



# Blue NRG Direct Debit Service Agreement – Terms & Conditions

These Terms and Conditions are important. Please keep them for future reference.

These Terms and Conditions together with your signed Direct Debit Request form and any valid telephone or online direct debit instruction are your Direct Debit Service Agreement with Blue NRG Pty Ltd ACN 151 041 658 (PayWay Direct Debit ID 314011) ("us", "we", "our").

The Direct Debit Service Agreement explains what your obligations are to us and what our obligations are to you and supersedes any other prior payment arrangements you have made with us.

## Your Direct Debit Authorisation:

By signing a Direct Debit Request or by providing us with a valid instruction over the telephone or online (Instruction), you authorise us to arrange for a:

- (i) direct debit from your nominated bank account; or
- (ii) charge to your nominated credit card account;

through the bulk electronic clearing system until further notice in writing for:

- (a) the full amount owing on your Blue NRG electricity bill on the bill due date if the Total Monthly Invoiced Amount option has been selected; or
- (b) the nominated payment amount at the specified times if the Regular Payments option has been selected (Direct Debit)

We'll only arrange for funds to be debited from your account or charged to your credit card as authorised in the Direct Debit Request or in accordance with an Instruction that you give us either over the telephone or online.

## When will payment be made:

The Direct Debit payment will be made on the payment dates as set out in the Direct Debit Form or in accordance with an Instruction. When the due date for payment falls upon a non-business day or public holiday, we'll debit your account or charge your credit card on the next business day. If you are unsure when the Direct Debit will be processed please contact your financial institution.

If when you authorise us to arrange a Direct Debit you have an amount outstanding on your Blue NRG electricity account, we may debit or charge you that outstanding amount within three business days of us receiving your signed Direct Debit Request or of you providing us with an Instruction.

## Credit card payments:

If you nominate a credit card account, it can only be a Visa, MasterCard or American Express credit card. A payment processing fee may apply to payments made from a credit card account.

If your credit card has reached its expiry date, you must provide us with your new credit card details at least five business days prior to the next payment date.

## Cancellation of Direct Debit Service Agreement

You may cancel your Direct Debit Service Agreement at any time by notifying us at least five business days prior to your next payment date.

We may cancel your Direct Debit Service Agreement at any time by notifying you.

We may cancel your Direct Debit Service Agreement with us if two consecutive payments are refused by your financial institution. You must then pay your Blue NRG electricity bills using another suitable payment method. Please refer to your bill for other payment methods that we accept.

Other ways the Direct Debit Service Agreement can come to an end:

If you are no longer a Blue NRG customer and all outstanding amounts due to us have been paid, your Direct Debit Service Agreement will come to an end and we will stop the Direct Debit.

Also, if we stop being your electricity retailer due to the operation of a retailer of last resort scheme, your Direct Debit Service Agreement will come to an end and we will stop the Direct Debit. If this happens we will promptly notify you and your financial institution.

## Making changes

If for any reason we want to make a change to the terms of the Direct Debit Service Agreement we'll provide you with at least 10 business days' notice of the change.

If you need to change your bank account or personal details, if your nominated bank account or credit card account is altered, transferred, closed or if you wish to alter, amend, stop or cancel any Direct Debit, you must provide us with at least five business days' notice before your next payment date.

## Your obligations:

It is your responsibility to ensure that:

- a) your financial institution has direct debit available from your nominated account. Please note that direct debit is not available on all accounts.
- b) the account details you have provided us are correct. Check them against a recent account statement from your financial institution;
- c) you tell us if your nominated account is altered, transferred or closed;
- d) there are sufficient funds in your nominated account on the due date to meet a Direct Debit payment. If you do not have sufficient funds the payment is regarded as not having been made and we will require payment in another form. We may charge you interest on any unpaid amount in accordance with the terms and conditions of Blue NRG's Electricity Sale Agreement. We may also charge you for any costs we incur as a consequence of covering payment for you. A dishonour fee may be charged by both your financial institution and Blue NRG to cover reasonable administrative and processing costs.
- e) the amounts debited from or charged to your account are correct by checking your account statements.

## Fees and Charges:

We will notify you of any returned unpaid transactions and any applicable fee (plus GST) will be raised against your account.

If your nominated account has insufficient funds to cover a payment you are responsible for any costs we incur as a consequence.

The usual bank transaction fees and government taxes may also apply to your Direct Debit.

## Dispute:

If you believe there's been an error in debiting your account, please contact us immediately on 1300 599 888 or by emailing [info@bluenrg.com.au](mailto:info@bluenrg.com.au) so we can address your query, or you can contact your financial institution. If your account has been incorrectly debited we'll organise an adjustment to your account. We'll let you know the amount that your account has been adjusted. If your account has not been incorrectly debited we'll respond to you and explain the reasons why.

## Confidentiality:

We have requested personal information from you so that we can set up your Direct Debit. If you do not provide us with the required information we will not be able to set up your Direct Debit. Any personal information you disclose to us will be handled in accordance with our Privacy Policy or otherwise as required by law. You may obtain a copy of our Privacy Policy by contacting us on 1300 599 888 or you can view it online at <https://www.bluenrg.com.au/privacy-policy>.

We will keep all information about your nominated bank account private and confidential, only to be disclosed at your request or that of your financial institution in connection with a claim made about an alleged incorrect or wrongful debit or charge. We will also need to disclose your bank account details to our financial institution to start the Direct Debit.