



## DIRECT DEBIT REQUEST SERVICE AGREEMENT

### The Agreement

1. This direct debit request service agreement (Agreement) forms part of the terms of the direct debit request (DDR) and is to be read in conjunction with the direct debit request form (DDR Form).
2. By signing the DDR Form, you authorise Aurora Energy to arrange for funds to be debited from the nominated account on the dates and for the amounts specified by you.
3. Direct debit is not available on a full range of bank accounts. If in doubt, check with your financial institution.
4. Aurora Energy provide facilities to debit credit cards with the exception of AMEX and Diners Club.
5. Direct all other enquiries about your DDR to Aurora Energy on 1300 13 2003.
6. The bank account name refers to the entity or person(s) name that the account is held in.
7. Third party or joint accounts are acceptable provided all signatories to the account have consented to the terms.
8. Please check your account details against a recent statement if you are uncertain about your account details, or contact your financial institution before submitting this form.
9. By completing and submitting the Direct Debit Request form, we accept in good faith the details entered on behalf of all named account holders are truthful and accurate, and we do not accept any liability for loss or damage as set out in clause 18.

### Cancellation of the DDR

10. A DDR is in force until it is cancelled. At least five (5) business days notice must be given if the account holder wishes to cancel a DDR or stop any individual debit item. This notice may be given to Aurora Energy in writing or over the phone on 1300 13 2003.
11. The financial institution can also be advised. If the financial institution is advised, please also advise Aurora Energy to prevent any further attempts to direct debit the nominated account.

### Deferral or variation of the DDR

12. If a deferral or variation of the DDR is required, contact Aurora Energy on 1300 13 2003. Allow at least three (3) business days to process a deferral or variation to a DDR once Aurora Energy has agreed to the proposal.
13. A period of a least 14 days notice will apply where Aurora Energy propose to vary the details of the DDR.
14. If your account details change and you want to continue using direct debit a new DDR Form will need to be completed and returned to Aurora Energy.

### Processing date

15. If a due date falls on, or a date specified by the account holder is, a non-business day, the debit item will be processed on the next business day. Enquiries regarding non-business day debit processing may be referred to the financial institution's branch where the account is held.
16. Amounts that cannot be debited within 14 days after the requested date will not be processed. You will need to make other arrangements for these payments.

### Liabilities

17. The account holder(s) will only be liable for debit items made in accordance with the DDR.
18. Aurora Energy is not responsible for any loss or damage you may suffer from incorrect or incomplete account details that you have provided to us, delay by us or your financial institution or any other such event relating to this Agreement.

### Disputes

19. If you or the Aurora Energy account holder (if different) want to dispute a debit item, contact Aurora Energy on 1300 13 2003 or write to GPO Box 191, Hobart, TAS, 7001.
20. Aurora Energy will make every attempt to ensure disputes are resolved within five (5) business days.
21. If we are unable to resolve the dispute to your satisfaction, disputed claims may also be directed to the account holder's financial institution.

### Your responsibilities



22. It is the responsibility of the account holder(s) to have sufficient clear funds available in the account on the requested or due date to permit the payment of debit items initiated in accordance with this DDR.
23. You must arrange with us a suitable payment alternative if your nominated bank account is transferred or closed.
24. If the debit item is returned unpaid by the financial institution it may result in the account holder(s) being liable for dishonour fees charged by that financial institution. General interest charges on outstanding amounts may apply.
25. General interest charge (GIC) is calculated on a daily compound basis and continues to accrue on any day on which an amount is overdue.

#### **Protecting your privacy**

26. Some information may be given to financial institutions involved in the event of a dispute or to verify that Aurora Energy has received a DDR from the account holder(s).
27. Aurora Energy may be required to disclose information about you that we have collected as part of your Direct Debit Request where it is specifically required or permitted by law, and for the purpose of this agreement (including disclosing information in connection with any query or claim).
28. Where Aurora Energy is required to disclose details under clause 26 and 27, Aurora Energy will comply with all relevant privacy legislation.
29. For more detailed information about how Aurora Energy collect, use and disclose your personal information, refer to Aurora Energy's [Privacy Policy](#) and [Credit Reporting Policy](#).

#### **General**

30. This Agreement is governed by the laws of Tasmania.
31. You may not assign your rights or obligations under this Agreement without the written agreement of Aurora Energy.
32. If any part of this Agreement is unenforceable, the remainder will not be affected.