

Disclaimers: This information was believed to be correct at the date of its publication. This information is for general information purposes only and should not be relied upon for legal advice.

This is your direct Debit service Agreement with Wollongong City Council, User ID 065347, (ABN 63 139 525 939). It explains what your obligations are when entering into a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit Provider.

Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR).

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 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 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 or our	means Wollongong City Council (the Debit User) you have authorised by requesting a Direct Debit Request.
you	means the customer who has signed or authorised by other means the Direct Debit Request.
your financial institution	means the financial institution nominated by you on the DDR at which the account is maintained.

1 DEBITING YOUR ACCOUNT

- 1.1 By signing a Direct Debit Request or by providing us with a valid instruction, 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 and will arrange for funds to be debited from your account if we have sent to the address nominated by you in the Direct Debit Request, a billing advice which specifies the amount payable by you.
- 1.3 If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

2 AMENDMENTS BY US

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 AMENDMENTS BY YOU

You may change *, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen (14) days' notice by writing to:

Wollongong City Council
Locked Bag 8821
WOLLONGONG DC NSW 2500

or

Telephoning us on (02) 4227 7111

or

By arranging it through your own financial institution, which is required to act promptly on your instructions.

* Note: in relation to the above reference to 'change', your financial institution may 'change' your debit payment only to the extent of advising us your new account details.

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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 or arrange for sufficient clear funds to be in *your account* by an agreed time so that *we* can process the *debit payment*.
- 4.3 *You* should check *your account* statement to verify that the amounts debited from *your account* are correct.

5 DISPUTE

- 5.1 If you believe that there has been an error in debiting your account, you should notify us directly on (02) 4227 7111 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up directly with your financial institution.
- 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 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 in writing.

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; 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, 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 NOTICE

- 8.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to:
Wollongong City Council
Locked Bag 8821
WOLLONGONG DC NSW 2500
- 8.2 We will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *Direct Debit Request*.
- 8.3 Any notice will be deemed to have been received on the third *banking* day after posting.