

Arrangement to Pay (ATP)

Application



opportunity » growth » lifestyle

This application is to be completed by the property owner(s). Please read the explanatory notes below before completing this form. Before submitting this application, please remove explanatory notes and keep for your reference.

Explanatory Notes

Who should complete this application?

Complete this application if you are a property owner wishing to apply for an arrangement to pay for your Rate and Valuation arrears and where applicable, current rates.

What is an 'Arrangement to Pay' (ATP)?

An ATP, allows you to make an arrangement with Council to pay your arrears and where applicable, current rates on a regular basis (fortnightly or monthly) by June to avoid any potential legal action and legal fees.

Application criteria

Your application for an arrangement to pay will only be considered if:

- You are the owner(s) of the property
- This application is completed in full and submitted with a signature(s)

Fees and Charges

Applicants should be aware that, in accordance with the *Local Government Act 1989*, interest will be charged on all arrears at the prescribed rate (as

per Section 2 of the *Penalty Interest Rates Act 1983*) until payment in full is received.

Lodging your form

Mail: Frankston City Council, PO Box 490, Frankston, VIC 3199

Email: scan your signed application form and email to info@frankston.vic.gov.au

In person, at a Council Customer Service Centre:

- Frankston Civic Centre: 30 Davey Street, Frankston
- Seaford Customer Service Centre, 1/6 Broughton Street Streets
- Langwarrin Customer Service Centre, Shop 6, Gateway Shopping Centre Cranbourne Road

Processing your application

1. Applications will be processed and responded to within 14 days of the application.
2. You will be notified in writing regarding the outcome of your application
3. If accepted, you will receive an acceptance letter setting out the terms we are offering and a payment schedule.

Progress statements will be available on request.

Penalties for default on your arrangement

In instances where two consecutive payments default and no contact is made with Council, all arrangements will be cancelled and this will result in all arrears becoming due and payable immediately. Frankston City Council may list these default payments with our credit reporting agency, which will affect your credit rating. Frankston City Council may also commence legal action for recovery of the full amount owing (including interest) without further notice. Legal fees start at \$500 and will be charged to the property owner.

Financial Hardship Policy

Frankston City Council has in place a Financial Hardship Policy. Applications for Financial Hardship assistance must be provided in writing, along with supporting evidence of hardship. This policy can be accessed via our website, visit: frankston.vic.gov.au or phone 1300 322 322 for a copy to be mailed to you.

More Information

Please contact Rate and Valuations Revenue Recovery Officer on (03) 9784 1858 for more information or for assistance completing this application.

Finance Department
Civic Centre, Davey Street, Frankston
PO Box 490, Frankston, Victoria 3199
Phone: 1300 322 322
Email: info@frankston.vic.gov.au Web:
frankston.vic.gov.au

Collection of Credit Information

Important Notice To Applicant(s) For Credit (Section 18(E)(1) Privacy Act 1988)

Notice of disclosure of your credit information to a credit reporting agency. (Privacy Act 1988)

Frankston City Council may give information about you to a credit reporting agency, for the following purposes:

to obtain a consumer credit report about you, and/or to allow the credit reporting agency to create or maintain a credit information file containing information about you.

The information is limited to:

Identity particulars - your name, sex, address (and previous two addresses), date of birth, name of employer, and driver licence number

Your application for credit or commercial credit - the fact that you have applied for credit and the amount. The fact that Frankston City Council is a current credit provider to you

Loan repayments which are overdue by more than 60 days, and for which debt collection action has started

Advice that your loan repayments are no longer overdue in respect of any default that has been listed

Information that, in the opinion of Frankston City Council you have committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with your credit obligations)

That credit provided to you by Frankston City Council has been paid or otherwise discharged
Period to which this understanding applies. This information may be given before, during or after the provision of credit to you.

Direct Debit Request Service Agreement (DDRSA)

The following information is relevant only to ratepayers taking up Direct Debit with their arrangement to pay:

| | |
|---------------------------------|--|
| 1. Debiting your account | <p>1.1 By signing a direct debit request, you have authorised Council to arrange for funds to be debited from your nominated account. You should refer to the direct debit request and this agreement for the terms of the arrangement between Council and you.</p> <p>1.2 Council will only arrange for funds to be debited from your account as authorised in the direct debit request.</p> <p>1.3 If debit days fall on a day that is not a banking business day, Council will direct your financial institution to debit your account on the following banking business day.</p> <p>1.4 This facility is not available for credit card accounts.</p> |
| 2. Changes by us | <p>2.1 Council may vary/cancel any details of this agreement under a direct debit request at any time by giving you at least 14 days written notice.</p> |
| 3. Changes by you | <p>3.1 You may change the arrangements under a direct debit request by completing a new direct debit request (DDR) and submitting the form to Council</p> <p>3.2 You may also cancel or suspend your authority for us to debit your account by giving Frankston City Council, 7 day's notice in writing before the next debit day.</p> <p>3.3 You may stop a direct debit item or request deferment of a debit item by contacting Council on 1300 322 322</p> |
| 4. Your obligation | <p>4.1 It is your responsibility to ensure the account details on your direct debit form are correct.</p> <p>4.2 It is your responsibility to ensure that there are sufficient funds available in your account to allow a debit payment to be made in accordance with the direct debit request. (Ensure funds are clear at time of debit).</p> <p>4.3 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 Council; and (c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by agreed time so that Council can process the debit payment. Two (2) consecutive failed direct debits may result in this agreement being cancelled.</p> <p>4.4 It is your responsibility to check your account statement to verify that the amounts are debited from your account are correct.</p> |
| 5. Dispute | <p>5.1 If you believe that there has been an error in debiting your account, you should notify Frankston City Council directly on 1300 322 322 and also confirm in writing with Council as soon as possible so that your query can be resolved promptly.</p> <p>5.2 If Council conclude as a result of investigations that your account has been incorrectly debited, we will arrange for the Financial Institution to adjust your Account accordingly. We will also notify you in writing of the amount by which your Account has been adjusted.</p> <p>5.3 If Council conclude as a result of our investigations that your account has not been incorrectly debited you will receive a written response to your query, providing you with</p> |

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| | | valid reasoning and any evidence for this finding. Any queries you may have about an error made in debiting your account should be directed to Council in the first instance so that we can attempt to resolve the matter. If Council cannot resolve the matter it will be suggested to you to contact your financial institution who will be able to obtain details from you of the disputed transactions, and may lodge a claim on your behalf. |
| 6. Accounts | 6.1 | You should check: (a) With your financial institution whether direct debit is available from your account as direct debit through the Bulk Electronic Clearing System (BECS) is not available on all accounts offered by financial institutions (b) That the account details which you have provided to Council are correct by checking them against a recent account statement, or by having your financial institution verify the account details and stamp the direct debit request form. |
| 7. Confidentiality | 7.1 | Council will keep any information (including your account details) stated on your direct debit request confidential. Council 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. |
| | 7.2 | Council will only disclose information that we have collected 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 queries or claims) (c) To your financial institution in the event of a claim or an alleged incorrect, or wrongful debit |
| 8. Notice | 8.1 | If you wish to notify Council in writing about anything relating to this agreement, you should write to: Frankston City Council, PO Box 490, Frankston, Vic 3199 |
| | 8.2 | Council will notify you by sending a notice in the ordinary post to the address shown on the relevant documents in relation to this agreement. |
| | 8.3 | Any notice will be deemed to have been received two business days after it is posted. |

Definitions

Account means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

Agreement means this Direct Debit Request Service Agreement between you and us.

Banking business day means a day other than a Saturday or a Sunday or a public holiday listed throughout Victoria.

Debit day means the day that your payment is due to Council.

Debit payment means a particular transaction where a debit is made.

Direct debit request means the direct debit request between *us* and *you*.

Us or **We** means Frankston City Council

You means the customer who signed the *direct debit* request.

Your financial institution is the financial institution where you hold the account that you authorised us to arrange to debit.

Arrangement to Pay

Please read the explanatory notes before completing this form.

Property and Applicant Details

Assessment Number: ABN:
(as shown on rates and valuations notice) (if applicable)

Owner Name(s):

Address:

Suburb: Post Code:

Postal Address

Please tick if postal address is the same as above.

Address:

Suburb: Post Code:

Contact Details

Day time phone number: Mob:

Email:

Payment Offer

Payment of the prior year's arrears ***must*** be made by 15 June of the following year.

Total arrears outstanding: \$ Current rates and charges: \$

I would like my payment plan to pay off: all arrears arrears and current

Please nominate your preferred payment schedule below. Instalments to be made:

Due Friday, fortnightly Due monthly on 30th For the amount of: \$

Payment are to commence: / / 20

Direct debit

I acknowledge that I have read and understood the terms and conditions governing the debit arrangements between myself and Frankston City Council, as set out in this Request and in the Direct Debit Request Service Agreement.

By signing this direct debit request, I authorise Frankston City Council to arrange for my payments to be debited through Frankston City Council's Bulk Electronic Clearing System from the account held at the financial institution identified below, subject to the terms and conditions of the Direct Debit Request Service Agreement (DDRSA) on page 3 and 4 of this document.

Name financial institution:

Branch: ABN (if applicable):

Account Name:

BSB: - Account Number:

Full Name: Full Name:

Signature: Signature:

Date: Date:

****Please be aware that your Direct Debit authority will remain in place for the term of this agreement. Once this agreement ends, you can apply separately to use Direct Debit for your future rates.****

Privacy Statement

Information collected on this form is for the purpose of assessing and processing your application for an arrangement to pay with Council. Unless stated otherwise, this information will be used solely by Council for that primary purpose or directly related purposes and will not otherwise be disclosed without your consent or as required or permitted by law. You may apply to Council for access and/or amendment of the information.

Declaration

I have read the attached explanatory notes and am aware of all interest and charges applicable to my Rates and Charges. I understand that in accordance with Section 172 of the *Local Government Act 1989*, and Council's budget resolution on overdue rates, I will be charged Penalty Interest at the prescribed rate (as per section 2 of the Penalty Interest Rates Act 1983) calculated on a daily basis, until the debt is paid in full.

I also understand that should the payment plan not be met (without agreement from Council) then the payment plan is considered cancelled and full payment of the amount outstanding is due immediately. The unpaid amount and all remaining amounts become an unpaid rate as defined by Section 180 of the *Local Government Act 1989*.

Failure to pay may mean Council shall undertake Legal Recovery and I accept that the cost of the legal recovery will be charged to me.

I have read and understood information given to me regarding Council's policy to give my credit information to a credit reporting agency on pages 1 and 2 of this application, and agree to the following:

1. Giving information to a Credit Reporting Agency (Section 18E(8)(c) Privacy Act 1988)

Frankston City Council has informed me that it may give certain personal information about me to a credit reporting agency.

2. Access to Consumer Credit Information (Section 18K(1)(b), Privacy Act 1988)

I/we agree Frankston City Council may obtain a consumer credit report containing information about me from a credit reporting agency for the purpose of assessing my/our application for commercial credit.

3. Exchange of Credit Worthiness Information (Section 18N, Privacy Act 1988)

I/we agree that Frankston City Council may exchange information with those credit providers named in this application or named in a consumer credit report issued by a credit reporting agency for the following purposes;

- to assess an application by me/us for credit
- to notify other credit providers of a default by me/us
- to exchange information with other credit providers as to the status of this loan where I am in default with other credit providers
- to assess my/our credit worthiness.

Full Name:

Full Name:

Signature:

Signature:

Date:

Date: