



# This is your copy of the conditions of this Authority to accept Direct Debits

## 1 The Initiator:

### For Variable Direct Debit only

- a Will not initiate a Direct Debit on my/our account unless authorisation is received from me/us in accordance with the terms and conditions agreed between me/us and the Initiator of each amount to be debited from my/our account.
- b Has agreed to send notice of the net amount of each Direct Debit and the due date of debiting after receiving authorisation from me/us under clause 1(a) but no later than the date the Direct Debit will be initiated. This notice must be provided either:
  - i in writing; or
  - ii by electronic mail where I/we have provided prior written consent to the Initiator.

The notice will include the following message: "The amount \$..... was direct debited to your bank account on (initiating date)."
- c May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.

### For SmoothPay only

- a Has agreed to give written advance notice to the Customer of the net amount of each Direct Debit and the due date of the debiting at least 10 calendar days (but not more than two calendar months) before the date when the Direct Debit will be initiated. This advance notice must be provided either:
  - i in writing; or
  - ii by electronic mail where the Customer has provided prior written consent to the Initiator.

The advance notice will include the following message: "Unless advice to the contrary is received from you by (date\*), the amount of \$....., will be direct debited to your bank account on (initiating date)."

*\* This date will be at least two business days prior to the initiating date to allow for amendment of Direct Debits.*
- b May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.

## 2 The Customer may:

- a At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank and to the Initiator.
- b Stop payment of any Direct Debit to be initiated under this Authority by the Initiator by giving written notice to the Bank prior to the Direct Debit being paid by the Bank.
- c Where a variation to the amount agreed between the Initiator and the Customer from time to time to be direct debited has been made without notice being given in terms of the applicable clause 1(a) above, request the Bank to reverse or alter any such Direct Debit initiated by the Initiator by debiting the amount of the reversal or alteration of the Direct Debit back to the Initiator through the Initiator's Bank, provided such request is made not more than 120 days from the date when the Direct Debit was debited to my/our account.

## 3 The Customer acknowledges that:

- a This Authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this Authority until actual notice of such event is received by the Bank.
- b In any event this Authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
- c Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this Authority. Any other disputes lie between me/us and the Initiator.
- d Where the Bank has used reasonable care and skill in acting in accordance with this Authority, the Bank accepts no responsibility or liability in respect of:
  - i the accuracy of information about Direct Debits on bank statements,
  - ii any variations between notices given by the Initiator and the amounts of Direct Debits.
- e The Bank is not responsible for, or under any liability in respect of, the Initiator's failure to give written advance notice correctly nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.

## 4 The Bank may:

- a In its absolute discretion conclusively determine the order of priority payment by it of any monies pursuant to this or any other Authority, cheque or draft properly executed by me/us and given to or drawn on the Bank.
- b At any time terminate this Authority as to future payments by notice in writing to me/us.
- c Charge its current fees for this service in force from time to time.

# SmoothPay Terms and Conditions

## Introduction

SmoothPay spreads your annual electricity and natural gas payments evenly throughout the year, so you are billed for the same amount every month.

### 1 Which accounts can I pay using SmoothPay?

SmoothPay is available for residential and business electricity and natural gas accounts (excluding PrePower, Time of Use and Statement Billing customers). You may not be eligible for SmoothPay on accounts which have had a SmoothPay contract cancelled within the last 12 months due to a breach of our terms and conditions of supply.

### 2 How do I pay?

SmoothPay payments must be paid by direct debit from your nominated bank account. On the agreed payment day, we deduct the agreed payment amount from your bank account by direct debit. Because you pay by direct debit you're guaranteed to receive your prompt payment discount as long as you keep to your payment schedule. You cannot pay by credit card.

### 3 How is my payment set?

We will jointly agree on your regular payment amount based on information we have of your energy usage, and divide this into weekly, fortnightly or monthly payments – whatever suits you best. Your SmoothPay payment amount will be reviewed periodically and may be adjusted to ensure the regular payments closely match your annual energy use costs. You will be liable for all energy charges billed to your account, irrespective of whether your regular payment amount paid through SmoothPay is sufficient to clear those charges in full.

### 4 How will I know my payments have been adjusted?

If your payment amounts are adjusted, we will advise you at least 10 calendar days prior to the new amount being paid from your bank account.

### 5 Can I get a refund if my account is in credit?

Credit will not be refunded, except in cases of hardship as it is intended that credit balances will build up in summer to cover your increased usage in winter. Reviews of your account will ensure your payments are adjusted accordingly to absorb the credit over the next 12 months.

### 6 Can I make additional payments or cancel a payment?

You can't make additional payments or cancel a scheduled payment, as your regular SmoothPay payments are set to be consistent with the amount of electricity or natural gas that you use. You cannot cancel a payment but you can defer a scheduled payment up to five days.

### 7 What if my bank account details change or I want to change the frequency of my payment amounts?

Call us at least one business day before your payment is due and let us know so that we update your details so your arrangement can continue without any interruptions.

### 8 How often will I get a bill?

You will still receive your normal monthly energy bill so you can keep track of your usage.

### 9 What happens if I change to another energy retailer?

If you cancel your SmoothPay arrangement and you have a debit balance on your account, the remaining balance will be direct debited from your bank account on the due date shown on the final bill. If you have a credit balance you will be refunded by cheque upon closure of your account.

### 10 Can I cancel my SmoothPay arrangement?

You can cancel your SmoothPay arrangement up to two business days before the next regular payment amount is due to be paid from your bank account. Otherwise, cancellation will be effective from immediately after the next payment date. You must pay the outstanding debit balance in full within 14 days of cancelling a SmoothPay arrangement for any reason.

### 11 What happens if my payments dishonour?

You must ensure that you have sufficient funds in your bank account to cover the arranged payments. If your payment is dishonoured, we may terminate your SmoothPay contract and you must catch up the payment and a dishonour fee set by us will be charged to your account. You must also repay any prompt payment discount that you may have received in advance.

### 12 Do I get my prompt payment discount (PPD)?

Your PPD will be credited to your account when your bill is produced if all your SmoothPay payments have been paid in full on the arranged dates.

### 13 Will my SmoothPay contract expire?

Your SmoothPay contract will continue to operate until you tell us otherwise or cancel at the bank.

### 14 Supply of energy terms and conditions:

Our standard terms and conditions apply to the supply of energy that is paid for using SmoothPay.

Contact reserves the right to change any of these terms and conditions at any time.