

ABN 67 269 241 237

Request for Smooth Payment Plan issued by Simply Energy (User ID 081287)

 An easy, safe and convenient way to pay your bill in regular instalments
 If you have any enquiries please call Simply Energy on 13 88 08

Smooth Payment Plan
A. Customer Details

Name of Customer(s)

Telephone (AH)

Telephone (BH)

Simply Energy Customer ID Number (if known)

Address of property for which your energy account will be automatically paid

POSTCODE

B. Customer's Automatic Payment Details

Complete either 1. or 2.

1. Payment from Credit Card
 Visa MasterCard

(Simply Energy does not accept AMEX or Diners)

Credit Card Number

Expiry Date:

Name on Credit Card (exactly as on card)

Signature of Card Holder

2. Payment from your Financial Institution:

Name of Financial Institution

Branch Name or Address (where account is held)

Name of Account Holder (exactly as on account)

BSB Number

Account Number

Direct Debit is not available on all accounts. If in doubt please check with your financial institution

C. Customer's Smooth Payment Plan Details
Energy to which Smooth Payment Plan will apply

If you select a Smooth Payment Plan for both gas and electricity, separate Smooth Payment Plans will apply.

Please call us on 13 88 08 to agree an appropriate instalment amount for each of your accounts. To save you time, please have ready your highest electricity and/or gas bill(s) in the last 12 months.

Electricity

Preferred frequency of Smooth Payment Plan instalment payments

Fortnightly*
 Preferred date for commencing fortnightly payment cycle (payments will occur every two weeks from this date)

Date

OR
Monthly*
 Preferred day for monthly payment

Day of each month

Electricity Instalment Amount

as agreed with consultant on phone

Term of Plan

month(s)

No. of Instalments

Gas

Preferred frequency of Smooth Payment Plan instalment payments

Fortnightly*
 Preferred date for commencing fortnightly payment cycle (payments will occur every two weeks from this date)

Date

OR
Monthly*
 Preferred day for monthly payment

Day of each month

Gas Instalment Amount

as agreed with consultant on phone

Term of Plan

month(s)

No. of Instalments

*Note: Smooth Payment Plan payments cannot commence before you have been transferred to us. We will notify you of the actual start date for your instalment payments.

D. Customer's Acknowledgement and Acceptance

If you choose to make payments towards your bills by a Smooth Payment Plan:

- you agree that Simply Energy's Smooth Payment Plan Conditions will apply to you. You acknowledge reading the Smooth Payment Plan Conditions and agree to its items;
- you agree that the instalments will be for the instalment amount(s) agreed, as set out in section C of this Form, and will take place every fortnight or month (as nominated by you);
- you agree that the instalment amount(s) in section C of this Form has/have been determined in accordance with condition 3 of the Smooth Payment Plan Conditions and is/are subject to change with your agreement; and
- where necessary you authorise and request Simply Energy (User ID 081287) to arrange for the relevant instalments to be debited through the Bulk Electronic Clearing System from the nominated financial institution account to pay your Simply Energy account.

Signature

SIGNATURE

Name

PRINT FULL NAME

Date

D	D	M	M	Y	Y
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Signature

SIGNATURE

Name

PRINT FULL NAME

Date

D	D	M	M	Y	Y
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If your bank, credit union or building society account is in joint names, both signatures may be required.

E. Completion of Form

When you have completed sections A, B, C and D, please enclose a copy of your bill(s) with your application and return to:

Simply Energy
P.O. Box 210
BALWYN VIC 3103

**or fax to:
13 88 58**

If you have any enquiries please call Simply Energy on **13 88 08**.

Smooth Payment Plan Conditions

These Smooth Payment Plan Conditions apply to you, and form part of your Energy Contract with us, if you agree to make payments towards your bills by instalment amounts (“Smooth Payment Plan”).

1. Eligibility

You will not be eligible for a Smooth Payment Plan if you have an outstanding account balance.

2. Term

2.1 Your Smooth Payment Plan has an initial term of 12 months.

2.2 At the end of 12 months, any outstanding balance is adjusted and incorporated into your Smooth Payment Plan for the next 12 months, unless you advise us otherwise.

3. Instalments

3.1 To determine your instalment amount, we will consider your previous energy usage and billing history. Where this information is not available, we will determine your instalment amount in accordance with the Energy Retail Code.

3.2 We will monitor the progress of your instalment amount at least every 6 months. Where there is a difference of greater than 10% between the current instalment amount and any re-estimate we make, we will re-set the instalment amount. If you do not agree to the re-set instalment amount, we will cancel the Smooth Payment Plan (in which case condition 7.6 below will apply).

4. Bills and Payment

4.1 You will continue to receive bills according to your normal billing period. However, for the purposes of your bills and Energy Contract, the ‘pay-by date’ is the date on which the agreed instalment amount is due, as nominated by you (that is, monthly or fortnightly).

4.2 You must make your instalment payments by the pay-by date. If your instalment payment falls due on a Saturday, Sunday or public holiday, you must make the payment the next business day.

4.3 Each instalment payment by Automatic Payment will occur automatically on the monthly or fortnightly (as applicable) date nominated by you.

4.4 It is your responsibility to ensure there are sufficient clear funds or credit in the nominated account to meet the instalment payment by the due date.

4.5 Where you consider that an Automatic Payment instalment has been initiated incorrectly, you should contact Simply Energy on 13 88 08. If you are not happy with our response you can address a formal complaint with the envelope marked ‘Notice of Complaint’ to Simply Energy, P.O. Box 210, Balwyn VIC 3103. If you are not satisfied with our reply, you should contact your financial institution or credit card providers who will investigate.

5. Rights and Responsibilities

It is your responsibility to:

(a) advise us as soon as possible if your nominated account is transferred or closed or the account details change, and for credit cards, advise us of any reduction in the credit limit, changes to the card details (including expiry dates) or suspension or cancellation of your card;

(b) in respect of direct debit only, ensure that all account holders of the nominated financial institution account (in the case of joint accounts), sign the Smooth Payment Plan form; and

(c) check the amounts applied to your account statement provided by your financial institution or credit card provider. If:

(i) there are insufficient clear funds or credit in your nominated account; or

(ii) you gave us incorrect account details,

you may be charged a fee by your financial institution or credit card providers due to the failed or incorrect payment. We also may charge you fees for this (including to reimburse our costs). You must still arrange for the payment to be made to us.

6. Changing the Smooth Payment Plan

6.1 We may change the terms of the Smooth Payment Plan Conditions at any time but will give you at least 14 days notice before we do so.

6.2 We will not change the instalment amount and frequency of the Smooth Payment Plan without your agreement.

6.3 The Smooth Payment Plan is subject to change by your financial institution or credit card provider and Simply Energy’s financial institution.

7. Cancellation of Smooth Payment Plan

By You

7.1 You may alter, defer or cancel at any time the Smooth Payment Plan by writing to us at P.O. Box 210, Balwyn VIC 3103 or contacting us on 13 88 08. We will need at least 7 working days notice before the due date of a payment to:

(a) stop or defer the Smooth Payment Plan;

(b) suspend future instalment payments under the Smooth Payment Plan;

(c) alter any details on the Form authorising the Smooth Payment Plan; or

(d) cancel the Smooth Payment Plan completely.

7.2 You may cancel the Smooth Payment Plan through us, your financial institution or credit card provider.

If you cancel the Smooth Payment Plan:

- (a) through us, we must accept your notification and must also use best endeavours to notify your financial institution as soon as practicable after the cancellation; or
- (b) through your financial institution or credit card provider, you must use best endeavours to notify us as soon as practicable after the cancellation.

By Us

- 7.3 We may cancel your Smooth Payment Plan at any time, including if you do not make a payment by the pay-by date and fail to pay this amount by a further date notified by us to you.
- 7.4 We may also cancel the Smooth Payment Plan if two consecutive instalment payments are dishonoured by your financial institution or credit card provider. We will notify you and your financial institution or credit card provider of such cancellation.
- 7.5 If a last resort event occurs in respect of which:
 - (a) our retail licence is suspended or revoked; or
 - (b) our right to acquire electricity from the wholesale electricity market is suspended or terminated,

we will immediately cancel the Smooth Payment Plan and notify you, and your financial institution or credit card provider if you pay by Automatic Payment, of the cancellation.

Cancellation by you or us

- 7.6 Where you or we cancel the Smooth Payment Plan, from the date of your last bill:
 - (a) any amount by which your account with us is in credit will be automatically applied to your subsequent bills until the credit is entirely used;
 - (b) any amount by which your account with us is in arrears becomes due and payable and must be paid to us on a date notified to you (which is the relevant pay-by date); and
 - (c) your future bills will be payable according to the standard billing period set out in the schedule. You must pay your bills by this date.

8. Information

- 8.1 We will keep information relating to your nominated financial institution or credit card account confidential, except where permitted by law or required for conducting direct debits or processing credit card payments with your financial institution or credit card provider, and for a related query, dispute or claim.
- 8.2 We will take reasonable steps to protect personal information held by us against loss or against access, use, modification or disclosure that is unauthorised.

9. General

We may require that your instructions to stop or in any way alter the Smooth Payment Plan are given to us in writing or electronic form.