



CITY OF VINCENT

# **DIRECT DEBIT REQUEST AND SERVICE AGREEMENT (DDRSA)**





**Complete online form or download the pdf ensuring all fields are completed and signed.**

The terms and conditions forms part of the Direct Debit Request and Service Agreement and should be read carefully and in conjunction with each other. Please keep this Agreement for future reference.

Return signed document to the City of Vincent by mail to: City of Vincent, **PO Box 82, Leederville WA 6902** or email at: [rates@vincent.wa.gov.au](mailto:rates@vincent.wa.gov.au) or in person at the Administration Building at: **244 Vincent Street, Leederville.**

## DIRECT DEBIT REQUEST (DDR)

**Request and Authority to debit account:**

RATEPAYER DETAILS			
Surname or company name:			
Given names or ABN/ACN:			
Property address:		Assessment number*: (*located on your rates notice)	
Postal address:			
Email address:			
Phone number:			
The best way for us to write to you is by using the above:	<input type="radio"/> email	<input type="radio"/> or address	please tick relevant box

DETAILS OF ACCOUNT AND AMOUNT TO BE DEBITED			
Note: Direct debits are only available on a cheque or savings account. If in doubt, check with your financial institution.			
Account name:			
Bank:		Branch:	
BSB:		Account No:	





### PAYMENT OPTION: (ELECT FREQUENCY OF PAYMENTS)

Note: Refer to your latest annual rate notice for information that will assist you with this selection.

<input type="radio"/>	Pay in full on the due date (as per the amount and due date specified on the annual rates notice)	<input type="radio"/>	Pay by instalments on the due dates (as per the amounts and due dates specified on the annual rates notice)
<input type="radio"/>	Pay by Rates Smoothing weekly (Fridays) (as per the amount and due date specified on the annual rates notice)	<input type="radio"/>	Pay by Rates Smoothing fortnightly (Fridays) (as per the amount and due date specified on the annual rates notice)
<input type="radio"/>	Pay by Rates Smoothing monthly (Fridays) (as per the amount and due date specified on the annual rates notice)		

### SPECIAL PAYMENT ARRANGEMENT

Available by special application for financial hardship, subject to approval by the City.

<input type="radio"/>	Weekly (Fridays)	<input type="radio"/>	Fortnightly (Fridays)
<input type="radio"/>	Monthly (Fridays)		
Start date:		End date:	
Periodic amount:	\$		

### CONTINUE PAYMENTS

elect one of the options below

<input type="radio"/>	Yes, until further notice	<input type="radio"/>	No, provide end date:
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## Confirmation and Authorisation

I/We (the undersigned) hereby:

- Authorise and request the City of Vincent (user ID 609648) to arrange, through its own financial institution, a debit to my/our nominated account of any amount the City of Vincent has determined as payable by me/us pursuant to the Local Government Act 1995 (WA) (Act);
- Acknowledge and agree that this debit or charge will be made through the bulk electronic clearing system (BECS) from my/our account held at the financial institution I/we have nominated and will be subject to the terms and conditions of the Agreement; and
- Acknowledge and agree that this Direct Debit Authority will remain in force and will only be cancelled, deferred or otherwise altered in accordance with this Agreement or until such time as I/we notify the City of Vincent in writing that:

Signed in accordance with the account authority on my/our account.

I/We understand and agree:

- a) to the terms and conditions contained in this Agreement; and
- b) that by signing this Agreement, I/we authorise the City of Vincent to arrange for funds to be debited from my/our account.

### IF AN INDIVIDUAL – SIGN HERE

Authorised signatory to the account		Authorised second signatory to the account (if required)	
Sign here:		Sign here:	
Name in full:		Name in full:	
Date signed:		Date signed:	

### IF A COMPANY WITH MORE THAN ONE DIRECTOR/SECRETARY INSERT COMPANY DETAILS AND SIGN HERE

Executed by:		Pty Ltd ACN:		in accordance with section 127 of the Corporations Act 2001 (Cth).
Position held: Director		Position held: Other Director/Secretary		
Sign here:		Sign here:		
Name in full:		Name in full:		
Date signed:		Date signed:		

### IF A SOLE DIRECTOR/SECRETARY COMPANY – INSERT COMPANY DETAILS AND SIGN HERE

Executed by:		Pty Ltd ACN:		in accordance with section 127 of the Corporations Act 2001 (Cth).
Position held: Sole Director and Secretary				
Sign here:		Sign here:		
Name in full:		Name in full:		
Date signed:		Date signed:		





## DIRECT DEBIT REQUEST SERVICE AGREEMENT

**This is your Direct Debit Request and Service Agreement (Agreement) with City of Vincent (City), user ID 609648 & ABN 62191132542 (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 read carefully before signing this Agreement Terms and Conditions (*Section 6.49 of the Local Government Act 1995*)

- The City will continue the direct debit arrangement as specified in this Agreement until notified otherwise by the ratepayer (you).
- Late payment penalty interest will accrue at 11 per cent per annum calculated daily on overdue balances. Interest will not apply when rates are paid in full, paid by the instalment options and paid by rates smoothing on their due dates (as set out in your annual rates notice). Interest will not apply to assessments with an eligible rebate holder (pensioner/senior).
- Direct debits are only processed on Fridays. All payments will be processed on their due date as specified in your annual rates notice. If a due day falls on a day that is a non-business day, we may direct your financial institution to debit your account on the following business day. If you are unsure about which day your account has or will be debited you should ask your financial institution.
- By submitting this agreement, you have authorised us to arrange for funds to be debited from your account in accordance with the terms and conditions contained in this Agreement.
- Upon the City receiving an executed copy of the Agreement from you, you are deemed to have read and agreed to all the terms and conditions contained in the Agreement.
- The City will confirm receipt and acceptance of your Agreement by executing the Agreement and notifying you in writing.
- Any fees or charges incurred by the City and associated with rejected payments will be on-charged at cost to you. This charge will vary depending on your nominated financial institution.
- If three payments are rejected consecutively, the City may terminate this Agreement. If this occurs, the City requires you to pay your account in full immediately (including any interest accrued on any outstanding amount) or enter into an alternative payment arrangement. The City may commence debt collection action if your account remains unpaid.
- If you request a change in the frequency of the payments made under this Agreement, the City will recalculate the total amount of rates and interest (if applicable) payable and notify you of the amended payments and dates.
- A request to change your payment frequency will only be 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 due date.
- If the City delays in enforcing the terms of this Agreement or gives you additional time to pay, that delay and/or extension of time is not a waiver of the City's rights to enforce any provision of this Agreement and the City at all times reserves its rights.
- The City may send notices electronically to your email address (as last notified by you) or by ordinary post to the address you have given us. If sent by mail, communications are taken to be received three business days after the date of postage.

### Pay in full – annual payment

- The City will deduct the payment on the due date as specified on your annual rates notice.

### Pay by instalments – four instalments

- The City will deduct the instalment payments on the due date as specified on your annual rates notice.
- Refer to your current rates notice for the instalment amounts.

### Pay by Rates Smoothing – weekly, fortnightly or monthly

- The City will deduct the weekly, fortnightly or monthly payments on the due date as specified on your annual rates notice and rates smoothing timetable.
- Refer to your current rates notice for the weekly, fortnightly or monthly amounts.

### **Pay by Special Payment Arrangement – weekly, fortnightly or monthly**

- The Direct Debit Request may authorise payments on either a weekly, fortnightly or monthly basis.
- The outstanding balance must be paid in full by the end of the financial year.
- Payment arrangements extending beyond the financial year will require additional approval and will be considered in the case of financial hardship. Additional information will be required in order to assess and provide approval.
- An annual administration fee applies to special payment arrangements. The administration fee is as stated in the City's Fees and Charges Schedule (a copy of which can be found at: [vincent.wa.gov.au/council/publications/fees-charges.aspx](http://vincent.wa.gov.au/council/publications/fees-charges.aspx)).

### **Your commitment to the City – amendments/rejections/ cancellations**

- As direct debiting is not available via BECS on all accounts offered by financial institutions, it is your responsibility to check with your financial institution whether direct debiting is available from your account.
- You must ensure that the account details, including the BSB and account numbers, which are provided to the City are correct. If in doubt, you must confirm these details with your financial institution.
- You should check your account statement on a regular basis to verify the amounts debited from your account are correct.
- If you believe there has been an error in debiting your account, you should notify the City or alternatively, you can contact your financial institution for assistance which they will act promptly on your instruction.
- All requests for amendments, cancellations or disputes/ queries (including in respect of any amount debited) are required to be made in writing:
  - a) by post to: **City of Vincent, PO Box 82, Leederville WA 6902**
  - b) via email to: [mail@vincent.wa.gov.au](mailto:mail@vincent.wa.gov.au)
  - c) by hand delivery: **City of Vincent, 244 Vincent Street, Leederville**, and should outline the request/issue and provide your name, assessment number (located on your rates notice) and current contact details.
- You must provide the City with no less than 30 days' written notice of any changes to your account or frequency of your direct debit payments. You will be required to execute a new Agreement if any details have changed.
- Amendments or changes to your Agreement or payment frequencies may take up to 30 days (from the date the request is received by the City) to take effect. Alternatively, you can contact your financial institution for assistance. The City will advise you if extra time is required to process your request.
- You must ensure that there are sufficient cleared funds available in your nominated account to allow each direct debit payment to be made on the relevant due date.
- You agree to pay any costs incurred by the City if there are insufficient cleared funds in your nominated account to meet any direct debit payment(s).
- If a direct debit payment is rejected the City will notify you and you must either arrange for payment to be made by another method or for sufficient cleared funds to be deposited into your nominated account by an agreed time so that City can process the debit payment.
- If you are unable to make a payment pursuant to the terms of this Agreement you must contact the City's Rates team, prior to the payment becoming due, to change your payment arrangement. If an alternative arrangement has not been made with the City for payment and:
  - a) you fail to pay any amount payable under this Agreement when it falls due and do not make that payment (by an alternative means) within seven days after the due date; or
  - b) you cancel or change the authorisation to direct debit (including via your financial institution) without notice to the City; or
  - c) a direct debit of an amount payable under this Agreement fails on a total of three occasions during any one financial 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.



### The City's commitment to you – amendments/rejections/cancellations

- The City will only arrange for funds to be debited from your account if we have sent you (to the address last notified by you) a rate notice which specifies the amount payable by you to the City and when it is due.
- The City will keep any information (including your bank account details) in this Agreement confidential and will ensure that employees or agents of the City who have access to this information do not make any unauthorised use, modification, reproduction or disclosure of that information. The City will only disclose information to the extent specifically required by law or for the purposes of this Agreement (including disclosing information in connection with any query or claim).
- The City will give 30 days' notice in writing to your preferred email or address (as last notified to the City) of the amount by which the account has been adjusted during a financial year to cover any increase or decrease in the rates or additional interest, costs or charges payable by you to the City. The City will issue written confirmation of the rejection should your nominated account reject the payment. The City will attempt to deduct the account up to three times. If a third attempt to deduct the payment fails, the City will terminate your Agreement and payment of any outstanding rates (and any other amount due under this Agreement) must be paid in full by you by an alternative method.
- The City will respond in writing to your query, providing reasons and any evidence if the City incorrectly debits your account.
- If your account has been incorrectly debited with a greater amount than owing on that particular due date, the City will credit the overpayment against the next payment due and direct your financial institution to adjust the next payment accordingly. If a lesser amount has been incorrectly debited the City will direct your financial institution to increase the next payment due to pay the shortfall. The City will notify you in writing of the amount by which your account has been adjusted.

### OFFICE USE ONLY

Executed on:	
Executed for the City of Vincent pursuant to delegated authority:	
Title of officer having delegated authority:	
Full name:	
Name of rates Officer entering data:	
Signed:	
Checked by:	
Signed:	