

Direct Debit Service Agreement

This is your Direct Debit Service Agreement with **Next Business Energy Pty Ltd, 475169, ACN: 167 937 555**

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.
- 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.
- us or we** means **Next Business Energy**, (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**
- 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 defer a debit payment, or terminate this agreement by providing us with at least fourteen (14) days notification by writing to:
- Next Business Energy** – info@nextbusinessenergy.com.au
- or
- by telephoning us on **1300 466 398** during business hours;
- or
- 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 **Next Business Energy** your new account details.

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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 **1300 466 398** 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

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 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 **Next Business Energy** on info@nextbusinessenergy.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.