

Flexi Direct Debit Request Service Agreement

This is your Direct Debit Service Agreement with **Ezidebit** on behalf of **City of Canning, ABN: 80 227 965 466**. 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) 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 and the payment amount is subject to annual price changes as approved by City of Canning.
- **Direct debit request** means the Direct Debit Request between *us* and *you*.
- **Identification required** means an individual must provide a valid identity card or evidence of authorised personnel signatory if under the company name or trust account.
- **Joining fee** means a fixed and non refundable amount charge to cover the set up costs for each of your Direct Debit request.
- **Us or we or our** means *you* have authorised the **City of Canning, & Ezidebit** 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* every **fortnight (14 days)** from the joining date. *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*. If *you* are unsure about which day *your account* has or will be debited *you* should ask *your financial institution*.

2. Failed payments

- 2.1 *We* will notify *you* of failed direct debit payments from your account.

2.2 Any fees incurred by *us* in respect of any failed or dishonoured drawings will be deemed payable by *you*.

2.3 Any failed payments will not be direct debited from your account. *You* are required to pay the defaulted amount together with the \$15,00 direct debit dishonour fee* to a *City of Canning* Leisure Facility prior to using the facility.

2.4 If a payment is rejected during your membership, then *we* may cancel the agreement and commence normal legal proceedings.

*Note: dishonour fee subject to change.

3. Amendments by us

3.1 *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 or email notice.

4. Amendments by you

4.1 *You* may change or terminate** this agreement by providing *us* with **at least fourteen (14) days** notification by writing to:
**City of Canning – Leisure Facilities
Locked Bag 80
Welshpool WA 6986** or
Email leisureplex@canning.wa.gov.au
** Note: in relation to the above reference to 'terminate', payments will continue to be debited during this **fourteen (14) days** notification period.

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*, which can take up to **three (3)** business days depending on your financial institution.

5.2 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 fees or charges imposed or incurred by *us*; and

(c) *you* must arrange for the *debit payment* to be made by another method, prior to using *our* facilities again.

5.3 *You* should check *your account* statement to verify that the amounts debited from *your account* are correct. Ezidebit will appear in your account statement.

6. Dispute

6.1 If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* directly on **9231 0900** and confirm that notice in writing with *us* as soon as possible so that *we* can resolve your query.

Alternatively *you* can take it up directly with *your financial institution*.

6.2 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.

6.3 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.

7. Accounts

7.1 *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;

(c) with *your financial institution* before completing the *Direct Debit Request* if *you* have any queries about *how* to complete the *Direct Debit Request*.

8. Confidentiality

8.1 *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.

8.2 *We* will only disclose information that *we* have about *you*:

(a) to the extent specifically required by law;

(b) for the purposes of this *agreement* (including disclosing information in connection with any query or claim).

9. Notice

9.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to

**City of Canning – Leisure Facilities
Locked Bag 80
Welshpool WA 6986** or
Email leisureplex@canning.wa.gov.au

9.2 *We* will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *Direct Debit Request*.

9.3 Any notice will be deemed to have been received on the third *banking day* after posting.