





Sussex Realty
PROPERTY MANAGEMENT • REAL ESTATE

274 Osborne St. N. | Winnipeg, MB R3C 0M7
T: (204) 488-4444 | F: (204) 489-8319  
jennv@sussexrealty.ca

DIRECT DEBIT PAYMENTS – TERMS AND CONDITIONS

"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 against my account in accordance with the Rules of the Canadian Payments Association."

"I (We) warrant and guarantee that all persons whose signatures are required to sign on this account have signed this agreement below."

"This authorization may be cancelled at any time upon notice by (Name of Payor). I (We) acknowledge that, in order to revoke this authorization, I (We) must provide notice of revocation to (Name of Payee)."

"I (We) acknowledge that provision and delivery of this authorization to (Name of Payee) constitutes delivery by (Name of Payor) to (Processing Institution). Any delivery of this authorization to you constitutes delivery by (Name of Payor)."

"I (We) undertake to inform (Name of Payee), in writing, of any change in the account information provided in this authorization prior to the next due date of the DIRECT DEBIT."

"I (We) acknowledge that (Processing Institution) is not required to verify that a DIRECT DEBIT has been issued in accordance with the particulars of the Payor's Authorization including, but not limited to, the amount."

"I (We) acknowledge that (Processing Institution) is not required to verify that any purpose of payment for which the DIRECT DEBIT was issued has been fulfilled by (Name of Payee) as a condition to honoring a DIRECT DEBIT issued or caused to be issued by (Name of Payee) on (Name of Payor) account."

"Revocation of this authorization does not terminate any contract for goods or services that exists between (Name of Payor) and (Name of Payee). The Payor's Authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged."

"A Direct Debit may be disputed by a Payor under the following conditions:

1. The Direct Debit was not drawn in accordance with the Payor's Authorization; or
2. The authorization was revoked; or
3. Pre-notification was not received

The Payor, in order to be reimbursed, acknowledges that a declaration to the effect that either (1), (2), or (3) took place, must be completed and presented to the branch of the Processing Institution holding the Payor's account up to and including 90 calendar days in the case of a personal household DIRECT DEBIT (or up to and including 10 business days in the case of business DIRECT DEBIT), after the date on which the DIRECT DEBIT in dispute was posted to the Payor's account.

The Payor acknowledges that a claim on the basis that the Payor's Authorization was revoked, or any other reason, is a matter to be resolved solely between the Payee and the Payor when disputing any DIRECT DEBIT after (90 calendar days in the case of a personal/household DIRECT DEBIT or 10 business days in the case of a business DIRECT DEBIT).

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 Direct Debit that is not authorized or is not consistent with this Direct Debit Agreement. To obtain a form for a Reimbursement Claim, or for more information on my/our recourse rights, I/we may contact my/our financial institution or visit www.payments.ca