

# Direct Debit Request Service Agreement

## Terms and Conditions

1. Pacific Blue Retail Pty Ltd ABN 43 155 908 839 (in these Terms and Conditions referred to as "We", "Our" or "Us") to:
2. You (in these Terms and Conditions referred to as "You" or "Your").

## Notice

3. If You wish to notify Us in writing about anything to do with this agreement, You should write to Pacific Blue Retail, PO Box 320, GEELONG NORTH VIC 3215. We may send notices either electronically to the above nominated email address or by ordinary post to the address You have given Us. Any notice sent via email will be deemed to have been received 2 hours after sending (unless the sender receives an automatic response stating that the email was not delivered) and if sent after 3 p.m. on a Business Day or on a day other than a Business Day, then the email is deemed to be received at 9 a.m. on the next Business Day, and any notice sent via ordinary post will be deemed to be received three Business Days after posting within Victoria and ten Business Days after posting outside Victoria.

## Direct Debit Request Service Agreement

4. By signing the Direct Debit Request, either via electronic signature or otherwise by agreeing to this Direct Debit Request electronically, You authorise Us to arrange for funds that may become due, from time to time or as agreed under a Payment Plan, to Us under the terms of which We are supplying Energy to You, to be debited from Your nominated bank account/card in amounts and at intervals as advised or as agreed by Us and You.
5. Unless otherwise agreed, the first Direct Debit payment will start on the Due Date of Your next payable Energy bill, being no less than 13 Business Days from the date the bill was issued. If any payment falls on a non-Business Day, it will be debited from Your nominated bank account/card on the next Business Day following the scheduled drawing date. If You are uncertain as to when Your Direct Debit will be processed, please contact Us or your financial institution.
6. We will give You at least 14 Business Days' notice in writing of any changes to the terms of this Direct Debit Agreement.
7. If You are on a Direct Debit arrangement, the next drawing date will be provided to You in writing in the form of an Energy bill issued under the terms of which We are supplying You with Energy, unless otherwise agreed or altered in accordance with clause 9.
8. If You are on a Payment Plan, We will outline a schedule of payments and the dates that they are due to be drawn from Your nominated bank account/card.
9. If You wish to make changes to this Direct Debit Agreement, please call Us on 133 669. Changes You request may include deferring the Direct Debit payment, altering the scheduled drawing date, stopping an individual Direct Debit payment or cancelling the Direct Debit Arrangement completely. Please provide three Business Days' notice for these changes to be processed.
10. If Your debit is returned or dishonoured by Your financial institution, We will notify You of the return or dishonour and request immediate payment.
11. If Your debit is returned or dishonoured, any fees levied to You by Your financial institution will be payable by You. You may also incur any fees or charges We incur if Your payment is dishonoured or reversed.

12. Your Direct Debit Agreement can be cancelled by Us if on two consecutive occasions Your drawing is returned or dishonoured by Your financial institution. We will notify You if We cancel Your Direct Debit Agreement.
13. Unless agreed otherwise with You, Your bank account/card details will be kept confidential except for information that will be provided to Our financial institution to initiate the drawing from Your nominated bank account/card, or in connection with a claim or dispute of an alleged incorrect or wrongful debit.
14. It is Your responsibility to ensure that:
  - a. Your nominated bank account/card can accept Direct Debits (Direct Debit is not available on all bank accounts/cards);
  - b. The bank account/card details You have provided are correct and, if uncertain, You should check your bank account/card details which you have provided to us against a recent bank account/card statement or check with Your financial institution before completing this Direct Debit Request if you have any queries about how to complete this Direct Debit Request; and
  - c. You have sufficient Clear Funds available in the nominated bank account/card at the scheduled drawing date, to allow for the payment of Debit Items according to Your Direct Debit Request.
15. If You believe that a Direct Debit payment has been initiated incorrectly or wish to raise a dispute call Us on 1800 010 648 or contact Your financial institution. You will receive a full refund of the debit amount if We cannot substantiate the reason for the drawing.
16. If a relevant Last Resort Event occurs and We are no longer entitled to supply Energy to You, Your Direct Debit Agreement will be cancelled, and We will notify You of the cancellation.
17. To cancel or stop Your Direct Debit Request write to Pacific Blue Retail, PO Box 320, GEELONG NORTH VIC 3215, or call Us on 133 669. You can also contact Your financial institution. If You cancel Your Direct Debit Agreement completely, We will cease to rely on this Agreement.

## Simplified Definitions

**Agreement** means this Agreement You have entered into with Us to Direct Debit Your nominated bank account/card.

**Business Day** means a day other than a Saturday, a Sunday or a public holiday in any State or Territory in Australia.

**Clear Funds** means funds that are available to be drawn from Your nominated bank account/card to meet the requirements of this Agreement.

**Direct Debit** means an arrangement whereby We directly debit funds from the bank account/card nominated as part of this agreement for the purpose of making payment under the terms of which We supply Energy to You.

**Direct Debit Request** means the form providing Us with Your consent to Direct Debit funds from Your nominated bank account/card.

**Due Date** means the date of which payment is due for a bill issued under the terms of which We are supplying Energy to You.

**Energy** means electricity or gas, as applicable.

**Last Resort Event** means an event that triggers the operation of the Retailer of Last Resort scheme in relation to us under the Energy Retail Code.

**Payment Plan** means an agreed payment arrangement whereby regular recurring frequency of payments is made at an agreed amount.

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