

Direct Debit Request Service Agreement

This is your Direct Debit Request Service Agreement with Powershop Australia Pty Ltd, Direct Debit User ID: 438972 (ABN: 41 154 914 075). 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 Request 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 Powershop Australia Pty Ltd's terms and conditions as made available on www.powershop.com.au.

us or **we** means **Powershop Australia Pty Ltd**, (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

- 1.1 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:

Powershop Australia Pty Ltd
GPO Box 1639 Melbourne VIC 3001

or

Email: info@powershop.com.au

or

by telephoning *us* on Telephone: 1800 462 668
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 462 668 or info@powershop.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:

Powershop Australia Pty Ltd
GPO Box 1639
Melbourne
Victoria 3001

or

Email: info@powershop.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.