

Direct Debit Arrangement

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) late payment interest of 8% per annum from 31/12/2020 will accrue over the payment period.;
- (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 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) the rates must be finalised by the end of the financial year in which the agreement is made

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 and execute a new Direct Debit Authority if the account is changed.

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

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

6.2 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.

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

- (a) a greater amount than 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 than the City will direct the Ratepayer's financial institution to increase the next payment due to pay the shortfall.

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

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

7. Privacy of Information

7.1 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.

7.2 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).

8. How Do We Contact Each Other

8.1 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.

Please turn over for more terms

8.2 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.

9. 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 this 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 current financial year.

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.

10. How Do I Request Payment of Rates Under This Agreement

10.1 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.

10.2 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 writing.

10.3 Direct Debits are only extracted on Fridays.

If the Friday is a public holiday, the Direct Debit will be extracted the day before.

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	Full Name
2020/2021			
Rates Direct Debit Authority			
Details of account to be debited: 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.		Frequency: (elect frequency of payments) <input type="checkbox"/> WEEKLY <input type="checkbox"/> FORTNIGHTLY <input type="checkbox"/> MONTHLY Start Date / / Amount to be debited \$	
Option One Direct Debit Payment Account in the name of:		Customer's details in full I / We: Postal Address: Assessment Number: Email address (Required) Home/Mobile No (Required):	
Bank:	Branch:	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. will remain in force and will only be cancelled, deferred or otherwise altered in accordance with the City of Rockingham Rates Agreement.	
BSB:	Account No:		
Option two Credit Card Payment Account No: Expiry: /		SIGN HERE Authorised Signatory to the account Date Signed	