

THIS IS YOUR DIRECT DEBIT REQUEST SERVICE AGREEMENT ('SERVICE AGREEMENT') WITH THE CITY OF KARRATHA (USER ID 507202, ABN 83 812 049 708). IT EXPLAINS WHAT YOUR OBLIGATIONS ARE WHEN UNDERTAKING A DIRECT DEBIT REQUEST WITH US. IT ALSO DETAILS WHAT OUR OBLIGATIONS ARE TO YOU AS YOUR DIRECT DEBIT SERVICE PROVIDER.

Please keep this Service Agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request and should be read in conjunction with your Direct Debit Request Application Form ('Application Form').

The terms of this Service Agreement are for the purpose of Council Rates and Charges (including Service Charges, ESL, Instalment Charges and Penalty Interest) debiting from your account monthly or fortnightly as directed by you.

If you have any queries, please contact Council's Rates Department on (08) 9186 8555.

1. DEBITING YOUR ACCOUNT

- 1.1 By signing an Application Form 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 Application Form and this Service Agreement for the terms of the arrangement between us and you.
- 1.2 We will only arrange for funds to be debited from your account as authorised in the Application Form.
- 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 The City reserves the right to change the Terms and Conditions of this Service Agreement at any time. The City will provide you with a copy of the new Service Agreement at least fourteen (14) days prior to the change date.

3. AMENDMENTS BY YOU

- 3.1 You may at any time cancel your Direct Debit Request, or request changes to your contact details, bank account details, frequency or amount of payments. This request must be in writing on the prescribed form and received by us not less than 7 days prior to the direct debit withdrawal date. However, if there is an outstanding balance, this must be paid in full.

4. ADMINISTRATION FEES AND INTEREST CHARGES

- 4.1 A Direct Debit Request Administration Fee of \$50.00 will apply and will be incurred upon termination of the agreement.
- 4.2 Penalty Interest will continue to accrue on your account at the prescribed rate (currently 11% p.a.) on any balance past due and outstanding.

5. YOUR OBLIGATIONS

- 5.1 Your rates account must be paid in full by the end of the financial year
- 5.2 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the Direct Debit Request.
- 5.3 If there are insufficient clear funds in your account to meet a debit payment:
 - (a) you may be charged a fee and/or interest by your financial institution;
 - (b) you may also incur fees or charges imposed or incurred by us; and
 - (c) you must arrange for the debit payment to be made by another method
- 5.4 You should check your account statement to verify that the amounts debited from your account are correct

6. REJECTED TRANSACTIONS

- 6.1 Any Direct Debit withdrawal that is not honoured by your financial institution will be subject to a Direct Debit Request Payment Default fee of \$20.00

PLEASE NOTE

THE DIRECT DEBIT REQUEST IS A CONTINUOUS ARRANGEMENT THAT WILL ONLY BE CANCELLED ON WRITTEN NOTIFICATION RECEIVED BY COUNCIL ON THE PRESCRIBED CANCELLATION FORM

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6. REJECTED TRANSACTIONS (continued)

- 6.2 In the event of a rejected payment, it is your responsibility to make the payment up manually.
- 6.3 In the event of 3 rejected payments within a rolling 12 month period, the City will cancel your Direct Debit Request and commence normal debt collection procedures.

7. DISPUTE

- 7.1 If you believe that a debit payment has been initiated or carried out incorrectly, please contact the City via email to enquiries@karratha.wa.gov.au or by phoning (08) 9186 8555.
- 7.2 Any notice of dispute must be in writing and will be investigated and replied to within 14 days. Further information of the dispute resolution process can be obtained by contacting the City on (08) 9186 8555
- 7.3 You will receive a refund of the debited amount if a direct debit payment has been deducted from your bank account in error.

8. ACCOUNTS

- 8.1 You should check:
 - (a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
 - (b) your account details which you have provided to us are correct by checking them against a recent account statement; and
 - (c) with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

9. CONFIDENTIALITY

- 9.1 We will keep any information (including your account details) in your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 9.2 We will only disclose information that we have about you:
 - (a) to the extent specifically required by law; or
 - (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

10. NOTICE

- 10.1 If you wish to notify us in writing about anything relating to this agreement, you should write to:

City of Karratha
PO Box 219
Karratha WA 6714

or by email to:
enquiries@karratha.wa.gov.au

- 10.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit Request.
- 10.3 The City accepts no liability for correspondence not being received; being received late due to postal delays, or is illegible.
- 10.4 Any notice will be deemed to have been received on the third banking day after posting.

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