



**PAYMENT INFORMATION** *(Please type or print clearly)*

Please specify whether the payment is a:  
*(Please check one)*

Fixed Amount: *(Please specify)* \_\_\_\_\_

Variable Amount: If variable, please specify whether there is a maximum amount or indicate N/A if there is no maximum amount: \_\_\_\_\_

Occurring at:  
*(Please check one)*

Set intervals: Please specify the timing (i.e. weekly, bi-weekly, monthly) \_\_\_\_\_

Sporadic intervals

The Payor must describe the occurrence of an Event or other criteria that will trigger the debit of the account

Mandatory description here: \_\_\_\_\_

Are top-ups or adjustments permissible?  
*(Please check one)*

Yes

No

• This form is for PADs which relate to commercial activities of a Payor who is a corporation, organization, trade, association, government entity, profession, venture or enterprise.

**PAYOR'S PAD AGREEMENT Business Pre-Authorized Debit Plan  
Terms & Conditions  
December 2008**

1. In this Agreement "we", "us" and "our" refers to the Payor indicated on the reverse hereof.
2. We agree to participate in this Business Pre-Authorized Debit Plan and we authorize the Payee indicated on the reverse hereof and any successor or assign of the Payee to draw a debit in paper, electronic or other form for the purpose of making payment for goods or services related to our commercial activities (a "Business PAD") on our account indicated on the reverse hereof (the "Account") at the financial institution indicated on the reverse hereof (the "Financial Institution") and we authorize the Financial Institution to honour and pay such debits.

This Agreement and our authorization are provided for the benefit of the Payee and our Financial Institution and are provided in consideration of our Financial Institution agreeing to process debits against our Account in accordance with the Rules of the Canadian Payments Association.

We agree that any direction we may provide to draw a Business PAD, and any Business PAD drawn in accordance with this Agreement, shall be binding on us as if signed by us, and, in the case of paper debits, as if they were cheques signed by us.

3. We may revoke or cancel this Agreement at any time upon notice being provided by us either in writing or orally. We acknowledge that in order to revoke or cancel the authorization provided in this Agreement, we must provide notice of revocation or cancellation to the Payee.

This Agreement applies only to the method of payment and we agree that revocation or cancellation of this Agreement does not terminate or otherwise have any bearing on any contract that exists between us and the Payee.

The Payee shall use best efforts to cancel the PAD in the next business, billing or processing cycle but shall within not more than 30 days from the notice cease to issue any new PADs.

We understand that we may obtain a sample cancellation form, or further information on our right to cancel a PAD Agreement, at our financial institution or at [www.cdnpay.ca](http://www.cdnpay.ca).

4. We agree that our Financial Institution is not required to verify that any Business PAD has been drawn in accordance with this Agreement, including the amount, frequency and fulfillment of any purpose of any Business PAD.
5. We agree that delivery of this Agreement to the Payee constitutes delivery by us to our Financial Institution. We agree that the Payee may deliver this Agreement to the Payee's financial institution and agree to the disclosure of any information which may be contained in this Agreement to such financial institution.

Delete either 6(a) or 6(b) as applicable

6. (a) We understand that with respect to:
  - (i) fixed amount Business PADs occurring at set intervals, we shall receive written notice from the Payee of the amount to be debited and the due date(s) of debiting, at least 10 calendar days for Paper PADs / 15 calendar days for Electronic PADs before the due date of the first Business PAD, and such notice shall be received every time there is a change in the amount or payment date(s);
  - (ii) variable amount Business PADs occurring at set intervals, we shall receive written notice from the Payee of the amount to be debited and the due date(s) of debiting, at least 10 calendar days before the due date of every Paper PAD/ 15 calendar days for Electronic PADs before the due date of the first Business PAD and
  - (iii) fixed amount and variable amount Paper and/or Electronic Business PADs occurring at set intervals, where the Business PAD Plan provides for a change in the amount of such fixed and variable amount PADs as a result of our direct action (such as, but not limited to, a telephone instruction) requesting the Payee to change the amount of a PAD, no pre-notification of such changes is required.

- OR -

- (b) We agree to either waive the pre-notification requirements in section 6(a) of this Agreement or to abide by any modification to the pre-notification requirements as agreed to with the Payee.

If Payor agrees to waive pre-notification, Payor must sign where indicated

\_\_\_\_\_  
Signature of Payor

\_\_\_\_\_  
Signature of Payor

7. We agree that with respect to Business PADs, where the payment frequency is sporadic, a password or secret code or other signature equivalent will be issued and shall constitute a valid authorization for the Payee or its agent to debit our account.

8. We may dispute a Business PAD by providing a signed declaration to our Financial Institution under the following conditions:
  - (a) the Business PAD was not drawn in accordance with this Agreement;
  - (b) this Agreement was revoked or cancelled; or
  - (c) any pre-notification required and not waived by section 6(b) was not received by us.

We acknowledge that, in order to obtain reimbursement from our Financial Institution for the amount of a disputed Business PAD, we must sign a declaration to the effect that either (a), (b) or (c) above took place and present it to our Financial Institution up to and including but not later than ten (10) business days after the date on which the disputed Business PAD was posted to our Account.

We acknowledge that, after this ten (10) business day period, we shall resolve any dispute regarding a Business PAD solely with the Payee, and that our Financial Institution shall have no liability to us respecting any such Business PAD.

9. We certify that all information provided with respect to the Account is accurate and we agree to inform the Payee, in writing, of any change in the Account information provided in this Agreement at least ten (10) business days prior to the next due date of a Paper and/or Electronic Business PAD. In the event of any such change, this Agreement shall continue in respect of any new account to be used for Business PADs.
10. We have certain recourse/reimbursement rights if any debit does not comply with this agreement. For example, 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 our recourse/reimbursement rights, we may contact our financial institution or visit the CPA website at [www.cdnpay.ca](http://www.cdnpay.ca).
11. We warrant and guarantee that all persons whose signatures are required to sign on the Account have signed this Agreement below. In addition we warrant and guarantee, where applicable, that we have the authority to electronically agree to commit to this Agreement by secure electronic signature and that our secure electronic signature conforms with the requirements of Rule H1.
12. We agree that a payment service provider will administer the PAD. [INSERT NAME] will be administering the PAD.
13. We understand and agree to the foregoing terms and conditions.
14. We agree to comply with the Rules of the Canadian Payments Association, or any other rules or regulations which may affect the services described herein, as may be introduced in the future or are currently in effect and we agree to execute any further documentation which may be prescribed from time to time by the Canadian Payments Association in respect of the services described herein.
15. Applicable to the Province of Quebec only: It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

If Payee intends to use a payment provider must include statement

_____ Name of Payor	Per:	_____ Signature of Authorized Signing Officer Name: Title:	_____ Date
		Per:	_____ Signature of Authorized Signing Officer Name: Title:
			_____ Date