



32-34 Georges Bay Esplanade
 St Helens Tas 7216
 PH (03) 6376 7900
 EM admin@bodc.tas.gov.au

**Rates Direct Debit Request
 Application Form**

PID

Property Address

Request and Authority to debit

Your Surname or company name

Your Given names or ABN/ARBN "you"

request and authorise **Break O'Day Council (APCA User ID 208201)** to arrange, a debit to your nominated account to pay for **rates and charges**.

This debit or charge will be arranged by **Break O'Day Council's** financial institution and made through the Bulk Electronic Clearing System (BECS) from your nominated account and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

Direct Debit Options

Please note that if you select one of the first three options and your rates are for the current financial year only, and are not in arrears, then no penalty or interest will be charged. This is conditional upon you meeting all payments as per this agreement.

Option 1.

I would like to pay my rates in full on the due date and receive the full discount amount.

The payment will be processed on the due date in full, less the discount amount as per your rates notice

Option 2.

I would like to pay my rates in four (4) instalments on the due dates as per the rates and charges notice.

Option 3.

I would like Council to calculate the amount payable based on weekly, fortnightly or monthly payments as indicated below.

Council will calculate the amount payable based on the date of this application and the amount owing, ensuring all monies will be paid by the end of the current financial year.

NOTE: If you select this option, your payment amount may be varied if there are any changes to your property rates during the year. Council will advise you in writing if this is to occur.

Payment starts date: / /

Please lodge this form fourteen (14) days prior to the start date

Select one period: Weekly Fortnightly Monthly

Option 4.

I would like to choose the payment amount and schedule for my direct debit.

NOTE: if you choose this option and you do not ensure payment in full by the end of the current financial year, penalties and interest may apply without notice

Payment starts date: / /

Please lodge this form fourteen (14) days prior to the start date

Select one period: Weekly Fortnightly Monthly

Payment Amount: \$..... Important

Information:

1. Please ensure you have sufficient funds in your account so payments can be processed. Any fees incurred by Council due to a dishonoured payment will be added to your account along with any penalties or interest that may have been incurred.
2. If, for any reason you are unable to make a payment, please contact Council as soon as possible so that alternative arrangements can be discussed.
3. After two (2) consecutive dishonoured payments your agreement with Council will be terminated, unless you have previously made contact giving a reason for the dishonour and have made confirmed arrangements to make alternative payments

Your account to be debited	Name/s on account <input type="text"/> Financial institution name <input type="text"/> BSB number (Must be 6 digits) <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> Account number <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Your contact details	Address: <input type="text"/> Email: <input type="text"/> Phone: <input type="text"/> The best way for us to write to you is by using the above email <input type="checkbox"/> or <input type="checkbox"/> address.
Confirmation	By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have confirmed that: <ul style="list-style-type: none"> • you are authorised to operate on the nominated account; and • you have understood and agreed to the terms and conditions set out in this Request and in your Direct Debit Request Service Agreement.
Your Signature	<u>Signed in accordance with the account authority on your account:</u> Signature: <input type="text"/> Date: <input type="text"/> Contact details: As Above
Second account signatory (if required)	<u>Signed in accordance with the account authority on your account:</u> Signature: <input type="text"/> Name: <input type="text"/> Date: <input type="text"/> Contact details: Address: <input type="text"/> Email: <input type="text"/> Phone: <input type="text"/>

Signing for a company

You must be authorised to sign on behalf of the company AND you must have authority to operate the Company's bank account.

Signature of duly authorised officer:

Position held:

Name:

Address:

Email address For notices:

Phone:

Date:

Signature company signatory (if required)

Signature of duly authorised officer:

Position held:

Name:

Email:

Date:

Privacy Statement:

The personal information requested on this form is being collected by Council for direct debit facility purposes. The personal information will be used solely by Council for that primary purpose. Council may disclose the information to authorised officers of Break O' Day Council or data service providers engaged by Council.

If you cannot provide or do not wish to provide the information sought, Break O' Day Council will be unable to process your request.

You may make application for access or amendment to information held by Council. Enquiries concerning the matter can be addressed to the Rates Officer, Break O' Day Council, 32-34 Georges Bay Esplanade, St Helens, Tas, 7216 or via email to admin@bodc.tas.gov.au

Direct Debit Request Service Agreement Terms & Conditions

This is your Direct Debit Service Agreement with **Break O’Day Council (APCA User ID 208201)** (the Debit User). 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.

Definitions	<p>account means the account held at <i>your financial institution</i> from which <i>we</i> 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 written, verbal or online request between <i>us</i> and <i>you</i> to debit funds from your account.</p> <p>us or we mean Break O’Day Council, (the Debit User) <i>you</i> have authorised by requesting a <i>Direct Debit Request</i>.</p> <p>you mean the customer who has authorised the <i>Direct Debit Request</i>.</p> <p>your financial institution means the financial institution at which you hold the <i>account</i> you have authorised us to debit.</p>
1. Debiting your account	<p>1.1 By submitting a <i>Direct Debit Request</i>, <i>you</i> have authorised <i>us</i> to arrange for funds to be debited from <i>your account</i>. The <i>Direct Debit Request</i> and this <i>agreement</i> set out the arrangement between <i>us</i> and <i>you</i>.</p> <p>1.2 <i>We</i> will only arrange for funds to be debited from <i>your account</i> as authorised in the <i>Direct Debit Request</i>.</p> <p style="text-align: center;">or</p> <p><i>We</i> 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>, <i>we</i> 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 <i>We</i> 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 30 (thirty) days written notice sent to the preferred email or address you have given us in the <i>Direct Debit Request</i>.</p>
3. How to cancel or change direct debits	<p>3.1 You can:</p> <ul style="list-style-type: none">a) Cancel or suspend the Direct Debit Request; orb) change, stop or defer an individual payment, or at any time by giving us at least 14 days’ notice. <p>To do so, contact us at</p> <p><u>admin@bodc.tas.gov.au</u></p> <p>and</p> <p>As your direct debit is set up directly with Council you should also contact Council’s Rates Officer to discuss the payment arrangement you have in place.</p>

<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> will be charged a fee and/or interest by <i>your financial institution</i>. b) <i>we will charge you reasonable costs</i> incurred by <i>us on account of there being insufficient funds</i>; and c) <i>you</i> should 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> or elect to have your rates payments re-calculated and select a new start date to ensure they are paid in time.. <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 After two (2) consecutive dishonoured payments your agreement with Council will be terminated, unless you have previously made contact giving a reason for the dishonour and have made confirmed arrangements to make alternative payments.</p>
<p>5. Dispute</p>	<p>5.1 If you believe there has been an error in debiting <i>your account</i>, <i>you</i> should notify us directly on admin@bodc.tas.gov.au or by phone (03) 6376 7900. Alternatively, you can contact your financial institution for assistance.</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 within a reasonable period for <i>your financial institution</i> to adjust <i>your</i> account (including interest and charges) accordingly. <i>We</i> will also notify you 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. Contacting each other</p>	<p>8.1 If <i>you</i> wish to notify <i>us</i> in writing about anything relating to this <i>agreement</i>, you should write to:</p> <p style="text-align: center;">Break O’Day Council, 32-34 Georges Bay Esplanade, St Helens Tas 7216</p> <p style="text-align: center;">Or</p> <p style="text-align: center;">Email: admin@bodc.tas.gov.au</p> <p>8.2 <i>We</i> will notify <i>you</i> by sending a notice to the preferred address or email <i>you</i> have given us in the <i>Direct Debit Request</i>.</p>