

# Courtney's Distributing Inc.

## PAYOR'S AUTHORIZATION FORM FOR PRE-AUTHORIZED DEBIT ("PAD")

Instructions: Please complete all sections to instruct your financial institution to make payments directly from your account. Return the completed form with a **blank cheque marked "VOID"** to the Payee below.

### PAYOR INFORMATION *(Please type or print clearly)*

Payor Name(s):	
Address:	
Telephone:	Fax:
Email Address:	

### PAYOR FINANCIAL INSTITUTION/BANKING INFORMATION

Institution Number:	Branch Number:	Account Number:
Name of Financial Institution:		
Branch:		
Branch Address:		
City/Postal Code:	Province:	
Telephone:	Fax:	

### PAYEE INFORMATION

**Courtney's Distributing Inc.**  
**P.O Box 178, 1941 Fifth Line**  
**Port Hope, Ontario**  
**L1A 3W3**  
**Phone # (905) 786-1106 Fax # (905) 786-1146**  
**sue.courtneys@gmail.com**

This form is for Business Pre-Authorized Debit Plans which relate to commercial activities of a Payor who is a corporation, organization, trade, association, government entity, profession, venture, partnership, sole proprietor or enterprise.

1. We warrant and guarantee that the above information is accurate.
2. We undertake to inform the Payee, in writing, of any change in the information provided in this Authorization prior to the next due date of the PAD.

3. We acknowledge that this Authorization is provided for the benefit of Payee and the Financial Institution and is provided in consideration of the Financial Institution agreeing to process debits against the “account” as listed above for business purposes in accordance with the Rules of the Canadian Payments Association.
4. We warrant and guarantee that persons whose signatures are authorized to sign on the Account have signed this Authorization and that the persons signing this Authorization are our Authorized signing officers and are empowered to enter into this agreement.
5. The Account that the Payee is authorized to draw upon is indicated above. A specimen cheque available for this “account” has been marked “VOID” and is attached to this Authorization
6. We hereby authorize the Payee to issue Business PAD’s (as defined in Rule H1 of the Rules of the Canadian Payments Association) drawn on the “account” as listed above for goods invoiced and delivered.
7. We hereby authorize the Payee to issue Business PAD’s in a variable dollar amount at set intervals as agreed to by the parties. The set interval will be the terms issued for the goods invoiced and delivered shown on the invoice from the date of the invoice.
8. Unless otherwise agreed to in writing, we acknowledge and agree that Payee will provide to us Pre-notification, at the address provided in this agreement:
  - a. with respect to variable amount PADs, including any representment or reprocessing of PADs which were returned for the reason of Non-Sufficient Funds or Funds Not Cleared, written notice of the Payment Amount and the Payment Date(s), at least 1 calendar day before the Payment Date of every PAD;
  - b. with respect to variable amount PADs, including any representment or reprocessing of PADs which were returned for the reason of Non-Sufficient Funds or Funds Not Cleared, where the option chosen is 0 days written notice of the Payment Amount. The Payment notice must be received by the Payor no later than 14:00 EST on the same day, or in the event of force majeure or any event reasonably beyond the control of the Payee, written or verbal notice of the Payment Amount and the Payment Date must be received by the Payor no later than 15:30 EST on the same day; and
  - c. with respect to a PAD plan that provides for the issuance of a PAD in response to a direct action of ours (such as, but not limited to, a telephone instruction) requesting Payee to issue a PAD in full or partial payment of a billing received by us for a payment obligation that meets the requirements of SECTION 15(d) of Rule H1, no notice is required.

All Payment Amounts must exactly match the amount specified in the written notice for the specified Payment Date.

9. **We hereby agree to reduce or waive the Pre-notification requirements of section 15(a) and (b) of Rule H1 and agree to the Pre-notification requirements set out in section 8. of this agreement.**
10. We have certain recourse rights if any debit does not comply with this agreement. For example we have the right to receive reimbursement for any PAD that is not authorized or is not consistent with this PAD agreement. To obtain more information on our recourse rights, we may contact our our financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).

11. We may dispute a Business PAD under the conditions in section 20 of rule H1:

We acknowledge that in order to be reimbursed, a declaration must be completed and presented to the branch of the Financial Institution holding the Account up to and including 10 business days after the date on which the PAD in dispute was posted to the Account, Payee will also be advised simultaneously.

We acknowledge that when disputing any PAD beyond the time allowed in this section, it is a matter to be resolved solely between Payee and Payor outside the payment system.

12. We acknowledge that the Processing member is not required to verify that a PAD has been issued in accordance with the particulars of this Authorization including, but not limited to, a) the amount or b) that any purpose of payment for which the PAD was issued.
13. We acknowledge that revocation of this Authorization does not terminate any contract for goods or services that exists between Payee and Payor. The Authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged, which remains in full force and effect.
14. This authorization may be cancelled by either the Payor or the Payee at any time upon providing written notification to the other party. Such cancellation will be effective 30 days after the receipt of a cancellation notice. A sample cancellation form, and further information on our right to cancel a PAD Agreement may be obtained from our financial institution, or by visiting [www.cdnpay.ca](http://www.cdnpay.ca).
15. We acknowledge that provision and delivery of this Authorization to the Payee constitutes delivery by us to the Financial Institution. Any delivery of this Authorization to the Payee regardless of the method of delivery constitutes delivery by us.
16. We agree that the information contained in this Authorization may be disclosed to the Payee's Financial Institution as required to complete any PAD transaction.
17. We understand and accept the terms and conditions of participating in the PAD plan.

Company Name:		Date:
Authorized Signature:		Print Name:
Authorized Signature:		Print Name: