# **Direct Debit Authority**

Original – Retain at Branch Copy – Forward to Initiator if requested



Name		Customer No.	
Email		Phone	
Please send me	Heart Foundation Lottery	ticket(s) in each Lottery ι	ntil further notice
My account to be of My account to be of My account to be of My bank:	debited (acceptor)		iator's authorisation code
Bank Branc	h Account	Suffix	Approved 779 08/19
From the acceptor to my bank:  I authorise you to debit my account with the amounts of direct debit instructions received from  The National Heart Foundation of New Zealand (the 'Initiator') with the authorisation code specified on this authority and in accordance with this authority until further notice from me.  I agree that this authority is subject to:  • my bank's terms and conditions that relate to my account, and • the terms and conditions listed below.			
Specific conditions relating to notices and disputes  1) I agree that the Initiator must give me at least 2 days' prior notice of each direct debit, including the first direct debit in a series.  2) Changes to the amounts or dates of a series of direct debits require 30 days' prior notice to me.  3) I can also agree with the Initiator to receive a same day notice for direct debits specifically requested by me.  4) All notices must be in writing, but can be delivered electronically, if I have agreed that with the Initiator.  5) I can also ask you to reverse a direct debit up to 120 days after the direct debit if:  • I didn't receive proper notice of the amount and date of the direct debit, or  • I received notice but the amount or date of the direct debit is different from the amount or date on the notice.  6) If you dishonour a direct debit but the Initiator retries it within 5 business days of the original direct debit, I understand that the Initiator doesn't need to notify me again about that direct debit.			
For Bank Use Only Da	ate Received: Recorded by: Checked by:	BANK STAMP	

## **Conditions of this Authority**

#### 1. The Initiator

- a) Has agreed to give advance Notice of the net amount of each direct debit and the due date of debiting at least 10 calendar days before (but not more than 2 calendar months) the date the direct debit will be initiated. 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.

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 days prior to the due 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.

#### 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 <u>prior</u> 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 made from me/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 of validity of any 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 in respect of:
  - 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 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 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) Change its current fees for this service in force from time-to-time.