Waimate District Council	Valuation Number & Location of Property:
RATES EASYPAY   TO BE RETURNED TO   Po Box 122 • Waimate 7960 • Phone • (03) 689 0000   or scanned and emailed to rates@waimatedc.govt.nz   I/We wish to make payments starting / /20   Weekly Fortnightly   Monthly Quarterly	Contact Name: Phone: Mobile: Email Please email Rates Invoice (tick for acceptance)
Direct Debit Authority	
Name of my account to be debited (acceptor)	Initiators Authorisation Code

Approved

11/16

0347

I authorise you to debit my account with the amounts of direct debits from **WAIMATE DISTRICT COUNCIL** with the authorisation code specified on this authority in accordance with this authority until further notice.

I agree that this authority is subject to:

From the acceptor to

The bank's terms and conditions that relate to my account, and

Please attach an encoded bank deposit slip to ensure your number is loaded correctly

[insert name of acceptor's bank]

The specific terms and conditions listed below.

Please include the following information on my bank statement:	(e.g WDC Rates)	
Authorised signature/s:	Date: / /	

(my bank):

## Specific conditions relating to notices and disputes

I may ask my bank to reverse a direct debit up to 120 calendar days after the debit if:

- \* I don't receive a written notice of the amount and date of each direct debit from the initiator, or
- \* I receive a written notice but the amount or the date of debiting is different from the amount or the date specified on the notice.

The initiator is required to give you a written notice of the amount and date of each direct debit no less than 10 calendar days before the date of the debit.

If the bank dishonours a direct debit but the initiator sends the direct debit again within 5 business days of the dishonour, the initiator is not required to give you a second notice of the amount and date of the direct debit.

# CONDITIONS OF THIS AUTHORITY TO ACCEPT DIRECT DEBITS

### 1. The Initiator;

(a) The Initiator undertakes to give written notice to the Acceptor of the commencement date, frequency and amount at least 10 calendar days before the first direct debit is drawn (but not more than two calendar months).

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.

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.

In the event of any subsequent change to the frequency or amount of the Direct Debits, the Initiator has agreed to give advance notice at least 10 days before the change comes into effect. 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.
- (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 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 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 alternation of a direct debit back to the Initiator through the Initiator's Bank PROVIDED such a 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) The 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 an event is received by the Bank.
- (b) In any event, this Authority is subject to any agreement 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 for: 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 for the non-receipt of late receipt of notice by me/us for any reason whatsoever. In any such situation that dispute lies between me/us and the Initiator.
- (f) Notice given by the Initiator in terms of case 1(a) to the debtor responsible for 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 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 it's current fees for this service in force from time to time.