

# CREDIT CARD REQUEST

When completed please **FAX** to +612 8246-6337  
or email to [accounts@siteminder.com.au](mailto:accounts@siteminder.com.au)



## SITEMINDER



STM NZD 21878

Business:  Customer Reference:

Surname :  Given Name :   
(or Business Name)

\*Mobile Ph :

\*Email :

\* Indicates a mandatory field

Address:

## Debit Arrangement/Payment Details

1. **Once Only Debit** Date:         Debit \$   .

D D M M Y Y Y Y

2. **Regular Debits** Date:         Debit \$   .

D D M M Y Y Y Y

3. **Debit Frequency**  Weekly  Fortnightly  Monthly  4 Weekly  
(Default)

4. **Debit Duration**  Continue regular debits Until Further Notice (Min.  Payments)  
(Default)  Until I have Paid:  Regular Debits

Fees / Charges

<b>Administration Fee:</b>	N/A	<b>Transaction Fee:</b>	N/A	<b>Credit Card Fee:</b>	N/A	<b>Dishonour Fee:</b>	\$9.20
----------------------------	-----	-------------------------	-----	-------------------------	-----	-----------------------	--------

## Credit Card Authority

I / We authorise **Ezidebit (NZ) Ltd** to collect the instalments by initiating a transaction, at the frequency indicated above, from the Credit Card company indicated below.

VISA  MasterCard

Card Holder Name:

Card Number:

Expiry Date:  /

Signature:  Date:  /  /

I / we acknowledge that **Ezidebit (NZ) Ltd** will appear as the business name on my credit card statement.

# 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 Payment Contract.

"Payment Contract" means the Agreement in which the Customer has agreed to pay for the service provided by the Facility Owner. Hereafter referred to as the "Agreement"

"Ezidebit NZ Ltd, PO Box 5587, Wellington 6145, New Zealand Phone 0800 478 483 Fax 04 473 6511 Email info@ezidebit.co.nz

The Customer acknowledges that Ezidebit has been contracted by the Facility Owner to collect the payments due under the Agreement in return for having an entitlement to use the services provided by the Facility Owner.

Nothing contained in the Payment Contract shall render Ezidebit, the agent of the Facility Owner, for any purpose other than the collection of payments due and payable under the Agreement.

You acknowledge that Ezidebit shall not in any way be liable to you for the provision of Services.

For 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 Ezidebit, as if it were the Facility Owner, without requiring your consent or any involvement on the part of the Facility Owner.

## 2. PAYMENTS

Ezidebit shall administer the collection of payments due by you to the Facility Owner. All payments due by you shall be made directly to Ezidebit in the manner specified in the Agreement.

It can take up to three (3) days for payments to be processed from your account. Your obligations under this agreement is to ensure sufficient funds remain available to cover the instalment amount specified in this agreement for at least three (3) days after the nominated instalment date.

## 3. TERMINATION

Unless written notice of termination of the Agreement is received at least 20 Business Days prior to the Expiration Date of the Membership, the Membership will continue for an Extended Term on a month to month Membership with the same payment method, installment and frequency of payment for each succeeding month as described in the Agreement. The Extended Term may be terminated by 20 Business Days written notice to Ezidebit.

## 4. BREACH

If you are in breach of any clause in this Agreement and remain 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 your entitlement to Services until such time as the breach is recertified to the satisfaction of the Facility Owner, (without affecting your obligation to continue payment the Agreement and associated costs).

## 5. LIABILITY

To the extent permitted by law, the Facility Owner and Ezidebit shall not be held liable or responsible to you for any direct, indirect or consequential injury, loss or damage to you or your property 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.

The Facility Owner's liability for any breach of this Agreement is limited (if capable of limitation by law) at the discretion of the Owner to:

- a) the supply of the Services for a term equating to your Initial Term; or
- b) the payment to you of the equivalent Membership Fee for your Initial Terms.

All implied warranties, terms and condition shall, except where otherwise provided by Statute, be excluded from this Agreement.

## 6. PRIVACY

You 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 Ezidebit.

## 7. 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.

## 8. 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.

## 9. 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 Ezidebit.

## 10. INTERPRETATION

A reference to a Statute includes a reference to a regulation made under that Statute 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.

---

# DIRECT DEBIT REQUEST

When completed please **FAX** to +612 8246-6337  
or email to [accounts@siteminder.com.au](mailto:accounts@siteminder.com.au)



# SITEMINDER



STM NZD 21878

Business:  Customer Reference:

Surname :  Given Name :   
(or Business Name)

\*Mobile Ph :

\*Email :

\* Indicates a mandatory field

Address:

## Debit Arrangement/Payment Details

### 1. Once Only Debit

Date:          
D D M M Y Y Y Y

Debit \$

### 2. Regular Debits

Date:          
D D M M Y Y Y Y

Debit \$

### 3. Debit Frequency

Weekly  Fortnightly  Monthly (Default)  4 Weekly

### 4. Debit Duration

Continue regular debits Until Further Notice (Min.  Payments) (Default)  
 Until I have Paid:  Regular Debits

#### Fees / Charges

<b>Administration Fee:</b>	N/A	<b>Transaction Fee:</b>	N/A	<b>Dishonour Fee:</b>	\$9.20
----------------------------	-----	-------------------------	-----	-----------------------	--------

## BANK INSTRUCTIONS

Name of Bank Account:

### BANK ACCOUNT FROM WHICH PAYMENTS TO BE MADE:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Bank	Branch	Account	Suffix

(Please attach an encoded deposit slip to ensure your number is loaded correctly)

TO THE BANK MANAGER

BANK:

BRANCH:

TOWN/CITY:

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

**AUTHORIZATION CODE**  
**0218995**

I/We authorize you until further notice to debit my/our account with all amounts which

### EZIDEBIT (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.

### INFORMATION TO APPEAR ON MY/OUR STATEMENT:

<input type="text"/>	<input type="text"/>	<input type="text"/>
Payer Particulars	Payer Code	Payer Reference

**YOUR SIGNATURE(S)**

**DATE:**     /     /

<u>APPROVED</u> <hr/> 0922 <hr/> 05      08	<b>FOR BANK USE ONLY :</b> Original – Retain at Branch Date Received : <input type="text"/> Recorded By : <input type="text"/> Checked By : <input type="text"/>	<b>BANK STAMP</b>
---	--	-------------------

# 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 Payment Contract.

"Payment Contract" means the Agreement in which the Customer has agreed to pay for the service provided by the Facility Owner. Hereafter referred to as the "Agreement"

"Ezidebit NZ Ltd, PO Box 5587, Wellington 6145, New Zealand Phone 0800 478 483 Fax 04 473 6511 Email info@ezidebit.co.nz

The Customer acknowledges that Ezidebit has been contracted by the Facility Owner to collect the payments due under the Agreement in return for having an entitlement to use the services provided by the Facility Owner.

Nothing contained in the Payment Contract shall render Ezidebit, the agent of the Facility Owner, for any purpose other than the collection of payments due and payable under the Agreement.

You acknowledge that Ezidebit shall not in any way be liable to you for the provision of Services.

For 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 Ezidebit, as if it were the Facility Owner, without requiring your consent or any involvement on the part of the Facility Owner.

## 2. PAYMENTS

Ezidebit shall administer the collection of payments due by you to the Facility Owner. All payments due by you shall be made directly to Ezidebit in the manner specified in the Agreement.

It can take up to three (3) days for payments to be processed from your account. Your obligations under this agreement is to ensure sufficient funds remain available to cover the instalment amount specified in this agreement for at least three (3) days after the nominated instalment date.

## 3. TERMINATION

Unless written notice of termination of the Agreement is received at least 20 Business Days prior to the Expiration Date of the Membership, the Membership will continue for an Extended Term on a month to month Membership with the same payment method, installment and frequency of payment for each succeeding month as described in the Agreement. The Extended Term may be terminated by 20 Business Days written notice to Ezidebit.

## 4. BREACH

If you are in breach of any clause in this Agreement and remain 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 your entitlement to Services until such time as the breach is recertified to the satisfaction of the Facility Owner, (without affecting your obligation to continue payment the Agreement and associated costs).

## 5. LIABILITY

To the extent permitted by law, the Facility Owner and Ezidebit shall not be held liable or responsible to you for any direct, indirect or consequential injury, loss or damage to you or your property 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.

The Facility Owner's liability for any breach of this Agreement is limited (if capable of limitation by law) at the discretion of the Owner to:

- a) the supply of the Services for a term equating to your Initial Term; or
- b) the payment to you of the equivalent Membership Fee for your Initial Terms.

All implied warranties, terms and condition shall, except where otherwise provided by Statute, be excluded from this Agreement.

## 6. PRIVACY

You 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 Ezidebit.

## 7. 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.

## 8. 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.

## 9. 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 Ezidebit.

## 10. INTERPRETATION

A reference to a Statute includes a reference to a regulation made under that Statute 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.

---

## Conditions of this Authority to Accept Direct Debits

### 1. The Initiator:

a) The initiator undertakes to give notice to the acceptor of the commencement date, frequency and amount at least 10 calendar days before the first Direct Debit is drawn (but not more than 2 calendar months). This notice will be provided either: (i) in writing; or (ii) by electronic mail where the customer has provided written consent to the initiator. Where the Direct Debit system is used for the collection of payments which are regular as to frequency, but variable as to amounts, the initiator undertakes to provide the acceptor with a schedule detailing each payment amount and each payment date. In the event of any subsequent change to the frequency or amount of the Direct Debits, the initiator has agreed to give advance notice at least 30 days before the change comes into effect.

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 written notice of termination to the Bank and to the Initiator.

b) Stop payment of any Direct Debit is 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 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 to this authority. Any other disputes 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
- any variations between notices given by the initiator and the amounts of the Direct Debits.

e) The Bank is not responsible for, or under any liability in respect of the initiators 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.

f) Notice given by the initiator in terms of clause 1(b) to the debtor responsible for the payments 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:-

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 executed 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 it current fees for this service in force from time to time.