



OFFICIAL

Traffic Infringement Management Direct Debit Request Service Agreement

Overview of this Agreement

This is the Traffic Infringement Management Direct Debit Request Service Agreement (the '**Agreement**') between you and us, the Department of Transport (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 traffic infringement in instalments.

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 5 of the *Road Traffic (Administration) Act 2008* (WA), as amended from time-to-time ('**RT(Admin) Act**'), and Part 7 of the *Road Traffic (Administration) Regulations 2014* (WA), as amended from time-to-time ('**RT(Admin) Regs**'); it outlines the payment instalments option available to you as an individual, as specified on your traffic infringement.

In accordance with the RT(Admin) Act, only an individual is enabled to enter a Direct Debit arrangement with the Department of Transport to pay a traffic infringement in instalments within the initial payment period. This Agreement can only be applied to a singular infringement notice. Provided that the traffic infringements that you wish to pay by instalments are actually capable, under law, to be paid by instalments under the terms of this Agreement, you may enter into a new Agreement for as many applicable infringement notices as you would like. Where you wish to enter into this Direct Debit arrangement for multiple separate infringement notices, you expressly acknowledge that each Direct Debit Request for each of the infringement notices will constitute its own separate Agreement, with each of those Agreements operating independently of each other (including for the infringement notice that is subject to this present Agreement). The number of instalments of which are available for any traffic infringement notice shall be determined in accordance with this Agreement (and as authorised under the RT(Admin) Regs). **Organisations are not eligible to make payments of traffic infringements by instalments.** 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.

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 in relation to a Direct Debit arrangement for a singular applicable infringement notice, and which is 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) **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 traffic infringement in instalments;
 - (k) **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;
 - (l) **DoT** means the Department of Transport (ABN 27 285 643 255), including the Chief Executive Officer and Director-General of the DoT, or any officer employed by, or agent acting on behalf of, the DoT;
 - (m) **DoTDirect** means the online facility maintained and operated by the DoT 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 DoT Website;
 - (n) **financial institution** means the financial institution of which your Account is held and maintained, and which you have nominated in your Direct Debit Request;
 - (o) **initial payment period** has the same meaning as it is defined in section 91(2)(a) of the RT(Admin) Act;
 - (p) **payment failure** includes a payment that failed to process due to the financial institution associated with the Account details you provided to us dishonouring or rejecting the debit payment request;
 - (q) **RT(Admin) Act** means the *Road Traffic (Administration) Act 2008* (WA);
 - (r) **RT(Admin) Regs** means the *Road Traffic (Administration) Regulations 2014* (WA);
 - (s) **traffic infringement** or **infringement notice** means an infringement notice issued to you under the RT(Admin) Act for an alleged offence against an applicable traffic law that is in-force from time-to-time (excluding any fines imposed by a court of law), and which this Agreement is capable of being applied to;
 - (t) **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 DoT;
 - (u) **Website** means the online website maintained and operated by the DoT, accessible from time-to-time at the following Uniform Resource Locator weblink address: www.transport.wa.gov.au; and
 - (v) **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 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 1.5(a) to (d) shall not be construed or interpreted as an exhaustive list of things or events that can occur in good faith.
- 1.6 In this Agreement, the following words that are defined in sub-clauses (a)–(c) of this clause have the same or corresponding meanings to certain words or things under the *Fines, Penalties and Infringement Notices Enforcement Act 1994* (WA) ('**FPINE Act**')
- (a) **outstanding balance** has its corresponding meaning in section 14A(4)(b) of the FPINE Act (that is, the monetary amount of the modified penalty that remains unpaid);
 - (b) **final demand fee** has the same meaning as 'enforcement fees' which is defined under section 11 of the FPINE Act; and
 - (c) **Final Demand Notice** means, depending on the circumstances of the case, either:
 - (i) a final demand issued in accordance with section 14 of the FPINE Act; or
 - (ii) a final demand issued in accordance with section 14A of the FPINE Act.
- The following is an explanatory note within the meaning of clause 1.3 of this Agreement — final demands issued under section 14 of the FPINE Act are for infringement notices with a modified penalty in which this Agreement applies, but no instalment of the infringement notice pursuant to this Agreement has been paid. However, final demands issued under section 14A of the FPINE Act are for infringement notices with a modified penalty in which this Agreement applies and where the first instalment of the infringement notice pursuant to this Agreement has been paid, but one or more of the subsequent instalments of that same payment plan has or have not been paid.*

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 traffic infringement in instalments. You agree, and acknowledge, that this Agreement can only apply if you entered into it as an individual, and when it is entered into within the initial payment period, through your unique account registered on the DoTDirect online facility.
- 2.2 In addition to clause 2.1 above, you further agree, and acknowledge, that this Agreement is only available for an applicable infringement notice issued to you under the RT(Admin) Act, and that it cannot be entered into for a Final Demand Notice that has been issued to you (whether independently to this Agreement, or in connection with this Agreement). Where a Final Demand Notice has been issued to you in connection with this Agreement, clauses 2.7 to 2.12 below will apply.

2.3 We will attempt a debit payment request of the first instalment payment on or about the due date that is stated on the applicable infringement notice. We will then make debit payment requests in exact 28 calendar day intervals (**'ordinary due date'**) thereafter for subsequent instalment payments. However:

- (a) if an instalment payment (including the first instalment payment) is due on a day that is not a business day, we will attempt the debit payment request on the next available business day; and
- (b) in the event that an instalment payment falls on a day other than a business day, then the next instalment will be calculated by reference to its ordinary due date.

The following situations are examples within the meaning of clause 1.3 of this Agreement that may be contemplated by clause 2.3. For example (sub-clause 2.3(a)), if your first instalment payment due date falls on a day that is not a business day (i.e., Saturday and, for the purposes of this example, the following Monday is not a public holiday), we will attempt a debit payment request for the instalment amount on that following Monday. For example (sub-clause 2.3(b)), if your first instalment payment due date fell on Saturday, 25 January 2025, (Monday, 27 January 2025 being a public holiday (due to the 26 January public holiday falling on a Sunday in 2025)), the debit payment request would occur on Tuesday, 28 January 2025; however, your second instalment due date would be calculated from Saturday, 25 January 2025 (and not Tuesday, 28 January 2025), making your second instalment due date on or about Saturday, 22 February 2025.

2.4 The number of instalments in which you will be able to pay your traffic infringement shall be determined by reference to the total monetary amount that is stated on the infringement notice. The monetary value of each instalment of which you are required to pay shall be determined by taking the total amount specified on the applicable infringement notice and dividing it by the applicable maximum number of allowed instalments. The calculated monetary amount for each instalment will be equal, or as near to equal, in value. In this regard, and subject to clause 2.5 below, the number of instalments is calculated by reference to the following table:

PAYMENT OF INFRINGEMENT NOTICES BY INSTALMENTS		
Based on the statutory language of the RT(Admin) Regs, Regulation 26D		
Minimum monetary amount of modified penalty on infringement notice	Maximum monetary amount of modified penalty on infringement notice	Maximum number of allowed instalments
\$0.01	\$400.00 (up to and equal to eight penalty units)	Four (4)
\$400.01 (greater than eight penalty units)	\$1,000.00 (more than eight penalty units but less than or equal to 20 penalty units)	Six (6)
\$1,000.01 (greater than 20 penalty units)	No Maximum	Ten (10)

The following situation is an example within the meaning of clause 1.3 of this Agreement that may be contemplated by clause 2.4 — for example, if the applicable traffic infringement in which this Agreement applies specifies an amount of \$400.00 (which, for the purposes of this example only, is the modified penalty stated on your infringement notice), the maximum number of allowed instalments is four instalments; \$400.00 shall be divided by four equal instalments, meaning each instalment shall be \$100.00 at every ordinary due date.

2.5 With regard to the table provided under clause 2.4 above, you agree, and acknowledge, that the monetary amounts provided in the table are for convenience only and that the minimum or maximum amounts may change from time-to-time due to the enactment of new (or amendments to existing) legislation, which may include (but is not limited to) the RT(Admin) Act and the RT(Admin) Regs.

- 2.6 In relation to clauses 2.4 and 2.5 above, and without limiting the scope of those clauses, you agree, and acknowledge:
- (a) that the applicable monetary amount for an alleged traffic offence may be determined in accordance with a relevant Act from time-to-time with reference to 'penalty units' or 'PU', the monetary value of which may also change from time-to-time; and
 - (b) the monetary amount stated on your infringement notice may be comprised of different monetary amounts due to operation of law (including and in addition to the penalty units described above in sub-clause 2.6(a)). As such, you acknowledge that altogether these different monetary amounts are combined into one total monetary amount on the applicable infringement notice (which is known as the 'modified penalty'); and
 - (c) the minimum and maximum number of instalments that you will be able to apply to an applicable infringement notice will be determined by reference to the modified penalty amount stated on that infringement notice, as described in sub-clause 2.6(b) above; and
 - (d) while we will take reasonable steps, and make reasonable efforts, to ensure that the correct maximum number of instalments will be applied to an applicable traffic infringement, you agree, and acknowledge, that we will not be held liable or responsible for any loss or damage that may arise from applying an incorrect minimum and maximum number of allowed instalments on an applicable traffic infringement, provided that it occurred in good faith. Where this sub-clause is applicable, you may contact us with a notice of your concerns under the relevant provisions of clause 12 below.
- 2.7 If there is a payment failure, we may suspend or cancel this Agreement in accordance with the provisions under clause 7 below. Where suspension or cancellation of this Agreement occurs, and subject to clause 2.8 below, a Final Demand Notice will be issued to you that specifies any outstanding balance, and such Notice will include any applicable additional final demand fees.
- 2.8 If this Agreement is suspended or cancelled, including (but not limited to) when there is a payment failure, you will only be permitted to pay the outstanding balance and applicable additional final demand fees specified in the Final Demand Notice (as described in clause 2.7 above) in full. Further, you will not be permitted to enter into an Agreement for any Final Demand Notice. Relevantly, where we suspend or cancel this Agreement, and a Final Demand Notice is to be issued to you, one of the following sub-clauses will apply:
- (a) where you have not made any instalment payment in accordance with the terms of this Agreement, a Final Demand Notice shall be issued to you under section 14 of the FPINE Act and such Notice will include any applicable additional final demand fees; however
 - (b) where the first instalment of the instalment payment plan has been paid in accordance with the terms of this Agreement, but any one of the subsequent instalments of the relevant payment plan have not been paid in accordance with the terms of this Agreement, a Final Demand Notice shall be issued to you under section 14A of the FPINE Act and such Notice will include any applicable additional final demand fees.
- 2.9 Where clauses 2.7 and 2.8 above apply, you agree, and acknowledge, that you will be unable to escalate payment of the Final Demand Notice further. You further agree, and acknowledge, that no Direct Debit Request shall be allowed, or Agreement entered into, for a Final Demand Notice that has been issued in relation to an infringement notice. Where a Final Demand Notice has been issued to you in relation to an infringement notice (that infringement notice being the '**original infringement notice**'), the original infringement notice shall not be capable of being subject to this Agreement, irrespective of whether the original infringement notice has ever previously been subject to a Direct Debit Request and an Agreement.

The following is an example within the meaning of clause 1.3 of this Agreement — for example, if you have been issued with a Final Demand Notice in relation to an infringement notice, the effect of this clause 2.9 means that you would be disallowed from entering into an Agreement for the Final Demand Notice. Further, you would be disallowed from entering into an Agreement for the original infringement notice (which the Final Demand Notice relates to) in circumstances where the original infringement notice was subject to this Agreement (but it was suspended or cancelled), but even in circumstances where you have never entered into any Agreement for the original infringement notice.

- 2.10 If, for any reason (including, but not limited to, when a mistake, administrative error, or similar thing or event occurs), this Agreement is entered into for an original infringement notice (as described above in clause 2.9), or any Final Demand Notice subsequently issued (whether independently to this Agreement or in connection with this Agreement), you agree, and acknowledge, that:
- (a) notwithstanding the provisions under clause 7 below, we reserve the right to cancel any such Agreement at any time without notice to you; and
 - (b) we will not be held liable or responsible for any loss or damage you may suffer as a result of us cancelling such an Agreement in accordance with this clause; and
 - (c) nothing in this clause discharges your sole responsibility to ensure payment in total satisfaction of the Final Demand Notice using another authorised payment method.
- 2.11 You agree, and acknowledge, that nothing in this Agreement shall be construed as discharging, displacing, or derogating the rights, obligations, duties, limitations, or responsibilities of the parties to this Agreement as they relate to Final Demand Notices under the FPINE Act.
- 2.12 You agree, and undertake to us, that you will make payment of all your instalment amounts as determined under clauses 2.3 to 2.6 above. You also understand, and acknowledge, that no options to defer the terms of this Agreement or an infringement notice shall be available to you. In the event there is a continued failure to pay the required amounts on the relevant due dates, and even after a Final Demand Notice is issued to you in accordance with clauses 2.7 and 2.8 above, nothing in this Agreement derogates or displaces any right we may have to take further action applicable to traffic infringements 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 DoT's online facility, DoTDirect, which is available from time-to-time through the DoT'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 understand, and acknowledge, that we will rely on this warranty if any dispute arises in relation to this Agreement. You further 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.
- 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, 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 DoT 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. Debit payment requests made by us shall be in accordance with clauses 2.3 to 2.6 above.
- 4.2 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 this Agreement is suspended, cancelled, or the applicable traffic infringement becomes paid in full.
- 4.3 If, for any reason outside of your control, you are prevented from paying an instalment payment of your applicable infringement notice through the DoTDirect online facility (including in, but not limited to, the circumstances contemplated by clauses 3.5 and 3.6 above), you warrant, and undertake, to us that you will notify us as soon as practicable in accordance with a communication method available under clause 9.3(b)–(d) below.
- The following situations are examples within the meaning of clause 1.3 of this Agreement that may be contemplated by clause 4.3 — for example, the payment facility through DoTDirect may be experiencing technical difficulties preventing the processing of payments. Another example would be your financial institution may be experiencing technical difficulties affecting its online or payment systems, which may prevent the processing of our debit payment request. Under clause 4.3, and in both example situations just described, you will need to notify us as soon as practicable using one of the methods under clause 9.3(b)–(d) of the Agreement.*
- 4.4 In relation to clause 4.3 above, and in the event that the circumstances described in that clause continue to prevent you from paying an instalment payment in accordance with the terms of this Agreement; then, upon receiving your notice under clause 4.3 above, we may advise you of the available options to you regarding your applicable infringement notice.
- 4.5 You agree, and acknowledge, that where clauses 4.3 and 4.4 above apply, your applicable infringement notice may become ineligible for further instalment payments under this Agreement and, in which case, we will suspend or cancel this Agreement. However, if there is a continued failure to pay, even where clauses 4.3 and 4.4 above apply, you agree, and acknowledge, that we may take further applicable action in connection with such suspension or cancellation of this Agreement. Further, nothing in clauses 4.3 and 4.4 above, or this clause, shall be construed as discharging your sole responsibility of ensuring payment of any outstanding balance of your applicable infringement notice by other authorised means, regardless of whether we advise you in accordance with these clauses.

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.
- 5.2 During which this Agreement is in-force, debit payments shall be in accordance with clauses 2.3 to 2.6 above. However, in addition to the circumstances as described in clause 2.3 above, a debit payment may occur at a later date in other 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) 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.
- 5.3 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.
- 5.4 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 5.2(b) above applies.

6. PAYMENT FAILURE AND NOTICE

- 6.1 In the event that we make a debit payment request for an instalment payment, 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 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 issue you a Final Demand Notice, in which case clauses 2.7 to 2.12 above will apply.
- 6.3 Provided that you give us notice by using 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. Your financial institution may also change your nominated Account details on your behalf by using the method available under clause 9.2 below. 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 your ordinary due date, as described in clause 2.3 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 due to a failure to provide us with notice in accordance with this clause and its sub-clauses.

- 6.4 Where a payment failure arises in connection with clause 6.3 above, clauses 6.1 to 6.2 above apply. You 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 from a failure by you or your financial institution to comply with the notice requirements in clause 6.3. In the event that the Agreement is suspended or cancelled by reason of this clause 6.4, we may issue a Final Demand Notice to you and clauses 2.7 to 2.12 above will apply, regardless of whether we contact you regarding this payment failure.
- 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 and, if there is a continued failure to pay the outstanding balance of the applicable infringement notice, we will issue you a Final Demand Notice (in which case clauses 2.7 to 2.12 above will apply).

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 traffic infringement, become no longer eligible for instalment payments under this Agreement;
 - (d) you have entered into this Agreement for an original infringement notice (as described in clause 2.9 above) or a Final Demand Notice;
 - (e) 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));
 - (f) we suspect and form the view that we have been provided with false or misleading information in relation to the Agreement;
 - (g) there is a payment failure as described under the relevant provisions of clauses 2 and 6 above;
 - (h) when we are required to do so by operation of law;
 - (i) 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 traffic infringement. However, nothing in this Agreement and this clause shall be construed as discharging your sole responsibility to ensure that payment of your infringement notice is made by you, even if you do not receive notice from us in accordance with this clause.

- 7.3 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. Where we cancel this Agreement in whole, and there is a continued failure by you to pay an outstanding balance of your applicable infringement notice, then a Final Demand Notice shall be issued to you and clauses 2.7 to 2.12 above will apply.
- 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 ordinary due date of your next instalment payment, as determined by clause 2.3 above. We may then advise you of your options concerning your traffic infringement.
- 8.2 Nothing under the provisions of this clause 8 shall be construed as discharging your sole responsibility of ensuring that payment is made for any outstanding balance for an applicable traffic infringement. In the event that you cancel this Agreement before the full amount of the applicable traffic infringement has been paid off in full:
- (a) you warrant, and undertake, to us that you will make payment of any outstanding balance in full satisfaction of the infringement notice that was subject to this Agreement, but for your cancellation under clause 8.1; and
 - (b) you understand, and acknowledge, that we will rely on the warranty and undertaking in sub-clause 8.2(a) above if any dispute arises in relation to this Agreement; and
 - (c) you understand, and acknowledge, that we may take any further action available to us against you if you fail to pay any outstanding balance of an applicable traffic infringement under any applicable law, including (but not limited to) issuing you a Final Demand Notice, in which case clauses 2.7 to 2.12 above will apply.

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 in relation to this Agreement by sending an email to: contactcentre@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 DoT 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 that you may suffer 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 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 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, 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 received by us in accordance with the method described in clause 9.2 above from an email address that is easily ascertainable to be from your financial institution.
- 12.6 Where we receive a notice of your concern from your financial institution, but it is not in accordance with the written requirements of clause 12.5 above, that notice may be deemed as not being received by us. Where we receive such notice in accordance with the written requirements of 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. 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 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 as limiting your powers, functions, duties, or responsibilities under any Act or any subsidiary legislation made under such Acts.

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 know that we may cancel or suspend this Agreement if we suspect 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 traffic infringement instalment payments, or the outstanding amount on your traffic infringement (if applicable), 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 traffic infringement in instalments.
9. You will consider and take into account, if you cancel your direct debit authority, any correspondence we may send you concerning your traffic infringement and the available options to pay the outstanding amount on that traffic infringement.
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 traffic infringements. You understand that there are serious consequences for committing this offence and that you may be prosecuted and found criminally liable.