

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

1. All changes relating to SmartRates instalments including amendment, deferment or cancellation must be made in writing.
 - Written advice needs to be received by midday on the Wednesday of the payment week. Any changes required to the City of Cockburn via:
 - Mail P O Box 1215, Bibra Lake DC WA 6965 or;
 - Email rates@cockburn.wa.gov.au or;
 - Fax 08 9411 3333
 - Please allow up to five (5) working days for amendments to take effect. The City of Cockburn will advise if changes cannot occur within this timeframe.
 - If either party (ratepayer or City) cancels the SmartRates instalment option then full payment including penalty interest and charges is required immediately. Legal action may commence without further notice if full payment is not received.
2. Direct debit only available for cheque/savings accounts.
3. Your obligations:
 - It is your responsibility to ensure that there are sufficient clear funds in your nominated account to allow a debit payment to be made in accordance with the SmartRates Direct Debit Request.
 - You should check your bank statement to verify that the amounts debited from your nominated account are correct.
 - If the Friday falls on a public holiday, it will be processed on the following working day. Please ensure sufficient cleared funds are available in your nominated bank account the working day before and three business days after each payment is due.
4. For rejected transactions, the following will apply:
 - In the event of two (2) rejected payments, the City will cancel the SmartRates instalment option. If the account is not paid in full, or another direct debit arrangement entered into, the City may commence legal recovery without further notice.
 - If a further direct debit arrangement is commenced and another two (2) rejected payments occur, then no further direct debit payment arrangements will be made for that financial year. Full payment will be required or legal recovery may commence without further notice.
 - The return/dishonour fee for a rejected direct debit is \$15.00 per rejection.

5. Interest :

- Interest of 3.5% is calculated within the option costs. 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

6. Amendments to payment amounts by the City:

- Agreeing to SmartRates 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 rates notice
- The City of Cockburn reserves the right to alter direct debit payment amounts upon Interim Notices being issued. A confirmation letter providing 10 days' notice will be sent advising of the revised amount.

7. Disputes:

- If you believe that a direct debit payment has been deducted from your account incorrectly, please contact the Rates Services team on 08 9411 3444.
- Notification of a disputed direct debit payment will be investigated. Advice of the outcome will be issued within seven (7) working days. You may also need to contact your financial institution.
- You will be entitled to a refund if a direct debit payment has been deducted from your bank in error.

8. Please be aware that:

- Rate accounts MUST be cleared by the SmartRates date specified on the annual rate notice.
- Direct debiting through Bulk Electronic Clearing System (BECS) is not available on all types of accounts.
- If you have any queries, please contact your relevant Bank / Financial Institution before completing the direct debit request.
- The City will give you fourteen (14) days of notice for any changes to the Terms and Conditions.
- The City accepts no responsibility for correspondence not being received, being received late due to postal delays, or for being illegible.