

This is your Direct Debit Service Agreement with ERM Power Retail Pty Ltd (User ID 446238) ABN 87 126 175 460. 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.

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 our direct debit request form, as completed by you.

us or we means ERM Power Retail 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*:
- (a) as authorised in the Direct Debit Request; or
 - (b) 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 *business day*, we may direct your *financial institution* to debit your *account* on the prior *business day*. If you are unsure about which day your *account* has or will be debited you should ask your *financial institution*.
- 1.4 We reserve the right to cancel a *Direct Debit Request* if [two] or more drawings are returned as unpaid by your financial institution. If a *Direct Debit Request* is cancelled, you must arrange an alternative payment method.

2. AMENDMENTS 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. AMENDMENTS BY YOU

- 3.1 You may change*, stop, or terminate this agreement by providing us with at least fourteen (14) days notification by:
- (a) writing to:
ERM Business Energy
CreditDepartment@ermpower.com.au
GPO Box 7152, Brisbane QLD 4001;
 - (b) telephoning us on **134 376** during business hours; or
 - (c) 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 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) *payment* will be regarded as not having been made;
 - (b) you may be charged a fee and/or interest by your *financial institution*;
 - (c) you may also incur fees or charges imposed or incurred by us; and
 - (d) you must arrange for the *debit payment* to be made by another method.
- 4.3 You should check your *account* statement to verify that the amounts debited from your *account* are correct.
- 4.4 You must notify us if your nominated account is altered, transferred or closed.

5. DISPUTE

- 5.1 If you believe that there has been an error in debiting your *account*, you should notify us directly on **134 376** 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

- 6.1 You should check:
- (a) with your *financial institution* whether direct debiting is available from your *account* as direct debiting through the Bulk Electronic Clearing System (BECS) may not be 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. PRIVACY AND CONFIDENTIALITY

- 7.1 The information you provide on this Direct Debit Request will only be used by us for the purpose of processing your *Direct Debit Request*. We will take all reasonable precautions to maintain the confidentiality of your *account* details in accordance with our Privacy Policy, which can be reviewed at <http://www.ermpower.com.au/privacy-policy>. Please note that our financial institution may require this

information be provided in connection with a claim made on it relating to an alleged incorrect or wrongful debit.

- 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:

ERM Business Energy
CreditDepartment@ermpower.com.au
GPO Box 7152, Brisbane QLD 4001

- 8.2 We will notify *you* by sending a notice in the ordinary post to the address *you* have given *us*.

- 8.3 Any notice will be deemed to have been received on the third business day after posting.