

Customised Deliveries (2013) Limited



I/We, as, or on behalf of the applicant apply for credit from Customised Deliveries (2013) Limited ("Company") and agree to be bound by the terms of credit and conditions of carriage contained herein ("Terms & Conditions").

SECTION A - CREDIT ACCOUNT APPLICATION

Trading Name of Customer: _____	
Legal Name of Customer: _____	("Customer")
Business Status:	<input type="radio"/> Company (Ltd) <input type="radio"/> Partnership <input type="radio"/> Sole Trader <input type="radio"/> Trust <input type="radio"/> Other
Type of Business: _____	Company/NBNZ Number: _____
Registered for GST:	<input type="radio"/> Yes <input type="radio"/> No GST Number: _____
Physical Address: _____	Post Code: _____
Postal Address: _____	Post Code: _____
Contact Numbers:	Office phone: () _____ Facsimile: () _____
Service User:	Key Contact Name: _____ Position: _____ Office Phone: () _____ Email: _____
1. Director/Owner Name:	Surname: _____ Given Names: _____ Residential Address: _____ Date of Birth: _____ Contact phone: DDI _____ Mob _____ Email: _____
2. Director/Owner Name:	Surname: _____ Given Names: _____ Residential Address: _____ Date of Birth: _____ Contact phone: DDI _____ Mob _____ Email: _____
Company Details:	If a Limited Company, please complete the following: Company Name: _____ Registered Office: _____ Date Incorporated: _____ Paid Up Capital: \$ _____ Commencement Date of Business: _____ Annual Turnover: \$ _____

SECTION B - ACCOUNT AUTHORISATION

By submitting this credit application form (the "Form"), the Customer confirms that all information supplied in the Form is true and correct, that it has read and understood our current Terms & Conditions of Carriage and that it agrees to comply with the Terms & Conditions.

Customised Deliveries (2013) Ltd may not be able to process this application unless all the information requested is provided.

Manager/Person requesting this Credit Account:	Key Contact Name: _____ Position: _____ Office Phone: () _____ Email: _____
Accounts Payable:	Key Contact Name: _____ Position: _____ Office Phone: () _____ Email: _____
Email Adresse(s) for Invoices & Statements:	1) _____ 2) _____
Amount of credit applied for:	\$ _____
Payment method:	<input type="radio"/> Direct Debit <input type="radio"/> Direct Credit <input type="radio"/> Credit Card (surcharge applies)
Credit References	Please supply three trade references excluding personal or bank references:
1. Business Name: _____	Accounts email: _____ Contact Name: _____
2. Business Name: _____	Accounts email: _____ Contact Name: _____
3. Business Name: _____	Accounts email: _____ Contact Name: _____
Director/Owner Authority	Signature: _____ Date: _____

Important Information:

Please note that Customised Deliveries (2013) Ltd payment terms are stated on the invoice/statement provided. Payment is required no later than the due date outlined. The Company reserves the right to withhold its services from any customer whose account is overdue until such time as the account is paid. In addition to the base price, you will be charged a fuel adjustment factor (FAF) to account for fluctuations in transport fuel costs. For more information, including the current FAF please contact us on 09) 974 9077. All consignments are carried subject to the conditions of carriage prevailing.

Under the Privacy Act, individuals have rights of access to, and correction of, their personal information. To request access to your personal information email enquiries@cdl-nz.com.

SECTION C - CONSENT OF DISCLOSURE

To be completed by a Company Director, Partnership or Sole Trader

Please sign your acceptance of the following terms:

I, _____ having made an application to Customised Deliveries (2013) Ltd for a credit account, irrevocably agree with Customised Deliveries (2013) Ltd (the Company) that it:

1. May collect and use information as it regards is reasonably necessary for its credit enquiries, collection and account administration purposes from any person as it considers appropriate.
2. Is authorised to receive from any person information that may reasonably be considered necessary for the company's credit enquiries, collection and account administration purposes.
3. Is authorised to provide on request such information which may reasonably be considered necessary in regard to any credit enquiries, regarding me, made by any person.
4. May collect and use name, address, telephone number & email address provided on the credit account application form and any amendments subsequently provided thereto for caller identification purposes and in respect of any enquiry concerning manifests, consignments or claims and provides such information to any person on request. May also use these contact details to provide information relating to Customised Deliveries marketing and promotional activities.
5. May review its decision whether or not to supply or continue to supply to me on credit terms if I do not provide the company with the requested information and that I have certain rights under the Privacy Act 1993 to access and request correction of the information the company holds about me.

Director/Owner Name: _____

Director/Owner Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

GUARANTEE AND INDEMNITY

Warning: Do not sign this Guarantee and Indemnity if you do not understand or have any doubts about your obligations - seek independent legal advice.

Deed Poll by the persons identified as "Guarantor" below

In favour of **Customised Deliveries (2013) Limited** and any related company of that entity that supplies Services to the Debtor from time to time at the request of the Debtor or a Guarantor (the "**Supplier**"):

This deed poll witnesses:

1 Guarantee and Indemnity

In consideration of the Supplier at the request of the person(s) listed as guarantor(s) below ("Guarantor"), supplying in the future or continuing to supply [_____] ("Debtor") with Services from time to time, the Guarantor:

- (a) guarantees to the Supplier the due performance by the Debtor of all obligations owed by the Debtor to the Supplier and punctual payment of all sums due to the Supplier now or in the future, for or in relation to the supply of Services ("**Guaranteed Moneys**"); and
- (b) as a separate obligation, indemnifies the Supplier against any liability, loss, cost, expense or damage suffered or incurred by the Supplier because any agreement between the Supplier and the Debtor for the supply of Services is unenforceable or the Guaranteed Moneys, in whole or in part, are not recoverable from the Debtor or, having been recovered, must be refunded.

2. Guarantor's Obligations

2.1 The Guarantor's obligations under this guarantee and indemnity are unconditional, irrevocable, continuing and, if there is more than one Guarantor, joint and several.

2.2 The Guarantor's liability is not affected by anything which, but for this provision, might operate to release it from or modify any of its liability, including, without limitation:

- (a) any variation of contract (including any increase in the Guaranteed Moneys), extension of time for the payment or other indulgence which may be made or given between the Supplier, the Debtor, the Guarantor or any other surety for the Guaranteed Moneys (each a "**Relevant Person**");
- (b) where a Relevant Person is a partnership, if there is any change in the membership of the partnership;
- (c) the death, bankruptcy, receivership, administration or liquidation of a Relevant Person;
- (d) the obligations of a Relevant Person under any agreement or document relating to the Guaranteed Moneys, including any other guarantee or security, being or becoming wholly or partially unenforceable or disclaimed by a liquidator or trustee in bankruptcy;
- (e) the failure by the Supplier to give notice to the Guarantor of any default by the Debtor or any other person;
- (f) the fact that any person who was intended to be bound as a guarantor in respect of the Guaranteed Moneys does not become bound or, having done so, ceases to be bound;
- (g) the fact that the Supplier does not enforce or delay the enforcement of this guarantee and indemnity or any other right or any agreement or fails to give any notice;
- (h) the fact that the Supplier has at its discretion refused further credit for the supply of Services to the Debtor; or
- (i) anything which may end or limit the Guarantor's recourse to any person or property for the recovery of moneys paid by the Guarantor under this guarantee and indemnity.

2.3 If the Debtor defaults in payment of the Guaranteed Moneys, the Guarantor must pay those moneys on demand to or as directed by the Supplier.

2.4 The Guarantor warrants that it has not taken, and it must not take, security from the Debtor in respect of any present or future obligations of the Debtor to the Guarantor.

2.5 The Guarantor must indemnify the Supplier against, and must pay the Supplier on demand, the amount of all costs of enforcing this guarantee and indemnity.

3. Evidence of Indebtedness

A certificate signed on behalf of the Supplier as to the amount owing by the Debtor on a specific day or the occurrence of a specific event will be binding on the Guarantor in the absence of manifest error. A judgement, order, award or certificate binding on the Debtor is also binding on the Guarantor

4. Independent Legal Advice

The Guarantor acknowledges and warrants that the Guarantor has executed this Guarantee and Indemnity voluntarily, has read it and understood its true nature and effect and has obtained, or is aware of its right to obtain and has declined of its own free will to obtain, independent legal and/or financial advice concerning this Guarantee and Indemnity.

5. Privacy Act

The Guarantor acknowledges and warrants that the Guarantor has read the Privacy Act within the "Consent of Disclosure" section in the Authorisation (attached) and authorises and confirms the collection, use and disclosure of the information on the same terms as the authorisation in that section.

Signed, sealed and delivered as a deed poll by each Guarantor who acknowledges having read and understood and agrees to be bound by the Credit Application, (including the Authorisation).

Dated: _____

Individual Guarantor(s):

SIGNATURE of Guarantor

SIGNATURE of Witness

Full name of Guarantor

Full name of Witness

Address of Guarantor

Address of Witness

SIGNATURE of Guarantor

SIGNATURE of Witness

Full name of Guarantor

Full name of Witness

Address of Guarantor

Address of Witness

Corporate Guarantor:

Signature of Director

Full name of Director

Signature of Director

Full name of Director

Address of Guarantor

Terms and Conditions of Carriage

1. WHERE THESE TERMS APPLY

- 1.1 The following general terms together with any delivery targets notified to you, consignment note and Price and Services Schedule (Terms) are the terms on which we will supply our services to you.
- 1.2 We recommend you seek legal advice about the Terms before engaging us and accepting them.
- 1.3 Purchase or use of any of our services by you constitutes acceptance of these Terms.

2. INTERPRETATION

- 2.1 In these Terms the following terms have the meanings specified:
Act the Contract and Commercial Law Act 2017 (CCLA).
CGA the Consumer Guarantees Act 1993.
Dangerous Goods goods listed in the IATA Dangerous Goods Regulations, any substance or article prescribed as Dangerous Goods for the purposes of the Hazardous Substances and New Organisms Act 1996 and associated regulations, any Goods listed as such on our Website and any other Goods as advised by us from time to time.
Delivery has the meaning in clause 3.2.

Event outside our control includes any delay in acceptance of any Goods by an addressee; our inability to gain access to a delivery address; seizure or destruction of any Goods by customs or any other regulatory or government authority; an act of God, earthquake, volcanic activity, flood, fire, storm or adverse weather condition; sabotage, riot, civil disturbance, epidemic, national emergency or act of war; governmental action; strike, lock-out, work stoppage or other industrial problem; traffic congestion; or delay in aircraft or other transport.

Goods goods you request us to deliver.

Member of any one of the companies in the Customised Deliveries Group means Customised Deliveries and any related group (as defined in section 2(3) of the Companies Act 1993).

Price and Services Schedule a schedule or other document, including any sales proposal provided to you, containing price and/or services information which is stated to be subject to these general terms and which we have provided to you.

Prohibited item any item we advertise or list as a prohibited item on the Website, brochures or advise in writing from time to time.

Unit has the meaning given to that term in the Act. Valuable includes any item listed as such on our Website as amended from time to time, including but not limited to any coins, bank notes, traveller's cheque, stamp or voucher, any deed, document, negotiable instrument (including any bearer security, bill of exchange or crossed cheque), bond or share, any credit, debit or other bank card, any bullion, precious or semi-precious metal or stone, any gold or silver items, glass, any jewellery or watch, any collectible or antique, any painting or work of art, car parts, live plants, uncrated motorcycles, furniture, personal effects and household removals.

We, our, us is the Customised Deliveries Group.

Website www.customiseddeliveries.co.nz

You, your is the applicant named in the attached application to open a credit account.

3. OUR RESPONSIBILITIES TO YOU

- 3.1 We will endeavour to deliver Goods correctly addressed to addresses within our delivery network within our delivery targets notified to you for the relevant service and otherwise within a reasonable time. However, we do not guarantee Delivery within these Delivery targets to the maximum extent permitted by law.
- 3.2 Delivery occurs when your Goods are delivered to the relevant address unless we agree to obtain a signature at the delivery address (in which case Delivery of the Goods will occur on collection of a signature unless the recipient authorises us to leave the Goods at the delivery address without collection of a signature) (Delivery).

4. YOUR RESPONSIBILITIES TO US

- 4.1 You must ensure all information given to us is correct and complete.
- 4.2 You must not give us any Goods that:
(a) are inadequately or incorrectly packaged;
(b) contain anything that is illegal or is capable, as packed, of causing injury or damage to any person or property;
(c) contains cash;
(d) is a Dangerous Good or Prohibited Item;
(e) is valuable, fragile or perishable.
If you give us any of the Goods referred to above for Delivery, you agree that the carriage of those Goods shall be at "owners risk" and we are not liable to pay any compensation to you for any loss or damage, or any delay in Delivery of, those Goods (unless we have consented to carry it in accordance with clause 4.6).
- 4.3 It is your responsibility to check whether the Goods you are sending comply with clauses 4.1 and 4.2. Our acceptance of any Goods does not release you from this obligation.

4.4 You acknowledge that we cannot ascertain the contents of any Goods given to us for Delivery and we will not in any circumstances be deemed to be aware of the contents.

4.5 You warrant that all personal information (including all information about your customers) you disclose to us has been collected and disclosed in accordance with the Privacy Act 1993.

4.6 You will not request Delivery to any location deemed to be dangerous by us or via any unsealed or single lane road.

4.7 Notwithstanding clause 4.2 above, we may, at our sole discretion, agree in writing to carry Goods which contain or are Dangerous Goods or Valuable, fragile or perishable items.

4.8 You must disclose to us in advance that your Goods contain Dangerous Goods or Valuable, fragile or perishable items. If we agree in writing to carry such Goods then any carriage of such Goods will be at declared value risk. To the maximum extent permitted by law, our liability for loss or damage to Goods in such case is limited to \$2,000.00 including GST per unit of Goods.

4.9 You must maintain the appropriate policies for your industry and provide annual evidence of insurance, not limited to the following:

- (a) Material Damage insurance; noting our location address;
- (b) Business Interruption insurance;
- (c) Marine Cargo Insurance;
- (d) Marine Transit Insurance; and
- (e) Public Liability including Statutory Liability.

Right to inspect items

4.10 At any time we may:
(a) open and inspect any Goods and refuse to accept any Goods for Delivery for any reason; and

(b) re-weight, re-value or re-measure Goods and, where necessary, charge the higher applicable charges accordingly (including an administration fee).

4.11 Our decision as to the weight, value or measurement of any Goods is final.

5. PAYMENT FOR OUR SERVICES

5.1 You must pay for our services in accordance with the charges specified in:

- (a) any current Price and Services Schedule that we provide to you in writing; or
- (b) our brochures or on our Website where no Price and Services Schedule has been provided, or the Price and Services Schedule provided has expired.

5.2 You must pay all Goods and Services tax and all other taxes payable in relation to the purchase or use of our services.

5.3 We will send you an invoice for our services each week or month. Unless we agree otherwise in writing, you must pay our invoice by the Due Date of the relevant invoice.

5.4 We may charge you interest on the unpaid amount of any invoice at the overnight overdraft daily interest rate charged by our principal bank plus 5% calculated daily and compounding monthly from the Due Date until the date you pay the unpaid amount.

5.5 Unless we agree otherwise in writing, you must not withhold any payment or make any setoff or deduction from any payment due. If you dispute any invoice or any part of any invoice, you must advise us of the reasons in writing within fourteen days of receipt of that invoice. We may at our sole discretion allow you to hold the disputed portion of an invoice pending determination of the dispute, provided that once the dispute is resolved you must within seven days of the date of determination or resolution of any disputed invoice, pay the amount of the disputed portion of the invoice as determined or agreed must be paid.

Acknowledgements

5.6 If payment is overdue under any contract or arrangement between you and a Member, every other Member may cancel or suspend credit and/or the supply of services under any contract or arrangement with you and retain possession of any Goods until you pay all outstanding payments.

Costs

5.7 You will pay upon demand all expenses and costs (including legal costs on a solicitor and own client basis) incurred by us in relation to the collection of overdue monies or in the exercise of any of our rights or remedies under these Terms or any other contract or arrangement between you and a Member.

General lien

5.8 All Goods shall, immediately upon coming into our possession, be subject to a particular and general lien and we may detain such Goods until you have fully paid all amounts you owe us under these Terms.

5.9 If payment is not received within thirty (30) days of the due date for payment, without prejudice to any other remedies available to us, we may, at our option:

- (a) remove any Goods and store them in such a place and in such manner as we think fit at your expense; or
- (b) sell any Goods or part thereof at your expense and on such terms as we think fit, and apply the proceeds in or towards payment of the outstanding amount; or
- (c) if we deem the Goods to be unsealable or dangerous, dispose of the Goods as we think fit, and in all cases without any liability to you.

Security Interest

5.10 You agree that all Goods in our possession and all your present and future rights in relation to those Goods are subject to a security interest in our favour for the payment of all amounts owing, and the performance of all your obligations, under these Terms or any other contract between you and a Member.

5.11 You acknowledge that we may, at your cost, register our security interest in the Goods and all your present and future rights in relation to the Goods on the Personal Property Securities Register.

5.12 You must do all things and provide all information we require for the purpose of securing the Goods, the payment of all amounts owing and the performance of all your obligations under these Terms and any other contract between you and a Member. You shall not change your name or other details without first notifying us in writing at least 14 days before such change takes effect.

5.13 You:

- (a) agree that nothing in sections 114(1)(a) (to receive notice of sale of Goods), 116 (to receive a statement of account), 120(2) (to receive notice of proposal to take Goods), 133 (to reinstate security agreement) and 134 (limit on reinstatement) of the Personal Property Securities Act 1999 (PPSA) applies to these Terms or the security interest under these Terms;
- (b) waive all your rights under sections 121 (to object to proposal) and 132 (redemption of collateral) of the PPSA; and
- (c) waive your right to receive a copy of the verification statement confirming registration of a financing statement or financing change statement relating to the security interest under these Terms.

5.14 The terms accessions, financing statement, personal property, verification statement and security interest have the meanings given to them under the PPSA.

5.15 In addition to any of our rights we have under the PPSA, we shall have the right, as your agent, at any time while any amounts owing by you under these Terms or any other contract between you and a Member, remains outstanding to enter into the premises where Goods are stored and remove them without being responsible for any damage caused in doing so.

6. OUR LIABILITY

Limitation of our liability

6.1 Subject to any specific exclusions or limitations of liability in these Terms the provision of our services is "at limited carriers risk" as defined in the Act. Subject to clause 4.8 and to the maximum extent permitted by law, our liability to you is limited to a maximum of \$2,000.00 including GST for the loss of or damage to a unit of Goods however the loss or damage arises (including as a result of negligence).

Exclusions of our liability

6.2 We have no liability to you for any loss or damage including consequential losses or flow on third party losses to the extent that the loss or damage:
(a) results from any event outside our control;
(b) occurs after Delivery of the relevant Goods; or
(c) results from any act or omission by you, including a breach of any of your obligations under these Terms.

6.3 Subject to the provisions of the Act in respect of loss of or damage to Goods, and to the maximum extent permitted by law, we have no direct or indirect liability whatsoever (whether in contract, tort or otherwise) for any direct or indirect losses, penalties, damages, costs or expenses of any kind (including indirect or consequential loss) brought, claimed, suffered or incurred by you or any third party in connection with the carriage of Goods however caused or arising and (without limiting the generality of the foregoing) whether caused intentionally or arising as a result of our negligence or otherwise.

6.4 You acknowledge and agree that if you are in trade and the services provided by us are acquired by you in trade, the provisions of the CGA together with any other conditions or warranties implied in these Terms by law are expressly excluded to the maximum extent permitted by law.

6.5 You acknowledge that we have provided specific warranties and remedies in relation to the services to be provided by us and therefore it is fair and reasonable to exclude the provisions contemplated by clause 6.4 or otherwise in these Terms.

Notification of claims

6.6 We shall not be liable to you unless you have given us written notice of any claim giving full particulars of any alleged damage or loss within 7 days after Delivery. For loss or destruction of Goods, we must be notified in writing within 14 days after date of dispatch.

6.7 You may not bring any action against us unless that action is brought within six months of the date on which you gave us the relevant Goods for Delivery.

6.8 The provisions of sections 18, 19 and 20 of the Act do not apply to these Terms. Sections 22, 23, 24, 25, 26 and 27 of the Act shall apply to these Terms to the extent they extend or enlarge our rights and powers under these Terms.

6.9 We reserve the right to obtain salvage of any damaged Goods prior to payment of any claim, and the payment of any such claim may be refused should the salvage not be available.

Indemnity

6.10 You indemnify us and agree to hold us harmless against all losses, claims, damages, costs, and expenses of any kind whatsoever (including legal costs on a solicitor and own client basis), however caused or arising and without limiting the generality of the foregoing, whether caused or arising:

- (a) out of your breach of any obligation, warranty or other provision of services in these Terms, including a failure to pay any amount owing;
- (b) your default or negligence; and
- (c) out of any claim by a third party including any claim arising from us detaining or repossessing Goods, and/or suffered or incurred by us in connection with or resulting from our provision of services.

7. EVENT'S OUTSIDE OUR CONTROL

7.1 We are not required to provide our services, or carry out any of our obligations referred to in these Terms, if it is not practical for us to do so because of an event outside our control.

8. ENDING OUR SERVICES

8.1 Either you or us may terminate any obligation we have to purchase or provide services under these Terms (as the case may be) by giving each other a minimum of 30 days' notice in writing.

8.2 We may at any time, by giving you notice in writing, end any obligation we have to provide our services and terminate these Terms if you do not comply with any of your obligations to us under these Terms or you fail to, or are unable to, pay your debts when due, or you become insolvent or being a partnership, you dissolve the partnership or being a natural person you die.

9. PRIVACY

9.1 You consent to us collecting, using and holding information about you for our business purposes including contacting you about products and services that may be of interest to you by email or using other contact details.

9.2 You consent to us collecting, using and holding general credit information about you and to us collecting such information from, and/or disclosing it to, any third party (including a credit or reporting agency) in connection with credit management and enforcement purposes (including making decisions regarding the provision of credit to you). We may credit check you and we may collect information from any person for this purpose.

10. OTHER MATTERS

10.1 We may change these Terms and any of our prices or other terms contained in a Price and Services Schedule by giving you 30 days' notice containing the relevant changes.

10.2 Notice to you must be in writing, signed by you or your authorised representative, and sent to the following address (or such other address as we may specify in writing): Customised Deliveries Ltd, PO Box 91152, Victoria St, West Auckland, 1142. Notice must be given no less than 30 days prior to cancellation or significant reduction greater than 30% of services.

10.3 We may transfer, subcontract or assign to a third party any of our rights and/or obligations under these Terms without your consent. You must not transfer, subcontract or assign your rights or obligations under these Terms.

10.4 These Terms are governed by and are subject to New Zealand law and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.

10.5 You must keep all Price and Services Schedules, other pricing information and any service variations discussed and/or agreed with you strictly confidential. You must not disclose any of this information to any third party.

10.6 To the maximum extent permitted by law, these Terms constitute the entire agreement between us and you and supersede all prior agreements, understandings, negotiations, representations and discussions between us (whether oral or written) and you agree that, if you are in trade and the services provided by us are acquired by you in trade, sections 9, 12A and 13 of the Fair Trading Act 1986 are expressly excluded and you acknowledge that we have provided specific warranties and remedies in relation to the services to be provided by us and therefore in such circumstances it is fair and reasonable to contract out of such provisions.

10.7 If there is any inconsistency between the above general terms and the terms of any Delivery targets notified to you, consignment note or any Price and Services Schedule, the above general terms shall prevail unless stated otherwise in writing.



Name of account to be debited:

Account details:

Bank	Branch number	Account number	Suffix
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AUTHORITY TO ACCEPT DIRECT DEBITS
(Not to operate as an assignment or an agreement)

To the Manager: please print full postal address clearly

Bank	
Branch	
Address	

AUTHORISATION CODE
0 2 2 9 0 0 5

Date:

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

Customised Deliveries (2013) Limited

(hereinafter referred to as the Initiator)

the registered initiator of the above Authorisation Code, may initiate by Direct Debit.

I/We acknowledge and accept that the Bank accepts this authority only upon the conditions listed on this form.

Information to appear in my/our bank statement:

Payer Particulars	Payer Code	Payer Reference
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Name of Account

Authorised Signature(s)

Approved	For Bank Use Only	Date Received:	Recorded by:	Checked by:	BANK STAMP
2900					
06 16					

Original - Retain at Branch
Copy - Forward to Initiator if requested

CONDITIONS OF THIS AUTHORITY TO ACCEPT DIRECT DEBITS

- The Initiator:**
 - Has agreed to give advance Notice of the net amount of each Direct Debit and the due date of the debiting at least 10 calendar days (but not more than 2 calendar months) before the date when the Direct Debit will be 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 advance notice will include the following message:-
"Unless advice to the contrary is received from you by (date*), the amount of \$..... will be directly debited to your Bank account on (initiating date)."
*This date will be at least two (2) days prior to the initiating date to allow for amendment of Direct Debits.
 - 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.
- The Customer may:-**
 - At any time, terminate this Authority as to future payments by giving notice of termination to the Bank and to the Initiator by the means agreed by the customer, Bank and Initiator.
 - 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.
- The Customer acknowledges that:-**
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
- The Bank may:-**
 - 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.
 - At any time terminate this authority as to future payments by notice in writing to me/us.
 - Charge its current fees for this service in force from time-to-time.