

Direct Debit Request – T&C

Angelo Anestis Aquatic Centre

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BAYSIDE COUNCIL DIRECT DEBIT REQUEST (DDR) SERVICE AGREEMENT

This Agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement involving Bayside Council. It also details what our obligations are to you and forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR Authorisation Form.

INITIAL TERMS

I/We authorise Bayside Council to make periodic debits on behalf of the "Business" as indicated on DDR Authorisation Form (herein referred to as the Business).

I/We acknowledge that if specified by the Business, in addition to the agreed periodic debits set out in the DDR Authorisation Form, administration/setup, variation, reversal, dishonour, or processing fees may also apply and be debited under the DDR as instructed by the Business.

RELATIONSHIP

I/We acknowledge that Bayside Council is acting as an agent of the Business and that Bayside Council does not provide any goods or services, and has no express or implied liability in relation to the goods and services provided by the Business or the terms and conditions of any agreement with the Business.

CLEARED FUNDS

I/We acknowledge that it is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by, and at all times on, the due date of the payment ("Day to Debit") to enable the direct debit to be honoured on the Day to Debit. I/We acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available when the debit is attempted, I/we agree that I/we will be responsible for any fees and charges that may be charged by my/our Financial Institution.

VARIATIONS TO DEBIT TERMS

I/We authorise the Business to vary the amount of the payments from time to time as provided for within the agreement with the Business. I/We authorise Bayside Council to vary the amount of the payments upon instructions from the Business. I/We do not require Bayside Council to notify me/us of such variations to the debit amount.

I/We acknowledge that variations to the debit arrangement will be directed to the Business.

I/We acknowledge that Bayside Council is to provide 14 days' notice if proposing to vary the terms of the debit arrangements otherwise than in accordance with an agreed payment schedule.

I/We acknowledge that my/our requests to vary, defer or stop the debit arrangement will be directed to the Business.

CANCELLING THESE DEBIT TERMS

I/We understand that I/we are able to cancel this DDR by requesting this of the Business or the Financial Institution, and I/we acknowledge that cancellation of the authority to debit my/our account will not terminate my/our agreement with the Business or remove my/our liability to make the payments I/we have agreed to.

DISHONoured PAYMENTS

I/We acknowledge that:

- If a debit is returned by my/our Financial Institution as unpaid, I/we will be responsible for any fees and charges for each unsuccessful debit in addition to any Financial Institution charges and collection fees, including and not limited to any fees of solicitors and collection agents appointed by Bayside Council; and
- Bayside Council may attempt to re-process any unsuccessful payments as advised by the Business and/or add such unsuccessful payment to any future payments.

ACCURACY OF INFORMATION

I/We acknowledge that it is my/our responsibility to ensure that the details entered on the DDR Authorisation Form are correct and that Bayside Council is not liable to the extent that any such details are wrong and this causes a required payment to be missed. In addition, where I/we are paying the required payments by credit card and have entered the details of the credit card on the DDR Authorisation Form, I/we agree that Bayside Council may continue to debit from a credit card in accordance with the terms of this Agreement to the extent that the credit card has expired, and that it is wholly my/our responsibility to provide details of a replacement credit card to Bayside Council via the Business.

DISPUTES

I/We acknowledge that any disputed debit payments will be directed to the Business. If no resolution is forthcoming, I/we understand that I/we are to contact the Financial Institution.

OTHER AUTHORISATIONS

I/We authorise:

- The Debit User to verify details of my/our account with my/our Financial Institution; and
- The Financial Institution to release information allowing the Debit User to verify my/our account details.

INFORMATION SECURITY

Bayside Council agrees that it will make reasonable efforts to keep any of your information contained in the DDR (including account details) and any other information that we have about you confidential and secure, and will 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.

Bayside Council will only disclose information that we have about you:

- To the extent specifically required by law; or
- For the purposes of this Agreement (including disclosing information in connection with any query or claim).

Signature: _____

Date: _____