Casera Pre-Authorized Debit Agreement (Payor's PAD Agreement)

New Authorization: ☐ **Cancellation Notice:** ☐ **Change to Existing:** ☐

Payee Information: Credit (Transfer to)

Account Holder(s) (the "Payee"): WAYOATA SCHOOL LUNCH PROGRAM

Address: 605 WAYOATA STREET, WINNIPEG, MANITOBA R2C 1J8

Account Information: Route: 8 7 9 ☐ Transit: 9 2 1 1 7 Account: 1 1 0 6 9 0 4 7 5 5 6 8

Payor Information: Debit (Transfer From) Please notify the payee immediately of any changes to account information

Account Holder(s) (the "Payor"): _____

_____

Address: _____

_____

Phone Number: _____

Financial Institution: _____
("Processing Institution")

Address: _____

_____

☐ ATTACH VOIDED CHEQUE HERE ☐

Account Information: Route: ☐☐☐☐ Transit: ☐☐☐☐☐ Account: ☐☐☐☐☐☐☐☐☐☐☐☐

Transaction Information:

Pad Type:
- ☐ Personal PAD
- ☐ Funds Transfer PAD
- ☐ Business PAD

CPA transaction Type: ___ ___ ___

Purpose of Payment: _____

Amount of Payment
Fixed: $_____

Variable: Not to exceed $_____

Frequency:
- ☐ One Time
- ☐ Weekly
- ☐ Bi-Weekly
- ☐ Semi-Monthly 15th & last
- ☐ Monthly, Last Day
- ☐ Monthly __ day of month
- ☐ Quarterly __ day of month
- ☐ Semi Annual __ day of month
- ☐ Annual
- ☐ Other _____

First Due Date ____ / ____ / ____ (yy / mm / dd)

Last Due Date ____ / ____ / ____ (yy / mm / dd)

Sporadic ☐

AUTHORIZATION

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

_____ _____
Signature of Payor Date

_____ _____
Signature of Payor Date

Note: If only one signature is requires for the account, then only one Payor need sign. However if two or more signatures are required then both or all Payors must sign.

WAIVER OF PRE-NOTIFICATION (*Does not apply to sporadic PADS)*

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 adjustment.

_____ _____
Signature of Payor Date

_____ _____
Signature of Payor Date

CANCEL PAYMENT (_____ *days notice is required* ***before*** *the next PAD will be issued. Cannot exceed 30 days)*

_____ _____
Signature of Payor Date

_____ _____
Signature of Payor Date

TERMS AND CONDITIONS

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

2. Particulars of the Account that 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 Authorization.

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

4. This Authorization 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 Page 1, Cancel Payment section. I/we acknowledge that I/we can obtain a sample cancellation form or further information on my/our right to cancel this Acknowledgement from Processing Institution or by visiting www.cdnpay.ca.

I/we acknowledge that if I/we wish to cancel this Authorization 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 Authorization does not terminate any contract for goods or services that exists between me/us and Payee. This Authorization 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 Authorization to Payee constitutes delivery by me/us to Processing Institution. Any delivery of this Authorization to Payee constitutes delivery by the Payor.

7. If this Authorization 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 I/we will receive:

(a) with respect to fixed amount business or 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); or

(b) with respect to variable amount business or 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 every PAD; or

(c) with respect to business, personal or funds transfer PADs, at least 10 calendar days written notice from the Payee of any change in the amount of the PAD which results from a change in any applicable tax rate, a top-up or other adjustment. No pre-notification will be given if the amount of the PAD decreases as a result of a reduction in municipal, provincial, or federal tax.

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. If this Authorization provides for PADs with sporadic frequency, I/we understand that the Payee is required to obtain an authorization from me/us for each and every PAD prior to the PAD being exchanged and cleared. I/we agree that a password or security code or other signature equivalent will be issued and will constitute valid authorization for the Processing Institution to debit the Account.

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

10. I/We acknowledge that Processing Institution is not required to verify that any purpose of payment for which the PAD was issued has been fulfilled by Payee as a condition to honouring a PAD issued or caused to be issued by Payee on the Account.

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

(a) the PAD was not drawn in accordance with this Authorization;

(b) this Authorization was revoked; or

(c) pre-notification was required and was not received.

I/We further acknowledge that in order to be reimbursed, a declaration to the effect that either (a), (b), or (c) took place must be completed and presented to the branch of Processing Institution holding the Account on or before the 90th calendar day in the case of a personal PAD or a funds transfer PAD that has recourse through the clearing system or, in the case of a business PAD, on or before the 10th business day, in each case after the date on which the PAD in dispute was posted to the Account.

12. 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.

13. I/We acknowledge and agree that if this Authorization is for funds transfer PADs and the Payee does not provide recourse through the clearing system, then no recourse will be provided through the clearing system (that is, I/we will not receive automatic reimbursement in the event of a dispute) and I/we must seek reimbursement or recourse from the Payee in the event a PAD is erroneously charged to the Account.

14. Unless this Authorization 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 a debit does not comply with this Authorization. For example, I/we have the right to receive reimbursement for any debit that is not authorized or is not consistent with this Authorization. To obtain more information on my/our recourse rights I/we can contact Processing Institution or visit www.cdnpay.ca.

15. I/We acknowledge that I/we understand that I/we are participating in a PAD plan established by Payee and I/we accept participation in the PAD plan upon the terms and conditions set out herein.

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