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 19 220 085 226. 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

<table>
<thead>
<tr>
<th>Term</th>
<th>Meaning</th>
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<tbody>
<tr>
<td>Account</td>
<td>means the account held at your financial institution from which we are authorized to arrange for funds to be debited.</td>
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<tr>
<td>Agreement</td>
<td>means this Direct Debit Request Service Agreement between you and us.</td>
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<tr>
<td>Business day</td>
<td>means a day other than Saturday, Sunday or a public holiday in Western Australia</td>
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<tr>
<td>Debit day</td>
<td>means the day that your payment is due to Council.</td>
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<td>Debit payment</td>
<td>means a particular transaction where a debit is made.</td>
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<td>Us or we</td>
<td>means the Town of Port Hedland</td>
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<tr>
<td>You</td>
<td>means the customer, who signed this agreement</td>
</tr>
<tr>
<td>Your financial institution</td>
<td>means the financial institution where the account is held, which we are authorized to arrange direct debits from.</td>
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1. Debiting your account

1.1 By signing this direct debit service agreement, you have authorized Town of Port Hedland (ToPH) to debit funds from your nominated account.

1.2 ToPH will only debit funds from your account as authorized in this agreement.

1.3 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.

1.4 This facility is not available for credit card accounts.

2. Changes to this agreement

2.1 ToPH may vary any details of this agreement at any time giving at least (14) days written notice.

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

   or

   arranging it through your own financial institution, which is required to act promptly on your instructions.

3. Your obligations

3.1 It is your responsibility to ensure the account details on this agreement are correct.

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.

3.3 If there are insufficient funds in your account to meet the direct debit payment

   a) you may be charged a fee and/or interest by your financial institution
   b) you will incur a dishonour fee by ToPH
   c) you must arrange for the payment to be made by another method or arrangement for sufficient funds to be in your account by an agreed date.

3.4 It is your responsibility to check your account statement to verify that the amounts were debited from your account and are correct.

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.

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.

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.

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 matter between us and you. If we cannot resolve the matter you can still refer to your financial institution, which may lodge a claim on your behalf.

5. Accounts

5.1 You should check:

   a) with your financial institution whether direct debit is available from your account.
   b) your account details, which you have provided to us on this agreement are correct.
   c) with your financial institution before completing this agreement if you have any queries relating to direct debit.

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 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.

6.2 We will only disclose information that we have about you:

   a) to the extent specifically required by law, or
   b) the purposes of this agreement (including disclosing information in connection with a query or claim).

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 council@porthedland.wa.gov.au.

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).

7.3 Any notice will be deemed to have been received two business days after it has been posted.
TOWN OF PORT HEDLAND
DIRECT DEBIT REQUEST
ABN 19 220 085 226

Request and Authority to debit the account named in this agreement to pay Town of Port Hedland

SURNAME OR COMPANY NAME

GIVEN NAME OR CONTACT NAME

Request and authorize Town of Port Hedland to arrange, through its own financial institution, a debit to your nominated account any amount Town of Port Hedland has deemed payable by you.

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

Insert the name and address of financial institution at which the account is held

FINANCIAL INSTITUTION NAME

ADDRESS

Insert details of account to be debited

NAME/S ON ACCOUNT

BSB NUMBER

ACCOUNT NUMBER

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 Council’s rate notice or as per the alternative arrangement.

Property, which this agreement relates to

ASSESSMENT NUMBER

PROPERTY ADDRESS

Tick arrangement type

☐ FOUR INSTALMENT PLAN
Dates and amounts payable as per Town of Port Hedland’s rate notice.

☐ ALTERNATIVE ARRANGEMENT
Arrangement fee and interest charges apply.
As per below:

Regular Instalments of __________ weekly / fortnightly / monthly.

Date of First instalment __________

Insert your signature, address, email address and contact phone number

SIGNATURE __________ DATE __________

ADDRESS __________

PHONE DETAILS __________

EMAIL ADDRESS __________

Please indicate

☐ Owner or

☐ Occupier of property.
If occupier, please list owner of property:

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.

Note: This is a continuous Direct Debit Service Agreement. It will only be cancelled upon written notification giving at least (14) days’ notice is received by the Town of Port Hedland. An alternative arrangement administration fee as per the Town of Port Hedland’s yearly budget and 11% interest applies to DDR arrangements.