

Direct Debit Request Terms and Conditions Service Agreement (DDR)

City of Kwinana APCA ID 498-597



This is your Direct Debit Service Agreement with the **City of Kwinana**, APCA ID498597, ABN 13 890 277 321. 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 a copy of this agreement for future reference. It forms part of the terms & conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

THE AGREEMENT TERMS AND CONDITIONS

By accepting the Direct Debit Request or by providing us with valid instruction, you have authorised us to arrange for funds to be debited from your account.

You agree to your direct debit being adjusted accordingly, to ensure that the account is cleared each financial year. This means that the payment amount will automatically change to the new amount stated on the annual rate notice or interim notice from your next scheduled payment date.

The City of Kwinana accepts no responsibility for correspondence not being received, being received late due to postal delays, or for being illegible.

If you do not wish to continue the arrangement as specified above, contact us immediately. Direct debits are deducted from your account as agreed on the payment plan.

If the payment day falls on a public holiday, the payment will be processed on the next working day. Please ensure sufficient cleared funds are available in your nominated bank account three working day before and three business days after each payment is due. Payment made can take up to 5 business days to reach the City of Kwinana. Admin fee of \$20.00 will be applicable. Direct debits paid outside the Council approved options (Special Payment Arrangements) will attract an administration fee of \$57.00 and interest of 7% pa calculated daily from the due date (registered eligible pensioners/seniors receive a 50% discount).

1. Cancellation of Agreement.

You may stop/cancel/amend or in exceptional circumstances skip a payment under this arrangement. If you cancel this authority you will need to enter into an acceptable payment arrangement or full payment including

penalty interest and changes is required.

2. Dishonours and Declined Transactions.

If your direct debit fails in first attempt on quarterly autopay/annual autopay due date and twice on weekly/fortnightly/monthly within the financial year because of insufficient funds or stopped payments, the payment plan will be cancelled and an administration fee of \$57.00 will apply. If a further cancellation occurs, then no more direct debits will be made for that financial year. Should the above occur the remaining outstanding balance becomes payable immediately and legal action may commence without further notice.

A fee of \$8.00 will be applied to your account each time your direct debit payment is dishonoured.

3. Disputes.

If you believe there has been an error debiting your account, you should notify us directly on (08) 9439 0200 and confirm in writing as soon as possible so that we can resolve your query quickly. Alternatively you can take it up directly with your financial institution. If we conclude as a result of our investigation that your account has been incorrectly debited we will respond to your query and provide resolution. If your account has been correctly debited we will respond to your query by providing you with reasons and any evidence for this finding in writing.

4. Confidentiality.

The City of Kwinana collects, holds, and manages personal information in accordance with the Privacy and Responsible Information Sharing Act 2024. The personal information requested on this form is being collected by the City for the purpose of establishing a Direct Debit Payment Plan or for any other directly related administrative purpose. The personal information will also be disclosed to Payble Pty Ltd for the purpose of managing your direct debit payment plan. It will not be disclosed to any other external party without your consent, unless required or authorised by law. If the personal information is not collected, the Direct Debit Payment Plan will not be available.

We will keep any personal information in your Direct Debit Request confidential. We will make reasonable efforts to keep information that we have about you secure and to ensure

that any of our employees or agents who have access to information do not make any unauthorised use, modification, reproduction, or disclosure of that information. We will only disclose personal information that we have about you to the extent specifically required by law, or for the purposes of this agreement (including disclosing information in connection with any query or claim). If you wish to alter any of the personal information you have supplied to the City, please contact us via telephone **08 9439 0200** or email **customer@kwinana.wa.gov.au**

5. You should check:

Direct debiting through Bulk Electronic Clearing System (BECS) is not available on all types of accounts. Property owners should check the account details completed on the direct debit form against a recent bank statement to ensure the details are correct.

- Sufficient cleared funds are in the Accounts when the payments are to be drawn;
- the authorisation to debit the Account is in the same name as the Account signing instructions held by the Financial Institution where the Account is held.
- It is your responsibility to ensure that you access the Payble website if your bank account or credit card has changed, closed or your credit card expiry date is amended or if you want to change your flexible payment option or amount.
- If you are unable to access the Payble website then you must give notice in writing of any changes required to an existing Direct Debit not less than 14 days prior to the withdrawal due date. (eg cancellation, change in payment options, or amounts). Any changes requested prior cannot be guaranteed to be applied. Requests to stop or cancel Direct Debit Request may also be direct to the customer's financial institution. The city will give you fourteen (14) days' notice of any changes to the Direct Debit.

6. If you wish to notify us in writing about anything in this Agreement you should write to: City of Kwinana, PO BOX 21 KWINANA WA 6966 or via email **customer@kwinana.wa.gov.au**