



# easySUB

## DIRECT DEBIT MEMBERSHIP CONTRACT

### FOR FULL MEMBERS ONLY

**FULL MEMBERSHIP OF YOUR SOCIETY  
MADE EVEN EASIER – JUST 12 MONTHLY  
PAYMENTS OF \$41.56 FOR YOUR 2018  
MEMBERSHIP.**

Simply complete your contact and payment details,  
sign and send this form to us **BEFORE** 8 January 2018  
and we will take care of the rest.

Name:

Address:

Phone:

Mobile:

Email:

Membership No:

### PAYMENT DETAILS

START DATE:

15 January 2018

PAYMENT FREQUENCY:

15th of each month following

MINIMUM TERM:

12 months

MONTHLY PAYMENT:

\$41.56

+ MONTHLY PERF DONATION:

\$

TOTAL:

\$

☐ Tick if you wish to terminate after the Minimum Term. If  
this box is not ticked payments will continue indefinitely until  
termination as per clause 3 on the reverse of this Contract.

**A one-off \$5.00 set up fee** is added on to your first payment in  
January ONLY. Payments following this will be at the amount  
you have written for your full 2018 Membership. (please note  
direct debit service fee of 6.1% is included in your monthly payment)

**I declare that the information contained in this  
Membership Payment Contract is true and correct  
and I agree to be bound by the terms and conditions  
outlined above and on the reverse of this contract.**

Signed

X

Date

**YOUR SIGNATURE ALSO REQUIRED  
ON REVERSE SIDE OF THIS FORM.**

1

If you are making a  
donation to PERF,  
please write monthly  
amount and include  
in the total then sign  
and date.

### DIRECT DEBIT AUTHORITY

NAME OF BANK ACCOUNT:

BANK ACCOUNT TO DEBIT:

Bank

Branch

Account

Suffix

**TO THE MANAGER**

Bank:

Branch:

Address:

Town/City:

### AUTHORITY TO ACCEPT DIRECT DEBITS

(not to operate as an assignment or agreement)

**AUTHORISATION CODE**

**0302448**

DATE:

/ /

I/we authorise you until further notice in writing to debit my / our account with all amounts which DebitSuccess Limited trading as:- **DEBITSUCCESS**  
(herein after referred to as the initiator) the registered Initiator of the above Authorisation Code, may initiate by direct debit.  
I/we acknowledge that the bank accepts this authority only upon the conditions listed on the reverse of this form.

### INFORMATION TO APPEAR ON MY/OUR STATEMENT (TO BE COMPLETED BY THE INITIATOR)

Payer Particulars

Payer Code

Payer Reference

**D E B I T S U C C E S S**

Authorised Signature/s

X

**APPROVED**

0244

02 | 08

### FOR BANK USE ONLY

Date Received

Recorded By

Checked By

**BANK STAMP**

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

2

Fill out the bank  
account name,  
number and branch,  
then sign and date.

Please note that  
the signatory here  
must be authorised  
to sign on your bank  
account.

3

Read, sign and  
date the terms and  
conditions declara-  
tion that follows and  
return with your form.

THE DEBITSUCCESS CONTRACT – TERMS AND CONDITIONS

- 1. Introduction.** This document outlines the rights and responsibilities you have with regard to the ability of Debitsuccess to directly debit your nominated bank account or credit card for any instalments or payments due by you under the terms and conditions of this Contract. All communication relating to this Contract are to be sent directly to Debitsuccess. All queries regarding the provision of the Goods or Services should be directed to the Client. In the event of any inconsistency between the terms of this Contract and any terms, conditions and contractual agreements made between the Client and the Customer that specifically relate to payment, the terms of this Contract shall prevail. By signing the Contract you acknowledge that you have read and accepted the terms of this Contract and have been given a copy of this Contract.
- 2. Definitions.** In this Contract, the words and phrases referred to below are defined as follows: "Bank Account" means the bank account of the Customer as specified in the Debit Form; "Client" means the entity providing the Goods or Services to you, being Pharmaceutical Society of New Zealand Incorporated (society number 1480170); "Commencement Date" means the date at the commencement of the Minimum Term; "Contract" means these terms and conditions together with the conditions of instruction to accept direct debits and the Debit Form; "Customer" or "you" means the person or party named on the Debit Form and signing this Contract; "Debit Form" means the direct debit membership contract attached to these terms and conditions setting out the details of the debit arrangement with you; "Debitsuccess" means Debitsuccess Limited, a company incorporated in New Zealand – Phone: 09 481 0400, Fax: 09 481 1401, Email: customerservice@debitsuccess.co.nz, Postal address: P.O. Box 34-770 Birkenhead, North Shore City 0746; "Goods or Services" means the goods or services to be provided by the Client pursuant to which this Contract relates, and includes any reasonable changes made to such services following the Commencement Date to the extent that such changes do not materially disadvantage the Customer; "Minimum Term" means a term of one calendar year, being the year in which this Contract is entered from 1 January to 31 December inclusive, regardless of the date during the year on which this Contract is entered, and any new Minimum Term determined under clause 3 (Term); "Monthly Payments" means the monthly payments to be made by the Customer as set out in the payment details in the Debit Form.
- 3. Term.** This Contract will commence on the Commencement Date and will continue until all Monthly Payments due during the Minimum Term have been paid in full by the Customer. After the expiry of the Minimum Term, this Contract shall continue for another calendar year term (which term shall be the new 'Minimum Term' for the purposes of this Contract) unless and until either the Customer requests the Client to terminate it and the Client agrees to such termination or the Customer has ticked the box in the Debit Form that indicates the Customer wishes for this Contract to terminate at the end of the Minimum Term.
- 4. Termination.** The Customer may terminate this Contract before the expiry of the Minimum Term if all of the Monthly Payments due up to the time of expiry the Minimum Term have been paid in full by the Customer. The Contract may not be terminated before the expiry of the Minimum Term unless all Monthly Payments required to be paid in that Minimum Term have been paid by the Customer. Provided that all such Monthly Payments have been made by the Customer, the Customer may terminate this Contract on 10 working days' notice in writing (unless a lesser notice period is specified on the front of this Contract), given by the Customer to either Debitsuccess or the Client. The Customer shall not consider that this Contract has been terminated until such time as this is confirmed in writing to the Customer by Debitsuccess to the last advised address provided by the Customer. The Client may terminate this Contract in its reasonable discretion, including where the Customer is no longer a member of the Client. Termination of this Contract will also terminate the instruction to accept direct debits.
- 5. Further Customer agreements.** The Customer agrees that: • Changes: Change in Client details, the ownership of the Client, or the name of the Client, does not affect the Customer's obligations under this Contract; • Rights conditional: His or her rights to the Goods or Services are conditional upon him or her making any payments required under this Contract when due. • Electronic communications: Debitsuccess and/or the Client may communicate with the Customer electronically (including via email) where appropriate in relation to this Contract. The Customer acknowledges that at times these communications will contain confidential and or commercially sensitive information. Debitsuccess and/or the Client will take all reasonable steps to mitigate any risk of unauthorised access or disclosure of confidential information, but cannot guarantee that such communications will not be intercepted or read by an unintended recipient.
- 6. Payments.** As consideration for receipt of the Goods or Services, the Customer agrees to pay the Monthly Payments by allowing Debitsuccess to debit its Bank Account each month in the amount of the Monthly Payments. The Customer acknowledges that if the Customer enters into this Contract at any time after the first Monthly Payment for that year is due, Debitsuccess may debit the Customer's account for all Monthly Payment amounts that would have been payable prior to the date on which this Contract is entered, if this Contract were entered on 1 January of that year. The Customer may request with Debitsuccess that its payment frequency and/or day to debit the Monthly Payments are amended from that set out in this Contract. Debitsuccess may allow such an amendment if the Client agrees to such amendment in its sole discretion. However, any changes shall not affect the total amount of money the Customer must pay for the Minimum Term of this Contract, being 12 times the amount of the Monthly Payments. If there are any arrears by the Customer in Monthly Payments, the Customer authorises Debitsuccess to debit the outstanding balance at any time so that the Customer is up to date with all due Monthly Payments. Where the day to debit falls due on a weekend or public holiday, the payment will be processed on the next business day. Where this Contract continues beyond the Minimum Term, the Customer agrees that Debitsuccess and/or the Client may give notice to increase the instalment amount payable, and such increase will not take effect for at least 30 day's following the date of notification.
- 7. Administration Fee.** A one-off administration fee (or set up fee) of an amount as set out in the Debit Form is payable by the Customer on signing this Contract for administrative costs associated with the Customer's membership. \$5 of this fee is paid to Debitsuccess and anything in excess of this amount is paid directly to the Client by Debitsuccess. The Customer authorises Debitsuccess to add any fees owing under

- this clause, to the first Monthly Payment to be paid by the Customer (as a separate payment or otherwise) or to such other instalments as Debitsuccess may, at its sole discretion, decide.
- 8. 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 this Contract. The Customer authorises Debitsuccess to add any fees owing under this clause to any future instalments paid by the Customer (as a separate payment or otherwise).
- 9. Privacy.** The Customer acknowledges that: • Debitsuccess is entitled to store his or her personal information (whether received from the Customer, the Client or otherwise) on its systems, and use it for the purposes of administering this Contract, providing its products and services, or offering alternative products and services; • he or she has rights of access to, and to request correction of, his or her information under the Privacy Act 1993; and • Debitsuccess (or the Client) may contact the Customer for any purpose related to the provision of its products and services. **Debitsuccess acknowledges that: • it is responsible for the security of Customer information that it possesses or otherwise stores, processes, or transmits on behalf of the Customer; and • it will maintain all applicable PCI DSS requirements to the extent that it handles, has access to, or otherwise stores, processes or transmits the Customer's cardholder data or sensitive authentication data.**
- 10. Liability.** The Customer agrees that under no circumstances will Debitsuccess be liable to the Customer for the provision of the Goods or Services by the Client or for the use by the Customer of the Client's premises. To the maximum extent permitted by law, the parties agree that neither the Client, Debitsuccess (nor any of their related companies, directors or employees) nor the Customer will be liable for any injury, loss, or damage that is not reasonably foreseeable arising out of or in relation to this Contract. 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 law.
- 11. Debt Collection Action.** The Customer: • authorises the Debitsuccess to notify any debt collection or credit reporting agency upon default by the Customer in regard to any obligation to pay under this Contract; • agrees to immediately pay the full outstanding balance of the remainder of the Monthly Payments due, including any current arrears, should a default occur prior to this Contract terminating; • authorises Debitsuccess to add \$50 to the outstanding debt as its fee for dealing with the default; and • agrees to pay any and all costs incurred by the Client or Debitsuccess as a result of debt collection including the commission, fees and costs charged by any debt collection agency.
- 12. Contracts (Privacy) Act.** The Customer acknowledges that Debitsuccess has been contracted by the Client to collect the Monthly Payments due under this Contract and, for the purposes of the Contracts (Privacy) Act 1982, the Customer acknowledges that all rights of the Client pursuant to this Contract are able to be enforced by Debitsuccess as if it were the Client, without any involvement on the part of the Client or the consent of the Customer.
- 13. Severability.** If any provision of this Contract is prohibited, invalid or unenforceable, that provision will be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this Contract or affecting the validity or enforceability of that provision, unless it materially alters the nature or material terms of this Contract.
- 14. Dispute Resolution.** If you have any dispute or complaint regarding the terms of this Contract you should, in the first instance, contact Debitsuccess by email to customerservice@debitsuccess.co.nz, and Debitsuccess will attempt to respond within 7 days of you making contact. If your dispute has not been resolved within 14 days of you contacting Debitsuccess, you may wish to make a complaint to the independent dispute resolution scheme that Debitsuccess is a member of: Financial Services Complaints Limited, Phone: 0800 347 257, Website: www.fscl.org.nz, Business address: Financial Services Complaints Limited, Level 4, 101 Lambton Quay, Wellington 6145. This scheme can help you to resolve any disagreements you have with the Client and/or Debitsuccess. However, you should first attempt to resolve your dispute with Debitsuccess.
- 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 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.

CONDITIONS OF THIS INSTRUCTION TO ACCEPT DIRECT DEBITS

- 1. Debitsuccess/The Initiator:-** a) Has agreed to give written advance notice to the Customer of the net amount of each Direct Debit and the due date of the debiting at least two calendar days before the date that the Direct Debit will be initiated. This notice will include the following message:- "Unless advice to the contrary is received from you by the billing start date", the amount stated on the front of this form 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 Instruction being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Instruction. Upon receipt of such notice, the Bank may terminate this Instruction as to future payments by notice in writing to the Customer.
- 2. The Customer may:-** a) At any time, terminate this Instruction as to future payments by giving notice of termination to the Bank and to Debitsuccess. b) Stop payment of any Direct Debit to be initiated under this Instruction by Debitsuccess by giving written notice to the Bank prior to the Direct Debit being paid by the Bank. c) Request the Bank to reverse any Direct Debits initiated by the Debitsuccess under the Instructions by debiting the amount of the Direct Debits back to Debitsuccess through Debitsuccess' bank, to the extent that Debitsuccess cannot produce a copy of the Instructions and/or confirmation that reasonably demonstrates the Customer's authorisation to the Bank to accept Direct Debits from Debitsuccess against the Customer's account, PROVIDED the request is made not more than nine months from the date when the first Direct Debit was debited to the Customer's account by Debitsuccess under the Instructions.

- 3. The Customer acknowledges that:-** a) This Instruction will remain in full force and effect in respect of all Direct Debits passed to the Customer's account in good faith notwithstanding the Customer's death, bankruptcy or other revocation of this Instruction until actual notice of such an event is received by the Bank. b) In any event, this Instruction is subject to any arrangement now or hereafter existing between the Customer and the Bank in relation to the Customer's account. c) Any dispute as to the correctness or validity of an amount debited to the Customer's 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 Instruction), and should be referred to Debitsuccess. Any other dispute lies between the Customer and Debitsuccess. d) The Bank accepts no responsibility or liability for the accuracy of information on bank statements relating to any Direct Debits. e) The Bank is not responsible for, or under any liability in respect of:- • any variations between notices given by Debitsuccess and the amounts of Direct Debits; • Debitsuccess' failure to give written advance notice correctly, or for the non-receipt or late receipt of notice by the Customer for any reason whatsoever. In any such situation, the dispute lies between the Customer and Debitsuccess.
- 4. The Bank may:-** a) At its absolute discretion, conclusively determine the order of priority payment by it of any monies pursuant to this or any other instruction, cheque or draft properly executed by the Customer or given to or drawn on the Bank. b) At any time, terminate this Instruction as to future payments by notice in writing to the Customer. c) Charge its current fees for this service in force from time-to-time.