



### 3. Trade References

1. Name:	Telephone No: (    )
2. Name:	Telephone No: (    )
3. Name:	Telephone No: (    )

### 4. Marketing Information

Please put your email address to receive Special Deals via email

E-mail Address: \_\_\_\_\_

### 5. Signatures

The Customer:

- a) Confirms that the information provided is true and correct and acknowledges that Q-Liquid may terminate the Agreement if the information is incorrect.
- b) Agrees to be bound by the Agreement (including this Account Application Form, the attached Agreement terms and the Guarantee and Indemnity Form).
- c) Confirms that it has not withheld any information which Q-Liquid should be aware of in considering the Application.
- d) Accepts that the Application, the Agreement terms attached, and the Guarantee and Indemnity Form are the basis on which Q-Liquid agrees to open a Trading Account.
- e) Accepts that ownership of the Goods is subject to (without limitation) the "Risk and Security Interest" section in the Agreement.
- f) Agrees to grant the security interests set out in the "Risk and Security Interest" section in the Agreement.
- f) Accepts that Q-Liquid may obtain, use and disclose personal and customer information for credit assessment, debt collection and marketing information as detailed in the "Information Use" section in the Agreement.
- g) Confirms that the Agreement has been read & understood and that the Goods are supplied subject to it.
- h) Confirms that the signatory has the authority of the Customer to sign the Application.

Note: where the Applicant is a company or a partnership, at least two authorised directors/partners are requested to sign the Application.

Name	Signature	Position
Print Full Name of applicant(s) or directors or all partners	Signature	Position in Company
Print Full Name of applicant(s) or directors or all partners	Signature	Position in Company
Print Full Name of applicant(s) or directors or all partners	Signature	Position in Company
Print Full Name of applicant(s) or directors or all partners	Signature	Position in Company

WITNESS SIGNATURE - In the presence of:

Print Full Name and address of witness	Signature of Witness	Date

#### IMPORTANT!

- \*\* This form must be accompanied by a) signed direct debit authority and b) guarantee and indemnity form
- \*\*\* Failure to complete all documents in full may result in the delay or refusal of your credit application

## The Agreement

Please read the following terms and conditions carefully. They apply to all Goods supplied by Q-Liquid at the request of the Customer.

### Definitions

"Address for Service" means the postal address or fax number last notified by the Customer in writing.

"Agreement" means the terms and conditions relating to the operation of the Trading Account as set out in this agreement including the Application and Guarantee and Indemnity Form.

"Application" means the application for Trading Account made by the Customer.

"Customer" means the person or legal entity described in the Application, and buying the Goods from

"Default Event" means an event where

- a) the Customer fails or in Q-Liquid's opinion is likely to fail, to comply with the terms of the Agreement, or any other contract with Q-Liquid; or
- b) the Customer commits an act of bankruptcy; or
- c) the Customer enters into any composition or arrangement with creditors; or
- d) if the Customer is a company:
  - aa) the Customer does any thing which would make it liable to be put into liquidation or enters into voluntary administration; or
  - bb) fails to provide a director's certificate of solvency within 10 days of receiving a written demand from Q-Liquid; or
  - cc) a receiver or statutory or official manager is appointed over all or any of the Customer's assets; or
  - dd) a resolution is passed, or an application is made for the liquidation of the Customer; or
  - ee) the ownership or effective control of the Customer or the Customer's business is transferred, or the nature of the Customer's business materially altered without prior written consent from Q-Liquid.

"Due Date" means the date notified by Q-Liquid to the Customer by which payment must be made.

"Goods" means goods and/or services provided by Q-Liquid at the request of the Customer.

"PPSA" means the Personal Property Securities Act 1999.

"Price" means the purchase price of the Goods and any other costs payable by the Customer under the Agreement.

"Sum Owing" means the Price charged by Q-Liquid for the Goods and any other amounts which Q-Liquid is entitled to charge under the Agreement and which remain unpaid.

"Q-Liquid" means Q-Liquid Limited and any company which is directly or indirectly a subsidiary of

"Trading Account" means the credit account provided by Q-Liquid, at the request of; and for the Customer, to enable receipt of Goods prior to payment.

### Price

1. The Customer shall pay the Price stated on the invoice issued by Q-Liquid.
2. The Price shall include goods and services tax and any other taxes, duties and levies payable in respect of the Goods at the date of the invoice.
3. Q-Liquid may:
  - 3.1 alter the Price without notice and the Customer acknowledges that the Price of the Goods may be different from the Price quoted or the Price current when the Goods are ordered,
  - 3.2 impose a credit limit at its discretion, and alter the credit limit without notice. Where the credit limit is exceeded, Q-Liquid reserves the right to refuse to supply Goods to the Customer. The Customer acknowledges that the credit limit is for Q-Liquid internal use only and that the Customer remains liable for all amounts it owes including those that exceed the credit limit.
4. The Customer shall pay the Sum Owing to Q-Liquid in full without any deductions, whether by way of set off, counter claim, or any other equitable or legal claim.

### Payment Terms

5. The Customer shall pay all amounts due to Q-Liquid on the Due Date. Supply of Goods may be discontinued without notice in the event that payment is not received by the Due Date.
6. Q-Liquid may apply any payment received from or on behalf of the Customer in reduction of the Sum Owing as Q-Liquid thinks fit, and may apply any payment first against interest owing.
7. The Customer accepts:
  - 7.1 that Q-Liquid continues to supply the Goods on condition that all payments received by Q-Liquid from the Customer are valid and made in the ordinary course of the Customer's business.
  - 7.2 Q-Liquid receives all payments in good faith and in the reasonably held belief as to the validity of those payments unless and until the Customer gives notice in writing to Q-Liquid:
    - 7.2.1 of the Customer's inability to pay its due debts; and
    - 7.2.2 that the Customer's purpose in making such payment is to enable Q-Liquid to receive more towards satisfaction of the Sum Owing than it would otherwise have received or have been likely to have received in any liquidation/insolvency of the Customer.

Notwithstanding receipt of such notice from the Customer, the Customer shall continue to make payments for Sums Owing, and receipt of such notice shall not invalidate any payments made unless any liquidator of the Customer can demonstrate that the circumstances set out in clauses 7.2.1 and 7.2.2 existed at the time of the payment(s).

## Delivery

8. Unless the parties otherwise agree in writing, delivery shall be deemed to be effected upon the transfer of possession of the Goods to:
  - a) the Customer,
  - b) the delivery address detailed on the invoice, or
  - c) the Customer's agents.
9. If Q-Liquid is to deliver the Goods and delivery is delayed for any reason, Q-Liquid shall not be liable to the Customer or any other party for any loss sustained due to such delay and Q-Liquid reserves the right to cancel delivery of the Goods or such instalments thereof without prejudice to its rights to recover the Sum Owing in respect of deliveries already made.
10. Where the Customer fails to uplift or accept the Goods by the delivery dates specified or such later date as the parties agree, the Customer shall pay reasonable storage costs until such time as the Customer uplifts or accepts the Goods, such costs to be determined by Q-Liquid.
11. If Q-Liquid is to deliver the Goods and the Goods are ready for delivery on the dates specified by the order of the Customer but the Customer does not take delivery when requested by Q-Liquid to do so, Q-Liquid shall be entitled to invoice the Customer the Price irrespective of whether or not the Goods have been delivered.

## Risk and Security Interest

12. Risk of any loss, damage or deterioration of, or to the Goods, passes to the Customer on delivery (or from the time the Customer fails to accept the Goods or requests delayed delivery). The Customer shall insure the Goods for their full insurable value with Q-Liquid's interest noted on the insurance policy.
13. Ownership of the Goods remains with Q-Liquid and does not pass to the Customer until the Customer:
  - 13.1 pays the Sum Owing to Q-Liquid for all Goods supplied, or;
  - 13.2 in respect of particular Goods, resells the Goods in question.
14. The Customer grants:
  - 14.1 a purchase money security interest in the Goods and all proceeds from sales thereof to Q-Liquid as security for payment for the Goods and for the proceeds of sale received by the Customer from such Goods; and
  - 14.2 a security interest over all of the Customer's present and after acquired property to Q-Liquid as security for payment for the Goods and for any other amounts from time to time owing by the Customer to Q-Liquid, and for the performance by the Customer of all the Customer's other obligations to
15. While ownership of the Goods remains with Q-Liquid and the Goods secure the Customer's indebtedness and obligations:
  - 15.1 the Customer must store them separately, not mix them and identify them as belonging to Q-Liquid
  - 15.2 Q-Liquid authorises the Customer in the ordinary course of the Customer's business to use the Goods or sell them for full consideration
  - 15.3 this authority is revoked when:
    - 15.3.1 a Default Event occurs; or
    - 15.3.2 Q-Liquid notifies the Customer at the Address for Service that this authority is revoked
  - 15.4 as the Customer's agent (and pursuant to an irrevocable licence granted by the Customer) Q-Liquid may enter the premises where the Goods are stored and remove them, without being responsible for any damage caused and the Customer shall indemnify Q-Liquid against any claim or costs arising from such action
  - 15.5 the Customer must advise Q-Liquid immediately of a Default Event or any action by third parties (including any of the Customer's creditors) affecting Q-Liquid's interest in the Goods.
  - 15.6 Q-Liquid may resell any of the Goods and apply the proceeds of sale in reduction of the Sum Owing.
16. The Customer agrees to do anything that Q-Liquid reasonably requires to ensure that Q-Liquid has a perfected security interest in all of the Goods and a perfected purchase money security interest in the Goods and the proceeds of sale from the Goods, and all related costs of recovery.
17. If the Customer resells or uses the Goods before ownership in them has passed to the Customer, the proceeds of such sale or use shall be received and held by the Customer (in whatever form) in trust for Q-Liquid.
18. Q-Liquid may commence an action for the Price of the Goods sold even where ownership of the Goods may not have passed to the Customer.

## Contracting Out of the PPSA

19. The Customer waives the right to receive a copy of the verification statement confirming registration of a financing statement or financing change statement relating to the security interest under the Agreement.
20. The Customer agrees that that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to this Agreement, or the security under this Agreement, and waives the Customer's rights under sections 121, 125, 129 and 131 of the PPSA.

## Claims and Liability Limitation

21. Q-Liquid expressly:
  - 21.1 excludes all warranties, descriptions, representations or conditions whether implied by law, trade, custom or otherwise and whether relating to fitness, merchantability, suitability for purpose, or otherwise and all specific conditions even though such conditions may be known to Q-Liquid;
  - 21.2 excludes liability in any way to the Customer or any third party, whether in tort (including negligence), contract, or otherwise, for any loss or damage whatsoever, whether direct, or indirect, special, or consequential;
  - 21.3 states that in the event of any liability, its liability in respect of any order of the Goods shall be limited to the Price of the Goods

22. Q-Liquid may at its complete discretion, replace or give credit for the Goods established to be lost or defective provided that:
- 22.1 any claim must be notified to Q-Liquid within 24 hours of delivery of the Goods or, in the case of loss or non delivery of the Goods, within 7 days of the date of invoice, together with full particulars of any alleged loss or damage and supporting evidence and documentation;
  - 22.2 all claims in relation to damaged goods must specifically identify the defect and, where possible in relation to Goods be accompanied by the defective Goods or a sample and;
  - 22.3 the Customer shall take all steps to ensure that Q-Liquid has every opportunity to investigate the claim and Q-Liquid has the right to obtain salvage of any damaged Goods prior to payment of any claim.
23. If at any time the Customer expressly or by implication holds itself out as acquiring from Q-Liquid the Goods for resale or the Goods for the purposes of a business, all supplies of the Goods to the Customer by Q-Liquid shall be deemed to be for the purposes of the Customer's business (as that latter term is defined in the Consumer Guarantees Act 1993). In such event as between Q-Liquid and the Customer the guarantee provisions of the Consumer Guarantees Act 1993 are expressly excluded and shall not apply to any supplies of the Goods by Q-Liquid to the Customer.
24. If the Customer on sells the Goods it shall be a term of the sale contract that the Consumer Guarantees Act 1993 does not apply if the Goods are being acquired for business purposes. The Customer indemnifies Q-Liquid against any liability or cost incurred by Q-Liquid under the Consumer Guarantees Act 1993 as a result of any breach by the Customer of its obligations contained in the Agreement.

#### **Default**

25. Should a Default Event occur Q-Liquid may suspend or terminate the Agreement, and the Sum Owing shall immediately become due and payable notwithstanding that the Due Date has not arisen.
26. If the Customer does not pay the Sum Owing by the Due Date:
- 26.1 Q-Liquid may charge penalty interest at the default rate of 24% per annum in respect of the Sum Owing. Such interest shall accrue on a daily basis from the Due Date until payment in full, and is charged by way of damages for failure to pay and does not imply the granting of, or extension of, credit by Q-Liquid to the Customer.
  - 26.2 Q-Liquid may disallow any discounts previously granted (if any).
  - 26.3 the Customer shall be liable to pay all expenses and legal costs of Q-Liquid as between solicitor and client, together with any collection commissions and expenses incurred as a consequence of a Default Event and other recovery costs.

#### **Information Use**

27. The Customer agrees that:
- 27.1 The Customer irrevocably authorises Q-Liquid and its servants and agents to obtain from and give to persons certain information about you, including personal credit and customer credit information. This may include personal details such as your name, address, date of birth, employer, drivers licence, credit history and creditworthiness (including any payments overdue and serious credit infringements), your credit standing and credit capacity. The personal information provided, obtained and retained by Q-Liquid about the Customer will be held and used for any or all of the following purposes including determining eligibility for credit; to make such enquiries as may be deemed necessary to investigate the creditworthiness of the Customer at any time whether now or in the future, the supply of the Goods; the marketing of goods and services including market research; and enforcing debt and legal obligations under the Agreement.
  - 27.2 The Customer irrevocably authorises Q-Liquid to use the personal information for the purposes set out in clause 27.1 and to provide any personal information (along with details of any dealings between the Customer and Q-Liquid) to any third party and to obtain any information concerning the Customer from any other source. The Customer by this clause authorises the sources to disclose to Q-Liquid all information concerning the Customer which is in the source's possession.
  - 27.3 the Customer must notify Q-Liquid of any change in circumstances that may affect the accuracy of the information provided by the Customer to Q-Liquid. If the Customer is a natural person the Customer has rights of access to, and correction of any personal information held by Q-Liquid.

#### **Assignment/Cancellation**

28. Q-Liquid shall be entitled to assign to any other person or company all or any part of the Sum Owing and the assignee shall be entitled to claim all or part of the Sum Owing and shall have the same rights of recovery as Q-Liquid.
29. Q-Liquid shall be entitled to cancel all or any part of any contract or contracts with the Customer at any time with or without prior notice. Any such cancellation shall be without prejudice to Q-Liquid's other rights and remedies including, but not limited to, those which may arise from any breach or non-compliance by the Customer.

#### **Other Agreements**

30. If there is any inconsistency between the Agreement and any order submitted by the Customer, or any other arrangement between the parties, the Agreement shall prevail unless otherwise agreed in writing by the parties.

#### **Waiver**

31. If at any time Q-Liquid does not enforce the Agreement, or grants the Customer time or some other indulgence, Q-Liquid shall not be construed as having waived the Agreement or any term of the Agreement or its right to later enforce the Agreement.

#### **Terms Separately Binding**

32. Each term of the Agreement is separately binding. Where any provision is void, unenforceable or otherwise ineffective by operation of law the enforceability or effectiveness of the remaining provisions shall not be affected.

### **Changing the Agreement**

33. Q-Liquid may add, change or remove terms. Changes may include a new form of the Agreement. Q-Liquid can do this at any time without obtaining the consent of the Customer. Q-Liquid will advise when changes are to take effect by notice in writing to the Customer's Address for Service. A copy of the Agreement can be obtained free from Q-Liquid.

### **Sending Bills and Notices and Serving Documents**

34. Q-Liquid will send or deliver the invoices, notices or documents to the Address for Service. The Customer and Q-Liquid agree that any:

34.1 invoice or notice has been received 4 days after it has been sent,

34.2 fax has been received upon confirmation of transmission,

34.3 document was served and received on the date of delivery.

35. The Customer

35.1 must inform Q-Liquid giving not less than 14 days prior notice in writing (addressed to the Credit Manager)

35.1.01 of any proposed change in the Customer's name

35.1.02 if the Address for Service is changed or the Trading Account is to be closed.

35.2 remains liable for all amounts debited to its Trading Account after notice has been given, where Q-Liquid has not acknowledged in writing receipt of the Customer's instructions to close the Trading account. All Sums Owing by the Customer to Q-Liquid become immediately due and payable upon the date that a Trading Account is closed, irrespective of whether the Due Date has arrived.

### **Returns**

36. Where Q-Liquid at its discretion allows the Customer to return Goods which are not defective or non-complying Q-Liquid reserves the right to charge a return fee equal to 10% of the Price

### **Circumstances Outside Q-Liquid Control**

37. Q-Liquid shall not be liable for any failure to supply Goods or meet any other obligations owed to the Customer where such failure results from circumstances beyond the control of Q-Liquid.

### **Legal Forum**

39. The Customer acknowledges that any dispute or legal proceedings between the Customer and Q-Liquid shall be filed in and be heard either at the Disputes Tribunal or the District Court at Manukau or the High Court at Auckland. The parties to this Agreement expressly acknowledge that the cause of action or a material part thereof arises within the jurisdiction of the District Court at Manukau or the High Court at Auckland.

## Guarantee and Indemnity in favour of Q-Liquid

The Customer must provide guarantors acceptable to Q-Liquid

### Definitions

"Customer" means the person or legal entity described in the Application for Trading Account

"Demand" means demand made in writing by an employee, or agent of Q-Liquid to the guarantor's address for service

"Goods" means all goods and services of any kind provided by Q-Liquid to the Customer and anything else Q-Liquid does in connection with the goods and services

"Q-Liquid" means Q-Liquid Limited and any company which is directly or indirectly a subsidiary of Q-Liquid

"Trading Account" means the credit account provided by Q-Liquid at the request of and for the Customer to enable receipt of Goods prior to payment

### Guarantee and Indemnity

In consideration of Q-Liquid supplying and continuing to supply Goods to

..... (the Customer)

Please enter Legal Entity Name Here

### I/We jointly and severally as guarantor(s) and indemnifier(s):

1. **Guarantee** the due and punctual payment to Q-Liquid by the Customer, in the manner and at the times agreed between Q-Liquid and the Customer, or in the event that no times shall have been agreed then upon demand, of all monies which are presently owing or which may in the future become owing to Q-Liquid by the Customer, in respect of Goods supplied by Q-Liquid to the Customer, or which may otherwise become payable by the Customer to Q-Liquid.

#### 2. Acknowledge

2.1 Q-Liquid may at any time in its discretion and without giving notice refuse further credit to the Customer.

2.2 my/our agreement to be bound as principal debtor(s) so that the liability of me/each of us under this Guarantee shall not be released by any delay or other indulgence or concession which Q-Liquid may grant to the Customer or any compromise which Q-Liquid may reach or variation Q-Liquid may agree with the Customer or me/any of us, or by any other act, matter, circumstance of law whereby I/we would but for the provision of this clause have been released from my/our liability under the Guarantee.

2.3 I/we will not in any way compete with Q-Liquid for payment in the event of bankruptcy or liquidation of the Customer.

2.4 this Guarantee is in addition to, and not in substitution for, any other security or rights which Q-Liquid may presently have or may subsequently acquire and this Guarantee may be enforced against me/each of us without having recourse to any such securities or rights and without making demand or taking proceedings against the Customer or the other of us.

2.5 this Guarantee shall bind my/our respective personal representatives.

2.6 Q-Liquid may, in the event of default in payment by the Customer and/or the guarantor(s), require the guarantor(s) to complete and register an all obligations mortgage (Registrar General of Land approval) and/or caveat at my/our cost over any of my/our property to secure monies owed by the Customer to Q-Liquid and for that purpose I/ we irrevocably appoint the manager of Q-Liquid as my/our attorney for the purpose of completing the mortgage and/or caveat.

2.7 Q-Liquid and its servants and agents may obtain from and give to persons certain information about you including personal credit and customer credit information. This may include personal details such as your name, address, date of birth, employer, drivers licence, credit history and creditworthiness (including any payments overdue and serious credit infringements), your credit standing and credit capacity. The personal information provided, obtained and retained by Q-Liquid about you will be held and used for any or all of the following purposes including determining eligibility for credit; to make such enquiries as may be deemed necessary to investigate your creditworthiness at any time whether now or in the future, and enforcing debt and legal obligations under the Agreement.

#### 3. Agree

3.1 independently of the Guarantee to indemnify Q-Liquid against all damages, claims and losses (including all expenses and legal costs of Q-Liquid as between solicitor and client, together with any collection commissions, expenses and other recovery costs) which Q-Liquid may suffer or incur as a result of any failure by the Customer to make due and punctual payment of the monies detailed in clause 1 of this Guarantee and Indemnity whether or not the liability of the Customer is or has become void or unenforceable for any reason and whether or not the foregoing guarantee shall be void or unenforceable against me/us or any of us for any reason.

3.2 this Guarantee and Indemnity shall be an unconditional and continuing Guarantee and Indemnity and shall be irrevocable and shall remain in full force and effect until all the monies owing to Q-Liquid by the Customer and all the obligations under the Trading Account have been fully paid, satisfied or performed.

Continued.....

**Guarantee and Indemnity - continued**

**IMPORTANT!**

I/We acknowledge that Q-Liquid has recommended that I/we obtain independent legal advice as to the effect of this Guarantee and Indemnity and the potential liability faced by me/us as guarantor(s) and indemnifier(s). I/We confirm that I/we have obtained, or elected not to obtain, such independent legal advice and have agreed to provide the Guarantee and Indemnity as per the terms and conditions set out above.

**Signatures**

<b>Guarantor 1</b>	<b>Guarantor 2</b>
Full Name:	Full Name:
Address for service:	Address for service:
Signature:	Signature:
<u>In the presence of:</u>	<u>In the presence of:</u>
Full Name of Witness:	Full Name of Witness:
Address:	Address:
Occupation:	Occupation:
Witness Signature:	Witness Signature:
Executed as a deed this      day of                      20	Executed as a deed this      day of                      20

<b>Guarantor 3</b>	<b>Guarantor 4</b>
Full Name:	Full Name:
Address for service:	Address for service:
Signature:	Signature:
<u>In the presence of:</u>	<u>In the presence of:</u>
Full Name of Witness:	Full Name of Witness:
Address:	Address:
Occupation:	Occupation:
Witness Signature:	Witness Signature:
Executed as a deed this      day of                      20	Executed as a deed this      day of                      20



**OFFICE USE ONLY**

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**Rep to complete**

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Anticipated Monthly Spend :      \$

**Accounts to complete**

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Account Name: \_\_\_\_\_

Legal Name: \_\_\_\_\_

Customer No: \_\_\_\_\_

Debtor No: \_\_\_\_\_

Date Rec'd: \_\_\_\_\_

**Collection Officer/Credit Manager to complete:** \_\_\_\_\_

Credit Account: Approved     Declined     Comments: \_\_\_\_\_  
Account Set Up Checked

Credit Manager approval: \_\_\_\_\_      Date: \_\_\_\_\_

**ACCOUNT INFORMATION**

Name of Account

**AUTHORITY TO ACCEPT  
DIRECT DEBITS**  
FOR THE EXCHANGE OF FUNDS WITHIN THE EUROPEAN ZONE

Customer (Acceptor) to complete bank/branch number and account number and suffix of account to be debited.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Bank	Branch Number	Account Number	Suffix

Authorisation Code **0321661**  
(User Number)

TO: The Manager

Bank Name

Address (PO Box)

Town/City

Date

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

**Q-Liquid Ltd**

(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 ON MY/OUR BANK STATEMENT**

Payer Particulars

Payer Code

Payer Reference

Name of Account (Customer to complete)

Authorised Signatures

<input type="text"/>	<input type="text"/>
INITIATOR	MANAGER

<p><b>APPROVED</b></p> <p>2166</p> <hr/> <p>08/12</p>	<p><b>FOR BANK USE ONLY</b></p>		<p><b>BANK STAMP</b></p>
	<p>Date Received</p>	<p>Recorded By</p>	
<p>Original - Retain at Branch Copy - Forward to Initiator if requested</p>			

## CONDITIONS OF THIS AUTHORITY TO ACCEPT DIRECT DEBITS

### 1. The Initiator:

- (a) Has agreed to give advance notice of the net amount of each Direct Debit and the due date of the debiting **at least 10 calendar days before** (but not more than 2 calendar months) the date when the Direct Debit will be initiated. This advance 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 advance notice will include the following message:-

"Unless advice to the contrary is received from you by (date\*), the amount of \$....., will be direct debited to your Bank account on (initiating date)."

\* This date will be at least two (2) days prior to the initiating date to allow for amendment of Direct Debits.

- (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 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 the 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 passed to 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 lies between me/us and the Initiator.
- (d) Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of:
  - the accuracy of information about Direct Debits on Bank statements
  - any variations between notices given by the Initiator and the amounts of Direct Debits
- (e) The Bank is not responsible for, or under any liability in respect of 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.

### 4. The Bank may:-

- (a) In its absolute discretion conclusively determine the order of priority 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.