

Direct Debit Request (DDR) Service Agreement

This document sets out the terms and conditions of the Agreement between Power Retail Corporation (trading as Jacana Energy) of the Northern Territory (Debit User ID 481880) ("the Debit User") and the person or persons ("the Customer") who complete(s) and provide(s) to the Debit User a Direct Debit Request ("DDR") in a form satisfactory to the Debit User to facilitate the direct debit by the Debit User of the Customer's nominated account in accordance with the DDR through the Bulk Electronic Clearing System (CS2) ("BECS"). The Agreement is entered into by the Debit User's acceptance of the Customer's DDR, which acceptance is indicated by the Debit User's first debit of the Customer's nominated account in accordance with the DDR.

Terms of Agreement

1. This document contains the initial terms of the Agreement, which are subject to the arrangement as specified in the DDR. The Debit User may change the terms of the agreement, vary the terms of the debit arrangement as outlined in the DDR or cancel the arrangement and terminate the Agreement, by providing 14 days notice to the Customer.
2. By completing and providing the DDR to the Debit User the Customer authorises the Debit User to make drawings on the Customer's nominated account in accordance with the drawing schedule set out in the DDR.
3. The Customer must ensure that the account nominated in the DDR is capable of accepting direct debits. Direct debiting may not be available on all types of accounts conducted by the Customer with its financial institution (called the Ledger FI). The Customer is advised to check account details against a recent statement from the Ledger FI, and if uncertain, the Customer must check with the Ledger FI before completing the DDR.
4. If the Customer wishes to alter, suspend or cancel the direct debit arrangement, it must give the Debit User at least 14 days' notice in a form approved by the Debit User, before such changes will be effected. The Customer must make other arrangements to pay the amount due if it cancels or suspends the direct debit arrangement.
5. If the Customer disputes a debit the following dispute resolution process will apply:
 - The Customer must first approach the Debit User to seek to resolve the disputed debt.
 - All approaches to the Debit User will be made in writing to the address nominated in Clause 12 of the Agreement.
 - The Debit User will attempt to resolve the dispute directly with the Customer.
 - If the Customer is not satisfied that the dispute has been resolved by the Debit User the Customer may lodge a claim with the Customer's Ledger FI.
6. If a due date for a debit in accordance with the drawing schedule set out in the DDR is not a business day, the Debit User will make the debit on the last business day before the due date. If the Customer is uncertain as to when the debit will be processed to the Customer's account, the Customer should make enquiries directly with the Customer's Ledger FI.
7. The Customer must ensure that on the due date, or on the date determined by Clause 6 where applicable, the nominated account contains sufficient funds to enable the debit to be made.
8. If any debit is dishonored the Debit User may cancel the direct debit arrangement and terminate the Agreement immediately by notice in writing to the Customer and may charge the Customer a dishonor fee equal to the total of all charges imposed on the Debit User by our financial institution in respect of the dishonor. Any such charge notified to the Customer by the Debit User shall be a debt due and payable by the Customer to the Debit User.
9. The Debit User will keep confidential any Customer account details contained in the DDR, and any information relating to the Customer's nominated account obtained in the course of the direct debit arrangement. Notwithstanding this, the Debit User may disclose such details and information to our financial institution for the purpose of making debits in accordance with the DDR and for the purpose of responding to a request for justification of a disputed debt pursuant to the dispute resolution procedure set out above at Clause 5.
10. The Customer must, in the first instance, direct all enquiries including stops or cancellations to the Debit User.
11. Any written notice pursuant to this Agreement must be forwarded to a party at the party's address specified in Clause 12 of the Agreement, or such other address as may be notified from time to time as the address for the service of notices for the purpose of the direct debit arrangement.
12. Address for notification: Jacana Energy, GPO Box 1785 Darwin NT 0801, customer@jacanaenergy.com.au.

Privacy information

The personal information requested is required to set up your Jacana Energy Direct Debit arrangement. Failure to provide the information will mean Jacana Energy is unable to complete your request. Your personal information will be handled in accordance with Jacana Energy's Privacy Policy or otherwise as required by law. You may access your personal information or obtain a copy of Jacana Energy's Privacy Policy by contacting Jacana Energy's Privacy Officer at privacy@jacanaenergy.com.au.