Direct Debit Authority Guidelines

1) Elements of flexibility in respect of Authorities to Accept Direct Debits:

- the colour of paper and that of print;
- The minimum size for containing the lodgement-information part of an Authority is A5 [i.e., 210mm x 148mm and the lodgement-information may be placed in either 'landscape' (horizontal) or 'portrait' (vertical) format].
- The maximum size for containing the lodgement-information part of an Authority is A4.
- The size requirements are to apply even if the lodgement-information forms a part of an information/marketing pamphlet or similar sort of brochure.
- The area at the front top of authorities can include the following:
 - i. company/business name;
 - ii. company/business and/or Participant logo;
 - iii. address and/or nature of company/business;
 - iv. telephone number(s);and/or facsimile number(s), telex and other information of similar nature.

NOTE - The use of Tables within the free format section allows for multiple insertions.

2). <u>Specifications of Authority to accept Direct Debits</u>

- Compulsory Requirements for all Authorities to Accept Direct Debits
 - i. An Authority to Accept Direct Debits must contain all the information that is required to lodge the Authority against an Acceptor's account in accord with the Acceptor's instructions ["lodgement-information"].
 - ii. All the information included on the first page of the specimen Authority of the Interchange and Settlement Code is, for the purposes of lodging the Authority, considered to be lodgement-information.
 - iii. The layout of the lodgement-information and the terminology used to identify this information in the specimen Authority has to be followed on all Authorities. The lodgement-information is to be contiguous and appear in the specified sequence.
 - iv. The conditions relevant to the operation of an Authority have to be included and clearly outlined in an Authority.
 - v. The wording of the conditions is to appear on the second page of the Authority.
- Contents of the template must remain within the current page
- No advertising matter is to be included within the Authority



ACCOUNT INFORMATION

Account to be debited:	red:		AUTHORITY TO ACCEPT DIRECT DEBITS (Not to operate as an assignment or agreement)
To: The Manage Bank: Branch: Address:	er: Please print full postal address clearly	Date:	Authorisation code:
I/We authorise you until further notice in writing to debit my/our account with you all amounts which - Dasko Ltd I/We authorise to as the lnitiator) The registered Initiator of the above Authorisation Code may initiate by Direct Debit. I/We acknowledge and accept that the bank accepts this authority only upon the conditions listed on this form. INFORMATION TO APPEAR ON MY/OUR BANK STATEMENT Payer Particulars: Payer Code:			
Payer Reference: Name of Account: <i>(Customer to complete)</i> Authorised Signature(s):			
	FOR BANK USE ONLY Date Received Recorded by riginal – retain at branch opy – forward to Initiator if requested	Checked by	BANK STAMP

CONDITIONS OF THIS AUTHORITY TO ACCEPT DIRECT DEBITS

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 (but not more than 2 calendar months) before the date when the Direct Debit will be initiated. This notice will 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 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 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.
- c) May, upon receiving written notice (dated after the date of this Authority) from a bank to which I/we have transferred my/our account, initiate Direct Debits in reliance of that written notice and this Authority from the account identified in the written notice.

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.

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 dispute lies 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; and
 - 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 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.

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 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.

These terms and conditions are Payments NZ Limited approved and are non-negotiable.