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| Direct Debit Request Service Agreement |
| Department of Families, Fairness and Housing |

This is your Direct Debit Service Agreement with the **Department of Families, Fairness and Housing (the department)**[User Id 539026], **ABN 88 139 482 080 for rent payable to the department**. It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as 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.

# 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.

**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 Direct Debit Request between us and you.

**us or we** means the Department of Families, Fairness and Housing, (the Debit User) you have authorised by requesting a Direct Debit Request.

**you** means the customer who has signed or authorised by other means the Direct Debit Request.

**your financial institution** means the financial institution nominated by you on the DDR at which the account is maintained.

# 1. Debiting your account

1.1 By signing a **Direct Debit Request** or 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 **Direct Debit Request** and this agreement for the terms of the arrangement between **us** and **you**.

1.2 We will only arrange for funds to be debited from **your account** as authorised in the **Direct Debit Request**.

**or**

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

1.3 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**.

# 2. Amendments by us

2.1 We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least fourteen (14) days written notice.

# 3. Amendments by you

You may change[[1]](#footnote-2), stop or defer a debit payment, or terminate this agreement by providing us with at least **Seven (7)** days notification by writing to:

Department of Families, Fairness and Housing, Attention Specialist Housing for Disability, Tenancy Operations team
Level 8, 50 Lonsdale Street Melbourne Victoria 3000;

by emailing us on myhome@homes.vic.gov.au;

by telephoning us on 1300 161 485 during business hours; or

by arranging it through your own financial institution, which is required to act promptly on your instructions.

Please note that we will make appropriate amendments within **Seven (7)** days following receipt of your request.

# 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**:

* + - 1. you may be charged a fee and/or interest by **your financial institution**;
			2. you may also incur fees or charges imposed or incurred by **us**; and
			3. you 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**.

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 that there has been an error in debiting **your account**, you should notify us directly on 1300 161 485 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively, you can take it up directly with your financial institution.

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 (including interest and charges) 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 in writing.

# 6. Accounts

You should check:

* + - 1. 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 via the Bulk Electronic Clearing System (BECS).
			2. your account details which you have provided to us are correct by checking them against a **recent account statement**; and

with **your financial institution** before completing the **Direct Debit Request** if you have any queries about how to complete the **Direct Debit Request**.

 Note: in relation to the above reference to ‘change’, your financial institution may ‘change’ your debit payment only to the extent of advising us the Department of Families, Fairness and Housing of your new account details.

**7. Confidentiality**

7.1 We will keep any information (including **your account details**) 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:

* + - 1. to the extent specifically required by law;
			2. for the purposes of this agreement; or
			(including disclosing information in connection with any query or claim)
			3. to initiate rental collection process and in relation to a dispute

# 8. Notice

8.1 If you wish to notify us in writing about anything relating to this **agreement**, you should write to the Department of Families, Fairness and Housing at Department of Families, Fairness and Housing, Attention Specialist Housing For Disability, Tenancy Operations Team, Level 8, 50 Lonsdale Street Melbourne Victoria 3000.

8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the
**Direct Debit Request**.

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

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| To receive this document in another format, phone 1300 161 485, using the National Relay Service 13 36 77 if required, or email myhome@homes.vic.gov.auAuthorised and published by the Victorian Government, 1 Treasury Place, Melbourne.© State of Victoria, Australia, Department of Families, Fairness and Housing, February 2021. |

1. [↑](#footnote-ref-2)