



Merchant application pack

Please complete all sections of this form and return to the **Activa Merchant Manager** in the envelope supplied.

If you need help completing this form please call **0800 333 550**

Merchant Application

Please complete all sections to avoid delays in processing.



1 MERCHANT DETAILS

| | | | | | | | | | | | | | | | | | | | | | | | | |
|-----------------------|----------------------|-----------------|----------------------|-------------|----------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Merchant Trading Name | <input type="text"/> | | | | | | | | | | | | | | | | | | | | | | | |
| Full Business Name | <input type="text"/> | | | | | | | | | | | | | | | | | | | | | | | |
| Street Address | <input type="text"/> | | | | | | | | | | | | | | | | | | | | | | | |
| Suburb | <input type="text"/> | City | <input type="text"/> | Postal Code | <input type="text"/> | | | | | | | | | | | | | | | | | | | |
| Phone Number | <input type="text"/> | Fax Number | <input type="text"/> | | | | | | | | | | | | | | | | | | | | | |
| Email Address | <input type="text"/> | | | | | | | | | | | | | | | | | | | | | | | |
| Mailing Address | <input type="text"/> | | | | | | | | | | | | | | | | | | | | | | | |
| Suburb | <input type="text"/> | City | <input type="text"/> | Postal Code | <input type="text"/> | | | | | | | | | | | | | | | | | | | |
| Admin Contact | <input type="text"/> | Website Address | <input type="text"/> | | | | | | | | | | | | | | | | | | | | | |
| Merchant Charging A/C | <input type="text"/> | | | | | | | | | | | | | | | | | | | | | | | |
| Merchant Deposit A/C | <input type="text"/> | | | | | | | | | | | | | | | | | | | | | | | |
| Account Name | <input type="text"/> | | | | | | | | | | | | | | | | | | | | | | | |

2 BUSINESS DETAILS

| | | | | | | | | |
|--|---|--------------------------------------|--|--|----------------------|---------------------------|----------------------|----------------------|
| Type of Business (Tick Box) | <input type="checkbox"/> Sole Owner | <input type="checkbox"/> Partnership | <input type="checkbox"/> Non Profit Organisation | <input type="checkbox"/> Limited Liability Company | | | | |
| Name of Owner/Partner/Director (Full names required) | <input type="text"/> | | | Date of Birth (DD,MM,YYYY) | <input type="text"/> | | | |
| Residential Address 1 | <input type="text"/> | | | | | | | |
| Phone Number | <input type="text"/> | Mobile Number | <input type="text"/> | | | | | |
| Name of Owner/Partner/Director (Full names required) | <input type="text"/> | | | Date of Birth (DD,MM,YYYY) | <input type="text"/> | | | |
| Residential Address 2 | <input type="text"/> | | | | | | | |
| Phone Number | <input type="text"/> | Mobile Number | <input type="text"/> | | | | | |
| Business Type (eg, Dentist/GP) | <input type="text"/> | | | Date Business Established (DD,MM,YYYY) | <input type="text"/> | | | |
| GST Number | <input type="text"/> | | | | | | | |
| Other Credit Card Affiliations | <input type="checkbox"/> BANKCARD | <input type="checkbox"/> MASTERCARD | <input type="checkbox"/> VISA | Bank | <input type="text"/> | Number of EFTPOS Terminal | <input type="text"/> | |
| | <input type="checkbox"/> AMEX | <input type="checkbox"/> DINERS | | | | | | |
| Estimated Monthly Volumes: | Sales | \$ | <input type="text"/> | Number of Transactions | <input type="text"/> | Average Transaction | \$ | <input type="text"/> |
| Processing Method | <input type="checkbox"/> EFTPOS | | | | | | | |
| ETSL Merchant No. | <input type="text"/> | ENZ Merchant No. | <input type="text"/> | | | | | |
| Seasonal Merchant? | <input type="checkbox"/> No <input type="checkbox"/> Yes - Please circle months open: Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec | | | | | | | |

3 OTHER DETAILS - ACTIVA USE ONLY

| | | | | | |
|---|---|-----------------|---------------------------------|--|----------------------|
| Activa Merchant Number | <input type="text"/> | Activa Cat Code | <input type="text"/> | MCC | <input type="text"/> |
| Contract Type | <input type="text"/> | Owning Merchant | <input type="text"/> | Statement Code | <input type="text"/> |
| Fixed Rate | <input type="text"/> | % | Seasonal Merchant | <input type="checkbox"/> No <input type="checkbox"/> Yes | |
| Registration Fee | <input type="checkbox"/> No <input type="checkbox"/> Yes - Amount | \$ | <input type="text"/> | <input type="text"/> | |
| Completed Documentation Forwarded to Merchant | <input type="text"/> | | Signature (Authorising Officer) | <input type="text"/> | |

I/We have read and understand and accept the ASB Bank Limited Merchant Services Agreement Terms and Conditions below:

(Merchant's name)

1. SIGNED for and on behalf of:

(a.) (Full name of authorised signatory)

Signature

(b.) (Full name of authorised signatory)

Signature

2. SIGNED for and on behalf of: ASB BANK LIMITED

(Full name of authorised signatory)

Signature

3. SIGNED for and on behalf of: ACTIVA HEALTH LIMITED

(Full name of authorised signatory)

Signature

ASB BANK LIMITED

MERCHANT SERVICES AGREEMENT

AGREEMENT made this day of 20

PARTIES

1. ("the Merchant")

trading as (insert trading name)

from premises at (insert physical address)

2. ASB BANK LIMITED - ("bank")

3. ACTIVA HEALTH LIMITED - ("Activa")

INTRODUCTION

- A. Activa has developed a health access plan that includes a card-accessed health account. The card-accessed health account is provided by the Bank.
- B. The Merchant carries on the business of and with the Bank has agreed to enter into a service relationship under which the Bank will collect and acquire from the Merchant Transactions generated from the Merchant's business.
- C. The Merchant is a party also with a bank (which may or may not be the Bank) and an EFTPOS Service Provider to an EFTPOS services agreement for the supply of EFTPOS services pursuant to which the EFTPOS Service Provider permits its electronic delivery system to be used by the Merchant to facilitate point of sale transactions.
- D. In this Agreement the parties wish to define the terms of their relationship in connection with the services offered by the Bank pursuant to Recital B above.

1.0 Definitions

1.1 In this Agreement the following terms shall have the meaning set out opposite them:

"Card" means a card which bears the Activa trademark and logo and the Southern Cross hologram;

"Cardholder" means a person to whom a Card has been issued;

"Credit Voucher" means any Transaction receipt evidencing a Merchant's refund or price adjustment to be credited to the Cardholder's account;

"EFTPOS" means Electronic Funds Transfer at Point of Sale;

"EFTPOS Services Agreement" refers to the agreement between the Merchant, a bank and the EFTPOS Service Provider referred to in Recital C;

"EFTPOS Service Provider" means Electronic Transaction Services Limited or EFTPOS New Zealand Limited, whichever is party to the EFTPOS Services Agreement;

"Merchant" means the Merchant named in this Agreement, and includes its successors;

"Merchant Operating Guide" means the Bank's "Merchant Operating Guide" issued to merchants, as re-issued and amended from time to time;

"Merchant's Own Bank" means the bank at which the Merchant operates its deposit and service fee accounts as notified to the Merchant's primary EFTPOS relationship bank from time to time by the Merchant;

"Merchant Service Fee" is the fee charged each month and determined by the dollar value of Transactions during the relevant month;

"PIN" means, in respect of a Cardholder, that Cardholder's personal identification number;

"Parties" means each party to this Agreement;

"Transactions" means the process by which an EFTPOS terminal is used, in conjunction with the Cardholder's Card and PIN, by the Merchant and the Cardholder to authorise the electronic transfer of funds between the Cardholder's account and the Merchant's account;

"Sales Voucher" means any EFTPOS terminal printed transaction record;

"Valid Card" is a Card bearing the signature of the person whose name is embossed on the Card and is not expired and not listed on any hot list or warning bulletin as issued by any card issuing scheme or bank from time to time.

Interpretation and Construction

1.2 In this Agreement, unless the context requires otherwise:

- (a) References to **sections, clauses and schedules** are to sections, clauses and schedules of this Agreement;
- (b) The **headings** to clauses shall (unless otherwise specified) be ignored in construing this Agreement;
- (c) A **gender** includes each other gender;
- (d) Any **Party** to this Agreement includes its successors;
- (e) The **plural** includes the singular and vice versa;

(f) A **statute** includes that statute as amended from time to time and any regulations, orders in council and other instruments issued or made under that statute from time to time and legislation passed in substitution for the statute;

(g) An **obligation** not to do anything includes an obligation not to suffer, permit or cause that thing to be done;

(h) **Derivatives** of any defined word or term have a corresponding meaning;

(i) "**including**" and similar words do not imply any limitation;

(j) If a **Party** comprises more than one person, each person's liability is joint and several;

(k) All **moneys** to be paid in terms of this Agreement shall be paid in New Zealand currency by bank cheque, or telegraphic transfer, or electronic means of payment in cleared funds on or before 2pm on the due date for payment;

(l) Reference to one **Party notifying** another or giving notice to another, or agreeing, consenting or objecting to any matter or nominating or making any nomination, or giving any direction means that Party notifying, giving notice, agreement, consenting, objecting, nominating or directing (as the case may be) in writing; and

(m) The recitals to this Agreement under the heading "**Introduction**" form part of this Agreement.

Relationship with the Bank and Activa

1.3 The Merchant acknowledges that the Bank is responsible for the provision of the merchant services and systems referred to in clauses 4.1 (a) & (b) and 4.2.

1.4 The Merchant acknowledges that Activa is responsible for the charge back process (referred to in clause 7.0), dispute resolution (referred to in clause 11) and helpdesk facilities (referred to in clause 12.0) in relation to this Agreement.

Merchant Operating Guide

1.5 The Merchant Operating Guide shall be read with and shall form part of this Agreement

2.0 Commencement Date & Term

2.1 This Agreement shall commence on the date this Agreement is signed by all parties ("the Commencement Date") unless otherwise agreed by the Parties.

2.2 This Agreement shall remain in force from the Commencement Date until terminated pursuant to clause 9.

3.0 Merchant's Obligations

3.1 In consideration of the Bank agreeing to make payment to the Merchant of the price of goods and services supplied to Cardholders, the Merchant undertakes to the Bank and Activa that it will:

- (a) at all times observe the provisions of this Agreement (including the Merchant Operating Guide);
- (b) honour all Valid Cards presented by the Cardholders by supplying goods and services to the Cardholder at the Merchant's normal prices (for example, the Merchant shall not directly or indirectly require any Cardholder to pay a surcharge or any contemporaneous finance charge in connection with any transaction).

- The Merchant shall not require or post signs indicating that it requires a minimum amount below which the Merchant shall refuse to honour an otherwise Valid Card;
- (c) not advance cash to a Cardholder in lieu of, or in addition to, physical goods and/or services;
 - (d) establish a fair policy for the exchange or return of merchandise and give credit upon each return, not in cash but by the issue of a Credit Voucher as prescribed in the Merchant Operating Guide;
 - (e) before proceeding with a Transaction, compare the security features listed in the Merchant Operating Guide with the features on any Card presented for payment;
 - (f) ensure that any Credit Voucher issued is for an amount/value not greater than the original related Transaction.
 - (g) permit the Bank to debit the account of the Merchant with:
 - (i) a registration fee, if applicable, in accordance with clause 5.1 of this Agreement;
 - (ii) Merchant Service Fee at the appropriate rate determined in accordance with clause 5.2 of this Agreement;
 - (iii) the full amount of the Credit Vouchers issued by the Merchant;
 - (iv) any additional credit value made in respect of Sales Vouchers due to errors or omissions;
 - (v) any credits due to the Bank arising in respect of Sales Vouchers which, pursuant to clause 6.0 of this Agreement, are not valid;
 - (vi) any charge backs effected by the Bank pursuant to clause 7.0 of this Agreement.
 - (h) not make any warranty or representation whatsoever in relation to any goods or services supplied by it which may bind the Bank or its principals or **Activa**;
 - (i) indemnify the Bank and **Activa** from and against all losses, expenses, and damages which it or they may suffer or incur as a result of failure of the Merchant to observe any of its obligations arising from any dispute between the Merchant and any customer in respect to goods and services;
 - (j) display prominently in its place or places of business the Card decal insignia and any related promotional material as supplied by **Activa** from time to time;
 - (k) not use any advertising or promotional material in relation to Cards except as authorised by **Activa**. The Merchant shall use advertising or promotional material only to indicate that Cards are acceptable as payment and shall not infringe upon the Card marks/logos in such a way as to create the impression that the Merchant's goods and/or services are sponsored or in any way affiliated to **Activa**;
 - (l) accept all Valid Cards for processing using PIN verification. All disputes in respect of goods and services effected through the use of a Card, shall be settled entirely between the Merchant and the Cardholder;
 - (m) retain full records and copies of all Sales Vouchers and Credit Vouchers for not less than eighteen months.
 - (n) if in response to an authorisation request the Merchant is advised to obtain or hold onto a Card or is given other instructions, the Merchant shall use their best efforts by reasonable and peaceful means to comply;
 - (o) comply with all legislative requirements;
 - (p) inform **Activa** in writing promptly of any change in the Merchant's nominated bank account number and provide a replacement direct debit authority signed by the authorised signatories to the account;
 - (q) inform **Activa** in writing a minimum of five (5) days in advance of any proposed change in the nature of the business undertaken by the Merchant;
 - (r) obtain the prior approval of the Bank and **Activa** and execute any additional documentation required before accepting Transactions arising from situations where the Card is not present, where Transactions are initiated or processed via the internet. Additional documentation executed for where the Bank and **Activa** have consented to the Merchant performing these additional services shall form part of this Agreement and be attached as an addendum;
 - (s) keep all systems and media containing Card account, Cardholder or Transaction information (physical or electronic, including but not limited to, account numbers and Sales Vouchers) in a secure manner, to prevent access by or disclosure to anyone other than authorised personnel of the Merchant, the Bank or **Activa**. The Merchant must destroy in a manner that will render the data unreadable all such media that the Merchant no longer deems necessary or appropriate to store.
- 4.0 Merchant Services Provided by the Bank**
- 4.1 The Bank agrees with the Merchant that it will:
- (a) accept all valid Sales Vouchers and Credit Vouchers issued by the Merchant relating to this Agreement;
 - (b) forward to the Merchant once each calendar month at the end of the month a separate statement showing the amount of all Transactions during the previous month, by site and card type in a format to be agreed by the Parties.
- 4.2 For all Transactions, the Bank will arrange for the Merchant's nominated bank account to be credited with the equivalent amount debited to the Cardholder's Card. This will take place on the same bank business day or the following bank business day if the Transaction is effected after the Merchant's settlement cut-off.
- 5.0 Fees**
- Registration Fee**
- 5.1 A registration fee may be payable by the Merchant. Prior to the signing of this Agreement by all parties, the Merchant will be advised whether a registration fee is payable and, if so, the amount of the registration fee. If applicable, the registration fee will be direct debited from the Merchant's bank account nominated for this purpose on the 10th bank business day after the Commencement Date.
- Fees on Card Transactions**
- 5.2 Each month a Merchant Service Fee will be calculated as at the close of business on the last bank business day of the month. The Merchant Service Fee will be based on the total value of all Card Sales Vouchers for the current month up to that time, less refunds, invalid Sales Vouchers, and charge backs. This Merchant Service Fee will be direct debited from the Merchant's bank account nominated for this purpose on the 10th bank business day following the end of the month processing date.
- 5.3 Upon the signing of this Agreement by all parties, the Merchant will be advised of the Merchant Service Fee rate to apply from the Commencement Date. The Bank may vary the rate to apply at any time and will provide the Merchant with 14 days notice of the variation in at least one of the following ways:
- (a) on the Merchant's monthly statement;
 - (b) by letter to the Merchant;
 - (c) by statements in the media.
- 5.4 The amount of the Merchant Service Fee to be debited will be specified on the statement of Merchant Card Transactions issued following the close of business each month and mailed to the Merchant.
- 6.0 Invalid Sales Vouchers**
- 6.1 A Sales Voucher shall not be valid if:
- (a) the Transaction it records is illegal;
 - (b) the Card is not current or has expired at the time of the Transaction;
 - (c) the Card is listed on any hot list or warning bulletin or other notice issued to the Merchant from time to time;
 - (d) the price charged to the Cardholder for any items of goods or services on the Sales Voucher is in excess of the Merchant's normal price as mentioned in clause 3.1(b);
 - (e) the Cardholder asserts that the Sales Voucher in respect of any Transaction is unauthorised. Transactions using a PIN are considered authorised by the Cardholder;
 - (f) the Transaction it records was a cash advance only;
 - (g) the Merchant has failed to observe this Agreement or any conditions as stated in the Merchant Operating Guide.
- 7.0 Charge Backs**
- 7.1 **Activa** will manage the charge back process for the Merchant. Authorisation for a Transaction is not a guarantee of payment by the Bank. Accordingly, on instructions from **Activa** the Bank may refuse to accept, or having accepted, may charge back to the Merchant any Sales Voucher if:
- (a) the Sales Voucher is not a valid Sales Voucher;
 - (b) the Cardholder disputes his liability for any reason;
 - (c) the Cardholder asserts a claim or set-off or a counterclaim;
 - (d) **Activa** or the Bank or its principals dispute liability for any reason;
 - (e) the Merchant is unable to make available to the Bank copies and records of Sales Vouchers as required by clause 3.1(m) of this Agreement.
- 8.0 Warranty**
- 8.1 Subject to clause 8.2 the Bank has no liability to the Merchant for:
- (a) the failure of the card payment system;
 - (b) the failure by the EFTPOS Service Provider to comply with its obligation under the EFTPOS Services Agreement;
 - (c) the failure of any EFTPOS terminal.
- 8.2 The Bank hereby indemnifies the Merchant against all losses, claims expenses or liabilities incurred or suffered by the Merchant as a result of:
- (a) the failure of the card payment system; or
 - (b) the unauthorised use of the card payment system; where the failure or the unauthorised use of the card payment system is a consequence of the wilful default, negligent acts or omissions of the Bank, its employees or agents.
- 8.3 The liability of the Bank under clause 8.2 shall not extend to any indirect or consequential loss or damage suffered by the Merchant.
- 8.4 The Merchant hereby indemnifies the Bank against all losses, claims, expenses or liabilities incurred or suffered by the Bank as a result of:
- (a) the failure of the card payment system; or
 - (b) the unauthorised use of the card payment system; where that failure or the unauthorised use of the card payment system is a consequence of the wilful default, negligent acts or omissions of the Merchant, its employees or agents.
- 8.5 The liability of the Merchant under clause 8.4 shall not extend to any indirect or consequential loss or damage suffered by the Bank.
- 9.0 Termination**
- 9.1 This Agreement shall terminate in the following circumstances:
- (a) by agreement of the Parties;
 - (b) by ten (10) days notice in writing given by one Party to the other Parties; or
 - (c) in the event of termination of the EFTPOS Services Agreement.
- 9.2 A Party may by notice in writing to the other, terminate this Agreement:
- (a) if one of the other Parties has an order made by the Court, or passes a resolution for the winding up of that Party, or a receiver, administrator or similar officer is appointed in respect of any of its assets, or the Party becomes insolvent;
 - (b) if one of the other Parties breaches this Agreement in a material respect, and the breach:
 - (i) is not capable of remedy; or
 - (ii) if capable of remedy, is not remedied within 7 days of receipt by the defaulting Party of a notice setting out details of the claimed breach and requesting remedy of the breach.
- 9.3 Termination of this Agreement shall be without prejudice to the rights of a Party against the other Parties in respect of any obligations remaining unfulfilled at the date of termination.
- Return of Materials**
- 9.4 The Merchant agrees to return to Card decals and promotional material, upon the termination of this Agreement.
- 10.0 Suspension**
- 10.1 For the purposes of this clause 10, "Service" shall mean the processes and procedures by which the Bank will collect and acquire from the Merchant Transactions generated from the Merchant's business.
- 10.2 In the event that the Bank:
- (a) considers on reasonable grounds that the Merchant or any of its employees may have been or may be likely to use the Service fraudulently or where the security or integrity of the Service has been, or is likely to be, jeopardised by the Merchant or by any other person; or
 - (b) is unable to debit the account of the Merchant in accordance with the provisions of clause 3.1(g) due to insufficient funds in the account of the Merchant,
- then the Bank may either immediately and without notice suspend availability of the Service to the Merchant or redirect any transaction settlement proceeds received or due to the Merchant into a suspense account until such time as the Bank has resolved that such fraudulent use or threat to the Service's security or integrity has not occurred or is not likely to occur or is able to debit the account of the Merchant in accordance with clause 3.1(g) (as appropriate).
- 11.0 Dispute Resolution**
- 11.1 **Activa** and the Merchant agree to use their best efforts to resolve any dispute, which may arise under this Agreement through good faith negotiations. Litigation shall not be commenced in relation to this Agreement unless the following procedure has first been followed:
- (a) **Activa** and the Merchant first meet for the purpose of endeavouring to resolve the dispute on mutually acceptable terms; and
 - (b) if no resolution is reached, the dispute shall be submitted to mediation in accordance with the following:
 - (i) either Party may initiate mediation by giving written notice to the other Party;
 - (ii) if the Parties cannot agree a mediator within two working days of the notice, the President for the time being of LEADR (Lawyers Engaged in Alternative Dispute Resolutions) or its successor will select the mediator;
 - (iii) the Parties shall continue to perform their obligations under this Agreement as far as possible as if no dispute had arisen and pending the final settlement of any matter referred to in mediation.
- 11.2 Nothing in this clause 11 shall preclude either Party from taking immediate steps to seek injunctive relief before a New Zealand court.
- 12.0 Helpdesk**
- 12.1 If the Merchant has any queries in relation to this Agreement it should contact **Activa** on 0800 333 550.
- 13.0 Combination**
- 13.1 The Merchant authorises the Bank at its discretion to combine the Merchant's account with any or all other accounts whether alone or together held at the Bank and to set off any credits in those accounts against any amount due and payable to the Bank by the Merchant:
- (a) on death or bankruptcy of any partner;
 - (b) at the discretion of the Bank, if any Merchant is in breach of this Agreement;
 - (c) where funds are owing to the Bank by reason of any charge back effected pursuant to clause 7 of this Agreement;
 - (d) upon termination of this Agreement.
- 14.0 Consent**
- 14.1 The Merchant authorises the Bank and **Activa** to obtain, check, exchange and supply with any source, including any other credit providers and credit reference agencies, any information collected and held at any time in connection with this Agreement. The Merchant's execution of this Agreement shall also operate as an authority to each source to provide information about the Merchant to the Bank and **Activa** which it may require in connection with this Agreement.
- 14.2 Without limiting the generality of clause 14.1, the Merchant authorises the Bank and **Activa** to use all data and information collected in respect of each Transaction for the purposes of performing their obligations under this Agreement and for market research.
- 14.3 Pursuant to the Privacy Act 1993 the Merchant if an individual, shall note:
- (a) this Agreement collects personal information about you;
 - (b) the information is being collected to determine your suitability or continued suitability as a Card Merchant;
 - (c) the intended recipients of the information are the Bank, **Activa**, other providers of credit, and credit reference agencies;
 - (d) the information is being collected and held by the Bank's Card Services Department, PO Box 35, Auckland and **Activa**, Level 1, Quay Tower, 29 Customs St West, Auckland;
 - (e) failure to provide this information may result in your Agreement for Merchant status being declined, or cancelled;
 - (f) you do have rights of access to, and correction of, this information to the extent that it is not evaluative material pursuant to s.29(1)(b) Privacy Act 1993.
- 15.0 Miscellaneous**
- Whole Agreement**
- 15.1 Subject to clauses 1.5 and 3.1(r), the Parties acknowledge that this Agreement contains the whole agreement between the Parties and supercedes all or any prior oral or written undertakings, representations or commitments of any kind. No modification of this Agreement shall be of any force or effect until such modification is in writing and is signed by all Parties.
- Governing Law**
- 15.2 This Agreement is governed by and is to be construed in accordance with New Zealand law.
- Variations**
- 15.3 The Bank and **Activa** (acting in agreement) reserve the right to vary the terms of this Agreement from time to time and to provide a minimum of 14 days written notice of the variation to the Merchant.
- Assignment**
- 15.4 The Merchant is not entitled to assign this Agreement without the prior written consent of the Bank and **Activa**.

CONDITIONS OF THIS AUTHORITY TO ACCEPT DIRECT DEBITS

1. The Initiator:

- (a) Undertakes to give written notice to the Acceptor of the commencement date, frequency and amount of the Direct Debit at least 10 calendar days (but no more than 2 calendar months) before the first Direct Debit is drawn. 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 me/us with a schedule detailing each payment amount and each payment date. In the event of any subsequent change to the frequency or amount of the Direct Debit, the Initiator has agreed to give written notice at least 30 days before that change comes into effect.
- (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 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) The Bank accepts no responsibility or liability for the accuracy of information about Direct Debits on Bank Statements.
- (e) 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.
- (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 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) Charge its current fees for this service in force from time-to-time.