

## Direct Debit Request Service Agreement

This is your Direct Debit Service Agreement with **City of Mandurah, User Id 126205 and ABN 43 188 356 365** (the Debit User). It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider.

Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

### Definitions

<b>Direct Debit Request</b>	means the <u>written or online request between us and you</u> to debit funds from your account.
<b>Your Financial Institution</b>	means the financial institution at which you hold the <u>account</u> is maintained you have authorised us to debit.
<b>Account</b>	means the account held at <u>your financial institution</u> from which <u>we</u> are authorised to arrange for funds to be debited.
<b>Agreement</b>	means this Direct Debit Request Service Agreement between <u>you</u> and <u>us</u> .
<b>Banking Day</b>	means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.
<b>Debit Day</b>	means the day that payment by <u>you</u> to <u>us</u> is due.
<b>Debit Payment</b>	means a particular transaction where a debit is made.
<b>You</b>	means the customer who has authorised the <i>Direct Debit Request</i> .
<b>Us or We</b>	means the <b>City of Mandurah</b> , (the Debit User) <u>you</u> have authorised by requesting a <i>Direct Debit Request</i> .
<b>Finalised account</b>	means when all monies are paid in full including any penalty interest

<b>Debiting your account</b>	<p>1.1 By submitting a <i>Direct Debit Request</i>, <u>you</u> have authorised <u>us</u> to arrange for funds to be debited from <u>your account</u>. The <i>Direct Debit Request</i> and this <i>agreement</i> set out the terms of the arrangement between <u>us</u> and <u>you</u></p> <p>1.2 We will only arrange for funds to be debited from <u>your account</u> as authorised in the <i>Direct Debit Request</i>.</p> <p>or</p> <p>We will only arrange for funds to be debited from your account if we have sent to the email / address nominated by you in the Direct Debit Request, a billing advice which specifies the amount payable by you to us and when it is due.</p> <p>1.3 If the <i>debit day</i> falls on a day that is not a <i>banking day</i>, we may direct <u>your financial institution</u> to debit <u>your account</u> on the following <i>banking day</i>. If <u>you</u> are unsure about which day <u>your account</u> has or will be debited <u>you</u> should ask <u>your financial institution</u>.</p>
<b>Amendments by us</b>	<p>1.4 We may vary any details of this agreement or a Direct Debit Request at any time, by:</p> <p>i. Giving you at least <b>Thirty (30) days written notice</b> sent to the preferred email/address you have given us in the Direct Debit Request</p> <p>1.5 The Direct Debit payments <u>may be</u> processed <b>up to six (6) days after</b> the specified date</p> <p>i. If this occurs, the City of Mandurah's dishonour fee will be waived.</p> <p>However, if a customer receives, from their Bank, a dishonour/overdrawn fee, this will NOT be reimbursed by the City of Mandurah as funds should be made available <b>as per</b> the Direct Debit Request Service Agreement <b>Your Obligations 4.1</b></p>

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<b>How to cancel and/or change direct debits</b>	<p><i>You can:</i></p> <ul style="list-style-type: none"> <li>(a) cancel or suspend the Direct Debit Request; or</li> <li>(b) change, stop or defer an individual debit payment at any time by giving at least <b>14 days'</b> notice in writing by the bank account holder. If in a joint account, both signatures are required.</li> </ul> <p><b>Please contact City of Mandurah Rates Department via email <a href="mailto:rates@mandurah.wa.gov.au">rates@mandurah.wa.gov.au</a> or by telephoning us on 08 9550 3745 during business hours for general enquiries. You can also contact your own financial institution, which must act promptly on your instructions.</b></p>
<b>Default and Payment Arrangements fees</b>	<p>An administration fee of \$25.00 will be applied to your Rates &amp; Charges account if agreed to a payment arrangement.</p> <p>If a payment dishonours, a fee of \$0.55 fee will be applied, and the missed payment is required to be paid in full within 14 days</p> <p>If there are <b>3</b> direct debit defaults/dishonours (within the financial year), the direct debit will be cancelled and full payment is required. This also applies to Rates Smoothing which starts in April through to March. You will not be permitted to recommence a new direct debit for 12 months. Also, this may result in legal action being taken without further notice for the full recovery of all monies including any associated legal costs.</p> <p>Penalty interest at the rate of 7% per annum will apply to an overdue balance of Rates and Charges. (Note: for those assessments with an eligible rebate holder (Pensioner/Senior) the interest charges do not apply).</p> <p>Payment arrangement direct debits should be worked out to be completed before the end of June. Those going over this time period will require approval – please contact City of Mandurah for information</p>
<b>Your Obligations</b>	<ul style="list-style-type: none"> <li>4.1 It is <b><i>your responsibility</i></b> to ensure that there are sufficient clear funds available in <i>your account</i> to allow a <i>debit payment</i> to be made in accordance with the <i>Direct Debit Request</i>.</li> <li>4.2 If there are insufficient clear funds in <i>your account</i> to meet a <i>debit payment</i>:             <ul style="list-style-type: none"> <li>(a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>;</li> <li>(b) <i>we</i> may charge you reasonable costs incurred by us on account of there being insufficient funds; and</li> <li>(c) <i>you</i> must arrange for the <i>debit payment</i> to be made by another method or arrange for sufficient clear funds to be in <i>your account</i> by an agreed time so that <i>we</i> can process the <i>debit payment</i>.</li> </ul> </li> <li>4.3 <i>You</i> should check <i>your account</i> statement to verify that the amounts debited from <i>your account</i> are correct.</li> </ul>
<b>Dispute</b>	<ul style="list-style-type: none"> <li>5.1 If you believe that there has been an error in debiting <i>your account</i>, <i>you</i> should notify us directly on 08 9550 3745 or <a href="mailto:rates@mandurah.wa.gov.au">rates@mandurah.wa.gov.au</a>. Alternatively, you can contact your financial institution for assistance.</li> <li>5.2 If we conclude as a result of our investigations that <i>your account</i> has been incorrectly debited <i>we</i> will respond to <i>your</i> query by arranging within a reasonable period for <i>your financial institution</i> to adjust <i>your</i> account (including interest and charges) accordingly. We will also notify you in writing of the amount by which <i>your account</i> has been adjusted.</li> <li>5.3 If we conclude as a result of our investigations that <i>your account</i> has not been incorrectly debited <i>we</i> will respond to <i>your</i> query by providing <i>you</i> with reasons and any evidence for this finding in writing.</li> </ul>

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<b>Accounts</b>	<p>You should check:</p> <ul style="list-style-type: none"> <li>(a) with <i>your financial institution</i> whether direct debiting is available from <i>your account</i> as direct debiting is not available on all accounts offered by financial institutions.</li> <li>(b) <i>your account details</i> which <i>you</i> have provided to <i>us</i> are correct by checking them against a recent <i>account statement</i>; and</li> <li>(c) with <i>your financial institution</i> before completing the <i>Direct Debit Request</i> if <i>you</i> have any queries about how to complete the <i>Direct Debit Request</i></li> </ul>
<b>Confidentiality</b>	<p>7.1 We will keep any information (including <i>your account details</i>) in <b><i>your Direct Debit Request confidential</i></b>. We will make reasonable efforts to keep any such information that we have about <i>you</i> secure and to ensure that any of <i>our</i> employees or agents who have access to information about <i>you</i> do not make any unauthorised use, modification, reproduction or disclosure of that information.</p> <p>7.2 We will only disclose information that we have about <i>you</i>:</p> <ul style="list-style-type: none"> <li>(a) to the extent specifically required by law; or</li> <li>(b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).</li> </ul>
<b>Completing Direct debit/PA Arrangement</b>	<p>If the direct debit or payment arrangement applications have not been signed or completed correctly, this form will <b><u>NOT</u></b> be accepted &amp; will be returned to you via email or post.</p>
<b>Contacting each other</b>	<p>8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to:</p> <p style="text-align: center;"><b>City of Mandurah</b>  <b>Email: <a href="mailto:rates@mandurah.wa.gov.au">rates@mandurah.wa.gov.au</a></b>  <b>Phone number: 08 9550 3745</b></p> <p>8.2 We will notify <i>you</i> by sending a notice to the preferred address or email <i>you have provided us</i> in the <i>Direct Debit Request</i>.</p> <p style="text-align: center;">Any notice will be deemed to have been received on the second <i>banking day</i> after sending.</p>