

**Direct Debit Service Agreement
Greater Shepparton City Council and the Member
Aquamoves' membership fee payments**

1	This Agreement is a binding agreement that shall remain in place until cancelled by the Member or Council.								
2	Greater Shepparton City Council (APCA User ID 116901) will debit the Member's Nominated Account or Credit Card.								
3	Membership fees are payable, and Direct Debits will be made, whether or not the Member uses the Aquamoves' facilities.								
4	<p>Cancellation of this Agreement</p> <ul style="list-style-type: none"> • The Member must give Council 14 days' notice of cancellation of this Agreement using the Direct Debit Membership Cancellation Form ("Cancellation Form"). • The Member acknowledges and agrees that any cancellation of this Agreement does not alter the Member's obligations under his/her Membership Agreement. If the Member cancels this Agreement, he/she must make arrangements directly with the Council to pay all membership fees due under his/her Membership Agreement. • Direct Debits will continue until 14 days after the signed Cancellation Form is received by Council at the address listed below. • Council takes no responsibility for any Direct Debits (or fees, charges or liabilities arising from the Direct Debits) that are processed by the Member's financial institution after Council has received the Cancellation Notice. • The Member must notify Council of any changes to the Nominated Account or Credit Card details at least 14 days prior to the next scheduled Direct Debit Date. 								
6	<p>Increase in Direct Debit Amount authorised by this Agreement</p> <p>The Member agrees to authorise Council to vary the Direct Debit Amount as and when the Member's membership fee increases without the need for the parties to sign a new Agreement.</p>								
7	<p>Member's obligations</p> <ul style="list-style-type: none"> • The Member must ensure that there are sufficient cleared funds available in the Nominated Account or Credit Card for the Direct Debit Amount as at the scheduled Direct Debit Dates. • If there are insufficient funds in the Nominated Account or Credit Card, the Member may be liable for fees, charges and/or interest to their financial institution. • The Member will be charged a \$12.00 fee by Council for each dishonoured payment, which fee represents Council's costs in re-processing any dishonoured payment, following up any overdue payments, and administrative costs incidental to these actions. • The Member may also incur a \$12.00 fee if a Direct Debit payment fails due to the Member providing incorrect account information. • Outstanding membership fees, and any applicable fees, must be paid in person at Aquamoves prior to the next scheduled Direct Debit Date. • Council may terminate this Agreement and any membership held by a Member if a Direct Debit fails and the Member does not make the overdue payment prior to the next Direct Debit Date. 								
8	<p>Limitation of liability</p> <p>The Member agrees that Council will not be liable for any losses or costs incurred by the Member arising from any Direct Debit. The Member agrees to release, indemnify, keep indemnified and hold harmless the Council and its employees, contractors and agents from or against any liability, losses or costs (including legal costs) that the Member incurs as a result of any Direct Debit.</p>								
9	<p>Council's obligations</p> <ul style="list-style-type: none"> • Council will notify the Member of any failed Direct Debit payments as soon as practicable. • Council will initiate the Direct Debit from the Nominated Account or Credit Card on the Direct Debit Dates, unless the Direct Debit Date is a non-business day (i.e. a weekend or a public holiday), in which case the Direct Debit will be made on the following business day. • In compliance with the Industry's Direct Debit Claims Process, Council will assist the Member in disputing any amount drawn on the Nominated Account or Credit Card under this Agreement. Council will endeavour to resolve the matter within the Industry agreed timeframes. 								
10	<p>The Member must direct all enquiries about this Agreement to:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Aquamoves</td> <td style="width: 50%;">Phone: 03 5832 9400</td> </tr> <tr> <td>Tom Collins Drive</td> <td>Fax: 03 5831 8189</td> </tr> <tr> <td>(Locked Bag 1000)</td> <td></td> </tr> <tr> <td>SHEPPARTON VIC 3630</td> <td>Email: customerservice@aquamoves.com.au</td> </tr> </table> <p>All correspondence should be marked to the attention of: Customer Service Team Leader, Aquamoves.</p>	Aquamoves	Phone: 03 5832 9400	Tom Collins Drive	Fax: 03 5831 8189	(Locked Bag 1000)		SHEPPARTON VIC 3630	Email: customerservice@aquamoves.com.au
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11	<p>Privacy notice</p> <p>The Member's personal information is collected, and will be held, used and disclosed, in accordance with Council's privacy policy. Council/Aquamoves will only disclose the Member's personal information in accordance with the <i>Information Privacy Act 2000</i> (Vic), where specifically required by law, or for purposes of and incidental to this Agreement. This includes disclosing information in the event of an insurance claim or a claim relating to an alleged incorrect or wrong debit.</p>								

I have read, understood and agree to the terms and conditions of this Agreement.

Member's signature: _____ Date: _____