

Rockgas Nelson & Marlborough Recurring Payments Terms and Conditions

These terms and conditions apply to you where you have set up a credit or debit card authority, authorising Mincorp Gas Ltd (“Rockgas Nelson”, “we” or “us”) to debit your elected card with all amounts billed to your account (“recurring payments”). Except to the extent of any inconsistency, our Terms and Conditions apply in addition to these terms.

1. Authority over the card and agreement to terms and conditions

By selecting this payments method, I confirm:

- a. I have authority over the credit card or debit card that I am storing with Rockgas Nelson; and
- b. I authorise Rockgas Nelson to charge my elected credit card to debit card with all amounts due on my LPG account on a monthly basis (or such period as agreed with Rockgas Nelson), until I terminate this authority. I understand that invoiced amounts will vary; and
- c. I agree to be bound by the terms and conditions set out below.
- d. I have completed an Automatic Card Billing Authorisation Form and returned it to Rockgas Nelson.

2. Terms that apply

I acknowledge and agree that the following terms and conditions apply to recurring credit or debit card payments:

Types of cards we accept

- a. You can only make card payments using Visa or Mastercard credit and debit cards.

Storage of card details

- b. Your full card details will be stored with Paymark Click, a trusted online payment solution provider who stores these details in accordance with their policies. You can view Paymark Click policies on their website <https://www.paymark.co.nz/support/click/>

Use of your card to pay your invoice

- c. We will continue to process card payments for amounts you owe to us on a monthly basis using your selected card (or such other time period we have agreed with you) until you advise us otherwise. See clauses 2(j) and (k) below for how to advise us of any changes.
- d. We will give you reasonable notice of the amount you owe us for the month (or other period agreed with you) and the date we will take payment from your stored card.
- e. All payments taken from your stored card will be in NZ dollars.

Transactions that decline

- f. If your payment is declined or reversed by your card issuer (including, for example, because your card has expired or you have insufficient funds available), we will let you know when we will attempt to take payment again. If the transaction is declined during another attempt, we will notify you and we may charge you a dishonour fee as determined in our sole discretion. If this happens you must make alternative arrangements for paying the amount due to us.

- g. If you have three or more consecutive payments declined or reversed, we may elect (at our sole discretion) to stop accepting credit or debit card payments from you. If we make this election, we will notify you and you will need to pay your invoices by an alternative payment method.

Cancellation, termination and refunds

- h. If you wish to cancel a recurring card payment, you can either make a payment via a different payment means at least 3 business days before payment is due to be taken from your stored card, or you can cancel your recurring payment by calling our office. We will endeavour to cancel the recurring payment with immediate effect, but there may be circumstances when we are unable to cancel the next payment scheduled (for example if you have an overdue payment).
- i. If you are owed a refund pursuant to these terms and conditions (for example if a payment was made in error), we will refund the card that was used to make the payment.

Updating card details

- j. You are responsible for ensuring that you update your card details when you receive a replacement card or change card issuers. Please do this by calling our office.
- k. If your card has expired and you have not replaced it with another valid card, we will still attempt to process your payment but you should be aware that it may be declined by your card issuer. If this occurs, clauses 2(f) and (g) above apply.

How to contact us and how we will contact/notify you

- l. If you need to get in touch, our contact details are set out on our website at: www.rockgasnelson.co.nz
- m. Where we need to contact you, we will follow the contact details you provide us with on your account with us.

Changes to these terms and conditions

- n. We reserve the right to make changes to these terms and conditions (including adding or removing any terms) at any time, provided that we will give you notice of such change by either posting the change on our website or sending you an email alerting you to the change.