

**Request and Authority to debit the account named below to pay  
Somerset Regional Council – ABN: 50 138 958 249**

**Direct Debit Request and Authorisation**

Last Name or Company Name

First Name or ABN

'you'

Request and authorise **Somerset Regional Council (User ID 650195)** to arrange, through its own financial institution, a debit to your nominated account any amount **Somerset Regional Council** has deemed payable by *you*.

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from *your* account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

Property Address

  


Postcode

Payment Reference Number (one per application)

  


Postal Address

  


Postcode

Mobile

  


Email

**Nominated Account Details**

Name of Financial Institution

Address of Financial Institution

Name of Account Holder to be debited

BSB



Account Number

**Payment Details (Please note: available for rate payments only - following conditions apply)**

- Total NET amount of rates and charges due will be debited 3 working days prior to the due date (please see your relevant rate notice for the Discount Due Date).
- This option is NOT available for Supplementary Levies (alternate payment required).
- Direct debit facility is only available if there are **NO ARREARS** on this rate assessment.

**Acknowledgement**

By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and Somerset Regional Council as set out in this Request and in your Direct Debit Request Service Agreement.

**Account Signatures**

Signature

Name of signatory (if a company, please specify capacity)

Date

Signature

Name of signatory (if a company, please specify capacity)

Date

# Direct Debit Request Service Agreement

The following is your Direct Debit Request Service Agreement with **Somerset Regional Council ABN: 50 138 958 249**. The 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*.
- **business 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** means the Direct Debit Request between *us* and *you*.
- **us** or **we** means **Somerset Regional Council**, (the Debit User) *you* have authorised by signing a *direct debit request*.
- **you** means the customer who signed 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

By signing 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*.

We will only arrange for funds to be debited from *your account* as authorised in the *Direct Debit Request*.

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*.

If *you* are unsure about which day *your account* has or will be debited *you* should ask *your financial institution*.

## 2. Amendments by us

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.

## 3. Amendments by you

*You* may change or stop a debit payment or terminate this agreement by providing *us* with at least fourteen (14) days' notification by completing a Direct Debit Change or Cancellation form which can be found on Council's website.

## 4. Your obligations

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***.

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*; and

- you* must arrange for the *debit payment* to be made by another method.
- if the direct debit arrangement defaults in the first instance this agreement will be permanently terminated. Direct debits will no longer be an option and other payment methods will need to be established.
- if *you* sell the property, *you* should advise Council prior to settlement, to terminate this agreement. If another property is purchased a new authority needs to be completed for that property.

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

## 5. Dispute

If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* in writing as soon as possible so that we can resolve your query. 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.

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* accordingly. We will also notify *you* in writing of the amount by which *your account* has been adjusted.

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.

## 6. Accounts

*You* should check:

- 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.
- your account* details which *you* have provided to *us* are correct by checking them against a recent *account* statement; and
- 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

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*:

- to the extent specifically required by law; or
- for the purposes of this *agreement* (including disclosing information in connection with any query or claim).

## 8. Notice

If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to Somerset Regional Council, PO Box 117 Esk Qld 4312 or email to [mail@somerset.qld.gov.au](mailto:mail@somerset.qld.gov.au).

We will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *Direct Debit Request*.

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