






Direct Debit Request Service Agreement

Have a Question?

If you have any questions after reading this document, feel free to visit our website or get in touch via phone or email.

-  1800 686 686
between 8am and 7pm,
Monday to Friday.
-  info@dcpowerco.com.au
-  dcpowerco.com.au
-  DC Power Co
PO Box 1639
Melbourne VIC 3001
c/o Contact Centre Manager

This is your Direct Debit Request Service Agreement with Powershop Australia Pty Ltd, Direct Debit User ID: 531733 (ABN: 41 154 914 075) who sells energy to you under the name DC Power Co. 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.

The terms of this Direct Debit Service Agreement are for the purpose of us selling **you** energy at your premises, and debiting from your account in accordance with our **terms and conditions**.

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**.
- **privacy policy** means Powershop Australia Pty Ltd's privacy policy as made available on www.powershop.com.au.
- **terms and conditions** means DC Power Co Limited's customer terms and conditions as made available on www.dcpowerco.com.au.
- **us** or **we** means **Powershop Australia Pty Ltd** (the Debit User), who **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

1.1 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*.

1.2 *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.

1.3 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*.

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.

If a last resort event (as defined by applicable regulations) occurs in respect of *us*, *we* will immediately terminate this *agreement* and notify *you* and *your financial institution*.

3. Amendments by you

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

DC Power Co
c/o Powershop Australia Pty Ltd
GPO Box 1639
Melbourne
Victoria 3001

or

Email: info@dcpowerco.com.au

or

by telephoning us on Telephone:
1800 686 686 during business hours;

or

arranging it through *your* own financial institution, which is required to act promptly on *your* instructions, and then notifying us promptly.

*Note: in relation to the above reference to 'change', *your financial institution* may 'change' *your debit payment* only to the extent of advising us, Powershop Australia Pty Ltd, of *your* new account details.

If *you* request that *we* cease to rely on a direct debit arrangement, *we* will no longer rely on it.

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 1800 686 686 or info@dcpowerco.com.au 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*.
- 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 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 in accordance with our *privacy policy*. 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:
- Contact Centre Manager DC Power Co Limited
c/o Powershop Australia Pty Ltd
GPO Box 1639
Melbourne
Victoria 3001
- or
- Email: info@dcpowerco.com.au
- 8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the *Direct Debit Request*.
- 8.3 Any notice will be deemed to have been received on the third *banking day* after posting.

Document version 1.0 - 12 October 2018

DC Power Co is provided to you by Powershop Australia Pty Ltd
(ABN 41 154 914 075)

DC Power Co
142 Gertrude Street, Fitzroy VIC 3121
1800 686 686
info@dcpowerco.com.au
dcpowerco.com.au



