

EZYPAY PAYMENT TERMS & CONDITIONS

Definitions

"Application Form" means the application form to be completed and signed by the Member.
"Payment Authority" means the authority for direct debits to be completed and signed by the Member.
"Ezypay" is the outsourced billing company commissioned by the Principal to undertake and administer direct debits on their behalf.
"Member" means the person or organisation named as such on the Application Form.
"Payment Request Form" The detail found on the reverse side including all its sections.
"Principal" means the organisation named as such on the Application Form.
"Terms and Conditions" means these terms and conditions as varied from time to time.

Payment Authority

(a) Members who wish to make payments by direct debit must complete and sign the Payment Authority provided and agree to be bound by the following Terms and Conditions.
(b) The Member authorises Ezypay to make periodic debits from the Member's nominated account for the amounts and at the frequency outlined in this Payment Request Form and/or the Application Form and as otherwise provided in these Terms and Conditions on behalf of the Principal.

Variations

(a) The Member authorises the Principal to vary the amount, frequency and date of payments from time to time and authorises Ezypay to vary the payments upon instructions from the Principal subject to the requirements for notice contained in the Payment Authority.
(b) The Member must direct any request for a variation to the direct debit arrangement to the Principal. Ezypay will not act upon instructions directly from a Member.

Liability of Ezypay

(a) The Member acknowledges that Ezypay is acting as a direct debit agent for the Principal only and does not provide any goods and services, (and therefore no tax invoices to the Member) and has no express or implied liability in relation to any goods or services provided by the Principal.
(b) Ezypay will not be responsible for any delay that may occur in the processing of a direct debit if:
(i) There is a public holiday on the day or on the day after a payment is due to be made by direct debit;
(ii) A payment is received either on a day which is not a business day or after the normal close of business on a business day; or
(iii) Ezypay does not receive the Payment Authority in sufficient time to process the direct debit.
(c) Ezypay will not be liable for any faults in the direct debit of the nominated account caused by, but not limited to, events such as fraudulent activity, security hacking and environmental disasters. Due to the technology systems used by Ezypay to facilitate the direct debits, Ezypay is not able to and does not give any express or implied warranty that any direct debit service it provides will be continuous or fault free. Ezypay will not be liable for any failure or delay in any payment due to any cause beyond its reasonable control. In no circumstances will Ezypay be liable for any indirect or consequential loss or damage.

Responsibilities to Ezypay

(a) The Member is responsible for notifying Ezypay of any changes in the nominated account.
(b) The Member is responsible for informing Ezypay of changes to contact details.
(c) The Member is responsible for ensuring that sufficient funds are available in the nominated account to meet any direct debit. The Member will be liable for a failed payment fee for each unsuccessful debit payment in addition to any fees or expenses charged by the Member's bank or financial institution, and any collection fees and legal costs incurred by Ezypay or its agents in recovering any unsuccessful debit payments.
(d) If the Principal authorises, the Member may be liable to pay a transaction fee for each direct debit & once-off load fee.
(e) The Member authorises Ezypay, in conjunction with the Principal, to re-bill their account as appropriate in an attempt to recover outstanding payments.
(f) The Member shall provide not less than seven days notice in writing to Ezypay of the Member's wish to cancel this direct debit arrangement. Ezypay shall be entitled to direct debit any payments due for a period of seven days following receipt of such notice and shall thereafter cancel the direct debit arrangement. The cancellation of any direct debit arrangement with Ezypay will not affect or terminate any contract or agreement or other obligation the Member may have with the Principal.
(g) Any dispute regarding any direct debit payment should be directed to the Principal in the first instance.

Privacy

(a) The Member authorises Ezypay to verify the details of the nominated account with the Member's bank or financial institution and make such enquiries regarding the Member's credit worthiness as Ezypay shall think fit.
(b) The Member authorises the Member's bank or financial institution to release information to Ezypay to verify the details of the nominated account and authorises any other party to provide to Ezypay such information regarding the Member's credit worthiness as Ezypay may require.
(c) The Member authorises Ezypay to notify any debt collection/credit reporting agency of any default by the Member with regard to any obligation under these Terms and Conditions.
(d) The Member authorises Ezypay to retain personal information regarding the Member for the purpose of this direct debit arrangement and authorises Ezypay and its related entities to use such personal information for the purposes of marketing products, services and special offers relating to the provision of direct debit services and other related financial products and services.
(e) The Member has the right under the Privacy Act 1993 to obtain access to and request correction of any personal information concerning the Member held by Ezypay.

General

(a) Ezypay may vary these Terms and Conditions from time to time by posting any changes on Ezypay's website: www.ezypaynz.co.nz. Any variations to these Terms and Conditions will be effective 14 days after posting on Ezypay's website.
(b) Ezypay may terminate the Payment Authority and cease to provide its direct debit services to the Member at any time by written notice.
(c) Ezypay may communicate with the Member by phone or in writing. For the purposes of these Terms and Conditions writing shall include email (including txt or sms messaging, email or mail)

CONDITIONS OF THIS DIRECT DEBIT AUTHORITY

1. The Initiator:

10 Day Advance Notice of Each Direct Debit
(a) Has agreed to give the Acceptor written advance notice of the net amount of each Direct Debit and the due date of debiting at least 10 calendar days before (but not more than 2 calendar months) the date the Direct Debit will be initiated. The advance notice will be provided either:
(i) in writing; or
(ii) by electronic mail where the Customer has provided prior written consent to the Initiator. The advance notice will include the following message: "Unless advice to the contrary is received from you by (*date), the amount of \$_____ will be directly debited to your Bank account on (initiating date)". *This date will be at least two (2) days prior to the due date to allow for the amendment of Direct Debits.

Regular Payments

(b) 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.

Same Day Debiting (Customer Authorised Debit)

(a) Will not initiate a Direct Debit on my/our account unless authorisation is received from me/us in accordance with the terms and conditions agreed between me/us and the Initiator of each amount to be debited from my/our account. Has agreed to send notice of the net amount of each Direct Debit and the due date of debiting after receiving authorisation from me/us under clause 1 (c) but no later than the date the Direct Debit will be initiated. 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. The notice will include the following message: "The amount \$.....was direct debited to your bank account on (initiating date)."
(b) Charge its current fees for this service in force from time-to-time.
(c) 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 (b) and (c) 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(b) 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.

