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| **Request and Authority to debit the account named below to pay**  **DIRECT DEBIT REQUEST FORM  AND AGREEMENT**  This form gathers information from Tribunal users in order to arrange direct debit payments.  Users should  (i) complete and return the form (pages 1 & 2), and  (ii) retain the agreement (pages 3-5)  **ABN: 15 088 976 178**  **South Australian Civil and Administrative Tribunal (SACAT) APCA ID 406-130** | |
| **Request and Authority to debit** | Your Surname or company name  Your Given names or ABN/ARBN “*you*”  request and authorise **the South Australian Civil and Administrative Tribunal (SACAT), APCA ID Number 406-130** to arrange, through its own financial institution, a debit to your nominated account any amount **SACAT** has deemed payable by *you*.   |  | | --- | | Amount of fee OR **Agreed Invoice amount**  $ |   This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement. |
| **Insert the name and address of financial institution at which your account is held** | Financial institution name  Address |
| **Insert details of account to be debited** | Name/s on account  BSB number (Must be 6 digits)  Account number |
| **Acknowledgement** | By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing debit arrangements between you and **SACAT** as set out in this Request and in your Direct Debit Request Service Agreement and confirm that the information provided in this application is true and correct. |
| **Insert your signature and address** | Signature Date ­­­­­  Name Position  *(if signing for a company, sign and print full name and capacity for signing eg. Director)*  Address |
| **Second account signatory** **(if required)** | Signature Date ­­­­­  Name Position  *(if signing for a company, sign and print full name and capacity for signing eg. Director)*  Address |
| **e-mail address (if you require a receipt)** | e-mail address   |  | | --- | |  | |
| **Tracking code** | Tracking code and/or details of the matter to enable this payment to be associated with the correct application.   |  | | --- | |  | |

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| **DIRECT DEBIT REQUEST AGREEMENT**  This form gathers information from Tribunal users in order to arrange direct debit payments.  Users should  (i) complete and return the form (pages 1 & 2), and  (ii) retain the agreement (pages 3-5)    ABN: 15 088 976 178 | |
| This is your Direct Debit Service Agreement with **the South Australian Civil and Administrative Tribunal (SACAT), APCA User ID Number 406-130, ABN** 15 088 976 178. 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 South Australian Civil and Administrative Tribunal (SACAT)**, (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. 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*.   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. 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*. |
| 1. **Amendments by *us*** | * 1. *We* may vary any details of this *agreement* or a *Direct Debit Request* at any time by giving *you* at least thirty **(30) days** written notice. |

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| 1. **Amendments by *you*** | * 1. You may change\*, stop or defer a debit payment, or terminate (cancel) this agreement at any time by providing us with at least **28** **days** notification by writing to:   SACAT, GPO Box 2361, ADELAIDE SA 5001 or by email to Business.Support@sacat.sa.gov.au  ***or***  by telephoning us on 1 800 723 767during business hours;  ***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 South Australian Civil and Administrative Tribunal of your new account details. |
| 1. ***Your* obligations** | * 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*.   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*.   3. *You* should check *your account* statement to verify that the amounts debited from *your account* are correct.   4. It is *your* responsibility to ensure that you have the relevant authorisation from *your financial institution* in relation to use of the *account* for the purposes of the *debit payment* in accordance with the *direct debit request.* |
| 1. **Disputes** | * 1. If you believe there has been an error in debiting *your account*, *you* should notify us directly on 1800 723 767 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.   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.   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. |
| 1. **Accounts** | *You* should check:   * + 1. with *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available through BECS on all accounts offered by financial institutions.     2. *your* account details which *you* have provided to *us* are correct by checking them against a recent *account* statement; and     3. with *your financial institution* before completing the *Direct Debit Request* if *you* have any queries about how to complete the *Direct Debit Request*. |
| 1. **Confidentiality** | * 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.   2. *We* will only disclose information that *we* have about *you*:      1. to the extent specifically required by law; or      2. for the purposes of this *agreement* (including disclosing information in connection with any query or claim). |
| 1. **Notice** | * 1. If *you* wish to notify *us* in writing about anything relating to this *agreement*, you should write to:   SACAT, GPO Box 2361, ADELAIDE SA 5001 or by email to Business.Support@sacat.sa.gov.au   * 1. *We* may send notices either electronically to your email address or by ordinary post to the address *you* have given us.   2. Any notice will be deemed to have been received on the third *banking* *day* after emailing or posting. |

