

# Direct Debit Request Services Agreement

30 April 2020



## About this Direct Debit Request Services Agreement

This Direct Debit Request Services Agreement, together with the Direct Debit Request, provides Nectr with the authority to deduct money from your nominated Bank Account, Credit Card or Debit Card in accordance with the terms and conditions of your Agreement. We may also credit amounts to your nominated Bank Account, Credit Card or Debit Card if we owe any amount to you in connection with the Agreement (for example, if we need to pay you a refund of any overpayment). This document explains what your obligations are when undertaking a Direct Debit Payment Arrangement with us. It also details what our obligations are to you as your direct debit provider. Please keep this Direct Debit Request Services Agreement for future reference.

## Your responsibilities under this Direct Debit Request Services Agreement

It is your responsibility to:

- Ensure there are sufficient clear funds or available credit in your nominated Bank Account to meet the Direct Debit Payment Arrangement on the due date;
- Ensure your nominated Bank Account can accept direct debits through the Bulk Electronic Clearing System (BECS), as direct debiting is not available through BECS on all accounts or credit cards offered by financial institutions;
- Ensure your nominated Credit Card or Debit Card is current and valid and that the card details and cardholder's name are accurate;
- Advise us if the nominated Bank Account is transferred or closed or the Bank Account details change, and for Credit Cards advise us of changes to the card details, credit limit, suspension or cancellation of the card;
- Ensure that all account holders on the nominated account sign the Direct Debit Request form; and
- Make alternative payment arrangements if the Direct Debit Payment Arrangement ends for any reason.

## Our responsibilities under this Direct Debit Request Services Agreement

Subject to applicable law, it is our responsibility to use our reasonable efforts to:

- Keep any information (including your Bank Account, Credit Card or Debit Card details) in your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about you secure. Please refer to our Privacy and Credit Reporting Policy which can be found on our website at [www.nectr.com.au/privacy/](http://www.nectr.com.au/privacy/) for further information about how we handle your personal information and any credit information or credit eligibility information
- Only disclose any such information that we have about you, to the extent specifically required by law or for the purposes of this Direct Debit Request Services Agreement and as specified in our Privacy and Credit Reporting Policy (including disclosing information in connection with any query or claim);
- Provide you with at least 14 days' notice before making changes to the Direct Debit Request or this Direct Debit Request Services Agreement;
- Debit the amount set out in your bill on the due date in accordance with your Agreement, or on the next Business Day if the due date is not a Business Day;

- Ensure that the Direct Debit Payment Arrangement is only made from the Bank Account nominated on the Direct Debit Request; and
- Terminate the Direct Debit Payment Arrangement with you if you request us to do so.

## Cancelling this Direct Debit Request Services Agreement

Subject to the terms and conditions of this Direct Debit Request Services Agreement, you may alter, defer or cancel this Direct Debit Request Services Agreement and the Direct Debit Payment Arrangement by emailing us at [hello@nectr.com.au](mailto:hello@nectr.com.au) or by calling us on 1300 111 211, or by arranging it through Your Financial Institution, which is required to act promptly on your instructions. If you cancel this Direct Debit Request Services Agreement by notifying Your Financial Institution, you must use your best endeavours to notify us as soon as practicable after the cancellation.

We will need at least 7 working days' notice before the direct debit due date of a payment to:

- Stop or defer the Direct Debit Payment Arrangement;
- Make changes to the Direct Debit Request; or
- Cancel this Direct Debit Request Services Agreement.

If you cancel this Direct Debit Request Services Agreement or stop or defer the Direct Debit Payment Arrangement, you must arrange an alternative payment method.

## Disputes

If you believe there has been an error in debiting your Bank Account, Credit Card or Debit Card, you should notify us directly at [hello@nectr.com.au](mailto:hello@nectr.com.au) or by calling us on 1300 111 211. Alternatively, you can take it up directly with Your Financial Institution.

If we conclude as a result of our investigations that your Bank Account, Credit Card or Debit Card has been incorrectly debited, we will respond to your query by arranging for Your Financial Institution to adjust your Bank Account, Credit Card or Debit Card (including

interest and charges) accordingly. We will also notify you in writing of the amount by which your Bank Account, Credit Card or Debit Card has been adjusted.

If we conclude as a result of our investigations that your Bank Account, Credit Card or Debit Card has not been incorrectly debited, we will respond to your query by providing you with reasons and any evidence for this finding in writing.

## Definitions

**Agreement** has the meaning given to that term in the terms and conditions of your retail contract with us.

**Bank Account** means the bank account at Your Financial Institution from which we are authorised to arrange for funds to be debited.

**Credit Card** means the credit card held at Your Financial Institution from which we are authorised to have funds debited.

**Debit Card** means the debit card held at Your Financial Institution from which we are authorised to have funds debited.

**Debit Payment** means a particular transaction where a debit is made.

**Direct Debit Payment Arrangement** means the arrangement agreed to as part of your energy plan.

**Direct Debit Request** means the Direct Debit Request between you and us.

**Direct Debit Request Services Agreement** means this Direct Debit Request Services Agreement between you and us.

**Us** or **we** means Hanwha Energy Retail Australia Pty Ltd trading as Nectr ABN 82 630 397 214.

**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 Direct Debit Request at which the Bank Account, Credit Card or Debit Card is maintained.

## Further Information

This Direct Debit Request Services Agreement may be updated from time to time and the revised version can be downloaded at [nectr.com.au/nectr\\_direct-debit-service-agreement/](https://nectr.com.au/nectr_direct-debit-service-agreement/) or you can receive a copy by emailing [hello@nectr.com.au](mailto:hello@nectr.com.au) or writing to the address below.

Should you like any more information or you have any comments about this Direct Debit Request Services Agreement, please email us at [hello@nectr.com.au](mailto:hello@nectr.com.au), call us on 1300 111 211 or write to us at Nectr, PO Box 1957 North Sydney 2059.