

## Direct Debit Request Service Agreement

This is your Direct Debit Service Agreement with City of Ryde (ID 539011 - ABN: 81 621 292 610). It explains 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.

Please keep this agreement 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 authorisation. Please note: Direct Debit, through BECS, is not available on all accounts.

The terms of this Direct Debit Agreement are for the purpose of payment of your Council rates debiting from your account on a quarterly basis.

<b>Definitions</b>	<p><b>account</b> means the account held at <i>your financial institution</i> from which <i>we</i> are authorised to arrange for funds to be debited.</p> <p><b>agreement</b> means this Direct Debit Request Service Agreement between <i>you</i> and <i>us</i>.</p> <p><b>banking day</b> means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</p> <p><b>debit day</b> means the day that payment by <i>you</i> to <i>us</i> is due.</p> <p><b>debit payment</b> means a particular transaction where a debit is made.</p> <p><b>direct debit request</b> means the Direct Debit Request between <i>us</i> and <i>you</i>.</p> <p><b>us</b> or <b>we</b> means City of Ryde, (the Debit User) <i>you</i> have authorised by requesting a <i>Direct Debit Request</i>.</p> <p><b>you</b> means the customer who has signed or authorised by other means the <i>Direct Debit Request</i>.</p> <p><b>your financial institution</b> means the financial institution nominated by <i>you</i> on the DDR at which the <i>account</i> is maintained.</p>
<b>1. Debiting your account</b>	<p>1.1 By signing a <i>Direct Debit Request</i> or by providing <i>us</i> with a valid instruction, <i>you</i> have authorised <i>us</i> to arrange for funds to be debited from <i>your account</i>. <i>You</i> should refer to the <i>Direct Debit Request</i> and this <i>agreement</i> for the terms of the arrangement between <i>us</i> and <i>you</i>.</p> <p>1.2 <i>We</i> will only arrange for funds to be debited from <i>your account</i> as authorised in the <i>Direct Debit Request</i>. The amount that will be debited is the amount due with the current rating instalment.</p>

	<p>1.3 If the <i>debit day</i> falls on a day that is not a <i>banking day</i>, we will direct <i>your financial institution</i> to debit <i>your account</i> on the last <i>banking day</i> of that quarter prior to the <i>debit day</i>. If <i>you</i> are unsure about which day <i>your account</i> has or will be debited <i>you</i> should ask <i>your Financial Institution</i>.</p> <p>1.4 If the initial <i>debit payment</i> is unsuccessful, Council will email <i>you</i> via the email address supplied during the registration process advising of the unsuccessful <i>debit payment</i>. Council will reattempt another <i>debit payment</i> in five business days. The debit amount will include the dishonour fee published in Council's Fees and Charges schedule.</p>
<p><b>2. Amendments by us</b></p>	<p>2.1 We may vary any details of this <i>agreement</i> or a <i>Direct Debit Request</i> at any time by giving <i>you</i> at least fourteen (<b>14</b>) <b>days</b> written notice via your nominated email address.</p>
<p><b>3. Amendments by you</b></p>	<p>3.1</p> <p><i>You</i> may cancel your direct debit at any time via Council's online application process. If <i>you</i> cancel your direct debit within 3 business days of your rates instalment due date, the cancellation will take affect after that instalment. If <i>you</i> require a refund, please contact Council via email: <a href="mailto:cityofryde@ryde.nsw.gov.au">cityofryde@ryde.nsw.gov.au</a></p> <p>If <i>you</i> wish to update your Direct debit details, <i>you</i> will need to cancel your existing direct debit arrangement and apply for a new one via Council's online application process. This may take up to 3 business days for these details to be updated.</p>
<p><b>4. Your obligations</b></p>	<p>4.1 It is <i>your</i> responsibility to ensure that there are sufficient clear funds available in <i>your</i> account to allow a <i>debit payment</i> to be made in accordance with the <i>Direct Debit Request</i>.</p> <p>4.2 If there are insufficient clear funds in <i>your account</i> to meet a <i>debit payment</i>:</p> <ul style="list-style-type: none"> <li>(a) <i>you</i> will be charged a fee and/or interest by <i>your financial institution</i>;</li> <li>(b) <i>you</i> may also incur fees or charges imposed or incurred by <i>us</i>; and</li> <li>(c) Council will reattempt another <i>debit payment</i> in five business days. The debit amount will include the dishonour fee published in Council's Fees and Charges schedule.</li> </ul>



	<p>4.3 <i>You should check your account statement to verify that the amounts debited from your account are correct</i></p>
<p><b>5 Dispute</b></p>	<p>5.1 <i>If you believe that there has been an error in debiting your account, you should notify us directly via email at <a href="mailto:cityofryde@ryde.nsw.gov.au">cityofryde@ryde.nsw.gov.au</a> and confirm that notice in writing with us as soon as possible. Alternatively you can take it up directly with your financial institution.</i></p> <p>5.2 <i>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.</i></p> <p>5.3 <i>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.</i></p>
<p><b>6. Accounts</b></p>	<p><i>You should check:</i></p> <ul style="list-style-type: none"> <li>(a) <i>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.</i></li> <li>(b) <i>your account details which you have provided to us are correct by checking them against a recent account statement; and</i></li> <li>(c) <i>with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.</i></li> </ul>
<p><b>7. Confidentiality</b></p>	<p>7.1 <i>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.</i></p> <p>7.2 <i>We will only disclose information that we have about you:</i></p> <ul style="list-style-type: none"> <li>(a) <i>to the extent specifically required by law; or</i></li> <li>(b) <i>for the purposes of this agreement (including disclosing information in connection with any query or claim).</i></li> </ul>



<p><b>8. Notice</b></p>	<p>8.1 If <i>you</i> wish to notify <i>us</i> in writing about anything relating to this <i>agreement</i>, <i>you</i> should email City of Ryde at <a href="mailto:cityofryde@ryde.nsw.gov.au">cityofryde@ryde.nsw.gov.au</a></p> <p>8.2 We will notify <i>you</i> by sending a notice to the registered email address <i>you</i> have given <i>us</i> in the <i>Direct Debit Request</i>.</p>
<p><b>9. Cancellation</b></p>	<p>9.1 City of Ryde will cancel this <i>debit arrangement</i> if the second <i>debit payment</i> is unsuccessful. Notification of the cancellation will be emailed to the email address supplied as part of the <i>Direct Debit Request</i> registration process.</p> <p>9.2 City of Ryde will cancel this <i>debit arrangement</i> when notification of a property sale or transfer is received from NSW Land Registry Services (State Government statutory body). Notification of the cancellation will be emailed to the email address supplied as part of the <i>Direct Debit Request</i> registration process. Alternatively, <i>you</i> may cancel your <i>Direct Debit Request</i> through Council's website.</p>