



Traffic Infringement Management Direct Debit Request Service Agreement

Overview

In accordance with amendments under Part 5 of the *Road Traffic (Administration) Act 2008* (the 'Act'); the following Agreement outlines as an individual your new payment option as specified on your traffic infringement notice.

In accordance with the *Act* an individual is enabled to enter a direct debit agreement with the Department of Transport to pay their traffic infringement in instalments within the initial payment period.

1. The agreement between you and us

- 1.1 This is your Direct Debit Request Agreement with the Department of Transport (ABN 27 285 643 255). 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.
- 1.2 This document and the Direct Debit Request together make up the Agreement between you and us, through your DoTDirect online facility, as a request to pay your traffic infringement in instalments.
- 1.3 Before entering into this Agreement, you may seek to obtain independent legal advice to ensure you are aware of the obligations upon you.

2. The meanings of some words in the Agreement

- 2.1 In this 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 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 traffic infringement instalment;
 - "Direct Debit Request" means the information completed and submitted to us via the DoTDirect online facility in support of this Agreement;
 - "DoTDirect" refers to the Department of Transport's online account service;
 - "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);
- “website” refers to the Department of Transport’s website, accessible from www.transport.wa.gov.au;
- “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 Initial payment period has the same meaning as Section 91(2)(a) of the Act

2.3 In this Agreement, a thing is taken to have been given in accordance clause 14.1.

3. Scheme Overview

3.1 A direct debit agreement is only available to individuals via their DoTDirect online facility.

An organisation is unable to pay their traffic infringement in instalments.

3.2 An individual is enabled to enter a direct debit agreement with the Department of Transport to pay their traffic infringement in instalments. This only applies if the Agreement is entered into within the initial payment period, via their DoTDirect online facility.

3.3 The first instalment payment will be attempted on the day following the due date, as stated upon the first Infringement Notice, and then in 28-day intervals thereafter for subsequent payments **if the instalment is due on a non-business day, payment will be attempted on the next business day.**

3.4 Payment instalment plans are calculated based on the following first Infringement Notice total amount for individuals. The number of instalments is derived from the following table:

Minimum Infringement value	Maximum Infringement value	Number of Instalments
\$0	\$400	4
\$401	\$999	6
\$1000		10

3.5 If payment is suspended, cancelled, or failed, a new infringement notice will be issued with the remainder payable and will include a final demand fee.

3.6 If this agreement is suspended, cancelled or failed you will only be permitted to pay the outstanding infringement and final demand enforcement fee in the new infringement in full.

3.7 If a new infringement is issued, you will be unable to escalate the infringement further or enter into a new direct debit request agreement.

4. DoTDirect

4.1 DoTDirect is an online facility for individuals and organisations to manage their vehicle and drivers licence information and for individuals to manage and pay traffic infringements.

4.2 You will require a unique email address and your WA driver’s licence to register online, via the Department of Transport’s website.

4.3 Once registered for DoTDirect, sign in and complete the Two-Factor Authentication (2FA) process.

4.4 For DoTDirect troubleshooting and assistance please call 13 11 56 or attend a Driver and Vehicle Services centre or Department of Transport regional office or agent.

5. Direct Debit Agreement

- 5.1 By agreeing to this Agreement, via your DoTDirect online facility you authorise us to arrange for the funds to be debited from your nominated bank account in accordance with this Agreement.
- 5.2 The first instalment will be attempted on the day following the due date, as stated upon the first Infringement Notice and then in 28-day intervals for subsequent payments (if instalment is due on a non-business day, it will be deducted on the next business day).
- 5.3 In event that the first instalment fails, a second attempt will be made 5 business days later. If the second attempt fails, this Agreement will be cancelled and a new infringement will be issued with the remainder payable and will include a final demand fee.
- 5.4 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 this Agreement is suspended, cancelled or paid in full.
- 5.5 If payment is suspended, cancelled, or failed, a new infringement will be issued with the remainder payable and will include a final demand fee.
- 5.6 If this agreement is suspended, cancelled or failed you will only be permitted to pay the outstanding infringement and final demand enforcement fee in full. If a new infringement is issued, you will be unable to escalate the infringement further or enter into a new direct debit request agreement.

6. Your responsibility to ensure funds are available

- 6.1 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 this Agreement.
- 6.2 We take no responsibility whatsoever for any loss incurred by you as a result of insufficient clear funds being available in your account to allow for each debit payment in accordance with this Agreement.
- 6.3 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.
- 6.4 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.

7. Payment failure

- 7.1 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 this Agreement.
- 7.2 If we suspend or cancel this Agreement, we will do so by giving you written notice of suspension or cancellation. We may then advise you concerning your options to pay your infringement.
- 7.3 If we suspend or cancel this Agreement a new infringement will be issued with the remainder payable and will incur a final demand enforcement fee.
- 7.4 Once this agreement is suspended or cancelled you will only be permitted to pay the outstanding infringement and final demand enforcement fee in full.
- 7.5 If a new infringement is issued, you will be unable to escalate the infringement further or enter into a new direct debit request agreement.

8. We may change the Agreement

- 8.1 We may change any details of this Agreement at any time by giving you not less than 30 days written notice. Your obligations under this Agreement remain the same even if we don't give you this written notice.

9. You may change the Agreement

- 9.1 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.
- 9.2 It is your responsibility to ensure that you pay for the balance of your traffic infringement using another means of payment when we contact you to advise you concerning your traffic infringement options.
- 9.3 There are no options to defer this Agreement or the infringement and failure to pay monies will result in a final demand with additional fees being issued.

10. We may suspend or cancel the Agreement

- 10.1 We may suspend or cancel this Agreement in response to a change in circumstances relevant to this Agreement. Without limiting the breadth of that statement, the following are non-exhaustive examples of changes in circumstances that would allow us to suspend or cancel this Agreement
- your account is closed;
 - we are notified that you are deceased;
 - we come to suspect that we have been given misleading information in relation to this Agreement;
 - there is a payment failure (this is outlined in clause 7. Payment failure).
- 10.2 If we suspend or cancel this Agreement, we will do so by giving you written notice of suspension or cancellation. We may then advise you of your traffic infringement payment options.

11. You may cancel the Agreement

- 11.1 You may cancel this Agreement at any time by giving us written notice through your DoTDirect online facility at least 2 business days, before your next debit payment is due as outlined in clause 4.2. We may then advise you concerning your traffic infringement options.

12. Certain things we are not responsible for

- 12.1 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.

13. Disputes

- 13.1 If you have concerns that there has been an error in debiting your account, you may give us notice by telephone on (08) 9320 4444 or you may notify your financial institution of your concerns.

- 13.2 If we investigate your concerns and conclude that your account has been incorrectly debited, we will give you 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.
- 13.3 If, instead, we investigate and conclude that your account has been correctly debited we will give you notice of that conclusion, giving reasons and evidence.

14. Communications

- 14.1 We may send written communications relating to this Agreement to you at your nominated e-mail address or to your current address as it appears in our records. A notice sent pursuant to 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, the earlier of:
 - I. the time we receive an automated message from your information system confirming delivery of the email;
 - (ii) the time the email is first opened or read by you; and
 - II. 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 has not been received,
- 14.2 You may send written communications relating to this Agreement to us by email at: infringementservices@transport.wa.gov.au.
- 14.3 You may update or verify personal information that we hold about you by -
- logging into your DoT Direct online facility;
 - calling (08) 9320 4444
 - emailing infringementservices@transport.wa.gov.au; or
 - visiting a Driver and Vehicle Services centre or Department of Transport regional office or agent

Please Note traffic infringements are unable to be paid at Driver and Vehicle Services centres or regional Department of Transport office or agent. An Agreement can only be entered into via DoT Direct.

15. Confidentiality

- 15.1 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.
- 15.2 We will only disclose the information;
- to the extent required by law; or
 - for the purposes of this Agreement including disclosing information to your financial institution at its request in connection with a claim made to an alleged incorrect debit.

16. Time

- 16.1 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.

17. Relationship with legislation

- 17.1 Nothing in this 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.
- 17.2 Nothing in this 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.

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.
- 18.2 You should check that other details that you have provided to us are correct. We may cancel or suspend this Agreement if we suspect misleading information has been provided in relation to this Agreement. It is an offence to give false or misleading information.
- 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 promptly check, using your DoTDirect online facility, to confirm that your infringement has been paid and processed at the time you expect.
- 18.8 You should notify us if you are no longer eligible to pay your traffic infringement in instalments.
- 18.9 You should, if you cancel your direct debit authority, consider any correspondence we may send you concerning your traffic infringement.
- 18.10 You should keep a copy of this document and the Direct Debit Request for future reference.