



Rates Direct Debit Form

1. Application Details:

Assessment No:

Rate Payer's name:

Property Address:

Mobile No:

Email Address:

2. Payment Schedule:

☐ Annual Payment (automatically debited on 31 August)

☐ Quarterly Instalments (automatically debited on 31 Aug, 30 Nov, 28 Feb and 31 May)

☐ Monthly (automatically debited on 27th of each month) *

☐ Fortnightly (automatically debited on THURSDAY every 2nd week) *

☐ Weekly (automatically debited on THURSDAY every week) *

* Customers must review the payment amount each July to ensure their direct debit covers any annual increase in their rates and charges. It is the responsibility of the customer to inform Council of any changes to the direct debit amount.

Start date:

Amount \$:

3. Bank Account Details:

Name of Financial Institution:

Bank Account Name:

BSB Number:

Account Number:

Account Holder Signature:

4. Authorisation & Acknowledgement

Any debit which is dishonoured will be reversed from the account and a dishonour fee \$45 will be charged to the account.

I/We authorise the following:

1. North Sydney Council (APCA User ID Number: 012994) to arrange for funds to be debited from my/our account at the financial institution identified above and as prescribed through the Bulk Electronic Clearing System (BECS). This authorisation is to remain in force until further notice is received in writing.

I/We understand and acknowledge that:



1. The Financial Institution may, in its absolute discretion, determine the order of priority payment of by it of any moneys pursuant to this Request or any authority or mandate.
2. The Financial Institution may, in its absolute discretion, at any time by notice in writing to me/us, terminate this Request as to future debits.
3. It is the responsibility of the customer to advise Council vary the amount or frequency of future debits
4. It is the responsibility of the customer to ensure that the nominated account can accept Direct Debits.
5. It is the responsibility of the customer to ensure that CLEAR funds are available in the account on any due date.
6. I/We will advise The North Sydney Council if I wish to cancel this direct debit agreement or on sale or transfer of the property from my ownership and will not hold The North Sydney Council responsible for any action arising from not doing so.
7. Overpayments for Rates: I acknowledge that overpayments resulting a refund will be charged a processing fee as per Council's fees and charges.

As the applicant, I agree to all conditions and to pay the relevant fees.

Signed:

Date:

5. Privacy Statement:

North Sydney Council is collecting your personal information for the purposes of processing an application or submission. The supply of personal information is entirely voluntary. If you elect not to provide or do not wish to provide your personal information, Council may not be able to process your application or act on or acknowledge your submission. North Sydney Council shall be regarded as the agency that holds your personal information and access to your personal information by interested parties, may be released in line with Council policies. North Sydney Council may publish any personal information included in a submission on a proposal or proposed development. You have a right to access your personal information held by Council. You also have a right to have your personal information corrected or amended by Council. Applications by members of the public to view Council's records which are not in the public arena are subject to the provisions of Privacy and Personal Information Protection Act 1998, Government Information (Public Access) Act 2009 and North Sydney Council's Privacy Management Plan.

I have read and understand the Privacy Statement

Signed:

Date:

6. Direct Debit Request Service Agreement (DDRSA)

1 By agreeing to a Direct Debit request by the method presented, you authorise North Sydney Council to arrange for funds to be debited from your nominated Account in accordance with the Agreement. Billing advices will be issued in accordance with the Agreement.

2 We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least 30 days written notice

3 For all matters relating to the Direct Debit Request, including cancellation, alteration or suspension of drawing arrangements or to stop or defer a payment, or to investigate or dispute a previous payment, you should contact Council by emailing council@northsydney.nsw.gov.au.

If our investigations show that your Account has been incorrectly debited, we will arrange for the 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, following our investigations, we believe on reasonable grounds that your Account has been correctly debited, we will respond to your query by providing you with reasons and copies of any evidence for this finding.

If we cannot resolve the matter, you can still refer it to your Financial Institution, which will obtain details from you of the disputed payment and may lodge a claim on your behalf.



4 You should be aware that:

- (a) direct debiting through the Bulk Electronic Clearing System (BECS) is not available on all accounts; and
- (b) You should check your Account details (including the Bank State Branch (BSB) number) directly against a recent statement from your Financial Institution.

If you are in any doubt, please check with your Financial Institution before completing the drawing authority.

5 It is your responsibility to ensure that:

- (a) sufficient cleared funds are in the Account when the payments are to be drawn;
- (b) the authorisation to debit the Account is in the same name as the Account signing instruction held by the Financial Institution where the Account is held;
- (c) suitable arrangements are made if the direct debit is cancelled:
 - by yourself;
 - by your Financial Institution; or
 - For any other reason.

6 If the due date for payment falls on a day other than a Banking Business Day, the payment will be processed on the next Banking Business Day. If you are uncertain when the payment will be debited from your Account, please check with your Financial Institution.

7 For returned unpaid transactions, the following procedures or policies will apply:

- (a) we treat the payment as if it was never made, or
- (b) we will reattempt to direct debit your account in accordance with the agreement
- (c) services may be suspended until the outstanding charges are paid; and/or
- (d) A fee may be applied for drawings that are returned unpaid. We reserve the right to cancel the Direct Debit Request at any time if drawings are returned unpaid by your Financial Institution.

8 All Customer records and Account details will be kept private and confidential to be disclosed only at your request or at the request of the Financial Institution in connection with a claim made to correct/investigate an alleged incorrect or wrongful debit or otherwise as required by law.

9 If any provision of this DDRSA is found to be illegal, void or unenforceable for unfairness or any other reason (for example, if a court or other tribunal or authority declares it so), the remaining provisions of this DDRSA will continue to apply to the extent possible as if the void or unenforceable provision had never existed.

10 If you wish to notify us in writing about anything in this agreement you should write to: council@northsydney.nsw.gov.au
We may send notices either electronically to your email address or by ordinary post to the address you have given us.
If sent by mail, communications are taken to be received on the day they would be received in the ordinary course of post.

Definitions

Unless otherwise defined, a term defined in the Agreement has the same meaning when used in this DDRSA and:

Account means the account nominated in the Direct Debit Request, held at your Financial Institution from which we are authorised to arrange for funds to be debited;

Agreement means the Terms and Conditions (including BPAY), including the Schedules to those Terms and Conditions, as amended from time to time;

Direct Debit Request means the Direct Debit Request between us and you as amended from time to time;

Financial Institution is the financial institution where you hold the account nominated in your Direct Debit Request as the account from which we are authorised to arrange for funds to be debited;

We means North Sydney Council; and

You mean the Customer/s who signed the Direct Debit Request.