

## **BISHOP OF VICTORIA ACCOUNTS**

# **Definitions**

In this Agreement: "I", "We", "Our", "My", "Me", "Payor" refers to the person signing this Agreement;

Pre-Authorized Debit ("PAD"): means a pre-authorized debit payment time in electronic form drawn pursuant to this agreement on my account at my Financial Institution ("FI").

### Operation

I understand and undertake that:

 this authorization is for the benefit of BISHOP OF VICTORIA ("the Company") And my financial institution ("FI") where I have my account. My FI agrees to process debits against my account in accordance with the rules of the Canadian Payment Association ("CPA");

(b) giving this authorization to the Company is the same as giving it to my FI;

(c) my FI is not required to verify that the PAD conforms with my authorization;

 (d) my FI is not required to verify that the purpose of payment to which this PAD relates has been fulfilled;

(e) revoking this authorization does not terminate any contract between me and the Company. My authorization applies only to the method of payment and has no bearing otherwise on the contract;

### Pre-Notification

The Company and I agree to hereby waive all notification requirements from the Company for variable amount PADs.

#### Cancellation

I/We may revoke my/our authorization at any time, subject to providing notice of at least 10 days prior to next debit due date. I/We must advise the Company in writing or by signing the cancellation area below. To obtain a sample cancellation form, or for more information on my right to cancel a PAD Agreement, I/We may contact my FI or visit www.cdnpay.ca.

I authorize the processing of a PAD through my account as detailed below:

Payor Name(s):	_
Name of FI	_
Address of FI:	Phone:
MICR Field Information (attach a void cheque if possible):	
Branch# Bank#	Account#
Frequency: One-Time Monthly Semi-Monthly	Weekly Bi-Weekly Other (Specify)
Amount:  Fixed \$ Variable \$	This is a: Personal Business
This PAD is for: X Transfer to account#:	
I understand and agree to the terms and conditions of this Agreement.	
Date Signature	
[]	
Authorization to cancel PAD	Company Name
	Address:
Signature	Tel:
Date	Fax:
2440	Encelle

## PAD AGREEMENT

# The Account

I confirm that:

(a) all persons required to sign on my account with my FI have signed this agreement;

(b) I certify that all of the personal and account information recorded in this Agreement is correct. I will inform the Company in writing of any change to such Information at least 10 business days prior to the next due date of the PAD. **Dispute and Reimbursement** 

I/We have certain recourse rights if any debit does not comply with this agreement. For example, I/We have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on my/our recourse rights, I/we may contact my/our

Fl or visit www.cdnpay.ca.

## I understand that:

- (a) I may dispute a PAD and may claim for reimbursement if:
   (i) the PAD was not drawn in accordance with this Agreement; or
   (ii) the Agreement was revoked; or
  - (iii) no Agreement exists between me and the purported payee.

(b) if I am claiming reimbursement, I must, within 90 calendar days of the date of posting of a personal PAD or Funds Transfer PAD or 10 business days in the case of a Business PAD, complete a declaration to my FI that I have a claim for one of the reasons given in the preceding paragraph;

(c) in the case where the declared condition is "no Agreement exists between me and the purported Payee", I may claim reimbursement within 90 calendar days after the posting date on my account statement which shows the improperly processed debit;

(d) any claim relating to a PAD which is advanced after the expiry of the time in the preceding paragraph or any Funds Transfer PADs is strictly a matter between me and the Company.