

**PAD AGREEMENT
BISHOP OF VICTORIA ACCOUNTS**

Definitions:

In this Agreement: “I”, “We”, “Our”, “Me”, “My”, “Us”, “Payor” refers to the person(s) signing this Agreement.

Pre-Authorized Debit (“PAD”): means a Pre-Authorized debit payment item in electronic form drawn pursuant to this Agreement on my/our account at my/our Financial Institution (“FI”).

Operation:

I/We understand and undertake that:

- (a) This authorization is for the benefit of the Bishop of Victoria (the “Company”) and my/our FI where I/we have my/our account. My/Our FI agrees to process debits against my/our account in accordance with the rules of the Canadian Payment Association (“CPA”);
- (b) Giving this authorization to the Company is the same as giving it to my/our FI;
- (c) My/Our FI is not required to verify that the PAD conforms with my authorization;
- (d) My/Our FI is not required to verify that the purpose of payment to which this PAD relates has been fulfilled;
- (e) Revoking this authorization does not terminate any contact between me/us and the Company. My/Our authorization applies only to the method of payment and has no bearing otherwise on the contract.

Pre-Notification:

The Company and I/us agree to hereby waive all notification requirements from the Company for the variable amount PADs.

Cancellation:

I/We may revoke my/our authorization at any time, subject to providing notice of at least 10 days prior to the next debit due date. I/We must advise the Company in writing or by signing the cancellation area below. To obtain a sample cancellation form, or for more information on my/our right to cancel a PAD agreement, I/we may contact my/our FI or visit www.cdnpay.ca.

The Account:

I/We confirm that:

- (a) All persons required to sign on my/our account with my/our FI have signed this agreement;
- (b) I/We certify that all of the personal and account information recorded in this Agreement is correct. I/We will inform the Company in writing of any change to such information at least 10 business days prior to the next due date of the PAD.

Dispute and Reimbursement:

I/We have certain recourse rights if any debit does not comply with this Agreement. For example, I/we have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD agreement. To obtain more information on my/our recourse rights, I/we may contact my/our FI or visit www.cdnpay.ca.

I/we understand that:

- (a) I/We may dispute a PAD and may claim for reimbursement if:
 - (i) the PAD was not drawn in accordance with this Agreement; or
 - (ii) the Agreement was revoked; or
 - (iii) no Agreement exists between me/us and the purported payee
- (b) If I/we are claiming reimbursement, I/we must, within 90 calendar days of the date of posting of a Personal PAD or Funds Transfer PAD or 10 business days in the case of a Business PAD, complete a declaration to my/our FI that I/we have a claim for one of the reasons given in the preceding paragraph;
- (c) In the case where the declared condition is “no Agreement exists between me/us and purported Payee”, I/we may claim reimbursement within 90 calendar days after the posting date on my/our account statement which shows the improperly processed debit;
- (d) Any claim relating to a PAD which is advanced after the expiry of the time in the preceding paragraph or any Funds Transfer PADs is strictly a matter between me/us and the Company.

