

## **DIRECT DEBIT TERMS AND CONDITIONS**

### **1. The Initiator:**

(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 notice will 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: "Unless advice to the contrary is received from you by (date\*), the amount of \$..... will be directly debited to your Bank account on (initiating date)." \*This date will be at least two (2) days prior to the initiating date to allow for amendment of Direct Debits.

(b) May, upon the relationship which gave rise to this Instruction being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the instruction. Upon receipt of such notice the Bank may terminate this Instruction as to future payments by notice in writing to me/us.

(c) May, upon receiving an "Instruction transfer form" (dated after the date of this instruction) signed by me/us and addressed to a bank to which I/we have transferred my/our bank account, initiate Direct Debits in reliance of that transfer form and this Instruction from the account identified in the instruction transfer form.

### **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 instruction by the Initiator by giving written notice to the Bank prior to the Direct Debit being paid by the Bank.

(c) request the Bank to reverse any Direct Debits initiated by the Initiator under the instructions by debiting the amount of the Direct Debits back to the Initiator through the Initiator's Bank where the Initiator cannot produce a copy of the instructions and/or Confirmation to me/us that I/we are reasonably satisfied demonstrate that I/we have authorised my/our bank to accept Direct Debits from the Initiator against my/our account PROVIDED the request is made not more than 9 months from the date when the first Direct Debit was debited to my/our account by the Initiator under the instructions

### **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 instruction. Any other disputes lies between me/us and the Initiator.

(d) Where the Bank has used reasonable care and skill in acting in accordance with this instruction, 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.