



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**
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 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 by Ergon Energy Retail to any other third party, 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. Your information will be dealt with by Ergon Energy Retail in accordance with our Privacy Statement. Our Privacy Statement sets out how you may access and seek correction of your personal information or make a privacy related complaint. Our Privacy Statement and contact details are available on our website

