

The following terms and conditions apply and form part of the Direct Debit Agreement between Diamond Energy Retail Pty Ltd (ACN 145 381 915) (“us” or “we” or “our”) and the Customer (“you” or “your”) choosing our direct debit payment option. Diamond Energy Retail Pty Ltd is a wholly owned subsidiary of Diamond Energy Pty Ltd (ABN 97 107 516 334).

**1. Your Direct Debit Agreement with Us**

- 1.1 Your Direct Debit Agreement with us consists of these terms and conditions and your Direct Debit Application.
- 1.2 Your Direct Debit Agreement forms part of your Agreement in which we sell electricity and other products to you and sets out the terms and conditions on which:
  - (i) we make direct debit payments;
  - (ii) you can amend and update direct debit payment methods or payment account details; and
  - (iii) you can terminate your direct debit payments.
- 1.3 Our direct debit payment options include:
  - (i) direct bank payment, where we automatically debit / credit from your nominated bank account; and
  - (ii) credit card payment, where we automatically debit from your nominated card payment account (Mastercard or Visa, only)

**2. Direct Debit Payments**

- 2.1 We may elect to verify the details of your account with your Financial Institution by requesting the nominated Financial Institution to release such information.
- 2.2 We will direct debit your account through the Bulk Electronic Clearing System, as User Identification number 419899 commencing upon receipt of your authorization and continuing until we are notified otherwise.
- 2.3 If you are participating in a payment plan or invoice / bill smoothing arrangement with us, the amount and frequency of direct debit payment will be agreed by us and you.
- 2.4 If you have chosen our direct debit payment method and are not participating in a payment plan or invoice / bill smoothing arrangement with us, we will direct debit the full Amount Payable on your Invoice from your nominated account on the Due Date.
- 2.5 Where the Due Date for a direct debit payment is not a Business Day, we may direct your Financial Institution to direct debit your account on the following Business Day.
- 2.6 If you believe that we have drawn on your account incorrectly, or there is a discrepancy in a payment amount, please contact us so we can address your query. In the event we cannot substantiate the reason for the direct debit transaction you will receive a full refund of the withdrawal amount. Claims may also be directed to your Financial Institution.

**3. Amending, Updating or Terminating Direct Debit Payments**

- 3.1 It is your responsibility to ensure your bank account or card payment account details supplied to us are correct and up to date and that your nominated account can accept direct debit through the Bulk Electronic Clearing System. Please note that direct debit through Bulk Electronic Clearing System is not available on all bank account and card payment accounts.
- 3.2 If you expect there to be insufficient funds in your nominated account on the Due Date for your direct debit payment and you contact us at least 3 working days prior to the Due Date, we will seek to arrange a new Due Date for your direct debit payment.
- 3.3 You may notify us of changes or termination of your direct debit payment arrangement or payment method by giving us at least 10 Business Days’ notice verbally, by email, by mail or fax prior to your next payment.
- 3.4 If at any time you transfer, close or cancel the nominated account provided to us, it is your responsibility to notify us of the new payment details.
- 3.5 We will notify your Financial Institution if you cancel the direct debit payment method with us or you are no longer a customer of us.
- 3.6 If you terminate your Agreement with us and have chosen direct debit payment method, any outstanding balances owing by you will be withdrawn from your nominated account in the next payment cycle after you have notified to terminate your Agreement.

**4. Fees and Charges**

- 4.1 If you pay an invoice using a payment method that results in us incurring a merchant services fee (including credit card payment option) we may charge you a payment processing charge to recover the amount of the merchant services fee.
- 4.2 We will notify you of any return unpaid transactions and any applicable fees will be raised against your payment.
- 4.3 If your nominated account with us has insufficient funds to cover a payment, your Financial Institute may charge you a fee. Please ensure that a suitable alternative method is available for payment of your account.

**5. Privacy**

- 5.1 Our privacy policy applies to financial information you provide us. You can access our privacy policy on our website.

**Contact Details:**

Diamond Energy Pty Ltd  
Level 11/480 Swan Street, Richmond VIC 3121  
**Telephone:** 1300 838 009  
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