



The Town of Blackfalds (UTILITIES)
Pre-Authorized Debit (PAD) Agreement

Form with sections: New/Change/Cancellation, DEBIT (PAYOR) and CREDIT (PAYEE) information, Contact Info for Business, DESCRIPTION OF PAD, AUTHORIZATION, and Statement of notification.

Personal information collected on this form will be used for the sole purpose of processing and administering of utility services by the Town of Blackfalds.

TERMS AND CONDITIONS

- 1) I/We hereby authorize the Payee, in accordance with the terms of my/our account agreement with Processing Institution, to debit or cause to be debited the Account for the purposes indicated in the "Payment Type" section on page 1 of this Agreement.
- 2) Particulars of the Account that the Payee is authorized to debit are indicated in the "Payor Account" section on page 1 of this Agreement. A specimen cheque, if available for the Account, has been marked "VOID" and attached to this Authorization.
- 3) I/We undertake to inform the Payee, in writing, of any change in the Account information provided in this Authorization prior to the next due date of the PAD.
- 4) This Authorization is continuing but may be cancelled at any time upon notice being provided by me/us, either in writing or orally, with proper authorization to verify my/our identity within the specified number of days before the next Pre-Authorized Debit (PAD) is to be issued as noted on Page 1, "Cancel Payment" section. I/we acknowledge that I/we can obtain a sample cancellation form or further information on my/our right to cancel this Acknowledgement from Processing Institution or by visiting www.cdnpay.ca. I/we acknowledge that if I/we wish to cancel this Authorization or if I/we have any questions or need further information with respect to a Pre-Authorized Debit (PAD), I/we can contact the Payee at the telephone number, address, email or fax set out in this Agreement.
- 5) I/We may revoke this Authorization at any time by delivering a notice of revocation to the Payee **at least ten(10) business days** prior to the next due payment of the Pre-Authorized Debit. I/We agree that revocation of this Authorization does not terminate any other obligation between myself/ourselves and the Payee. This Authorization applies only to the method of payment and does not have any bearing on the contract for goods or services exchanged. The Payee may terminate this method of payment at any time without prejudice to its rights and remedies under the said obligation.
- 6) I/We acknowledge that provision and delivery of this Authorization to the Payee constitutes delivery by me/us to Processing Institution. Any delivery of this Authorization to the Payee constitutes delivery by the Payor.
- 7) If this Authorization is for fixed or variable amount business, personal or funds transfer PADs recurring at set intervals, unless I/we have waived any and all requirements for pre-notification of debiting in the "Waiver of Pre-Notification" section on page 1 of this Agreement, or unless the change in the amount of any such PAD will occur as a result of my/our direct action (such as, but not limited to, telephone instructions or other remote measures), I/we acknowledge I/we will receive:
 - a. with respect to fixed amount business or personal PADs, written notice from the Payee of the amount to be debited and the due date(s) of debiting, at least **10** calendar days before the due date of the first PAD, and such notice will be received every time there is a change in the amount or the payment date(s); or
 - b. with respect to variable amount business or personal PADs, written notice from the Payee of the amount to be debited and the due date(s) of debiting, at least **10** calendar days before the due date of every PAD; or
 - c. with respect to business, personal or funds transfer PADs, at least **10** calendar days written notice from the Payee of any change in the amount of the PAD which results from a change in any applicable utility rate, a top-up or other adjustment. No pre-notification will be given if the amount of the PAD decreases as a result of a reduction in municipal, provincial, or federal utility.

Pre-notification may be given in writing or in any form of representing or reproducing words in visible form, which, if I/we have provided an email address to the Payee, includes an electronic document.

The amount of pre-notification provided will change when there is a change in the pre-notification requirements contained in the CPA Rules.

- 8) I/We authorize the Payee to process this Pre-Authorized Debit (PAD) a second time if the first presentment is returned by my/Our Financial Institution for reasons: **901 (NSF) or 908 (Funds Not Cleared)**. I/We agree to pay any costs resulting from the representation.
- 9) I/We acknowledge that Processing Institution is not required to verify that a Pre-Authorized Debit (PAD) has been issued in accordance with the particulars of this Authorization, including, but not limited to, the amount.
- 10) I/We acknowledge that Processing Institution is not required to verify that any purpose of payment for which the PAD was issued has been fulfilled by the Payee as a condition to honoring a PAD issued or caused to be issued by the Payee on the Account.
- 11) I/We acknowledge that, if this Authorization is for personal or business PADs or for funds transfer PADs that I/We have recourse through the clearing system, a PAD may be disputed but only under the following conditions:
 - a. the PAD was not drawn in accordance with this Authorization;
 - b. this Authorization was revoked; or
 - c. pre-notification was required and was not received.

I/We further acknowledge that in order to be reimbursed, a declaration to the effect that either (a), (b), or (c) took place must be completed and presented to the branch of the Processing Institution holding the Account on or before the 90th calendar day in the case of a personal PAD or a Funds Transfer PAD that has recourse through the clearing system or, in the case of a Business PAD, on or before the 10th business day, in each case after the date on which the PAD in dispute was posted to the Account.

- 12) I/We acknowledge that any claim made after the periods set out above must be resolved solely between me/us and the Payee and there is no entitlement to reimbursement from the Processing Institution.
- 13) I/We acknowledge and agree that if this Authorization is for funds transfer PADs the Payee does not provide recourse through the clearing system, then no recourse will be provided through the clearing system (that is, I/we will not receive automatic reimbursement in the event of a dispute) and I/we must seek reimbursement or recourse from the Payee in the event a PAD is erroneously charged to the Account.
- 14) Unless this Authorization is for a funds transfer PAD that does not have recourse through the clearing system, I/we acknowledge that I/we have certain recourse rights if a debit does not comply with this Authorization. For example, I/we have the right to receive reimbursement for any debit that is not authorized or is not consistent with this Authorization. To obtain more information on my/our recourse rights I/we can contact Processing Institution or visit www.cdnpay.ca.
- 15) I/We acknowledge that I/we understand that I/we are participating in a PAD plan established by the Payee and I/we accept participation in the PAD plan upon the terms and conditions set out herein.
- 16) I/We consent to the disclosure of any personal information that may be contained in this Authorization to the financial institution that holds the account of the Payee to be credited with the PAD to the extent that such disclosure of personal information is directly related to and necessary for the proper application of Rule H1 of the Rules of the Canadian Payments Association.