

DIRECT DEBIT REQUEST (DDR) Service Agreement

DEFINITIONS

Account means the account at your financial institution from which we are authorised to arrange for funds to be debited.

Business Day means a day other than a Saturday or Sunday or a public holiday listed throughout Australia.

Debit Day means the day that payment by you is due.

Direct Payment means a particular transaction where a debit payment is made.

Direct Debit Request (DDR) means the City of Casey Direct Debit Request application lodged by you to us.

Service Agreement refers to this City of Casey Direct Debit Request (DDR) Service Agreement between you and us; this document.

us or we means City of Casey you have authorised by signing a Direct Debit Request

you means the customer who signed the Direct Debit Request.

Your Financial Institution means the Financial Institution where you hold the account that you have authorised us to arrange to 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 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 following business day.
- 1.4 If you are unsure about which day your account has been debited you should ask your financial institution.

2 ALTERATIONS 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 14 days written notice

3 ALTERATIONS BY YOU

- 3.1 Subject to 3.2 and 3.3, you may change the arrangements under a Direct Debit Request by contacting us in writing. Email caseycc@casey.gov.au PO Box 1000 Narre Warren Vic 3805
- 3.2 If you wish to stop or defer a debit payment you must notify us in writing at least 14 days before the next debit day. This notice should be given to us in the first instance.
- 3.3 You may also cancel your authority of us to debit your account at any time, by giving us 14 days notice in writing before the next debit date. This notice should be given to us in the first instance.

4 YOUR OBLIGATIONS

- 4.1 It is your responsibility to ensure that there are sufficient and 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 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 must notify us in writing 14 days before the debit date if your account is transferred or closed

5 DISPUTE

- 5.1 If you believe that there has been an error in debiting your account, you should notify us directly on 03 9705 5200 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 investigation 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 evidence for this finding.
- 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 us and you. If we can not 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. Direct Debit through BECS is not available on all accounts.
- b Your account details which you have provided 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

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, modifications 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; and
 - b for the purpose of this agreement (including disclosing in connection with any query or claim).

8 NOTICE

- 8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to Rates Department City of Casey, PO Box 1000 Narre Warren VIC 3805 Include your City of Casey assessment number, account number, name, address, a daytime phone number, and your signature.
- 8.2 We will notify you by sending a notice in the ordinary post to the postal address we have on your property.
- 8.3 Any notice will be deemed to have been received 2 business days after it is posted.