



ACT Magistrates Court
4 Knowles Place
CANBERRA CITY
ACT 2601.
GPO Box 370
CANBERRA CITY
ACT 2601.

Direct Debit Request Service Agreement

This is your Direct Debit Service Agreement with **ACT Magistrates Court, User Id No. 77641 & ABN 98 636 852 025**. 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 **ACT Magistrates Court**, (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 <i>agreement</i> or a <i>Direct Debit Request</i> at any time by giving <i>you</i> at least fourteen (14) days written notice.
3. Amendments by you	<p><i>You</i> may change*, stop or defer a debit payment, or terminate this agreement by providing us with at least 3 days notification by writing to:</p> <p>DDR – ACT Magistrates Court GPO Box 370 CANBERRA CITY ACT 2601</p> <p><i>or</i></p> <p>by telephoning us on (02) 6205 5250 during business hours;</p> <p><i>or</i></p> <p>arranging it through your own financial institution, which is required to act promptly on your instructions.</p> <p>*Note: in relation to the above reference to ‘change’, your financial institution may ‘change’ your debit payment only to the extent of advising us ACT Magistrates Court of your new account details.</p>
4. Your obligations	<p>4.1 It is <i>your</i> responsibility to ensure that there are sufficient clear funds available in <i>your</i> account to allow a <i>debit payment</i> to be made in accordance with the <i>Direct Debit Request</i>.</p> <p>4.2 If there are insufficient clear funds in <i>your account</i> to meet a <i>debit payment</i>:</p> <ul style="list-style-type: none"> (a) <i>you</i> may be charged a fee and/or interest by <i>your financial institution</i>; (b) <i>you</i> may also incur fees or charges imposed or incurred by <i>us</i>; and (c) <i>you</i> must arrange for the <i>debit payment</i> to be made by another method or arrange for sufficient clear funds to be in <i>your account</i> by an agreed time so that <i>we</i> can process the <i>debit payment</i>. <p>4.3 <i>You</i> should check <i>your account</i> statement to verify that the amounts debited from <i>your account</i> are correct</p>
5 Dispute	<p>5.1 If you believe that there has been an error in debiting <i>your account</i>, <i>you</i> should notify us directly on (02) 6205 5250 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.</p> <p>5.2 If <i>we</i> conclude as a result of our investigations that <i>your account</i> has been incorrectly debited <i>we</i> will respond to <i>your</i> query by arranging for <i>your financial institution</i> to adjust <i>your</i> account (including interest and charges) accordingly. <i>We</i> will also notify you in writing of the amount by which <i>your account</i> has been adjusted.</p> <p>5.3 If <i>we</i> conclude as a result of our investigations that <i>your account</i> has not been incorrectly debited <i>we</i> will respond to <i>your</i> query by providing <i>you</i> with reasons and any evidence for this finding in writing.</p>

6. Accounts	<p><i>You should check:</i></p> <ul style="list-style-type: none"> (a) with <i>your financial institution</i> whether direct debiting is available from <i>your account</i> as direct debiting is not available on all accounts offered by financial institutions. (b) <i>your account details</i> which <i>you</i> have provided to <i>us</i> are correct by checking them against a recent <i>account statement</i>; and (c) with <i>your financial institution</i> before completing the <i>Direct Debit Request</i> if <i>you</i> have any queries about how to complete the <i>Direct Debit Request</i>.
7. Confidentiality	<p>7.1 <i>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.</i></p> <p>7.2 <i>We will only disclose information that we have about you:</i></p> <ul style="list-style-type: none"> (a) to the extent specifically required by law; or (b) for the purposes of this <i>agreement</i> (including disclosing information in connection with any query or claim).
8. Notice	<p>8.1 If <i>you</i> wish to notify <i>us</i> in writing about anything relating to this <i>agreement</i>, <i>you</i> should write to</p> <p>DDR ACT Magistrates Court GPO Box 370 CANBERRA CITY ACT 2601</p> <p>8.2 <i>We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit Request.</i></p> <p>8.3 Any notice will be deemed to have been received on the third <i>banking day</i> after posting.</p>



ACT MAGISTRATES COURT DIRECT DEBIT REQUEST FORM

The Manager

Name of Bank/Financial Institution _____

Name of branch _____

Address of Branch _____

Dear Sir/Madam

I/We

Mr/Mrs/Ms/Miss (please circle preference)

Surname _____

Given Names _____ Date _____

request you, until further notice, to debit my/our account described in the schedule below, any amounts which the **ACT Magistrates Court** (User ID No 77641) may debit or charge me/us through the Bulk Electronic Clearing System.

I/We understand and acknowledge that: the ACT Magistrates Court may in its absolute discretion, terminate this authority at any time, by notice in writing to me.

IMPORTANT PLEASE NOTE:

Proof of bank account ownership is required with this application by way of a copy of a recent bank account statement for the nominated account showing the account holder name/s, BSB and account number.

If a third party or parties' account is nominated the account holder/s need to provide a letter of authority and a copy of a bank statement for the nominated account showing the account holder/s name, BSB and account number. This includes written agreement from the other party where the nominated account is a joint account. This agreement request will not be actioned without provision of proof of account ownership. It is an offence if false information is provided in this agreement request (i.e., you use another person's account details without their permission).

The Schedule

(NB Direct Debiting may not be available on the full range of accounts - i.e., Passbook accounts. If in doubt please refer to your Financial Institution)

Your Name as it appears on Bank/Financial Institution Account

Bank/State/Branch No. or Financial Institution No (BSB) _ _ _ - _ _ _

Account No _____ (account number should be up to 9 digits)

Signature/s of customer _____

Address of Customer _____



DEDUCTION AUTHORITY TO ACT MAGISTRATES COURT

Please Print

Your Name _____

Your address _____

Your date of birth _____

Note: Your date of birth may be required as a means of identification.

I would like to (please select):

(a) Pay ALL my outstanding fines – see attached list (provided by the Court) ☐

Leave below case numbers blank if selecting PAY ALL

(b) Pay specific fines only – see details below ☐

Your Case Number

Amount outstanding

Note: Please refer to Appendix A if you require more space

I agree for the ACT Magistrates Court to arrange with my bank, building society or credit union to have my fines/compensation/instalment payments transferred from my account to the **ACT Magistrates Court** as shown below:

Total Amount owing \$ _____ (plus interest if applicable)

Due date for final payment _____
(*must comply with court order*)

Amount of each deduction \$ _____

Frequency of payment: (*tick one only*)

☐ Weekly

☐ Fortnightly

Date of commencement: _____ (*date must be a Thursday*)

Note: Please allow 3 weeks for first deduction to be made

I understand that:

Failure to make payments will result in a breach of my court/instalment order and a warrant or further action may be issued by the Court.

Signature _____ Contact Number _____

Email _____



SERVICE AGREEMENT
ACT MAGISTRATES COURT AND DIRECT DEBIT CUSTOMER
Appendix B

1. You will receive a copy of this service agreement and notification of the outcome of your direct debit request. You should refer to a statement issued by your financial institution for confirmation of successful debit transactions. The Court will notify you in writing of any unsuccessful debit transactions.

2. The ACT Magistrates Court shall provide 14 days notice, in writing, if the Court proposes a variation of the arrangements set out in the DDR form.

3. If you wish to defer or alter any arrangements set out in the DDR form, please notify the ACT Magistrates Court as soon as possible. Temporary stop can be made by phone. Permanent stop or changes of details will need to be in writing – letter or email with sufficient identification details required to action the request. Change of account will require provision of account ownership proof.

Contact details for the ACT Magistrates Court in relation to this agreement are as follows:

DDR

ACT Magistrates Court
GPO Box 370
Canberra City ACT 2601

Phone: (02) 6205 5250 Finance Unit for temporary stop or balances enquires

Phone: (02) 6205 4441 for enquiries relating to enforcement action or cancellation of agreement

Email: Fine.Management@courts.act.gov.au

4. Failure to maintain an adequate account balance will result in a rejection of the payment and may incur a charge to cover the ACT Magistrates Court administration costs.

5. If insufficient funds are available to debit the customer's account, the ACT Magistrates Court will notify the customer in writing. If a rejection occurs for a second time, the application will automatically be cancelled and the customer will be required to apply to the Court to have it reinstated.

Depending on the nature of your default, some matters may then need to be referred to your financial institution.

6. The information provided by the customer will remain confidential at all times. The information will be forwarded to the following areas:

- The accounts section of the ACT Magistrates Court
- The relevant section of the ACT Magistrates Court
- Your financial institution (only if such information is required in connection with a claim relating to an alleged incorrect or wrongful debit).

7. If the court becomes aware that any false or misleading information has been provided in this agreement the matter will be referred to the Police.

I accept the terms and conditions of the service agreement.

Signature/s of customers: _____

CHECKLIST FOR DIRECT DEBIT REQUEST AGREEMENT

- ☐ Proof of bank account ownership provided by way of copy of recent bank account statement for the nominated account.
- ☐ Other party written authority to debit account where account nominated is a joint account or owned by a third party.
- ☐ Agreement has been signed in all three required locations (page 4, page 5 and page 7).
- ☐ The BSB, bank account number and account holders name written into the agreement matches the proof of ownership documentation provided.
- ☐ The correct matter numbers have been identified in the agreement.
- ☐ The correct balance owing has been identified in the agreement for the matters identified.
- ☐ The deduction instalment amount has been identified.
- ☐ The frequency of the instalment amount has been identified.
- ☐ The start date nominated is a Thursday.
- ☐ A copy of the agreement has been provided to the client.
- ☐ Advise the client to provide a copy of the DDR agreement to their nominated bank.

Counter Officer's Name	Date lodged