

INTENT

The intent of this policy is to establish a clear and precise policy regarding the debit of payments from ratepayer's accounts.

PURPOSE

Direct Debit Request are an arrangement made between us and the ratepayer, it is giving Council permission to periodically debit the nominated account for the agreed amount for payment of rates.

PROVISIONS

1. Drawing will occur on Council specified days. If any drawing falls due on a non-business day, it will be debited to your account on the next business day. Council will give you at least 14 days notice in writing when changes to the initial terms of the arrangement are made.
2. All personal customer information held by us will be kept confidential except the information provided to our financial institution to initiate the drawing to your nominated account, in the event of a claim or relating to an alleged incorrect or wrongful debt.
3. It is the ratepayer's responsibility to ensure that they have sufficient cleared funds in the nominated account at your financial institution on the due date of the Rate Account/s to permit payment in accordance with the Direct Debit Request.
4. If there are insufficient cleared funds, the bank will charge you a fee and dishonour your direct debit. Bank charges are charged in addition to penalties imposed by Council as detailed in 'Direct Debit Rejection'. Council will issue a letter advising the ratepayer of the dishonour and bank and administration fees charged.
5. If a direct debit is returned unpaid, Council will inform you in writing. The ratepayer will be required to pay the Rate account by another method and will need to supply a new Direct Debit Request if your account details have altered. In some instances, interest may accrue from the due date of the account. Administrative charges will also apply. Council may, by notice to you in writing, cancel your Direct debit Request should direct debits be repeatedly rejected by your financial institution.
6. To cancel or make changes to the drawing arrangements, must be in writing at least seven (7) working days prior to the next due date. This can be mailed, faxed or e-mailed or the appropriate application form can be completed.
7. If a property has been sold it is the ratepayer's responsibility to cancel their direct debit request.
8. If a direct debit is dishonoured for three consecutive occasions, then the Direct Debit Request will be automatically cancelled by Council with no further reference to the ratepayer. No further Direct Debit request will be entered by Council

LINKS TO APPLICATION FORMS AND DISHONOUR LETTER

[FORM - Direct Debit Request New](#)

[FORM - Direct Debit Amendment or Cancellation Request](#)

The forms and letters attached are a copy only.

PO Box 887,
 Innisfail Q 4860
 Phone: (07) 4030 2222
 Fax: (07) 4061 4258
 Email: johnstonesc@jsc.qld.gov.au



CONTINUOUS DIRECT DEBIT REQUEST

I/We request Johnstone Shire Council User I.D. 025-455 to arrange for funds to be debited from my/our nominated account at the financial institution shown below according to the schedule specified below.

| | |
|-------------------------------|-----------------------|
| Assessment Number | |
| Property Owner | |
| Property Address | _____ |
| | Post Code |
| Current Postal Address | _____ |
| | Post Code |
| Contact Phone Numbers | Home _____ Work _____ |

| | | | | | | | | | | | | |
|-------------------------------|-------------|--------------------------|----------------|--------------------------|--------------|--------------------------|-------|-------|-------|-------|----------------------|--|
| Bank & Branch Name | _____ | | | | | | | | | | | |
| Account Number | _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ | | |
| BSB No. | _____ | _____ | - | _____ | _____ | | | | | | | |
| Account Name | _____ | | | | | | | | | | | |
| Commencement Date | _____ | - | _____ | - | _____ | (See attached Calendar) | | | | | | |
| Please Debit | \$ | | | | | | | | | | (Whole Dollars Only) | |
| | Week | <input type="checkbox"/> | F/Night | <input type="checkbox"/> | Month | <input type="checkbox"/> | | | | | | |
| | | Fridays only | | Fridays only | | Last Friday of the month | | | | | | |

By signing below I/we certify that I/we have read and understood all of the terms and conditions attached to this agreement.

I/WE UNDERSTAND THAT ANY CHANGES I/WE REQUIRE TO BE MADE TO THE INSTRUCTIONS ON THIS APPLICATION ARE TO BE IN WRITING, SIGNED AND DATED

If debiting from a joint account, both signatures may be required.

 Account Holder/s Signature

Date _____

 Account Holder/s Signatures

Date _____

Please refer to Terms and Conditions as provided in the Service Agreement for additional information.

DIRECT DEBIT REQUEST SERVICE AGREEMENT

This document outlines our service commitment to you, in respect of the Direct Debit Request (DDR) arrangements made between Johnstone Shire Council, User I.D. 025-455 and you. It sets out your rights, our commitment to you and your responsibilities to us together with where you should go for assistance. Please retain this agreement for future reference.

OUR COMMITMENT TO YOU**Terms and conditions*****Initial terms of the arrangement***

In terms of the approved Direct Debit arrangement made between us and signed by you, we undertake to periodically debit your nominated account for the agreed amount for payment of rates.

All personal customer information held by us will be kept confidential except that information provided to our financial institution to initiate the drawing to your nominated account, in the event of a claim or relating to an alleged incorrect or wrongful debt.

Drawing Arrangements

Drawing will occur on Council specified days. If any drawing falls due on a non-business day, it will be debited to your account on the next business day. Council will give you at least 14 days notice in writing when changes to the initial terms of the arrangement are made.

Sufficient Cleared Funds

It is your responsibility to ensure that you have sufficient cleared funds in the nominated account at your financial institution on the due date of the Rate Account/s to permit payment in accordance with the Direct Debit Request. If you have insufficient cleared funds, your bank may charge you a fee and may dishonour your direct debit. Bank charges are in addition to penalties imposed by Council as detailed in 'Direct Debit Rejection'.

Direct Debit Rejection

If your direct debit is returned unpaid, Council will inform you in writing. You will then be required to pay the Rate account by another method and will need to supply a new Direct Debit Request if your account details have altered. In some instances, interest may accrue from the due date of the account. Administrative charges will also apply. Council may, by notice to you in writing, cancel your Direct debit Request should direct debits be repeatedly rejected by your financial institution.

YOUR RIGHTS***Enquiries***

Direct all enquiries to us, rather than to your financial institution on telephone (07) 40302222 or facsimile (07) 40614258. All communication should include your Rates Assessment number and be made at least 3 working days prior to next drawing date.

Cancellation or changes to the arrangement

If you want to cancel or make changes to the drawing arrangements, please advise in writing at least seven (7) working days prior to the next due date. This can be mailed, faxed or e-mailed.

Disputes

If you believe that a drawing has been initiated incorrectly, we encourage you to take the matter up directly with us by contacting Council on (07) 40302222 during business hours.

If you do not receive a satisfactory response from us to your dispute within 7 business days (for claims lodged within 12 months of the disputed drawing) or within 30 business days (for claims lodged more than 12 months after the disputed drawing) contact your financial institution who will respond to you with an answer to your claim.

You will receive a refund of the drawing amount if we cannot substantiate the reason of the drawing.

YOUR COMMITMENT TO US

It is your responsibility to ensure that:

- your nominated account can accept direct debits as it is not available on all accounts (your financial institution can confirm this); and
- that on the drawing date there is sufficient cleared funds in the nominated account; and
- that you advise us if the nominated account is transferred or closed.



**CONTINUOUS DIRECT DEBIT REQUEST –
AMENDMENTS OR CANCELLATION REQUEST**

| | |
|------------------------------|------------------------------|
| Assessment Number | |
| Property Owner | |
| Property Address | _____ Post Code _____ |
| Contact Phone Numbers | Home _____ Work _____ |

I/We request Johnstone Shire Council User I.D. 025-455 to have the following amendments made to arrange for funds to be debited from my/our nominated account at the financial institution shown below according to the schedule specified below.

Change nominated Financial Institution details

| | |
|-------------------------------|---|
| Bank & Branch Name | |
| Account Number | |
| BSB No. | - |
| Account Name | |

Change payment amount or schedule

| | |
|--------------------------|---|
| Commencement Date | - - (Fridays only) |
| Please Debit | \$ (Whole Dollars Only) |
| | Week <input type="checkbox"/> F/Night <input type="checkbox"/> Month <input type="checkbox"/> |

Cancel the direct debit request as of the date undersigned.

By signing below I/we certify that I/we have read and understood all of the terms and conditions attached to this agreement. **I/WE UNDERSTAND THAT ANY CHANGES I/WE REQUIRE TO BE MADE TO THE INSTRUCTIONS ON THIS APPLICATION ARE TO BE IN WRITING, SIGNED AND DATED**

If debiting from a joint account, both signatures may be required.

Account Holder/s Signature Date _____

Account Holder/s Signatures Date _____

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- that you advise us if the nominated account is transferred or closed.

JOHNSTONE SHIRE
COUNCIL

CASSOWARY
COUNTRY

OUR REFERENCE: MMcG:

ENQUIRIES TO: Rates Section

Date

Name
Address
Address
Address

Dear Sir/Madam

FAILED DIRECT DEBIT FACILITY

ASSESSMENT:

PROPERTY ADDRESS:

DIRECT DEBIT AMOUNT: \$

Your Direct Debit facility has failed on Date. A bank and administration fee of **\$15.00** has been charged to your rate file due to the default.

Council has on file your banking details which are as follows. Please contact Council if any changes are required to these details:-

Bank:
BSB #:
Account #:

Please note:

- *Continual defaults will result in the direct debit facility being cancelled by Council*
- *Council policy requires any debt to be cleared by the end of the half-year period of rates issue, being either 31st December or 30th June.*

Interest will be charged at the maximum rate prescribed by the Local Government Regulation 1994 (11% currently) on all rates and charges which remain unpaid thirty (30) days after the expiration of the due date for payment.

If you are experiencing severe and on going financial hardship, please contact Council's Rates Section on 4030 2222.

Yours faithfully

STUART RANDLE
CHIEF EXECUTIVE OFFICER