



Ampol Energy Direct Debit Request Service Agreement

Effective 05 September 2022

Our Details

Ampol Energy (Retail) Pty Ltd ABN 21 652 913 347

Call us: 13 14 04

Write to us: PO Box 568, East Melbourne, VIC 8002

Find out more: ampolenergy.com.au



Direct Debit Request Service Agreement

This agreement ("Direct Debit Request Service Agreement") and the Direct Debit Request outline the terms and conditions of the direct debit arrangement ("Direct Debit Arrangement") between you and us.

1. Direct Debit Arrangement

- (a) By agreeing to the Direct Debit Request, either in writing, verbally or online, you authorise and request us to arrange for funds to be debited from your Nominated Account, Credit Card or Debit Card, through BECS, for the amount(s) and on the due date as specified in a bill that we issue to you in accordance with the Existing Agreement. The frequency of direct debits will align with your billing cycle, which will be on a monthly basis for smart meters or quarterly basis for basic meters. The initial direct debit will occur on the due date of the next bill we issue you following your entry into this Direct Debit Request.
- (b) If any Debit Payment falls due on a day that is not a Business Day, it will be debited on or within three days following the scheduled Debit Payment date. If you are uncertain as to when a Debit Payment will be processed, you can check with Your Financial Institution.
- (c) We may cancel the Direct Debit arrangement if two or more Debit Payments are returned unpaid or are dishonored.

2. Changes to the Direct Debit Arrangement

- (a) If you wish to make any Change to the Direct Debit Arrangement, please contact us at least 14 days prior to the next scheduled Debit Payment date by calling us on 13 14 04 or emailing us at customerservice@ampolenergy.com.au.
- (b) You may also contact Your Financial Institution to make a Change. If you make a Change by contacting Your Financial Institution, then you must notify us of that Change as soon as practicable after it is made.
- (c) For the purpose of this agreement, a "Change" means any of the following:
 - i. alteration, deferment or stopping of an individual debit payment;
 - ii. suspension of the Direct Debit Request; or
 - iii. cancellation of the Direct Debit Request completely.
- (d) If you request we cease to rely on this Direct Debit Request, we will:
 - i. no longer rely on your direct debit authority; and
 - ii. terminate this Direct Debit Request upon your request.
- (e) If you terminate this Direct Debit Request, you will need to arrange for an alternative payment method.

3. Your Obligations

- (a) It is your responsibility to:
 - i. before completing the Direct Debit Request, check the account details of your Nominated Account against a recent statement from Your Financial Institution to ensure those details are correct (and if you are still uncertain, then check those details with Your Financial Institution);
 - ii. ensure that the Nominated Account can accept direct debits. This is important because direct debit, through BECS, is not available through all accounts. Your Financial Institution can confirm this for you;
 - iii. ensure that the Nominated Account has sufficient clear funds on the Debit Payment date to allow payment to be made on the due date in accordance with the Direct Debit Request;
 - iv. ensure that your nominated Credit Card or Debit Card is current and valid and the card details, including the cardholder's name, are accurate.
- (b) You should check your Nominated Account Statement to verify that the amounts debited from it are correct.
- (c) You must advise us immediately:
 - i. in respect of the Nominated Account, if the Nominated Account is transferred or closed or if the Nominated Account Details change;
 - ii. in respect of your nominated Credit Card or Debit Card, of any changes to the card details, suspension or cancellation of the card.
- (d) If any Debit Payment is dishonored or returned unpaid by Your Financial Institution (for example, if there are insufficient clear funds in the Nominated Account), we may, at our discretion, reprocess the transaction following receipt of the notification of the issue, or request an alternative form of payment from you. You must reimburse us for any transaction fees or other reasonable costs incurred by us in respect of the returned or dishonored Debit Payment.
- (e) If there are insufficient clear funds in your Nominated Account or insufficient balance on your Credit Card or Debit Card to process a Debit Payment:
 - i. you may also be charged a fee and/or interest by your Financial Institution; and
 - ii. you must arrange for the Debit Payment to be made by another method or arrange for sufficient clear funds to be in your Nominated Account, Credit Card or Debit Card by an agreed time so that we can process the Debit Payment.

4. Enquiries And Claims

- (a) If you have any queries or claims regarding the Direct Debit Arrangement, including if you believe that a Debit Payment has been initiated incorrectly, please direct them to us in the first instance by calling us on 13 14 04 or by emailing us at customerservice@ampolenergy.com.au. You can also direct your queries or claims to Your Financial Institution.
- (b) Our customer service representatives may contact you to discuss your claim.
- (c) If, as a result of our investigations, we conclude that there:
 - i. has been an error in debiting your Nominated Account, Credit Card or Debit Card, we will arrange for Your Financial Institution to adjust your Nominated Account, Credit Card or Debit Card balance (including any interest and charges) accordingly, to rectify the error. We will notify you of the adjustment amount; or
 - ii. has been no error in debiting your Nominated Account, Credit Card or Debit Card, we will advise you accordingly and provide you with reasons and any evidence of this finding.
- (d) We may request you to state your claim in writing and provide supporting documents in order for us to properly assess your claim.

5. Privacy

We will handle all your personal information provided to us in the Debit Request, as well as any updated details, in accordance with the requirements of the Privacy Act 1988 (Cth) and our Privacy Policy, which can be found [here](#). We will keep it confidential, except that we may disclose such information:

- (a) to the extent required by law;
- (b) for the purposes of this agreement. In particular:
 - i. we will provide the details of the Nominated Account to our financial institution, to facilitate the making of Debit Payments to the Nominated Account, Credit Card or Debit Card; and
 - ii. we may provide your personal information to third parties who provide financial, legal or administrative services to us, with such disclosure always on a confidential basis; and
 - iii. we may provide your personal information to our financial institution if they require us to do so in connection with a claim made on it relating to an alleged incorrect or wrongful debit.

6. Variations of Terms

We will give you at least 14 days' notice of any change to the terms of the Direct Debit Arrangement.

7. Notice

- (a) If you wish to notify us in writing about anything in this agreement, you can write to us on the following address: customerservice@ampolenergy.com.au.
- (b) We may send notices to you either electronically to your email address or by ordinary post to the address you have given to us.
- (c) If sent by post, communications are taken to be received on the second Business Day after sending.

8. General

To the extent that there is any inconsistency between this agreement and the terms and conditions of any Existing Agreement between you and us, the terms of the Existing Agreement will prevail.

This agreement is governed by the laws of the State in which the Direct Debit Request is executed. The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction in that State.

9. Definitions

In this document, the following definitions apply unless otherwise specified:

BECS means Bulk Electronic Clearing System.

Business Day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

Credit Card means the credit card that is identified in the Direct Debit Request as the credit card to be debited.

Direct Debit Arrangement means the arrangement as specified in this agreement.

Debit Card means the debit card that is identified in the Direct Debit Request as the debit card to be debited.

Direct Debit Request means the written, verbal or online request between us and you to debit funds from your Nominated Account.

Debit Payment means a particular transaction where a debit is made.

Existing Agreement means an agreement entered into between you and us for the sale of energy and any associated goods and services to you.

Nominated Account means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

We or us means Ampol Energy (Retail) Pty Ltd ABN 21 652 913 347 (User Identification No. 629700).

You means the signatory to the Direct Debit Request.

Your Financial Institution means the financial institution nominated by you on the Direct Debit Request at which the Nominated Account, Credit Card or Debit Card is maintained.