

Direct Debit Request Service Agreement

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.

Business 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 direct debit request between us and you.

Us or we means the State Debt Recovery on behalf of the Office of State Revenue, which you have authorised by signing a direct debit request.

You means the person named on the penalty notice and who has agreed to the direct debit request.

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

1. Debiting your account

- 1.1 By agreeing to a direct debit request, you have authorised us to arrange for account funds to be debited to your account. You should refer to the direct debit request and this agreement for the terms of our arrangement.
- 1.2 We will only arrange for funds to be debited to your account as authorised in the direct debit request.
- 1.3 If the debit day falls on a day that is not a business day, we will direct your financial institution to debit your account on the next business day. If you are unsure about which day your account has or will be debited, you should ask your financial institution.

2. Changes by us

- 2.1 We will only vary any details of this agreement or a direct debit request after giving you at least fourteen (14) days written notice.
- 2.2 We will automatically cancel your direct debit request once:
 - **your penalty notice has been paid in full**
 - **your penalty notice is subject to a penalty notice enforcement order.**

3. Changes by you

- 3.1 You may change the arrangement under a direct debit request by contacting us on 1300 492 392.
- 3.2 You may also cancel your authority for us to debit your account at any time by calling the direct debit automatic hotline on 1300 138 118 and using your direct debit receipt number provided to you at the time of entering into your direct debit request. You must cancel at least 24 hours before the next debit day.



4. Your obligations

- 4.1 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 direct debit request.
- 4.2 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**
 - **you may incur fees or charges imposed or incurred by us**
 - **you must arrange for the debit payment to be made by another method to ensure you do not fall behind in your agreement.**
- 4.3 You should check your account statement to verify that the amounts debited from your account are correct.

5. Dispute

- 5.1 If you believe there has been an error in debiting your account, you should notify us directly on 1300 138 118 and confirm that notice in writing as soon as possible so that we can resolve your query quickly.
- 5.2 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.
- 5.3 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.
- 5.4 Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter. If we cannot resolve the matter, you can still refer it to your financial institution which will obtain details of the disputed transaction and may lodge a claim on your behalf.

6. Accounts

- 6.1 You should check:
- **with your financial institution whether direct debiting is available for your account as direct debiting is not available on all accounts offered by financial institutions**
 - **with your financial institution if additional fees and charges may be incurred by you as a result of this direct debit agreement**
 - **the account details you have provided to us are correct by checking them against recent account statements.**

7. Confidentiality

- 7.1 We will keep all information in your direct debit request 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.
- 7.2 We will only disclose information that we have about you:
- **to the extent specifically required by law**
 - **for the purpose of this agreement (including disclosing information in connection with any query or claim).**