

Direct Debit - Terms & Conditions

- Definitions**
- account** means the account held at **your financial institution** from which **you** authorise **us** to arrange for funds to be debited.
- business day** means a day other than a Saturday or a Sunday or a Public Holiday listed throughout Ireland.
- debit day** means the day that payment by **you** to **us** was due – i.e. 1st of each month.
- debit payment** means a particular transaction where a debit is made.
- instruction** means the direct debit agreement between **you** and **your financial institution** directing payment to **us**
- mortgagees** means one or more persons who have signed a mortgage with **us** and each **mortgagee** is responsible to **us** for payment of the amount due under the direct debit **instruction**
- mortgage address** means the property which **we** have a charge over, the subject matter of the direct debit **instruction**
- us** or **we** means Fingal County Council, the direct debit user which **you** have authorised by signing a direct debit **instruction**.
- you** means the **Mortgagee/s** who signed the direct debit **instruction**.
- 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 **instruction**, **you** have authorised **us** to arrange for funds to be debited from **your account**
 - 1.2 **we** will only arrange for funds to be debited from **your account** as authorised in the direct debit **instruction** on the 1st of each month
 - 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**.
 2. Changes by **us**
 - 2.1 **we** may vary any details of these Terms and Conditions or a direct debit **instruction** at any time by giving **you** at least 14 days written notice
 3. Changes by **you**
 - 3.1 subject to 3.2, **you** may change the arrangements under a direct debit **instruction** by contacting **us** on 01-8905590
 - 3.2 **you** may cancel **your** authority for **us** to debit **your** account at any time by giving **us** 14 days written notice before the next **debit day** and provide **us** with an agreed alternative method of payment in writing.
 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 **instruction**
 - 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** &
 - (c) if there are no clear funds in **your account** on the **debit day**, **you** must arrange for the **debit payment** to be made by another method (Cash Office, Bank Draft, Cheque, Laser/Visa Card)
 - (d) if **you** default on the **instruction**, this service may be withdrawn at the discretion of Fingal County Council
 - 4.3 **you** should check **your account** statement to verify that the amounts debited from **your account** are correct
 5. Dispute
 - 5.1 if **you** believe that there has been an error in debiting **your account**, **you** should notify **us** directly on 01 – 890 5590 and confirm in writing with **us** as soon as possible so that **we** can resolve **your** query
 - 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 & 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
 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
 - (c) with **us** before completing the direct debit **instruction** if **you** have any queries about how to complete the direct debit **instruction**
 7. Confidentiality
 - 7.1 **we** will keep any information (including **your account** details) in **your** direct debit **instruction** confidential. **We** will make every effort to keep any such information that **we** have about **you** secure and to ensure that any of **our** employees who have access to information about **you** do not make any unauthorised use, modification, reproduction or disclosure of the information
 - 7.2 **we** will only disclose information that **we** have about **you** as required by law
 8. Notice
 - 8.1 if **you** wish to notify **us** in writing about anything relating to the **instruction**, **you** should write to: **Loan Accounts Section, Housing Department, Fingal County Council, Grove Road, Blanchardstown, Dublin 15**
 - 8.2 notices will be posted by **us** to **your mortgage address** by ordinary post
 - 8.3 any notice will be deemed to have been received within 4 days of the date of the said notice.