



DIRECT DEBIT CANCELLATION SERVICE AGREEMENT

SECTION 1 Property Details

Property number:

Property address: _____

SECTION 2 Contact Information

Name: _____

Contact phone no: _____ Mobile: _____

Email: _____

SECTION 3 Cancellation Date

I want to cancel my existing Direct Debit Agreement with Hinchinbrook Shire Council.

Specify cancellation date to take effect: ___/___/___.

SECTION 4 Declaration

I/We request and authorise Hinchinbrook Shire Council (APCA User ID 069544) to arrange funds to be debited from my/our account at the financial institution identified above through the Bulk Clearing System (BECS) subject to the terms and conditions of the Direct Debit Request Service (and any further instructions provided above). The authority is to remain in force within the terms outlined in Section 3

I/We authorise the following:

The debit user (Hinchinbrook Shire Council) to verify the details of the above mentioned account with my/our Bank/Financial Institution.

The above Institution to release information allowing the Debit User (Hinchinbrook Shire Council) to verify the above details.

If your Direct Debit is **dishonoured**, a Debtor Account for a Dishonourment Fee will be issued to you and **note if your Direct Debit is dishonoured for three consecutive transactions your Direct Debit will be cancelled.**

A Direct Debit will automatically be **cancelled** when Council receives a **"Full Rate Search"**, which indicates the property is being sold.

I acknowledge that I have read and understood the terms and conditions governing the debit arrangements between myself/ourselves and Hinchinbrook Shire Council as set out in this Request and in your Direct Debit Request Service Agreement.

Bank account holder(s) signature(s): X _____ X _____ Date: ___/___/___

Office use only

Date received: ___/___/___ Date processed: ___/___/___ Commencement date: ___/___/___ Signed: _____

Electronic version current. Uncontrolled Copy current only at time of printing

Form Number:

Authorised By: Revenue Supervisor

Document Maintained By: Corporate Services

Version No: 1

Current Version Date: 3/12/2014

Implementation Date: 3/12/2014

Hinchinbrook Shire Council Direct Debit Request Service Agreement

- Ø *Account* means the account held at *your financial institution* from which we are authorised to arrange for funds to be debited.
 - Ø *Agreement* means this Direct Debit Request Service Agreement between *you* and *us*.
 - Ø *Business day* means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.
 - Ø *Debit day* means the day that payment by *you* to *us* is due.
 - Ø *Debit payment* means a particular transaction where a debit is made.
 - Ø *Direct debit request* means the Direct Debit Request between *us* and *you*.
 - Ø *Us* or *we* means Hinchinbrook Shire Council *you* have authorised by signing a *direct debit request*.. *you* means the customer who signed the *direct debit request*.
 - Ø *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 *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 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**
- 2.1 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. Changes by you**
- 3.1 Subject to 3.2 and 3.3, *you* may change the arrangements under a *direct debit request* by contacting *us* on (07) 4776 4623.
 - 3.2 If *you* wish to stop or defer a *debit payment* the *direct debit* will be cancelled and *you* will need to reapply to be considered for further Direct Debit arrangements.
 - 3.3 *You* may also cancel *your* authority for *us* to debit *your* account at any time by giving *us* seven (7) days notice in writing before the next *debit day*. 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 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 by *us*; and
 - (c) the direct debit will be cancelled immediately and *you* will need to arrange for payment by another method.
 - 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 (07) 4776 4623 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 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.
 - 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* 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; 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 purpose of this *agreement* (including disclosing information in connection with any query or claim to the relevant Financial Institution).
- 8. Notice**
- 8.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to **Hinchinbrook Shire Council, PO Box 366, Ingham. Qld. 4850.**
 - 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 two *business days* after it is posted.