

Direct Debit Request Application Form



MORNINGTON
PENINSULA
Shire

Request and Authority to Debit Rates	
Property Number	
Property Address	
Authoriser	
Surname or Company Name	
Given Name(s) or ACN/ABN	
Owner or Occupier (check one)	<input type="checkbox"/> Owner <input type="checkbox"/> Occupier
Bank Details	
Financial Institution Name	
Bank Account Name	
BSB	
Account Number	
Direct Debit Instalments (check one)	<input type="checkbox"/> 9 monthly payments starting from 15 September <input type="checkbox"/> 4 quarterly payments in accordance with Rates Notice
<p>Request and authorise Mornington Peninsula Shire Council (User ID#662816) to arrange, through its own financial institution, a debit to your nominated account any amount Mornington Peninsula Shire Council has deemed payable by <i>you</i>.</p> <p>This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from <i>your</i> account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.</p>	

Account Signatures

<input type="text"/>	<input type="text"/>
Signature	Signature
<input type="text"/>	<input type="text"/>
Name of signatory	Name of signatory
<input type="text"/>	<input type="text"/>

The information You provide is being collected by the Mornington Peninsula Shire (ABN 53 159 890 143) in accordance with its Privacy Policy, the *Privacy and Data Protection Act 2014* and the *Health Records Act 2001*. The Shire is collecting this information for the purpose of your Direct Debit Request. The information will be used by the Shire for this purpose and it may be used for a related secondary purpose, such as that outlined below that could reasonably be expected. You may access information you have provided to the Shire at any time and make corrections if you believe that information is incorrect. The Shire's privacy policy can be viewed [here](#).

Direct Debit Request Application Form

Direct Debit Request Service Agreement

1. Debiting Your account

- 1.1. By signing the direct debit request, You have authorised Council to arrange for funds to be debited from Your Account.
- 1.2. Council will arrange for Your financial institute to debit Your account in accordance with Your instructions given to us in the Direct Debit Request.
- 1.3. If a debit payment is due on a day which is not a business day, then the debit payment will be made on the next business day. If You are uncertain as to when a debit payment will be processed, You should contact Your financial institution for assistance.
- 1.4. The Direct Debit will remain in place until You choose to cease the arrangement.

2. Changes by Council

- 2.1. Council may vary any details of this Agreement or the Direct Debit Request at any time (including cancelling it). Council will give You notice in writing of any such change at least thirty (30) days before the change takes effect.

3. Changes by You

- 3.1. You may request to stop a debit payment or alter or cancel the direct debit request at any time by way of notice in writing to Council.

4. Your Obligations

- 4.1. It is Your responsibility to ensure that there are sufficient clear funds available in Your Account to allow a debit payment to be made in accordance with the Direct Debit Request
- 4.2. If there are insufficient clear funds in Your Account to meet a debit payment:
 - 4.2.1. You may be charged a fee and/or interest by Your financial institution;
 - 4.2.2. You may also incur fees or charges imposed or incurred by Council; and
 - 4.2.3. You must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in Your Account by an agreed time so that Council can process the debit payment.
- 4.3. You should check Your Account statement to verify that the amounts debited from Your Account are correct.

5. Accounts

- 5.1. You should ensure:
 - 5.1.1. Your financial institution allows direct debiting from Your account, as direct debiting is not available on all accounts offered by financial institutions;
 - 5.1.2. Your account details provided to us are correct by checking them against a recent account statement; and
 - 5.1.3. You check with Your financial institution if You are uncertain about either of the above matters before completing the direct debit request

6. Disputes

- 6.1. If You believe that there has been an error in debiting Your account, You should notify Council immediately.
- 6.2. Council will investigate and deal promptly and in good faith with any such query, claim or complaint.
- 6.3. If Council concludes as a result of its investigations that Your account has been incorrectly debited, Council will adjust Your account (including interest and charges) accordingly by directly crediting Your account. Council will also notify You of the adjustment in writing.
- 6.4. If Council concludes as a result of its investigations that Your account has not been incorrectly debited, Council will respond to Your query by providing You with reasons and any evidence for its finding.
- 6.5. Any queries You may have about an error made in debiting Your account should be directed to Council in the first instance so that Council can attempt to resolve the matter. If Council cannot resolve the matter You may refer it to Your financial institution which will obtain details from You of the disputed transaction and may lodge a claim on Your behalf.

7. Confidentiality

- 7.1. Council will keep any information (including Your account details) in Your direct debit request confidential. Council will make reasonable efforts to keep any such information that Council 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.
- 7.2. Council will only disclose information that Council have about You:
 - 7.2.1. to the extent specifically required or authorised by law; or
 - 7.2.2. for the purposes of this agreement (including disclosing information in connection with any query or claim); or
 - 7.2.3. with Your implied or express consent.

8. Definitions

Account means the account nominated in the Direct Debit Request, held at Your financial institution from which Council are authorised to arrange for funds to be debited, being a Cheque or Savings Account only;

Agreement means the Direct Debit Request Terms and Conditions between Council and You, as amended from time to time;

Direct Debit Request means the Direct Debit Request between Council and You, as amended from time to time;

Council means Mornington Peninsula Shire Council; and **You/Your** means the Customer who Authorised the Direct Debit Request.