You* may also cancel *your authority* for *us* to debit *your account* at any time by completing the *Direct Debit Request*.

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

For feedback regarding this agreement please write to:

**Fraser Coast Regional Council, PO Box 1943, HERVEY BAY QLD 4655** or email [enquiry@frasercoast.qld.gov.au](mailto:enquiry@frasercoast.qld.gov.au)

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