

Terms of paying by instalment or one off direct debit payment

Instalment arrangements

1. You can pay by instalment if your levies are equal to or greater than \$500 (excl. GST). If you choose the one off direct debit payment option the above minimum amount does not apply.
2. If your application to pay by instalment or to change your instalment payments is received after the invoice payment date, you will have to make payments within a shorter time period and ACC may charge you extra.

Regular instalments and method

3. ACC will post you a payment schedule showing the amount to be paid and the date of each instalment.
4. All payments under this instalment agreement must be by direct debit to ACC's bank account.
5. If an instalment is due on a non-working day then payment will be on the next business day.
6. Each instalment is made up of a levy and administration fee.
7. The levy can only be paid in 10 equal monthly instalments (no other options are available).

Early repayment

8. You may pay the levy in full at any time during the instalment period. The administration fee will be adjusted to reflect the early payment.

Instalment fee

9. ACC charges a fee of 5.4% of the total levy for payment by instalment.
10. ACC will not charge a fee if you pay the levy in full before the first instalment date. No ACC charge occurs on a one off direct debit payment.

Missed instalments or direct debit payments and penalties

11. Any missed instalment or direct debit payments must be paid within 14 days.
12. If two consecutive instalments are not paid to ACC in full by the second instalment date, then:
 - a. ACC will cancel the instalment agreement and advise you immediately, and
 - b. You must pay all outstanding amounts under this instalment agreement and the remaining balance of the levy immediately.
13. The following penalties apply to any unpaid levy if the instalment or direct debit agreement is cancelled:
 - a. ACC may charge 1% interest of the unpaid balance each month.
 - b. ACC may charge a 10% penalty for any money owed after 6 months.
 - c. ACC has the right to send the account to a debt collection agency or ask a solicitor for advice on taking legal action. This may incur extra costs or affect your credit rating.

Other expenses

14. If ACC incurs any costs (such as internal and external costs, debt collection commissions and/or legal fees) in recovering money you owe or in enforcing its rights under this agreement, you must pay these on demand.

Information collection

15. ACC will collect information about you and its dealings with you for a range of reasons including credit approval, credit limits and references, and to administer your account. In the event of debt collection or credit reporting, ACC's employees or contractors may have access to this information. If ACC involves another party in debt collection or credit reporting, that party will also have access to this information.

Future levy payments

16. ACC may use this information to arrange future levy payments by instalment or one off direct debit payment.

General

17. ACC means the Accident Compensation Corporation.

Conditions of this Authority

1. The Initiator:-

- (a) Undertakes to give notice to the Customer of the commencement date, frequency and amount at least 10 calendar days before the first direct debit is drawn (but not more than 2 calendar months). This notice will be provided either:

- (i) in writing; or
- (ii) by electronic mail where the Customer has provided prior written consent to the Initiator.

Where the direct debit system is used for collecting payments, which are regular as to frequency but variable as to amounts, the Initiator undertakes to provide the Customer with a schedule detailing each payment amount and each payment date.

In the event of any subsequent change to the frequency or amount of the direct debits, the Initiator has agreed to give advance notice at least 30 days before the change comes into effect. This notice must be provided either:

- (i) in writing; or
- (ii) by electronic mail where the Customer has provided prior written consent to the Initiator.

- (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 written 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.

- (c) Where a variation to the amount agreed between the Initiator and the Customer from time to time to be direct debited has been made without notice being given in terms of clause 1(a) above, request the Bank to reverse or alter any such direct debit initiated by the Initiator by debiting the amount of the reversal or alteration of a direct debit back to the Initiator through the Initiator's Bank, PROVIDED such request is made not more than 120 days from the date when the direct debit was debited to my/our account.

3. The Customer acknowledges that:-

- (a) This Authority will remain in full force and effect in respect of all direct debits made from 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.
- (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 disputes lie between me/us and the Initiator.

- (d) 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
- any variations between notices given by the Initiator and the amounts of direct debits.

- (e) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give written advance notice correctly 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.

- (f) Notice given by the Initiator in terms of clause 1(a) to the debtor responsible for the payment shall be effective. Any communication necessary because the debtor responsible for payment is a person other than me/us is a matter between me/us and the debtor concerned.

4. The Bank may:-

- (a) 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 executed by me/us and 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.