





**Temora Shire Council**  
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 Temora NSW 2666  
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## Direct Debit Request Service Agreement

This is your Direct Debit Service Agreement with **Temora Shire Council, (456091) ABN: 55 048 860 109** (the Debit User). 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.

<b>Definitions</b>	<p><b>account</b> means the account held at <i>your financial institution</i> from which we 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 written request between <i>us</i> and <i>you</i> to debit funds from your account.</p> <p><b>us</b> or <b>we</b> means <b>Temora Shire Council</b> (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 submitting a <i>Direct Debit Request</i>, <i>you</i> have authorised <i>us</i> to arrange for funds to be debited from <i>your account</i>. The <i>Direct Debit Request</i> and this <i>agreement</i> set out the terms of the arrangement between <i>us</i> and <i>you</i>.</p> <p>1.2 We will only arrange for funds to be debited from <i>your account</i> as authorised in the <i>Direct Debit Request</i>.</p> <p>1.3 If the <i>debit day</i> falls on a day that is not a <i>banking day</i>, we may direct <i>your financial institution</i> to debit <i>your account</i> on the following <i>banking 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>
<b>2. Amendments by us</b>	<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 (14) days written notice sent to the preferred email/address <i>you</i> have given us in the <i>Direct Debit Request</i>.</p>
<b>3. How to cancel or change direct debits</b>	<p><i>You</i> can:</p> <p>(a) cancel or suspend the <i>Direct Debit Request</i>; or</p> <p>(b) change, stop or defer an individual debit payment at any time by giving at least <b>10 days'</b> notice.</p> <p>To do so, contact us at <b>Temora Shire Council, 105 Loftus Street, TEMORA NSW 2666</b> or by telephoning us on <b>02 6980 1100</b> during business hours.</p> <p><i>You</i> can also contact your own financial institution, which must act promptly on your instructions.</p>
<b>4. Your obligations</b>	<p>4.1 It is <i>your</i> responsibility to ensure that there are sufficient clear funds available in <i>your account</i> 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> <p>(a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>;</p> <p>(b) we may charge <i>you</i> reasonable costs incurred by us on account of there being insufficient funds; and</p> <p>(c) <i>you</i> must arrange for the <i>debit payment</i> to be made by another method or arrange for sufficient clear funds to be in <i>your account</i> by an agreed time so that we can process the <i>debit payment</i>.</p> <p>4.3 <i>You</i> should check <i>your account</i> statement to verify that the amounts debited from <i>your account</i> are correct</p>
<b>5. Dispute</b>	<p>5.1 If <i>you</i> believe that there has been an error in debiting <i>your account</i>, <i>you</i> should notify us directly on <b>02 6980 1100</b> or <b>rates@temora.nsw.gov.au</b>. Alternatively, <i>you</i> can take contact your financial institution for assistance.</p> <p>5.2 If we conclude as a result of our investigations that <i>your account</i> has been incorrectly debited, we will respond to <i>your</i> query by arranging within a reasonable period for <i>your financial institution</i> to adjust <i>your account</i> (including interest and charges) accordingly. We will also notify <i>you</i> in writing of the amount by which <i>your account</i> has been adjusted.</p> <p>5.3 If we conclude as a result of our investigations that <i>your account</i> has not been incorrectly debited we will respond to <i>your</i> query by providing <i>you</i> with reasons and any evidence for this finding in writing.</p>
<b>6. Accounts</b>	<p><i>You</i> should check:</p> <p>(a) with <i>your financial institution</i> whether direct debiting is available from <i>your account</i> as direct debiting is not available on all accounts offered by financial institutions.</p> <p>(b) <i>your account</i> details which <i>you</i> have provided to <i>us</i> are correct by checking them against a recent <i>account</i> statement; and</p> <p>(c) with <i>your financial institution</i> before completing the <i>Direct Debit Request</i> if <i>you</i> have any queries about how to complete the <i>Direct Debit Request</i>.</p>
<b>7. Confidentiality</b>	<p>7.1 We will keep any information (including <i>your account</i> details) in <i>your Direct Debit Request</i> confidential. We will make reasonable efforts to keep any such information that we have about <i>you</i> secure and to ensure that any of <i>our</i> employees or agents who have access to information about <i>you</i> do not make any unauthorized use, modification, reproduction or disclosure of that information.</p> <p>7.2 We will only disclose information that we have about <i>you</i>:</p> <p>(a) to the extent specifically required by law; or</p> <p>(b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).</p>
<b>8. Contacting each other</b>	<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 write to <b>Temora Shire Council, PO Box 262, TEMORA NSW 2666</b></p> <p>8.2 We will notify <i>you</i> by sending a notice to the preferred address or email <i>you</i> have given <i>us</i> in the <i>Direct Debit Request</i>.</p> <p>8.3 Any notice will be deemed to have been received on the second <i>banking day</i> after sending.</p>