

## Direct Debit Terms and Conditions



### 1. The Auckland Health Foundation (Initiator):

a) Has agreed to give advance notice of the net amount of each Direct Debit and the due date of debiting at least two calendar days (but not more than 2 calendar months) before the date when the Direct Debit will be initiated. This advance notice must be provided in writing including by electronic means and SMS where the Customer (Acceptor) 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 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.

This notice will be provided in writing (including by electronic means and SMS where the Acceptor has provided prior written consent (including by electronic means including SMS) to communicate electronically). If the bank dishonours a direct debit the initiator may send the direct debit again within 6 business days of the dishonour and is not required to give you a second notice of the amount and date of the direct debit.

(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 bank account, initiate Direct Debits in reliance of that written notice and this authority from the account identified in the written notice.

(d) May, upon receiving notice amend the amount and/or the date and/or frequency of the direct debit.

### 2. The Acceptor 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.

(c) Request the Bank to reverse any Direct Debits initiated by the Initiator under the authority 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 authority 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 authority.

### **3. The Acceptor 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 Instruction 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 clause 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.

Specific conditions relating to notices and disputes

1. 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, 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.

2. The Initiator is required to give you a written notice of the amount and date of each direct debit no less than 2 business days before the date of the debit. For a series of direct debits the initiator is required to give a written notice of the amount and date of each direct debit no less than 2 calendar days before the date of the first direct debit in the series, or before any change to the amount and date previously advised. The notice is to include the dates of the debits, and the amount of each direct debit.

3. 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.

4. If the Initiator proposes to change an amount or date of a direct debit specified in the notice, the initiator is required to give you notice: no less than 30 calendar days before the change, or if the Initiator's bank agrees, no less than 2 calendar days before the change.