

Diamond Energy Pty Ltd (ABN 97 107 516 334) (“us” or “we”) may make available an instalment payment plan (“Payment Plan”) to reduce an outstanding amount for a defined period of time to the account of an eligible Customer (“you” or “your”) in accordance with the following terms and conditions.

**1. Eligibility Criteria**

- 1.1 To be eligible for a Payment Plan you must:
- (i) be a residential or small business Customer; and
  - (ii) have an agreed instalment payment plan confirmed in writing or by email with Diamond Energy; and
  - (iii) remain a Diamond Energy Customer.
- 1.2 Upon a notification of your intention to transfer to another electricity retailer or move out of your Supply Address, you will no longer be eligible for a Payment Plan and any outstanding amount on your account will become due and payable immediately.

**2. Your Payment Plan**

- 2.1 Any Payment Plan with you will be based on the outstanding amount on your account, an agreed payment frequency, an agreed timeframe to reduce an outstanding amount on your account, your invoice history, your payment history and any relevant additional information provided by you.
- 2.2 The payment frequency options are (i) weekly, (ii) fortnightly, or (iii) monthly.
- 2.3 We will send you a summary of your Payment Plan in writing or by email as confirmation of our acceptance, which will include payment amount, payment frequency, start date and end date.
- 2.4 Instalment payments must be made on the Payment Plan start date and at the agreed payment frequency.
- 2.5 You will continue to receive your electricity invoices and instalment payments will be included in Payment Received section of your invoice.
- 2.6 If an instalment payment is not made on the agreed date for the agreed payment amount, your Payment Plan may be cancelled and the full amount owing will become due and payable immediately. Failure to pay the amount owing may result in disconnection of your electricity and our normal collections process proceedings.

**3. Payment Methods**

- 3.1 Instalment payments can be made by Direct Debit from your nominated bank account or credit card, or via existing Diamond Energy payment options.
- 3.2 If you choose to make arrangements for instalment payments by Direct Debit, the Direct Debit terms and conditions apply, as available and accessible on our website.
- 3.3 If a Direct Debit instalment payment fails, or there are insufficient funds in your account for a scheduled Direct Debit instalment payment, you must pay by another payment method. We may also charge you a dishonoured payment fee.
- 3.4 If you cancel your Direct Debit, you must arrange an alternative payment method to remain on the Payment Plan.

**4. Amending or cancelling your Payment Plan with us**

- 4.1 You can request an amendment to your Payment Plan, including payment amount and payment frequency, provided you notify us at least five business days prior to the scheduled date of the next instalment payment.
- 4.2 We will review your request and if we approve amendments, we will confirm your updated Payment Plan in writing or by email.
- 4.3 We may review your Payment Plan from time to time to assess its suitability to reduce your outstanding amount within an acceptable timeframe. We will notify you of any amendments to your Payment Plan in writing or by email.
- 4.4 If you wish to cancel your Payment Plan, you will need to provide at least five business days’ notice to cancel.
- 4.5 Upon cancellation of your Payment Plan, any amount owing will become due and payable immediately. Failure to pay the amount owing may result in disconnection of your electricity and our normal collections process proceedings.
- 4.6 Please note, if you have had two payment plans cancelled in the last 12 months because you did not follow your plan:
- (i) we do not have to offer you another plan
  - (ii) we might disconnect your electricity.

**5. General**

- 5.1 We may vary these terms and conditions from time to time.
- 5.2 These terms and conditions form part of your Agreement with us.

**Contact Details**

Diamond Energy Pty Ltd  
Level 11/480 Swan Street, Richmond VIC 3121  
telephone: 1300 838 009  
facsimile: 03 9006 9031  
email: [customerservice@diamond-energy.com](mailto:customerservice@diamond-energy.com)  
website: [www.diamondenergy.com.au](http://www.diamondenergy.com.au)  
Issued: September 2019