

Direct Debit Request



northern
beaches
council

Aquatic Centre
Andrew Boy Charlton
Manly

If you need help lodging your form, contact us	
Email	fitness@northernbeaches.nsw.gov.au
Phone	02 8495 5005
Address	1 Kenneth Rd, Manly NSW 2095

Office use only	
Form ID	4159
TRIM Ref.	
Last updated	March 2022

Part 1: Member Details

Member Name		Membership Number	
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Part 2: Request and Authority to Debit

Title	Mr <input type="radio"/> Mrs <input type="radio"/> Ms <input type="radio"/> Miss <input type="radio"/> Other:		
Given Names		Surname	
"you" request and authorise NORTHERN BEACHES COUNCIL APCA ID 017237 to arrange, through its own financial institution, a debit to your nominated account any amount Northern Beaches Council has deemed payable to you.			
Fortnightly Amount			
This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.		First Payment Due	
Please note this is an on-going agreement. Termination of membership will require 14 days written notice as per clause 11 over.			Initial

Part 3: Financial Institution Details

Insert the name and where branch was opened.	
Financial institution name	
Branch where account was opened	

Part 4: Bank Details

Name/s on account			
BSB		Account Number	

Part 5: Authorisation

By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing debit arrangements between you and Northern Beaches Council as set out in this Request and in your Direct Debit Request Service Agreement.			
Signature		Date	
Name			

Direct Debit Request Service Agreement

This is your Direct Debit Service Agreement with Northern Beaches Council, APCA ID 017237, ABN 57 284 295 198. 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.

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

account means the account held at your financial institution from which we are authorised to arrange for 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 Northern Beaches Council, (the Debit User) you have authorised by requesting 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 Direct Debit Request.
or
We will only arrange for funds to be debited from your account if we have sent to the address nominated by you in the Direct Debit Request, a billing advice which specifies the amount payable by you to us and when it is due.
- 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.

2. AMENDMENTS BY US

- 2.1 We may vary any details of this agreement or a Direct Debit Request 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 (cancel) this agreement at any time by providing us with at least 14 days' notification by writing to: fitness@northernbeaches.nsw.gov.au or by telephoning us on 8495 5005 during business hours.

*Note: in relation to the above reference to 'change', your financial institution may change your debit payment only to the extent of advising us Northern Beaches Council of your new account details.

Cancellation of the authority to debit your account will not terminate this contract or remove your liability to make the payments you have agreed to.

4. YOUR OBLIGATIONS

- 4.1 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.
- 4.2 If there are insufficient clear 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 a dishonour fee of \$2.50 imposed or incurred by us; and
 - c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear 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.

5. DISPUTES

- 5.1 If you believe there has been an error in debiting your account, you should notify us in writing to fitness@northernbeaches.nsw.gov.au.
- 5.2 If we conclude as a result of our investigations that your account has been incorrectly debited, we will adjust your account accordingly.
- 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 providing 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 through BECS 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 Requests.

7. CONFIDENTIALITY

- 7.1 We will keep any 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: fitness@northernbeaches.nsw.gov.au
- 8.2 We may send notices either electronically to your email address or by ordinary post to the address you have given us.
- 8.3 Any notice will be deemed to have been received on the third banking day after emailing or posting.

9. ENQUIRIES

All enquiries should be directed to Manly Andrew 'Boy' Charlton Aquatic Centre at least 5 working days prior to the next scheduled debit date.

10. SUSPENDING PAYMENTS

Suspension of payments may be possible under the terms of your Membership Agreement. Payments may be suspended for a minimum term of 1 week. In order to suspend payments, you should contact Manly Andrew 'Boy' Charlton Aquatic Centre in writing at least 14 days prior to the date of your first suspended payment.

11. TERMINATION OF AGREEMENT

This agreement shall continue indefinitely until such time as the Customer requests, after the expiry of the minimum term, for it to terminate. The Customer may terminate this agreement before the expiry of the minimum term or payments if all the instalments and fees due up to the date of termination are paid, as specified on the front of this agreement is paid to Northern Beaches Council. Any instalments/fees due at the date of termination (including instalments/fees which fall due during the notice period) will remain a debt owed to and recoverable by Northern Beaches Council. There will be a period of notice of 14 days unless otherwise specified by the Facility between the date of request and the date of actual termination during which any payments due must still be paid in full. The Customer should contact the Manly Andrew 'Boy' Charlton Aquatic Centre if they have not received written confirmation of the termination within the 14 day period.

12. INCREASE IN FEES

Manly Andrew 'Boy' Charlton Aquatic Centre may at any time AFTER the end of the minimum term, upon sending written notice to the Customer's last known address and giving 14 days-notice, increase the instalment amount in line with Northern Beaches Council adopted fees and charges for the Centre. If the Customer wishes to terminate this Agreement as a result of the increase in instalment amount, the Customer must notify the Centre in writing within 14 days of the date of written notice sent by the Centre. The Agreement will be terminated upon receipt of this notice. If the Customer does not notify the Centre of its intention to terminate this Agreement within such specified time period, then this Agreement will remain in force and the increase in the instalment amount will be deemed to be accepted by the Customer.