

## BPOINT Electronic Direct Debit Request Service Agreement (eDDRSA)

This is your Direct Debit Request Service Agreement with **Cessnock City Council (APCA ID: 064347) & ABN: 60 919 148 928** (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).

**1** By agreeing to a Direct Debit request by the method presented, you authorise **Cessnock City Council (APCA ID: 064347)** to arrange for funds to be debited from your nominated Account in accordance with the Agreement. Billing advices will be issued in accordance with the Agreement.

**2** We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least 30 days written notice

**3** For all matters relating to the Direct Debit Request, including cancellation, alteration or suspension of drawing arrangements or to stop or defer a payment, or to investigate or dispute a previous payment, you should:

For Rates: Self-manage directly through the **Payble**.  
For Others: Contact Council by phoning 02 4993 4100 or emailing [Council@cessnock.nsw.gov.au](mailto:Council@cessnock.nsw.gov.au).

If our investigations show that your Account has been incorrectly debited, we will arrange for the Financial Institution to adjust your Account accordingly. We will also notify you in writing of the amount by which your Account has been adjusted. If, following our investigations, we believe on reasonable grounds that your Account has been correctly debited, we will respond to your query by providing you with reasons and copies of any evidence for this finding.

If we cannot resolve the matter, you can still refer it to your Financial Institution, which will obtain details from you of the disputed payment and may lodge a claim on your behalf.

**4** You should be aware that:

(a) direct debiting through the Bulk Electronic Clearing System (BECS) is not available on all accounts; and

(b) You should check your Account details (including the Bank State Branch (BSB) number) directly against a recent statement from your Financial Institution.

If you are in any doubt, please check with your Financial Institution before completing the drawing authority.

**5** It is your responsibility to ensure that:

- (a) sufficient cleared funds are in the Account when the payments are to be drawn;
- (b) the authorisation to debit the Account is in the same name as the Account signing instruction held by the Financial Institution where the Account is held;
- (c) suitable arrangements are made if the direct debit is cancelled:
  - by yourself;
  - by your Financial Institution; or
  - For any other reason.

**6** If the due date for payment falls on a day other than a Banking Business Day, the payment will be processed on the next Banking Business Day. If you are uncertain when the payment will be debited from your Account, please check with your Financial Institution.

**7** For returned unpaid transactions, the following procedures or policies will apply:

- (a) we treat the payment as if it was never made, or
- (b) we will reattempt to direct debit your account in accordance with the agreement
- (c) services may be suspended until the outstanding charges are paid; and/or
- (d) A fee may be applied for drawings that are returned unpaid. We reserve the right to cancel the Direct Debit Request at any time if drawings are returned unpaid by your Financial Institution.

**8** All Customer records and Account details, including those processed through any third-party payment platforms used by Council, will be kept private and confidential to be disclosed only at your request or at the request of the Financial Institution in connection with a claim made to correct/investigate an alleged incorrect or wrongful debit or otherwise as required by law.

**9** If any provision of this DDRSA is found to be illegal, void or unenforceable for unfairness or any other reason (for example, if a court or other tribunal or authority declares it so), the remaining provisions of this DDRSA will continue to apply to the extent possible as if the void or unenforceable provision had never existed.

**10** If you wish to notify us in writing about anything in this agreement you should write to:  
Cessnock City Council  
Email: [Council@cessnock.nsw.gov.au](mailto:Council@cessnock.nsw.gov.au)

We may send notices either electronically to your email address or by ordinary post to the address you have given us.

If sent by mail, communications are taken to be received on the day they would be received in the ordinary course of post.

### Definitions

Unless otherwise defined, a term defined in the Agreement has the same meaning when used in this DDRSA and:

**Account** means the account nominated in the Direct Debit Request, held at your Financial Institution from which we are authorised to arrange for funds to be debited;

**Agreement** means the Terms and Conditions (including BPAY), including the Schedules to those Terms and Conditions, as amended from time to time;

**Direct Debit Request** means the Direct Debit Request between us and you as amended from time to time;

**Financial Institution** is the financial institution where you hold the account nominated in your Direct Debit Request as the account from which we are authorised to arrange for funds to be debited;

**We** means Cessnock City Council; and

**You** mean the Customer/s who signed the Direct Debit Request.

t: 02 4993 4100

p: PO Box 152 Cessnock NSW 2325

e: [council@cessnock.nsw.gov.au](mailto:council@cessnock.nsw.gov.au) w: [www.cessnock.nsw.gov.au](http://www.cessnock.nsw.gov.au)

ABN 60 919 148 928