



## **Elgas Direct Debit Service Agreement**

This Service Agreement, Direct Debit (Handy Pay) application, Budget Billing and Easy Payment Plan establish the terms and conditions of your Direct Debit Agreement.

1. If you are applying for Direct Debit with payments from a bank account, an account with a credit union, or from a credit card, then you authorise your financial institution and Elgas (User ID 012467) to charge all amounts payable in relation to your Elgas account to the nominated account or the credit card.
2. By selecting:
  - 2.1. Direct Debit Weekly, you authorise us to debit the balance due in your Elgas account every week starting from the advised date;
  - 2.2. Direct Debit Fortnightly, you authorise us to debit the balance due in your Elgas account every fortnight starting from the advised date;
  - 2.3. Direct Debit Monthly, you authorise us to debit the balance due in your Elgas account every month starting from the advised date;
3. Please ensure that your Financial Institution can support Direct Debit on your nominated account(s). We require your Financial Institution's BSB number and Account number as shown on your statement. For credit cards, we'll need card type, card number and the cardholder's name. We will validate your credit card details with your card provider prior to the commencement of your Direct Debit facility.
4. Should your Financial Institution, Branch, Account number or credit card details change, please let us know at least 3 business days prior to when your Direct Debit Payment falls due. Failure to do so may result in payment dishonour; and a dishonour fee may apply.
5. You must ensure that you have sufficient funds in your account or credit card to honour the payment. If there are insufficient funds, a dishonour fee may apply. This may also affect the continued supply of product.
6. If you have a dispute regarding your Direct Debit arrangement or want to alter or cancel this arrangement, or want to dispute, stop or defer a specific Direct Debit payment, please contact us at least 3 business days prior to when your Direct Debit payment falls due. If you do not contact us, the payment will be made from your account. You may raise a dispute in relation to the payment once it is paid. However, you may not have access to those funds during the resolution of the dispute.
7. If the due date of your Direct Debit Payment falls on a Public Holiday or a non-business day then the Direct Debit will take place by the next business day.
8. We may cancel this Direct Debit arrangement at any time. This may occur, for example, in the instance of dishonoured or rejected payments, or if we reasonably consider that fraudulent information has been provided in relation to your Direct Debit arrangement. In such an event you will be notified and an alternative method of payment will then need to be arranged.
9. The personal information requested is required to set up your Direct Debit arrangement. Failure to provide the information will mean Elgas is unable to complete your request. Your personal

information will be handled in accordance with our Privacy Policy or otherwise as required by law. A copy of our privacy policy can be found on our website [www.elgas.com.au](http://www.elgas.com.au)

10. We may change any of the terms of this agreement;
  - 10.1. If the change will benefit you or is of neutral impact on you, we can make the change immediately and are not required to notify you.
  - 10.2. If the change is required by law, or it is necessary for security reasons, to prevent fraud or for technical reasons (these are called "urgent changes"), we can make this change as soon as possible, but we will try to give you 3 days prior notice of the change. Sometimes, due to the nature of the change, we may not be able to give you 3 days prior notice but we will give you as much notice as we reasonably can.
  - 10.3. If we reasonably consider that the change will have a major negative impact on the majority of our customers using this payment arrangement, and the change is not an urgent change as described above, we will give you at least 30 days prior notice of the change.
  - 10.4. If we reasonably consider that the change will not have a major negative impact on the majority of our customers using this payment arrangement, and the change is not an urgent change as described above, we will give you at least 14 days prior notice of the change.
  
11. All correspondence relating to this Direct Debit arrangement will be forwarded to the address of the Elgas account holder. Information you provide to us will be dealt with in accordance with applicable laws and the Elgas Privacy Policy as amended from time to time. Elgas may use and/or disclose your information to your Financial Institution in order to process payments and to investigate any possible incorrect payment.