

Direct Debit Request Service Agreement



Before completing a Direct Debit Request you should do the following:

- (a) Ask your financial institution if direct debit is available from your account (direct debit is not available on all accounts offered by financial institutions).
- (b) Check the account details you are providing to us for your financial institution are correct by checking them against a recent statement.
- (c) Ensure the account details are from a cheque or savings account.
- (d) If you have any queries or need assistance about how to complete the Direct Debit Request, please do not hesitate to contact us or your financial institution.

1. Definitions

- 1.1 Account means the account held at your financial institution from which we are authorised to arrange for funds to be debited.
- 1.2 Agreement means this Direct Debit Request Service Agreement between you and us.
- 1.3 Business Day means a day other than Saturday or Sunday or a Public Holiday listed throughout Australia.
- 1.4 Commencement Date means the date from which you authorised payments to commence when completing the Direct Debit Request.
- 1.5 Debit Day means the day that payment by you is to be made to us.
- 1.6 Debit Payment means a particular transaction where a debit is made.
- 1.7 Direct Debit Request means the Direct Debit Request between you and us.
- 1.8 Financial Institution means the financial institution where you hold the account that you have authorised us to debit.
- 1.9 Us or We means East Gippsland Region Water Corporation or East Gippsland Water.
- 1.10 You means the customer who signed the Direct Debit Request.

2. Debiting Your Account

- 2.1 By signing a Direct Debit Request, 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 you and us.
- 2.2 We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request and on the following basis:
 - 2.2.1 If weekly payment is the chosen payment frequency the debit payments will be made on the day nominated by you.
 - 2.2.2 If fortnightly payment is the chosen payment frequency the debit payments will be made on the day nominated by you.
 - 2.2.3 If monthly payment is the chosen payment frequency the payments will be made on the date nominated by you.
 - 2.2.4 If full payment by each bill issued is the chosen payment frequency the debit payments will be made on the due date of your account.
- 2.3 If the debit day falls on a day that is not a business day we may direct your financial institution to debit your account on the following business day. If you are unsure about which day your account has or will be debited, please contact us.

3. Changes By Us

- 3.1 We may vary any details of this Agreement at any time by giving you at least fourteen (14) days' notice in writing.
- 3.2 East Gippsland Water may review the direct debit arrangement to ensure it continues to meet your financial obligations.
- 3.3 East Gippsland Water will terminate the agreement if you:
 - 3.3.1 Are the owner of a property that you sell; or
 - 3.3.2 Are a tenant of a property and you move out once account has a nil balance; or
 - 3.3.3 You breach any part of these terms and conditions.

4. Changes By You

- 4.1 Subject to clause 4.1 and 4.2, you may change the arrangements under a Direct Debit Request by contacting us by phone, in writing or by e-mail.
- 4.2 If you wish to defer a debit payment you must notify us at least three (3) days before the nominated debit day.
- 4.3 If you wish to stop your Direct Debit Request you must notify us at least three (3) days before the nominated debit day. This advice can be directly from you, or, via receipt of a cancellation form from your financial institution.

5. Your Obligations

- 5.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the Direct Debit Request.
- 5.2 If there are insufficient clear funds in your account to meet a debit Payment:
- 5.2.1 You may be charged a fee and/or interest by your financial institution;
 - 5.2.2 You may also incur fees or charges imposed by us;
 - 5.2.3 You must arrange for the dishonored debit payment to be made by another method; and
 - 5.2.4 We retain the right to cancel the Direct Debit Request with you if debit payments are continually dishonoured.
- 5.3 You should check the account statement from your financial institution to verify that the amounts debited from your account are correct.

6. Disputes

- 6.1 If you believe that there has been an error in debiting your account, you should notify us immediately and confirm your concerns in writing as soon as possible, so that we can resolve your query promptly.
- 6.2 Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter. If we cannot resolve the matter you can still refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

7. Confidentiality

- 7.1 East Gippsland Water adheres to information privacy principles contained in the Freedom of Information Act 2000 and the Information Privacy Act 2000. For a copy of our Personal Privacy Charter please contact us or view it online.
- 7.2 We will keep any information (including your account details) in your Direct Debit Request confidential. We will keep any such information that we have about you secure and ensure that our employees or agents who have access to information about you do not make any unauthorised use, modifications, reproduction or disclosure of that information.
- 7.3 We will only disclose information that we have about you to the extent specifically required by law or for the purposes of resolving any dispute, query or claim pursuant to this Agreement or the Direct Debit Request.

8. How to Contact East Gippsland Water

- 8.1 If you wish to make enquiries or notify us about anything relating to this Agreement or the Direct Debit Request you can contact us as follows:

Telephone: 1800 671 841

Email: egw@egwater.vic.gov.au

Mail: East Gippsland Water, PO Box 52, Bairnsdale VIC 3875