



One Month Vehicle Licence Renewal Direct Debit Request Service Agreement

Overview of this Agreement

This is the One Month Vehicle Licence Renewal Direct Debit Request Service Agreement (the '**Agreement**') between you and us, the Department of Transport and Major Infrastructure (ABN 27 285 643 255). It lists and defines your obligations to us when undertaking a Direct Debit arrangement with us. It further lists and defines our obligations to you as the direct debit provider. Together with the Direct Debit Request, this document constitutes the Agreement between you and us through your registered account maintained on the DoTDirect online facility as a request to pay your vehicle licence in one-monthly intervals.

By entering into this Agreement, you authorise us to do anything or action which we are authorised to do pursuant to this Agreement. This Agreement is authorised and made pursuant to the applicable provisions of Part 2 of the *Road Traffic (Vehicles) Act 2012* (WA), as amended from time-to-time, and Part 2 of the *Road Traffic (Vehicles) Regulations 2014* (WA), as amended from time-to-time; it outlines the payment option available to you as an individual.

Pursuant to the terms of this Agreement, only an individual is enabled to enter a Direct Debit arrangement with the Department of Transport and Major Infrastructure to pay a vehicle licence for an eligible vehicle (as defined under this Agreement) in one-monthly intervals. This Agreement can only be applied to a singular vehicle licence. Provided that the vehicle licences that you wish to pay in one-monthly intervals are actually capable, under law, to be paid in one-monthly intervals, you may enter into a new Agreement for as many vehicle licences as you would like. Where you wish to enter into this Direct Debit arrangement for multiple separate vehicle licences that are eligible vehicles, you expressly acknowledge that each Direct Debit Request for each of those vehicle licences will constitute its own separate Agreement, with each of those Agreements operating independently of each other (including for the vehicle licence that is subject to this present Agreement). **Organisations are not eligible to make payments of their vehicle licences on a monthly basis under this Agreement.** You may wish to seek legal advice prior to entering into this Agreement.

Please ensure that you keep safe custody of this Agreement and the Direct Debit Request for future reference. At the end of this Agreement, we have provided a checklist for you. You warrant to us as a term of this Agreement that you have read, understood, and considered the items of the checklist in the Schedule to this Agreement.

1. INTERPRETATION

- 1.1 In this Agreement, unless the context, subject matter, or circumstances indicate otherwise:
- (a) words importing the singular include the plural and vice versa;
 - (b) a reference to any legislation or provision of legislation includes all amendments, consolidations, or replacements, and all regulations or instruments issued under it;
 - (c) any reference to a monetary amount is taken to be a reference to Australian currency;
 - (d) words that are not defined or described in this Agreement shall take their ordinary and natural meaning;
 - (e) **Account** means the bank account from which you authorise us to arrange for debit payments to be deducted and which is nominated in the Direct Debit Request;
 - (f) **Act** means an Act of the Parliament of Western Australia, being enacted state legislation that is in-force from time-to-time, including any subsidiary regulations, rules, or instruments issued under that Act;
 - (g) **Agreement** means the agreement between you and us, comprised of the Direct Debit Request and this Direct Debit Request Service Agreement;
 - (h) **BECS** means the Bulk Electronic Clearing System used for exchange of electronic transactions between financial institutions in the Commonwealth of Australia;
 - (i) **business day** means any day other than a Saturday, a Sunday, or a public holiday in the State of Western Australia;
 - (j) **eligible vehicle** means the vehicles approved from time-to-time by the DTMI as being eligible for one month vehicle licence renewals, and as published on the DTMI Website;
 - (k) **Direct Debit** or **debit payment** means a transaction whereby funds are deducted from the Account you nominate in your Direct Debit Request to pay for your one month vehicle licence renewal;
 - (l) **Direct Debit Request** means the request you provided to us which contains the information that you completed and submitted to us through DoTDirect as part of effecting this Agreement;
 - (m) **DTMI** means the Department of Transport and Major Infrastructure (ABN 27 285 643 255), including the Chief Executive Officer and Director-General of the DTMI, or any officer employed by, or agent acting on behalf of, the DTMI;
 - (n) **DoTDirect** means the online facility maintained and operated by the DTMI enabling the management of a driver's licence, learner's permit, or vehicle licences in the State of Western Australia, and which is available from time-to-time through the DTMI Website;
 - (o) **financial institution** means the financial institution of which your Account is held and maintained, and which you have nominated in your Direct Debit Request;
 - (p) **Motor Injury Insurance** means the compulsory insurance policy, commonly known as 'Compulsory Third Party' insurance, issued under the MV(TPI) Act and the RT(Vehicles) Act;
 - (q) **MV(TPI) Act** means the *Motor Vehicle (Third Party Insurance) Act 1943 (WA)*;
 - (r) **ordinary vehicle licence renewal schedule** means the vehicle licence durations of three (3) or six (6) calendar months, or one (1) calendar year, from the date in which there is an ordinary grant or renewal of a vehicle licence;
 - (s) **payment failure** includes a payment that failed to process due to the financial institution associated with the payment details you provided to us dishonouring or rejecting the debit payment request;
 - (t) **RT(Vehicles) Act** means the *Road Traffic (Vehicles) Act 2012 (WA)*;
 - (u) **us** or **we** or **our** means the Crown in Right of the State of Western Australia which, for the purposes of this Agreement, is acting through the DTMI;
 - (v) **vehicle licence** means the licence referred to under Part 2 Division 1 of the RT(Vehicles) Act and, for the purposes of this Agreement, is a vehicle licence for an eligible vehicle;
 - (w) **Website** means the online website maintained and operated by the DTMI, accessible from time-to-time at the following Uniform Resource Locator weblink address: www.transport.wa.gov.au; and
 - (x) **you** or **your** means the person named in, and which authorised, the Direct Debit Request.

- 1.2 Clause headings contained in this Agreement are for reference purposes and convenience only and shall not affect the meaning or interpretation of this Agreement. Clause headings shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.
- 1.3 Where examples or notes are provided for in this Agreement, they shall appear immediately after the relevant clause, be in reduced font size, have italicised font, and are provided for convenience purposes only. Such notes and examples shall not form part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.
- 1.4 In this Agreement, and subject to clause 9.1 below, a thing is taken to have been given when it has been received by the recipient unless the contrary is proven.
- 1.5 Without limiting the scope of subclause 1.1(r) above, and in addition to it, the various durations of the ordinary vehicle licence renewal schedule, as described in that subclause, are determined under the *Road Traffic (Vehicles) Regulations 2014 (WA)*, as amended from time-to-time.
- 1.6 Where in this Agreement a clause specifies for a thing or an event occurring in good faith, and without limiting the scope of those clauses, the following things or events shall be taken as occurring in good faith, unless the contrary is proved on sufficient and reliable evidence:
- (a) administrative errors, including data processing errors;
 - (b) mistakes;
 - (c) technical difficulties, or
 - (d) technological errors and failures.
- Sub-clauses 1.6(a) to (d) shall not be construed or interpreted as an exhaustive list of things or events that can occur in good faith.

2. SCHEME OVERVIEW AND PAYMENT

- 2.1 By entering into this Agreement, you agree, and acknowledge, that you are entering into a Direct Debit arrangement with us as an individual (and not as an organisation) to pay a singular vehicle licence renewal in one-monthly intervals for an eligible vehicle. You authorise us to make debit payment requests for the required amount pursuant to the terms of this Agreement.
- 2.2 You agree, and acknowledge, that this Agreement can only apply if you entered into it as an individual, and that it can only be entered into through your unique account registered on the DoTDirect online facility. You further agree, and acknowledge, that there must be at least 28 calendar days remaining on your applicable vehicle licence at the point in time that you make the Direct Debit Request to enter into this Agreement.
- 2.3 We will arrange for debit payments in accordance with this Agreement, as authorised by you in the Direct Debit Request. This will continue until the Agreement is suspended or cancelled by us in accordance with the provisions under clause 7 below, or if you cancel this Agreement under the provisions of clause 8 below.
- 2.4 The monetary amount that constitutes the total cost for your vehicle licence renewal is calculated and determined in accordance with the RT(Vehicles) Act and the MV(TPI) Act. For the purposes of this Agreement, the total cost of the applicable one month vehicle licence renewal fee shall be calculated as described under clause 4.2 below.
- 2.5 If there is a payment failure, we may suspend or cancel this Agreement in accordance with the provisions under clause 7 below. If this Agreement is suspended or cancelled (including in circumstances where there is a payment failure), you understand, and acknowledge, that we may not renew your vehicle licence.

- 2.6 You agree, and undertake to us, that you will make payment of your vehicle licence as determined under clause 2.4 above, and clause 4.2 below. You also acknowledge, and understand, that no options to defer the terms of this Agreement or your vehicle licence renewal shall be available to you. In the event there is a continued failure to pay, nothing in this Agreement derogates or displaces any right we may have to take further action applicable to vehicle licensing against you under any Act.

3. THE 'DoTDirect' ONLINE FACILITY

- 3.1 You agree, and acknowledge, that it is a requirement of this Agreement that you have, and keep active, a registered account through the DTMI's online facility, DoTDirect, which is available from time-to-time through the DTMI's Website. You acknowledge that, amongst other things, you are required to have an active unique email address to register and maintain an account with the DoTDirect online facility.
- 3.2 You agree, and warrant to us, that you will take all reasonable steps, and make reasonable efforts, to ensure that you will keep your account with the DoTDirect online facility:
- (a) registered and active;
 - (b) current (in relation to the information you provide to us, such as your residential address, postal address, email address, and telephone numbers); and
 - (c) secure, including by using a secure and appropriate password, and completing the enabling process for Two-Factor Authentication ('2FA') and keeping 2FA active.
- 3.3 In relation to clause 3.2 above, you agree, and acknowledge, that we will not be held liable or responsible for any loss or damage you may suffer which arises from a failure by you to comply with clause 3.2 above, including any of its sub-clauses 3.2(a)–(c).
- 3.4 You acknowledge that the DoTDirect online facility has its own terms and conditions (including terms and conditions relating to third-party technologies and services), disclaimers (including disclaimers relating to third-party technologies and services), and privacy policies that you are required to agree to when registering an account with the DoTDirect online facility. You warrant to us that, in registering an account with the DoTDirect online facility and entering this Agreement, that you have read, agreed to, and understood all of those terms and conditions, disclaimers, and privacy policies. You understand, and acknowledge, that we will rely on this warranty if any dispute arises in relation to this Agreement.
- 3.5 There may be circumstances that arise which affect the accessibility, operability, or functionality of the DoTDirect online facility. If this occurs, and it arises from a technical, infrastructural, or technological failure in connection with DTMI systems, we will take all reasonable steps available to us to restore functionality or access (or both, if applicable) to the DoTDirect online facility.
- 3.6 However, if a failure (as described in clause 3.5 above) originates from outside of our systems or control, you agree, and undertake to us, that you will take all reasonable steps, and make all reasonable efforts, to seek troubleshooting assistance from us in accordance with one of the communication methods described under clause 9.3 below. Alternatively, if we are unable to provide troubleshooting assistance due to this failure, including (but not limited to) failures originating from your financial institution, you undertake to us that you will seek troubleshooting assistance from the relevant operator or provider in which the failure originated.
- 3.7 Notwithstanding anything in this Agreement, you agree, and acknowledge, that we will not be held liable or responsible for any loss or damage you may suffer as a result of any failure (as described in clauses 3.5 and 3.6 above), regardless of whether that failure originated from our systems, or from an external operator or provider.

4. DIRECT DEBIT AGREEMENT

- 4.1 By entering into this Agreement through your registered account with the DoTDirect online facility, you authorise us to arrange for debit payments to be made from your nominated Account in accordance with this Agreement. Without limiting the scope of any clause of this Agreement, each debit payment request made by us shall be in accordance with clauses 4.2, and 5.2 to 5.3 below.
- 4.2 You agree, and acknowledge, that your total vehicle licence cost is calculated on a one (1) calendar year basis, the monetary value of which is determined in accordance with the RT(Vehicles) Act and the MV(TPI) Act. Your one month vehicle licence cost shall be calculated at one-twelfth of the total cost payable for the one (1) calendar year vehicle licence that is applicable to your vehicle (as described in this clause above, and then rounded to the nearest five cents). Relevantly, the total vehicle licence fee payable is calculated incrementally in intervals of 100 kilograms, or part of 100 kilograms, of tare weight and also includes a prescribed fixed component of \$13.20 (which is reduced by \$6.60 if renewed for a duration of one (1) calendar year). Each debit payment request for your one month vehicle licence renewal will also have with it:
- (a) pro-rated Motor Injury Insurance, including GST ('GST' is as defined under clause 14.1);
 - (b) insurance duty; and
 - (c) the applicable reduced recording fee.
- 4.3 We will only arrange for debit payments as authorised in the Direct Debit Request and this Agreement. We will continue to arrange for debit payments as authorised until this Agreement is suspended or cancelled, in which the provisions of clause 7 below will apply, or if you cancel this Agreement under the provisions of clause 8 below.
- 4.4 If, for any reason outside of your control, you are prevented from paying a required amount of your one month vehicle licence renewal by Direct Debit (including in, but not limited to, the circumstances contemplated by clauses 3.5 and 3.6 above), you expressly acknowledge that you may become ineligible for one month vehicle licence renewals under this Agreement. Where a payment failure arises due to the circumstances described above in this clause, clauses 6.1 and 6.2 below will apply. In the event that we suspend or cancel this Agreement, you will be required to revert to the ordinary vehicle licence renewal schedule which cannot be paid by Direct Debit.
- 4.5 Further to clause 4.4 above, you agree, and acknowledge, that nothing in this Agreement discharges your sole responsibility for ensuring that payment is made for the desired duration of the ordinary vehicle licence renewal schedule on the relevant vehicle licence, and that failure to do so may result in the expiry of the relevant vehicle licence.
- 4.6 Where this Agreement is suspended or cancelled by reason of any clause of this Agreement, you agree, and acknowledge, that your vehicle licence will become ineligible for one month vehicle licence renewals under this type of Agreement for the time being. However, nothing in this Agreement prevents you from making a new Direct Debit Request and entering a new Agreement for the relevant vehicle licence at a later date, provided that you are able to satisfy the relevant criteria to enter into this type of Agreement, including (but not limited to) that:
- (a) there is no less than the minimum amount of time specified in clause 2.2 above before your vehicle licence will expire during your chosen duration of the ordinary vehicle licence renewal schedule; and
 - (b) there are no other reasons which result in your vehicle licence being ineligible for one month vehicle licence renewals under this Agreement.

The following is an example within the meaning of clause 1.3 of this Agreement — for example, your one month vehicle licence renewal experienced two payment failures from our debit payment requests and we suspend/cancel this Agreement: you would be required to make payment of your vehicle licence renewal for no less than a three-month renewal period, which is paid accordingly. Provided that there are at least 28 days before your three-month vehicle licence expires and your vehicle licence is still capable of being subject to this Agreement, you may make a new Direct Debit Request for this vehicle licence. The new Direct Debit Request, if effected, will operate as an independent and new Agreement.

5. YOUR RESPONSIBILITY TO ENSURE FUNDS ARE AVAILABLE

- 5.1 By entering into this Agreement, you warrant, and undertake, to us that you will ensure that there are sufficient funds in your nominated Account, and you authorise us to make debit payment requests in accordance with the Direct Debit Request and this Agreement.
- 5.2 Your one month vehicle licence renewal document will have an expiry date stated on it by which your vehicle licence will be due and payable, and which will expire without payment of the required amount (**'stated expiry date'**). Payments made by you for a one month vehicle licence renewal will be applied for the one month period after the stated expiry date on the vehicle licence renewal document, not for the one month period from the day in which payment is made.
- The following is an explanatory note and example within the meaning of clause 1.3 of this Agreement — for example, if there is a stated expiry date of 28 March 2025 on your vehicle licence renewal document, we will make a debit payment request 23 days before that date on or about 5 March 2025. Although payment will be made on or about 5 March 2025, this payment is not applied for the one month period starting on 5 March 2025; Instead, this payment will renew your vehicle licence for the one month after the current stated expiry date (of 28 March 2025) to 28 April 2025 — you will subsequently receive a receipt which will have a new stated expiry date, being 28 April 2025.*
- 5.3 During which this Agreement is in-force, debit payments will generally occur 23 calendar days prior to the stated expiry date. However, a debit payment may occur with less than 23 days prior to the stated expiry date in certain circumstances, including (but not limited to) when:
- (a) your financial institution dishonours or refuses our debit payment request, and we attempt a second debit payment request as a result of the dishonoured or refused debit payment request; or
 - (b) the date in which the 23 days prior to the stated expiry date falls on a day that is not a business day; or
 - (c) there are technical difficulties arising from technological failures or delays which impact online or payment systems, whether arising from our systems, the systems of our relevant third-party providers or operators, or the systems of your financial institution.
- 5.4 Where your financial institution dishonours or refuses our debit payment requests, they may charge you a fee or interest (or both) if you do not have sufficient funds in your nominated Account to allow for a debit payment. You agree, and acknowledge, that we will not be held liable or responsible for the fee or interest (or both) that your financial institution may charge due to any dishonoured or refused debit payment request.
- 5.5 You further agree, and acknowledge, that we will not be held liable or responsible for any loss or damage you may suffer where the circumstances of sub-clause 5.3(c) above applies.

6. PAYMENT FAILURE AND NOTICE

- 6.1 In the event that we make a debit payment request for your one month vehicle licence renewal, and there is a payment failure to this debit payment request, we may do one or more of the following:
- (a) give you notice of the payment failure in writing in accordance with clause 9.1 below;
 - (b) attempt a second debit payment request in accordance with clause 6.2 below; or
 - (c) suspend or cancel the Agreement under the provisions of clause 7 below.

- 6.2 Where we decide that it is appropriate to attempt a second debit payment request arising from a payment failure, we will attempt this second debit request five (5) business days after which we were notified of the payment failure of the first debit payment request. However, if there is a payment failure to our second debit payment request:
- (a) we reserve the right to suspend or cancel this Agreement in accordance with the provisions under clause 7 below; and
 - (b) we may advise you as to the options available to you in relation to payment of your vehicle licence renewal.
- 6.3 Provided that you give us notice by using only the method described in clause 9.3(a) below, you may change your nominated Account details in which you authorise us to make debit payment requests. However, your financial institution may also change your nominated Account details on your behalf through notice to us in writing and sent to contactcentre@transport.wa.gov.au from an email address that is easily ascertainable to be from your financial institution. Notice provided by your financial institution in accordance with this clause must contain information that sufficiently identifies the nature of the notice before we are able to effect the change request in such a notice. If you, or your financial institution on your behalf, provide notice to us in accordance with this clause:
- (a) it must be received by us at least three (3) business days before the date in which we will make the debit payment request of your one month vehicle licence renewal, as described in clause 5.3 above, to ensure there is sufficient time to process the notice; and
 - (b) we will not be held liable or responsible for any loss, damages, or fees arising from a debit payment request made to the originally nominated Account details that results from us receiving such notice that is not in accordance with clause 6.3 and its sub-clause (a) above.
- 6.4 Where a payment failure arises in connection with clause 6.3 above, you agree, and acknowledge, that clauses 6.1 to 6.2 above will apply. You further agree, and acknowledge, that where a payment failure arises in connection with clause 6.3, this Agreement may be suspended or cancelled under the provisions of clause 7 below, regardless of whether the payment failure arises as a result of either you or your financial institution providing notice to us that is not in accordance with clause 6.3 above or its sub-clauses.
- 6.5 We reserve the right to modify or vary any terms and conditions of this Agreement, provided that you are given with at least 30 days' written notice by the manner outlined in clause 9.1 below. Until such time that notice is provided to you, the parties' rights and obligations under this Agreement remain unchanged.
- 6.6 However, notwithstanding clause 6.5 above, the parties to this Agreement agree, and acknowledge, that where any clause of this Agreement is affected by operation of law (such as through the enactment of new legislation or amendments to existing legislation), the operation of that law may have immediate effect. Where this occurs, you agree, and acknowledge, that:
- (a) the effect of that law may modify or vary this Agreement with immediate effect (in which case, the requirement for at least 30 days' written notice to you is dispensed with); and
 - (b) we may suspend or cancel this Agreement in accordance with the provisions under clause 7 below.
- 6.7 You acknowledge that nothing in this Agreement discharges your sole responsibility to ensure payment is made for your vehicle licence and that, where you fail to make payment of this licence, your vehicle licence will not be renewed by us. Nothing in this Agreement shall be construed as derogating or displacing our rights and responsibilities to take any applicable action against you for failure to make payment of a vehicle licence under any Act. You further acknowledge it is unlawful to possess or retain number plates for a vehicle that does not have a valid licence (when required to return such plates) and that we may take further action against you in these circumstances (including criminal prosecution) under any applicable Act.

7. SUSPENSION OR CANCELLATION OF THE AGREEMENT

- 7.1 This Agreement may be suspended or cancelled by us in response to anything that affects the operation of this Agreement. This includes (but is not limited to) when:
- (a) your Account held and maintained by your financial institution is closed, frozen, or suspended (regardless of how it is closed, frozen, or suspended);
 - (b) you are no longer an authorised signatory to the Account held and maintained by your financial institution;
 - (c) you, or your vehicle licence renewal, become no longer eligible for one month vehicle licence renewals under the relevant Act or this Agreement;
 - (d) we are notified that you are deceased (by way of an original or certified copy of a Death Certificate or Interim Death Certificate issued under the *Birth, Deaths and Marriages Act 1998* (WA));
 - (e) we suspect and form the view that we have been provided with false or misleading information in relation to the Agreement;
 - (f) there is a payment failure as described under the relevant provisions of clauses 2 and 6 above;
 - (g) when we are required to do so by operation of law;
 - (h) when we are required to do so by order of a court or tribunal with competent jurisdiction to do so.
- 7.2 In the event that we suspend or cancel the Agreement, notice of this fact shall be provided to you in accordance with clause 9.1 below as soon as practicable after suspension or cancellation has occurred. In doing so, we may advise you as to your options concerning payment of your vehicle licence renewal. However, nothing in this Agreement and this clause shall be construed as discharging your sole responsibility to ensure that payment of your vehicle licence renewal is made by you, even if you do not receive notice from us in accordance with this clause.
- 7.3 In addition to clause 7.2 above, you agree, and acknowledge, that if we suspend or cancel this Agreement under the provisions of this clause 7, such suspension or cancellation shall have immediate effect, following which your vehicle licence will become ineligible for a one month vehicle licence renewal under this Agreement for the time being. You further agree, and acknowledge, that you are solely responsible for ensuring payment of your vehicle licence for the desired duration of the ordinary vehicle licence renewal schedule within the relevant required time, failing which your vehicle licence will expire.
- 7.4 Without limiting the scope of any clause in this Agreement, you acknowledge that it is unlawful to provide us with false or misleading information in connection with this Agreement. In addition to our reserved right to suspend or cancel this Agreement in these circumstances, you acknowledge that further action may be taken against you for providing us with false or misleading information in connection with this Agreement, including (but not limited to) criminal prosecution.

8. YOU MAY CANCEL THE AGREEMENT

- 8.1 You may cancel this Agreement at any time, provided that we are given notice of this cancellation using the processes available from time-to-time through your account registered on the DoTDirect online facility by no less than three (3) business days before the date of which we will make a debit payment request for your one month vehicle licence renewal (as determined by clause 5.3 above). We may then advise you of your options concerning your vehicle licence renewal.

- 8.2 In the event that you seek to cancel this Agreement, but you do not provide us with notice in accordance with clause 8.1 above, you understand, and acknowledge, that we may make a debit payment request for the following one month period following the requested cancellation. You further agree, and acknowledge, that we will not be held liable or responsible for any loss or damage that may arise from a debit payment request by us in these circumstances.
- 8.3 Further to clauses 8.1 and 8.2 above, and in the event that you wish to have a valid vehicle licence after requesting a cancellation in accordance with these clauses beyond the expiry date stated on your relevant one month vehicle licence renewal document, then: you agree, and acknowledge, that nothing in this clause or Agreement shall be construed as discharging your sole responsibility of ensuring that payment is made for your desired duration of the ordinary vehicle licence renewal schedule.

9. COMMUNICATIONS FROM AND TO US

- 9.1 From time-to-time, we may send you written communications concerning this Agreement. This may be sent by post to the postal address you provide to us, and which appears on your records held by us, or it may be sent electronically to the email address you have nominated. A notice sent by us to you pursuant to any clause of this Agreement is taken to be received by you:
- (a) in the case of delivery by post — when the notice would have been delivered in the ordinary course of post unless a different time of actual delivery is established; and
 - (b) in the case of email, when one of the following sub-items occurs, whichever is earliest —
 - (i) the time we receive an automated message from your information technology system confirming delivery of the email; or
 - (ii) the time the email is first opened or read by you; or
 - (iii) the time the email is sent (as recorded on the device from which we sent the email), unless we receive an automated message that the email was not received by you through either our or your information technology system.
- 9.2 You may send written communications to us with general enquiries in relation to this Agreement by sending an email to: contact.centre@transport.wa.gov.au.
- 9.3 Subject to clause 6.3 above, you may update or verify only the contact information we hold and maintain of you through one of the following methods:
- (a) logging into and updating your information through the DoTDirect online facility; or
 - (b) emailing contact.centre@transport.wa.gov.au; or
 - (c) attending upon a Driver and Vehicle Services centre or regional DTMI Office or Agent; or
 - (d) calling 13 11 56 (within Australia).
- The following is a note within the meaning of clause 1.3 above — As provided for in clause 3.1 above, an Agreement such as this can only be entered into via DoTDirect. Further, under clause 6.3 above, you may change your nominated Account details that you authorise us to make debit payment requests using only the method described in sub-clause 9.3(a).*

10. DISCLOSURE OF YOUR INFORMATION

- 10.1 The information that you provide to us in connection with this Agreement will be dealt with in accordance with the relevant statutory confidentiality provisions of the *Road Traffic (Administration) Act 2008* (WA) and this Agreement.

- 10.2 In addition to clause 10.1 above, the State of Western Australia also currently has statutory provisions regulating the collection, handling, use, and disclosure of personal information under the *Privacy and Responsible Information Sharing Act 2024* (WA) ('**PRIS Act**') which are not yet in-force (with those provisions coming into operation on a date to be fixed by proclamation). Until such time that a proclamation is made which brings any statutory privacy provisions of the PRIS Act into operation (and subject to the date fixed by that proclamation), we will collect, handle, use, and disclose your information in accordance with this Agreement and the Australian Privacy Principles set out in Schedule 1 of the *Privacy Act 1988* (Cth).
- 10.3 Without limiting the scope of clauses 10.1 and 10.2 above, there are certain circumstances in which your information may be disclosed by us, such as:
- (a) when we receive your consent to do so;
 - (b) when we are authorised or required to do so by operation of law;
 - (c) when we are ordered to do so by a court or tribunal with competent jurisdiction; or
 - (d) for the purposes of effecting this Agreement, including when your financial institution requests us to do so in connection with any claim made in relation to a payment made by you to us.
- 10.4 Further, by entering into this Agreement, you expressly authorise and consent to us using the information you provide to us for the direct and incidental purposes of facilitating and effecting the agreed Direct Debit payment arrangements, including disclosure to your financial institution of your information, but only to the extent that it is directly or incidentally necessary to do so.
- 10.5 You agree, and acknowledge, that this Agreement (and the information regarding it) is subject to the *Freedom of Information Act 1992* (WA). We may publicly disclose the information in relation to this Agreement, including its terms and conditions, in accordance with that Act.
- 10.6 The parties to this Agreement agree, and acknowledge, that notwithstanding any provision of this Agreement, the powers and responsibilities of the Auditor-General under the *Financial Management Act 2006* (WA) ('**FMA**'), are not limited or affected by this Agreement. Additionally, the parties to this Agreement agree, and acknowledge, that the relevant Minister's requirements to report to the Parliament of Western Australia under the FMA are not fettered by this Agreement.
- 10.7 We will have in place all reasonably practicable measures, and we will take all reasonably practicable steps, to keep the information you provide to us secure, and to ensure that our employees do not use, modify, reproduce, or disclose your information in an unauthorised manner.

11. COMPUTATION OF TIME

- 11.1 Without limiting the scope of those clauses, where in this Agreement the time for us to do a thing does not fall on a business day, we may instead do that thing on the next business day.

12. DISCLAIMERS AND DISPUTES

- 12.1 By entering into this Agreement, you agree to not hold us liable or responsible for any loss or damage that you may suffer as a result of incorrect or incomplete details being provided to us in connection with this Agreement. You also agree that you will not hold us liable or responsible for any loss or damage arising from a delay caused, or contributed to, by your financial institution.

- 12.2 If you become concerned that an error has occurred in debiting your Account, you may give us notice of this concern in accordance with one of the methods under sub-clauses 9.3(b)–(d) above. Alternatively, you may also notify your financial institution of your concerns, which will have its own processes and procedures in place to deal with customer concerns.
- 12.3 In the event that we receive notice from you in accordance with clause 12.2 above, we will investigate your concerns and do one of the following:
- (a) we may form the view that your Account was incorrectly debited. If this occurs, we will provide you with written notice that we have formed this view under clause 9.1 above and advise you of our proposed further action. If there was an overpayment made to us from your Account, we will refund you the amount that was in excess of the amount you were required to pay to your nominated Account as soon as practicable; or
 - (b) we may form the view that your Account was correctly debited. If this occurs, we will provide you with written notice that we have formed this view under clause 9.1 above, which will be accompanied with our reasons for forming this view and any applicable evidence.
- 12.4 In the event that you are incorrectly debited, as described in sub-clause 12.3(a) above, you agree that you will not hold us liable or responsible for any loss or damage that may arise from the incorrect debit, provided that the incorrect debit occurred in good faith.
- 12.5 Where you raise a concern with your financial institution, as described in clause 12.2 above, and your financial institution raises the concern to us on your behalf, you acknowledge that it is your responsibility to ensure your financial institution is sufficiently authorised by you to raise this concern on your behalf. In authorising your financial institution to raise your concern on your behalf, you agree, and acknowledge, that clauses 10.3(d) and 10.4 above will apply. Further, where you decide to authorise your financial institution to raise a concern to us on your behalf, such notice of concern must be in writing and sent to contactcentre@transport.wa.gov.au from an email address that is easily ascertainable to be from your financial institution. Notice provided by your financial institution in accordance with this clause must contain information that sufficiently identifies the nature of your concern before we can be satisfied that we should act in accordance with either sub-clauses 12.3(a) or (b) above.
- 12.6 Where we receive a notice of your concern from your financial institution, but it is not in accordance with clause 12.5 above, that notice may be deemed as not being received by us. Where we receive such notice in accordance with clause 12.5 above, we will investigate the concern raised by your financial institution on your behalf and do one of the things in sub-clauses 12.3(a) or (b) above, but we may advise only your financial institution of which view we form and how we will act instead of you.

13. WARRANTIES AND GOVERNING LAW

- 13.1 You agree, and warrant to us, that you have read, understood, and considered the items on the checklist in the Schedule to this Agreement. You understand, and acknowledge, that we will rely on this warranty if any dispute arises in relation to this Agreement.
- 13.2 You agree, and warrant to us, that you will keep a copy or record of the Direct Debit Request, this Agreement, and the Schedule to this Agreement in safe custody. You understand, and acknowledge, that we will rely on this warranty if any dispute arises in relation to this Agreement.
- 13.3 You warrant, and undertake, to us that you will ensure all contact information on your DoTDirect account will be kept current and updated. You understand, and acknowledge, that we will rely on this warranty and undertaking where any dispute arises in relation to any communications sent from us to you using the contact information you have provided to us.

- 13.4 This Agreement shall be governed and construed in accordance with the laws in force in the State of Western Australia. The parties to this Agreement agree to submit to the exclusive jurisdiction of the Courts of Western Australia.
- 13.5 Where any part, term, or provision of this Agreement is found to be illegal, unenforceable, void, inconsistent with a statutory provision under a relevant Act, or otherwise invalid: that part, term, or provision shall be deemed severed from this Agreement, but only to the extent that it is illegal, unenforceable, void, inconsistent with a statutory provision of a relevant Act, or invalid. In addition to this:
- (a) the remainder of the Agreement shall remain in force and not affected by such severance;
 - (b) the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the severed part, term, or provision; and
 - (c) in the case of a dispute in connection with any part, term, or provision of this Agreement—where it is determined that only a portion of that part, term, or provision is illegal, unenforceable, void, inconsistent with a statutory provision of a relevant Act, or invalid, the remainder of that part, term, or provision shall remain in force. Such remainder of a part, term, or provision not severed shall be construed and enforced as if the Agreement did not contain the severed portion of the part, term, or provision.
- 13.6 Nothing in this Agreement shall be construed or interpreted as limiting our powers, functions, duties, or responsibilities under any Act or any subsidiary legislation made under such Acts, all those of which are that of the relevant Minister.
- 13.7 Nothing in this Agreement shall be construed or interpreted as limiting your powers, functions, duties, or responsibilities under any Act or any subsidiary legislation made under such Acts.

14. GST

- 14.1 In this Agreement, **GST** means the Goods and Services Tax as provided for under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 14.2 If we are liable to pay GST on a supply made in connection with this Agreement, and the original amount agreed between you and us for the supply did not have a GST component, then you agree to pay us on demand (by notice provided to you in accordance with clause 9.1 above) the specified GST component in addition to the original amount agreed between you and us for the supply.

SCHEDULE TO THIS AGREEMENT
TO BE READ IN CONJUNCTION WITH CLAUSES 13.1 & 13.2 OF THE AGREEMENT
Checklist of things to consider

1. You have read, understood, and considered this entire Agreement.
2. You have checked that the Account details that you have provided to us are correct by checking the details against a recent Account statement.
3. You have checked that other details that you have provided to us are correct. You acknowledge that we may cancel or suspend this Agreement if we suspect false or misleading information has been provided in relation to this Agreement.
4. You have checked with your financial institution that direct debiting is available from your nominated Account, noting that direct debiting is not available through BECS on all accounts offered by financial institutions.
5. You have checked with and consulted your financial institution regarding any other queries about the Direct Debit Request.
6. You understand that it is your responsibility to check your Account statements to confirm that the correct amounts are being debited from your Account and that they are debited at the time you expect.
7. You understand that it is your responsibility to promptly check, using your DoTDirect online facility account or any other acceptable reliable method, to confirm that your one month vehicle licence has been paid and processed, or any applicable outstanding amount of your vehicle licence renewal has been paid and processed, at the time you expect.
8. You understand that it is your responsibility to notify us if you are no longer eligible to pay your vehicle licence renewal in monthly intervals.
9. You will consider and take into account, if you cancel your direct debit authority, any correspondence we may send you concerning your vehicle licence renewal and the available options to pay any outstanding amount on vehicle licence renewal.
10. You will keep a copy of the Agreement, the Direct Debit Request, and this checklist for future reference in a safe place.
11. You understand that it is an offence to give, provide, or cause to be provided to us, false or misleading information relating to vehicle licensing. You understand that there are serious consequences for committing this offence and that you may be prosecuted and found criminally liable.