

Direct Debit Service Agreement

Localvolts - Anyone can be an Energy Farmer



LOCALVOLTS DIRECT DEBIT SERVICE AGREEMENT

The following is your Direct Debit Service Agreement with Localvolts Pty Ltd ABN 12 609 840 379 ("**Localvolts**").

This agreement is designed to explain what your obligations are when undertaking a direct debit arrangement with Localvolts. It also details what Localvolts obligations are to you as your direct debit provider. This agreement forms part of the terms and conditions of your Direct Debit Request and should be read in conjunction with your Direct Debit Request.

Please note that Localvolts will only accept Direct Debit Requests from credit or debit card accounts.

Agreed Terms

1. **Definitions**

In this agreement, the following terms have the following meanings:

Account means the credit or debit card account held at your Financial Institution from which Localvolts are authorised to arrange for funds to be debited.

Business Day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

Debit Day means the day that payment by you to Localvolts is due.

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

Direct Debit Request means any Direct Debit Request between Localvolts and you.

you or **your** means the customer who signed the Direct Debit Request.

your Financial Institution is the financial institution where you hold the Account that you have authorised Localvolts to arrange to debit.

2. **Debiting your Account**

- 2.1. By signing or agreeing to a Direct Debit Request, or otherwise providing us with a valid instruction, you have authorised Localvolts to arrange for funds to be debited from your Account.
- 2.2. We will only arrange for funds to be debited from your Account if we have sent to the address nominated by you in the Direct Debit Request, a billing advice which specified the amount payable by you to Localvolts and when it is due, or if you have otherwise authorized the debit in the Direct Debit Request.
- 2.3. If the Debit Day falls on a day that is not a business day, we may direct your Financial Institution to debit your Account on the following Business Day. If you are unsure about which day your Account has or will be debited you should ask your Financial Institution.

3. **Changes by Localvolts**

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



4. Changes by you

- 4.1. Subject to clause 4.2 and clause 4.3, you may change the arrangements under a Direct Debit Request by contacting Localvolts.
- 4.2. If you wish to stop or defer a direct Debit Payment you must notify Localvolts in writing at least seven days before the next Debit Day.
- 4.3. You may also cancel your authority for Localvolts to debit your Account at any time by giving Localvolts fourteen days' notice in writing before the next Debit Day.

5. Your obligations

- 5.1. 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 Direct Debit Request.
- 5.2. 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 Localvolts; 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.
- 5.3. You should check your Account statement to verify that the amounts debited from your Account are correct.
- 5.4. If we are liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay Localvolts on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

6. Dispute

- 6.1. If you believe that there has been an error in debiting your Account, you should notify Localvolts in writing with Localvolts as soon as possible so that we can resolve your query more quickly.
- 6.2. 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.
- 6.3. 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.
- 6.4. Any queries you may have about an error made in debiting your Account should be directed to Localvolts in the first instance so that we can attempt to resolve the matter between Localvolts and you. If we cannot resolve the matter you can still refer it to your Financial Institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

7. Accounts

- 7.1. 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 Localvolts 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.

8. Confidentiality

- 8.1. We will keep any information (including your Account details) in your Direct Debit Request 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



- 8.2. We will only disclose information that we have about you:
- a. To the extent required by law; or
 - b. For the purposes of this agreement (including disclosing information in connection with any query or claim).

9. Notice

- 9.1. If you wish to notify Localvolts in writing about anything relating to this agreement, you should write to:

Localvolts Pty Ltd
PO Box 380
Manly, NSW 1655

- 9.2. We will notify you by sending a notice in the ordinary post to the address you have given Localvolts in the Direct Debit Request.
- 9.3. Any notice will be deemed to have been received two Business Days after it is posted.