

Instructions: This form is for ASB customers only. Please email signed form to: amsoperations@asb.co.nz

1. Business information

Business Name

Physical/Postal Address

Account number

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Branch or Relationship Manager and Contact details

Payroll limit per run - amount to include Wages/PAYE/Holiday Pay/Bonus

\$

Frequency of payroll

When you have run a pay, a report confirming the Direct Credit transactions have been processed for submission to the banking system will be sent to the contact email below.

Payroll Receipt

Contact

Email address

2. Direct Debit Authority

CUSTOMER (Debtor) TO COMPLETE BANK/BRANCH NUMBER & ACCOUNT NUMBER & SUFFIX OF ACCOUNT TO BE DEBITED

Account details

Bank		Branch number			Account number										Suffix					

**AUTHORITY TO ACCEPT
DIRECT DEBITS**

(Not to operate as an
assignment or an agreement)

AUTHORISATION CODE

1	2	0	0	8	0	2
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Name of account to be debited:

I/We authorise you until further notice in writing to debit my/our account with you all amounts which

ASB MANAGEMENT SERVICES LIMITED

(Herein referred to as the Initiator)

the registered Initiator of the above Authorisation Code, may initiate by Direct Debit.

I/We acknowledge and accept that the Bank accepts this authority only upon the conditions listed on the reverse of this form.

The following entity has authority to provide instructions to AMSL on behalf of the customer for the purpose of payroll services

3. Account operating instructions

Declaration and execution

The person or persons signing below on behalf of the Customer declares that: (a) they are authorised to provide the information contained in this Payroll registration Form; (b) they are authorised to agree to and to sign this form and the Authority provided on behalf of the Customer; and (c) the Customer accepts and agrees to be bound by the Terms and Conditions set out in this form.

Acknowledgement and indemnity

You acknowledge that it is your responsibility to ensure that there are sufficient funds in your account which we are directed to debit to cover the gross amount to be deducted for the payment of wages and salaries. You acknowledge that if there are insufficient funds in your nominated account to cover the gross amount of the debit then there is a possibility the deduction will be dishonoured by your bank, and we may exercise our right to terminate the provision of the payroll services to you. You acknowledge that by signing this registration form that you agree to, on demand by AMSL to hold them harmless against loss (including loss of profit), expenses and from liability sustained or incurred as a result of there not being sufficient funds in your account to cover the gross amount to be deducted.

Dated this _____ day of _____ 20____ on behalf of _____

by _____

(insert full name of the customer)

1. Print full name

Position/Designation

Signature

2. Print full name

Position/Designation

Signature

4. Conditions of this Authority to Accept Direct Debits

1. The Initiator:

- (a) Will provide the Customer with a "Money Transfer report" detailing the payment amount and payment date of Direct Debit transactions initiated for the Customer.
- (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 passed to 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 lies between me/us and the Initiator.
- (d) The Bank accepts no responsibility or liability for the accuracy of information about Direct Debits on Bank Statements.
- (e) The Bank is not responsible for, or under any liability in respect of:
 - any variations between notices given by the Initiator and the amounts of Direct Debits.
 - 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.

5. Terms

Access to information. Your information will be collected and held by AMSL at ASB North Wharf, 12 Jellicoe Street, Auckland Central, Auckland. You have rights of access to, and correction of, personal information (as defined by the Privacy Act 1993) held by us. In some circumstances, we may charge a reasonable fee for complying with such a request.

Accuracy of information. If you don't give us complete and accurate information, we may decline your application for the Direct Credit Services for the Payment of wages and salaries (or the services may be withdrawn).

We will do our best to ensure that the information we hold about you is accurate. Prompt advice of any changes in your contact details such as physical or email address, or telephone or facsimile numbers will help us do this.

"AMSL", "We" or "Us" means ASB Management Services Limited.

"Beneficial Owner" means an individual who has effective control of the Customer, or who owns more than 25% of the Customer.

"Customer", "you" or "your" means the person, entity or organisation specified as the Customer in this registration form and in whose name the Direct Credit facility for the Payment of Wages and Salaries is established (and for the purposes of the Confidentiality section of this form, references to "you" and "your" are deemed to refer to the Customer and each signatory executing the form).

Certification. You agree to provide a certificate on AMSL's standard form, satisfactory to AMSL in all respects in its sole discretion, completed by the relevant person or persons authorised by the Customer.

Notes on execution for customers

1. Where the customer is a company, ASB generally requires execution by at least one director, if there is only one director, or by two, if there are two or more directors.
2. To be signed in accordance with customer's governance rules.
3. Where signed on behalf of a trust or partnership, all trustees or partners (general partner(s) for a limited partnership) of the trust or partnership (as appropriate) must sign.
4. In the case of an incorporated society, where the society has a common seal and it has been affixed to this document in the presence of those officials executing their signatures and in accordance with the rules of the society.

Change of Details. You agree to promptly notify us of any changes to your name, Beneficial Owners, address, registered office (if applicable), telephone or facsimile number and email address.

Confidentiality. Collecting and using information

We will collect, hold and use information about you for the purposes of:

- Opening, operating, administering and maintaining any services provided to you by us or our related companies (whether incorporated in New Zealand or elsewhere);
- Confirming your identity and address and the identity and address of any Beneficial Owner, for example, electronically matching information with identification information in third party databases;
- Both us and our related companies (whether incorporated in New Zealand or elsewhere) complying with regulatory and other requirements, for example liquidity requirements;
- Managing your relationship with us so, for example, we can respond to your queries;
- Monitoring and screening your services for anti-money laundering and countering financing of terrorism purposes and for fraud and crime detection purposes.

Identification. Each beneficial Owner and the Customer agrees to provide us with proof of their identity and address which is acceptable to AMSL.

Termination of Services. We may terminate the payroll services that we provide to you where you have failed to ensure there were sufficient funds in your account to cover any debit.