

DIRECT DEBIT REQUEST

OWNER & PROPERTY DETAILS

Property owner (Full Names)			
Residential address			
Property address			
Property ID		Legal Description	

APPLICANT DETAILS

Applicant/s			
Postal address			
Email			
Contact phone number (Business hours)			

IMPORTANT NOTICE – Privacy Statement

Scenic Rim Regional Council is collecting your personal information on this form in order to process your direct debit payment. Some of this information may be given to your financial institution for the purpose of processing your direct debit. Your information will not be given to any other person or agency unless you have given us permission or we are required by law. Your personal information is handled in accordance with the *Information Privacy Act 2009*.

WHAT DO YOU WANT TO DO?

1.	New direct debit	-	Complete section 1 and sign
2.	Amend existing amount	-	Complete section 2 and sign
3.	Cancel an existing direct debit	-	Complete section 3 and sign
4.	Change bank account details	-	Complete section 4 and sign

SECTION 1 - NEW DEBIT REQUEST

I/We request and authorise Scenic Rim Regional Council (the User) (User ID number 149241) to arrange for funds to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below and to the schedule specified below to pay Scenic Rim Regional Council.

FINANCIAL INSTITUTION DETAILS

Financial institutional name	Branch
Name on account	
BSB number	
Account number	

Amount to be debited Fortnightly \$..... OR
Debited once per rating period on Due Date (Amount Due Debited)

Acknowledgement

By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and Scenic Rim Regional Council as set out in this Request and in your Direct Debit Request Service Agreement.

Applicant/s Signature _____
(If signing for a company, sign and print in full name & capacity for signing eg. Director)

Date _____

Please ensure that page 1 is attached

SECTION 2 - AMENDMENT TO AMOUNT OF EXISTING DIRECT DEBIT

I/We request and authorise Scenic Rim Regional Council to amend my/our existing amount as follows:-

Existing amount:

New amount:

Applicant/s Signature _____

Date _____

(If signing for a company, sign and print in full name & capacity for signing eg. Director)

SECTION 3 - CANCELLATION OF EXISTING DIRECT DEBIT

I/We request and authorise Scenic Rim Regional Council to cancel my/our existing direct debit from the date of

____/____/____

Applicant/s Signature _____

Date _____

(If signing for a company, sign and print in full name & capacity for signing eg. Director)

SECTION 4 - NEW BANK ACCOUNT DETAILS

CANCELLATION OF PREVIOUS DIRECT DEBIT IS AUTOMATIC

I/We request and authorise Scenic Rim Regional Council (the User) (User ID number 149241) to arrange for funds to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below and to the schedule specified below to pay Scenic Rim Regional Council.

FINANCIAL INSTITUTION DETAILS

Financial institutional name

Branch

Name on account

BSB number

Account number

Amount to be debited

Fortnightly

\$.....

OR

Debited once per rating period

on Due Date

(Amount Due Debited)

Acknowledgement

By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and Scenic Rim Regional Council as set out in this Request and in your Direct Debit Request Service Agreement.

Applicant/s Signature _____

Date _____

(If signing for a company, sign and print in full name & capacity for signing eg. Director)

To submit your form to Council



Scenic Rim Regional Council, PO Box 25, BEAUDESERT QLD 4285



Beaudesert Customer Service Centre 82 Brisbane Street, Beaudesert

Boonah Customer Service Centre 70 High Street, Boonah

Tamborine Library & Customer Service Cnr Main St & Yuulong Rd, North Tamborine



(07) 5540 5111

(07) 5540 5103



mail@scenicrim.qld.gov.au

Office use only

Letter:

File :12/05/001 10Y

Received

Referred to: **RA**

SERVICE AGREEMENT - TERMS & CONDITIONS

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 Agreement between *you* and *us*.

business 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 *Scenic Rim Regional Council*.

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 a debit.

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 the *debit day* falls on a day that is not a *business day*, *we* may direct *your financial institution* to debit *your account* on the preceding or following *business 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:

We may vary the details of this *agreement* or a *direct debit request* at any time by giving *you* at least fourteen (14) days' written notice. Exceptions being 8.4 and 4.5.

3. Changes by you:

- 3.1 *You* may amend or cancel *your* authority for *us* to debit *your* account at any time by giving *us* fourteen (14) days notice in writing before the next *debit day*.
- 3.2 If *you* wish to change your bank account details *you* will be required to complete section 4 of the application form. *Your* existing deduction will be cancelled automatically.
- 3.3 *You* are allowed to amend your request once in any financial year.

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 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
- 4.3 *You* should check *your account* statement to verify that the amounts debited from *your account* are correct.
- 4.4 *You* are required to advise *us* if the nominated account is transferred or closed.
- 4.5 It is your obligation to cancel your direct debit should a contract for sale become unconditional.
 - (a) Should a cancellation not be received, upon receipt of a rates financial certificate request any current direct debit (fortnightly and due date) will be cancelled to avoid invalidating any rates adjustment calculated by solicitors on settlement. Should the sale fall through a new direct debit request form will need to be completed.
- 4.6 If National Australia Bank Limited A.C.N. 004 044 937 ("National") is liable to pay goods and services ("GST") on a supply made by the National in connection with the *agreement*, then *you* agree to pay the National on demand an amount equal to the consideration payable for multiplied by the prevailing GST rate.

5. Dispute:

- 5.1 If you believe that there has been an error in debiting *your account*, you should notify us directly on (07) 5540 5111 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 investigation 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 between you and us. 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:

- (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* or with your *financial institution*.

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. Important Notes:

- 8.1 Arrears of Rates – It should be noted that the fortnightly payment option does not constitute a payment agreement. Please contact the Rates Section on (07) 5540 5111.
- 8.2 Discount will not be granted if insufficient funds are received by Council by the due date.
- 8.3 It is your responsibility to ensure that the fortnightly amount and frequency are sufficient to ensure discount is granted on the due date. *Additional payment/s using another payment method may be required if the nominated debit amount and frequency does not satisfy the amount due on or before the due date.*
- 8.4 If your drawing is returned as unsatisfied by your financial institution on three (3) occasions in a financial year period, Council will cancel the arrangement.
- 8.5 Direct Debit deductions will continue unless cancelation in writing is received by Council. The only exception to this is 8.4 or 4.5 above.
- 8.6 Due Date direct debits do not apply to any Pro Rata Supplementary Rate Notices issued. These must be paid separately.
- 8.7 If your drawing is returned unsatisfied by your financial institution, the amount will be reinstated to your rate assessment with any discount applicable being forfeited.
- 8.8 If you wish to notify us in writing about anything relating to this *agreement*, you should write to Scenic Rim Regional Council, PO Box 25, Beaudesert Qld 4285