

# DIRECT DEBIT REQUEST SERVICE AGREEMENT

Holdfast Bay is taking the stress out of rates payment with Direct Debit

## DIRECT DEBIT

**Pushed for time?  
Forgotten the date of your next rate payment?**

The City of Holdfast Bay takes the stress out of the payment cycle with Direct Debit. Never miss a due date again with quarterly deductions from your savings or cheque account.

**Please note this facility is not available for credit cards.  
Please read the brochure and complete the application form.**

Post original application forms to the City of Holdfast Bay, Rates Department, PO Box 19, Brighton SA 5048 or email [mail@holdfast.sa.gov.au](mailto:mail@holdfast.sa.gov.au)

## DIRECT DEBIT REQUEST SERVICE AGREEMENT

A Direct Debit application form allows the City of Holdfast Bay (User ID No. 401791) to directly debit your financial institution for payment of your Council rates from a savings or cheque account. **This facility is not available for credit cards.** This payment option is for quarterly deductions only.

## DEDUCTIONS

Please complete an **original** Direct Debit application form for each property (nominating which quarter you wish deductions to commence for quarterly payments).

The quarterly deduction will be the installment amount specified on your rate notice. We will automatically deduct the amount owing on the **due date (ie due date 3/9/18, payment(s) will be deducted on 3/9/18).**

We will continue to deduct the newly calculated amount each year until you notify us in writing.

Please ensure you provide **signed original application forms**, either by email or post.

Brighton Civic Centre  
24 Jetty Road, Brighton SA 5048  
PO Box 19 Brighton SA 5049  
P 08 8229 9999  
F 08 8298 4561  
E [mail@holdfast.sa.gov.au](mailto:mail@holdfast.sa.gov.au)  
Office hours: 8.30am-5pm  
Monday to Friday

## FREQUENTLY ASKED QUESTIONS

**How does direct debit work?**

You give Council authority to deduct your due Council rates payments from a savings or cheque account from your financial institution annually or quarterly. **This facility is not available for credit cards.**

**Will my bank account details be kept confidential?**

Yes. We will maintain strict control over the information you provide us. We will only act on your written instructions, or those of your authorised representative.

**What if I change my mind?**

If you change your mind about the direct debit payment method, simply notify us in writing at least fourteen (14) days prior to the next debit day to process your application in time. Written notification via post to City of Holdfast Bay, Rates Department, PO Box 19, Brighton SA 5048, via fax 08 8298 4561 or via email [mail@holdfast.sa.gov.au](mailto:mail@holdfast.sa.gov.au) subject to 2.7 and 6.7 of this agreement.

**Will I still receive my City of Holdfast Bay rates notice(s) in the mail?**

Yes. You will receive an annual rate notice and quarterly rate notices.

**What happens if I developed my property?**

If you have sub-divided your property please contact the rates department on 8229 9999 to determine if a new application is required.

**How will I know the quarterly deduction amount?**

The quarterly deduction will be the amount specified on your rates notice. The only time this will be different is if you have made a payment yourself using another method ie: B-Pay or you have received a rebate after the notice was generated.

**Can I organise a Direct Debit to pay my Overdue Rates?**

No. All overdue rates must be paid in full before a Direct Debit arrangement will be entered into.

**Will my deductions be adjusted if there are any changes to the rates levied on my property ie: objections or rebates?**

Yes. Council will continue to deduct the regular debit amount until formal notification is received from the relevant government departments eg State Valuation Office. You will receive a revised account of your newly adjusted rates.

# DIRECT DEBIT REQUEST SERVICE AGREEMENT

## 1. DEBITING YOUR ACCOUNT

1.1 By signing a Direct Debit application form, you have authorised the City of Holdfast Bay to arrange for funds to be debited from your bank account. Please refer to the Direct Debit application form and this agreement between you and the City of Holdfast Bay.

1.2 We will only arrange for funds to be debited from your bank account as authorised in the Direct Debit application form.

1.3 You are required to complete a separate Direct Debit application form for each property that you would like to pay by Direct Debit. 1.4 If there are any changes to the rates levied on your property, we will continue to deduct the regular amount until formal notification is received from the relevant government departments, eg State Valuation Office. You will receive a revised account of your newly calculated rates.

## 2. CHANGES BY THE CITY OF HOLDFAST BAY

2.1 We may vary any details on this agreement or a Direct Debit application at any time by giving you at least fourteen (14) days written notice.

2.2 We reserve the right to cancel your Direct Debit application at any time and you will need to arrange an alternative payment method for your rates.

## BY YOU

2.3 Subject to 2.4 and 2.5, you may change the arrangements under a Direct Debit application form.

2.4 If you wish to alter, stop or defer a direct debit payment you must notify us in writing fourteen (14) days before the next debit day. This notice should be given to us in the first instance by post, email or fax with a signature.

2.5 You may also cancel your authority for us to debit your bank account at any time by giving us fourteen (14) days notice in writing before the next debit day. This notice should be given to us in the first instance by post, email or fax with signature.

2.6 If the bank account is closed or the bank account details provided change, please notify us fourteen (14) days before the next debit day. This notice should be given to us in the first instance by post, email or fax with a signature.

2.7 For security reasons email authorisation for updates to details will only be accepted when supplemented or supported by proof of identification eg drivers licence or passport.

## 3. YOUR OBLIGATIONS

3.1 It is your responsibility to ensure there are sufficient clear funds available in your bank account to allow a direct debit payment to be made in accordance with the Direct Debit application form.

3.2 Once the Direct Debit Request Service Agreement is entered into by you, you may incur fees or charges that may arise if there are insufficient funds in your account. (i) you may be charged a fee and/or interest by your financial institution; (ii) you will also incur fees or charges imposed or incurred by us; You must arrange an alternative payment for any dishonoured or returned quarterly deductions. Failure to do so will mean fines and interest are applied. Please refer to your rate notice for alternative payment options. Two consecutive dishonoured or returned debits will result in your Direct Debit arrangement being cancelled.

3.3 You are responsible to check the reason for the dishonour with your financial institution, including notifying Council in writing of any correction to your details.

3.4 You should check your account statement to verify that the amounts debited from your bank account are correct.

## 4. DISPUTES

4.1 If you believe there has been an error in debiting your bank account, please notify us in writing as soon as possible so that we can resolve your query quickly. Please provide full details of what you believe is the problem and also provide a telephone number so that you can be contacted during business hours.

4.2 If we conclude as a result of our investigations that your bank account has been incorrectly debited, we will respond to your query by arranging for your financial institution to adjust your bank account (including any additional fees) accordingly. We will also notify you in writing of the amount by which your bank account has been adjusted.

4.3 If we conclude as a result of our investigations that your bank account has not been incorrectly debited, we will respond to your query by providing you with reasons and any evidence for this finding.

4.4 If you have any queries about an error made in debiting your bank account please contact us in the first instance so that we can attempt to resolve the matter. If we can not resolve the matter you can still refer it to your financial institution, which will obtain details from you regarding the disputed deduction and may lodge a claim on your behalf.

4.5 Should you sell your property, it is your responsibility to cancel the direct debit by giving us fourteen (14) days notice in writing before the next debit day.

4.6 You will advise us of the cancellation of this authority and will not hold us responsible for any action arising from you not doing so.

4.7 All rates debts must be paid in full before a Direct Debit arrangement will be entered into.

## 5. PLEASE CHECK

5.1 With your financial institution whether direct debiting through the Bulk Electronic Clearing System (BECS) is available from your bank account as direct debiting is not available on all accounts offered by financial institutions.

5.2 Your bank account details which you have provided to us are correct by checking them against a recent account statement.

5.3 You are the authorised signatory of the nominated account.

5.4 Your Direct Debit application form is signed in the same way as the bank account signing instruction held by your financial institution. If the bank account is held jointly, both parties must sign the Direct Debit application form.

## 6. CONFIDENTIALITY

6.1 We will keep any information (including your bank account details) in your Direct Debit application form confidential. We will make every effort to keep any information we have about you secure. We do not rent, sell or trade your information.

6.2 We will only disclose information that we have about you:

- (i) to the extent specifically required by law; or
- (ii) for the purposes of this agreement (including disclosing information in connection with any query or claim).

6.3 If you do not provide us with the necessary information required, we will be unable to arrange for the payment of your rates account.

6.4 If you wish to gain access to your personal information that we hold on our records, please notify us in writing.

6.5 We use your personal details to ensure that our records are correct and in order to provide you with the best possible service.

6.6 All changes to your details are requested in writing to maintain the security of confidential information that you have supplied to us. Therefore we will not accept verbal instructions.

6.7 For security reasons email authorisation for updates to details will only be accepted when supplemented or supported by proof of identification (eg drivers licence or passport).

## 7. NOTICE

7.1 If you wish to notify us in writing about anything relating to this agreement, you should write to City of Holdfast Bay, Rates Department, PO Box 19, Brighton SA 5048 or via fax 08 8298 4561 or email subject to 2.7 and 6.7 of this agreement mail@holdfast.sa.gov.au

7.2 We will confirm acceptance of your Direct Debit application in writing. These deductions will be ongoing and we will adjust the debit amount accordingly each financial year until you notify us in writing, allowing fourteen (14) days before the next debit day.

7.3 We will notify you by sending a notice in the ordinary post to the current postal address appearing against your account. This notice will state Payable by Direct Debit and will confirm your quarterly deduction amount.

7.4 We will notify you in writing of any returned or dishonoured deductions and any applicable fees or charges that will be raised against your rate account.

7.5 Any notice will be deemed to have been received on the fourth business day after posting.