



Easier Way to Pay

Rates Smoothing

The City has introduced additional ways to pay your rates. With Rates Smoothing you can spread the cost of your annual rates account over weekly, fortnightly or monthly equal direct debit instalments.

Your rates will be paid in full before the end of each financial year with smaller, more manageable payments. Better still, you can also Rates Smooth straight from your credit card at no extra cost. You can still choose to pay your rates in full to go into the prize draw for a cash prize, or pay in two or four instalments across the year.



So how do I rates smooth?

Complete the Direct Debit Authority section, sign where indicated, then return the Agreement in the Reply Paid envelope to the City by **11 August 2023** in time for payments to begin on **18 August 2023**.

If the form is not received by this date, unfortunately Rates Smoothing will not be available. Rates Smoothing will automatically continue for future years until you request that the arrangement is cancelled.

For more information, telephone the City on **9528 0333**.

A copy of the Terms and Conditions is available online at www.rockingham.wa.gov.au/rates-smoothing



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 to the Ratepayer by the City which at the date of this agreement is 10%;
 - (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 The instalment amount is calculated by adding together the Rates and interest of 5.5% based on the number and frequency of instalments being made under the Direct Debit and divided by the number of proposed instalments.**
- 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 Last Payment Date in each Rate Year 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 on either a weekly, fortnightly or monthly basis.**

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.**
- 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).

Please turn over for more terms



A full copy of the Terms and Conditions is available online at www.rockingham.wa.gov.au/rates-smoothing



www.rockingham.wa.gov.au



Please detach this section and mail back to us

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 write and send by ordinary post 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.

Last Payment Date means the end of the payment schedule.

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.

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 signed document 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 Direct Debits are only extracted on Fridays. If the Friday is a public holiday, the Direct Debit will be extracted the day before.