



# **Terms and conditions for Direct Debit**

**October 2017**

## About this agreement

This is your Direct Debit Service Agreement with sonnen eServices, a business name of Energy Locals Pty Ltd, ABN 236 064 088 79. It explains what your obligations are when undertaking a Direct Debit arrangement with us, and what our obligations are to you. Please keep this agreement for future reference.

## Terms of this agreement

### 1. Debiting your account

- 1.1 By signing the Customer Contract or by providing Us with a valid instruction, you have authorised us to arrange for funds to be debited or charged from your Account through the bulk electronic clearing system, in accordance with the Customer Contract, until further notice in writing.
- 1.2
- 1.3 If the Debit Day falls on a day that is not a Banking Day, we may direct your Financial Institution to debit your Account on the following Banking Day. If you are unsure about which day your Account has or will be debited you should ask your Financial Institution.

### 2. Amendments by us

- 2.1 We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least fourteen (14) days written notice.

### 3. Amendments by you

- 3.1 You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least 3 days notification by emailing:  
  
info@sonnen.com.au  
  
**or**  
  
by telephoning us on 1300 867 856 during business hours.

### 4. Your obligations

- 4.1 It is 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 Customer Contract.
- 4.2 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) You may also incur fees or charges imposed or incurred by us; 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.
- 4.3 You should check your Account statement to verify that the amounts debited from your Account are correct.
- 4.4 It is a requirement as per your Customer Contract to pay for your energy usage with us via direct debit arrangement. If you cancel this agreement and pay your energy bills via another payment method, you may incur fees/charges imposed by us against your energy account.

## 5. Dispute

- 5.1 If you believe that there has been an error in debiting your Account, you should notify us directly on 1300 867 856 or [info@sonnen.com.au](mailto:info@sonnen.com.au). Alternatively, you can take it up directly with your financial institution.
- 5.2 If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your Financial Institution to adjust your Account (including interest and charges) accordingly. We will 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 will respond to your query by providing you with reasons and any evidence for this finding in writing.

## 6. Accounts

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 have 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.

## 7. Confidentiality

- 7.1 We will keep any information (including your Account details) about your nominated bank account or card details confidential. We will 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 do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 7.2 We will only disclose information that we have 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).

## 8. Confidentiality

- 8.1 If you wish to notify Us in writing about anything relating to this Agreement, you should write to:
- Email:** [info@sonnen.com.au](mailto:info@sonnen.com.au)
- or
- Post:** sonnen eServices  
PO Box 866  
Chatswood, NSW 2057
- 8.2 We will notify you by sending a notice in the ordinary post to the address you have given Us in the Customer Contract.
- 8.3 Any notice will be deemed to have been received on the third Banking Day after posting.

## Definitions

**account** means the account held at your Financial Institution, or the credit/debit card details you have provided to us, from which we are authorised to arrange for funds to be debited or charged.

**agreement** means these terms and conditions.

**confirmation form** means the confirmation form for *sonnenFlat*, signed by you.

**banking day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

**customer contract** means this Agreement, the Confirmation Form and the Market Retail Contract.

**debit day** means the day that payment by you to us is due.

**debit payment** means a transaction where a debit is made.

**financial institution** means the financial institution nominated by you in the Customer Contract at which the Account is maintained.

**Market retail contract** means sonnen eService's contract for the supply of goods and/or services to you.