

# District of Central Saanich - Payor's PAD agreement (pre-authorized payment plans)

PAYOR ADDRESS	PAYEE ADDRESS
NAME: _____	NAME: District of Central Saanich
ADDRESS: _____	ADDRESS: 1903 Mt Newton X Road
CITY: _____ PROV: _____	CITY: Saanichton PROV: BC
POSTAL CODE: _____ PHONE: _____	POSTAL CODE: V8M 2A9 PHONE: (250) 544 4206
E-MAIL: _____	PAYOR BANKING INFORMATION, Name and address of Financial institution Please attach a cheque marked 'VOID'.

### SELECT (or Cancel) PAYMENT PLAN(S) (Check one or both)

<p><b>Property taxes:</b> (CPA transaction type: 385)</p> <p><input type="checkbox"/> <b>Roll number:</b> _____ Eleven monthly payments starting July 15 each year.</p> <p>Monthly payment: _____ = Maximum of 9% of prior year net taxes</p> <p>Auto Recalculate each year: <input type="checkbox"/> Maximum Amount: _____</p> <p><b>Starting date</b> _____ Payor initials _____</p> <p><b>Cancellation date:</b> _____ Payor initials _____</p>	<p><b>Utilities:</b> (CPA transaction type: 436)</p> <p><input type="checkbox"/> <b>Account number:</b> _____</p> <p>The balance due on your bill is debited from your bank account on the due date.</p> <p><b>Starting date</b> _____ Payor initials _____</p> <p><b>Cancellation date:</b> _____ Payor initials _____</p>
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### PAYMENT PLAN AUTHORIZATION

I / We acknowledge that this Authorization is provided for the benefit of the "Payee" and "Processing Institution" and is provided in consideration of the Processing Institution agreeing to process debits ("PADs") against the Account with Processing Institution in accordance with the Rules of the Canadian Payments Association. (the "CPA Rules"). By signing this Authorization, the Payor acknowledges having received and having read a copy of this Agreement, including the terms and conditions on page 2, acknowledges understanding the terms and condition of this Agreement, including the terms and conditions on page 2. I/we warrant and guarantee that the person(s) whose signature(s) are required to sign on the Account have signed the Authorization.

If only one signature is required for the account, then only one Payor need sign. If two or more signatures are required, then both or all Payors must sign.

Payor 1 signature: _____ Date: _____	Payor 2 signature: _____ Date: _____
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### PAYMENT PLAN CANCELLATION

The Payor hereby cancels the Payor's PAD Agreement(s) as indicated above

Payor 1 signature: _____ Date: _____	Payor 2 signature: _____ Date: _____
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### PAYMENT PLAN INFORMATION

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|-----------------------|---|
| <b>General</b>        | <ul style="list-style-type: none"> <li>The Collector may cancel a payment plan if two consecutive payments are not honoured. There will be a \$20.00 fee added to the account if payments are returned.</li> <li>The Collector will not refund payments made by pre-authorized payment. However, if a payment is mistakenly made after having sold a property, a refund will be considered if we are provided with a Statement of Adjustments and a proof of title transfer. A \$20.00 fee will be charged for refund administration.</li> <li>If you sell your house and / or change banks, please notify the Finance department (250-544-4206) well in advance of the next scheduled payment. Your plan will not be cancelled unless you provide notice to us in writing. You will need to complete and sign a new agreement form.</li> </ul>   |
| <b>Property Taxes</b> | <ul style="list-style-type: none"> <li>Starting July 15th, eleven monthly payments will be deducted from your account on the 15<sup>th</sup> of each month until May 15th. Either you set the monthly amount to a maximum of nine percent of last years taxes, minus any applicable grant or the District will automatically calculate your payment based on the prior year tax levy. When you receive your tax notice in mid-May, it will show the sum of all payments plus interest. Simply pay the balance by the due date and claim your Home Owner Grant if you are eligible. To change the monthly installment amount please contact the Finance department (250-544-4206) well in advance of the next scheduled payment.</li> <li>Interest will be paid on your tax account credit balance starting July 15 of each year and then on each monthly payment to May 15. The interest (annual rate set at 3.00% below the prime rate each year) is calculated to the July due date of each year (min. interest 0.5%).</li> </ul> |
| <b>Utilities</b>      | <ul style="list-style-type: none"> <li><b>Properties with arrears and/ or delinquent accounts are not eligible for this plan.</b></li> <li>If you choose to pay your utility bill by pre-authorized payment, the total owing minus the discount will be deducted from your account on the date the bill is due.</li> </ul>  |

## TERMS AND CONDITIONS

1. I/We hereby authorize Payee, in accordance with the terms of my/our account agreement with Processing Institution, to debit or cause to be debited the Account for the purposes indicated in the "Payment Type" section on page 1 of this Agreement.
2. Particulars of the Account that Payee is authorized to debit are indicated in the "Payment Details" section on page 1 of this Agreement. A specimen cheque, if available for the Account, has been marked "VOID" and attached to this Authorization.
3. I/We undertake to inform the Payee, in writing, of any change in the Account information provided in this Authorization prior to the next due date of the PAD.
4. This Authorization is continuing but may be cancelled at any time upon notice being provided by me/us, either in writing or orally, with proper authorization to verify my/our identity within the specified number of days before the next PAD is to be issued as noted on Page 1, Cancel Payment section. I/we acknowledge that I/we can obtain a sample cancellation form or further information on my/our right to cancel this Acknowledgement from Processing Institution or by visiting [www.cdnpay.ca](http://www.cdnpay.ca). I/we acknowledge that if I/we wish to cancel this Authorization or if I/we have any questions or need further information with respect to a PAD, I/we can contact the Payee at the telephone number or address set out in this Agreement.
5. Revocation of this Authorization does not terminate any contract for goods or services that exists between me/us and Payee. This Authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged.
6. I/We acknowledge that provision and delivery of this Authorization to Payee constitutes delivery by me/us to Processing Institution. Any delivery of this Authorization to Payee constitutes delivery by the Payor.
7. If this Authorization is for fixed or variable amount business, personal or funds transfer PADs recurring at set intervals, unless I/we have waived any and all requirements for pre-notification of debiting in the "Waiver of Pre-Notification" section on page 1 of this Agreement, or unless the change in the amount of any such PAD will occur as a result of my/our direct action (such as, but not limited to, telephone instructions or other remote measures), I/we acknowledge I/we will receive:
  - (a) with respect to fixed amount business or personal PADs, written notice from the Payee of the amount to be debited and the due date(s) of debiting, at least 10 calendar days before the due date of the first PAD, and such notice will be received every time there is a change in the amount or the payment date(s); or
  - (b) with respect to variable amount business or personal PADs, written notice from the Payee of the amount to be debited and the due date(s) of debiting, at least 10 calendar days before the due date of every PAD; or
  - (c) with respect to business, personal or funds transfer PADs, at least 10 calendar days written notice from the Payee of any change in the amount of the PAD which results from a change in any applicable tax rate, a top-up or other adjustment. No pre-notification will be given if the amount of the PAD decreases as a result of a reduction in municipal, provincial, or federal tax.Pre-notification may be given in writing or in any form of representing or reproducing words in visible form, which, if I/we have provided an email address to the Payee, includes an electronic document.
8. The amount of pre-notification provided will change when there is a change in the pre-notification requirements contained in the CPA Rules.
8. If this Authorization provides for PADs with sporadic frequency, I/we understand that the Payee is required to obtain an authorization from me/us for each and every PAD prior to the PAD being exchanged and cleared. I/we agree that a password or security code or other signature equivalent will be issued and will constitute valid authorization for the Processing Institution to debit the Account.
9. I/We acknowledge that Processing Institution is not required to verify that a PAD has been issued in accordance with the particulars of this Authorization, including, but not limited to, the amount.
10. I/We acknowledge that Processing Institution is not required to verify that any purpose of payment for which the PAD was issued has been fulfilled by Payee as a condition to honouring a PAD issued or caused to be issued by Payee on the Account.
11. I/We acknowledge that, if this Authorization is for personal or business PADs or for funds transfer PADs that have recourse through the clearing system, a PAD may be disputed but only under the following conditions:
  - (a) the PAD was not drawn in accordance with this Authorization;
  - (b) this Authorization was revoked; or
  - (c) pre-notification was required and was not received.I/We further acknowledge that in order to be reimbursed, a declaration to the effect that either (a), (b), or (c) took place must be completed and presented to the branch of Processing Institution holding the Account on or before the 90th calendar day in the case of a personal PAD or a funds transfer PAD that has recourse through the clearing system or, in the case of a business PAD, on or before the 10th business day, in each case after the date on which the PAD in dispute was posted to the Account.
12. I/We acknowledge that any claim made after the periods set out above must be resolved solely between me/us and the Payee and there is no entitlement to reimbursement from the Processing Institution.
13. I/We acknowledge and agree that if this Authorization is for funds transfer PADs and the Payee does not provide recourse through the clearing system, then no recourse will be provided through the clearing system (that is, I/we will not receive automatic reimbursement in the event of a dispute) and I/we must seek reimbursement or recourse from the Payee in the event a PAD is erroneously charged to the Account.
14. Unless this Authorization is for a funds transfer PAD that does not have recourse through the clearing system, I/we acknowledge that I/we have certain recourse rights if a debit does not comply with this Authorization. For example, I/we have the right to receive reimbursement for any debit that is not authorized or is not consistent with this Authorization. To obtain more information on my/our recourse rights I/we can contact Processing Institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).
15. I/We acknowledge that I/we understand that I/we are participating in a PAD plan established by Payee and I/we accept participation in the PAD plan upon the terms and conditions set out herein.
16. I/We consent to the disclosure of any personal information that may be contained in this Authorization to the financial institution that holds the account of the Payee to be credited with the PAD to the extent that such disclosure of personal information is directly related to and necessary for the proper application of Rule H1 of the Rules of the Canadian Payments Association.