DIRECT DEBIT REQUEST

Request and Authority to debit the account named below to pay *City of Ballarat*

Please complete one form for each assessment

Rate Assessment No: _____

Property Address: _____

_____

☐ **New Direct Debit** ☐ **Updating existing Direct Debit**

Debit Frequency: *(please tick)*

☐ **Monthly instalments** debited on the 15th of each month between September and June (inclusive).

☐ **4 Instalments** debited on 30 September, 30 November, 28 February and 31 May.

ONLY AVAILABLE FOR ACCOUNTS WITH NO ARREARS. All arrears must be paid in full prior to acceptance of a Direct Debit Acceptance.

Request and authority to debit	**Surname or Company name:** _____ **Given names or ACN/ARBN:** _____ **Postal address**: _____ _____ **Contact phone number:** _____ **Contact email:** _____ I request and authorise the City of Ballarat (*Debit User Identification Number 270456)* to arrange, through its own financial institution, for any amount City of Ballarat may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below and paid to the Debit User, subject to the terms and conditions of the Direct Debit Request Service Agreement [and any further instructions provided below].
Financial Institution Details *Credit/Debit cards are not accepted*	**Financial institution name:** _____ **Name of account:** _____ **BSB number:** |___|___|___|-|___|___|___| **Account number:** |___|___|___|___|___|___|___|___|___|___|
Acknowledgment	By signing this Direct Debit Request, you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and City of Ballarat as set out in this Request and in your Direct Debit Request Service Agreement.
Insert your signature and address. *Joint accounts must be signed by both parties.*	**Signature:** _____ _____ *(If signing for a Company, sign and print full name and capacity for signing, eg. Director)* **Date:** _____ _____

DIRECT DEBIT REQUEST (DDR) SERVICE AGREEMENT

The following is your Direct Debit Service Agreement with City of Ballarat. This agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit Provider.

We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR form.

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 Sunday or a proclaimed Australian public holiday
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*/*we means City of Ballarat (the Debit User) *you* have authorised by signing or electronically agreeing to a *Direct Debit Request*.
You means the customer who signed or electronically agreed to 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 or electronically agreeing to 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. Authority is ongoing until you notify us otherwise.

1.2. 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.

1.3. In order to pay your Rates by Direct Debit in four (4) or monthly instalments you are to ensure that you have this agreement in place. Your own BPAY/bank payments do not constitute a Direct Debit agreement.

1.4. In order to pay your Rates by Direct Debit in four (4) or monthly you are to ensure that all arrears are to have been cleared prior to application of a Direct Debit Request.

1.5. Direct Debit agreements will be reviewed annually and as a result the amount debited may vary based on your account balance and the estimated charges for the next twelve (12) months. The revised amount will be communicated to you and then deduced from your nominated account without seeking further approval from you.

2. Changes by Council

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.

2.2. Upon any change of ownership, including survivorship and family transfer, all Direct Debits relating to Rates will be cancelled.

3. Changes by Applicant

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

Mail City of Ballarat, PO Box 655, BALLARAT VIC 3353;
Phone (03) 5320 5500 during business hours;
Email info@ballarat.vic.gov.au

You may change, stop or defer a debit payment, or terminate this agreement with your bank (Ledger FI). City of Ballarat must be advised in writing of this with at least fourteen (14) days notification.

4. Your obligations

4.1. To ensure that Direct Debit is available through your financial institution.

4.1.1. Direct Debit, through BECS, is not available on all accounts. If you have any queries please confirm with your bank (Ledger FI).

4.2. That account details provided to us are correct by verifying them against a recent account statement from your bank (Ledger FI).

4.3. There must be sufficient clear funds available in the relevant account, by the due date, to allow fo the payment of debit items according to the DDR.

4.4. If there are insufficient clear funds in your account to meet a debit payment:

- You may be charged a fee and/or interest by your financial institution;
- You may also incur fees or charges imposed or incurred by us;
- 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.

4.5. If two (2) consecutive dishonours occur, you will be removed from the Direct Debit payment option. You will be notified in writing of this action and required to make alternate payment arrangements to bring your account up to date.

4.6. You should check your account statement to verify that the amounts debited from your account are correct.

4.7. If City of Ballarat is liable to pay Goods and Services Tax (GST) on a supply made in connection with this agreement, then you agree to pay City of Ballarat on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5. Dispute

5.1. If you believe that there has been an error in debiting your account, you should notify us directly on telephone (03) 5320 5500 and confirm that notice in writing with us as soon as possible so that we can resolve your query as soon as possible.

- If we conclude that as your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including any interest and charges) accordingly. The bank may require information to be provided in the event of a claim or relating to an alleged incorrect or wrongful debit. We will notify you in writing of the amount by which your account has been adjusted.
- If we conclude 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.

5.2. Alternatively, you may contact your financial institution to dispute a claim in line with the Industry's Direct Debit Claims Process.

6. Confidentiality

6.1. 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.

6.2. We will only disclose information we have about you:

- To the extent specifically required to do so by law; or
- For the purpose of this agreement (including disclosing information in conjunction with any query or claim).

7. Notice

7.1. We will only arrange for funds to be debited from your account if we have sent an invoice or the annual Valuation and Rate Notice electronically or by ordinary post to the billing address recorded on your file which specifies the amount payable by you to us and the due date.

7.2. Any notice will be deemed to have been received on the third banking day after posting

7.3. If you wish to notify us in writing about anything relating to this agreement you should write to

Mail City of Ballarat, PO Box 655, BALLARAT VIC 3353
Email info@ballarat.vic.gov.au