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ABN 68 284 130 046

DIRECT DEBIT REQUEST SERVICE AGREEMENT (TERMS AND CONDITIONS)

Issue Date: 25 June 2025

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1. INTRODUCTION

Roxby Power Customers can enjoy the convenience of a Direct Debit service that allows an electricity bill to be automatically paid when it is due from a nominated savings or cheque account.

This is your Direct Debit Service Agreement with **Roxby Power, ABN: 68 284 130 046 (User ID: 214083)** (the Debit User). It explains 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.

Please retain this agreement 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 authorisation.

2. DEFINITIONS

Definitions for the purpose of these Terms and Conditions.

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/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 *us* is due.
Debit Payment	means a particular transaction where a debit is made.
Direct Debit Request	means the written request between *us* and *you* to debit funds from your account.
Us Or We	means Roxby Power, (the Debit User) *you* have authorised by requesting a *Direct Debit Request*.
You	means the customer who has authorised the *Direct Debit Request*.
Your Financial Institution	means the financial institution at which you hold the *account* you have authorised us to debit.

3. DEBITING YOUR ACCOUNT

3.1. By submitting a *Direct Debit Request*, *you* have authorised *us* to arrange for funds to be debited from *your account*. The *Direct Debit Request* and this *agreement* set out the arrangement between *us* and *you*.

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

or

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 specifies the amount payable by *you* to *us* and when it is due.

3.3. 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.

3.4. If sufficient funds are not available in your nominated financial account at the time of processing a Direct Debit Transaction, a dishonour fee may be charged by both your financial institution and Roxby Power to cover reasonable administrative and processing costs.

4. AMENDMENTS BY US

4.1. Roxby Power may vary these Terms and Conditions at any time. If Roxby Power varies these Terms and Conditions, Roxby Power will provide you with written notice of the change as soon as practicable, which may be after the variation takes effect, and in any event, no later than on your next bill.

Roxby Power may in its absolute discretion refuse to accept a Direct Debit payment including, but not limited to, circumstances where a Direct Debit has been dishonoured in connection with a previous payment.

5. HOW TO CANCEL OR CHANGE DIRECT DEBITS

5.1. You can:

Cancel or suspend the Direct Debit Request; or

5.2. If you wish to change your Direct Debit Service (including your bank details), you must provide Roxby Power with a new Direct Debit Service Authorisation at least three business days prior to the next scheduled payment.

To do so, contact us at:

Email: roxby@roxbycouncil.com.au

Phone: (08) 8671 0010 during business hours;

or,

5.3. You can also contact your own financial institution, which act promptly on your instructions.

5.4. If you cancel your Direct Debit Service, we will no longer use Direct Debit as your payment method. You will need to make payment by some other method acceptable to Roxby Power.

5.5. If you wish to change your Direct Debit Service (including your bank details), you must provide Roxby Power with a new Direct Debit Service Authorisation at least three business days prior to the next scheduled payment.

5.6. If Roxby Power withdraws the Direct Debit Service, all authorisations will be cancelled immediately, and you will need to pay your electricity bills using another payment method.

6. YOUR OBLIGATIONS

6.1. Direct Debit Services are only available from a recognised financial institution account in the name of the Roxby Power account holder. When requested by Roxby Power, you agree to provide to Roxby Power identification information, including but not limited to, certified identification documents, bank statements and any other documents reasonably required in order for Roxby Power to:

a) verify (or further verify) your identity

b) Verify information in connection with the bank account nominated foe the Direct Debit Services; and

c) verify the origin of any payment to Roxby Power.

6.2. Roxby Power may confirm directly with the financial institutions and payment service providers that supplied or facilitated a payment, that Identification Information provided by you is valid and correct, and that payments made by you were from the nominated account.

6.3. Until Roxby Power is satisfied that the Identification Information provided is true, accurate and complete, Roxby Power reserves the right to refuse or refund any Direct Debit payments made by you.

6.4. 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.

6.5. 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) *we* may charge you reasonable costs incurred by us on account of there being insufficient funds; 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.

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

6.7. *You* are responsible for ensuring that the nominated bank account can accept Direct Debit transactions.

It is *your* responsibility to cancel your payment option if *you* vacate the township. Payments will continue to be debited until your last account is settled.

7. DISPUTE

7.1. If you believe there has been an error in debiting *your account*, *you* should notify us directly on roxby@roxbycouncil.com.au. Alternatively, *you* can contact your financial institution for assistance.

7.2. If we conclude as a result of our investigations that your account has been incorrectly debited, we will respond to your query by arranging within a reasonable period 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.

7.3. 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 in writing.

8. ACCOUNTS

8.1. You should check:

a) with *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available through Bulk Electronic Clearing System (BECS) 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*.

8.2. Roxby Power may discontinue your Direct Debit Service if three consecutive payments are refused by your financial institution. You will be notified if this occurs, and you must then pay your electricity bills using another payment method.

9. PAYMENT OPTIONS

9.1. Payment In Full

9.1.1. The payment in full option allows customers to have Roxby Power debit the full amount owing on the power account on the day.

9.1.2. If your Roxby Power account has an overdue amount at the time your Direct Debit Authorisation comes into effect, this amount will be debited from your nominated financial account on the following scheduled quarterly pay by date of the receipt of your Direct Debit Service Authorisation.

9.1.3. After 3 consecutive failed transactions, Roxby Power will cancel your Direct Debit Service and you will be required to immediately establish alternative payment arrangements.

9.2. Flexipay

9.2.1. The Flexipay option allows *you* to make fixed monthly pre-payments towards your next Quarterly Bill. Customers may choose this option to help with cash-management.

9.2.2. Customers who have a poor payment history or credit rating may be required to make Flexipay payments of a value nominated by Roxby Power. The conditions under which this may occur are set out in the Roxby Power Supply Terms and Conditions for the Sale or Supply of Electricity – these can be downloaded from the Council website https://www.roxbydowns.sa.gov.au/roxby-power.

9.2.3. The specified monthly payment will be automatically deducted from *your* nominated *account* on the 20th day of each month (or the next business day if the 20th day of the month is not a business day).

9.2.4. Over time, *you* may find that the amount currently being deducted is not sufficient to cover *your* Quarterly Bill. The Electricity Services Officer will contact *you* and discuss a variation to the amount if this occurs. If the amount is varied, *you* will be asked to submit a new Direct Debit Authorisation.

9.2.5. If for any reason the payment cannot be deducted from *your* nominated *account* as scheduled, *we* will attempt to deduct the amount then due the following month. *You* will be notified in writing each time a payment transaction fails.

9.2.6. After 3 consecutive failed transactions, Roxby Power will cancel *your* Direct Debit Service and *you* will be required to immediately establish alternative payment arrangements.

10. CONFIDENTIALITY

10.1. *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.

10.2. *We* will only 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).

11. CONTACTING COUNCIL

If you wish to notify *us* in writing about anything relating to this agreement, you should write to:

Roxby Power

PO Box 124

ROXBY DOWNS SA 5725

or;

Email: roxby@roxbycouncil.com.au

We will notify *you* by sending a notice to the preferred postal address or email *you* have given us in the *Direct Debit Request.* Any notice will be deemed to have been received on the second *banking day* after sending.