

## CONDITIONS OF THIS INSTRUCTION TO ACCEPT DIRECT DEBITS

### 1) For the first Direct Debit payment the Initiator:

- a) Will not initiate a Direct Debit on the Customer's account unless authorisation is received from the Customer in accordance with the terms and conditions agreed between the Customer and the Initiator of each amount to be debited from the Customer's 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 the Customer under clause 1(a) but no later than the date the Direct Debit is initiated. This notice must be provided in writing (including by electronic means and SMS where the Customer has provided prior written consent (including by electronic means including SMS) to communicate electronically).

The notice is to include the following message:-

"The amount \$..... was direct debited to your Bank account on (initiating date)."

### AND for subsequent Direct Debit payments the Initiator:

- c) Where the Direct Debit system is used for the collection of payments which are regular as to frequency, but variable as to amount, the Initiator undertakes to provide the Customer with a schedule detailing each payment amount and each payment date.

In the event of any subsequent change to the frequency or amount of the Direct Debit, the Initiator has agreed to give advance notice of at least 30 days before the change comes into effect. This notice must be provided in writing (including by electronic means and SMS where the Customer has provided prior written consent (including by electronic means including SMS) to communicate electronically).

- d) 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 the Customer.
- e) May, upon receiving written notice (dated after the date of this Instruction) from a bank to which the Customer has transferred their account, initiate Direct Debits in reliance of that written notice and this Instruction from the account identified in the written notice.

### 2) The Customer may:

- a) At any time, terminate this Instruction 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.
- 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) 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 clause 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 a 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.
- d) 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 Instruction 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 Instruction until actual notice of such event is received by the Bank.
- b) In any event this Instruction 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 dispute 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; and
  - any variations between notices given by the Initiator and the amounts of Direct Debit.
- e) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give notice in accordance with 1(a), 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.
- f) Notice given by the Initiator in terms of clause 1(c) to the debtor responsible for the payment shall be effective. Any communication necessary because the debtor responsible for payment is a person other than me/us is a matter between 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 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.
- b) At any time terminate this Instruction 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.