

Direct Debit Request

Use this form to apply for to set up a direct debit service agreement. Complete a separate application for each property you wish to pay by direct debit.

Ratepayer details (as they appear on your rate notice)

Name(s)

Mailing address

Suburb

State

Postcode

Phone(H)

Mobile (M)

Email

Property Details – the property for which rates are to be direct debited.

Complete a separate application for each property you wish to pay by direct debit.

Customer reference no

The number is in top right-hand corner of your rates notice

Property address

Payment Method – Please tick to indicate your chosen method of payment

Annually (The total rates for the year will be debited on 31 August only) OR

Quarterly to commence: 31 Aug 30 Nov 28 Feb 31 May

Your account will be debited quarterly corresponding with the instalment dates and amounts shown on your Rates Notice.

Account Details – Account to be debited (Note that Direct Debit is not available from a Credit Card Account)

Financial Institution

Branch

BSB

Bank Account No

Name in which account is held

Declaration

I/We the above named Ratepayer authorise and request Bayside Council (User ID No: 403709) until further notice in writing, to arrange for my/our rates to be debited through the Bulk Electronic Clearing System (BECS) from my/our account at the financial institution (no credit card accounts) identified above as instructed by me/us or any other amounts as instructed to the schedule as specified or authorised to be debited in accordance with the terms and conditions of the Direct Debit Request Service Agreement (DDRSA) as amended from time to time.

Please note:

- 1) if a joint account – all signatures required
- 2) if a company account – sign and print the full name and your capacity for signing (e.g. Director)

Signature

Date

Signature

Date

Direct Debit Request Service Agreement (DDRSA)

By signing the Direct Debit Request, you authorise Bayside Council (User ID No 403709 - ABN 80 690 785 443) to arrange for funds to be debited from your Account in accordance with the Agreement:

- 1** We will advise you fourteen (14) days in advance of any changes to the Direct Debit Request.
- 2** For all matters relating to the Direct Debit Request including the cancellation, alteration or suspension of drawing arrangements, or to stop or defer payment, or to investigate or dispute a previous payment, you should:
 - (a) Contact Bayside Council via email at council@bayside.nsw.gov.au or via post at PO Box 21 Rockdale NSW 2216; and
 - (b) Allow us fourteen (14) days for the amendments to take effect or to respond to a dispute.If our investigations show that your Account has been incorrectly debited, we will arrange for the Financial Institution to adjust your Account accordingly. We will also notify you in writing of the amount by which your Account has been adjusted. If, following our investigations, we believe on reasonable grounds that your Account has been correctly debited, we will respond to your query by providing you with reasons and copies of any evidence for this finding. If we cannot resolve the matter, you can still refer it to your Financial Institution, which will obtain details from you of the disputed payment and may lodge a claim on your behalf.
- 3** You should be aware that:
 - (a) Direct debiting through the Bulk Electronic Clearing System (BECS) is not available on all accounts; and
 - (b) You should check and confirm your Account details including the Bank State Branch (BSB) number directly against the most recent statement from your Financial Institution.If you are in any doubt, please check with your Financial Institution before completing and drawing authority.
- 4** It is your responsibility to ensure that:
 - (a) sufficient cleared funds are in the Account when the payments are to be drawn.
 - (b) the authorisation to debit the Account is in the same name as the Account signing instruction held by the Financial Institution where the Account is held;
 - (c) suitable arrangements are made if the direct debit is cancelled:
 - by yourself.
 - by your Financial Institution; or
 - for any other reason.
- 5** If the due date for payment falls on a day other than a Banking Business Day, the payment will be processed on the next Banking Business Day. If you are uncertain when the payment will be debited from your Account, please check with your Financial Institution.
- 6** For returned unpaid transactions, the following procedures or policies will apply:
 - (a) Council will treat the payment as if it was never made. Any overdue amounts may attract interest charges.
 - (b) Services may be suspended until the outstanding charges are paid; and/or
 - (c) Council reserves the right to cancel this agreement where two direct debits have been dishonored. In the event that this occurs, you will be advised in writing at least seven (7) days prior to next debit date, and/or
 - (d) A fee may be applied for drawings that are returned unpaid.
- 7** All Customer records and Account details will be kept private and confidential to be disclosed only at your request or at the request of the Financial Institution in connection with a claim made to correct/investigate an alleged incorrect or wrongful debit or otherwise as required by law.
- 8** If any provision of this DDRSA is found to be illegal, void or unenforceable for unfairness or any other reason (for example, if a court or other tribunal or authority declares it so), the remaining provisions of this DDRSA will continue to apply to the extent possible as if the void or unenforceable provision had never existed.

Definitions

Unless otherwise defined, a term defined in the Agreement has the same meaning when used in this DDRSA and:

Account means the account nominated in the Direct Debit Request, held at your Financial Institution from which we are authorised to arrange for funds to be debited;

Agreement means the Terms and Conditions (including BPAY), including the Schedules to those Terms and Conditions, as amended from time to time;

Direct Debit Request means the Direct Debit Request between us and you as amended from time to time;

Financial Institution is the financial institution where you hold the account nominated in your Direct Debit Request as the account from which we are authorised to arrange for funds to be debited.

We means Bayside Council; and

You mean the Customer/s who signed the Direct Debit Request.
- 9** 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. 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).