



### **Elgas Automatic Card Billing Authorisation Terms & Conditions**

1. By requesting for automatic card billing, you authorise your financial institution and Elgas to charge all amounts payable in relation to your Elgas account to the nominated credit card.
2. By selecting “Monthly” cycle, you authorise Elgas to debit the balance due in your Elgas account on 20<sup>th</sup> of every month or later.
3. Elgas will provide you a notification of the amount that will be recovered from your Credit Card prior to each scheduled transaction date.
4. We’ll require your card type, card number and the cardholder’s name to validate details with your card provider prior to the commencement of your automatic card billing facility.
5. Should your credit card details change, please let us know at least 3 business days prior to when your automatic payment falls due. Failure to do so may result in payment dishonor; and a dishonour fee may apply.
6. You must ensure that you have sufficient funds in your credit card to honour the payment. If there are insufficient funds, a dishonour fee may apply. This may also affect the continued supply of product.
7. If you have a dispute regarding this payment arrangement or want to alter or cancel this arrangement, or want to dispute, stop or defer a specific automatic payment, please contact Elgas at least 3 business days prior to when your automatic payment falls due. If you do not contact us, the payment will be made from your credit card. You may raise a dispute in relation to the payment once it is paid. However, you may not have access to those funds during the resolution of the dispute.
8. We may cancel this payment arrangement at any time. This may occur, for example, in the instance of dishonoured or rejected payments, or if we reasonably consider that fraudulent information has been provided in relation to your payment arrangement. In such an event, you may be notified and an alternative method of payment will then need to be arranged.
9. The personal information requested is required to set up your automatic card billing arrangement. Failure to provide the information will mean Elgas is unable to complete your request. Your personal information will be handled in accordance with our Privacy Policy or otherwise as required by law. A copy of our privacy policy can be found on our website [www.elgas.co.nz](http://www.elgas.co.nz)
10. We may change any of the terms of this agreement;
  - 10.1. If the change will benefit you or is of neutral impact on you, we can make the change immediately and are not required to notify you.
  - 10.2. If the change is required by law, or it is necessary for security reasons, to prevent fraud or for technical reasons (these are called "urgent changes"), we can make this change as soon as possible, but we will try to give you 3 days prior notice of the change. Sometimes, due to the nature of the change, we may not be able to give you 3 days prior notice but we will give you as much notice as we reasonably can.

- 10.3. If we reasonably consider that the change will have a major negative impact on the majority of our customers using this payment arrangement, and the change is not an urgent change as described above, we will give you at least 30 days prior notice of the change.
  - 10.4. If we reasonably consider that the change will not have a major negative impact on the majority of our customers using this payment arrangement, and the change is not an urgent change as described above, we will give you at least 14 days prior notice of the change.
11. All correspondence relating to this payment arrangement will be forwarded to the address of the Elgas account holder. Information you provide to us will be dealt with in accordance with applicable laws and the Elgas Privacy Policy as amended from time to time. Elgas may use and/or disclose your information to your Financial Institution in order to process payments and to investigate any possible incorrect payment.