

Direct Debit Request Service Agreement.

You should read this agreement in conjunction with your Direct Debit Request authorisation.

This is your Direct Debit Request Service Agreement with Momentum Energy Pty Ltd (ABN 42 100 569 159), Direct Debit User ID 209293. 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.

In this agreement, '**we**', '**our**' and '**us**' means Momentum Energy, and '**you**' means you, our customer who has authorised a Direct Debit Request.

1. DEBITING YOUR ACCOUNT

- 1.1 By submitting a Direct Debit Request, you've authorised us to arrange for funds to be debited from your account. The Direct Debit Request and this agreement set out the terms of the direct debit arrangement between us and you.
- 1.2 We'll only arrange for funds to be debited from your account as authorised in the Direct Debit Request.
- 1.3 If the debit day falls on a day that's not a banking day, we may direct your financial institution to debit your account on the following banking day. If you're unsure about which day your account has or will be debited you should ask your financial institution.

2. YOUR OBLIGATIONS

- 2.1 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've 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.
- 2.2 It's 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.
- 2.3 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) we may charge you reasonable costs incurred by us on account of there being insufficient funds, 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.
- 2.4 You should check your account statement to verify that the amounts debited from your account are correct.

3. CHANGES MADE BY YOU

3.1 You can:

- a) cancel or suspend a Direct Debit Request, or
- b) change, stop or defer an individual debit payment,

at any time by giving us at least 5 banking days' notice. To do so, contact us:

By post: Momentum Energy, PO Box 353
Flinders Lane VIC 8009

By phone: [1300 662 778](tel:1300662778)

By email: info@momentum.com.au

- 3.2 You can also contact your own financial institution, which must act promptly on your instructions.

4. CHANGES MADE BY US

- 4.1 We may vary this agreement or a Direct Debit Request at any time by giving you at least 14 days' written notice.

- 4.2 We may cancel a Direct Debit Request by giving you written notice.
- 4.3 Our products and services may require payment by direct debit as a condition of their use. If you use these products or services and:
- a) you do any of the things described in clause 3.1, or
 - b) we cancel a Direct Debit Request pursuant to clause 4.2,
- you may not be able to use those products or services and/or you may need to arrange payment for those products or services by another method. Please see the terms and conditions of the products and services you use for more information.
- 4.4 If a last resort event (as defined by applicable regulations) occurs in respect of us, we'll immediately cancel your Direct Debit Request and notify you and your financial institution.

5. DISPUTES

- 5.1 If you believe that there has been an error in debiting your account, you should notify us directly on [1300 662 778](tel:1300662778) or info@momentum.com.au. Alternatively you can contact your financial institution for assistance.
- 5.2 If we conclude as a result of our investigations that your account has been incorrectly debited we'll respond to your query by arranging within a reasonable period for your financial institution to adjust your account (including interest and charges) accordingly. We'll 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'll respond to your query by providing you with reasons and any evidence for this finding in writing.

6. CONFIDENTIALITY

- 6.1 We'll keep any information (including your account details) in your Direct Debit Request confidential. We'll 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 don't make any unauthorised use, modification, reproduction or disclosure of that information.

6.2 We'll only disclose information that we hold 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).

7. NOTICES

7.1 If you wish to notify us in writing about anything relating to this agreement, you should write to:

Momentum Energy, PO Box 353 Flinders Lane VIC 8009

or

info@momentum.com.au

7.2 If we need to send you a notice regarding your direct debit arrangement, we'll send it to your preferred contact address.

7.3 Any notice will be deemed to have been received on the third banking day after sending.

8. DEFINITIONS

account means the account you nominated in your Direct Debit Request, which you've authorised us to debit.

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 or **DDR** means a written, verbal or online request between us and you to debit funds from your account.

preferred contact address means the email address or postal address you've told us we should contact you at.

your financial institution means the financial institution where your account is held.