



## DDR SERVICE AGREEMENT (Ver 1.4)

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## Terms and Conditions

### Parties

The "Business" means the organisation providing the service for which the Customer is paying.

The "Customer" means the person or party signing this Payment Contract.

"Payment Contract" means the Agreement in which the Customer has agreed to pay for the service provided by the Business. Hereafter referred to as the Agreement.

"Ezidebit" means Ezidebit NZ Ltd, PO Box 5587, Wellington 6145, New Zealand. Phone 0800 394 332, Fax 04 473 6511, www.ezidebit.com/nz. Also referred to as the "Initiator".

The Customer acknowledges that Ezidebit has been contracted by the Business to collect the payments due under the Agreement.

Nothing contained in the Payment Contract shall render Ezidebit the agent of the Business, for any purpose other than the collection of payments due and payable under the Agreement.

You acknowledge that Ezidebit shall not in any way be liable to you for the provision of Services.

For the purpose of the Contract and Commercial Law Act 2017, you acknowledge that all rights of the Business pursuant to this Agreement may be enforced by Ezidebit, as if it were the Business, without requiring your consent or any involvement on the part of the Business.

### Payments and Fees

Ezidebit shall administer the collection of payments due by you to the Business. All payments due by you shall be made directly to Ezidebit in the manner specified in the Agreement. It can take up to three (3) days for payments to be processed from your account. Your obligations under this agreement is to ensure sufficient funds remain available to cover the instalment amount specified in this agreement for at least three (3) days after the nominated instalment date.

Ezidebit may charge a one off administration fee in addition to your first debit. Ezidebit may charge a transaction fee per direct debit payment deducted from your Account.

If a debit is returned by your financial institution as unpaid, a failed payment fee may be payable by you to Ezidebit. Where a failed payment fee is applicable, the amount will be as detailed in the Debit Arrangement of the Direct Debit Request. Ezidebit may debit an SMS fee direct from your account for any SMS sent.

### Conditions of This Authority to Accept Recurring Card Payments

#### 1. The Initiator agrees:

a. To give advance written notice (including by electronic means and SMS where the Customer has provided prior written consent to communicate electronically) to the Customer in the form of a schedule of the payment dates and the net amounts to be debited to the Nominated Card.

b. In the event of any subsequent change to the frequency or amount of the debits to the Nominated Card, the Initiator has agreed to give advance written notice of at least 30 days to the Customer before the changes comes into effect.

#### 2. The Customer may:

a. At any time, terminate this Authority by giving written notice of termination to the Initiator.

#### 3. The Customer acknowledges that:

a. This Authority will remain in full force and effect in respect of all amounts to be debited to my Nominated Card in good faith notwithstanding my death, bankruptcy or other revocation of this authority until actual notice of such event is received by the Initiator.

### Conditions of This Authority to Accept Direct Debits

#### 1. The Initiator:

a. 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). This notice will be provided in writing (including by electronic means and SMS where the Customer has provided prior written consent (by electronic means including SMS) to communicate electronically).

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 the 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 of at least 30 days before the changes comes into effect. This notice must be provided in writing (including by electronic means and SMS where the Customer has provided prior written consent (including by electronic means including SMS) to communicate electronically).

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 notice of termination to the Bank and to the Initiator by means agreed by the customer, Bank and 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. 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:

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 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 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 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.

f. 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:

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.