# **EsyPay Direct Debit Agreement**

By setting up with Energy Intelligence EsyPay Direct Debit, payment of your invoice is taken care of automatically. You don't need to worry about visiting the post office or remembering when payments are due. On the day your account is due, our bank will simply electronically transfer the amount owing from your nominated bank or financial institution.



Please return the form: EMAIL support@energyintel.com.au FAX 03 8610 2046

1. CUSTOMER DETAILS	
Title Mr Mrs Miss Ms Other	Position
Given Name (s)	
Business Name	
Business Phone	
Trading As	
Email	
2. ENERGY INTELLIGENCE ACCOUNT NUMBER	* Found on the top right of your bill
Account Number	
You request and authorise Energy Intelligence to arrange, through its own financial institution, a debit to your nominated account any amount Energy Intelligence has deemed payable by you. Debit will be made as per the date on your invoice, usually thirteen days after the invoice is issued. Please ensure that you have sufficient funds in your account to allow the debit payment to be made.  This debit will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.	
3. PAYMENT OPTIONS	
Name on Account / Card: (exactly as on account)	
Please complete Option A or Option B	
Option A – Payment from your Financial Institution	Option B – Payment from your Credit Card
Bank / Financial Institution name	
BSB Number	Credit Card Number
Accounts Number	Expiry Date /
4. DECLARATION	
By signing below, you have understood and agreed to the terms and conditions governing the debit arrangements between you and Energy Intelligence as set out in this Request and in your Direct Debit Request Service Agreement.	
Print Name (s)	
Position	
I /We have read and understood the Terms and Conditions on page two	
Primary Signatory	/ / /
Secondary Signatory	

NOTE: Direct Debit request may take up to 3 business days to process

## **EsyPay Direct Debit Terms & Agreement**

## For assistance completing this form, contact

### Energy Intelligence on 1300 277 233 Mon to Fri between 9am to 5pm



This is your EsyPay Direct Debit Agreement with Energy Intelligence. 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.

#### **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 EsyPay Direct Debit Agreement between you and

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 Energy Intelligence, (the Debit User) you have authorised by requesting a Direct Debit Request.

 $\it You \ means \ the \ customer \ who \ has \ signed \ or \ authorised \ by \ other \ means \ the \ Direct \ Debit \ Request.$ 

Your financial institution means the financial institution nominated by you on the DDR at which the account is maintained.

#### 1) Debiting your account

- 1.1) 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.
- 1.2) We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request or we will only arrange for funds to be debited from your account if we have sent to you a billing advice which specifies the amount payable by you to us and when it is due.
- 1.3) 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.

#### 2) Amendments by us

2.1) 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

3.1) You may change\*, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen (14 days) notification by contacting us (our contact details are in the footer of this document) 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 (Energy Intelligence) of your new account details.

### 4) Your obligations

- 4.1) 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.
- 4.2) 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.
- 4.3) You should check your account statement to verify that the amounts debited from your account are correct.

#### 5) Dispute

- 5.1) If you believe that there has been an error in debiting your account, you should notify us directly (our contact details are in the footer of this document) and confirm as soon as possible so that we can resolve your query more quickly. Alternatively, you can take it up directly with your financial institution.
- 5.2) 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 of the amount by which your account has been adjusted.
- 5.3) 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.

#### 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

- 7.1) 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.
- 7.2) We will only disclose information that we have aboutyou:
- (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

- 8.1) If you wish to notify us in writing about anything relating to this agreement, you should write to us via email, our postal address or fax these details are in the footer of this document.
- 8.2) We will notify you by sending a notice via email or, if no email details are available, ordinary post to the contact details we have recorded for you in our records.
- 8.3) Any notice will be deemed to have been received immediately (via email) or on the third banking day (via ordinary post) afterissue.