

# Direct Debit Request (DDR) Rates



a. Assess No:

b. Customer's  
Authority

Name of Customer/s giving the DDR

I/We

(your name/s)

of

(your address)

(email address)

(contact telephone)

Name of Debit User

User ID

request and authorise the

**Benalla Rural City Council**

**209357**

until further notice in writing, to arrange for funds to be debited through the Bulk Electronic Clearing System (BECS) from my/our account at the Financial Institution identified below as instructed by me/us or any other amounts as instructed or authorised to be debited in accordance with the terms and conditions of the Direct Debit Request Service Agreement (DDRSA) as amended from time to time.

c. Details of the  
Account to  
be debited

Name of the Financial Institution & Location

Account held in the name of

Account Number

BSB

**Note:** Direct debiting is not available on the full range of accounts. If in doubt, please refer to your bank/financial institution. **Processing via a Credit Card is not available.**

d. Payment  
Details

This authority allows the debiting of amounts payable by the Customer under the Agreement between the Customer and the **Benalla Rural City Council**.

Frequency:      By 4 Instalments      Weekly      Fortnightly      Monthly  
                 

Payment  
Amount:

\$

Payment Start  
Date\*:

\*Note: Payments are processed on **Friday** only.

e. Customer  
Authorisation

If in joint names  
both signatures  
may be required.

By signing below, I/we acknowledge that this Direct Debit arrangement is governed by the terms of Authorisation the DDRSA attached to this request.

Signature:

Signature:

Date:

Date:

# Direct Debit Request Service Agreement (DDRSA)

- 1 By signing the Direct Debit Request, you authorise us to arrange for funds to be debited from your Account in accordance with the Agreement.
- 2 We will advise you, in writing, at least 30 (thirty) days in advance of any variations to the Direct Debit Request.
- 3 For all matters relating to the Direct Debit Request, including cancellation, alteration or suspension of drawing arrangements or to stop or defer a payment, or to investigate or dispute a previous payment, you should:

**(a) Telephone Council on: 03 5760 2600**

## And

- (b) Allow for 14 days for the amendments to take effect or to respond to a dispute.

If our investigations show that your Account has been incorrectly debited, we will arrange for the Financial Institution to adjust your Account accordingly. We will also notify you in writing of the amount by which your Account has been adjusted. If, following our investigations, we believe on reasonable grounds that your Account has been correctly debited, we will respond to your query by providing you with reasons and copies of any evidence for this finding.

If we cannot resolve the matter, you can still refer it to your Financial Institution, which will obtain details from you of the disputed payment and may lodge a claim on your behalf.

- 4 You should be aware that:
  - (a) direct debiting through the Bulk Electronic Clearing System (BECS) is not available on all accounts; and
  - (b) You should check your Account details (including the Bank State Branch (BSB) number) directly against a recent statement from your Financial Institution.

If you are in any doubt, please check with your Financial Institution before completing the drawing authority.

- 5 It is your responsibility to ensure that:
  - (a) sufficient cleared funds are in the Account when the payments are to be drawn;
  - (b) the authorisation to debit the Account is in the same name as the Account signing instruction held by the Financial Institution where the Account is held;
  - (c) suitable arrangements are made if the direct debit is cancelled:
    - by yourself;
    - by your Financial Institution; or
    - For any other reason.

- 6 If the due date for payment falls on a day other than a Banking Day, the payment will be processed on the next Banking Day. If you are uncertain when the payment will be debited from your Account, please check with your Financial Institution.

- 7 For returned unpaid transactions, the following procedures or policies will apply:

- (a) you may be charged a fee and/or interest by your financial institution;
- (b) we may charge you reasonable costs incurred by us on account of there being insufficient funds; 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.

We reserve the right to cancel the Direct Debit Request at any time if drawings are returned unpaid by your Financial Institution.

- 8 All Customer records and Account details will be kept private and confidential to be disclosed only at your request or at the request of the Financial Institution in connection with a claim made to correct/investigate an alleged incorrect or wrongful debit or otherwise as required by law.
- 9 If any provision of this DDRSA is found to be illegal, void or unenforceable for unfairness or any other reason (for example, if a court or other tribunal or authority declares it so), the remaining provisions of this DDRSA will continue to apply to the extent possible as if the void or unenforceable provision had never existed.

## Definitions

Unless otherwise defined, a term defined in the Agreement has the same meaning when used in this DDRSA and:

**Account** means the account nominated in the Direct Debit Request, held at your Financial Institution from which we are authorised to arrange for funds to be debited;

**Agreement** means this Direct Debit 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 Payment** means a particular transaction where a debit is made;

**Direct Debit Request** means the written request between us and you to debit funds from your account;

**Financial Institution** is the financial institution where you hold the account nominated in your Direct Debit Request as the account from which we are authorised to arrange for funds to be debited;

**Us/We** means **Benalla Rural City Council**; and

**You** means the Customer/s who authorised the Direct Debit Request.