

TERMS AND CONDITIONS FOR DIRECT DEBIT

1. The Initiator:

- a) Has agreed to give advance notice of the net amount of each Direct Debit and the due date of debiting at least 5 working days before (but not more than 2 calendar months) the date when the direct debit will be initiated. This notice will be provided either:
 - i) In writing; or
 - ii) By electronic mail where Customer has provided prior written consent to Initiator.
 - iii) May, upon the relationship which gave rise to this instruction being terminated, given notice to the Bank that no further Direct Debit are to be Initiated under the instruction. Upon receipt of such notice the Bank may terminate this instruction as to future payments by notice in writing to me/us.

2. The Customer may:

- a) At any time, terminated this instruction as to future payments by giving written notice of termination to the Bank and to Initiator.
- b) Stop payment of any Direct Debit back to be Initiated under this instruction by the Initiator by giving written notice to Bank prior to the Direct Debit being paid by the Bank.
- c) Request the Bank to reverse any Direct Debit Initiated by Initiator through the Initiator's Bank where the Initiator cannot produce a copy of instruction and / or confirmation to me/us that I/we are reasonably satisfied demonstrates that I/we have authorised my/our Bank to accept Direct Debit from the initiator against my/our account.

3. The Customer acknowledges that:

- a) This instruction will remain in full force and effect of all Direct Debits passed to Customer's account in good faith notwithstanding Customer's death, bankruptcy or other revocation of this instruction until actual notice of such event received by the Bank.
- b) In any event this instruction is subject to any arrangement now or hereafter existing between Customer and the Bank in relation to Customer's account.
- c) Any dispute as to the correctness or validity of an amount debited to Customer's account shall not be the concern of Bank except in so far as the Direct Debit has not been paid in accordance with this instruction. Any other disputes lie between Customer and Initiator.
- d) Where the Bank has used reasonable care and skill in acting in accordance with this instruction, the Bank accepts no responsibility in respect of:
 - The accuracy of information about Direct Debits on Bank Statements.
 - Any variations between notices given by Initiator and amounts of Direct Debits.
- e) The Bank will not be responsible for, or under any liability in respect of Initiators failure to give notice in accordance with 1(a) 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.

4. The Bank may:

- a) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other instruction of payment, either by cheque or draft properly executed by the Customer and given to or drawn on the Bank.
- b) At any time terminated this Direct Debit Authority as to future payments by notice in writing to Customer
- c) Charge its current fees for this service in force from time-to-time
- d) Notwithstanding to anything contrary above, if the bank fails to debit the Customer's bank account due to insufficient funds in the bank account, as per the instruction provided by the Initiator, for three times, the Bank without giving further notice to the Customer, may declare this Direct Debit Authority to be terminated and any consider any further instruction null and void. Such termination shall be communicated to Initiator any manner deemed to fit, (but not limited to, written notice, email communication) acceptable by Parties.