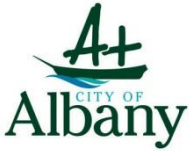


DIRECT DEBIT REQUEST FORM

| | | | |
|--|--|--|---|
| Customers' Authority | Name of Customer(s) giving the DDR <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | | |
| Authorise and requests you | Name of Debit User City of Albany | APCA User ID Number 207573 | |
| | to arrange for funds to be debited from my/our account at the financial institution identified below and as prescribed below through the Bulk Electronic Clearing System (BECS). | | |
| Payment Details | The payment is for <div style="border: 1px solid black; padding: 2px; text-align: center;">CITY OF ALBANY COUNCIL RATES PAYMENT</div> | | |
| | Assessment Number <div style="border: 1px solid black; width: 100px; height: 20px;"></div> | Password (Optional) | <div style="border: 1px solid black; width: 100px; height: 20px;"></div> |
| | Property Address <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | | |
| Details of the account to be debited | Name of the Financial Institution <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | | |
| (All details must be supplied) | Full Account Name <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | | |
| | BSB Number | Account number | |
| | <div style="border: 1px solid black; width: 50px; height: 20px;"></div> - <div style="border: 1px solid black; width: 50px; height: 20px;"></div> | <div style="border: 1px solid black; width: 250px; height: 20px;"></div> | |
| <input checked="" type="checkbox"/> | I/We request that you debit my/our account in accordance with our Agreement and subject to one or more of the following conditions: | | |
| | Amount to be debited | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | |
| | Frequency (select from dropdown list) | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | |
| | First payment date | <div style="border: 1px solid black; width: 100px; height: 20px;"></div> | All payment dates must fall on a Friday |
| | Final payment date | <div style="border: 1px solid black; width: 100px; height: 20px;"></div> | Monthly payments will be debited on the 1st Friday of each month unless advised otherwise |
| This authorisation is to remain in force in accordance with the terms described in the Direct Debit Request Service Agreement (which has been read and understood by me). | | | |
| I acknowledge that interest will accrue on any balance outstanding past the due date as specified on the rate notice (excluding registered pensioners and seniors) and that a set-up fee may be charged as per the annual budget. | | | |
| I/We authorise the Debit User to verify the details of the account with my/our Financial Institution and authorise my/our Financial Institution to release information allowing the City of Albany to verify the account details. | | | |
| | Signature | <div style="border: 1px solid black; width: 150px; height: 20px;"></div> | Date <div style="border: 1px solid black; width: 50px; height: 20px;"></div> |
| | Signature | <div style="border: 1px solid black; width: 150px; height: 20px;"></div> | Date <div style="border: 1px solid black; width: 50px; height: 20px;"></div> |
| | Phone & Email <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | | |

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City of Albany
102 North Road ALBANY WA 6330
PO Box 484 ALBANY WA 6331
Ph: (08) 6820 3000 Fax: (08) 9841 4099

Direct Debit Request Service Agreement

This is your Direct Debit Service Agreement with City of Albany, APCA User ID 207573, ABN 94 717 875 167. 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.

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| Definitions | <p>account means the account held at <i>your financial institution</i> from which we are authorised to arrange for funds to be debited.</p> <p>agreement means this Direct Debit Request Service Agreement between <i>you</i> and <i>us</i>.</p> <p>banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.</p> <p>debit day means the day that payment by <i>you</i> to <i>us</i> is due.</p> <p>debit payment means a particular transaction where a debit is made.</p> <p>direct debit request means the Direct Debit Request between <i>us</i> and <i>you</i>.</p> <p>us or we means, City of Albany, (the Debit User) <i>you</i> have authorised by requesting a <i>Direct Debit Request</i>.</p> <p>you means the customer who has signed or authorised by other means the <i>Direct Debit Request</i>.</p> <p>your financial institution means the financial institution nominated by <i>you</i> on the DDR at which the <i>account</i> is maintained.</p> |
| 1. Debiting your account | <p>1.1 By signing a <i>Direct Debit Request</i> or by providing <i>us</i> with a valid instruction, <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 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>or</p> <p>We 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>, 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 you should ask <i>your financial institution</i>.</p> |
| 2. Amendments by us | <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.</p> |
| 3. Amendments by you | <p>3.1 You may change*, stop or defer a debit payment, or terminate (cancel) this agreement at any time by providing us with at least fourteen (14) days notification by writing to:</p> <p>City of Albany, PO Box 484, ALBANY WA 6331 or via email rates@albany.wa.gov.au</p> <p>or</p> <p>by telephoning us on (08) 6820 3100 during business hours;</p> <p>or</p> <p>arranging it through your own financial institution, which is required to act promptly on your instructions.</p> <p>*Note: in relation to the above reference to 'change', your financial institution may change your debit payment only to the extent of advising us City of Albany of your new account details.</p> |

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| <p>4. Your obligations</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"> a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>; b) <i>you</i> may also incur fees or charges imposed or incurred by <i>us</i>, as shown in the current Schedule of Fees and Charges; and 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>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>4.4 Interest will accrue under a Direct Debit payment plan on any balance outstanding past the original due date as specified on your rates notice (eligible pensioners and seniors are exempt from any interest charges.)</p> <p>4.5 Interest may accrue on other non-rate notice invoices, subject to our standard terms and conditions.</p> |
| <p>5. Disputes</p> | <p>5.1 If <i>you</i> believe there has been an error in debiting <i>your account</i>, <i>you</i> should notify <i>us</i> directly on (08) 6820 3100 and confirm that notice in writing with <i>us</i> as soon as possible so that <i>we</i> can resolve your query more quickly. Alternatively <i>you</i> can take it up directly with your financial institution.</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 <i>you</i> 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>6. Accounts</p> | <p><i>You</i> should check:</p> <ul style="list-style-type: none"> a) with <i>your financial institution</i> whether direct debiting is available from <i>your account</i> as direct debiting is not available through BECS on all accounts offered by financial institutions. b) <i>your</i> account details which <i>you</i> have provided to <i>us</i> are correct by checking them against a recent <i>account</i> statement; and 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>7. Confidentiality</p> | <p>7.1 <i>We</i> will keep any information (including <i>your account</i> details) in <i>your Direct Debit Request</i> confidential. <i>We</i> will make reasonable efforts to keep any such information that <i>we</i> 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 unauthorised use, modification, reproduction or disclosure of that information.</p> <p>7.2 <i>We</i> will only disclose information that <i>we</i> have about <i>you</i>:</p> <ul style="list-style-type: none"> a) to the extent specifically required by law; or b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim). |
| <p>8. Notice</p> | <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: City of Albany, PO Box 484, ALBANY WA 6331 or via email rates@albany.wa.gov.au</p> <p>8.2 <i>We</i> may send notices either electronically to your email address or by ordinary post to the address <i>you</i> have given <i>us</i>.</p> <p>8.3 Any notice will be deemed to have been received on the third <i>banking day</i> after emailing or posting.</p> |