

Weekly and Fortnightly Direct Debit Request Service Agreement Terms and Conditions (City of Cockburn ACPA ID 425945)

1. What Am I Agreeing to Pay

- a. City imposed rates, charges and Emergency Services Levy (ESL);
- b. Brought forward / arrears balances from prior financial years;
- c. Applicable penalty interest calculated on unpaid amount. As part of Council's Covid-19 relief package, no interest will be charged for the 2020/2021 financial year;
- d. Cost of the option being interest of 3.5% per annum calculated within the cost of the option. As part of Council's Covid-19 relief package, no interest will be charged for the 2020/2021 financial year;
- e. Any costs incurred by the City as a result of the ratepayer failing to perform their obligations under this agreement. A \$15.00 administration fee applies for dishonoured payments. As part of Council's Covid-19 relief package, no administration fees will be charged for the 2020/2021 financial year;
- f. Any charges imposed by the City's bank in relation to the Direct Debit Authority. As part of Council's Covid-19 relief package these charges will not apply for the 2020/2021 financial year;
- g. Any charges imposed by the ratepayer's financial institution in relation to the Direct Debit Authority;
- h. The payment amount is calculated by adding together rates, charges, levies and estimated interest based on the number and frequency of payments being made under the Direct Debit Authority and divided by the number of proposed payments.
- i. The City of Cockburn reserves the right to alter direct debit amounts to cover any:
 - a) Increase or decrease in rates;
 - b) Additional interest, costs, levies or charges payable by the ratepayer to the City;A confirmation letter providing 10 days' notice will be sent advising of the revised amount.
- j. This agreement applies to current and future rating years until the ratepayer notifies the City in writing that the Direct Debit Authority is to no longer apply.

2. How do I Pay the Rates

- a. The ratepayer will pay:
 - a) Applicable rates, charges and levies by direct debit (cheque / savings account only) to the City on each payment day; and
 - b) In full by the last payment date in each rating year to which this agreement applies.
- b. The ratepayer authorises payments to be made in accordance with the Direct Debit Authority and will not cancel the Direct Debit Authority until all applicable rates, charges and levies due under this agreement have been paid in full.
- c. The ratepayer may authorise payments on either a weekly or fortnightly basis on Fridays only. If the Friday falls on a public holiday, it will be processed on the following working day. The ratepayer must ensure sufficient cleared funds are available in the nominated bank account the working day before and three business days after each payment is due.

3. How do I Change My Direct Debit

- a. The ratepayer must notify the City in writing of any change to account details and execute a new Direct Debit Authority.
- b. To change the frequency of a Direct Debit Authority the ratepayer must notify the City's Rates Department in writing of the changes requested.
- c. 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 payment amount.
- d. 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.
- e. Written advice needs to be received by midday on the Wednesday of the payment week for amendments to take effect. The City of Cockburn will advise if changes cannot occur within this timeframe.

4. What Are My Responsibilities

- a. The ratepayer has checked with the financial institution that direct debit is available from the nominated account. Direct Debit transactions are not available on all accounts offered by financial institutions.
- b. The ratepayer must ensure that the account details including the BSB and account numbers provided to the City are correct.
- c. The ratepayer must ensure that there are sufficient cleared funds available in the account to allow each direct debit payment to be made on the payment date. The ratepayer must ensure sufficient cleared funds are available in the nominated bank account the working day before and three business days after each payment is due.
- d. If there are insufficient cleared 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 request the City to increase a future direct debit payment to account for the missed payment.
- e. The ratepayer should check their financial records to verify that the amounts debited from the nominated account are correct.
- f. If a direct debit fails due to insufficient funds or stopped payments, an administrative charge of \$15.00 will apply and will be debited to the ratepayers rate account. As part of Council's Covid-19 relief package, no administrative charge will be charged for the 2020/2021 financial year;
- g. Paying the account in full does not mean the direct debit will cease. The ratepayer must request cancellation of the direct debit providing the City with at least 7 days notification in writing.
- h. Agreeing to this payment option means that your direct debit payment amount will be adjusted accordingly to ensure that the account is cleared before the end of each financial year. This means that the payment amount will automatically change each year to the new amount stated on the annual rate notice.

5. What Happens if I am Unable to Make Payment

- a. If the ratepayer is unable to make a payment pursuant to this agreement the ratepayer must contact the City's Rates Department by midday on the Wednesday of the payment week for a deferment of the payment to take effect.

- b. If a payment is deferred the ratepayer must arrange for the due payment to be made by another method or request the City to increase a future direct debit payment to account for the deferred payment.
- c. If no alternate arrangement or payment has been made for the deferred payment within 7 days after the payment due date the City may by notice in writing demand immediate payment of the balance and all other payments due under this agreement.
- d. The ratepayer may terminate (cancel) this agreement at any time by providing the City with at least 7 days notification in writing.
- e. If either party (ratepayer or City) cancels the direct debit arrangement then full payment including penalty interest and charges is required immediately. Legal action may commence without further notice.
- f. Any overdue balances due to dishonours or stopped payments will accrue penalty interest at the rate of 7% per annum. Interest is not applicable to fully entitled pensioners or seniors. As part of Council's Covid-19 relief package, no interest will be charged for the 2020/2021 financial year;
- g. If a direct debit amount payable under this agreement fails on a total of two (2) occasions during the rating year for any reason the City may by notice in writing cancel this agreement and demand immediate payment of the balances of rates and all other charges and levies due under this agreement.

6. Disputes

- a. If the ratepayer believes there has been an error in the direct debit payment deducted the City's Rates Department should be contacted as soon as possible on 08 9411 3467.
- b. Notification of a disputed direct debit payment will be investigated. Advice of the outcome will be issued within seven (7) working days. The ratepayer should also contact their financial institution direct.
- c. The ratepayer may be entitled to a refund if a direct debit payment has been deducted in error.

7. Please be aware that

- a. Rate accounts MUST be cleared by the last payment date specified on the annual rate notice.
- b. Direct debiting through Bulk Electronic Clearing System (BECS) is not available on all types of accounts.
- c. The ratepayer should contact the relevant bank / financial institution before completing the Direct Debit Authority.
- d. The City will give the ratepayer fourteen (14) days of notice for any changes to the Terms and Conditions.
- e. The City accepts no responsibility for correspondence not being received, being received late due to postal delays, or for being illegible.

8. Privacy of Information

- a. 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 the information.
- b. 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:

- i. To the extent specifically required by law
- ii. For the purposes of this agreement (including disclosing information in connection with any query or claim)

9. To Notify the City About Anything Relating to This Agreement, the Ratepayer Should:

- a. Write and send an email to rates@cockburn.wa.gov.au
- b. Write and mail to City of Cockburn, PO Box 1215, Bibra Lake DC, WA 6965
- c. Write and deliver to City of Cockburn, 9 Coleville Crescent, SPEARWOOD WA 6163