

# PAYOR'S PAD AGREEMENT

## PAYEE INFORMATION

### **CANADIAN REFORMED SCHOOL SOCIETY OF ABBOTSFORD, BC**

operating JOHN CALVIN SCHOOL  
4268 Stewart Road  
Chilliwack, BC V2R 5G2

PHONE: school office (604)823-6814  
EMAIL: office@jcoss.ca

BOOKKEEPER (604)823-6814  
bookkeeper@jcoss.ca

**PAYEE ACCOUNT INFORMATION**  
**809-28940-104041513**

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## PAYOR INFORMATION (Mandatory)

Account Holder Name(s) (the "Payor") \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

Postal Code \_\_\_\_\_ Province \_\_\_\_\_ Phone No. \_\_\_\_\_

Email Address \_\_\_\_\_

### PAYMENT DETAILS

Specimen cheque marked "VOID" attached.

Payor Financial Institution Name and Address:

Personal PAD Type:  **470** Membership/Tuition  
(Check one box)  **480** Donation

Frequency:  1st Day of each month  15th of each month  Last Day of each month  
(Check one box)

Fixed Amount:  \$130  \$385  \$600  \$685  \$730  Other \$ \_\_\_\_\_  
(Check one box)

PAD Start Date \_\_\_\_\_ Institution No. \_\_\_\_\_ Branch ID \_\_\_\_\_ Account No. \_\_\_\_\_

### **AUTHORIZATION** (If only 1 signature is required for the Account, then only 1 Payor need sign. If 2 or more signatures are required, then both or all Payors must sign.)

I/We acknowledge that this agreement is provided for the benefit of the "Payee" and "Processing Institution" and is provided in consideration of the Processing Institution agreeing to process debits ("PADs") against the Account with the Processing Institution in accordance with the Rules of the Canadian Payments Association (the "CPA Rules").

By signing this agreement, the Payor acknowledges having received and having read a copy of this agreement, including the terms and conditions on page 2, acknowledges understanding the terms and conditions of this agreement, and agrees to be bound by the terms and conditions of this agreement, including the terms and conditions on page 2.

I/We warrant and guarantee that the person(s) whose signature(s) are required to sign on the Account have signed the agreement.

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

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

### **WAIVER OF PRE-NOTIFICATION**

I/We waive any and all requirements for pre-notification of debiting, including, without limitation, pre-notification of any changes in the amount of the PAD due to a change in any applicable tax rate, top-up, or rate adjustment.

Payor Signature

Payor Signature

### **CANCEL PAYMENT** (Ten (10) days notice is required before the next PAD will be issued.)

The Payor hereby cancels this Payor's PAD Agreement effective:

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

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

## TERMS AND CONDITIONS

1. I/We hereby authorize the Payee, in accordance with the terms of my/our account agreement with the Processing Institution, to debit or cause to be debited the Account for the purposes indicated in the "Personal PAD Type" section on page 1 of this agreement.

2. Particulars of the Account that the Payee is authorized to debit are indicated in the "Payment Details" section on page 1 of this agreement. A specimen cheque, if available for the Account, has been marked "VOID" and attached to this agreement.

3. I/We undertake to inform the Payee, in writing, of any change in the Account information provided in this agreement prior to the next due date of the PAD.

4. This agreement 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 PAD is to be issued as noted on "Cancel Payment" section, page 1. I/we acknowledge that I/we can obtain a sample cancellation form or further information on my/our right to cancel this agreement from the Processing Institution or by visiting [www.cdnpay.ca](http://www.cdnpay.ca).

I/we acknowledge that if I/we wish to cancel this agreement or if I/we have any questions or need further information with respect to a PAD, I/we can contact the Payee at the telephone number or address set out in this agreement.

5. Revocation of this agreement does not terminate any contract for goods or services that exists between me/us and the Payee. This agreement applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged.

6. I/We acknowledge that provision and delivery of this agreement to the Payee constitutes delivery by me/us to the Processing Institution. Any delivery of this agreement to the Payee constitutes delivery by the Payor.

7. If this agreement 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 that I/we will receive with respect to fixed amount 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).

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 acknowledge that the Processing Institution is not required to verify that a PAD has been issued in accordance with the particulars of this agreement, including, but not limited to, the amount.

9. I/We acknowledge that the 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 honouring a PAD issued or caused to be issued by the Payee on the Account.

10. I/We acknowledge that, if this agreement is for personal or business PADs or for funds transfer PADs that have recourse through the clearing system, a PAD may be disputed under the following conditions:

- a) the PAD was not drawn in accordance with this agreement;
- b) this agreement was revoked; or
- c) pre-notification was required and was not received.

11. 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.

12. Unless this agreement 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 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 the PAD agreement. To obtain more information on my/our recourse rights I/we can contact my/our financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).

13. I/We acknowledge that I/we understand that I/we am/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.

14. I/We consent to the disclosure of any personal information that may be contained in this agreement 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.