

# DIRECT DEBIT REQUEST

Request and Authority to debit the account named below to pay  
Ballarat City Council

Please complete one form for each assessment or account

### TO PAY YOUR RATES:-

Rate Assessment No: \_\_\_\_\_

Property Address: \_\_\_\_\_  
\_\_\_\_\_

Debit Frequency: **By 4 Instalments only**, as detailed on the rate notice (last day of September, November, February & May).

Debits take place on the day that your payment to us is due. The amount to be debited will be the instalment including any adjustments.

### TO PAY YOUR DEBTOR ACCOUNT:-

Childcare and/or Sundry Debtor (Not available for Homecare)

Reference No: \_\_\_\_\_

Account Name: \_\_\_\_\_

Debit Frequency: **Weekly**   
(please tick) **Fortnightly**

Commencement Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Debits take place on a **Wednesday**. Unless otherwise approved, the amount to be debited will be the balance due on your account.

### Request and Authority to debit

Surname or Company name: \_\_\_\_\_

Given names or ACN/ARBN: \_\_\_\_\_ (“you”)

Postal Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

request and authorise Ballarat City Council (*Debit User Identification Number 270456*) to arrange, through its own financial institution, for any amount Ballarat City Council may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below and paid to the Debit User, subject to the terms and conditions of the Direct Debit Request Service Agreement [and any further instructions provided below].

### Insert the name and address of financial institution at which account is held

Financial institution name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

### Insert details of account to be debited (Credit Card not acceptable for Direct Debit)

Name of account \_\_\_\_\_

BSB number \_\_\_\_\_ - \_\_\_\_\_

Account number \_\_\_\_\_

### Acknowledgment

By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements between you and Ballarat City Council as set out in this Request and in your Direct Debit Request Service Agreement.

### Insert your signature and address

Signature \_\_\_\_\_

(If signing for a company, sign and print full name and capacity for signing eg. director)

Address \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_



# Direct Debit Request (DDR)

## Service Agreement

P O Box 655, Ballarat 3353  
 Telephone: (03) 5320 5500  
 Direct Debit User ID No: 270456

The following is your Direct Debit Service Agreement with Ballarat City Council. 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.

<p><b>Definitions</b></p>	<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 Ballarat City Council, (the Debit User) <i>you</i> have authorised by signing a <i>direct debit request</i>.</p> <p><b>you</b> means the customer who signed 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>
<p><b>1. Debiting your account</b></p>	<p>1.1 By signing 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>. <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> if <i>we</i> have sent to the address nominated by <i>you</i> in the <i>Direct Debit Request</i>, a billing advice which specifies the amount payable by <i>you</i> to <i>us</i> and when it is due.</p> <p>1.3 If the <i>debit day</i> falls on a day that is not a <i>banking day</i>, <i>we</i> 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>

<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 days)</b> written notice.</p>
<p><b>3. Amendments by you</b></p>	<p>3.1 You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen <b>(14 days)</b> notification by writing to:</p> <p>Finance City of Ballarat P O Box 655 Ballarat 3353</p> <p><i>or</i></p> <p>by telephoning us on (03) 5320 5500 during business hours;</p> <p><i>or</i></p> <p>arranging it through your own financial institution.</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> <p>(a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>;</p> <p>(b) <i>you</i> may also incur fees or charges imposed or incurred by <i>us</i>; 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 <i>we</i> can process the <i>debit payment</i>.</p> <p>4.3 You should check <i>your account</i> statement to verify that the amounts debited from <i>your account</i> are correct</p> <p>4.4 If Ballarat City Council is liable to pay goods and services tax ("GST") on a supply made in connection with this <i>agreement</i>, then <i>you</i> agree to pay Ballarat City Council on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.</p>
<p><b>5 Dispute</b></p>	<p>5.1 If you believe that there has been an error in debiting <i>your account</i>, <i>you</i> should notify us directly on telephone (03) 5320 5500 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up with your financial institution direct.</p> <p>5.2 If <i>we</i> conclude as a result of our investigations that <i>your account</i> has been incorrectly debited <i>we</i> will respond to <i>your</i> query by arranging for <i>your financial institution</i> to adjust <i>your</i> account (including interest and charges) accordingly. <i>We</i> will also notify you in writing of the amount by which <i>your account</i> has been adjusted.</p> <p>5.3 If <i>we</i> conclude as a result of our investigations that <i>your account</i> has not been incorrectly debited <i>we</i> will respond to <i>your</i> query by providing <i>you</i> with reasons and any evidence for this finding in writing.</p>

<p><b>6. Accounts</b></p>	<p><i>You should check:</i></p> <ul style="list-style-type: none"> <li>(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.</li> <li>(b) <i>your account details</i> which <i>you</i> have provided to <i>us</i> are correct by checking them against a recent <i>account statement</i>; and</li> <li>(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>.</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) to the extent specifically required by law; or</li> <li>(b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).</li> </ul>
<p><b>8. Notice</b></p>	<p>8.1 <i>If you wish to notify us in writing about anything relating to this agreement, you should write to</i>  Finance  City of Ballarat  P O Box 655  Ballarat 3353</p> <p>8.2 <i>We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit Request.</i></p> <p>8.3 <i>Any notice will be deemed to have been received on the third banking day after posting.</i></p>