



## DDR Service Agreement

This is the Direct Debit Request (DDR) Service Agreement with the **Bond Administrator, (Department of Mines, Industry Regulation and Safety) APCA ID 067 469**.

It explains what a User's obligations are when undertaking a direct debit arrangement with us. It also details what our obligations are to a User as the direct debit provider.

This agreement is available at [www.commerce.wa.gov.au](http://www.commerce.wa.gov.au) for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR)

<p>Definitions used in this DDR Agreement</p>	<p><b>account</b> means a transaction account held at <i>your financial institution</i> from which we are authorised to arrange for funds to be debited.</p> <p><b>Acts</b> mean the <i>Residential Tenancies Act 1987</i> and the <i>Residential Parks (Long-stay Tenants) Act 2006</i>.</p> <p><b>Bond Administrator</b> has the same meaning as defined in the Acts and includes a public officer appointed as an authorised agent by the Bond Administrator under Schedule 1, clause 1 of the <i>Residential Tenancies Act 1987</i>.</p> <p><b>Business day</b> means a day other than a Saturday or a Sunday and does not include a day that is appointed or declared a public holiday in Western Australia.</p> <p><b>debit day</b> means the day that payment by <i>you</i> to <i>us</i> is due.</p> <p><b>debit payment</b> means a specific transaction where a debit is made.</p> <p><b>Department</b> means the Department established under the <i>Public Sector Management Act 1994</i> responsible for administering the Acts (currently the Department of Mines, Industry Regulation and Safety).</p> <p><b>Direct Debit Request</b> means the Direct Debit Request between <i>us</i> and <i>you</i> as authorised on the <i>Lodgement of Security Bond Money</i> form, or the <i>Variation of Security Bond</i> form.</p> <p><b>System</b> means the operating and applications systems, programs and databases in the form of a computerised information retrieval system which relates to security bonds, as defined by the Acts, administered by the Bond Administrator.</p> <p><b>us</b> or <b>we</b> means the Bond Administrator, (the Debit User) <i>you</i> have authorised by completing a <i>Lodgement of Security Bond Money</i> form, or a <i>Variation of Security Bond</i> form.</p> <p><b>you</b> or your means the User who has signed or authorised by other means the <i>Direct Debit Request</i>.</p> <p><b>your financial institution</b> means the financial institution nominated by <i>you</i> on the <i>Direct Debit Request</i> at which the <i>account</i> is maintained.</p>
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<p>1. Debiting your account</p>	<p>1.1 By signing the <i>Direct Debit Request</i> authority on the Lodgement of Security Bond Money form, or Variation of Security Bond form, or by providing <i>us</i> with a valid instruction, <i>you</i> have authorised <i>us</i> to arrange for funds to be debited from <i>your account</i>. <i>You</i> should refer to the Agreement (which includes the <i>Direct Debit Request</i>), and this <i>DDR Agreement</i> for the terms of the arrangement between <i>us</i> and <i>you</i>.</p> <p>1.2 this <i>DDR Service Agreement</i> for the terms of the arrangement between <i>us</i> and <i>you</i>.</p> <p>1.3 <i>We</i> will only arrange for funds to be debited from <i>your account</i> as authorised in the <i>Direct Debit Request for the lodgement or variation of a security bond</i>.</p> <p>1.4 If the <i>debit day</i> falls on a day that is not a <i>Business day</i>, <i>we</i> may direct <i>your financial institution</i> to debit <i>your account</i> on the following <i>Business day</i>. If <i>you</i> are unsure about which day <i>your account</i> has or will be debited you should ask <i>your financial institution</i>.</p> <p><b>1.5 The <i>debit day</i> is the day on which an authorised <i>Department</i> employee with relevant level of access approves the <i>debit payment</i> in the <i>System</i>. If a transaction is finalised prior to 2 pm (Western Standard Time) the debit will occur on the same day, otherwise the direct debit will occur on the next business day.</b></p>
<p>2. Amendments by <i>us</i></p>	<p>2.1 <i>We</i> may vary any details of this <i>DDR Service Agreement</i> or a <i>Direct Debit Request</i> at any time. Amendments will be reflected on the <i>Department website</i>.</p> <p>2.2 Amendments or variations, initiated by the <i>Department</i> in the direct debit policy, published on the web site above will take effect not less than 14 days after the publication date.</p>
<p>3. Amendments by <i>you</i></p>	<p>3.1 You may stop or defer a debit payment, or terminate (cancel) this <i>DDR Service Agreement</i> at any time by providing <i>us</i> with at least <b>14 days</b> notification by emailing <i>us</i> at <a href="mailto:bondsadmin@dmirs.wa.gov.au">bondsadmin@dmirs.wa.gov.au</a></p> <p>3.2 You may change* or dispute a debit by contacting <i>us</i> <b>or</b> 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 <i>us</i> of your new account details.</p>
<p>4. <i>Your</i> obligations</p>	<p>4.1 It is <i>your</i> responsibility to ensure that there are sufficient clear funds available in <i>your account</i> 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>

	<p>a) The payment will be marked as dishonoured in the Bonds Management System. Notification will be sent via email to the managing agent, where one exists, or the owner, in the absence of a managing agent, advising of the dishonoured payment and the reason, as supplied by our Financial Institution.</p> <p>b) The notification will act as a first and final notice. Failure to resolve the dishonoured payment within 7 days will result in the bond being cancelled and a new lodgement will be required in order to re-lodge the bond. Cancelled bonds will be referred to the Property Industries Branch for further action as per the Acts.</p> <p>c) <i>you may be charged a fee and/or interest by your financial institution.</i></p> <p>d) <i>Bonds Administration does not apply any fees relating to failed direct debit payments</i></p> <p>e) <i>you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account within 7 days so that we can process the debit payment, If, after that timeframe, the funds are still not available the transaction is considered cancelled.</i></p> <p>4.3 <i>You should check your account statement to verify that the amounts debited from your account are correct.</i></p>
5. Disputes	<p>5.1 If you believe there has been an error in debiting <i>your account</i>, you should notify us directly on <b>1300 853 829</b> and confirm that notification in writing to us as soon as possible so that we can resolve your query. Alternatively you can take it up directly with your financial institution.</p> <p>5.2 If we conclude as a result of our investigations that <i>your account</i> has been incorrectly debited we will respond to <i>your</i> query by arranging for <i>your financial institution</i> to adjust <i>your account</i> (including interest and charges) accordingly. We will also notify you in writing of the amount by which <i>your account</i> has been adjusted.</p> <p>5.3 If we conclude as a result of our investigations that <i>your account</i> has not been incorrectly debited we 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> <p>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.</p> <p>b) <i>your account</i> details which <i>you</i> have provided to <i>us</i> are correct by checking them against a recent <i>account</i> statement; and</p>

	<p>c) with <i>your financial institution</i> before completing the <i>Direct Debit Request</i> if you have any queries about how to complete the <i>Direct Debit Request</i>.</p>
7. Confidentiality	<p>7.1 We will keep any information (including <i>your account</i> details) in <i>your Direct Debit Request</i> confidential. We will make reasonable efforts to keep any such information that we have about <i>you</i> secure and to ensure that any of <i>our</i> employees or agents who have access to information about <i>you</i> do not make any unauthorised use, modification, reproduction or disclosure of that information.</p> <p>7.2 We will only disclose information that we have about <i>you</i>:</p> <ul style="list-style-type: none"> <li>a) to the extent specifically required by law; or</li> <li>b) for the purposes of the Agreement or this DDR Service Agreement (including disclosing information in connection with any query or claim at the request of a financial institution with respect to an incorrect or wrongful debit).</li> </ul>
8. Notice	<p>8.1 If <i>you</i> wish to notify <i>us</i> in writing about anything relating to this <i>DDR Agreement</i>, you should email <b>Bonds Administration</b> at <a href="mailto:bondsadmin@dmirs.wa.gov.au">bondsadmin@dmirs.wa.gov.au</a></p> <p>8.2 We may send notices either electronically to your email address or by ordinary post to the address <i>you</i> have given us.</p> <p>8.3 Any notice will be deemed to have been received on the third <i>Business day</i> after posting or on the next business day after emailing.</p>