

# Direct Debit Request Service Agreement for Registration Renewals

26/06/2015 – Version 2.0

These are the terms and conditions for the Direct Debit Scheme for Registration Renewals operated by the Department of Transport and Main Roads (ABN: 39 407 690 291) (ACPA ID: 406251).

The terms and conditions together with the completed Direct Debit Request form the Agreement between You and Us which allows You to make payments to Us by direct debit for Your registration renewals required under the *Transport Operations (Road Use Management) Act 1995 (QLD)* and the *Transport Operations (Road Use Management – Vehicle Registration) Regulation 2010 (QLD)*.

This Agreement only relates to the method of payment. The amount of the applicable registration fee (and the eligibility and application of any concessions) are dealt with in the Transport Operations (Road Use Management) Act and Regulations.

It remains at all times the responsibility of the registered operator to ensure that their motor vehicle, trailer or recreational ship is registered and that they comply with Queensland Law. For information about the ownership and registration of motor vehicles in Queensland, please refer to <http://www.tmr.qld.gov.au/Registration.aspx>, phone 13 23 80 or visit a [transport and motoring customer service centre](#).

## 1. Definitions

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In this Agreement unless a different intent is apparent:

- a. **“Account”** means the bank account or credit card nominated in the Direct Debit Request from which We are authorised to arrange for funds to be debited;
- b. **“Contact Method”** means the e-mail address, postal address and/or Australian mobile phone number for the receipt of communications from Us under this Agreement nominated by You in the Direct Debit Request;
- c. **“Agreement”** means the Direct Debit Request and this Direct Debit Request Service Agreement ;
- d. **“Business Day”** means a day other than a Saturday or Sunday or a public holiday in Queensland;
- e. **“Debit Date”** means the date the Debit Payment is requested from your Account;
- f. **“Direct Debit Scheme”** means this scheme operated by the Department of Transport and Main Roads allowing for the renewal of registrations of light vehicles by way of direct debit payments;
- g. **“Debit Payment”** means a transaction where funds are deducted from Your Account for a Registration Renewal Payment;
- h. **“Direct Debit Request”** means the document titled “Direct Debit Request” completed by You ;
- i. **“Registration Renewal Payment”** means a payment due to renew Your Registrations;
- j. **“Us”** or **“We”** or **“Our”** means the Crown in Right of the State of Queensland represented by the Chief Executive and acting through the Department of Transport and Main Roads, or Agents authorised by the Department of Transport and Main Roads;
- k. **“You”** or **“Your”** means the customer who has signed (or authorised by other means) the Direct Debit Request;
- l. **“Your Financial Institution”** means the financial institution nominated on the Direct Debit Request at which Your Account is held; and
- m. **“Your Registrations”** means the vehicle, vessel or trailer registrations nominated in the Direct Debit Request.

## **2. The Agreement**

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- 2.1 By agreeing to the Direct Debit Request, by the method presented, You authorise Us to arrange for funds to be debited from Your Account in accordance with the Agreement. The Debit Date will be twenty one (21) days prior to the expiry date of Your Registrations.
- 2.2 If the Debit Date falls on a day that is not a Business Day, We will direct Your Financial Institution to debit Your Account on the following Business Day. If You are unsure about which day the Debit Payment will be processed, You should ask Your Financial Institution.
- 2.3 We will send notices to You using Your Contact Method detailing the Registration Renewal Payment, Debit Date and vehicle(s) to be registered 25 days prior to the expiry date of your current registration. We will also send you a notice informing You if this direct debit arrangement is unable to proceed and/or has been cancelled.
- 2.4 We will only arrange for funds to be debited from Your Account as authorised by You in the Direct Debit Request Notice or Standing Order Notice. We will continue to rely on Your authority to directly debit funds from Your Account for the Registration Renewal Payment until this Agreement is cancelled.
- 2.5 We are not responsible for any loss or damage You may suffer from incorrect or incomplete details you provide, or for any delay by Your Financial Institution.

## **3. Changes to this Agreement and Cancellation by Us**

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- 3.1 We may vary any details of this Agreement by giving You not less than fourteen (14) days written notice using Your Contact Method.
- 3.2 We may immediately cancel this Agreement in the event that We are unable to, for whatever reason, process Your Debit Payment for the renewal of the registration(s) or if We suspect fraudulent information has been provided.
- 3.3 We may also cancel this Agreement immediately if:
  - a Debit Payment has been dishonoured or rejected for three consecutive Registration Renewal Payments;
  - payment is made for Your Registrations by alternate means outside of the Direct Debit Scheme for three consecutive Registration Renewal Payments;
  - You have no Registration(s) associated to your Direct Debit request for more than 90 days;
  - We are notified that you are deceased; or
  - We suppress Your customer record on receipt of request by You or Court Order.
- 3.4 If the Agreement is cancelled by Us or You, Debit Payments will not be accepted for Your Registrations and You will need to arrange payment for Your Registrations by alternate means (please refer to <http://www.tmr.qld.gov.au/Registration.aspx>, phone 13 23 80 or visit a [transport and motoring Customer Service Centre](#)).

#### **4. Changes to this Agreement by You**

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- 4.1 Subject to clauses 4.2, 4.3 and 4.4 of this Agreement, You may change the following by logging in to your Transport and Main Roads account and selecting 'My registrations':
- the addition or removal of Registrations associated with your Direct Debit Request or Direct Debit Standing Order;
  - Your Account information; or
  - Cancellation of your Direct Debit Request or Standing Order.

For assistance you may contact the Department of Transport and Main Roads by:

- phoning 13 23 80;
  - emailing [directdebit@tmr.qld.gov.au](mailto:directdebit@tmr.qld.gov.au)
  - visiting a [Customer Service Centre](#).
- 4.2 If you wish to stop a Debit Payment and cancel Your Agreement with Us, You must do so via Your 'My registrations' online service prior to the next Debit Date. Alternatively, You may notify Us in writing prior to the next Debit Date. Failure to notify Us prior to the next Debit Date may result in a payment dishonour fee.
- 4.3 You may also advise Your Financial Institution if You wish to stop a Debit Payment or cancel Your Agreement with Us. If You advise Your Financial Institution, please also notify Us to prevent a Debit Payment being deducted from Your Account.
- 4.4 If You cancel Your Agreement with Us, We will not deduct any further Registration Renewal Payments from Your Account. We will cancel Your Agreement with Us immediately upon your request; however, the cancellation of Your Agreement will not cancel any payments already requested by Us.
- 4.5 You may not elect to suspend or defer a Debit Payment. If a Debit Payment is not processed and/or this Agreement is cancelled, You will need to arrange payment for Your Registrations by alternate means.

#### **5. Your Responsibilities**

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- 5.1 It is Your responsibility to ensure that there are sufficient clear funds available in Your Account, by the Debit Day, to allow for the payment of Debit Items in accordance with the Direct Debit Request.
- 5.2 If there are insufficient clear funds in Your Account by the Debit Date to process the Debit Payment:
- You may be charged a fee and/or interest by Your Financial Institution;
  - You may also incur fees imposed or incurred by Us; and

- You must arrange for the Registration Renewal Payment to be made by other means.

**Importantly, please note that if Your Debit Payment fails Your Registration(s) may expire.**

- 5.3 You should check Your Account statement to verify the amounts debited from Your Account are correct.
- 5.4 If We are liable to pay goods and services tax (“**GST**”) on a supply made in connection with this Agreement, then You agree to pay Us on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.
- 5.5 You must notify Us if:
- Your Account is changed, transferred or closed;
  - You are no longer an authorised signatory to Your Account;
  - You sell (or otherwise transfer ownership of) Your registrations;
  - You make modifications to the vehicle, vessel or trailer which may disqualify You from participating in the Direct Debit Scheme;
  
  - there is a change to Your Tax Input Tax Credit entitlement;
  - there is a change in any concessions You may have the benefit of; and
  - Your postal address or the garage address of Your Registration(s) changes
  - Your email address or Australian mobile phone number changes.
- 5.6 It is Your responsibility to ensure that Your vehicle registration is current regardless of whether you are participating in the Direct Debit Scheme.

## **6. Disputes**

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- 6.1 If You or the Account holder (if different) believe there has been an error in debiting Your Account, You should notify Us directly on 13 23 80 and confirm that notice in writing as soon as possible at [directdebit@tmr.qld.gov.au](mailto:directdebit@tmr.qld.gov.au) so that We can resolve Your query as quickly as possible. If We cannot resolve the matter, You can still refer it to Your Financial Institution which will obtain details from You of the disputed transaction and may lodge a claim on Your behalf.
- 6.2 If We conclude as a result of our investigations that Your Account has been incorrectly debited We will arrange for Your Account to be reimbursed with the incorrectly debited amount. We will also notify You in writing of the amount by which Your Account has been adjusted.
- 6.3 If We conclude as a result of our investigations that Your Account has not been incorrectly debited We will provide You with reasons for this finding in writing.

## 7. Accounts

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7.1 You should check with Your Financial Institution:

- whether Debit Payments through the bulk electronic clearing systems (BECS) is available for Your Account, as direct debiting through BECS is not available on all accounts offered by Financial Institutions; or
- if You are unsure how to complete the account details on the Direct Debit Request; or
- for details of any fees or charges they may impose for using a Direct Debit Scheme including voiding fees.

7.2 You should also check Your account details against a recent account statement to ensure they are correct.

## 8. Transactions

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8.1 If it is necessary to reverse a Debit Payment, monies will be returned to Your Account.

8.2 Refunds of unused portions of registration(s) will be credited to the registered operator using separate processes.

## 9. Confidentiality

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9.1 We will keep the information (“**Information**”) contained in the Direct Debit Request confidential.

9.2 We will make reasonable efforts to keep the Information secure and to ensure that any of Our employees or agents who have access to the Information do not make any unauthorised use, modification, reproduction or disclosure of the information.

9.3 We will not hold details of your nominated bank account or credit card.

9.4 We may disclose the Information:

- with Your prior written consent;
- to the extent required by Law;
- for the purpose of this Agreement (including disclosing Information in connection with any query or claim made relating to an alleged or wrongful debit); and
- to the person nominated in the Direct Debit Request.

## 10. Privacy

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- 10.1 The personal Information requested on the Direct Debit Request is for the purpose of providing You with direct debit payment facilities. This personal information is required by departmental policy and is necessary to facilitate such processing Refer to the Department of Transport and Main Roads [Privacy Statement](#).
- 10.2 Your personal information will only be disclosed for the purposes of this Agreement (including disclosing information in connection with any query or claim) or to the extent required by law.
- 10.3 If You wish to update or access the information that We hold about You, please:
- access [My Account](#) and select 'My Registrations'; or
  - call 13 23 80; or
  - email [contactrti@tmr.qld.gov.au](mailto:contactrti@tmr.qld.gov.au); or
  - visit a [transport and motoring Customer Service Centre](#).

## 11. Notices

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- 11.1 If You wish to notify us in writing about anything relating to this Agreement, You should email [directdebit@tmr.qld.gov.au](mailto:directdebit@tmr.qld.gov.au) or write to:
- Department of Transport and Main Roads  
GPO Box 2211  
Brisbane Qld 4001
- 11.2 We will notify You about anything relating to this Agreement by sending a notice to the email address or postal address. We may also contact you by SMS to the mobile phone number nominated in Your Direct Debit Request in certain circumstances.
- 11.3 Any notice sent by post will be deemed to have been received on the fourth business day after posting.
- 11.4 Any electronic notice sent by Us to You is deemed to have been received (or service effected) at the time of dispatch in accordance with section 23 of the *Electronic Transactions (Queensland) Act 2001 (QLD)*.