



SMOOTHPAY TERMS & CONDITIONS

The following terms and conditions apply to Customers using the SmoothPay (direct debit) payment option. The SmoothPay payment option is made available to Customers for the purpose of smoothing out the payments for their annual energy costs.

- 1 Empower may, at our discretion, periodically review a Customer's SmoothPay arrangements to ensure that the regular payment amounts being made closely match the annual energy costs of the Customer. Such a review may result in the regular payment amount being adjusted so that it better reflects the Customer's annual energy account cost.
- 2 If the SmoothPay payment amount is adjusted so that a Customer's regular payment better reflects the annual energy account costs, Empower will advise the Customer at least 10 calendar days prior to the new amount being taken from the Customer's bank account.
- 3 Customer credit balances built up in periods of low use are intended to cover payment shortfalls in periods of higher use. Credit balance refunds are not available while a Customer remains on the SmoothPay option.
- 4 Customers using SmoothPay are liable for all energy charges billed to them, irrespective of whether the regular payment amount paid through SmoothPay is sufficient to clear those charges in full.
- 5 Notwithstanding anything in the Customer's direct debit authority form to the contrary, Customers wishing to cancel a SmoothPay arrangement can do so up to 2 business days before the next regular payment amount is due to be deducted from their bank account. Otherwise, the cancellation will be effective from immediately after the next payment date.
- 6 If a Customer's payments are dishonoured or agreement cannot be reached on the amount and frequency of a Customer's SmoothPay payment, Empower may, at our discretion, either convert the Customer's SmoothPay arrangement to a variable amount direct debit or terminate all direct debiting for the Customer.
- 7 Customers that have any SmoothPay payment dishonoured are liable for all dishonour fees Empower set from time to time and for the repayment of any relevant prompt payment discount that might have been given in advance.
- 8 When a SmoothPay arrangement is cancelled for any reason, any outstanding debit balance must be paid in full within 14 days.
- 9 Empower's standard terms and conditions apply to the supply of energy that is paid for using SmoothPay.