

GULF HARBOUR MARINA LTD DIRECT DEBIT AUTHORITY



NAME OF ACCOUNT

AUTHORITY TO ACCEPT DIRECT DEBITS (Not to operate as an assignment or agreement)

CUSTOMER (Acceptor) TO COMPLETE: Account be debited																							
<table border="1" style="display: inline-table; width: 100px; height: 20px;"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>									<table border="1" style="display: inline-table; width: 150px; height: 20px;"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>											<table border="1" style="display: inline-table; width: 50px; height: 20px;"> <tr><td> </td><td> </td><td> </td></tr> </table>			
Bank	Branch Number	Account Number	Suffix																				

Authorisation Code
0 3 0 3 5 1 7
(User Number)

TO: The Manager,

BANK & BRANCH	
ADDRESS (PO BOX)	
TOWN/CITY	

DATE

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 APPEAR ON OUR BANK STATEMENT

Payer Details	Payer Code	Reference
G U L F H A R B O U R	B E R T H A G E	

NAME OF ACCOUNT: _____

AUTHORISED SIGNATURES:

APPROVED 0351 <hr style="width: 50%; margin: 0 auto;"/> 09/97	BANK STAMP
---	-------------------

Date: _____

Date: _____

FOR BANK USE ONLY	Date Received
Original - Retain at Branch	Recorded By
	Checked By

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 of at least 10 calendar days before the first Direct Debit is drawn (but no more than 2 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 used for the collection of payments which are regular as to frequency, but variable as to amounts, the Initiator undertakes to provide the Acceptor with a schedule detailing each payment amount and each payment date.
 - (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 me/us.
- 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 giving written notice 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 the term of 1(a) above, request the Bank to reserve 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 Initiator through the Initiator Bank, PROVIDED such request is not made 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 the event this Authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to our/my 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 so far as the Direct Debit has not been paid in accordance with the Authority. Any other dispute lies between me/us and the Initiator.
 - (d) Where the Bank has used reasonable care and skill in acting in accordance with the Authority, the Bank accepts no responsibility or liability in respect of:

- (i) the accuracy of information about Direct Debits on Bank statements;
- (ii) any variations between notice given by the Initiator and the amounts of the 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 communication 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 payment by it of any monies pursuant to this or any other authority, cheque or draft properly executed by me/us and given 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 its current fees for this service in force from time-to-time.

CREDIT CARD AUTHORITY

(as an alternative to direct debit above)

Card Number

--	--	--	--	--	--	--	--	--	--

 -

--	--	--	--	--	--	--	--	--	--

 -

--	--	--	--	--	--	--	--	--	--

 -

--	--	--	--	--	--	--	--	--	--

 Expiry

--	--

 /

--	--

I hereby give authority for Gulf Harbour Marina Ltd to charge the above card on or after the due date for charges due relating to marina berthage, annual charges or vessel charges. I acknowledge that my credit card details will be held, encrypted for this purpose until I request for them to be removed. At least 7 days written notice will be given prior to any charges to my card unless otherwise agreed. Invoice disputes must be raised within 7 days of notice to stop card charges.

Cardholder Name

Card Holder Signature

Date