

Direct Debit Payment Arrangement Conditions

Please keep this page for your reference.

These Direct Debit Arrangement Conditions apply to you, and form part of your Energy Contract with us, if you agree to pay us by either: a. direct debit from your bank, credit union or building society account; or b. automatic payment from your credit card (collectively referred to as an "Direct Debit Arrangement").

Simply Energy's commitment to you

We may change the terms of the Direct Debit Payment Arrangement at any time but will give you at least 14 days notice before we do so. We will not change the amount and frequency of the Direct Debit Payment Arrangement without your agreement.

We will keep information relating to your nominated financial institution account, or credit card account, confidential, except where permitted by law or required for conducting direct debits or processing credit card payments with your financial institution or credit card provider and for a related query, dispute or claim. We will take reasonable steps to protect personal information held by us against loss and against access, use, modification or disclosure that is unauthorised.

Each Direct Debit Payment Arrangement payment will occur automatically on the due date notified to you or if that day is a Saturday, Sunday or public holiday, the next business day. If unsure, ask your financial institution or credit card provider for details.

Our Energy Contract with you will terminate if we are no longer entitled to sell energy due to a Retailer of Last Resort ("RoLR") event affecting us. In those circumstances we will, or our insolvency official will, take steps to cancel the Direct Debit Payment Arrangement with effect from the date you are transferred to the designated retailer for the RoLR event. Cancellation of the Direct Debit Payment Arrangement will not affect your obligation to pay for any energy consumed before the transfer date.

Your commitment to Simply Energy

It is your responsibility to:

- ensure your nominated account can accept direct debits through the Bulk Electronic Clearing System (if unsure, ask your financial institution, as direct debit arrangements are not available on some accounts) or your nominated credit card is current and valid and the credit card details and the cardholder's name are accurate;
- ensure there are sufficient clear funds or credit available in the nominated account to meet the Direct Debit Payment Arrangement payment on the due date;
- advise us if the nominated account is transferred or closed or the account details change, and for credit cards, advise us of any reduction in the credit limit, changes to the card details or suspension or cancellation of your card;
- arrange a suitable alternative payment method if the Direct Debit Payment Arrangement ends for any reason;
- in respect of a direct debit from a standard bank, credit union or building account only, ensure that all account holders on the nominated financial institution account (in the case of joint accounts), sign the direct debit form; and
- check the amounts debited in your account statement provided by your financial institution or credit card issuer. If:
 - there are insufficient clear funds or credit in your nominated account; or
 - you gave us incorrect account details, you may be charged a fee by your financial institution or credit card issuer due to the failed or incorrect payment. We also may charge you fees for this (including to reimburse our costs). You must still arrange for the payment to be made to us;

- understand and accept the risks of providing personal information via the internet should you initiate your Direct Debit payment arrangement on-line. You must keep safe and confidential any security devices utilised in relation to initiating Direct Debit payment arrangements on-line (including without limitation any passwords or User IDs).

Your Rights

Subject to the terms and conditions of your Simply Energy account, you may alter, defer or cancel the Direct Debit Payment Arrangement by writing to us at PO Box 210, Balwyn VIC 3103 or contacting us on 13 88 08. We will need at least 7 working days notice before the due date of a payment to:

- stop or defer the Direct Debit Payment Arrangement;
- suspend future Direct Debit Payment Arrangements;
- alter any details on the form authorising the Direct Debit Payment Arrangement; or
- cancel the Direct Debit Payment Arrangement completely.

You may also cancel the Direct Debit Payment Arrangement through your financial institution or credit card issuer. If you cancel the Direct Debit Payment Arrangement:

- through us, we must accept your notification (and no longer rely on the Direct Debit Payment Arrangement authority) and must also use best endeavours to notify your financial institution or credit card issuer as soon as practicable after the cancellation; or
- through your financial institution or credit card issuer, you must use best endeavours to notify us as soon as practicable after the cancellation.

If you cancel the Direct Debit Payment Arrangement, you must arrange with us an alternate payment method.

Where you consider that an Direct Debit Payment Arrangement has been initiated incorrectly, you should contact Simply Energy on 13 88 08. If you are not happy with our response you can address a formal complaint with the envelope marked 'Notice of Complaint' to Simply Energy, P.O. Box 210, Balwyn VIC 3103. If you are not satisfied with our reply, you should contact your financial institution who will investigate.

Other Information

The details of your Direct Debit Payment Arrangement are contained in the form authorising the Direct Debit Payment Arrangement. We may require that your instructions to stop or in any way alter the Direct Debit Payment Arrangement are given to us in writing or electronic form. We may cancel the Direct Debit Payment Arrangement at any time and will do so if two consecutive Direct Debit Payment Arrangement payments are dishonoured by your financial institution or credit card issuer, in which case you must arrange with us an alternative payment method. In addition to changes we make, the Direct Debit Payment Arrangement is subject to change by both your financial institution or credit card issuer and Simply Energy's financial institution. Your Direct Debit Payment Arrangement is also governed by the terms and conditions of your Simply Energy account.