

Direct Debit Request Service Agreement

(Do NOT return this page with your Application - Retain For Your Record)

1. **Check that your account allows for Direct Debits** – Direct Debiting through BECS (Bulk Electronic Clearing System) is not available on all accounts. You should check a recent statement for your account (and, if in doubt, check directly with your financial institution) to ensure that your account has this facility **BEFORE YOU COMPLETE THE DIRECT DEBIT REQUEST (DDR) FORM.**
2. **Variations to Arrangements by Department** – Variations to the agreement will not be made by the State Penalties Enforcement Registry (SPER) without your authority.
3. **Variations to Arrangements by Customer -**
 - Variation of Arrangements** – Requests to decrease an amount or frequency of a direct debit can be made in writing or by calling the SPER Call Centre. If sufficient time allows the alteration will take effect from the next scheduled direct debit date.
 - Cancelling a Debit Request** – To cancel a **Direct Debit Request** contact the SPER Call Centre. Notice of cancellation must be provided to SPER, **not** your own financial institution.
 - Cancelling/Altering a Single Debit** – If you wish to cancel or alter a single one-off debit (e.g. you have insufficient funds) contact the SPER Call Centre to arrange the alteration. If sufficient time allows the alteration will be made.
4. **Variations to Arrangements by Referring Agencies -**
 - Referring Agencies acknowledge the amount deducted will vary in accordance with the number of debt registrations.
 - Cancelling a Debit Request** – To cancel a **Direct Debit Request** contact the SPER Call Centre. Notice of cancellation must be provided to SPER, **not** your own financial institution.
 - Cancelling/Altering a Single Debit** – If you wish to cancel or alter a single one-off debit (e.g. you have insufficient funds) contact the SPER Call Centre to arrange the alteration. If sufficient time allows the alteration will be made.
5. **Disputes** – If you dispute any debit to your account pursuant to the **Direct Debit Request**, you should direct your query to the SPER Call Centre to discuss the matter before lodging a written dispute. Should you be required to put your dispute in writing set out your details and the item/s which you dispute.
6. **Change of Account** – If you wish to replace a **Direct Debit Request** because of a change of your account, an amended Direct Debit must be completed. Contact the SPER Call Centre to arrange for a new request to be forwarded to you. Until the new signed Direct Debit Request form is returned and registered with SPER, the current Direct Debit arrangement will continue.
7. **Funds to be maintained in account** – It is your responsibility to have sufficient clear funds available in your account by the due date to permit payment of debits in accordance with your **Direct Debit Request.**
8. **Payments due on non business days** – If a day nominated for a debit on the **Direct Debit Request** is not a business day in the place of lodgement (for example, a weekend or public holiday) your account will be debited on the next business day. Enquiries as to when the debit will be processed should be directed to your financial institution.
9. **Dishonoured Debts** – If your financial institution does not pay a debit requested in accordance with the **Direct Debit Request** you should make alternative arrangements to ensure SPER is paid that amount immediately. SPER may also charge any dishonour fee it incurs as a result of the dishonour. Charges may also be imposed by your own Financial Institution for dishonoured debts.
10. **Customer's Agreement**
 - i.) The customer acknowledges monies deducted from the indicated account are in satisfaction of debt/s registered with the SPER. Monies will be deducted as per the DDR until complete satisfaction of the debt/s. The final deduction will be automatically reduced to the amount remaining and will not exceed the amount agreed in the DDR.
 - ii.) The customer acknowledges that any debt registered with SPER after the lodgement of the DDR will be automatically added to the debt/s that are the subject of the Direct Debit agreement.
11. **Privacy** – The information you provide on the **Direct Debit Request** will only be used by SPER for the purpose intended. SPER will take reasonable precautions to maintain the confidentiality of your records and account details. Note, however, that SPER's financial institution may require such information to be provided in connection with a claim made on it relating to an alleged incorrect or wrongful debit.