Direct Debit Request Service Agreement

This is your Direct Debit Service Agreement with Ergon Energy Queensland Pty Ltd trading as Ergon Energy Retail, User ID 066228, and ABN 11121177802. It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider.

Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

1. By signing a Direct Debit Request or by providing us with a valid instruction, you have authorised us to arrange for funds to be debited from your account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between us and you.

2. We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request.

3. If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

4. We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least fourteen (14) days written notice.

5. You may change*, stop or defer a debit payment, or terminate (cancel) this agreement at any time by providing us with at least three business days notification by writing to:
Ergon Energy Retail
Reply Paid 308
Rockhampton QLD 4700

or by telephoning us on 13 10 46 7am-6.30pm, Mon to Fri;

or arranging it through your own financial institution, which is required to act promptly on your instructions.

*Note: in relation to the above reference to ‘change’, your financial institution may change your debit payment only to the extent of advising us Ergon Energy Retail of your new account details.

6. It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the Direct Debit Request.

7. If there are insufficient clear funds in your account to meet a debit payment:
   a) you may be charged a fee and/or interest by your financial institution;
   b) you may also incur fees or charges imposed or incurred by us; and
   c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.

8. You should check your account statement to verify that the amounts debited from your account are correct.

9. If you believe there has been an error in debiting your account, you should notify us directly on 13 10 46 7am-6.30pm, Mon to Fri and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up directly with your financial institution.

10. If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
11. If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding in writing.

You should check:
   a) with your financial institution whether direct debiting is available from your account as direct debiting is not available through BECS on all accounts offered by financial institutions.
   b) your account details which you have provided to us are correct by checking them against a recent account statement; and
   c) with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

12. We will keep any information (including your account details) in your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

13. We will only disclose information that we have about you:
   a) to the extent specifically required by law; or
   b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

14. If you wish to notify us in writing about anything relating to this agreement, you should write to:
   Ergon Energy Retail
   Reply Paid 308
   Rockhampton QLD 4700

15. We may send notices either electronically to your email address or by ordinary post to the address you have given us.

16. Any notice will be deemed to have been received on the third banking day after emailing or posting.

Privacy Notice
Ergon Energy Retail is collecting your personal information on this form for the purpose of processing your direct debit application. Ergon Energy Retail usually discloses this information to your financial institution. Your records and account details may also need to be provided to your financial institution in connection with a claim made on it relating to an alleged or wrongful debt. Your personal information will not be disclosed to any other third parties without your consent unless authorised or required by law. If you do not provide all the required information we may not be able to set up a direct debit for you. If you wish to obtain access to your records or make a privacy complaint you may contact the Privacy Officer on 13 10 46 or privacy@ergon.com.au. Please also refer to the Privacy & Security Statement at ergon.com.au.