

GULF HARBOUR MARINA LTD DIRECT DEBIT AUTHORITY



This form should be completed and returned to PO Box 205; Whangaparaoa

Account Name

Account Number

Bank	Branch	Account Number	Suffix
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Name of Bank

Branch

Town/City

Authority to Accept Direct Debits (Not to act as an assignment or agreement) Authorisation Code <table border="1"> <tr> <td>0</td><td>3</td><td>0</td><td>3</td><td>5</td><td>1</td><td>7</td> </tr> </table>	0	3	0	3	5	1	7
0	3	0	3	5	1	7	

I/We authorise you until further notice in writing to debit my/our account with you all amounts which **Gulf Harbour Marina Ltd - Operations Trust Account** (hereinafter referred to as the Initiator) the registered Initiator of the above Authorisation Code, may initiate by Direct Debit.

I/We acknowledge and accept that the bank accepts this authority only upon the conditions listed below.

Information to my/our bank statement:

Payer Particulars

G	U	L	F	H	A	R	B		
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Payer Code

B	E	R	T	H	F	E	E	S	
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Payer Reference

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Authorised Account Signatures:

Date: _____ Date: _____

Approved
0351
09/97

For bank use only	
Original- retain at branch	
Date Received	
Recorded by	
Checked by	

Bank Stamp

Conditions of this Authority to Accept Direct Debits

1) The initiator:

- a) Undertakes to give notice to the Acceptor of the commencement date, frequency and amount at least 10 calendar days before the first Direct Debit is drawn (but no more than ten calendar months). This notice will be provided either:
 - i) In writing; or
 - ii) By electronic mail where the Customer has provided prior written consent to the Initiator.
- Where the Direct Debit system is used for the collection of payments which are regular as to frequency, but variables as to amounts, the Initiator undertakes to provide the Acceptor with a schedule detailing each payment amount and each payment date.
- In the even of any subsequent change to the frequency or amount of the Direct Debits the Initiator has agreed to five advance notice at least 30 days before the change comes into effect. This notice must be provided either:

- i) In writing; or
- ii) By electronic mail where the Customer has provided prior written consent to the Initiator.

2) The Customer may:

- a) At any time, terminate this Authority as to further 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 given written notice to the Bank prior to the Direct Debit being paid by the Bank.
- c) Where a variation to amount agreed between the Initiator and the Customer for time to time to be direct debited has been made without notice being given in terms of 1 (a) above, request the Bank to reverse or alter any such Direct Debit initiated by the Initiator by debiting the amount of the reversal or alteration of the Direct Debit back to the Initiators through the Initiator's 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 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.
- b) In any event this authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
- c) Any dispute as to the correctness or validity of any 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 dispute lies between me/us and the Initiator.
- d) Where the Bank has used all reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility of 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 written advance notice correctly nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us 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 communications necessary because the debtor responsible for payment is a person other than me/us is a matter between me/us 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 me/us and given to or drawn on the Bank.
- b) At any time terminate this authority as to future payments by notice in writing to me/us.
- c) Charge is current fees for this service in force from time to time.