

THE DEBITSUCCESS CONTRACT – TERMS AND CONDITIONS

1. Parties to Contract: The "Facility" means the organisation providing the service for which the Customer is paying. The "Customer" means the person or party signing this contract. "Debitsuccess" is Debitsuccess Limited, PO Box 34-770, Birkenhead, North Shore City, 0746. Phone 09 4810400, Fax 09 480 1401, e-mail: customerservice@debitsuccess.co.nz. All communication relating to this contract is to be sent directly to Debitsuccess. The Customer acknowledges that Debitsuccess has been contracted by the Facility to collect the instalments due under this contract, and for the purposes of the Contracts (Privity) Act 1982 the Customer acknowledges that all rights of the Facility pursuant to this contract are able to be enforced by Debitsuccess as if it were the Facility without any involvement on the part of the Facility or the consent of the Customer.

2. Payments: The Customer agrees to pay the instalment amount at the agreed payment frequency until this contract is terminated in accordance with clause 3. The Customer may alter the payment frequency and/or day to debit by requesting the change with Debitsuccess. Any changes shall not however affect the total amount of money the Customer would otherwise have paid for the minimum term of this contract. Should there be any arrears in payments the Customer authorises Debitsuccess to debit the outstanding balance in order to bring the account up to date.

3. Termination of Contract: The Customer may terminate this contract before the expiry of the minimum term if all the instalments and payments due up to the time of the request have been paid in full. The contract may not be terminated before the minimum term if all payments are not paid. After the expiry of the minimum term and after all instalments and payments due have been paid in full, should the box on the front of this contract requesting termination at minimum term be marked then this contract shall automatically terminate. Should the box on the front of this contract not be marked then this contract shall continue indefinitely until such time as the Customer requests DebitSuccess, after the expiry of the minimum term for it to terminate.

4. Late Payment Fee: A late payment fee of \$10.00 is payable by the Customer to Debitsuccess for each reversal of a payment initiated by DebitSuccess in accordance with the terms and conditions of this Contract.

5. Administration Fee: A one-off fee of \$5.00 is payable to Debitsuccess by the Customer on signing of this Contract. This will be added to the first instalment being paid by the Customer as a separate payment.

6. Privacy: The Customer authorises the Facility or Debitsuccess to contact the Customer for any purpose. The Customer has the right under the Privacy Act 1993 to obtain access to and request correction to any personal information concerning the Customer held by the Facility or Debitsuccess.

7. Liability: To the extent permitted by law, the Facility and Debitsuccess shall not be liable or responsible to the Customer for any direct, indirect, or consequential injury, loss or damage to the Customer or the property of the Customer whatsoever and howsoever arising. Nothing in this clause is intended to have the effect of contracting out of the Consumer Guarantees Act 1993 except to the extent permitted by the Act.

8. Debt Collection Action: The Customer authorises Debitsuccess to notify any debt collection/credit reporting agency upon default by the Customer in regard to any obligation under this contract. Should this occur the full outstanding balance of the remainder of the minimum term including any current arrears shall be immediately due in full. In addition, Debitsuccess shall add \$50 to the outstanding debt as its fee for dealing with the defaulting Customer. The Customer agrees to pay any and all costs incurred as a result of debt collection including the commission charged by the debt collection agency (approx 25% of the outstanding debt as previously calculated).

9. Entitlement: The Customer acknowledges that the provision of service provided by the Facility may change and for the purposes of this Contract is based on "entitlement" to use and not on actual use. The Customer agrees to be bound by the rules and conditions of the Facility. The Facility and/or Debitsuccess may remove the entitlement of use of the Facility if the Customer fails to comply with the Rules of Use of the Facility or fails to make payment of any payment due on its due date.

10. Provision of Service: Change of location or ownership or the name of the Facility does not absolve the Customer of the responsibilities under this Contract.

11. Increase in Instalment Amount: The Facility and Debitsuccess may at any time after the end of the minimum term, upon sending written notice to the Customer's last known address, increase the instalment amount, such increase to take effect immediately.

12. Entire Agreement: This Contract substitutes the entire agreement, understanding and arrangement (express and implied) between the Customer, the Facility and Debitsuccess relating to the subject matter of this Contract and supercedes and cancels any previous agreement, understanding and arrangement relating thereto whether written or oral.

This statement only contains a summary of your rights and obligations in connection with the right to cancel. If there is anything about your rights or obligations under the Credit Contracts and Consumer Finance Act 2003 that you do not understand, if there is a dispute about your rights, or if you think that the creditor is being unreasonable in anyway, you should seek legal advice immediately.

X I declare that the credit provided to me under this contract is being provided for the purposes of subscribing for membership in the Pharmaceutical Society of New Zealand, and acknowledge that as the credit is being provided to me primarily for business purposes the contract is not a 'consumer credit contract' for the purposes of the Credit Contracts and Consumer Finance Act 2003.

Member Signature:

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Date:

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CONDITIONS OF THIS AUTHORITY TO ACCEPT DIRECT DEBITS

1. The Initiator: (a) Has agreed to give written advance notice to the Acceptor of the net amount of each Direct Debit and the due date of the debiting at least 10 calendar days before (but not more than 2 calendar months) the date when the Direct Debit will be initiated. This 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 from 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.

(b) 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.

2. The Customer may:-

(a) At any time, terminate this Authority as to future payments by giving notice of termination to the bank and to the Initiator.

(b) 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.

3. The Customer acknowledges that:-

(a) 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 an event is received by the Bank.

(b) 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.

(c) 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 with the Initiator.

(d) The bank accepts no responsibility or liability for the accuracy of information about Direct Debits on Bank Statements.

(e) The Bank is not responsible for, or under any liability in respect of:-

any variations between notices give by the initiator and the amounts of Direct Debits.

the Initiators failure to give written advance notice correctly nor for the non receipt of late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.

4. The Bank may:-

(a) In its absolute discretion conclusively determine the order of priority payment by it of any monies pursuant to this or any other authority, cheque or draft properly executed by me/us or given to or drawn on the Bank

(b) At any time terminate this authority as to future payments by notice in writing to me/us.

(c) Charge its current fees for this service in force from time-to-time.