



## Terms and Conditions

# One Month Vehicle Licence Renewal Direct Debit Request Service Agreement

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## 1. The agreement between you and us

1.1 This document and the Direct Debit Request together make up the Agreement between you and us to allow you to pay for one month vehicle licence renewals through your DoTDirect online facility.

## 2. The meanings of some words in the Agreement

2.1 In the Agreement, unless a contrary intention appears -

- “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;
- “Agreement” means the agreement between you and us, comprised of the Direct Debit Request and this Direct Debit Request service agreement;
- “BECS” means the Bulk Electronic Clearing System used for the exchange of electronic transactions between financial institutions in Australia;
- “business day” means a day other than a Saturday, a Sunday or a public holiday in Western Australia;
- “debit payment” means a transaction where funds are deducted from your account to pay for your one-month vehicle licence renewal;
- “Direct Debit Request” means the information completed and submitted to us in support of the Agreement;
- “payment failure” means your financial institution dishonouring or rejecting a debit payment;
- “us” or “we” or “our” means the State of Western Australia acting through the Department of Transport (ABN 27 285 643 255);
- “you” or “your” means the person named in and who has authorised the Direct Debit Request; and
- “your financial institution” means the financial institution at which your account is held and which is nominated on the Direct Debit Request.

2.2 In the Agreement, a thing is taken to have been given when it has been received by the recipient.

## 3. Payment

3.1 By agreeing to the Direct Debit Request, by the method presented, you authorise us to arrange for the funds to be debited from your account in accordance with the Agreement.

3.2 We will only arrange for debit payments as authorised in the Direct Debit Request. We will continue to arrange for debit payments as authorised until the Agreement is suspended or cancelled.

3.3 In each case the amount to be paid is determined by the *Road Traffic (Vehicles) Regulations 2014*.

## 4. Your responsibility to ensure funds are available

4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow for each debit payment in accordance with the Direct Debit Request.

4.2 During the Agreement your debit payments will generally be 23 days before your one-month vehicle licence renewal is due. A debit payment might be later than that if, for example, your financial institution fails to pay and we send your financial institution a second request for payment.

4.3 Your financial institution might charge you a fee, interest or both if you do not have sufficient clear funds in your account to allow for a debit payment.

## **5. Payment failure**

- 5.1 We will not renew your vehicle licence if payment for the renewal has not been made.
- 5.2 If your financial institution gives us notice of payment failure we may -
- give you written notice of the payment failure;
  - make a second request to your financial institution; or
  - suspend or cancel the Agreement.
- 5.3 If we suspend or cancel the Agreement we will do so by giving you written notice of suspension or cancellation. We may then advise you concerning your vehicle licence renewal options.
- 5.4 If we suspend or cancel the Agreement your vehicle licence may expire if you do not make other arrangements with us.

## **6. Renewal Notices**

- 6.1 We may give you written notices that renewal of your one-month vehicle licence is due.

## **7. We may change the Agreement**

- 7.1 We may change any details of the Agreement at any time by giving you at least 14 business days written notice. Your obligations under the Agreement remain the same even if we don't give you this written notice.

## **8. You may change the Agreement**

- 8.1 You may change your account details by giving us written notice of those details, or you may have your financial institution give the written notice on your behalf.
- 8.2 It is your responsibility to ensure that you pay for the renewal of the vehicle licence using another means of payment whether or not we contact you to advise you concerning your vehicle licence renewal options.

## **9. We may suspend or cancel the Agreement**

- 9.1 We may suspend or cancel the Agreement in response to a change in circumstances relevant to the Agreement. Without limiting the breadth of that statement, the following are examples of changes in circumstances that would allow us to suspend or cancel the Agreement
- your account is closed;
  - you are no longer an authorised signatory to the account;
  - you sell the vehicle the subject of your one-month vehicle licence renewals;
  - your vehicle is no longer eligible for one-month vehicle licence renewals;
  - you are no longer eligible for one-month vehicle licence renewals;
  - we are notified that you are deceased;
  - we come to suspect that we have been given misleading information in relation to the Agreement;
  - there is a payment failure (this is dealt with in more detail under a separate heading above).
- 9.2 If we suspend or cancel the Agreement we will do so by giving you written notice of suspension or cancellation. We may then advise you of your vehicle licence renewal options.
- 9.3 If we suspend or cancel the Agreement your vehicle licence may expire if you do not make other arrangements with us.

## **10. You may cancel the Agreement**

- 10.1 You may cancel the Agreement at any time by giving us at least 2 business days written notice through your DoTDirect online facility before your next debit payment is due as outlined in 4.2. We may then advise you concerning your vehicle licence renewal options.

## **11. Some things we are not responsible for**

- 11.1 We are not responsible for any loss or damage you may suffer from incorrect or incomplete details you provide in the Direct Debit Request or for any delay caused by or contributed to by your financial institution.

## **12. Disputes**

- 12.1 If you have concerns that there has been an error in debiting your account, you may give us written notice or notice by telephone on 13 11 56 or you may notify your financial institution of your concerns.
- 12.2 If we investigate your concerns and conclude that your account has been incorrectly debited, we will give you written notice of that conclusion and of any further action we propose to take. We will refund any overpayment into your account as soon as practicable.
- 12.3 If, instead, we investigate and conclude that your account has been correctly debited we will give you written notice of that conclusion, giving reasons and evidence.

## **13. Communications**

- 13.1 We may send written communications relating to the Agreement to you at your nominated e-mail address or to your current address as it appears in our records.
- 13.2 You may send written communications relating to the Agreement to us by email at: onemonthrenewals@transport.wa.gov.au.
- 13.3 You may update or verify information that we hold about you by -
- logging into your DoTDirect online facility;
  - calling 13 11 56;
  - emailing onemonthrenewals@transport.wa.gov.au; or
  - visiting a Driver and Vehicle Services centre or regional DoT Office or Agent.

## **14. Confidentiality**

- 14.1 We will keep the information in the Direct Debit Request confidential. We will only use the information for the purpose of providing you with direct debit payment facilities. We will make reasonable efforts to keep the information secure and to ensure that our employees do not make any unauthorised use, modification, reproduction or disclosure of the information.
- 14.2 We will only disclose the information -
- (a) with your consent;
  - (b) to the extent required by law; or
  - (c) for the purposes of the Agreement including disclosing information to your financial institution at its request in connection with a claim made to an alleged incorrect debit.

## **15. Time**

- 15.1 Where in the 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.

## **16. Relationship with legislation**

- 16.1 Nothing in the Agreement limits our powers, duties or responsibilities under any Act of the Parliament of Western Australia or any subsidiary legislation made under such an Act.
- 16.2 Nothing in the Agreement limits your powers, duties or responsibilities under any Act of the Parliament of Western Australia or any subsidiary legislation made under such an Act.

## **17. GST**

- 17.1 If we are liable to pay goods and services tax on a supply made in connection with the Agreement, then you agree to pay us on demand an amount equal to the consideration payable for the supply multiplied by the prevailing rate for that tax.

## 18. Checklist of things that you should do

- 18.1 You should check that your account details that you have provided to us are correct by checking the details against a recent account statement. Your vehicle licence may not be renewed if the details are incorrect.
- 18.2 You should check that other details that you have provided to us are correct. We may cancel or suspend the Agreement if we suspect misleading information has been provided in relation to the Agreement. It is an offence to give false or misleading information relating to vehicle licensing.
- 18.3 You should check with your financial institution if direct debiting is available from your nominated account as direct debiting is not available through BECS on all accounts offered by financial institutions.
- 18.4 You should check with your financial institution if you have any other queries about the Direct Debit Request.
- 18.5 You should check with your financial institution if you are unsure about which day a debit payment will be processed.
- 18.6 You should check your account statements to confirm that the correct amounts are debited from your account and that they are debited at the time you expect.
- 18.7 You should consider making arrangements with us for a vehicle licence renewal notification.
- 18.8 You should promptly check, using your DoTDirect online facility, to confirm that your one-month vehicle licence has been renewed at the time you expect.
- 18.9 You should notify us if you are no longer eligible to pay vehicle licence fees monthly.
- 18.10 You should notify us if your vehicle is no longer a type of vehicle for which monthly vehicle licence fees may be paid.
- 18.11 You should, if you cancel your direct debit authority, consider any correspondence we may send you concerning renewing your vehicle licence for one year, 6 months or 3 months.
- 18.12 You should keep a copy of this document and the Direct Debit Request for future reference.
- 18.13 Remember it is an offence to drive an unlicensed vehicle and to give false or misleading information relating to vehicle licensing.