



## Direct Debit Request Service Agreement (DDRSA)

### Terms and Conditions

- 1 By submitting your Account details for direct debit you authorise us to arrange for funds to be debited from your Account in accordance with the Agreement.
- 2 We will advise you with at least 14 business days notice of any changes to or issues with the DDR.
- 3 For all matters relating to the DDR, including cancellation, alteration or suspension of drawing arrangements or to stop or defer a payment, or to investigate or dispute a previous payment, you should:
  - (a) Contact either:
    - The Finance Officer  
JCU Halls of Residence  
James Cook University  
Townsville QLD 4811  
Australia  
Ph: +61 7 4781 4824  
Fax: +61 7 4781 7185  
Email: [JCUHalls@jcu.edu.au](mailto:JCUHalls@jcu.edu.au)
    - Or contact your financial institution.
  - (b) Allow 14 days for the amendments to take effect or to receive a response to a dispute.
- 4 If our investigations show that your Account has been incorrectly debited, we will arrange for the Financial Institution to adjust your Account accordingly. We will notify you of such amendments in writing. If our investigations show that your Account has been correctly debited, we will respond to your query by providing you with reasons and copies of any evidence for this finding.

If we cannot resolve the matter, you can still refer it to your Financial Institution, which will obtain details from you of the disputed payment and may lodge a claim on your behalf.
- 5 You should be aware that:
  - (a) Direct debiting through the Bulk Electronic Clearing System (BECS) is not available on all accounts. You should also check your account details against a recent statement from your financial institution to ensure the details are correct.
  - (b) Fees will be processed on or around the due date (applicable to the payment frequency selected in this DDR) as advertised in the Fee Schedule.
  - (c) The DDR is for all amounts payable by the Customer/s under the Residential Contract or until this DDR is cancelled.
- 6 It is your responsibility to ensure that:
  - (a) Sufficient cleared funds are available in the Account when the payments are due to be drawn.
  - (b) The authorization to debit the Account is in the same name as the Account signing instruction held by the Financial Institution where the Account is held.
  - (c) Alternative payment arrangements are made if the Account or this DDR is cancelled or suspended for any reason.
- 7 If the due date for payment falls on a day other than a Banking Business Day, the payment will be processed on the next Banking Business Day. If you are uncertain when the payment will be debited from your Account, please refer to your Fee Schedule or contact us or your financial institution.
- 8 For returned unpaid transactions, the following procedures or policies will apply:
  - (a) We treat the payment as if it was never made, default fees may be charged in accordance with the Fee Schedule;
  - (b) Your financial institution may also charge a fee also for unpaid transactions;
  - (c) Services may be suspended until the outstanding charges are paid; and/or
  - (d) A fee of \$2.50 will be applied;
  - (e) We reserve the right to cancel the DDR at any time if drawings are returned unpaid by your Financial Institution.
- 9 All Customer records and Account details will be kept private and confidential to be disclosed only at your request or at the request of the Financial Institution in connection with a claim made to correct/investigate an alleged incorrect or wrongful debit or otherwise as required by law.

### Definitions

Unless otherwise defined, a term defined in the Agreement has the same meaning when used in this DDRSA and:

**Account** means the account nominated in the Direct Debit Request, held at your Financial Institution from which we are authorised to arrange for funds to be debited;

**Agreement** means the Terms and Conditions set out in this Direct Debit Request Service Agreement (DDRSA), and the Terms and Conditions set out in the Residential Contract and Fee Schedule that it refers to, as amended from time to time;

**Customer** means the Resident, and the authorised Accountholder (if different to Resident);

**Direct Debit Request (DDR)** means the Direct Debit Request agreement between you and JCU Halls of Residence, as amended from time to time;

**Fee Schedule** means the Fee Schedule and other charges payable by Residents of the JCU Halls of Residence, provided with your Offer of Accommodation;

**Financial Institution** is the financial institution (bank) where you hold the Account nominated in your DDR as the account from which we are authorised to arrange for funds to be debited;

**Resident** means the person who is occupying a place at JCU Halls of Residence under a Residential Contract;

**Residential Contract** means the legal agreement between the Resident and James Cook University, as set out in the letter of offer, Residential Agreement and the Resident Handbook;

**We** means JCU Halls of Residence; and

**You** means the Customer/s who signed the DDR.