

Direct Debit Service Agreement



This is your Direct Debit Service Agreement with the Department of Transport formerly known as Public Transport Victoria (PTV), user ID no. 317213 ABN 69 981 208 782. 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.

The terms of this Direct Debit Agreement relate to the request made by you to debit the amount of funds you have nominated from the account you have nominated and for the same value in the form of myki money to be credited to the myki Card Account you have nominated.

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 Transport, formerly known as Public Transport Victoria (PTV), (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, stop or defer a debit payment, or terminate this agreement by providing us with at least 7 working days notification:

online at ptv.vic.gov.au (via your myki account)

or

by telephoning *us* on 1800 800 007 (6am – midnight daily);

or

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

*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 Transport] of your new account details.

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 also incur fees or charges imposed or incurred by *us*; and
 - 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*.
 - If a drawing is dishonoured, the Department of Transport (formerly known as PTV) reserves the right to (without notice to *you*) debit *your* nominated myki card for the same value as previously credited to that card with respect to the dishonoured amount together with any costs incurred by the Department of Transport with respect to the dishonoured amount.
- 4.3 *You* will not transfer or close the nominated account without making prior arrangements with the Department of Transport for an alternate account to be nominated or to request that *your* DDR facility with the Department of Transport (formerly known as PTV) be terminated.
- 4.4 *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 1800 800 007 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:

- 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.
- with *your financial institution* whether Bulk Electronic Clearing System (BECS) is available from *your account* as BECS may not be 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; and
- with *your financial institution* before completing the *Direct Debit Request* if *you* have any queries about how to complete the *Direct Debit Request*.

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

8. Notice

- 8.1 If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to:
Department of Transport
PO Box 4724, Melbourne 3001
- 8.2 *We* will notify *you* by sending a notice via:
- email to the email address *you* have given *us* in the *Direct Debit Request*; or
 - 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.

9. Communication

Please direct all queries and communication regarding your Direct Debit Request arrangements to the Department of Transport (formerly known as PTV) by contacting the PTV call centre on telephone **1800 800 007**.

For more information on Direct Debit arrangements please visit ptv.vic.gov.au or call **1800 800 007**.

