



Account Change Rates Direct Debit

W www.boprc.govt.nz/rates P 0800 BOP RATES (0800 267 728) E rates@boprc.govt.nz A PO Box 364, Whakatāne 3158

Once completed please return this form to Bay of Plenty Regional Council with the Direct Debit Terms and Conditions printed on the reverse of this form. If an email address is provided, we will send all Direct Debit correspondence by email. If not provided we will use your postal address that we have on record for your property.

Valuation Reference:

Refer to rates invoice - e.g.0650000100

Property location (address):

Contact name:

Email address:

Contact number:

New bank account details:

Name of Bank Account Holder: _____

Bank Account Number:

Bank Branch Account Number Suffix

Bank: _____ Branch: _____

AUTHORITY TO ACCEPT DIRECT DEBITS

(Not to operate as an
assignment or agreement)

**AUTHORISATION CODE
0655877**

Privacy statement available at www.boprc.govt.nz/privacy-statement (or available in hard copy on request) to understand how we collect, use, protect and share personal information.

I/We authorise **BAY OF PLENTY REGIONAL COUNCIL** using Authorisation Code 0655877 (the "Initiator") to, until further notice, debit my/our account with all amounts which the Initiator may initiate by Direct Debit. I/We further authorise my/our bank to accept these Direct Debit instructions only upon the Direct Debit Terms and Conditions listed on the reverse of this form.

I/We confirm that I/We have read and agree to be bound by the Direct Debit Terms and Conditions listed on the reverse of this form.

Signature: _____ Date: _____ Signature: _____ Date: _____

Terms and conditions

1. The Initiator (Bay of Plenty Regional Council):

- a. Undertakes to give the ratepayer(s) named in the direct debit payment authority form (the "Customer") advance notice of the commencement date, frequency, and net Direct Debit amount before the date when the first Direct Debit is initiated. This notice may be provided in writing, which may be satisfied through electronic means where the Customer has provided prior written consent (including by electronic means) to the Initiator to communicate electronically in accordance with clause 3(g). The first direct debit will be initiated at least ten (10) working days after the date that the Customer submits a Direct Debit Payment Authority ("Authority") to the Initiator.
- b. Undertakes, in the event of any subsequent change to the frequency or amount of the Direct Debits, to give advance notice to the Customer at least ten (10) working days before the change comes into effect. This notice may be provided in writing, which may be satisfied through electronic means where the Customer has provided prior written consent (including by electronic means) to the Initiator to communicate electronically in accordance with clause 3(g).
- c. May, upon the relationship which gave rise to the Authority being terminated, give notice to the Customer's Bank (the "Bank") that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate the Authority as to future payments by notice in writing to the Customer.
- d. May, upon receiving an "authority transfer form" (dated after the date of the Authority) signed by the Customer and addressed to a bank to which the Customer has transferred their bank account, initiate Direct Debits in reliance of that transfer form and the Authority from the account identified in the authority transfer form.

2. The Customer may:

- a. At any time, terminate the Authority as to future payments by giving written notice of termination to the Initiator and the Bank. The Customer should contact the Initiator as soon as possible to terminate the Authority so that the Initiator can action this request.
- b. Stop payment of any Direct Debit to be initiated under the 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 the clause 1(b) above, the Customer may request the Bank to reverse or alter any such Direct Debit initiated by the Initiator, provided that any such request must be made not more than one hundred and twenty (120) days from the date when the Direct Debit was debited to the Customer's account.
- d. Dispute any Direct Debit(s) initiated upon their nominated account within nine (9) months of the first Direct Debit, and in this case the Initiator must produce evidence of the Customer's Direct Debit instructions and Direct Debit confirmation within ten (10) working days. If the Initiator fails to do so, then the Customer's Bank may reverse the direct debit(s). If the Customer is not satisfied that the Direct Debit instructions authorise the Initiator to direct debit the Customer's nominated account, then the Customer's Bank may reverse the Direct Debit(s).

3. The Customer acknowledges that:

- a. The Authority will remain in full force and effect in respect of all Direct Debits passed to the Customer's account in good faith notwithstanding the Customer's death, bankruptcy or other revocation of the Authority until actual notice of such event is received by the Bank.
- b. The Authority is subject to the terms and conditions that are in place from time to time between the Bank and the Customer in relation to the Customer's bank account.
- c. Any dispute as to the correctness or validity of an amount debited to the Customer's account shall not be the concern of the Bank, except in so far as the Direct Debit has not been paid in accordance with the Authority. Any other dispute lies between the Customer and the Initiator.
- d. Where the Bank has used reasonable care and skill in acting in accordance with the Authority, the Bank accepts no responsibility or liability in respect of:
 - i. The accuracy of information about Direct Debits on bank statements.
 - ii. 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 notice in accordance with clause 1(b) nor for the non-receipt or late receipt of notice by the Customer for any reason whatsoever. In any such situation the dispute lies between the Customer and the Initiator.
- f. Nothing in the Authority or these Direct Debit Terms and Conditions affects the Customer's liability as a ratepayer to pay rates and penalties under the Local Government (Rating) Act 2002 (the "Act"). Without limitation to the foregoing, if the Customer stops, or requests the reversal or alteration of, any Direct Debit for any reason whatsoever (including where the Initiator is in breach of these Direct Debit Terms and Conditions), the Customer will remain liable to pay all outstanding rates and penalties under the Act.
- g. The Customer consents to all direct debit notices being sent electronically by the Initiator to the email address provided by the Customer in the Authority. However, the Customer may withdraw this consent at any time by informing the Initiator that they wish to have their direct debit notices sent to a postal address.

4. The Bank may:

- a. In its absolute discretion conclusively determine the order of priority of payment by it of any other monies pursuant to this or any other Authority, Cheque or Draft properly executed by the Customer and given to or drawn on the Bank.
- b. At any time terminate the Authority as to future payments by notice in writing to the Customer.
- c. Charge its current fees for this service in force from time to time.
- d. Upon receipt of an "authority to transfer form" signed by the Customer from a bank to which the Customer's account has been transferred, transfer the Authority to that bank.

Office use only: (to be completed by Council)

Particulars **BOPRC Rates** Code Reference Valuation number:

AUTHORISATION CODE
5587 | 04/2022

For Bank use only:
Original - Retain at Branch

Date received	Recorded by:	Checked by:
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BANK STAMP