

## Direct Debit Terms and Conditions

The following is your Direct Debit Service Agreement with Elysian Energy Pty Ltd ABN 85 617 526 333 ("Elysian Energy"). The agreement is designed to explain 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.

We recommend you keep this agreement in a safe place 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 form.

### Definitions

- **account** means the account held at *your financial institution* from which we are authorised to arrange for funds to be debited.
- **agreement** means this Direct Debit Request Service Agreement between *you and us*.
- **banking day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.
- **debit day** means the day that payment by *you to us* is due.
- **debit payment** means a particular transaction where a debit is made.
- **direct debit request** means the Direct Debit Request between *us and you*.
- **us or we** means Elysian Energy, (the Debit User) *you* have authorised by signing a *direct debit request*.
- **you** means the customer who signed the *Direct Debit Request*.
- **your financial institution** means the financial institution nominated by *you* on the DDR at which the *account* is maintained.

### 1. Debiting your account

By signing a *Direct Debit Request*, 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*.

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

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*.

### 2. Amendments by us

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.

### 3. Amendments by you

*You* may change, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen (14) **days'** notification by writing to: PO Box 3122 Newstead QLD 4006 **or** by telephoning us on 1300 671 799 during business hours **or** arranging it through your own financial institution.

### 4. Your obligations

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**.

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*.

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

### 5. Dispute

If you believe that there has been an error in debiting *your account*, *you* should notify us directly on 1300 671 799 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 with your financial institution direct.

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.

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.

### 6. Accounts

You should check:

- (a) with *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available 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*.

### 7. Confidentiality

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.

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).

### 8. Notice

If you wish to notify *us* in writing about anything relating to this *agreement*, you should *write* PO Box 3122 Newstead QLD 4006

We will notify *you* by sending a notice in the ordinary post to the address you have given *us* in the *Direct Debit Request*.

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