

Direct Debit Request



Fingal Bay
Holiday Park

Fingal Bay Holiday Park
Marine Drive,
Fingal Bay NSW 2315
fingalbay@beachsideholidays.com.au

FRECALL 1800 600 203
FAX 02 4984 2227



Halifax
Holiday Park

Halifax Holiday Park
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Shoal Bay
Holiday Park

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Port Stephens
C·O·U·N·C·I·L
... a community partnership

Direct Debit Request Service Agreement

Port Stephens Council
ABN 16 744 377 876

The following is your Direct Debit Service Agreement with Port Stephens Council ABN 16 744 377 876. The agreement is designed to explain 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.

We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit (DDR) and should be read in conjunction with your DDR form.

DEFINITIONS

'*account*' means the account held at your financial institution from which we are authorised to arrange funds to be debited.

'*agreement*' means this Direct Debit Request Service Agreement between *you* and *us*.

'*banking day*' means a day other than a Saturday or a Sunday or a Public Holiday listed throughout Australia.

'*debit day*' means the day that payment by *you* to *us* is due.

'*debit payment*' means a particular transaction where a debit is made.

'*Direct Debit Request*' means the Direct Debit Request between *us* and *you*.

'*us*' or '*we*' means Port Stephens Council (the Debit User) *you* have authorised by signing a Direct Debit Request.

'*you*' means the customer who has signed or authorised by other means the *Direct Debit Request*.

'*your financial institution*' means the financial institution nominated by *you* on the DDR at which the *account* is maintained.

1. DEBITING YOUR ACCOUNT

- 1.1 By signing a *Direct Debit Request* or by providing us with a valid instruction, *you* have authorised *us* to arrange for funds to be debited from *your account*. You should refer to the *Direct Debit Request* and this agreement for the terms of the arrangement between *us* and *you*.
- 1.2 We will only arrange for funds to be debited from *your account* as authorised in the *DDR*.
- 1.3 If the *debit day* falls on a day that is not a *banking day*, we may direct *your financial institution* to debit *your account* on the following *banking day*. If you are unsure about which day *your account* has been or will be debited *you* should ask *your financial institution*.

2. AMENDMENTS BY US

- 2.1 We may vary details of this *agreement* or a *DDR* at any time by giving *you* at least fourteen (14) days written notice.

3. AMENDMENTS BY YOU

- 3.1 *You* may change, stop or defer a debit payment, or terminate this agreement by providing *us* with at least fourteen (14) days notification by writing to Port Stephens Council – PO Box 42 Raymond Terrace NSW 2324.

4. YOUR OBLIGATIONS

- 4.1 It is *your* responsibility to ensure that there are sufficient cleared funds available in *your account* to allow a *debit payment* to be made in accordance with the *DDR*.
- 4.2 If there are insufficient cleared funds in *your account* to meet a *debit payment*.
 - (a) *you* may be charged a fee and/or interest by *your financial institution*;
 - (b) *you* may also incur fees or charges imposed or incurred by *us*; and
 - (c) *you* must arrange for the *debit payment* to be made by another method or arrange for sufficient funds to be in *your account* by an agreed time so that we can process the *debit payment*.
- 4.3 *You* should check *your account* statement to verify that the amounts debited from *your account* are correct.
- 4.4 If **Port Stephens Council** is liable to pay goods and services tax ("GST") on a supply made in connection with this *agreement*, then *you* agree to pay **Port Stephens Council** on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

Customer Copy
Office Copy

Direct Debit Request Service Agreement Continued

5. DESPUTE

- 5.1 If *you* believe that there has been an error in debiting *your account*, *you* should notify *your* Holiday Park and confirm that notice in writing with us as soon as possible so that we can resolve *your* query more quickly. Alternatively *you* can take it up with *your financial institution* direct.
- 5.2 If *we* conclude as a result of *our* investigations that *your account* has been incorrectly debited *we* will respond to *your* query by arranging for *your financial institution* to adjust *your account* (including interest and charges) accordingly. *We* will also notify *you* in writing of the amount by which *your account* has been adjusted.
- 5.3 If *we* conclude as a result of *our* investigations that *your account* has not been incorrectly debited *we* will respond to *your* query by provided *you* with reasons and any evidence for this finding in writing.

6. ACCOUNTS

You should check:

- (a) with *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available on all accounts offered by financial institutions.
- (b) your account details which *you* have provided to *us* are correct by checking them against a recent *account* statement; and
- (c) with *your financial institution* before completing the *Direct Debit Request* if you have any queries about how to complete the *Direct Debit Request*.

7. CONFIDENTIALITY

- 7.1 *We* will keep information (including *your account* details) in *your Direct Debit Request* confidential. *We* will make reasonable efforts to keep any such information that *we* 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 *We* will only disclose information *that we* have about *you*:
 - (a) to the extent specifically required by law; or
 - (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

8. NOTICE

- 8.1 If *you* wish to notify us in writing about anything relating to this *agreement*, *you* should write to:
Port Stephens Council – Business & Development Section PO Box 42 Raymond Terrace NSW 2324
- 8.2 *We* will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *Direct Debit Request*.
- 8.3 Any notice will be deemed to have been received on the third banking day after posting.