



DISTRICT OF HOPE
Pre-authorized Payment Agreement

ROLL# _____

GENERAL INFORMATION

Account Holder(s) Name(s) and Address(es) (the "Payor:)

Phone #:

Payee Name and Address (The "Payee")

DISTRICT OF HOPE
325 WALLACE STREET
P.O. BOX 609
HOPE, B.C. VOX ILO

PAYMENT DETAILS

Specimen cheque marked "VOID" attached.

Table with payment details including Purpose of Payment (PROPERTY TAXES), Payment Type (Personal/Household PAD, Business PAD), Debit Account, Amount of Payment, Beginning/Ending dates, Frequency (Monthly), and Credit Account.

AUTHORIZATION

By signing this Agreement the Payor acknowledges having received and having read a copy of this Agreement including the terms and conditions on page 2, acknowledges understanding the terms and conditions of this Agreement, and agrees to be bound by the terms and conditions of this Agreement

Payor Signature(s)

Date

Note: If only one signature is required for the account, then only one payor need sign. However, if two or more signatures are required, then both or all payors must sign.

ALTER EXISTING PAYMENT (Ten business days' notice required) *** NOTE: Start & end dates never to include month of June or July ***

Table with 3 columns: NEW AMOUNT, START DATE, END DATE. Three rows for different payment alterations.

Payor Signature

Date

Payor Signature

Date

Payor Signature

Date

TEMPORARILY SUSPEND PAYMENT (Ten business days' notice required) *** NOTE: Dates never to include month of June or July ***

Table with 2 columns: MONTH TO SUSPEND, MONTH TO RESTART. Three rows for different suspension periods.

Payor Signature

Date

Payor Signature

Date

Payor Signature

Date

CANCEL PAYMENT (Ten business days' notice required)

The Payor hereby authorized cancellation of this Pre-authorized Payment Agreement effective: _____

Payor Signature(s)

Date

TERMS AND CONDITIONS

- 1. Definitions** - In this Agreement: "PAD" means a pre-authorized debit in paper, electronic, or other form, drawn pursuant to this Agreement on payor's account held by the Processing Institution and includes both personal/household PADs and business PADs.

"Personal/household PAD" means a PAD drawn on the Payor's account for payments such as, but not limited to, mortgage installments, utility bills, insurance premiums, membership fees, property taxes, credit card billings, and payment for other consumer goods and services.

"Business PAD" means a PAD drawn on the account of a Payor such as, but not limited to, a corporation, an organization, a trade, an association, a government entity, a profession, a venture, or an enterprise, for the payment of goods and services related to the commercial activities of the payor.

- 2. Purpose of Agreement** - The Payor acknowledges that this Agreement is provided for the benefit of the Payee and the Processing Institution and is provided in consideration of the Processing Institution agreeing to process debits against the Payor's account in accordance with the Rules of the Canadian Payment Association.
- 3. Valid Signing Authority** - The Payor warrants and guarantees that all persons whose signatures are required on the account to be debited have signed this Agreement.
- 4. Authority to Debit Account** - The Payor hereby authorizes the Payee to draw on the account designated on page 1 for the purpose designated on page 1.
- 5. Right to Cancel** - The Payor may cancel this Agreement at any time upon providing notice of revocation to the payee.
- 6. Pre-notification of Personal/household PADs** - If this Agreement is for a Personal/household PAD, and:
- the PAD is for a fixed amount, the Payee will provide the Payor with written notice at least 10 calendar days before the due date of the first PAD and such notice every time there is a change in the amount or payment date(s); or
 - the PAD is for a variable amount, the Payee will provide the Payor with written notice of the amount to be debited and the due date(s) of debiting at least 10 calendar days before the due date or every PAD; or
 - The PAD plan provides for the issuance of a PAD in response to a direct action of the Payor (such as, but not limited to, a telephone instruction) requesting the Payee to issue a PAD in full or partial payment of an obligation of the Payor to the Payee, the 10-day pre-notification is waived.
- 7. Pre-notification of Business PADs** - If this Agreement is for a Business PAD, the Payor and the Payee agree to waive the pre-notification requirements set out in clause 6. of this Agreement.

- 8. Account Information** - The Payor certifies that the information provided in this Agreement with respect to the Payor's account is accurate and undertakes to inform the Payee, in writing, of any change to the account information before the next due date of the PAD.

- 9. Validation by Processing Institution** - The Payor acknowledges that the Processing Institution is not required to verify that a PAD has been issued in accordance with the terms of this Agreement. The Payor further acknowledges that the Processing Institution is not required to verify that the purpose of payment for which the PAD was issued has been fulfilled by the Payee as a condition of honouring a PAD issued or caused to be issued by the Payee on the Payor's account.

- 10. Contract for Goods or Services** - Revocation of the Payor's authorization applies only to the method of payment and does not terminate any contract for goods or services that exists between the Payor and the Payee.

- 11. Disputing a PAD** - The Payor may dispute a PAD if:
- The PAD was not drawn in accordance with the Payor's authorization; or
 - the Payor's authorization was revoked; or
 - the Payor did not receive pre-notification, as set out in clause 6. of this Agreement.

The Payor acknowledges that the Payor must complete a declaration that either a), b), or c) took place to be reimbursed for a PAD. The Payor must present the declaration to the branch of the Processing Institution holding the Payor's account up to and including:

- 90 calendar days in the case of a personal/household PAD; and
- 10 business days in the case of a business PAD

after the date on which the PAD in dispute was posted to the Payor's account.

The Payor acknowledges that if the Payor is disputing:

- a personal/household PAD after 90 calendar days; or
- a business PAD after 10 business days

from the date on which the PAD in dispute was posted to the Payor's account, the dispute will be resolved solely between the Payor and the Payee.

- 13. Disclosure of Information** - The Payor authorizes disclosure of the information contained in this Agreement to the Payee's financial institution for the purposes of setting up a PAD plan.

- 14. Delivery of Agreement** - The Payor acknowledges that provision and delivery of this Agreement to the Payee constitutes delivery by the Payor to the Processing Institution.