LinksPay

Company # 2305548

DIRECT DEBIT REQUEST
Please use a black ink, print in capital letters and avoid contact with the edge of the box

AUT MILLENNIUM

CUSTOMER DETAILS

Customer Ref ID: (Office use only)

First Name: Last Name:

Street Address

Suburb: City: Postcode:

Email: Phone - Mobile:

Credit/Debit Card Authority
I / We authorise IntegraPay Limited to collect recurring instalments by initiating a transaction from my/our Credit or Debit Card as detailed below. I / We understand that this Authority will remain in forces as per the Payment Agreement Terms and Conditions accompanying this Authority

Please be aware that all credit card direct debits will incur a 2% fee

Card Holder Name:

Settlement Account

Card Number: Card Visa Mastercard

Card Holder Signature: X

M M / Y Y

I / we acknowledge that AUT MILLENNIUM will appear as the business name on my credit card statement.

Customer to Initial in agreement

OR Direct Debit Authority

BANK INSTRUCTIONS

Name of Bank Account

Settlement Account

AUTHORITY TO ACCEPT DIRECT DEBITS
(not to operate as an assignment or agreement)

AUTHORISATION CODE
0219991

Bank Branch Account Suffix

BANK:

BRANCH:

TOWN/CITY:

I/We authorize you to until further notice debit my/our account with all amounts which
LINKSPAY (NZ) LIMITED
the registered initiator of the above Authorization Code, may initiate by Direct Debit. I/We acknowledge and accept, that the bank accepts this authority only upon the conditions listed on the reverse of this form.

Authorised signature of ac-

D D / M M / Y Y Y Y

APPROVED
1999
11 15

FOR BANK USE ONLY :
Original – Retain at Branch

Date Received: Recorded By: Checked By:

BANK STAMP

Payment Agreement Terms and Conditions

1. PARTIES

The "Facility Owner" means the organisation providing the service for which the Customer is paying. The "Customer" means the person or party signing this Direct Debit Authority and Agreement. "Payment Contract" means the contract in which the Customer has enter into to pay for the service provided by the Facility Owner to the Customer. "LinksPay" is LinksPay (NZ) Limited, trading as LinksPay, C/o Leisure Management Solutions, 2/24 MacKelvie Street, Grey Lynn, Auckland, New Zealand. Email info@linkspay.co.nz "IntegraPay" is Integrapay Limited, trading as Integrapay, C/o Leisure Management Solutions, 2/24 MacKelvie Street, Grey Lynn, Auckland, New Zealand. Email info@linkspay.co.nz The Customer acknowledges that LinksPay has been contracted by the Facility Owner to collect the payments due under the Payment Contract in return for having an entitlement to use the services provided by the Facility Owner and the purpose of the Contracts Privacy Act 1982, you acknowledge that all rights of the Facility Owner pursuant to this Agreement may be enforced by LinksPay under the Payment Contract, as if it were the Facility Owner, without requiring your consent or any involvement on the part of the Facility Owner. Nothing contained in the Payment Contract shall render LinksPay, the agent of the Facility Owner, for any purpose other than the collection of payments due and payable under the Payment Contract. The Customer acknowledges that LinksPay shall not in any way be liable to you for the provision of Services provided by the Facility Owner.

2. PAYMENTS

The Customer agrees to pay the instalments at the agreed payment frequency as set out in the Payment Contract with the Facility Owner until all obligations under the Payment Contract and this Agreement have been met or this Contract is terminated in accordance with clause 4 or by the Facility Owner. The Customer agrees that LinksPay shall administer the collection of payments due by the Customer to the Facility Owner. All payments due by you shall be made directly to LinksPay in the manner specified in the Agreement. The Customers obligations under this agreement is to ensure sufficient funds remain available to cover the instalment amount specified in the Payment Contract and this Agreement for at least three (3) days after the nominated instalment date. The Customers obligations under this Agreement shall continue for the Term as specified within the Payment Contract. Any failure by The Customer to avail the Services Provided by the Facility Owner does not absolve the Customer from obligations under the Payment Contract or this Agreement.

3. LATE PAYMENT FEE

A late payment fee may be payable by the Customer to LinksPay for each reversal of a payment initiated by LinksPay in accordance with the terms and conditions of this Agreement. The Customer authorises LinksPay to direct debit any amount that falls due under this clause in order to bring The Customers account up to date.

4. TERMINATION

The Customer may terminate this Agreement before the Payment Contract has run its full term if all instalments and fees due under the Payment Contract have been paid and the Customer has met their obligations of termination as described within the Payment Contract with the Facility Owner. This Agreement may not be terminated before the Payment Contract has run its full term if all fees have not been paid or approved by the Facility Owner.

5. BREACH

If the Customer is in breach of any clause in this Agreement and remains in breach for a period of 5 business days following a notice to rectify issued by the Facility Owner, then the Facility Owner may elect to suspend entitlement to Services until such time as the breach is recertified to the satisfaction of the Facility Owner, (without affecting the Customers obligation to continue the Payment of the Payment Contract and associated costs).

6. LIABILITY

To the extent permitted by law, the Facility Owner and LinksPay shall not be held liable or responsible to the Customer for any direct, indirect or consequential injury , loss or damage to the Customer or the property of the Customer whatsoever and howsoever arising. Nothing in this clause is intended to have the effect of contracting out the Consumer Guarantees Act 1993 except to the extent permitted by that Act.

7. PRIVACY

Your have the right under the Privacy Act 1993 to obtain access to and to request correction of any personal information concerning yourself held by the Facility Owner or LinksPay.

8. JURISDICTION

This Agreement is governed by the laws of New Zealand. The parties submit themselves to the non-exclusive jurisdiction of the Courts of New Zealand. 9. SEVERABILITY To the extent that any of the terms of this Agreement are prohibited, or unenforceable pursuant to or inconsistent with, any provisions at law those terms shall be excluded from this Agreement. The remainder of this Agreement and its application will not be affected and will remain enforceable.

10. AMENDMENTS

No amendments to this Agreement or alteration to the payment terms or billing arrangements contained herein can be made without the prior written agreement of the Facility Owner and LinksPay .

11. INTERPRETATION

A reference to a Statue includes a reference to a regulation made under that Statue and any amendment thereto; A reference to a party includes that party's executors, administrators, personal representative, successors and assigns; A reference to the singular includes the plural and vice versa; Headings in this Agreement are for convenience and identification of clauses only and do not otherwise affect its interpretation.

I acknowledge that I have read and accept the Terms and Conditions of this Agreement.

Customer signature:

D D / M M / Y Y Y Y

Conditions of this Authority to Accept Direct Debits

1. The Initiator:
(a) Has agreed to send Notice of the net amount of each Direct Debit no later than the day the Direct Debit is initiated. This notice will be provided in writing (including by electronic means and SMS where the Customer has provided prior written consent (including by electronic means including SMS) to communicate electronically). The notice will include the following message:- "The amount of $....., was Direct Debited to your Bank account on (initiating date)."
(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 notice of termination to the Bank and to the Initiator by means agreed by the customer, Bank and 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.
(c) 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(a) 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:
(a) This authority will remain in full force and effect in respect of all Direct Debits passed to 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.
(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 dispute lies 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; and - 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's failure to give notice in accordance with 1(a) 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 signed 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