

## Direct Debit Request

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### Request an authority to debit your trust account and deposit the money into your statutory deposit account

This form authorises the Victorian Legal Services Board (the Board) to debit funds from your residual trust account and deposit the money into the Board's statutory deposit account (SDA). The Board will only do this when you make a transfer request through the SDA Transfers Module in the Board's online system, LSB Online.

Please contact the Board's Early Detection & Prevention Team on 03 9679 8000 or email [edp@lsbc.vic.gov.au](mailto:edp@lsbc.vic.gov.au) if you have any queries or concerns.

#### 1. Request and authority to debit funds from your trust account

Law practice name or your surname: \_\_\_\_\_

Your given names or ABN or ACN: \_\_\_\_\_ ('you')

authorises and requests the Board to arrange through its own financial institution, a debit from your residual trust account of an amount which the Board has deemed payable by you into the Board's SDA.

This debit or charge will be made through the Bulk Electronic Clearing System 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.

#### 2. Name and address of financial institution at which trust account is held

Financial institution name \_\_\_\_\_

#### 3. Details of trust account to be debited

Name of trust account: \_\_\_\_\_

BSB number (must be six digits): \_\_\_\_\_

Account number: \_\_\_\_\_

### ACKNOWLEDGMENT

By signing and/or providing us with a valid instruction in respect of your Direct Debit Request, you acknowledge that you have understood and agreed to the terms and conditions governing the debit arrangements between you and the Board as set out in this Request and in your Direct Debit Request Service Agreement.

#### Second account signatory (if required)

Signature: \_\_\_\_\_

*(If signing for a company, sign and print full name and capacity for signing e.g. director)*

Address: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

*(If signing for a company, sign and print full name and capacity for signing e.g. director)*

Address: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

#### Please return this form to:

Victorian Legal Services Board  
Level 27, 500 Bourke Street Melbourne Vic, 3000  
GPO Box 492 Melbourne Vic, 3001  
Email: [edp@lsbc.vic.gov.au](mailto:edp@lsbc.vic.gov.au)

DX 185 Melbourne

## **Direct Debit Request – Service Agreement**

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This is your Direct Debit Service Agreement with the **Victorian Legal Services Board ABN 82 518 945 610**. 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 and should be read in conjunction with your Direct Debit Request 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 Victorian Legal Services Board, (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 Direct Debit Request at which the account is maintained.

### **1. Debiting your account**

1.1 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 trust account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between us and you.

1.2 We will only arrange for funds to be debited from your trust account as authorised in the Direct Debit Request. If payment instructions are received on a non-business day, the payment will be processed on the following business day. If you are uncertain as to when the debit will be processed to your account, you should enquire direct of the ledger financial institution.

### **2. Amendments by us**

We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least fourteen (14) days written notice.

### **3. Amendments by you**

You may change\*, stop or defer a debit payment, or cancel this agreement by providing us with at least 14 days notification by writing to:

Victorian Legal Services Board

Level 27, 500 Bourke Street Melbourne Vic, 3000

### **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 (Victorian Legal Services Board) of your new account details.

### **4. Your obligations**

4.1 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.

4.2 If there are insufficient clear funds in your account to meet a debit payment:

- (a) you may be charged a fee and/or interest by your financial institution;
- (b) you may also incur fees or charges imposed or incurred by us; and
- (c) 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.

4.3 You should check your account statement to verify that the amounts debited from your account are correct.

## **5. Dispute**

5.1 If you believe that there has been an error in debiting your account, you should notify us directly on 9679 8000 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively claims may also be directed to the ledger financial institution.

5.2 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.

5.3 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.

## **6. Accounts**

You should check:

- (a) with your financial institution whether direct debiting is available from your account as direct debiting is not available through Bulk Electronic Clearing System on all accounts offered by financial institutions.
- (b) your account details which you have provided to us are correct by checking them against a recent account statement; and
- (c) with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

## **7. Confidentiality**

7.1 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.

7.2 We will only disclose information that we have about you:

- (a) to the extent specifically required by law; or
- (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

## **8. Notice**

8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to:

Victorian Legal Services Board

Level 27, 500 Bourke Street Melbourne Vic, 3000

8.2 We may send notices either electronically to your email address or by ordinary post to the address you have given us.

8.3 Any notice will be deemed to have been received on the third banking day after emailing or posting.