

RATES DIRECT DEBIT REQUEST (DDR)

Council is collecting your personal information (e.g. name, contact information, bank account details etc.) which will be used for the purposes of coordinating a direct debit arrangement. This information will only be accessed by authorised Council officers and handled in accordance with Council's Privacy Statement governed by the *Information Privacy Act 2009*. Visit bundaberg.qld.gov.au/privacy for more information.

Customers' Authority:

1. I/We _____ Name of Customer(s) giving the DDR
2. Property address/es _____

3. Postal address _____
4. E-mail address _____
5. Contact telephone number _____
6. Rate Assessment Number(s) _____

NOMINATED ACCOUNT DETAILS: I/we would like to apply to pay the rates via Direct Debit as follows.

New Direct Debit Application Change of Account details on current Direct Debit

Bank/Financial Institution name _____

Account name _____

BSB Number

			-			
--	--	--	---	--	--	--

Account Number

--	--	--	--	--	--	--	--	--	--

Payment Frequency:

Weekly Fortnightly Monthly Half-yearly

Amount of payment \$ _____ Commencement Date / /

Please Note: Weekly or Fortnightly deductions can only be made on Fridays. Monthly deductions only at month-end. Half yearly deductions will be processed 6 monthly on the due date, processing the amount owing on the rates account.

AUTHORISATION

I/we:

1. Are the authorised signatory/signatories on the Nominated Bank Account;
2. Request and authorise Bundaberg Regional Council (**APCA User ID Number 207640**) to debit amounts for rates payments only through the Bulk Electronic Clearing System (BECS) from an account held at the financial institution identified above subject to the terms and conditions of the Direct Debit Request Service Agreement;
3. Acknowledge that I/we have read and understood the terms and conditions governing the direct debit payment option between myself/ourselves and Bundaberg Regional Council, as set out in this DDR and in the Direct Debit Request Service Agreement;
4. Acknowledge that if a Direct Debit is dishonoured on two consecutive occasions or more than twice in a financial year, the Direct Debit Request Service Agreement may be cancelled.
5. Acknowledge that should a balance remain outstanding after the due date, I/we understand interest may be charges as per the interest rate specified on the rates notice that the overdue amount relates to.
6. This authorisation will remain in force in accordance with the Direct Debit Request Service Agreement.

(Authorised signature)

(Authorised signature) if applicable

____/____/_____
(Date)

I HAVE READ AND ACCEPT THE TERMS OF THE DIRECT DEBIT REQUEST SERVICE AGREEMENT. (Page 3 & 4)

Direct Debit is not a payment commitment, if your direct debit is not going to have your rates cleared by the due date, you MUST enter into Payment Commitment to ensure your account is not referred to Council's debt recovery specialists.

I want to enter into a Payment Commitment.

I understand that the payment commitment I am entering into is only for the current rating period and that I will need to set up a new commitment when my next rate notice is issued. To access Councils online payment commitment form visit <https://www.bundaberg.qld.gov.au/rates-property/difficulty-paying-rates>

DIRECT DEBIT REQUEST SERVICE AGREEMENT

In the DDR Service Agreement, the following words have the following meanings:

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 Service Agreement between You and us.

Business Day means a day other than a Saturday or a Sunday or a public holiday in Bundaberg.

Council means Bundaberg Regional Council – who you have authorised by signing a direct debit request.

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

Debit Payment means a particular transaction where a debit is made.

DDR means the direct debit request between You and 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 debit.

1. Debiting your Account

- 1.1. By signing a DDR, You authorise Council to arrange for funds to be debited from your Account for the payment of rates and charges only. Council will debit your Account in accordance with the DDR and the Agreement.
- 1.2. Council will only arrange for funds to be debited from your Account as authorised in the DDR.
- 1.3. If the direct debit is from a joint bank account, both signatories to the Account are required to sign the DDR.
- 1.4. If the payment falls on a non-Business Day, the withdrawal from your Account will occur the following Business Day.
- 1.5. 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 following Business Day after the issue has been resolved.
- 1.6. No interest or Council administration fees will be charged on Rates Accounts that have a DDR in place, provided:
 - a) The Total Payable shown on Council's half yearly Rates Notices is paid in full

by the Due Date shown on the Rate Notice; and

- b) Sufficient funds are available for deductions.

- 1.7. If a Debit Payment is dishonoured by Your Financial Institution, Council will notify you in writing.
- 1.8. If a Debit Payment is dishonoured on two consecutive occasions or more than twice in any financial year, the DDR may be cancelled and this payment option will no longer be available to You.

2. Variation by Council

- 2.1. Council may vary any details of this Agreement or the DDR at any time by giving You at least fourteen (14) days written notice.

3. Variation by You

- 3.1. Subject to 3.2 and 3.3, You may vary the Agreement under a DDR by contacting Council by e-mail at ceo@bundaberg.qld.gov.au, in writing to PO Box 3130, Bundaberg Queensland 4670, or in person at any Council office.
- 3.2. If You wish to stop a Debit Payment, the DDR will be cancelled and You will need to reapply to be considered for further Direct Debit payment options.
- 3.3. You may also cancel the DDR at any time by giving Council fourteen (14) days' notice in writing before the next Debit Day.

4. Your Obligations

- 4.1. You must ensure that there are sufficient clear funds available in your Account to allow a Debit Payment to be made in accordance with the DDR.
- 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 will need to arrange for payment by another payment method;
- 4.3. You must ensure that the amounts debited from your Account are correct.
- 4.4. You must:
 - a) Confirm with Your Financial Institution whether your Account can accept direct

debits through the Bulk Electronic Clearing System, the mechanism for paying direct debits;

- b) Ensure your Account details provided to Council are correct by checking them against a recent statement from Your Financial Institution;
- c) Confer with Your Financial Institution before completing the DDR if you have any queries about how to complete the DDR; and
- d) Advise Council if your Account is transferred or closed.

5. Disputes

- 5.1. If You believe that there has been an error in debiting your Account, You should notify Council as soon as possible so that Council can resolve your query.
- 5.2. If Council conclude as a result of investigations that your Account has been incorrectly debited, Council will, within 14 days, arrange for your Account to be reimbursed accordingly and give notice of the amount of the reimbursement.
- 5.3. If Council conclude as a result of investigations that your Account has not been incorrectly debited, Council will respond to your query by providing you with reasons and evidence of its findings.
- 5.4. In the first instance, You must attempt to resolve the matter with Council.
- 5.5. If You are not satisfied with the outcome, you must approach Your Financial Institution, who will inform You of their claims process, so you can lodge a customer claim.
- 5.6. If the matter remains unresolved, Your Financial Institution will refer the matter to

Australian Payments Clearing Association (APCA) Management Committee for resolution.

- 5.7. Your Financial Institution will require You to contact Council to resolve the dispute prior to their involvement.

6. Privacy

- 6.1. Personal information collected by Council will be secured and protected against unauthorised use, access or disclosure in accordance with Council's Privacy Statement.
- 6.2. Your personal information will only be disclosed where permitted by law, at your request or to Your Financial Institution in connection with a claim made to an alleged incorrect or wrongful debit.
- 6.3. You have the right to request access to personal information at any time and correct any of Your personal information held by Council where it is incorrect, misleading or outdated.
- 6.4. Council will retain Your personal information for as long as necessary to fulfill the purposes outlined in this Agreement and the DDR and required by law.