

## DIRECT DEBIT INFORMATION

### 1.1 Introduction

Direct debiting essentially involves an agreement between the NZCPT and the parent/payer of the school fees whereby the NZCPT can collect the payment due by initiating a debit on the customer's nominated bank account through the NZCPT's bank account. For the parent, the benefits are in not having to write a cheque and, provided there is enough money in the payer's bank account, the payment of the account automatically. The benefits for the school is better management of outstanding debt and cash flows and a single point of contact for any queries.

### 1.2 The Role of the Acceptor (Payer/Parent)

The Direct Debiting process accords protection to the Acceptor ( Payer/Parent) whose account is being debited as follows:

1.2.1 The right to provide consent to accept direct debits to their bank account through an Authority to Accept Direct Debits. The terms of the Authority signed by the Acceptor cannot be varied at the discretion of the Initiator (NZCPT).

1.2.2 The ability to cancel an Authority at any time by giving appropriate instructions to the Acceptor's bank. The instructions will be effective immediately, and all future payments will be terminated. The instructions can also be amended by contacting the NZCPT at any time. **The Acceptor MUST advise the NZCPT if direct debiting arrangements are cancelled or need to be amended so that the NZCPT's records can be updated so that future payments can be stopped/amended timeously.**

### 1.3 The Role of the Initiator (the NZCPT)

1.3.1 Obtain the consent of their Acceptors to initiate direct debits to their account by using an Authority to Accept Direct Debits form and providing the Acceptors with advice as to its principal terms and conditions.

1.3.2 Allow a period of at least 10 clear business days, after forwarding the Acceptor's Authority to the Acceptor's bank, before initiating the **first** direct debit.

1.3.3 Initiate direct debits strictly within the terms of the notice given to the Acceptor. The terms and conditions that bind the Initiator with a particular Acceptor are stated on the reverse of the Authority signed by the Acceptor.

1.3.4 Amend its records when advised by an Acceptor that the Authority has been cancelled, and advise the Acceptor's bank branch of the same.

KingsWay School

Name of account to be debited:

**AUTHORITY TO ACCEPT DIRECT DEBITS**  
(Not to operate as an assignment or agreement)

Account details:

Bank	Branch	Account Number	Suffix
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To: The Manager, (Please Print Full Postal Address Clearly for Window Envelope)

Bank Branch

.....

Address (P O Box)

.....

Town/City

.....

**AUTHORISATION CODE**

1	2	0	9	9	2	4
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Date \_\_\_\_\_

I/We authorise you until further notice in writing to debit my/our account with you all amounts which

**NEW ZEALAND CHRISTIAN PROPRIETORS TRUST**  
(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.

Information to appear in my/our bank statement

PAYER PARTICULARS	PAYER CODE	PAYER REFERENCE
<input type="text"/>	<input type="text"/>	<input type="text"/>

NAME OF ACCOUNT

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AUTHORISED SIGNATURE(S)

For Bank Use Only			
<p>Approved</p> <p>0992 01/09</p>	<p>Date Received:</p>	<p>Recorded By:</p>	<p>Checked By:</p>
			BANK STAMP

**CONDITIONS OF THIS AUTHORITY**

**1. The Initiator:**

**(a) Regular Debits**

The Initiator undertakes to give written notice to the acceptor of the commencement date, frequency and amount at least 10 calendar days before the **first** Direct Debit is drawn, (but not more than 2 calendar months). 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.

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.

In the event of any subsequent change to the frequency or amount of the regular Direct Debits, the Initiator has agreed to give advance notice *at least 30 days before* the changes come into effect. This notice must be provided either:

- (i) in writing; or
- (ii) by electronic mail where the Customer has provided prior written consent to the Initiator.

- (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 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.
- (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 disputes lie between me/us and the Initiator.
- (d) The Bank accepts no responsibility or liability for the accuracy of information about payments 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 the payments 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.