

Terms & Conditions

By enrolling in the Pre-Authorized Payment Plan (the “Plan”), I/we:

1. authorize the Town of Whitby to withdraw property tax payments payable to the Town of Whitby, at the specified Withdrawal Dates and Withdrawal Amounts, from the account as indicated on the attached “VOID” cheque.
2. am/are responsible for the payment of property taxes for my/our property. If a mortgage company is currently shown as responsible for paying, then this enrollment will be considered the authorization to remove their interest effective immediately.
3. will check my/our financial institution statement regularly to confirm the withdrawals are being made in accordance with the authorization.
4. warrant that all person(s) signature(s) are required to sign on this account have signed this agreement. In the case of land owned by a partnership or corporation, I (we) represent and warrant that I(we) have the authority to bind the partnership or corporation and that I(we) are duly authorized to enroll by the partnership or corporation.
5. acknowledge that delivery of authorization of the Town of Whitby constitutes delivery by me/us to the branch of the financial institution of which I/we maintain an account at and that such financial institution is not required to verify that the payments(s) are withdrawn in accordance with this authorization.
6. will notify the Town of Whitby in writing of any changes to my/our financial institution, branch or account. All changes must be submitted by the end of the month prior to the next withdrawal.
7. acknowledge that I/we may be terminated from the Plan if a payment is returned by my/our financial institution and is not replaced which places the account in default of the payment arrangement established to avoid tax sale.
8. agree that late payment fees and/or administrative fees may be added to the withdrawal amounts for any unsuccessful withdrawals, including pre-authorized payments that did not clear through my/our bank/financial institution account.
9. agree that the withdrawal amount may be reduced as a result of assessment changes pursuant to section 32, 33, 34, 39.1, 40 or 46 of the *Assessment Act* and/or tax appeals pursuant to section 334, 357 or 358 of the *Municipal Act, 2001*.
10. acknowledge that if additional charges, including but not limited to a lien pursuant to the *Municipal Act, 2001* are added to the tax account, such charges will be included in the monthly withdraw amounts.
11. understand that additional property taxes resulting from supplementary/omitted assessments pursuant to section 33 or 34 of the *Assessment Act* and/or assessment changes pursuant to section 32, 39.1, 40 or 46 of the *Assessment Act* and/or tax appeals pursuant to section 359 or 359.1 of the *Municipal Act, 2001* will be billed separately as supplementary billings and will be included in the re-calculated withdrawal amounts.
12. acknowledge that, unless otherwise specified in the specific Plan chosen, enrollment is automatically renewed annually and that I/we may apply for cancellation of the plan by visiting www.whitby.ca/tax or sending the request in writing to the Tax Department before the end of the month prior to the next withdrawal date. (see more information in the “Voluntary Cancellation/ Property Sale” section, below)
13. agree that if there has been an error in processing the withdrawal by my/our financial institution, administrative fees will still apply, and it will be my/our responsibility to recover any fees from my/our financial institution.
14. acknowledge that if my/our account was compromised that resulted in an unsuccessful Plan withdrawal, administrative fees will be waived once proof of the compromised account has been provided to the satisfaction of the Tax Department.
15. have recourse right if any debit does not comply with this agreement. I(we) have the right to receive reimbursement for any PAP that is not authorized or is not consistent with the PAP agreement. To obtain a form for a reimbursement claim or for more information on my/our recourse rights, I(we) may contact my/our financial institution or visit www.cdnpay.ca.
16. acknowledge, if I/we are enrolled in the Arrears Plan (outlined in the application), late payment fees continue to apply but the Town of Whitby will not proceed with a tax sale of my/our property as provided for in the *Municipal Act, 2001* as long as withdrawals are successful, and the payment arrangement is still valid.

Void Cheque

If the name on the Void cheque does not match that of the ownership name(s) on the tax account, both the person whose name is on the void cheque (the “Payee”) and the registered owner(s) of the tax account (the “Owner”) must sign the enrollment form. Further, the Payee and Owner agree that any overpayment or credit on the account will be refunded to the owner of the tax account and not the payee. The Owner and Payee agree that any administrative fees associated with any payments returned from the Payee’s financial institution will be added to the Owner’s tax roll and form part of the taxes due. Cancellations can be made by either the Owner or the Payee.

Voluntary Cancellation / Property Sale

If I/we are changing ownership of the property and/or need to cancel the pre-authorized payments, I/we will notify the Tax Department in writing before the end of the month prior to the next withdrawal date. I(we) acknowledge that if notice is not given to cancel the plan when a sale occurs any payments withdrawn after the sale date will remain on the account and it will be the vendor’s responsibility to negotiate these payments with their lawyers.