

# Direct Debit Annual Charges/Instalment Options

## City of Rockingham Rates Agreement (section 6.49 of the Local Government Act 1995)

At the request of the Ratepayer the City of Rockingham of PO Box 2142 Rockingham DC, Western Australia and the Ratepayer agree that the City will accept payment of the Rates as set out in this agreement.

### 1. What Am I Agreeing to Pay

#### 1.1 The Ratepayer agrees to pay;

- (a) the Rates;
- (b) interest on the Rates which remain unpaid at the rate specified by notice in writing to the Ratepayer by the City;
- (c) any costs incurred by the City incurred as a result of the Ratepayer failing to perform any obligations under this agreement;
- (d) any charges imposed by the City's bank in relation to the Direct Debit Authority; and
- (e) any charges imposed by the Ratepayer's financial institution in relation to the Direct Debit Authority.

#### 1.2 Instalments 2 and 4 incur an additional administration fee and interest of 5.5%. This is calculated within the cost of the options as stated on your rates notice. This amount is included in the total amount payable. Pensioners are exempt from these costs.

#### 1.3 The City may by notice in writing to the Ratepayer vary the Instalment Amount during a Rate Year to cover any:

- (a) increase or decrease in the Rates;
- (b) change in the rates of interest charged by the City;
- (c) additional interest, costs or charges payable by the Ratepayer to the City.

### 2. How do I Pay the Rates

#### 2.1 The Ratepayer will pay the Rates to the City;

- (a) by the Instalment Amount on each payment day;
- (b) by direct debit from the Ratepayer's Account; and
- (c) in full by the due date in each Rate Year pursuant to the rate notice to which this agreement applies.

#### 2.2 The Ratepayer authorises the payment of the Rates to be made by Direct Debit from the Ratepayer's Account in accordance with the Direct Debit Authority and will not cancel the Direct Debit Authority until the Rates and all other payments due under this agreement have been paid in full.

#### 2.3 The Direct Debit may authorise payments either Annually or by the Two or Four Instalment Options offered on the Rates Notice.

### 3. Can I Change My Direct Debit

#### 3.1 The Ratepayer must notify the City in writing of any change to the Ratepayer's Account.

#### 3.2 To change the frequency of a Direct Debit Authority the Ratepayer must notify the City's Rates Department in writing of the changes requested.

#### 3.3 When a change is requested to the frequency of the payments the City will recalculate the total amount of Rates and interest payable and notify the Ratepayer of the amended Instalment Amount to be paid.

#### 3.4 A change is only permitted if the proposed change still results in the Rates and all other payments due under this agreement being paid in full by the Last Payment Date.

### 4. What Are My Responsibilities

#### 4.1 The Ratepayer has checked with the financial institution that direct debit is available from the Ratepayer's Account. Direct Debit is not available on all accounts offered by financial institutions.

#### 4.2 The Ratepayer must make sure that the account details including the BSB and account numbers which are provided to the City are correct. If in doubt the Ratepayer must confirm the details with the financial institution.

#### 4.3 The Ratepayer must ensure that there are sufficient clear funds available in the Ratepayer's Account to allow each direct debit payment to be made on the due date.

#### 4.4 If there are insufficient clear funds in the Ratepayer's Account to meet a particular direct debit payment the Ratepayer must arrange for the due payment to be made by another method or arrange for sufficient clear funds to be deposited to the Ratepayer's Account by an agreed time so that City can process the debit payment.

### 5. What Happens if I Am Unable to Make a Payment

#### 5.1 If the Ratepayer is unable to make a payment pursuant to this agreement the Ratepayer must contact the City's Rates Department prior to the payment being due to change the payment arrangement in the manner set out in clause 3.

#### 5.2 If no alternate arrangement has been made for payment with the City and:

- (a) the Ratepayer fails to pay any amount payable under this agreement when it falls due, and does not make that payment within 7 days after the due date; or
- (b) cancels or changes the Direct Debit Authority without the written agreement of the City; or
- (c) a direct debit of an amount payable under this agreement fails on a total of 3 occasions during the Rate Year for any reason,

then the City may by notice in writing demand immediate payment of the balance of the Rates and all other payments due under this agreement.

#### 5.3 If the City delays in enforcing this agreement or gives the Ratepayer additional time to pay, that delay and extension of time is not a waiver of the City's rights to enforce any provision of this agreement.

### 6. Agreement Applies to Future Rate Years

#### 6.1 This agreement applies to the Current Rate Year and, subject to clause 6.2, all Future Rate Years.

#### 6.2 This agreement applies to Future Rate Years until the Ratepayer notifies the City in writing that it is not to apply.

### 7. What Happens if There is a Mistake With The Direct Debit

#### 7.1 The Ratepayer should check their account statement on a regular basis to verify the amounts debited from the Ratepayer's Account are correct.

#### 7.2 If there has been an error in debiting the Ratepayer's Account then the Ratepayer should:

- (a) contact their financial institution direct; and
- (b) notify the City directly on 9528 0333 as soon as possible to enable the City to check if an error has occurred.

#### 7.3 The City will check its records and if the City concludes that the Ratepayer's Account has been incorrectly debited:

- (a) a greater amount then the City will credit the overpayment against the next payment due and direct the Ratepayer's financial institution to adjust the next payment accordingly;
- (b) a lesser amount then the City will direct the Ratepayer's financial institution to increase the next payment due to pay the shortfall.

#### 7.4 The City will notify the Ratepayer in writing of the amount by which the account has been adjusted.

#### 7.5 If the City concludes no mistake has been made the City will explain in writing the reasons for that conclusion.

### 8. Privacy of Information

#### 8.1 The City takes all reasonable steps to keep information that the City has about Ratepayers secure and to ensure that employees or agents of the City who have access to the information do not make any unauthorised use, modification, reproduction or disclosure of that information.

*Please turn over for more terms*

**8.2 The City will keep any information (including Ratepayer's Account details) in the Direct Debit Authority confidential and will only disclose information held about the Ratepayer:**

- (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).

## 9. How Do We Contact Each Other

**9.1 To notify the City about anything relating to this agreement, the Ratepayer should:**

- (a) write and send to City of Rockingham. PO Box 2142, Rockingham DC WA 6967;
- (b) write and send an email to customer@rockingham.wa.gov.au;
- (c) write and send a fax to (08) 9592 1705; or
- (d) write and deliver to City of Rockingham, Civic Boulevard Rockingham.

**9.2 To notify the Ratepayer about anything relating to this agreement, the City will SMS, email or write to the address given in this agreement or any changed address notified to the City.**

## 10. Meaning of Words

**City** means the City of Rockingham of PO Box 2142 Rockingham DC, Western Australia.

**Current Rate Year** means the Rate Year when this agreement is executed.

**Direct Debit Authority** means the authority attached to this agreement authorising the payment to the City pursuant to his agreement.

**Future Rate Year** means all Rate Years after the Current Rate Year.

**Instalment Amount** means the amount specified to be paid by the Ratepayer in the Direct Debit Authority.

**Property** means the property described in this agreement.

**Rate Notice** means the rate notice issued by the City to the Ratepayer for the Property for a particular Rate Year.

**Rate Year** means the period commencing 1 July in a year and expiring 30 June in the following year.

**Ratepayer** means the person named as the Ratepayer in this agreement.

**Ratepayer's Account** means the account with a financial institution nominated by the Ratepayer in the Direct Debit Authority.

**Rates** means the total amount due pursuant to a Rate Notice including local government rates, charges for waste services and the emergency services levy.

## 11. How Do I Request Payment of Rates Under This Agreement

**11.1 To request payments pursuant to this agreement the Ratepayer must sign this agreement, complete and sign the Direct Debit Authority and return both signed documents to the City by no later than 11 August 2023.**

**11.2 Upon receiving the Direct Debit Authority the City will confirm acceptance of the agreement by executing the agreement and notifying the Ratepayer either by SMS, email or in writing.**

**11.3 The direct debit will be extracted on the date the payment is due**

Ratepayer's Name		Property Address	
If Ratepayer is a person		If Ratepayer is a corporation	
SIGN HERE  Signed by the Ratepayer	PTY / LTD	ACN	by authority of its Directors in accordance with section 127 of the Corporations Act  SIGN HERE Director / Secretary
	SIGN HERE Director		Executed for and on behalf of PTY LTD ACN by authority of its sole Director / Secretary in accordance with section 127 of the Corporations Act  SIGN HERE Sole Director / Secretary
OFFICE USE ONLY			
Executed on	Executed for the City of Rockingham pursuant to delegated authority		Title of Officer having delegated authority
2023			Full Name
Rates Direct Debit Authority			
Details of account to be debited:		Frequency: (elect frequency of payments)	
Note: Direct debits are only available on a cheque or savings account or from a Visa or MasterCard. If in doubt, check with your financial institution.		<input type="checkbox"/> Annual Payment \$ <input type="checkbox"/> Two Instalments \$ <input type="checkbox"/> Four Instalments \$	
Option One	Direct Debit Payment		
Account in the name of:			
Bank:	Branch:		
BSB:	Account No:		
Option two	Credit Card Payment		
Account No:			
Expiry: /			
Customer's details in full			
I / We:			
Postal Address:			
Assessment Number:			
Email Address (Required)			
Home/Mobile No (Required):			
1. Authorise and request the City of Rockingham 385010 to arrange, through its own financial institution, a debit to my nominated account any amount the City of Rockingham has determined as payable by me pursuant to the City of Rockingham Rates Agreement.			
2. Acknowledge and agree that this debit or charge will be made through the bulk electronic clearing system (BECS) from my account held at the financial institution I have nominated and will be subject to the terms and conditions of the City of Rockingham Rates Agreement.			
3. Acknowledge and agree that this Direct Debit Authority: a. applies to both the Current Rate Year and Future Rate Years; and b. will remain in force and will only be cancelled, deferred or otherwise altered in accordance with the City of Rockingham Rates Agreement.			
Commencement date for Current and Future Rate Years: the due date for the payment of the Rates pursuant to the Rates Notice issued by the City of Rockingham for that Rate Year.			
Total Amount to be debited for Current and Future Rate Years: the amount for each Rate Year as calculated by the City of Rockingham pursuant to the City of Rockingham Rates Agreement			
SIGN HERE Authorised Signatory to the account			Date Signed