

# Direct Debit Service Agreement

This is your Direct Debit Agreement with the State Debt Recovery (SDR). It explains what your obligations are to your Direct Debit provider.

Please keep this Agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

## How to contact us

Email us via: [www.sdrc.nsw.gov.au/contact](http://www.sdrc.nsw.gov.au/contact)

Mail: PO Box A2571, Sydney South, NSW 1235

Alternatively, contact your financial institution.

All communications addressed to us should include your penalty/reference number. These should be made at least seven (7) working days prior to the next scheduled drawing date.

## 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 DDR Service Agreement between you and us.
- **banking day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.
- **debit day** means the day that payment by you to us is due.
- **debit payment** means a particular transaction where a debit is made.
- **direct debit request** means the DDR between us and you.
- **us** or **we** means State Debt Recovery, whom you have authorised by requesting a DDR
- **your financial institution** means the financial institution nominated by you on the DDR at which the account is maintained.

## Debiting your account

By providing us with a valid instruction, you have authorised us to arrange for funds to be debited from your account. You should refer to the DDR and this agreement for the terms of the arrangement between us and you.

We will only arrange for funds to be debited from your account if we have sent a billing advice to your latest address held in our records, which specifies the amount payable by you to us and when it is due.

If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

## Amendments by us

We may vary any agreement or DDR details at any time by giving you at least fourteen (14) days' written notice.

## Amendments by you

You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least seven (7) days' notification by:

- mail at PO Box A2571, Sydney South, NSW 1235 or
- visiting our website at [www.sdrc.nsw.gov.au](http://www.sdrc.nsw.gov.au) or
- telephoning us on 1300 655 805 during business hours or
- arranging it through your financial institution, which is required to act promptly on your instructions.



## Your obligations

It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the DDR.

If there are insufficient clear funds in your account to meet a debit payment, you:

- may be charged a fee and/or interest by your financial institution
- may also incur fees or charges imposed or incurred by us
- must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.

You should check your account statement to verify that the amounts debited from your account are correct.

## Dispute

If you believe that there has been an error in debiting your account, you should notify us directly on 130 655 805 as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up directly with your financial institution.

If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account accordingly. We will also notify you in writing of the amount by which your account has been adjusted.

If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding in writing.

## Accounts

You should check:

- with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions
- your account details which you have provided to us are correct by checking them against a recent account statement
- with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the DDR.

## Confidentiality

We will keep any information (including your account details) in your DDR confidential. We 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.

We will only disclose information that we have about you:

- to the extent specifically required by law or
- for the purposes of this agreement (including disclosing information in connection with any query or claim).

## Notice

If you wish to notify us in writing about anything relating to this agreement, you should write to:  
PO Box A2571, Sydney South, NSW 1235

We will notify you by sending a notice in the ordinary post to the latest address held in our records.

Any notice will be deemed to have been received on the third banking day after posting.