

TaxiCharge New Zealand Limited - Account Application Details

Business Account Application				Personal Account Application			
FULL LEGAL NAME:				MR / MRS / MS / MISS		SURNAME:	
TRADING NAME:		COMPANY NUMBER:		FIRST NAMES:		DATE OF BIRTH:	
TRADING AS (PLEASE TICK): <input type="checkbox"/> COMPANY <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> TRUST <input type="checkbox"/> SOLE TRADER			YEAR COMMENCED:	RESIDENTIAL ADDRESS:			
STREET ADDRESS:				SUBURB:		POSTCODE:	
SUBURB:		POSTCODE:		POSTAL ADDRESS:			
POSTAL ADDRESS:				CITY:		POSTCODE:	
CITY:		POSTCODE:		EMAIL ADDRESS: <input type="checkbox"/> Please email me my invoice			
CONTACT NAME:		MOBILE NUMBER:		PREFERRED TAXICHARGE PARTNER TAXI COMPANY: (See reverse)			
STD:	TELEPHONE NUMBER:	STD:	FAX NUMBER:	CURRENT EMPLOYER:		CURRENT OCCUPATION:	
EMAIL ADDRESS: <input type="checkbox"/> Please email me my invoice				STD:	TELEPHONE NUMBER:	STD:	FAX NUMBER:
PREFERRED TAXICHARGE PARTNER TAXI COMPANY: GOLD BAND TAXIS				PROOF OF INCOME - (PLEASE ATTACH A CURRENT PAYSIP OR PROVIDE YOUR ACCOUNTANTS DETAILS)			
ACCOUNTANTS NAME:		TELEPHONE NUMBER:		STD:	WORK TELEPHONE NUMBER:	MOBILE NUMBER:	
ACCOUNTANTS ADDRESS:				NEXT OF KIN (NOT LIVING AT SAME PREMISES):			
				RESIDENTIAL ADDRESS:			
				STD:	TELEPHONE NUMBER:	MOBILE NUMBER:	
ESTIMATED MONTHLY TAXI SPEND: \$				ESTIMATED MONTHLY TAXI SPEND: \$			
CARD AND VOUCHER DETAILS:							
CARDS:				VOUCHERS (30 VOUCHERS PER BOOK):			
CARD HOLDER NAME:		COST CENTRE:		NO. OF BOOKS:		COST CENTRE:	
CARD HOLDER NAME:		COST CENTRE:		NO. OF BOOKS:		COST CENTRE:	
CARD HOLDER NAME:		COST CENTRE:		NO. OF BOOKS:		COST CENTRE:	
Please note: If you require additional cards and vouchers please attach a supplementary page. POSTAL DELIVERY ADDRESS (IF DIFFERENT TO ACCOUNT ADDRESS):				STREET DELIVERY ADDRESS (IF DIFFERENT TO ACCOUNT ADDRESS):			
ON ACCOUNT TRANSFERS							
WOULD YOU LIKE A PHONE CHARGE ACCOUNT OPENED? YES / NO (please circle one)							
WOULD YOU LIKE A COST CENTRE TO BE TAKEN WHEN MAKING ACCOUNT BOOKINGS? YES / NO (please circle one)							
All Applicants to sign Declaration:							
Declaration: This application is made subject to the terms and conditions as amended from time to time under which TaxiCharge cards and vouchers are issued. A copy of the correct Terms and Conditions is available on request. An account administration fee will be charged. I/We understand that use of the Cards and Vouchers indicates acceptance of the terms and conditions. I/We warrant that the information supplied in this application is complete, true and correct. I/We authorise TaxiCharge New Zealand Limited to obtain from any source, and any person to furnish to TaxiCharge New Zealand Limited, any information concerning my/our ID, credit and employment. I/We understand that TaxiCharge New Zealand Limited need not provide a reason should this application be declined.							
For a Business Account ONLY							
I will use TaxiCharge services for the purpose of the business: YES / NO (please circle one).							
I understand that if I use the services primarily for the purposes of our business it is not a Consumer Credit Contract in terms of the Credit Contracts and Consumer Finance Act 2003.							
For a Personal Account ONLY							
I understand that to open a personal TaxiCharge account it must be on Direct Debit and I will provide proof of income to support this.							
I/WE HAVE READ AND AGREE TO THE TERMS AND CONDITIONS ABOVE	AUTHORISED SIGNATORY'S FULL NAME:		SIGNATURE:		TITLE (BUSINESS):		DATE:
	JOINT APPLICANT NAME:		SIGNATURE:				DATE:
FOR OFFICE USE ONLY	CREDIT MANAGER APPROVAL:						DATE:

TaxiCharge New Zealand Limited - Account Holder Agreement

BETWEEN: TaxiCharge New Zealand Limited ("TaxiCharge") a company registered in New Zealand and having its registered office at Level 4, 210 Khyber Pass Rd, Newmarket Auckland

AND _____ ("the Account Holder")

- A.** TaxiCharge provides a service to enable regular taxi passengers to charge taxi fees to a consolidated tax invoice which incorporates account management benefits ("the TaxiCharge Service").
- B.** The Account Holder wishes to open an account with TaxiCharge in order to use the Service.
- C.** TaxiCharge agrees to allow the Account Holder to open an account with TaxiCharge and to use TaxiCharge Authorisation & Charging Facilities on the terms set out in this agreement.

1. Interpretation

1.1. In this agreement:

"Account" means an account opened by TaxiCharge in the name of the Account Holder, to which Charges are debited and payments made by the Account Holder to TaxiCharge are credited.

"Account Holder" means a natural person, company, firm, partnership, incorporated society, government department or other body corporate who or which has entered into an agreement with TaxiCharge enabling Charges to be made by Authorised Users to an account operated by TaxiCharge in the name of that Account Holder;

"Administration Fee" means the fee charged by TaxiCharge to the Account Holder for the TaxiCharge Service;

"Agreement" means this Agreement, all schedules and attachments referred to in, and appended to this agreement including the Operating Procedures, and any variation in accordance with the terms of this agreement;

"Approved Phone" means a cellular phone or similar communication device that the Account Holder has identified to TaxiCharge, and that TaxiCharge has approved as a cellular phone that can be used for operation of the Account Holder's Account using a text approval service;

"Authorised User" means a person authorised by an Account Holder to incur Charges by way of an Authorisation & Charging Facility and includes:

- (a) a Card Holder;
- (b) the holder of a TaxiCharge Voucher; and
- (c) the user of an Approved Phone.

"Authorisation & Charging Facility" means a facility for the operation of the Account by an Authorised User using TaxiCharge Cards, TaxiCharge Vouchers, Approved Phones, or using another operation method that may be implemented by TaxiCharge and offered to the Account Holder in writing from time to time;

"Billing Period" means each period during the term of this agreement in respect of which TaxiCharge issues a billing statement to the Account Holder;

"Business Day" means a day (other than a Saturday or Sunday) on which registered banks are customarily open for business in Auckland;

"Card" means a TaxiCharge card issued by TaxiCharge, to be used by the Card Holder to make Charges, which is embossed or printed with the name of the Account Holder and the Card Holder.

"Card Holder" means a person nominated by the Account Holder to use a TaxiCharge card, who has completed and delivered to TaxiCharge an application form prescribed by TaxiCharge, a signed Card Holder Agreement and a specimen signature, and to whom TaxiCharge has issued a Card;

"Card Holder Agreement" means the agreement between the Card Holder and TaxiCharge;

"Charge" means any Taxi Fare charged to the Authorised User by way of an Authorisation & Charging facility;

"Electronic Transaction" means any charge processed through an electronic point of sale terminal;

"Force Majeure" means any event beyond the reasonable control of either party including (but not limited to) any act of God, natural disaster, flood or earthquake, strike, lockout, fire, war, civil commotion, network service or data switch failure, inability to obtain products or supplies including the imposition of any export or import bans.

"GST" means goods and services tax under the Goods and Services Tax Act 1985;

"Merchant" means a taxi operator authorised by TaxiCharge to provide Taxi Services to Authorised Users, and to accept Charges made in consideration of Taxi Services.

"Online Administration" means any online internet activity through the TaxiCharge eTaxi web site conducted by a person authorised by the Account Holder, and includes any kind of electronic activity carried out by that person including the modification, deletion and updating of information on TaxiCharge's system.

"Operating Procedures" means the procedures for acceptance of Cards, Taxi Vouchers and other documents related to operation of the Account and use of Authorisation & Charging Facilities as notified by TaxiCharge to the Account Holder from time to time.

"Sales Voucher" means a Voucher provided by TaxiCharge to the Merchant for use in recording Charges made by use of an Authorisation & Charging Facility, where the Merchant is unable to offer Eftpos facilities;

"Taxi Fare" means the fare charged by the Merchant for the provision of Taxi Services, including associated transaction processing charges and taxes or levies;

"Taxi Services" means the transport services provided by the Merchant on demand under the Merchant's taxi licence to an Authorised User.

"TaxiCharge Services" means the credit, account management and administration services provided by TaxiCharge to the Account Holder;

"Transaction Date" means the date on which Taxi Services are actually provided;

"TaxiCharge Voucher" means a printed certificate encoded with the Account Holder's Account number, which is issued by TaxiCharge to the Account Holder and is within its printed expiry date, and which entitles the Account Holder to incur a Charge to the Account Holder's Account.

"Terminal Receipt" means a receipt generated by a Merchant's Eftpos terminal.

2. TaxiCharge Account

- 2.1. By signing this agreement, TaxiCharge agrees to open an Account in the name of the Account Holder.
- 2.2. The Account Holder may authorize Authorised Users to operate the account using one or more Authorisation & Charging Facilities.
- 2.3. The Account Holder may nominate any person to be a Card Holder or holder of an Approved Phone, but TaxiCharge in its absolute discretion may accept or decline to accept any person as a Card Holder or holder of an Approved Phone. TaxiCharge will accept a person as a Card Holder only if that person signs the Card Holder Agreement.
- 2.4. TaxiCharge Cards are not transferable. The Account Holder must ensure that only the nominated Card Holder uses a Card.
- 2.5. The Account Holder will require Authorised Users to follow the Operating Procedures notified from time to time by TaxiCharge, and will indemnify TaxiCharge and the Merchant against any failure by those persons to do so. In particular, the Account Holder will ensure that each Card Holder signs his or her Card immediately upon receipt with his or her usual signature, and uses the Card on, and subject to the terms of this agreement and the Card Holder Agreement.
- 2.6. The Account Holder agrees to pay TaxiCharge in full for all Charges incurred by the use of Authorisation & Charging Facilities which have been issued on the instructions of the Account Holder, and to pay TaxiCharge all Administration Fees due on the Account.
- 2.7. Subject to clause 6.7 below, the Account Holder is liable for all Charges incurred by the use of the TaxiCharge Card or TaxiCharge Voucher, whether or not that use is authorised by the Account Holder.
- 2.8. The Account Holder will be liable for all Charges made by the use of an Authorisation & Charging Facility, and will be jointly and severally liable with the Card Holder for all Charges made by the use of Cards issued to it (subject to clause 6 (Loss or Theft)). TaxiCharge will not be required to seek compensation from any Authorised User before claiming payment from the Account Holder.

3. Use of Authorisation & Charging Facilities

- 3.1. The Account Holder will ensure that Authorised Users make charges to the Account using an Authorisation & Charging Facility only in accordance with operating procedures notified by TaxiCharge to the Authorised User from time to time. Where TaxiCharge forwards operating procedures to the Account Holder for the purpose of forwarding those procedures to Authorised Users, the Account Holder is responsible for passing on those instructions to all Authorised Users.
- 3.2. Before exiting the taxi, the Authorised User must ensure that the Sales Vouchers, Terminal Receipts, TaxiCharge Vouchers or other TaxiCharge document related to an Authorisation & Charging Facility created for those Taxi Services contains the following details:
- (a) the time and date of journey;
- (b) start and finish points of the journey;
- (c) the Taxi Fare;
- (d) the signature of the Authorised User
- 3.3. In spite of clause 3.2, whether or not the Authorised User has signed the Sales Voucher, Terminal Receipt, TaxiCharge Voucher or other TaxiCharge document related to an Authorisation & Charging Facility, the Account Holder will be responsible for payment of the Charges in full.
- 3.4. For the avoidance of doubt, the Account Holder may not dispute with TaxiCharge the price shown on a Sales Voucher, Terminal Receipt, TaxiCharge Voucher or other TaxiCharge document related to an Authorisation & Charging Facility or dispute the authority of the Authorised User to make a Charge. It is entirely the Account Holder's responsibility to control the security of Cards, Vouchers and other items related to use of an Authorisation & Charging Facility.
- 3.5. The Account Holder will inform Authorised Users that when using an Approved Phone for the purposes of an Authorisation & Charging Facility, the Authorised User is responsible for his or her usual costs of sending text messages through the cell phone network.

4. Fees and Payment

- 4.1. The Account Holder agrees to pay to TaxiCharge an Administration Fee in respect of each Charge made by an Authorised User. The amount of the Administration Fee for a transaction may vary depending on the Authorisation & Charging Facility used.
- 4.2. TaxiCharge may alter the Administration Fee by giving the Account Holder notice of changes as set out in clause 13
- 4.3. TaxiCharge will issue a statement to the Account Holder at the end of each Billing Period showing:
- (a) all Charges notified to TaxiCharge by Merchants during the Billing Period;
- (b) all Administration Fees in respect of all Charges made during the Billing Period, showing separate amounts for each Authorisation & Charging Facility used during the Billing Period.
- 4.4. The statement is TaxiCharge's Tax Invoice for Charges. The Account Holder is entirely responsible for ensuring that the Authorised Users obtain a Tax Invoice from each Merchant for the Taxi Fare. Any GST shown on the statement as relating to Taxi Fares is provided for the Account Holder's Account management purposes only.
- 4.5. The Account Holder shall pay to TaxiCharge the amount outstanding on the statement within 14 Business Days after the end of that Billing Period, by direct debit from the bank account nominated by the Account Holder in Schedule 1 of this Agreement. The Account Holder agrees to keep the nominated bank account in funds for the purpose of payments to TaxiCharge.
- 4.6. Where the amount outstanding on the Account is not paid in full by due date, TaxiCharge may choose the method of application of payments to the Account, and TaxiCharge may charge interest on those moneys from the due date until actual payment, daily (calculated by dividing the annual interest rate by 365) on the unpaid overdue balance at the rate of 3% per annum above the current overdraft rate charged by TaxiCharge's bankers, and TaxiCharge may charge costs (including collection costs and legal costs on a solicitor-client basis) and suspend services until the account is paid.
- 4.7. The Account Holder must promptly notify TaxiCharge in writing of any dispute between TaxiCharge and the Account Holder, and must pay the amount due in full pending resolution of the dispute. If the dispute is resolved or settled in the Account Holder's favour, TaxiCharge will promptly credit the Account if necessary.
- 4.8. If for any reason (including failure by a Merchant to forward a valid or legible Sales Voucher or TaxiCharge Voucher to TaxiCharge) TaxiCharge fails or declines to make payment to a Merchant and that Merchant demands payment directly from the Account Holder, TaxiCharge may accept a request from the Account Holder to pay the Merchant, subject to the Account Holder providing funds to TaxiCharge for the payment, but shall not be obliged to do so.

5. Payments

- 5.1. The Account Holder shall pay to TaxiCharge the full amount owing in respect of each Billing Period within 14 Business Days after the end of that Billing Period, according to the statement issued by TaxiCharge.
- 5.2. The obligation of the Account Holder to make these payments shall be absolute and unconditional, and shall apply notwithstanding:
- (a) that the Account Holder may dispute the authority of an Authorised User to incur a Charge, or the authority of any person to use an Authorisation & Charging Facility to incur a charge on the Account Holder's Account;
- (b) that a TaxiCharge Card or TaxiCharge Voucher or other item related to an Authorisation & Charging Facility may have been issued by or to a person not authorised to issue or use that Card, Voucher or item (such as a cellular phone), including (subject to clause 6.7) a person who came into possession of a Card, Voucher or item by unlawful means, including where that Card, Voucher or other TaxiCharge document related to an Authorisation & Charging Facility has been lost or stolen, or that the signature on a Sales Tax Voucher or other TaxiCharge document related to an Authorisation & Charging Facility may not match that of an Authorised User;
- (c) the existence of any dispute between a Merchant and the Account Holder or any Authorised User; or
- (d) in respect of Charges, any other reason whatsoever.

6. Loss or Theft

- 6.1. Subject to clause 6.7, the Account Holder is responsible for the security and use of all Authorisations and Charging Facilities approved by TaxiCharge for its use, and for all Charges arising from those Authorisations and Charging Facilities, whether or not those charges are incurred by an Authorised User.
- 6.2. The Account Holder is responsible for ensuring that all Approved Phones relating to that Account Holder's account have adequate security systems in place to protect against hacking and other attacks on the Approved Phone, and is liable for the consequences of its failure to ensure that adequate security measures are in place.
- 6.3. The Account Holder must make all reasonable efforts to recover or assist TaxiCharge in recovery of any lost, stolen or missing Card or TaxiCharge Voucher, and must ensure that Card Holders and TaxiCharge Voucher Holders assist TaxiCharge.
- 6.4. If any Card or Approved Phone is lost or stolen, or ceases to be in the possession and control of the Account Holder or the Authorised User who holds the Card or Approved Phone, the Authorised User and the Account Holder must immediately notify TaxiCharge by telephone, and must each confirm the notification in writing within one Business Day as set out in clause 6.6 below. For all Approved Phones, the Account Holder must ensure that if the phone is lost or stolen, the person who was the holder of an Approved Phone before its loss or theft will cancel the phone's connection to the cell phone network without delay.
- 6.5. If any TaxiCharge Voucher is lost or stolen or otherwise ceases to be in the possession and control of the Account Holder or a Voucher Holder authorised by the Account Holder, the Account Holder must immediately notify TaxiCharge by telephone, and must each confirm the notification in writing within one Business Day as set out in clause 6.6 below.
- 6.6. The Account Holder must notify TaxiCharge of:
- (a) all details of the relevant Card, Approved Phone or TaxiCharge Voucher;
- (b) the circumstances of the loss or theft.
- 6.7. The Account Holder's liability for Charges incurred and notified to TaxiCharge following receipt by TaxiCharge of the Account Holder's notice in writing as set out in clauses 6.4, 6.5 and 6.6 will be limited to \$1,500 in respect of each notified TaxiCharge Card, TaxiCharge Voucher booklet or Approved Phone.

7. Property in Cards and Vouchers

- 7.1. All Cards or TaxiCharge Vouchers remain the property of TaxiCharge at all times.
- 7.2. The Account Holder must ensure that no Card or TaxiCharge Voucher is copied or reproduced.
- 7.3. Either TaxiCharge or the Account Holder may terminate the right of any individual Card Holder or holder of an Approved Phone to use a TaxiCharge Card or Approved Phone at any time, by notice in writing to the other. When this happens in relation to a Card, the Account Holder agrees to uplift the Card from the Card Holder, cut it in two and return both portions to TaxiCharge.
- 7.4. TaxiCharge may require the Account Holder to return to it immediately any or all unused TaxiCharge Vouchers.
- 7.5. TaxiCharge may require a Merchant to retain any Card or TaxiCharge Voucher. If this happens, you must give up that Card or TaxiCharge Voucher to the Merchant.

8. Account Holder warranty

- 8.1. The Account Holder warrants to TaxiCharge that all of the information contained in any application for TaxiCharge services before entering into this agreement is true and correct, and undertakes to inform TaxiCharge promptly in writing of any change to this information.
- 8.2. Any signature by an Authorised User on a Sales Voucher, TaxiCharge Voucher or other Authorisation & Charging facility document is a warranty by the Account Holder that statements, amounts and other information contained in that document are true and correct.

9. Merchants

- 9.1. The contract under which Merchants supply Taxi Services to Authorised Users is an independent contract with the Account Holder, and the Merchant is not an employee or agent of TaxiCharge.
- 9.2. TaxiCharge does not supply Taxi Services and is not liable for any reason whatsoever for any act or omission of the Merchant or any failure, delay or refusal by the Merchant to:
- (a) supply Taxi Services;
- (b) accept Charges instead of immediate payment for Taxi Services;
- (c) accept the normal Taxi Fare for Taxi Services;
- (d) return any document related to an Authorisation & Charging Facility to TaxiCharge in a timely manner.

10. Online Administration

- 10.1. If TaxiCharge offers the Account Holder a facility to conduct Online Administration, the Account Holder will appoint a person to carry out those transactions, including ordering Cards and TaxiCharge Vouchers, and to control access to the Account Holder's records ("Card Master").
- 10.2. TaxiCharge will issue the Card Master with a password and user ID number. The use of that password and ID number is deemed to be authority by the Account Holder for TaxiCharge to act upon the Card Master's instructions in relation to its Account including:
- (a) including or withdrawing any Card from the Account;
- (b) issuing new Cards to Card Holders;
- (c) authorising Approved Phones; and
- (d) adding, modifying, deleting or updating any information relating to the Account.
- 10.3. The Account Holder is responsible for ensuring that the Card Master keeps his or her password and user ID secure. TaxiCharge will not be responsible for any loss whatsoever suffered by the Account Holder, the Card Master, any Card Holder, Approved Phone user or TaxiCharge Voucher Holder due to the disclosure (whether authorised by the Account Holder or not), loss, wrongful use or misuse of a password or user ID by any person.

11. Limitation of Liability

- 11.1. If the Account Holder acquires or holds itself out as acquiring TaxiCharge's services for the purposes of a business:
- (a) the provisions of the Consumer Guarantees Act 1993 and any other terms implied by law are excluded by this Agreement;
- (b) TaxiCharge's liability to the Account Holder, or any Authorised User for any reason whatsoever shall be limited to a refund of the Administration Fee for the month in which the act or omission giving rise to the liability arose; and
- (c) TaxiCharge will not be liable to the Account Holder for any indirect or consequential loss or damage of any kind whatsoever, and will require the Account Holder to indemnify it against all claims by Authorised Users.
- 11.2. TaxiCharge will not be liable for any losses of any kind or any delay in supplying services which are caused in whole or in part by force majeure or any other cause beyond its reasonable control, including disruption to any telephone, mobile phone or other communications network for any reason.

12. Term and Termination

- 12.1. This Agreement commences on the date it is signed by both parties, and can be terminated immediately on written notice by one party giving notice of termination to the other.
- 12.2. Immediately following termination of this agreement, the Account Holder undertakes to return all TaxiCharge Cards, TaxiCharge Vouchers or other items or documents of TaxiCharge related to an Authorisation & Charging Facility, cut in two, to TaxiCharge, and to pay any sum owing to TaxiCharge under this Agreement on demand.
- 12.3. The Account Holder shall remain liable for all payments in respect of Charges and Administration Fees made by the use of any Authorisation & Charging Facility until all items and documents referred to in clause 12.2 are returned to TaxiCharge.

13. Changes to this Agreement

- 13.1. TaxiCharge may amend this Agreement by notifying the Account Holder of any change at least 10 Business Days before the change takes effect. Any change is binding from the date notified by TaxiCharge. By using or permitting the use of any Authorisation & Charging Facility after the change has come into effect, the Account Holder agrees to be bound by the changes.
- 13.2. TaxiCharge may amend the Operating Procedures at any time by notice.

14. Notices

- 14.1. All notices under this Agreement must be in writing. Notices may be delivered by hand or by post, or transmitted in electronic form including facsimile and electronic mail, to the address set out in schedule 1 of this Agreement, or any other address notified in writing by one party to the other.
- 14.2. The Account Holder agrees that TaxiCharge may give notices to the Account Holder by sending an electronic communication which allows the notice to be accessed from the TaxiCharge website.
- 14.3. If notice is given by post, it is deemed to have been received on the fourth Business Day after the day on which that notice is posted. Notices given by electronic means are deemed to have been received on the day in which they are sent by TaxiCharge, with the exception of disclosure documents in respect of a consumer credit contract (as defined in the Credit Contracts and Consumer Finance Act 2003) in which case notices are deemed to have been received on the second Business Day after the day on which they are sent.

15. Assignment

- 15.1. The Account Holder may assign this Agreement only with the prior written consent of TaxiCharge, which TaxiCharge may refuse, or grant on any conditions it may think fit.
- 15.2. Any change in the effective management or control of the Account Holder shall be deemed to be an assignment.

16. Personal Information

- 16.1. TaxiCharge will use any personal information that the Account Holder supplies to it for credit, administration, service and marketing purposes. Individuals have the right of access to, and to ask for correction of, their personal information.
- 16.2. The Account Holder authorises any person or company to provide TaxiCharge with any information required in response to its application for credit and/or other enquiries, and authorises TaxiCharge to search the Personal Property Securities Register for any information about it (or, in the case of a company) its parent or associated companies.

17. General

- 17.1. If TaxiCharge fails to enforce any terms or to exercise its rights under this Agreement at any time, it has not waived those rights.
- 17.2. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect and the parties shall adjust their respective rights and obligations in accordance with the spirit and intent of the parties as shown by this Agreement.
- 17.3. In this agreement a reference to any statute is to that statute as amended, supplemented or varied from time to time and includes any re-enactment or substitution of that statute.

Direct Debit Authority

PLEASE ATTACH A DEPOSIT SLIP FOR YOUR BANK ACCOUNT HERE

Name of Bank Account

Customer (Acceptor) to complete Bank/Branch Number, Account Number & Suffix of Account to be debited

BANK		BRANCH NUMBER				ACCOUNT NUMBER						SUFFIX			
(Please attach an encoded slip to ensure your number is loaded correctly)															

To: The Manager (Please print full postal address clearly for window envelope)

BANK/BRANCH:	Authorisation Code
ADDRESS:	0 3 0 8 0 0 4
TOWN/CITY:	DATE:

I/We authorise you until further notice in writing to debit my/our account with you all amounts which TaxiCharge New Zealand Limited and Company, Private Bag 99931, Newmarket, Auckland 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.

Information to appear on my/our Bank Statement (To be completed by the Initiator)

PAYER PARTICULARS	PAYER CODE (TAXICHARGE ACCOUNT NUMBER)	PAYER REFERENCE
T A X I C H R G		T A X I C H A R G E

NAME OF ACCOUNT:	(Customer To Complete)
AUTHORISED SIGNATURE (S):	

FOR BANK USE ONLY				BANK STAMP
APPROVED:	DATE RECEIVED:	RECORDED BY:	CHECKED BY:	
APPROVAL CODE - 0800 11/01	ORIGINAL - RETAIN AT BANK DUPLICATE - FORWARD TO THE INITIATOR IF REQUESTED			

Direct Debit Terms and Conditions

1. The Initiator:

- (a) The initiator undertakes to give written notice to the Acceptor of the commencement date, frequency and amount at least 10 calendar days before the first Direct Debit is drawn (but not more than 2 calendar months).
Where the Direct Debit System is used for the collection of payments which are regular as to frequency, but variable as to amounts, the initiator undertakes to provide the Acceptor with a schedule detailing each payment amount and each payment date. In the event of any subsequent change to the frequency or amount of the Direct Debits, the Initiator has agreed to give written advance notice at least 30 days before the change comes into effect.
- (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 initiator by debiting the amount of the reversal or alteration of the Direct Debit back to the Initiator through the Initiators 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 accounting 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 dispute lies between me/us and the Initiator.
- (d) The Bank accepts no responsibility of liability for the accuracy of information about Direct Debits on Bank Statements.
- (e) The Bank is not responsible for, or under liability in respect to:
 - any variations between notices given by the Initiator and the amount(s) of Direct Debits,
 - the Initiators failure of 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 determined 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 and given to or drawn on the Bank.
- (c) Change its current fees for this service in force from time-to-time.