

amaysim Energy Direct Debit Service Agreement

Valid as of 01 October 2017

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.

business 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 amaysim Energy Pty. Ltd. (A.C.N. 116 567 492), which you have authorised by signing a direct debit request.

you means the customer who signed the *direct debit request*.

your financial institution is the financial institution where you hold the *account* that you have authorised us to arrange to debit.

1. Debiting your *account*

- 1.1. By signing a direct debit request, you have authorised us to arrange for *account* 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 to your *account* as authorised in the direct debit request.
- 1.3. If the debit day falls on a day that is not a business day, we may direct your financial institution to debit your *account* on the next business day. If you are unsure about which day your *account* has or will be debited, you should ask your financial institution.

2. Changes by us

- 2.1. 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. Changes by you

- 3.1. Subject to 3.2 and 3.3, you may change the arrangement under a direct debit request by contacting us on 1300 808 300.
- 3.2. If you wish to stop or defer a debit payment, you must notify us in writing at least fourteen (14) days before the next debit day. This notice should be given to us in the first instance.
- 3.3. You may also cancel your authority for us to debit your *account* at any time by giving us fourteen (14) days' notice in writing before the next debit day. This notice should be given to us in the first instance.
- 3.4. If you request that we cease to rely on the direct debit arrangement, we will no longer rely on the direct debit authority and will terminate the arrangement.

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.
- 4.4. If we are liable to pay goods and services tax (GST) on a supply made by us in connection with this *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. Dispute

- 5.1. If you believe there has been an error in debiting your *account*, you should notify us directly on 1300 808 300 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.
- 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.
- 5.4. Any queries you may have about an error made in debiting your *account* should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. 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. Accounts

You should check:

- a. with your financial institution whether direct debiting is available for your *account* as direct debiting is not available on all *accounts* offered by financial institutions;
- b. with your financial institution if additional fees and charges may be incurred by you as a result of this *agreement*;
- c. your *account* details which you have provided to us are correct by checking them against recent *account* statements;
- d. 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 purpose 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 service.energy@amaysim.com.au
- 8.2. We will notify you by sending a notice, at first instance, to the primary email address that you have given us.
- 8.3. Any notice will be deemed to have been received one business day after it is emailed.