

Conditions of Instruction to Accept Direct Debits



1. *The Initiator:*

1.1 Will provide notice either:

1.1.1 in writing; or

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

1.2 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 (but not more than 2 calendar months) before the date when the Direct Debit will be initiated.

1.2.1 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.

1.3 Alternatively, the Initiator undertakes to give notice to the Acceptor of the commencement date, frequency and amount

at least 10 calendar days before the first Direct Debit is drawn (but no more than 2 calendar months).

1.3.1 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 the Acceptor with a schedule detailing each payment amount and each payment date.

1.3.2 In the event of any subsequent change to the frequency or amount of the Direct Debits, the Initiator has agreed to give advance notice of at least 30 days before the changes come into effect. This notice must be provided either:

(a) in writing; or

(b) by electronic mail where the Customer has provided prior written consent to the Initiator”.

1.4 May initiate a Direct Debit on my/our account when 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.

1.4.1 notice will be sent of the net amount of each Direct Debit and the due date of debiting after receiving authorisation from me/us under clause 1.4 but no later than the date the Direct Debit will be initiated. This notice must be provided either:

(a) in writing; or

(b) by any other means which provides a verifiable record of the initiated transaction and where the Customer has provided prior written consent to the Initiator.

1.4.2 Where the notice is in writing it must include the following message:

“The amount \$..... was directly debited to your Bank account on (initiating date).”

1.4.3 Where the notice is provided by other means:

(a) the Initiator should hold prior written consent of those means of providing notice; and

(b) the notice Should provide a verifiable record of the initiated transaction and include the amount and initiating date of that transaction.

1.5 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.

2. *The Customer may:*

2.1 At any time, terminate this Instruction as to future payments by giving written (or by the means previously agreed in writing) notice of termination to the Bank and to the Initiator

- 2.2 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.
- 2.3 Where no advance notice is provided under clause 1.4 a variation to the amount agreed between the Initiator and the Customer from time to time to be Direct Debited had been made without notice being given in terms of clause 1.4 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 Direct Debit back to the Initiator through the Initiators Bank PROVIDED such request is made not more than 120 days from the date when the Direct Debit was debited to my/our account.
- 2.4 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 Initiators 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:*

- 3.1 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.
- 3.2 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.
- 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 Instruction. Any other disputes lie between me/us and the Initiator.
- 3.4 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:
 - 3.4.1 the accuracy of information about Direct Debits on Bank statements; and
 - 3.4.2 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 Initiators failure to give notice in accordance with clauses 1.1 to 1.4, 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.
- 3.6 Where notice given by the Initiator in terms of clause 1.4 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:*

- 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 Instruction, cheque or draft properly signed by me/us and given to or drawn on the Bank.
- 4.2 At any time terminate this Instruction 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.