

Direct Debit Request

Request and Authority to debit the account named below to pay

EVERGY PTY LTD ABN: 56623005836



Direct Debit Request and Authorisation

To set up Direct Debit payments, complete this form and email: support@evergy.com.au OR post it to us at PO BOX 6302 SOUTH YARRA VIC 3141.

Last Name or Company Name

First Name or ABN

'you'

Evergy Customer / Account Reference Number

Email address

Supply Address

Request and authorise EVERGY PTY LTD and User ID 531579 to arrange, through its own financial institution, a debit to your nominated account any amount EVERGY PTY LTD has deemed payable by you for the above mentioned supply address.

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

Nominated Account Details

Name of Financial Institution

Address of Financial Institution

Name of Account to be debited

BSB

Account Number

Payment Details

By signing the Direct Debit Request, you authorise us to arrange for funds owing on your account to be debited from your nominated account in amounts and at intervals as advised by us to your financial institution. The first Direct Debit withdrawal will start on a day nominated by us or 13 business days after your next account is issued. By submitting this form you allow us to debit all outstanding balances owing on your account.

Acknowledgement

By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and EVERGY PTY LTD as set out in this Request and in your Direct Debit Request Service Agreement.

Account Signatures

Signature

Signature

Name of signatory

Name of signatory

Date

Date

Direct Debit Service Agreement



The following is your Direct Debit Service Agreement with EVERGY PTY LTD, ABN: 56623005836. The agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit Provider.

We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR form.

Definitions

- **account** means the account held at *your financial institution* from which we are authorised to arrange for funds to be debited.
- **agreement** means this Direct Debit Request Service Agreement between you and us.
- **banking 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 us is due.
- **debit payment** means a particular transaction where a debit is made.
- **direct debit request** means the Direct Debit Request between us and you.
- **us or we** means EVERGY PTY LTD (the Debit User) you have authorised by signing a *direct debit request*.
- **you** means the customer who signed the *Direct Debit Request*.
- **your financial institution** means the financial institution nominated by you on the DDR at which the *account* is maintained.

1. Debiting your account

By signing a *Direct Debit Request*, you have authorised us to arrange for funds to be debited from *your account*. You should refer to the *Direct Debit Request* and this *agreement* for the terms of the arrangement between us and you.

We will only arrange for funds to be debited from *your account* as authorised in the *Direct Debit Request*

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

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

You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen (14) days' notification by writing to: PO BOX 6302 SOUTH YARRA VIC 3141 **or** by telephoning us on **1300 383 749** during business hours **or** arranging it through your own financial institution.

4. Your obligations

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*.

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*.

You should check *your account* statement to verify that the amounts debited from *your account* are correct.

If you cancel your Direct Debit arrangement completely, we will cease to rely on this Direct Debit Request Service Agreement.

5. Dispute

If you believe that there has been an error in debiting *your account*, you should notify us directly on **1300 383 749** and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up with your financial institution direct.

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.

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. Privacy and Confidentiality

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.

We will collect, use, manage and 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).

We have collected your personal information as we are authorised to do so under the Privacy Act 1998 (Cth). We have collected your personal information for the purpose of providing you with utility products and/or services. As part of our usual business practices, we disclose personal information we collect to third party suppliers, including RMS Utilities, for the purposes of providing products and services which may be of interest to you. The kinds of personal information we disclose include your name, email, phone, mailing address and details of your financial position, including bank details. If your personal information is not collected we may not be able to provide you with information about our product and/or services. Our Privacy Policy contains further information about how you may access and seek to correct the personal information held by us. Our privacy policy is available at <https://evergy.com.au/privacy-policy/>.

8. Notice

If you wish to notify us in writing about anything relating to this *agreement* or regarding our privacy policy, you should write PO BOX 6302 SOUTH YARRA VIC 3141.

We will notify you by sending a notice in the ordinary post to the address you have given us in the *Direct Debit Request*.

Any notice will be deemed to have been received on the third *banking day* after posting.