

This is your Direct Debit Service Agreement with **City of Perth, user ID 301321 & ABN 83780118628**. 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

account means the account held at *your financial institution* from which we are authorised to arrange for funds to be debited.

agreement means this Direct Debit Request Service Agreement between *you* and *us*.

banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

debit day means the day that payment by *you* to *us* is due.

debit payment means a particular transaction where a debit is made.

direct debit request means the Direct Debit Request between *us* and *you*.

us or **we** means **City of Perth**, (the Debit User) *you* have authorised by requesting a *Direct Debit Request*.

you means the customer who has signed or authorised by other means the *Direct Debit Request*.

your financial institution means the financial institution nominated by *you* on the DDR at which the *account* is maintained.

1. Debiting your account

- 1.1 By signing a *Direct Debit Request* or by providing *us* with a valid instruction, *you* have authorised *us* to arrange for funds to be debited from *your account*. *You* should refer to the *Direct Debit Request* and this *agreement* for the terms of the arrangement between *us* and *you*.
 Direct debit request forms must be received at the City of Perth within a minimum of seven (7) days prior to the due date for payment of rates, if the direct debit is to apply for that financial year
- 1.2 We will only arrange for funds to be debited from *your account* as authorised in the *Direct Debit Request* on the due date shown on your rates notice.
- 1.3 If the *debit day* falls on a day that is not a *banking day*, we may direct *your financial institution* to debit *your account* on the following *banking day*. If *you* are unsure about which day *your account* has or will be debited, *you* should ask *your financial institution*.

2. Amendments by us

- 2.1 We may vary any details of this *agreement* or a *Direct Debit Request* at any time by giving *you* at least thirty (30) days written notice.

<p>3. Amendments by you</p>	<p>3.1 You may change*, stop or defer a debit payment, or terminate (cancel) this agreement at any time by providing us with at least 14 days notification (The City of Perth will advise if longer is required) by writing to:</p> <p>City of Perth, GPO Box C120, Perth WA 6839</p> <p><i>or</i></p> <p>rates@cityofperth.wa.gov.au</p> <p><i>or</i></p> <p>arranging it through your own financial institution, which is required to act promptly on your instructions.</p> <p>*Note: in relation to the above reference to 'change', your financial institution may change your debit payment only to the extent of advising us City of Perth of your new account details.</p>
<p>4. Your obligations</p>	<p>4.1 It is <i>your</i> responsibility to ensure that there are sufficient clear funds available in <i>your</i> account to allow a <i>debit payment</i> to be made in accordance with the <i>Direct Debit Request</i>.</p> <p>4.2 If there are insufficient clear funds in <i>your account</i> to meet a <i>debit payment</i>:</p> <ul style="list-style-type: none"> a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>; b) <i>you</i> may also incur fees or charges imposed or incurred by <i>us</i>; and 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>. <p>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.</p> <p>4.4 For returned unpaid transactions, the following procedures or policy will apply:</p> <ul style="list-style-type: none"> a) The Ratepayer will be contacted by the City of Perth and advised to make payment immediately. b) In the event this occurs too often the City of Perth will cancel the agreement and commence normal legal proceedings. <p>Fees and charges: Any other fees or increases in fees incurred by the City of Perth will be passed on at cost</p>
<p>5. Disputes</p>	<p>5.1 If you believe there has been an error in debiting <i>your account</i>, <i>you</i> should notify us directly on (08) 9461 3296 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively, you can take it up directly with your financial institution.</p> <p>5.2 On receipt of advice of any dispute the issues will be addressed, and you will be advised of the outcome issued within seven (7) working days. If you do not receive a satisfactory outcome contact your Financial Institution.</p> <p>5.3 If <i>we</i> conclude as a result of our investigations that <i>your</i> account has been incorrectly debited, <i>we</i> will respond to <i>your</i> query by arranging for <i>your financial institution</i> to adjust <i>your</i> account (including interest and charges) accordingly. <i>We</i> will also notify you in writing of the amount by which <i>your account</i> has been adjusted.</p>

	<p>5.4 If we conclude as a result of our investigations that <i>your account</i> has not been incorrectly debited, we will respond to <i>your</i> query by providing <i>you</i> with reasons and any evidence for this finding in writing.</p>
6. Accounts	<p><i>You</i> should check:</p> <ul style="list-style-type: none"> a) with <i>your financial institution</i> whether direct debiting is available from <i>your account</i> as direct debiting is not available through BECS on all accounts offered by financial institutions. b) <i>your</i> account details which <i>you</i> have provided to us are correct by checking them against a recent <i>account</i> statement; and 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>.
7. Confidentiality	<p>7.1 We will keep any information (including <i>your account</i> details) in <i>your Direct Debit Request</i> confidential. 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"> a) to the extent specifically required by law; or b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).
8. Notice	<p>8.1 If <i>you</i> wish to notify us in writing about anything relating to this <i>agreement</i>, you should write to:</p> <p>City of Perth, GPO Box C120, Perth WA 6839</p> <p>Or</p> <p>rates@cityofperth.wa.gov.au</p> <p>8.2 We may send notices either electronically to your email address or by ordinary post to the address <i>you</i> have given us.</p> <p>8.3 If sent by mail, communications are taken to be received on the day they would be received in the ordinary course of post.</p>

This form is available in alternative languages and formats on request