

## Amber Electric Direct Debit Terms and Conditions

---

### 1. Introduction

These terms and conditions apply to the Direct Debit Arrangements in place between customers who have provided a Direct Debit Request and Amber (Amber Electric Pty Ltd ABN 98 623 603 805).

If you give us your authorisation to use your supplied credit card, debit card or bank account details (your **Direct Debit Request**), you agree that these terms and conditions will apply to your Direct Debit Arrangement from the time you enter into an Electricity Supply Contract with Amber.

Our **contact details** are set out in section 10 of this document.

Capitalised terms in this document can be found in the **Glossary** at the end of this document.

### 2. How we will debit your account

We will only deduct payments from your Nominated Account as directed by your Direct Debit Request.

If the date for payment is not a Business Day, we will deduct your payment on the next Business Day.

### 3. Fees for Direct Debit Arrangements

There are no additional fees for providing a Direct Debit Request authorising us to deduct payments from your nominated bank account.

We deduct a credit or debit card processing fee for each payment if you provide a Direct Debit Request authorising us to deduct payments from your nominated credit card or debit card. This fee is 1% of each payment amount.

### 4. Changes or cancellation of your Direct Debit Request

You can notify us that you would like to:

- (a) [Change your Direct Debit Request](#) – to do this go to your Amber App and select “View & Update Payment Details” and follow the prompts, or contact us if you need assistance;
- (b) [Suspend your Direct Debit Request temporarily](#) – to do this please contact us;
- (c) [Cancel your Direct Debit Request](#) – to do this please contact us.

You can also make alterations to your instructions by contacting your financial institution.

## **5. Changes to these Terms and Conditions**

We may need to vary these terms and conditions – although we will do what we can to make sure this does not happen often.

We will give you at least 10 Business Days' notice of any changes. You can terminate your Direct Debit Arrangement if you don't agree to a variation to these terms and conditions. If we don't hear from you, we will assume you have agreed to the new terms and conditions.

## **6. Your obligations**

You are responsible for making sure that:

- (a) your financial institution is able to make Direct Debit Payments available to you using your Nominated Account;
- (b) the account details which you have provided to us for your Nominated Account are correct – you can do this by checking the details against a recent account statement;
- (c) you have contacted your financial institution if you have any questions about how your financial institution will manage your Direct Debit Request; and
- (d) there are sufficient funds available in your Nominated Account to enable each Direct Debit Payment to be processed by Amber in accordance with your Direct Debit Request.

If your Nominated Account does not have sufficient funds available to cover a Direct Debit Payment:

- (a) you may be charged a fee and/or interest by your financial institution;
- (b) we may charge you reasonable costs which we incur as a consequence of your missed or short Direct Debit Payment; and
- (c) you must arrange for the Direct Debit Payment to be made by another method or arrange for sufficient clear funds to be in your Nominated Account by an agreed time so that we can process the Direct Debit Payment in full – to arrange this please contact us.

Please check your Nominated Account after each Direct Debit Payment is processed to verify that the amount debited from your Nominated Account is correct. Please contact us if you notice any discrepancy.

## **7. Our obligations**

We will do all we can to make sure we process Direct Debit Payments accurately.

We will keep the information in your Direct Debit Request confidential, including your Nominated Account details. Our Privacy Policy applies to your Direct Debit Arrangement – this means:

- (a) we will make reasonable efforts to keep information that we have about you secure and to ensure that our employees or agents who have access to this information do not make any unauthorised use, modification, reproduction or disclosure of that information;

(b) we will only disclose information that we have about you to the extent required by law or for the purposes of your Direct Debit Arrangement, including disclosing information in connection with any query or claim you may raise with us.

## 8. Errors and disputes

If you find an error in a Direct Debit Payment we have processed, please contact us as soon as possible. You can also contact your financial institution for assistance.

If we receive notification from you that an error may have been made, we will investigate the matter as quickly as we can.

If we conclude that an error has been made, we will make arrangements with your financial institution for the relevant Direct Debit Payment to be adjusted to correct the error (including interest and any other charges) and we will notify you of the adjustment that has been made.

If we conclude that an error has not been made, we will notify you of the reasons for our conclusion and any evidence we have to support the outcome.

If you disagree with our findings, please let us know. Disputes in connection with your Direct Debit Arrangement are managed in accordance with our Complaints and Dispute Resolution Policy.

## 9. Glossary

Amber means Amber Electric Pty Ltd (ABN 98 623 603 805). Amber is also referred to as “We” and “Us” in this document.

Amber App means the application called “AmberElectric” that can be installed on mobile devices and through which your account with Amber is managed.

Business Day means Monday, Tuesday, Wednesday, Thursday and Friday, unless that day is a public holiday in the location of the Premises.

Direct Debit Arrangement means these terms and conditions together with your Direct Debit Request.

Direct Debit Payment means a payment deducted from your Nominated Account to pay an amount due and payable to Amber under your Electricity Supply Contract with us.

Direct Debit Request means the authorisation you have provided to us to deduct payments from your Nominated Account that are due and payable to Amber under your Electricity Supply Contract with us.

Electricity Supply Contract means a contract between Amber and a customer for the supply and sale of electricity.

Nominated Account means the credit card account or the debit card account or the bank account held with your financial institution from which you have authorised us to deduct payments due and payable to Amber under your electricity supply contract with us.

## 10. How to Contact Us

Our most up to date contact details are available at [amber.com.au/contact](http://amber.com.au/contact).

Phone: 1800 531 907

Email: [info@amber.com.au](mailto:info@amber.com.au)