



Direct Debit Request Service Agreement

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*.

business day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

debit day means midnight of 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* (and includes any Form PD-C approved for use in the *transitional period*).

transitional period means the period commencing on the industry implementation date for Direct Debit Requests (currently 31 March 2000) and concluding 12 calendar months from that date.

us or *we* means **LOWER MURRAY WATER [ABN / GST Reg. 18 475 808 826]** (LMW), who *you* have authorised by signing a *direct debit request*.

you means the customer who signed the *direct debit request*.

your financial institution is the financial institution where *you* hold the *account* that *you* have authorised *us* to arrange to debit.

1. Debiting your account

1.1 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 *us* and *you*.

1.2 *We* will only arrange for funds to be debited from *your account* as authorised in the *direct debit request*. (*after hours on a Thursday*)

1.3 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 *you* should contact *us*.

2. Changes 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 seven (7) days' written notice.

- 3. Changes by you**
- 3.1 Subject to 3.2 and 3.3, *you* may change the arrangements under a *direct debit request* by contacting *us* on :
 (03) 5051 3430 [*Mildura*];
 (03) 5032 0030 [*Swan Hill*];
 (03) 5450 3960 [*Kerang*], or in writing to *your relevant area office*.
 [*see section 8.1 for address of area offices*].
- 3.2 If *you* wish to stop or defer a *debit payment* *you* must notify *us* in writing **at least seven (7) clear working days** before the next *debit day*. This notice should be given to *us* in the first instance.
- 3.3 *You* may also cancel *your* authority for *us* to debit *your* account at any time by giving *us* **at least seven (7) clear working days** notice in writing before the next *debit day*. This notice should be given to *us* in the first instance.
- 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 fees or charges imposed or incurred by *us*; and
 - (c) *you* must arrange for the *debit payment* to be made by another method.
- 4.3 *You* should check *your account* statement to verify that the amounts debited from *your account* are correct
- 4.4 If National Australia Bank Limited A.C.N. 004 044 937 ("National") is liable to pay goods and services tax ("GST") on a supply made by the National in connection with this *agreement*, then *you* agree to pay the National on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.
- 5 Dispute**
- 5.1 If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* directly on ((03) 5051 3430, and confirm that notice in writing with *us* as soon as possible so that *we* can resolve *your* query more quickly.
- 5.2 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.
- 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.
- 5.4 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 between *us* and *you*. 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.
- 6. Accounts** *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*; and
- (c) with *your financial institution* before completing the *direct debit request* if *you* have any queries about how to complete the *direct debit request*.
- 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 your relevant area office :
- Mildura Office:**
PO Box 1438, MILDURA VIC 3502.
- Swan Hill Office:**
PO Box 1447, SWAN HILL VIC 3585.
- Kerang Office:**
PO Box 547, KERANG VIC 3579.
- 8.2 We will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *direct debit request*.
- 8.3 Any notice will be deemed to have been received two *business days* after it is posted.