



Direct Debit Agreement

This Agreement, together with the Direct Debit Request, sets out the terms of the direct debit arrangement between South East Water Corporation, ABN 89 066 902 547 (**we / us / our**) and you, as our customer, (**you / your**).

1. Capitalised Terms

- 1.1. In this Agreement, words in the Dictionary will start with a capital letter. For example, in the statement, "We will process the Debit Payment" the term "Debit Payment" is capitalised to indicate that it is defined in the Dictionary. *You* can find the Dictionary at the bottom of this Agreement.

2. Debiting Your Account

- 2.1. By submitting a Direct Debit Request, *you* have authorised *us* to arrange for funds to be debited from *your* Account to pay your South East Water bill. The Direct Debit Request and this Agreement set out the terms of the direct debit arrangement between *us* and *you*.
- 2.2. We will still send a quarterly bill for your reference.
- 2.3. We will only arrange for funds to be debited from your Account as authorised in the Direct Debit Request.
- 2.4. The Debit Payment will be processed on the relevant Debit Day. We will not alter the frequency of debit payments without first consulting you and seeking prior approval.
- 2.5. In the event that a Debit Payment is due on a day which is not a Banking Day, we will process the Debit Payment on the next Banking Day.

3. Amendments and changes by Us

- 3.1. We may amend or update this Agreement from time to time by giving *you* at least 30 days' notice to the preferred email or postal address *you* have given *us* in the Direct Debit Request. *You* may cancel *your* Direct Debit Request if you do not agree to the amendments or updates *we* may make from time to time (see below for information about how to cancel *your* Direct Debit Request).
- 3.2. *We* reserve the right to cease offering direct debit payments at any time by giving *you* at least 30 days' prior notice to the preferred email or postal address *you* have given *us* in the Direct Debit Request.
- 3.3. In the event *we* cease to trade, all payment plans will be cancelled immediately and both *you* and *your* financial institution will be notified.



4. How to cancel or change Your Direct Debit Request

4.1. You can:

- a) cancel or suspend the Direct Debit Request; or
- b) change, stop, or defer an individual Direct Debit Payment,
at any time by giving *us* at least 7 days' notice. To do so, *you* can telephone *us* on 131 851 or log in to my.SouthEastWater.com.au

4.2. *You* may also contact *your* own financial institution which must act promptly on *your instructions* to change or cancel this direct debit arrangement.

4.3. If *you* want to cancel or defer a payment, *we* request that *you* contact *us*, as the first point of contact, prior to notifying *your* financial institution.

5. Your obligations

5.1. It is your obligation to provide *us* with accurate Account details. *You* should:

- a) check that the Account details that *you* have provided to *us* are correct by checking them against a recent Account statement issued by *your* Financial Institution;
- b) check with *your* Financial Institution if *you* have any questions about how to complete the Direct Debit Request.

5.2. Additionally, where the Account *you* want *us* to take the Debit Payments from is a Bank Account, *you* should check with *your* Financial Institution:

- a) that direct debits are available from the Bank Account you wish to use for the Debit Payments (as direct debits are not available on all bank accounts);
- b) if you are unsure about your Bank Account type or other information, such as account number or what a 'BSB' number is.

5.3. You must advise *us* if the nominated Account is transferred or closed or if *your* details have changed. *You* can do this by following the steps above (see clause 4 above).

5.4. It is your responsibility to ensure that:

- a) sufficient clear funds are available in your Bank Account to allow a Debit Payment to me made in accordance with the Direct Debit Request; or
- b) there is sufficient credit available on your Credit Card to allow a Debit Payment to me made in accordance with the Direct Debit Request.

5.5. If there are insufficient clear funds / insufficient available credit 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 as a result 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 / sufficient available credit to be in *your* Account by an agreed time so that we can process the Debit Payment.
- 5.6. We reserve the right to cancel any direct debit request in the event of two or more consecutive Debit Payments failing because of a lack of insufficient clear funds.
- 5.7. You should check *your* Account statement to verify that the amounts debited from *your* Account are correct.
- 5.8. If the amount remains unpaid, we may list the debt with a credit reporting agency, which could affect *your* credit rating.

6. Disputes

- 6.1. If *you* believe that there has been an error in debiting or charging *your* Account, *you* should notify *us* directly by telephoning *us* on 131 851. Alternatively, *you* can contact *your* Financial Institution. However, we request that *you* contact *us*, as the first point of contact, prior to contacting *your* financial institution.
- 6.2. We will investigate *your* claim that *your* Account has been incorrectly debited or charged and, in the event that an error has been made by *us*, we will issue a refund equal to the disputed amount. This refund will be paid in directly to *your* Account. Where relevant, we will credit your next bill with an amount equal to any interest and charges incurred by *you* as a result of *our* error.
- 6.3. If, as a result of *our* investigation, we conclude that *your* Account has not been incorrectly debited or charged, we will respond to *your* query, in writing, and provide *you* with *Our* reasons and any evidence for this finding.
- 6.4. We will, on request from *your* financial institution, provide information in connection with a claim made on it relating to an alleged incorrect or wrongful debit.

7. Confidentiality

- 7.1. We will keep *your* personal details confidential. We will make reasonable efforts to keep any such information that we have about *you* secure and to ensure that it is used only by *our* direct debit officers for *your* Debit Payments, or in accordance with this Agreement, or as required by law.
- 7.2. We will handle all personal information we receive from *you* in accordance with *our* privacy charter. Visit southeastwater.com.au/privacy
- 7.3. The terms of the customer charter, or any other express agreement between *you* and *us*, apply to the services we provide to *you*, except to the extent that those terms are inconsistent with this Agreement



8. Contacting each other

- 8.1. If *you* wish to notify *us* in writing about anything relating to this Agreement, *you* should write to *us* at support@sew.com.au or by post PO Box 2268., Seaford, Victoria, 3198, and mark your correspondence to the attention of the Direct Debit Team.
- 8.2. We will notify *you* by sending a notice to the preferred address or email *you* have given *us* in the Direct Debit Request.
- 8.3. Any notice will be deemed to have been received on the third Banking Day after sending.

9. Dictionary

In this Agreement:

Account	means either <i>your</i> Bank Account or <i>your</i> Credit Card
Agreement	means this Direct Debit Agreement between <i>you</i> and <i>us</i> .
Banking Day	means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.
Bank Account	means the account held at <i>your</i> Financial Institution from which we are authorised to arrange for funds to be debited.
Credit Card	means the Visa or Mastercard nominated by <i>you</i> from which we are authorised to arrange for funds to be charged.
Debit Day	means the day that payment by <i>you</i> to <i>us</i> is due, being either: a) the due date shown on <i>your</i> bill; or b) if <i>you</i> have entered in to a payment plan to pay <i>your</i> bill by instalments, the dates agreed between <i>you</i> and <i>us</i> ; or c) the Initial Debit Date
Debit Payment	means a particular transaction where a debit is made.
Direct Debit Request	means the written, verbal or online request between <i>us</i> and <i>you</i> to debit funds from <i>your</i> Account.
Financial Institution	means the financial institution at which <i>you</i> hold the Account You have authorised <i>us</i> to debit.
Initial Debit Date	means the date that is 14 days after <i>you</i> set up a Direct Debit Request with <i>us</i> and applies:



	<ol style="list-style-type: none">1. only in respect of the first Debit Payment payable by <i>you</i> in connection with this Direct Debit Request; and2. only where, at the time you submitted the Direct Debit Request, <i>you</i> had an amount due on <i>your</i> bill.
--	--