

<b>ACCOUNT NUMBER</b>	Rates:	Water:		
<b>CUSTOMER</b>	Name:	Email:		
<b>PHONE</b>	Home:	Work:	Mobile:	
<b>POSTAL ADDRESS</b>				

### PAYMENTS

**Payments are to be**     VARIABLE (NO ARREARS)    First Payment date \_\_\_\_\_  
                                    FIXED AMOUNT (ARREARS ONLY)    Amount per payment: \$ \_\_\_\_\_

**Frequency of payments**     Weekly     Fortnightly     Monthly     Instalment/due date     Annually

**Day of the week**     Monday     Tuesday     Wednesday     Thursday     Friday

### AUTHORITY TO ACCEPT DIRECT DEBITS

#### BANK ACCOUNT DETAILS (Please supply a deposit slip or bank issued statement to verify account name & number)

<b>Bank name and branch</b>				
<b>Name of bank account</b>				
<b>Bank account number</b>	_____	_____	_____	_____
	<i>Bank</i>	<i>Branch No.</i>	<i>Account Number</i>	<i>Suffix</i>

#### AUTHORISATION CODE

1 2 0 8 9 8 5

*Not to operate as an agreement or assignment*

#### INFORMATION TO APPEAR ON MY/OUR BANK STATEMENT

_____	_____	_____
<b>Payer Particulars</b>	<b>Payer Code</b>	<b>Payer Reference</b>

I/We authorise you until further notice in writing, to debit my/our account with you, all amounts which FAR NORTH DISTRICT COUNCIL (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 on the reverse of this form.

#### DECLARATION:

I have read the terms and conditions of this Direct Debit, and I agree to the Terms and Conditions of this arrangement. The information I have provided with this application is true and complete to the best of my knowledge.  Yes

Name \_\_\_\_\_ Authorised signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Authorised signature \_\_\_\_\_ Date \_\_\_\_\_

#### APPROVED

0898  
 10 | 07

#### FOR BANK USE ONLY

Date Received \_\_\_\_\_

Recorded by \_\_\_\_\_

Checked by \_\_\_\_\_

#### BANK STAMP

## CONDITIONS OF THIS AUTHORITY TO ACCEPT DIRECT DEBITS

### 1. THE INITIATOR:

- 10 Day Advance Notice of Each Direct Debit
- 1.1 Undertakes to give notice to the Acceptor of the commencement date, frequency, and amount at least 10 calendar days before the first Direct Debit is drawn (but no more than 2 calendar months).
  - 1.2 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.
  - 1.3 In the event of any subsequent change to the frequency or amount of the Direct Debits, the Initiator has agreed to give advance notice of at least 10 days before the changes come into effect. This notice must be provided either:
    - (a) in writing; or
    - (b) by electronic mail where the Customer has provided prior written consent to the Initiator.
  - 1.4 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:

- 2.1 At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank, and to the Initiator.
- 2.3 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.
- 2.4 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 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.

### 3. THE CUSTOMER acknowledges that:

- 3.1 This Authority will remain in full force and effect in respect of all Direct Debits made from 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.
- 3.2 In any event, this Authority is subject to any arrangement now or thereafter existing between me/us and the Bank in relation to my/our account.
- 3.3 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.
- 3.4 The Bank accepts no responsibility or liability for the accuracy of information about payments on Bank Statements.
- 3.5 The Bank is not responsible for, or under any liability in respect of:
  - any variations between notices given by the Initiator and the amounts of Direct Debits;
  - 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.
- 3.6 Notice given by the Initiator in terms of clause 1(a) to the debtor responsible for the 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:

- 4.1 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.
- 4.2 At any time terminate this Authority as to future payments by notice in writing to me/us.
- 4.3 Charge its current fees for this service in force from time-to-time.

## TERMS AND CONDITIONS OF AGREEMENT – IMPORTANT INFORMATION

### PRIVACY INFORMATION:

Information provided on this form, relating to the ownership of your property will be stored on a public register, and held by FNDC, and may be available to the public on the Council's website, [www.fndc.govt.nz](http://www.fndc.govt.nz).

It is your responsibility to advise FNDC in writing if you do not want your information to be shared.

### TERMS AND CONDITIONS:

1. If, for any reason, the Customer desires to terminate this Direct Debit Authority, the Customer shall notify the Council first, before taking any further termination action, and shall sign the appropriate cancellation form. The Customer must provide at least two working days notice prior to the direct debit payment date. The Council will then notify the Bank of the termination. Should the Customer choose to disregard these terms, and to terminate directly with the Bank, then the Council shall henceforth decline to enter into any further Direct Debit Authority with this Customer for a period of 12 months.
2. If there is a default in payment, the Customer may be liable for costs, including, but not limited to, interest, legal costs, debt collection fees, and other disbursements incurred.

3. (a) When arrears (if any) have been paid in full, then in order to ensure that the Customer pays only the amount due and no more, this Direct Debit Authority will be amended to a variable direct debit type. This shall be done by the Council, with no further action needed on the part of the Customer.
- (b) Where an account has a significant credit due to direct debit payments, Council reserves the right to refund the credit amount to the bank account the direct payments were debited from.
4. Should 3 payments be dishonoured within one rating year:
  - (a) this Direct Debit Authority shall be terminated by the Council, and the Council shall henceforth decline to enter into any further Direct Debit Authority with this customer for a period of 12 months; and,
  - (b) Council's Debt Management Team will be advised of the termination, and will continue to pursue the outstanding debt. The Customer must make alternative arrangements for the payment of the debt.