

# New Zealand Country Conditions

The following terms amend and/or supplement the Relationship Documents which shall apply to the provision of Services by the Bank to the Customer in New Zealand only ("**New Zealand Country Conditions**").

## 1 Automatic Payments

**Automatic Payments** means arrangements by which the Customer instructs the Bank to make regular payments for a fixed sum from its account for the credit of another person's bank account or transfers between its accounts.

### 1.1 Nature of Authority

The Bank's authority to accept Automatic Payment instructions from the Customer continues until:

- (i) the Customer advises the Bank that it is revoking its authority either in writing or at a branch in accordance with the Bank's procedures;
- (ii) the Bank receives formal notice of the Customer's death, dissolution, bankruptcy, insolvency, mental incapacity or other revocation of authority;
- (iii) the Customer closes its account in respect of which the authority is given; or
- (iv) the Bank advises the Customer that it will no longer act on the basis of the Customer's authority either directly or by public notice to all automatic payers.

The Customer may revoke a particular Automatic Payment authority without cancelling its authority in respect of all future payments to be made pursuant to it.

Notwithstanding the Customer's authority, the Bank may at any time:

- (i) refuse to make an Automatic Payment, particularly if the Customer's account does not contain sufficient cleared funds;
- (ii) terminate or reduce the amount of the Automatic Payment without notice to the Customer; and
- (iii) allocate the order of payments to be made in respect of the account at its absolute discretion.

The payee may at any time terminate or reduce the amount of the Customer's Automatic Payment without notice to the Customer.

The authority is subject to these New Zealand Country Conditions or any other arrangement entered into between the Parties, whether before or after the date the authority is given.

### 1.2 Customer Obligations

Without limiting the Fees and charges Clause of the Master Services Agreement, the

Customer authorises the Bank to debit its account with all fees and government charges for processing Automatic Payment authorities and debiting its account.

The Customer must advise the Bank if any of the information on its bank statements in relation to an Automatic Payment is inaccurate.

### 1.3 Bank Liability

Subject to the Bank acting with reasonable care and skill the Bank will not be liable for:

- (i) refusing or omitting to make a payment under the authority;
- (ii) making a payment late;
- (iii) omitting to follow the authority;
- (iv) the accuracy of the information contained in the payment information fields on the authority; or
- (v) the availability of the Automatic Payments service for any reason.

## 2 Direct Debits (Acceptance)

**Direct Debits (Acceptance)** means an arrangement whereby the Customer authorises a company or other organisation (called an "**Initiator**") to debit an amount directly from its account. The amounts to be deducted can be fixed or variable.

### 2.1 Nature of Authority

The Bank's authority to accept Direct Debit (Acceptance) instructions continues until:

- (i) the Customer advises the Bank that it is revoking the authority either in writing or at a branch in accordance with the Bank's procedures;
- (ii) the Bank receives formal notice of the Customer's death, dissolution, bankruptcy, insolvency, mental incapacity or other revocation of authority;
- (iii) the Customer closes its account in respect of which the authority is given; or
- (iv) the Bank advises the Customer that it will no longer act on the basis of the Customer's authority either electronically or by public notice to all direct debit acceptors.

The Customer may revoke a Direct Debit (Acceptance) authority in respect of a particular direct debit payment without cancelling the authority in respect of all future payments to be made pursuant to it.

Notwithstanding the Customer's authority, the Bank may at any time:

- (i) if requested by the Initiator, change the Initiator's details relating to the authority or transfer the authority to a new Initiator;
- (ii) reverse any payments that have been made pursuant to the authority at its discretion (including where payments are disputed, fraud is alleged or transactions have been processed twice); and



- (iii) allocate the order of payments to be made in respect of the Customer's account at its absolute discretion.

## **2.2 Customer Obligations**

The Customer must advise the Initiator as soon as reasonably practicable when:

- (i) it closes its account; and
- (ii) it cancels its authority in respect of that Initiator generally or cancels its authority in respect of any payment to be made pursuant to that authority.

The Customer is responsible for managing all disputes in respect of payments made under the authority with the Initiator, including in relation to:

- (i) either amounts debited to the Customer's account or the date on which they are debited; and
- (ii) insufficient notice of amounts to be debited being given.

Without limiting clause 11 of the Master Services Agreement, the Customer must pay the Bank's fees for processing any Direct Debit authorities, instructions, input, and for debiting, or as the case may be crediting the Customer's account.

The Customer must advise the Bank if any of the information on its bank statements in relation to a direct debit is inaccurate.

## **2.3 Bank Liability**

Subject to the Bank acting with reasonable care and skill the Bank will not be liable for:

- (i) any inaccuracy between the notice given by the Initiator and the amount actually debited to the Customer's account;
- (ii) any inaccurate information on the Customer's bank statement relating to the direct debit transaction;
- (iii) any failure by the Initiator to comply with the terms of the authority; and
- (iv) the lack of availability of the direct debit service for any reason.

## **2 Privacy Act 2020**

Under the Privacy Act 2020, an individual has the right to request copies of certain categories of Personal Data which may be held and to request that any errors in such data are corrected.

## **3 The Consumer Guarantees Act and Fair Trading Act**

Where the Customer is acquiring services from the Bank for the purposes of a business, it acknowledges and agrees that to the extent permitted by law, the provisions of the Consumer Guarantees Act 1993 and sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 are expressly excluded.