

Finsec

THE FINANCE SECTOR UNION



Working together

for a better
finance industry

MEMBERSHIP FORM



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FreePost Authority Number 87160



Finsec
PO Box 27355
Marion Square
Wellington 6141



Conditions of this authority to accept direct debits

1. **The Initiator:**
 - (a) Undertakes to give written notice to the acceptor of the commencement date, frequency and amount at least 10 calendar days before the first direct debit is drawn (but not more than 2 calendar months).
 - In the event of any subsequent change to the frequency or amount of the direct debits, the Initiator has agreed to give written advance notice at least 30 days before the change comes into effect.
 - (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 melus.
 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 clause 1(a) above, request the Bank to reverse or alter any such direct debit initiated by the Initiator through the Initiators 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 bank 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.
- Conditions of this authority to accept direct debits**
- (b) In any event this authority is subject to any arrangement now or hereafter existing between melus 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 lie between melus and the Initiator.
 - (d) The Bank accepts no responsibility or liability for the accuracy of information about direct debits on bank statements.
 - (e) The Bank is not responsible for, or under any liability in respect of:
 - any variations between notices given by the Initiator and the amounts of direct debits
 - the Initiator's failure to give written advance notice correctly nor for the non-receipt or late receipt of notice by melus for any reason whatsoever. In any such situation the dispute lies between melus and the Initiator.
 - (f) Notice given by the Initiator in terms of clause 1(a) to the debtor responsible for the payment shall be effective. Any communication necessary because the debtor responsible for payment to a person other than melus is a matter between melus and the debtor concerned.
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 authority, cheque or draft properly executed by melus and given to or drawn on the Bank.
 - (b) At any time terminate this authority as to future payments by notice in writing to melus.
 - (c) Charge its current fees for this service in force from time-to-time.

Please post to FINSEC, PO Box 27-355, Wellington

