

Powershop Direct Debit Terms & Conditions



Effective 30 April 2021

1 THE INITIATOR:

1.1 Same Day Debiting (Customer Authorised Debit)

Will not initiate a Direct Debit on my/our account unless authorisation is received from me/us in accordance with the terms and conditions agreed between me/us and the Initiator of each amount to be debited from my/our account. Has agreed to send notice of the net amount of each Direct Debit and the due date of debiting after receiving authorisation from me/us under this clause 1.1 but no later than the date when the Direct Debit will be initiated. This notice must be provided either:

- in writing; or
- by electronic mail where the Customer has provided prior written consent to the Initiator.

The notice will include the following message:

“The amount of \$.....was direct debited to your bank account on (initiating date).”

1.2 Advance Notice of Direct Debit

Has agreed to give advance notice of the net amount of each Direct Debit and the due date of debiting at least 2 business days before (but not more than 2 calendar months) the date when the Direct Debit will be initiated.

This notice must be provided either:

- in writing; or
- by electronic mail where the Customer has provided prior written consent to the Initiator.

The notice will include the following message:

“The amount of \$.....will be direct debited to your bank account on (initiating date).”

2 THE CUSTOMER MAY:

- At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank and to the Initiator.
- 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.
- 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 terms of clause 1.1 above, request the Bank to reverse or alter any such Direct Debit initiated by the Initiator by debiting the amount of the reversal or alteration of a Direct Debit back to the Initiator through the Initiator’s Bank, PROVIDED such request is made not more than 120 days from the date when the Direct Debit was debited to my/our account.

3 THE CUSTOMER ACKNOWLEDGES THAT:

- This Authority will remain in full force and effect in respect of all Direct Debits made from 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.
- 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.
- 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.
- The Bank accepts no responsibility or liability for the accuracy of information about payments on Bank Statements.
- The Bank is not responsible for, or under any liability in respect of:
 - any variations between notices given by the Initiator and the amounts of Direct Debits;
 - 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.

- Notice given by the Initiator in terms of clause 1.1 or 1.2 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:

- 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.
- At any time terminate this Authority as to future payments by notice in writing to me/us.
- Change its current fees for this service in force from time-to-time.