



# Direct Debit Client Agreement

## **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.

**Business day** means a day other than a Saturday, or a Sunday or a public holiday listed throughout Victoria and Australia.

**Debit day** means the day that payment by you is due.

**Debit payment** means a particular transaction where a debit is made.

**Direct Debit Request** means the Direct Debit Client Agreement between you and us.

**Preferred Contact Method** means your indicated method of contact authorised on the Direct Debit Request.

**Signature** includes any written or electronic method permitted by law at the relevant time as being able to be used to identify a person's approval of the information communicated, in a manner binding on that person.

**Us or we** means Southern Grampians Shire Council you have authorised by signing a Direct Debit Request.

**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 to 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.
- 1.2 We will only arrange for funds to be debited from your account as authorised in the direct debit request.
- 1.3 The debit will occur on the 5<sup>th</sup> day of the month
- 1.4 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.

## **2. Change by us**

- 2.1 We may vary any details of this agreement or a direct debit request at any time by giving you a least fourteen (14) days notice using your designated preferred contact method.

## **3.0 Change by you.**

- 3.1 Subject to 3.2 you may change the arrangements under a direct debit request by writing to us at Southern Grampians Shire Council, Locked Bag 685, Hamilton Vic 3300
- 3.2 You may cancel your authority for us to debit your account at any time (*subject to Hamilton Indoor Leisure and Aquatic Centre membership terms*) by giving us notice in writing no less than 5 working days prior to the 5<sup>th</sup> day of each month. This notice should be given to us in the first instance. A copy of the notice provided to us may be directed to your financial institution.

## **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 to us by another method.
- 4.3 You should check your account statement to verify that the amounts debited from your account are correct.

## **5. Accounts**

- 5.1 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.

## **6. Privacy Statement**

- 6.1 Council has an Information Privacy Policy to comply with Federal and State Legislation on the handling of personal information.  
Council will take all reasonable steps for the responsible collection, storage, handling and disclosure of personal information to respect the confidentiality of personal details