

# DIRECT DEBIT PREFERRED SERVICE SCHEDULE NEW ZEALAND

## 1. APPLICATION

In addition to the Direct Debit Terms and Conditions – New Zealand, the provisions of this Service Schedule apply where ANZ is providing the Preferred Service (as defined below) to You.

## 2. SUPPLEMENTAL TERMS AND CONDITIONS

The Direct Debit Terms and Conditions - New Zealand shall be amended, supplemented and varied as follows:

### 2.1 Definitions

- (a) The definition of "Direct Debit Service" is deleted and replaced with:

**"Direct Debit Service"** means the Standard Service and/or the Preferred Service as set out in the Application Form provided by ANZ and the Participating Banks allowing You to submit a Direct Debit Instruction and to debit an Acceptor's nominated account with the relevant Acceptor's Bank through the Direct Debit System."

- (b) A new definition is inserted as follows:

**"Preferred Service"** means the Direct Debit Service provided by ANZ allowing You to debit an Acceptor's nominated account in accordance with the Acceptor's Authority from or on the same Business Day as the date of the Authority without requiring You to submit such Authority to the Acceptor's Bank."

### 2.2 Obtaining and Retaining Direct Debit Authorities

- (a) A new clause 5.1(b) is inserted as follows:

"(b) You will, in respect of the Preferred Service, retain the original Direct Debit Authority for a minimum of seven years from the date on which the last payment is debited from the Acceptor's nominated account under the relevant Direct Debit Authority. You will ensure that the Direct Debit Authority is stored in such a way that the original Direct Debit Authority:

- (i) is easily locatable and retrievable from time to time as required;
- (ii) is protected against loss and damage; and
- (iii) is stored at a separate and suitable disaster recovery site;"

### 2.3 Loading

- (a) A new clause 5.2(c) is inserted as follows:

"(c) In respect of the Preferred Service:

- (i) unless requested by the Acceptor's Bank, You are not required to send an Acceptor's Direct Debit Authority to the Acceptor's Bank for loading; and

- (ii) You agree and acknowledge, that an Acceptor's Bank may by written notice refuse to load Your Authorisation Code to allow processing through the Direct Debit System for any reason, including evidence of fraud. The Acceptor's Bank is under no obligation to provide You with a reason for such refusal."

### 2.4 Changes, Cancellations and Reversals

- (a) A new sub-clause 5.4(a)(iii) is inserted as follows:

"(iii), in respect of the Preferred Service, the Acceptor has the right to reverse all debits if You cannot provide the Acceptor's relevant Direct Debit Authority to the Acceptor's Bank on request. ANZ will advise you promptly if a reversal request is received from an Acceptor's Bank. The Acceptor's Bank will block any direct debits initiated by You for nine months from the date of cancellation."

### 2.5 Processing of Direct Debit Instructions

- (a) A new sub-clause 6.3(c)(iii) is inserted as follows:

"(iii), in respect of the Preferred Service, the Authorisation Code has been blocked"

### 2.6 Disputes

- (a) A new clause 6.5(b) is inserted as follows:

"(b) In respect of the Preferred Service, if ANZ advises You of a dispute You will send a copy of the relevant Acceptor's Authority to ANZ to be sent to the relevant Acceptor's Bank in accordance with the rules and requirements of the Direct Debit System. You agree and acknowledge the Acceptor's Bank may, in accordance with the rules and standards of the Direct Debit System:

- (i) return the relevant Transaction to ANZ, in which case ANZ will reverse the Transaction from your account; or
- (ii) direct the Acceptor to raise a dispute directly with You."

### 2.7 Effect of Termination

- (a) A new clause 13.4(e) is inserted as follows:

"13.4(e) Either party may terminate a Preferred Service without terminating the Standard Service."

- (b) A new clause 13.4(f) is inserted as follows:

"13.4(f) In respect of the Preferred Service, You will on termination forward all signed Authorities (including originals, if any) loaded under Your Authorisation Code before the date of termination to ANZ."