

Ezypay Customer Term and 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

The small print....

EZYPAY[®]

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.
- h. I acknowledge that Ezypay may charge a data handling fee of up to \$3.00 payable quarterly in October, January, April and July each year.

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.
- 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, txt messaging, mail or fax.