

## TOWN OF PORT HEDLAND DIRECT DEBIT REQUEST SERVICE AGREEMENT

## ABN 19 220 085 226

## **RATES AND CHARGES**

Paying by Direct Debit Service Agreement is a convenient and easy way to ensure your Council Rates and Service Charges are paid on time and late payment penalty charges are avoided. Town of Port Hedland directly debit instalment or alternative arrangement amounts from your account as agreed upon in this Agreement.

This is your Direct Debit Service Agreement with **TOWN OF PORT HEDLAND User Id 377838. ABN 19220 085 226.** 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.

## **TERMS & CONDITIONS**

Definitions	<ul> <li>Account means the account held at your financial institution from which we are authorized to arrange for funds to be debited.</li> <li>Agreement means this Direct Debit Request Service Agreement between you and us.</li> <li>Business day means a day other than Saturday, Sunday or a public holiday in Western Australia</li> <li>Debit day means the day that your payment is due to Council.</li> <li>Debit payment means a particular transaction where a debit is made.</li> <li>Us or we means the Town of Port Hedland</li> <li>You means the customer, who signed this agreement</li> <li>Your financial institution means the financial institution where the account is held, which we are authorized to arrange direct debits from.</li> </ul>			
1. Debiting your account	<ol> <li>By signing this direct debit service agreement, you have authorized Town of Port Hedland (ToPH) to debit funds from your nominated account.</li> <li>ToPH will only debit funds from your account as authorized in this agreement.</li> <li>If the debit day falls on a day that is not a business day, ToPH may direct your financial institution to debit your account on the following business day.</li> <li>This facility is not available for credit card accounts.</li> </ol>			
2. Changes to this agreement	<ul> <li>2.1 ToPH may vary any details of this agreement at any time giving at least (14) days written notice.</li> <li>2.2 You may change, cancel or defer a debit payment, or terminate this agreement by providing (14) days written notice to: Town of Port Hedland PO Box 41 Port Hedland WA 6721 council@porthedland.wa.gov.au</li> <li>or arranging it through your own financial institution, which is required to act promptly on your instructions.</li> </ul>			

3. Your obligations	3.1 It is your responsibility to ensure the account details on this agreement are correct.
g	3.2 It is your responsibility to ensure that there are sufficient funds available in your nominated bank account to allow a debit to be made in accordance with this agreement.
	<ul><li>3.3 If there are insufficient funds in your account to meet the direct debit payment</li><li>a) you may be charged a fee and/or interest by your financial institution</li><li>b) you will incur a dishonour fee by ToPH</li></ul>
	<ul> <li>c) you must arrange for the payment to be made by another method or arrange for sufficient funds to be in your account by an agreed date.</li> <li>3.4 It is your responsibility to check your account statement to verify that the amounts were debited from your account and are correct.</li> </ul>
4. Dispute	4.1 If you believe that there has been an error in debiting your account, you should notify ToPH directly on 08 9158 9300 and confirm this notice in writing with us as soon as possible so that the query can be resolved quickly.
	<ul> <li>4.2 If ToPH conclude as a result of investigations that your account has been incorrectly debited, we will refund the amount directly to you.</li> </ul>
	4.3 If we conclude that as a result of our investigations your account has not been incorrectly debited, we will respond to your query by providing reasons and any evidence for this finding.
	<ul> <li>4.4 Any queries you have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the mattee between us and you. If we cannot resolve the matter you can still refer to you financial institution, which may lodge a claim on your behalf.</li> </ul>
5. Accounts	<ul> <li>5.1 You should check:</li> <li>a) with your financial institution whether direct debit is available from your account.</li> <li>b) your account details, which you have provided to us on this agreement are correct.</li> </ul>
	<ul> <li>c) with your financial institution before completing this agreement if you have any queries relating to direct debit.</li> </ul>
6. Confidentiality	6.1 Any information provided in this agreement (including your bank account details) will be kept confidential. We will make reasonable efforts to keep any such information secure and to will ensure that any ToPH employees or agents who have access to this information do not make unauthorized use, modification, reproduction or disclosure of that information.
	<ul><li>6.2 We will only disclose information that we have about you:</li><li>a) to the extent specifically required by law, or</li><li>b) the purposes of this agreement (including disclosing information in connection with a query or claim).</li></ul>
7. Notice	7.1 If you wish to notify us in writing about anything relating to this agreement, your should write to Town of Port Hedland, PO Box 41, Port Hedland WA 6721 or contact us via email to <u>council@porthedland.wa.gov.au</u> .
	<ul> <li>7.2 We will notify you by sending correspondence in the ordinary post to the address shown on Town of Port Hedland's Rates database (and via email if an email address has been provided).</li> </ul>
	<ul><li>7.3 Any notice will be deemed to have been received two business days after it has been posted.</li></ul>

		Property, which this	
	OWN OF PORT HEDLAND	agreement relates to	
	RECT DEBIT REQUEST	-9	ASSESSMENT NUMBER
TOWITOT			
ABN 19 220 085 226			PROPERTY ADDRESS
Request and Authority to			
debit the account named	SURNAME OR COMPANY NAME	Tick arrangement type	FOUR INSTALMENT PLAN
in this agreement to pay Town of Port Hedland			Dates and amounts payable as per Town of Port Hedland's
Town of Fort Heuland			rate notice.
	GIVEN NAME OR CONTACT NAME		
			<ul> <li>ALTERNATIVE ARRANGEMENT Arrangement fee and interest charges apply.</li> </ul>
			As per below:
	Request and authorize Town of Port Hedland to arrange, through its		Develop logical sector of the
	own financial institution, a debit to your nominated account any amount		Regular Instalments of weekly / fortnightly / monthly.
	Town of Port Hedland has deemed payable by you.		Date of First instalment
	This debit or charge will be made through the Bulk Electronic Clearing		
	System (BECS) from <i>your</i> account held at the financial institution you	Insert your signature,	
	have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.	address, email address	SIGNATURE DATE
		and contact phone number	
Insert the name and			
address of financial institution at which the			ADDRESS
account is held			
	ADDRESS		PHONE DETAILS
			EMAIL ADDRESS
Insert details of account to be debited	NAME/S ON ACCOUNT	Please indicate	
			Owner or
			Occupier of property.
	BSB NUMBER		If occupier, please list owner of property:
	ACCOUNT NUMBER	Confirmation by Town of	
		Port Hedland	MANAGER FINANCIAL SERVICES, SIGNATURE
			DATE
			A copy of this fully signed agreement and a confirmation letter will be provided to you for your records.
Acknowledgement	By signing this Direct Debit Service Agreement you acknowledge		
	having read and understood the terms and conditions governing this agreement between the Town of Port Hedland and you.		
	The first debit may be made in accordance with the dates set out on		rect Debit Service Agreement. It will only be cancelled upon written
	Council's rate notice or as per the alternative arrangement.		ays' notice is received by the Town of Port Hedland. A Rates
			e off establishment fee and interest apply to DDR arrangements as
		per the Town of Port Hedland	d Fees and Charges Schedule.