

# Sacred Heart Parish

## PAD AGREEMENT

**Definitions:**

In this Agreement: “I”, “We”, “Our”, “Me”, “My”, “Us”, “Payor” refers to the person(s) signing this Agreement.

Pre-Authorized Debit (“PAD”): means a Pre-Authorized debit payment item in electronic form drawn pursuant to this Agreement on my/our account at my/our Financial Institution (“FI”).

**Operation:**

I/We understand and undertake that:

- (a) This authorization is for the benefit of “Sacred Heart Parish” and my/our FI where I/we have my/our account. My/Our FI agrees to process debits against my/our account in accordance with the rules of the Canadian Payment Association (“CPA”);
  - (b) Giving this authorization to the Company is the same as giving it to my/our FI;
  - (c) My/Our FI is not required to verify that the PAD conforms with my authorization;
  - (d) My/Our FI is not required to verify that the purpose of payment to which this PAD relates has been fulfilled;
  - (e) Revoking this authorization does not terminate any contact between me/us and the Company.
- My/Our authorization applies only to the method of payment and has no bearing otherwise on the contract.

**Pre-Notification:**

The Company and I/us agree to hereby waive all notification requirements from the Company for the variable amount PADs.

**Cancellation:**

I/We may revoke my/our authorization at any time, subject to providing notice of at least 10 days prior to the next debit due date. I/We must advise the Company in writing or by signing the cancellation area below. To obtain a sample cancellation form, or for more information on my/our right to cancel a PAD agreement, I/we may contact my/our FI or visit [www.cdnpay.ca](http://www.cdnpay.ca).

**The Account:**

I/We confirm that:

- (a) All persons required to sign on my/our account with my/our FI have signed this agreement;
  - (b) I/We certify that all of the personal and account information recorded in this Agreement is correct.
- I/We will inform the Company in writing of any change to such information at least 10 business days prior to the next due date of the PAD.

**Dispute and Reimbursement:**

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 this PAD agreement. To obtain more information on my/our recourse rights, I/we may contact my/our FI or visit [www.cdnpay.ca](http://www.cdnpay.ca).

I/we understand that:

- (a) I/We may dispute a PAD and may claim for reimbursement if:
  - (i) the PAD was not drawn in accordance with this Agreement; or
  - (ii) the Agreement was revoked; or
  - (iii) no Agreement exists between me/us and the purported payee
- (b) If I/we are claiming reimbursement, I/we must, within 90 calendar days of the date of posting of a Personal PAD or Funds Transfer PAD or 10 business days in the case of a Business PAD, complete a declaration to my/our FI that I/we have a claim for one of the reasons given in the preceding paragraph;
- (c) In the case where the declared condition is “no Agreement exists between me/us and purported Payee”, I/we may claim reimbursement within 90 calendar days after the posting date on my/our account statement which shows the improperly processed debit;
- (d) Any claim relating to a PAD which is advanced after the expiry of the time in the preceding paragraph or any Funds Transfer PADs is strictly a matter between me/us and the Company.

I/We authorize the processing of a PAD through my/our account as detailed below:

Payor Name(s): \_\_\_\_\_ (Customer's Name, i.e. John Smith)

Name of FI: \_\_\_\_\_ (Customer's Bank, i.e. ABC Bank)

Address of FI: \_\_\_\_\_ Phone: \_\_\_\_\_

MICR Field Information (attach a void cheque if possible)

Branch#				

Bank#		

Account#									

Frequency:  One-Time  Monthly  Semi-Monthly (twice a month)  Weekly  Other (Specify) \_\_\_\_\_

Amount:  Fixed \$ \_\_\_\_\_  Variable \$ \_\_\_\_\_ This is  Personal  Business

Start date: \_\_\_\_\_ (dd/mm/yyyy)

I understand and agree to the terms and conditions of this Agreement.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Authorization to cancel PAD
Signature: _____
Date: _____ (dd/mm/yyyy)

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