

PRE-AUTHORIZED PAYMENTS – TERMS AND CONDITIONS

“I (We) acknowledge that this Authorization is provided for the benefit of the Payee and (Processing Institution) in consideration of (Processing Institution) agreeing to process debits against my account in accordance with the rules of the Canadian Payments Association”.

“I (We) warrant and guarantee that all persons whose signatures are required to sign on this account have signed this agreement below”.

“I (We) hereby authorize (Name of Payee) to draw on (Name of Payor) account number _____ with (Processing Institution) for the following purpose”.

“This authorization may be cancelled at any time upon notice by (Name of Payor). I (We) acknowledge that, in order to revoke this authorization, I (We) must provide notice of revocation of (Name of Payee)”.

“I (We) acknowledge that provision and delivery of this authorization to (Name of Payee) constitutes delivery by (Name of Payor) to (Processing Institution). Any delivery of this authorization to you constitutes delivery by (Name of Payor)”.

“I (We) undertake to inform (Name of Payee) In writing of any change in the account information provided in this authorization prior to the next due date of the PAP”.

“I (We) acknowledge that (Processing Institution) is not required to verify that a PAP has been issued in accordance with the particulars of the Payor’s Authorization including, but not limited to the amount”.

“I (We) acknowledge that (Processing Institution) is not required to verify that any purpose of payment for which the PAP was issued has been fulfilled by (Name of Payee) as a condition to honouring a PAP issued or caused to be issued by (Name of Payee) on (Name of Payor) account”.

“Revocation of this authorization does not terminate any contract for goods or services that exists between (Name of Payor) and (Name of Payee). The Payor’s Authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged”.

“A PAP may be disputed by a Payor under the following conditions:

1. the PAP was not drawn in accordance with the Payor’s Authorization; or
2. the authorization was revoked; or
3. Pre-notification was not received.

The Payor, in order to be reimbursed, acknowledges that a declaration to the effect that either (1), (2) or (3) took place, must be completed and presented 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 PAP (or up to and including 10 business days in the case of a business PAP). After the date on which the PAP in dispute was posted to the Payor’s account.

The Payor acknowledges that a claim on the basis that the Payor’s Authorization was revoked, or any other reason, is a matter to be resolved solely between the payee and the Payor when disputing any PAP after (90 calendar days in the case of a personal/household PAP or 10 business days in the case of a business PAP).