

Direct Debit Request SERVICE AGREEMENT



This is your Direct Debit Service Agreement with the City of West Torrens (CWT), ABN 16 346 877 634 (the Debit). 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.

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 a Sunday or a public holiday listed throughout Australia.

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 (DDR) means the written, verbal or online direct debit request between us and you to debit funds from your account.

Us or we mean the City of West Torrens (the Debit User), you have authorised by requesting a Direct Debit Request.

You or your means the customer who has authorised the Direct Debit Request.

Your financial institution means 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 for the payment of rates only. The Direct Debit Request and this Agreement set out 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 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.
- 1.4 If we encounter technical issues in arranging your debit payment on the nominated date (being a banking day), we will arrange the debit payment to be taken on the next available banking day after the issue has been rectified.

2. Amendments 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 sent to the preferred email address or mailing address you have provided to us in the Direct Debit Request.





3. How to cancel or change direct debits

3.1 You may:

- a) cancel or suspend the Direct Debit Request; or
- b) change, stop or defer an individual payment, or terminate (cancel) at any time by giving us at least 14 days' notice in writing before the next debit day.

To do so, contact us at:

Financial Services – Rates
City of West Torrens
165 Sir Donald Bradman Drive
Hilton SA 5033

- or** by email on info@wtcc.sa.gov.au
- or** by telephoning us on 08 8416 6333 during business hours
- or** you can also contact your financial institution, which is required to act promptly on your instructions.

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



4. Your obligations (cont)

- 4.4 If your direct debit is dishonoured and returned unpaid, the following procedure will apply:
- a) on the first occasion, we will send a letter to you;
 - b) on the second occasion, we will send a final letter to you; and
 - c) on the third occasion, we will provide a notice in writing that the direct debit is cancelled and you will be requested to make alternative payment arrangements of outstanding rates.
- 4.5 We will charge an administrative fee on each occasion the direct debit is dishonoured and returned unpaid and you agree that you are liable to us for this fee.

5. Dispute

- 5.1 If you believe there has been an error in debiting your account, you should notify us directly on (08) 8416 6333 and confirm that notice in writing via email on info@wtcc.sa.gov.au with us as soon as possible, so that we can resolve your query more quickly. Alternatively, you can contact your financial institution for assistance.
- 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 within a reasonable period 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 in writing.
- 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 you and us. 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 re-cent 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 purposes of this Agreement (including disclosing information in connection with any query or claim).



8. Contacting each other

- 8.1 If you wish to notify us in writing about anything relating to this Agreement, you should write to:
- Financial Services - Rates
City of West Torrens
165 Sir Donald Bradman Drive
Hilton, SA 5033
Email: info@wtcc.sa.gov.au
- 8.2 We will notify you by sending a notice to the preferred email address or mailing address you have provided to us in the Direct Debit Request. Any notice will be deemed to have been received on the third banking day after posting.

Privacy statement

Please note that the City of West Torrens is a public authority which is bound by the *Local Government Act 1999*, and other relevant legislation, to retain information and to make certain information publicly available. In some instances this will require Council to publish personal information such as names and addresses of those whose information it holds. If you have any questions regarding the use of your personal information please contact us on (08) 8416 6333.