PENGUIN
W H O L E S A L E R S

P O Box 1523 Whangarei 6 Hewlett Street Ph 09 438 1900 Fax 09 438 5456

Authority to Accept Direct Debits
(Not to operate as an assignment or agreement)

BANK INSTRUCTIONS: ______________________

NAME: ______________________
(of Bank Account)

BANK ACCOUNT FROM WHICH PAYMENTS TO BE MADE:

(Please attach an encoded depoist slip to ensure your number is loaded correctly)

Authorisation Code

0	2	1	5	2	0	2

To: The Bank Manager,

BANK: ______________________

BRANCH: ______________________

TOWN/CITY: ______________________

I/We authorise you until further notice, to debit my/our account with all amounts which **Penguin Wholesalers (Whangarei) Limited** (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 MY/OUR BANK STATEMENT:

Payer Particulars	Payer Code	Payer Reference

YOUR SIGNATURE(S) ______________________ DATE: ____________

Approved 1520	
09	**05**

For Bank use Only
Original - Retain at Branch

Date Recieved:	Recorded By:	Checked By:

BANK STAMP

CONDITIONS OF THIS AUTHORITY

1. The Initiator

(a) Has agreed to give advance Notice of the net amount of each direct debit and the due date of debiting at least *.......... business days before the date when the direct debit will be initiated. This advance notice must be provided either:
  (i) in writing; or
  (ii) by electronic mail where the Customer has provided written consent to the Initiator
The advance notice will include the following message:- "The amount of $........ will be direct debited to your Bank account on (initiating date)."
* minimum 2 business days..

(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 the Initiator by giving written notice to the Bank prior to the direct debit being paid by the Bank

3. The Customer acknowledges that:-

(a) This authority will remain in full force and effect in respect of all direct debits made from me/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 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 me/us and the Initiator
(d) Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of:
  - the accuracy of information about Direct Debits on Bank statements
  - 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'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.

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 its current fees for this service in force from time-to-time.