

**BISHOP OF VICTORIA ACCOUNTS - PAD AGREEMENT**

**Definitions**

In this Agreement: "I", "We", "Our", "My", "Me", "Payor" refers to the person signing this Agreement;

Pre-Authorized Debit ("PAD"): means a pre-authorized debit payment time in electronic form drawn pursuant to this agreement on my account at my Financial Institution ("FI").

**Operation**

- I understand and undertake that:
- (a) this authorization is for the benefit of Bishop of Victoria ("the Company") And my financial institution ("FI") where I have my account. My FI agrees to process debits against my account in accordance with the rules of the Canadian Payment Association ("CPA");
  - (b) giving this authorization to the Company is the same as giving it to my FI;
  - (c) my FI is not required to verify that the PAD conforms with my authorization;
  - (d) my FI is not required to verify that the purpose of payment to which this PAD relates has been fulfilled;
  - (e) revoking this authorization does not terminate any contract between me and the Company. My authorization applies only to the method of payment and has no bearing otherwise on the contract;

**Pre-Notification**

The Company and I agree to hereby waive all notification requirements from the Company for variable amount PADs.

**Cancellation**

I/We may revoke my/our authorization at any time, subject to providing notice of at least 10 days prior to next debit due date. I/We must advise the Company in writing or by signing the cancellation area below. To obtain a sample cancellation form, or for more information on my right to cancel a PAD Agreement, I/We may contact my FI or visit [www.cdnpay.ca](http://www.cdnpay.ca).

I authorize the processing of a PAD through my account as detailed below:

Payor Name(s): \_\_\_\_\_

Name of FI \_\_\_\_\_

Address of FI: \_\_\_\_\_ Phone: \_\_\_\_\_

MICR Field Information (attach a void cheque if possible):

Branch#				

Bank#		

Account#									

Frequency:  One-Time  Monthly  Semi-Monthly  Weekly  Bi-Weekly  Other (Specify) \_\_\_\_\_

Amount:  Fixed \$ \_\_\_\_\_  Variable \$ \_\_\_\_\_ This is a: Personal  Business

This PAD is for:  Transfer to account# \_\_\_\_\_

I understand and agree to the terms and conditions of this Agreement.

Date \_\_\_\_\_ Signature \_\_\_\_\_

**The Account**

I confirm that:

- (a) all persons required to sign on my account with my FI have signed this agreement;
  - (b) I certify that all of the personal and account information recorded in this Agreement is correct. I will inform the Company in writing of any change to such Information at least 10 business days prior to the next due date of the PAD.
- Dispute and Reimbursement**

I/We have certain recourse rights if any debit does not comply with this agreement. For example, I/We have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on my/our recourse rights, I/we may contact my/our FI or visit [www.cdnpay.ca](http://www.cdnpay.ca).

I understand that:

- (a) I may dispute a PAD and may claim for reimbursement if:
  - (i) the PAD was not drawn in accordance with this Agreement; or
  - (ii) the Agreement was revoked; or
  - (iii) no Agreement exists between me and the purported payee.
- (b) if I am claiming reimbursement, I must, within 90 calendar days of the date of posting of a personal PAD or Funds Transfer PAD or 10 business days in the case of a Business PAD, complete a declaration to my FI that I have a claim for one of the reasons given in the preceding paragraph;
- (c) in the case where the declared condition is "no Agreement exists between me and the purported Payee", I may claim reimbursement within 90 calendar days after the posting date on my account statement which shows the improperly processed debit;
- (d) any claim relating to a PAD which is advanced after the expiry of the time in the preceding paragraph or any Funds Transfer PADs is strictly a matter between me and the Company.

**Authorization to cancel PAD**

Signature \_\_\_\_\_

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