

# Direct Debit Request Service Agreement for Registration Renewals

30/11/2019 – Version 3.0

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) (APCA ID: 406251).

The terms in this document, together with the completed Direct Debit Request, form the Agreement between you and us which allows you to make Registration Renewal Payments to us by direct debit as required under the *Transport Operations (Road Use Management) Act 1995 (Qld)* and the *Transport Operations (Road Use Management – Vehicle Registration) Regulation 2010 (Qld)*.

This Direct Debit Request Service Agreement for Registration Renewals 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 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](#).

Words used in this Direct Debit Request Service Agreement for Registration Renewals in the singular, where the context permits, shall be deemed to include the plural and vice versa.

## 1. Definitions

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In this Direct Debit Request Service Agreement for Registration Renewals, unless a different intention is apparent:

**“Account”** means the bank account or credit card nominated in the Direct Debit Request from which we are authorised to arrange for Debit Payments to be deducted;

**“Agreement”** means the agreement formed between you and us, comprised of the Direct Debit Request and the terms and conditions in this Direct Debit Request Service Agreement for Registration Renewals;

**“Business Day”** means a day other than a Saturday or Sunday or a public holiday in Queensland or New South Wales;

**“Contact Method”** means the e-mail address, postal address and/or Australian mobile phone number for the receipt of communications from us under the Agreement provided by you in the Direct Debit Request;

**“Debit Date”** means the date a Debit Payment is requested from your Account;

**“Debit Payment”** means a transaction where funds are deducted from your Account for the purpose of a Registration Renewal Payment;

**“Direct Debit Request”** means the information completed and submitted to us by you or on your behalf when you enrol in the Direct Debit Scheme;

**“Direct Debit Scheme”** means the Direct Debit Scheme for Registration Renewals operated by us, allowing for the renewal of eligible registrations of vehicles by way of direct debit payments;

**“Direct Debit Standing Order”** means the order for direct debit formed between you and us on your enrolment in the Direct Debit Scheme;

**“Direct Debit Standing Order Notice”** means the notice sent to advise you of the details of your Direct Debit Standing Order including customer information;

**“Information”** refers to the information contained in your Direct Debit Request;

**“Registration Renewal Notice”** means a notice sent to advise you that your Registration is due for renewal;

**“Registration Renewal Payment”** means a payment due to renew your Registration;

**“us”** or **“we”** or **“our”** means 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;

**“you”** or **“your”** means the customer named in and who has authorised the Direct Debit Request;

**“your Financial Institution”** means the financial institution nominated on the Direct Debit Request at which your Account is held; and

**“your Registration”** means the eligible vehicle, vessel or trailer registration 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, and entering into this Direct Debit Request Service Agreement for Registration Renewals, you authorise us to arrange for Debit Payments to be automatically debited from your Account in accordance with this Direct Debit Request Service Agreement for Registration Renewals. The Debit Date will, in each case, be on or around fourteen (14) days prior to the expiry date of your Registration.
- 2.2 If, in any case, 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 a notice to you detailing the Registration Renewal Payment, Debit Date and vehicle(s) to be registered on or around seventeen (17) days prior to the scheduled expiry date of your Registration. We will also send you a notice informing you if this direct debit arrangement is unable to proceed.
- 2.4 We will only arrange for funds to be debited from your Account as authorised by you in the Direct Debit Request or Direct Debit Standing Order Notice. We will continue to rely on your authority to directly debit funds from your Account for the Registration Renewal Payments until the Agreement is cancelled.
- 2.5 We are not responsible for any loss or damage you may suffer from incorrect or incomplete details you provide in the Direct Debit Request or in relation to any of your Registrations, or for any delay by any financial institution.

## **3. Changes to the Agreement and cancellation by us**

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- 3.1 We may vary any details of this Direct Debit Request Service Agreement for Registration Renewals by giving you not less than fourteen (14) days written notice using any Contact Method.
- 3.2 We may immediately cancel the Agreement in the event that we are unable to, for whatever reason, process a Debit Payment or if we suspect fraudulent information has been provided.
- 3.3 We may also cancel the Agreement immediately if:
  - consecutive Debit Payments are dishonoured or rejected;
  - consecutive Registration Renewal Payments are made by alternate means outside of the Direct Debit Scheme;

- you have no Registration(s) associated with your Direct Debit Request for more than ninety (90) days;
  - we are notified that you are deceased;
  - we suppress your customer record on receipt of request by you or Court Order; or
  - you (or your Registrations) no longer meet the eligibility requirements associated with the Direct Debit Scheme.
- 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 [How to pay registration](#)).

#### **4. Changes to the Agreement by you**

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- 4.1 Subject to clauses 4.2, 4.3 and 4.4 of this Direct Debit Request Service Agreement for Registration Renewals, you may change the following by logging into your Transport and Main Roads account and selecting 'My account':
- 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 Direct Debit Standing Order.
- For assistance you may contact us 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 the Agreement with us, you must do so via your 'My account' online service at least three (3) Business Days prior to the next Debit Date. Failure to notify us 3 Business Days 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 the 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 the Agreement with us, we will not deduct any further Debit Payments from your Account. However, the cancellation of the 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 the 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 each Debit Day, to allow for the payment of your Registration Renewal Payment in accordance with the Direct Debit Request.
- 5.2 If there are insufficient clear funds in your Account by the Debit Date to process a 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 a Debit Payment fails, your Registrations 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 the 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) any of your Registrations;
  - you make modifications to the relevant vehicle, vessel or trailer which may disqualify you from participating in the Direct Debit Scheme;
  - there is a change to your Tax Input or Tax Credit entitlement;
  - there is a change in any concessions you may have the benefit of;
  - your postal address or the garage address of any of your Registrations changes; or
  - your email address or Australian mobile phone number changes.
- 5.6 It is your responsibility to ensure that each of your Registrations are 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 to [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;
  - 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 be imposed for using the 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 refundable components of any of your Registrations will be credited to the registered operator using separate processes.

## 9. Confidentiality

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- 9.1 We will keep the Information contained in your 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 Account.
- 9.4 We may use and/or disclose the Information:
- with your consent;
  - to the extent authorised or required by law;
  - for the purpose of the Agreement (including disclosing Information in connection with any transaction, query or claim made relating to an alleged or wrongful debit); or
  - to the person nominated in the Direct Debit Request.

## 10. Privacy

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- 10.1 Personal information requested on the Direct Debit Request is for the purpose of providing you with direct debit payment facilities. For more information on our privacy obligations, refer to our privacy policy at <https://www.tmr.qld.gov.au/Help/Privacy>
- 10.2 Your personal information will only be used and/or disclosed for the purposes in clause 9.4 of this Direct Debit Request Service Agreement for Registration Renewals.
- 10.3 If you wish to update or access the information that we hold about you, please:
- access [My Account](#) and select 'My Registrations';
  - call 13 23 80;
  - email [directdebit@tmr.qld.gov.au](mailto:directdebit@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 the 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 the Agreement by sending a notice to any Contact Method.
- 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)*.