

# This is the Bank's copy of the conditions of this Authority to accept Direct Debits

## 1 The Initiator:

### For Variable Direct Debit only

a Will not initiate a direct debit on my/our account unless authorisation is received from me/us in accordance with the terms and conditions agreed between me/us and the Initiator of each amount to be debited from my/our account.

b Has agreed to send notice of the net amount of each Direct Debit and the due date of debiting after receiving authorisation from me/us under clause 1(a) but no later than the date the Direct Debit will be initiated. This notice must be provided either:

i in writing; or

ii by electronic mail where the Customer has provided prior written consent to the Initiator. The notice will include the following message:- "The amount \$....., was direct debited to your Bank account on (initiating date)."

c 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 to me/us.

### For SmoothPay only

a Has agreed to give advance notice of the net amount of each Direct Debit and the due date of the debiting **at least 10 calendar days before** (but not more than 2 calendar months) the date when the Direct Debit will be initiated. This advance notice must be provided either:

i in writing; or

ii by electronic mail where the Customer has provided prior written consent to the Initiator

The advance notice will include the following message:- "Your payment of \$.... will be direct debited from your bank account on (initiating date). To change this, please contact us at least two days before this date."

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 to 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 has been made without notice being given in terms of 1(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 back 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 in so far as the Direct Debit has not been paid in accordance with this Authority. Any other disputes lie between me/us and the Initiator.

d 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:

- the accuracy of information about Direct Debits on Bank statements
- any variations between notices given by the Initiator and the amounts of Direct Debits

e The Bank is not responsible for, or under any liability in respect of 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 the dispute lies between me/us and the Initiator.

## 4 The Bank may:

a In its absolute discretion conclusively determine the order of priority payment by it of any 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.