



# Rates Direct Debit Request

<b>Request and Authority to debit</b>	<p>Your Surname or Company name _____</p> <p>Your Given Names or ABN/ARBN _____ you"</p> <p>request and authorise <b>Shire of Mundaring (User ID 127431)</b> to arrange a debit to your nominated account to pay for <b>the purpose of Rate Assessment # _____</b>.</p> <p>This debit or charge will be arranged by <b>Shire of Mundaring's</b> financial institution and made through the Bulk Electronic Clearing System Framework (BECS) from <i>your</i> nominated account and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.</p>
<b>Amount of debit (Select Option)</b>  Please note: A Direct Debit establishment fee in line with current Fees and Charges for the Shire of Mundaring will be charged with your first payment (if applicable).	<p>Annually Amount Payable as per rate notice on Annual Due Date</p> <p>4 Instalments as specified on the rate notice on the instalment due dates</p> <p>Monthly (28th of each month or next working day)    \$ _____</p> <p>Fortnightly (on a Thursday)    \$ _____    Start Date: _____</p> <p>Direct Debit arrangement will remain in place until ____ / ____ / ____ or notification is received to cancel the arrangement as per Section 3 of the Terms and Conditions.</p>
<b>Your account to be debited</b>	<p>Name/s on account _____</p> <p>Financial institution name _____</p> <p>BSB number (Must be 6 Digits)  __ __ __  -  __ __ __ </p> <p>Account number                     __ __ __ __ __ __ __ __ __ </p>
<b>Your contact details</b>	<p>Address: _____</p> <p>Email: _____</p> <p>Phone: _____</p> <p><b>The Email address      Postal Address      above is the best way for us to write to you.</b></p>
<b>Confirmation</b>	<p>By signing and/or providing us with a valid instruction in respect to your Direct Debit Request you confirm that:</p> <ul style="list-style-type: none"><li>• you are authorised to operate the nominated account; and</li><li>• you have understood and agreed to the terms and conditions set out in this Request and in your Direct Debit Request Service Agreement.</li></ul>
<b>Your Signature</b>	<p><b>Signed in accordance with the account authority on your account:</b></p> <p>Signature: _____      Date : _____</p> <p>Contact details: As above</p>



	<p>This page only needs to be filled where there is a second signatory on the bank account or company authority is being provided.</p>
<p><b>Second account signatory (if required)</b></p>	<p>Signed in accordance with the account authority on your account:</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Address: _____</p> <p>Email: _____</p> <p>Phone: _____</p>
<p><b>Signing for a company</b></p>	<p><i>You must be authorised to sign on behalf of the company AND you must have authority to operate the Company's bank account.</i></p> <p>Signature of duly authorised officer: _____</p> <p>Position held: _____</p> <p>Name: _____</p> <p>Address: _____</p> <p>Email: _____</p> <p><i>(Notices will be sent to this email address)</i></p> <p>Phone: _____</p> <p>Date: ____ / ____ / ____</p> <p><b><u>Second company signatory (if required)</u></b></p> <p>Signature of duly authorised officer: _____</p> <p>Position held: _____</p> <p>Name: _____</p> <p>Email: _____</p> <p>Date: ____ / ____ / ____</p>





## Direct Debit Request Service Agreement

This is your Direct Debit Service Agreement with the **Shire of Mundaring, User ID 127431, ABN 20 431 487 930 (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.

### 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** means the written, verbal or online request between *us* and *you* to *debit funds from your account*.

**us** or **we** means **Shire of Mundaring**, (the Debit User) *you* have authorised by requesting a *Direct Debit Request*.

**you** means the customer who has authorised the *Direct Debit Request*.

**your financial institution** means the financial institution at which *you* hold the *account* *you* have authorised *us* to debit.

### 1. Debiting your account

1.1 By submitting a *Direct Debit Request*, *you* have authorised *us* to arrange for funds to be debited from *your account*. The *Direct Debit Request* and this *agreement* set out the terms of 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*.

**or**

We will only arrange for funds to be debited from *your account* if we have sent to the address nominated by *you* in the *Direct Debit Request*, a billing advice which specifies the amount payable by *you* to *us* and when it is due.

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*.

<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 you at least fourteen <b>(14) days</b> written notice sent to the preferred email or address you have given us in the <i>Direct Debit Request</i>.</p>
<p><b>3. How to cancel or change direct debits</b></p>	<p>You can:</p> <ul style="list-style-type: none"> <li>(a) cancel or suspend the <i>Direct Debit Request</i>; or</li> <li>(b) change, stop or defer an individual debit payment at any time by giving us at least <b>7 days</b> notice.</li> </ul> <p><b>To do so, contact us at <a href="mailto:shire@mundaring.wa.gov.au">shire@mundaring.wa.gov.au</a></b> <b>or</b> by telephoning us on <b>08 9290 6666</b> during business hours;</p> <p>You can also contact your own financial institution, which must act promptly on your instructions.</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> may be charged a fee and/or interest by <i>your financial institution</i>;</li> <li>(b) we may charge you reasonable costs incurred by <i>us</i> on account of there being insufficient funds; and</li> <li>(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>.</li> </ul> <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>



<p><b>5 Dispute</b></p>	<p>5.1 If you believe that there has been an error in debiting <i>your account</i>, you should notify us directly on <a href="mailto:shire@mundaring.wa.gov.au">shire@mundaring.wa.gov.au</a>. Alternatively you can 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 query</i> 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 you 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 query</i> by providing you with reasons and any evidence for this finding in writing.</p>
<p><b>6. Accounts</b></p>	<p>You should check:</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</i> details which you have provided to us 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 you have any queries about how to complete the <i>Direct Debit Request</i>.</li> </ul>
<p><b>7. Confidentiality</b></p>	<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 you secure and to ensure that any of <i>our</i> employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.</p> <p>7.2 We will only disclose information that we have about you:</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. Contacting each other</b></p>	<p>8.1 If you wish to notify us in writing about anything relating to this <i>agreement</i>, you should write to <a href="mailto:shire@mundaring.wa.gov.au">shire@mundaring.wa.gov.au</a>, <b>please put your address and assessment # in the subject line</b></p> <p>8.2 We will notify you by sending a notice to the preferred address or email you have given us 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>

