

Conditions of this Authority to accept Direct Debits

1. **The Initiator** (Western Bay of Plenty District Council)

- (a) The initiator undertakes to give written notice to the Acceptor of the commencement date frequency and amount at least 10 calendar days before the first Direct Debit is drawn (but not more than 2 calendar months).

In the event of any subsequent change to the frequency or amount of the Direct Debits, the initiator has agreed to give written notice before the change comes into effect.

- (b) 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 the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing by me/us.

2. **The Customer** may:

- (a) At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank and to the Initiator.
- (b) Stop payment of any Direct Debit to be initiated under this Authority by the Initiator by giving written notice to the Bank prior to the Direct Debit being paid by the Bank.
- (c) Where a variation to the amount agreed between the Initiator and the Customer from time to time to be direct debited without notice being given in terms of the clause (a) above request the Bank to reverse or alter any such direct debit initiated by the Initiator by debiting the amount of the reversal or alteration of the Direct Debit bank to the initiator through the Initiator's Bank PROVIDED such request is made not more than 120 days from the date when the Direct Debit was debited to my/our account.

3. **The Customer** acknowledges that:

- (a) 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.
- (b) 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.
- (c) 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 insofar as the Direct Debit has not been paid in accordance with this Authority. Any other dispute lies between me/us and the Initiator.
- (d) The Bank accepts no responsibility or liability for the accuracy of the information about Direct Debits on Bank Statements.
- (e) The Bank is not responsible for, or under any liability in respect of:
- any variations between notices given by the Initiator and the amounts of Direct Debits
 - the Initiator's failure to give written advance notice correctly nor for the non receipt or late receipt of notice by me/us for any reason whatsoever in any such situation that dispute lies between me/us and the Initiator.

Notice given by the Initiator in terms of clause 1(a) to the debtor responsible for the payment shall be effective. Any communication necessary because of the debtor responsible for payment is a person other than me/us and the debtor concerned.

4. **The Bank** may:

- (a) In its absolute discretion conclusively determine the order of priority of payment by it or any other monies pursuant to this or any other Authority, Cheque or Draft properly executed by me/us and given to or drawn on the bank.
- (b) At any time terminate this Authority as to future payments by notice in writing to me/us.
- (c) Charge, its current fees for this service in force from time to time.

I have read and understand the Conditions to this Authority to accept Direct Debits.

Signed:

Date: