

APPLICATION FOR SMOOTHPAY OR FOR VARIABLE DIRECT DEBIT

To complete this application you might need to refer to your bill.

- Please complete 'your energy account details', 'your payment options' and 'your bank account or credit card details' or alternatively attach a bank deposit slip, then post your completed application to us in the FreePost envelope provided.
- If you have any questions please call our Customer Service Team on **0800 34 00 00**.



YOUR ENERGY ACCOUNT DETAILS

- Please complete the details of the energy account/s you would like to pay by direct debit.

Energy Account Name/s *The name/s on your Empower bill.*

Name 1

> Title > First Name/s > Last Name

Name 2

> Title > First Name/s > Last Name

Supply Address

> Number > Street > Suburb > Town or City

Daytime Telephone Number

> Area Code > Number

- Please list the energy account/s that you would like to pay by direct debit. (For SmoothPay, one Direct Debit form per account number is required.)

Energy Account Number/s *Your account number is on your bill.*

Account Number 1

Account Number 3

Account Number 2

Account Number 4

YOUR PAYMENT OPTIONS

- Please select the type of direct debit you prefer.

Variable Each month the full amount of your bill is deducted from your account on the due date.

OR

SmoothPay On the starting date an amount agreed with Empower Limited is deducted from your account. Regular amounts thereafter are set according to the terms and conditions overleaf.

Frequency Weekly
 Fortnightly
 Monthly

Starting Date

Amount :

> Day > Month > Year

> Dollars > Cents

Amount in Words

AUTHORITY TO ACCEPT DIRECT DEBITS
 Not to operate as an assignment or agreement.

Authorisation Code

YOUR BANK ACCOUNT OR CREDIT CARD DETAILS

- Please enter the details of the bank account OR credit card from which you want to pay your Empower account.

BANK ACCOUNT DETAILS *(SmoothPay or Variable)*

Bank Account Name *The account name as it appears on your bank statement.*

Bank Account Details

> Bank > Branch > Account > Suffix

Bank Name

Bank Branch

CREDIT CARD DETAILS *(Variable – Full amount only)*

Card Holder's Name *The card holder's name as it appears on your credit card.*

Card Number

Expiry Date

> Month > Year

Credit Card Type *Please tick*

Visa American Express MasterCard

For office use only. **E M P O W E R L I M I T E D**

I/We authorise you, until further notice in writing, to debit my/our account/s with you all amounts which Empower Limited (hereinafter referred to as the Initiator), the registered Initiator of the above Authorisation Code, may initiate by direct debit. I/We acknowledge and accept that the Bank accepts this Authority only upon the conditions listed on the reverse of this application.

Signature/s Name 1

Name 2

Date

> Day > Month > Year

- When you've finished, please place your application into the FreePost envelope and post it to us at: PO Box 624, Wellington. If you have any questions, please call our Customer Service Team on **0800 34 00 00**.

FOR BANK USE ONLY

Approved	Date received	Received by	Checked by	Bank Stamp
0668				
01 05				

CONDITIONS OF THIS AUTHORITY TO ACCEPT DIRECT DEBITS

1 THE INITIATOR:

For Variable Direct Debit only

- a Will not initiate a direct debit on my/our account unless authorisation is received from me/us in accordance with the terms and conditions agreed between me/us and the Initiator of each amount to be debited from my/our account.
- b Has agreed to send notice of the net amount of each direct debit and the due date of debiting after receiving authorisation from me/us under clause 1 (a) but no later than the date the direct debit will be initiated. This notice must be provided either:
 - i in writing; or
 - ii by electronic mail where I/we have provided prior written consent to the Initiator

The notice will include the following message: "The amount \$..... was direct debited to your bank account on (initiating date)."

- c May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.

For SmoothPay only

- a Has agreed to give written advance notice to the Customer of the net amount of each Direct Debit and the due date of the debiting at least 10 calendar days (but not more than 2 calendar months) before the date when the Direct Debit will be initiated. This advance notice must be provided either:
 - i in writing; or
 - ii by electronic mail where the Customer has provided prior written consent to the Initiator

The advance notice will include the following message:- "Unless advice to the contrary is received from you by (date*), the amount of \$....., will be direct debited to your Bank account on (initiating date)."

** This date will be at least two (2) business days prior to the initiating date to allow for amendment of Direct Debits.*

- b May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.

2 THE CUSTOMER MAY:

- a At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank and to the Initiator.

- b Stop payment of any Direct Debit to be initiated under this Authority by the Initiator by giving written notice to the Bank prior to the Direct Debit being paid by the Bank.
- c Where a variation to the amount agreed between the Initiator and the Customer from time to time to be direct debited has been made without notice being given in terms of the applicable clause 1 (a) above, request the Bank to reverse or alter any such Direct Debit initiated by the Initiator by debiting the amount of the reversal or alteration of the Direct Debit back to the Initiator through the Initiator's Bank, PROVIDED such request is made not more than 120 days from the date when the Direct Debit was debited to my/our account.

3 THE CUSTOMER ACKNOWLEDGES THAT:

- a This Authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this Authority until actual notice of such event is received by the Bank.
- b In any event this Authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
- c Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this Authority. Any other disputes lie between me/us and the Initiator.
- d Where the Bank has used reasonable care and skill in acting in accordance with this Authority, the Bank accepts no responsibility or liability in respect of:
 - i the accuracy of information about Direct Debits on Bank statements,
 - ii any variations between notices given by the Initiator and the amounts of Direct Debits.
- e The Bank is not responsible for, or under any liability in respect of, the Initiator's failure to give written advance notice correctly nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.

4 THE BANK MAY:

- a In its absolute discretion conclusively determine the order of priority payment by it of any monies pursuant to this or any other Authority, cheque or draft properly executed by me/us and given to or drawn on the Bank.
- b At any time terminate this Authority as to future payments by notice in writing to me/us.
- c Charge its current fees for this service in force from time to time.

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.