

# Authority To Accept Direct Debits



(Not to operate as an assignment or agreement)

Account Name: \_\_\_\_\_

Account Number:

## Bank Instructions

Name of Bank Account: \_\_\_\_\_

Bank Account from which payments are to be made:

<input type="text" value=""/> <input type="text" value=""/>	<input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/>	<input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/>	<input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/>
BANK	BRANCH	ACCOUNT NUMBER	SUFFIX

## AUTHORISATION CODE

0	6	1	2	8	9	8
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Bank Name: \_\_\_\_\_

### To: The Bank Manager,

I/We authorise you until further notice, to debit my/our account with all amounts which **Forsyth Barr Limited client funds** (hereinafter referred to as the Initiator) 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 below. **Information to appear on my/our Bank Statement:**

Payer Particulars:

Payer Reference:

Payer Code:

Approved	
1289	11/04

Signature: \_\_\_\_\_

Date:

DAY MONTH YEAR

Signature: \_\_\_\_\_

Date:

DAY MONTH YEAR

Signature: \_\_\_\_\_

Date:

DAY MONTH YEAR

**Required Signatures:** All Account Holders must sign this authority.

### Conditions Of This Authority

- The Initiator:
  - Has agreed to send notice of the net amount of each Direct Debit no less than the date the Direct Debit is initiated. This notice will be provided either:
    - in writing; or
    - by electronic mail where the Customer has provided prior written consent to the Initiator. The notice will include the following message:-  
*The amount of \$ .....was direct debited to your Bank account on .... (initiating date).*
  - 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.
  - May, upon receiving an "authority transfer form" (dated after the date of this authority) signed by me/us and addressed to a bank to which I/we have transferred my/our bank account, initiate Direct Debits in reliance of that transfer form and this Authority from the account identified in the authority transfer form.
  - Agrees, if the the bank dishonours a direct debit but sends the direct debit again within 5 business days of the dishonour, is not required to give I/we a second notice of the amount and date of the direct debit.
- The Customer may:
  - At any time, terminate this Authority as to future payments by giving notice of termination to the Bank and to the Initiator.
  - 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.
  - 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, or notice is received, but the amount or the date of debiting is different from the amount or the date specified on the notice, 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 a Direct Debit back to the Initiator through the Initiator's Bank PROVIDED such request is made not more than 120 days from the date when the Direct Debit was debited to my/our account.
  - The Customer acknowledges that:
    - 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.
    - 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.
    - 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 lies between me/us and the initiator.
  - 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.
  - The Bank is not responsible for, or under any liability in respect of the Initiators 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.
  - The Bank may:
    - 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.
    - At any time terminate this Authority as to future payments by notice in writing to me/us.
    - Charge its current fees for this service in force from time-to-time.
    - Upon receipt of an "authority to transfer form" signed by me/us from a bank to which my/our account has been transferred, transfer to that bank this Authority to Accept Direct Debits.