

Direct Debit Terms and Conditions

1 January 2014

If you pay your Flick account by Direct Debit, the following terms and conditions apply.

Flick Electric Co. is "the Initiator" and you are "the Customer".

1. The Initiator:

a) Has agreed to give advance notice of the net amount of each Direct Debit and the due date of the debiting at least * business days before the date when the Direct Debit will be initiated. This notice will be provided in writing (including by electronic means and SMS where the Customer has provided prior written consent (including by electronic means including SMS) to communicate electronically). The advance notice will include the following message: "The amount of \$..... will be directly debited to your Bank account on (initiating date)." *Minimum 2 business days.

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 me/us.

c) May, upon receiving written notice (dated after the date of this Instruction) from a bank to which I/we have transferred my/our account, initiate Direct Debits in reliance of that written notice and this Instruction from the account identified in the written notice.

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 the Initiator by the means agreed by the Customer, Bank and Initiator.

b) Stop payment of any Direct Debit to be initiated under this Instruction by the Initiator 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 Initiator under the Instructions by debiting the amount of the Direct Debits back to the Initiator through the Initiator's Bank where the Initiator cannot produce a copy of the instructions and/or Confirmation to me/us that I/we are reasonably satisfied demonstrate that I/we have authorised my/our bank to accept Direct Debits from the Initiator against my/our account PROVIDED the request is made not more than 9 months from the date when the first Direct Debit was debited to my/our account by the Initiator 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 my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this Instruction until actual notice of such event is received by the Bank.

b) In any event this Instruction 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 Instruction. Any other dispute lies between me/us and the Initiator.

d) Where the Bank has used reasonable care and skill in acting in accordance with this Instruction, the Bank accepts no responsibility or liability in respect of:

- The accuracy of information about Direct Debits on Bank statements; and
- Any variations between notices given by the Initiator and the amounts of Direct Debit.

e) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give notice in accordance with 1(a), 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.

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 Instruction, cheque or draft properly signed by me/us and given to or drawn on the Bank.

b) At any time terminate this Instruction 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.

These terms and conditions are Payments NZ Limited approved and are non-negotiable.