



Direct Debit – Terms & Conditions

All states

1. GENERAL

- 1.1. These terms and conditions apply when you enter into a Direct Debit Arrangement in connection with the supply of, electricity or gas with EL Retail Energy Pty Ltd (ABN 23 606 408 879) referred to as “Energy Locals,” “us”, “we” or “our” in these terms and conditions.
- 1.2. For the purposes of these terms, you, the customer entering the Direct Debit Arrangement, is referred to as “you” or “your”.
- 1.3. These terms and conditions outline what your obligations are when undertaking a Direct Debit Arrangement with us.
- 1.4. Where these terms and conditions apply they will form part of your Energy Contract with Energy Locals. To the extent of any inconsistency with these terms and conditions and the Energy Contract, the terms and conditions of the Energy Contract will prevail.

2. DEBITING YOUR ACCOUNT

- 2.1. By completing a Direct Debit Request or by providing us with a valid instruction, you authorise us to:
 - (a) arrange for funds to be debited from your Account; and
 - (b) verify the details of your nominated Account with your Financial Institution.
- 2.2. We will only arrange for funds to be debited from your Account as authorised in your Direct Debit Request.
- 2.3. 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.
- 2.4. If your Debit Payment fails, is returned or dishonoured by your Financial Institution, we will notify you requesting immediate payment. Any fees levied to you by your Financial Institution or incurred by us in respect of the above will be payable by you.
- 2.5. If you are no longer a customer of Energy Locals, your Direct Debit Arrangement will cease once you have no further outstanding payments.
- 2.6. We may cancel your Direct Debit Arrangement if a Debit Payment is returned or dishonoured by your Financial Institution on two consecutive occurrences. We will notify you by your nominated method of communication if we cancel your Direct Debit Arrangement.

3. YOUR GENERAL OBLIGATIONS

- 3.1. 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.

- 3.2. Prior to completing the Direct Debit Request, 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; and
 - (b) your Account details which you have provided to us are correct.
- 3.3. You must advise us if:
 - (a) your nominated Account is transferred, closed or the Direct Debit is cancelled, as soon as you become aware of this change; and/or
 - (b) you wish to change your nominated Account or personal details under the Direct Debit Arrangement.
- 3.4. If there are insufficient clear funds in your Account to meet a Debit Payment 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.
- 3.5. You should check your Account statement to verify that the amounts debited from your Account are correct.

4. FEES & CHARGES

- 4.1. Under some of our energy offers it is a condition that you pay for your energy usage with us via Direct Debit. If you cancel your Direct Debit Arrangement and pay your energy bills via another payment method, you may incur Charges imposed by us against your energy account.
- 4.2. If there are insufficient clear funds in your Account to meet a Debit Payment, you may be charged a fee and/or interest by your Financial Institution.
- 4.3. You may also incur fees or Charges imposed or incurred by us in relation to the Direct Debit Arrangement depending on terms of your Energy Contract.
- 4.4. Banking transaction fees and Government taxes may also apply to a Debit Payment.

5. DISPUTES

- 5.1. If you believe that there has been an error in debiting your Account, you should notify us directly on 1300 869 573 or hello@energylocal retail.com.au
- 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 been correctly debited, we will respond to your query by providing you with reasons and any evidence for this finding in writing.

6. AMENDING YOUR DIRECT DEBIT ARRANGEMENT

Amendments by Us

- 6.1. We may vary these terms and conditions from time to time and will notify you of any substantive changes.
- 6.2. We may vary any details of your Direct Debit Arrangement at any time by giving you at least fourteen (14) days written notice.

Amendments by You

- 6.3. You may change, stop or defer a Debit Payment, or terminate your Direct Debit Arrangement by providing us with at least 3 days notification by emailing: hello@energylocalsretail.com.au or by telephoning us on 1300 MY ENERGY (1300 869 573) during business hours.

7. CONFIDENTIALITY

- 7.1. We will keep any information (including your Account details) in your Direct Debit Request confidential.
- 7.2. 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.
- 7.3. We will handle your personal information in accordance with our Privacy Policy, available at: <https://energylocalsretail.com.au/privacy-policy/> and will only disclose information that We have about you:
- (a) to the extent specifically required by law; or
 - (b) for the purposes of your Direct Debit Arrangement (including disclosing information in connection with any query or claim).

8. COMPLAINTS AND DISPUTE MANAGEMENT

- 8.1. Energy Locals is committed to providing our customers with exceptional customer service, however, if you have a query, complaint or dispute (related to your bill or otherwise) please call us on 1300 869 573 or email us at hello@energylocalsretail.com.au.
- 8.2. We must handle any complaint you have in accordance with our Complaint and Dispute

Handling Procedure, which can be found on our website, or provided to you on request.

- 8.3. If you make a complaint, we must inform you of the outcome of your complaint. If you are still unsatisfied with our response, you have the right to complain to the Ombudsman in your State:

- Energy and Water Ombudsman SA GPO Box 2947, Adelaide SA 5001, ewosa.com.au 1800 665 565
- Energy and Water Ombudsman NSW, Reply Paid 86550, Sydney South NSW 1234, complaints@ewon.com.au 1800 246 545
- Energy and Water Ombudsman Queensland PO Box 3640 South Brisbane BC Qld 4101, complaints@ewoq.com.au 1800 662 837
- Energy and Water Ombudsman Victoria, Reply Paid 469, Melbourne VIC 8060, ewovinfo@ewov.com.au 1800 500 509,
- ACT Civil and Administrative Tribunal, GPO Box 370, Canberra, ACT 2601 (02) 6207 1740, tribunal@act.gov.au
- Energy and Water Ombudsman Tasmania Energy Ombudsman, GPO Box 960, Hobart TAS 7001, energy.ombudsman@ombudsman.tas.gov.au 1800 001 170

9. APPLICABLE LAW

- 9.1. The laws of the state or territory of your Supply Address apply to your Direct Debit Arrangement.
- 9.2. You agree to submit to the non-exclusive jurisdiction of the courts in that state or territory.

10. DEFINITIONS

Term	Definition
Account	the account held at your Financial Institution from which we are authorised to arrange for funds to be debited.
Banking Day	a day other than a Saturday or a Sunday or a public holiday in the state in which the customer account is held.
Billing cycle and/or billing period	the regular recurrent period for which you receive a bill from us.
Charges	the fees set out in the plan information document in respect of the supply of energy to you.
Energy Contract	the market retail contract, standard retail contract or any other contract you have with us for the sale of energy.
Direct Debit Arrangement	Your agreement to make payments via direct debit, as outlined in the Direct Debit Request.
Direct Debit Request	the completed form requesting to set up or change direct debit (available at https://energylocalsretail.com.au/direct-debit) (as may be amended from time to time) by you to debit amounts from your account in favour of us or your verbal instruction to enter into a Direct Debit Arrangement.
Debit Payment	a transaction where a debit is made.
Debit Day	the day that a payment is due.
Financial Institution	the financial institution nominated by you on the Direct Debit Request at which the Account is maintained.
you or your	the customer who has signed or authorised by other means the Direct Debit Request.



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