



CONDITIONS OF THIS AUTHORITY TO ACCEPT DIRECT DEBITS

1.0 The Initiator:

- 1.1 Undertakes to give advance notice to me/us of the commencement date, frequency and the net amount of the Direct Debit no later than the date of the Direct Debit and no earlier than 12 calendar months before the date of the Direct Debit. This notice will be provided in writing (including by electronic means and SMS where the Customer has provided prior written consent to communicate electronically). In the instance where the Direct Debit System is used for the collection of payments which are regular as to frequency, but variable as to amounts, the Initiator undertakes to provide me/us with a schedule detailing each payment amount and each payment date.
- 1.2 Has agreed to give an advance notice of at least 10 days in the event of any subsequent change to the frequency or amount of the Direct Debits. This notice must be provided in writing (including by electronic means and SMS where the Customer has provided prior written consent to communicate electronically).

The advance notice will include the following message: -

"Unless advice to the contrary is received from you by (date*), the amount of \$..... will be directly debited to your account on (initiating date)."

*This date will be at least two (2) business days prior to the initiating date to allow for amendment of Direct Debits.

- 1.3 May upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under this Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.
- 1.4 May, upon receiving written notice (dated after the date of this authority) from a bank to which I/we have transferred my/our bank account, initiate Direct Debits in reliance of that written notice and this Authority from the account identified in the written notice.
- 1.5 Shall send written details of the Authority to the Customer to the address provided no later than 5 business days after the date the Customer gave the Authority.

2.0 The Customer may:-

- 2.1 At any time, terminate this Authority as to future payments by giving notice of termination to the Bank and to the Initiator by the means agreed by the Customer, Bank and Initiator.
- 2.2 Propose to query, amend or stop payment of any Direct Debit to be initiated under this Authority by the Initiator by giving written notice to the Initiator no less than two business days before the Initiator sends the direct debit payment instruction.
- 2.3 Request the Bank to reverse or alter any Direct Debit initiated by the Initiator by debiting the amount of the reversal or alteration of the Direct Debit back to the Initiator through the Initiator's Bank if there has been a variation to amount or date agreed between the Initiator and the Customer to be direct debited without notice being given in terms of 1 provided such request is made not more than 120 days from the date when the Direct Debit was debited to the account.

3.0 The Customer acknowledges that:-

- 3.1 This authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this Authority until actual notice of such event is received by the Bank.
- 3.2 In any event this authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
- 3.3 Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this Authority. Any other dispute lies between me/us and the Initiator.
- 3.4 Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of:
 - i) The accuracy of information about Direct Debits on Bank statements; and
 - ii) Any variations between notices given by the Initiator and the amounts of Direct Debits.
- 3.5 The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give written advance notice in accordance with terms 1.1, nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.

4.0 The Bank may:-

- 4.1 In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other Authority, cheque or draft properly signed by me/us and given to or drawn on the Bank.
- 4.2 At any time terminate this Authority as to future payments by notice in writing to me/us.
- 4.3 Charge its current fees for this service in force from time-to-time.
- 4.4 Upon receipt of an "authority to transfer form" signed by me/us from a bank to which my/our account has been transferred, transfer to that bank this Authority to accept Direct Debits.