

# Pre-Authorized Debit Agreement Payor's PAD Agreement

## Payor's Account Information

Last and first names of account holders			Phone No.
Address (street, city, province/territory)			Postal code
Name of financial institution	Institution No.	Transit No.	Account No. (with check digit)

## Payee's Contact Information

Name of organization	Email address or contact person		
Address (street, city, province/territory)	Postal code	Phone No.	

8 The services of \_\_\_\_\_ have been retained by \_\_\_\_\_.

Name of Payee Name of entity providing good or services to the Payor

## Withdrawal Authorization

I, the undersigned (if a legal person, herein represented by its duly authorized representative(s)), authorize the Payee to make pre-authorized debits (PADs) from my account with the aforementioned financial institution, as the following interval:

- weekly  every 2 weeks  twice monthly  monthly
- other (please specify the event or frequency: annually, quarterly, etc. If the payment is a sporadic or one-time payment, use the appropriate form).

- 4 Each withdrawal will correspond to:
- A variable amount, which the Payee must inform me of in writing at least 10 days before the due date.
- A fixed amount of \$ \_\_\_\_\_, which may be modified, without any further authorization on my part, provided that the Payee notifies me in writing at least 10 days before the due date of the payment. No notice will be sent if the amount is reduced due to a change in tax rates.

For the following service: \_\_\_\_\_

- 10  A one-time pre-authorized debit (PAD) in the amount of \$ \_\_\_\_\_ dated \_\_\_\_\_. I understand that the Payee will obtain a new PAD Agreement before any other debit to my account.

- 11  Sporadic pre-authorized debits (PADs), from time to time, from my account with the aforementioned financial institution, for payments in line with our service agreement or defined as follows: \_\_\_\_\_

I understand that the Payee will obtain my authorization before each sporadic debit from my account.

- 3 Which together constitute a:  personal PAD  business PAD

### Waiver:

- 9  I hereby waive the aforementioned written notice of 10 days.
- I have received a copy of this Agreement and waive all other confirmation before the first payment.

### Changes or cancellation:

I will inform the Payee, in a timely manner, of any changes to this Agreement.

- 5 I retain the right to revoke my authorization at any time, with a pre-notification of \_\_\_\_ days (maximum 30 calendar days). I may obtain a sample cancellation form, or more information on my right to cancel a PAD Agreement, by contacting my financial institution or by visiting the Payments Canada website at [payments.ca](http://payments.ca). I agree to release the financial institution of any liability if the revocation is not respected, except in the case of gross negligence on its part.

I agree that the financial institution where my account is held is not required to verify that the payment is debited in accordance with this authorization. I also certify that every person whose signature is required for the operation of the aforementioned account has signed this authorization.

I acknowledge that providing the Payee with this authorization is the same as providing it to the above-mentioned financial institution.

## Reimbursement

7 I have certain recourse rights if a debit does not comply with this Agreement. For example, I have the right to receive reimbursement for any PAD that is not authorized or is not consistent with this PAD Agreement. For more information on my recourse rights, I may contact my financial institution or visit [payments.ca](https://payments.ca).

The financial institution will reimburse me, on behalf of the payee, for any amounts withdrawn in error, within 90 calendar days of the withdrawal for a personal PAD and within 10 business days for a business PAD, provided that the reimbursement is claimed for a valid reason.

I understand that I must file a claim with my financial institution according to the procedure it provides me.

Finally, I acknowledge that a claim for reimbursement filed after the aforementioned time limits must be settled between me and the organization, without any liability or commitment from my financial institution.

## Consent to Disclosure of Information

I hereby consent to the disclosure of the information contained in my Pre-Authorized Debit Agreement to the financial institution, provided such information is directly related to and required for the application of the rules governing pre-authorized debits.

## Signatures of Account Holders

### 12 Language of choice / *Choix de langue*

I acknowledge that I was provided with the French version of this contract and I expressly request to enter into this contract in the English language. I also expressly request that the documents relating to this contract be drawn up exclusively in English.

*Je reconnais que la version française de ce contrat m'a été remise et je demande expressément de conclure ce contrat dans la langue anglaise. Je demande également expressément à ce que les documents se rattachant à ce contrat soient rédigés exclusivement en anglais.*

X \_\_\_\_\_ 1  
Signature of account holder Date (YYYY-MM-DD)

X \_\_\_\_\_  
Signature of second account holder Date (YYYY-MM-DD)  
(only if 2 signatures are required)



**IMPORTANT: Attach a personal cheque marked "VOID" to prevent transcription errors. If you change your account or your financial institution, please advise the Payee.**

### Legend:

**Numbers 1–7** indicate the **mandatory provisions** that must be included in all Payor's PAD Agreements, in compliance with Rule H1.

**Numbers 8–11** indicate **provisions that are mandatory in certain circumstances**.

You can customize the template, but you must include the **7 mandatory provisions as well as any other provisions necessary for the circumstance**, and then have it approved by the AccèsD Affaires services.

1. Agreement date and signature.
2. Authorization to debit specific account.
3. PAD category (personal or business).
4. PAD amount, timing or event.
5. Cancellation and time frame (maximum 30 days) for the Agreement, including instructions on how to obtain a sample cancellation form.
6. Contact information for the company issuing the PAD for inquiries, information or recourse.
7. Recourse statement and reimbursement rights.

#### **Mandatory in certain circumstances:**

8. Where a Payee is collecting payments on behalf of an entity that is providing a Payor with goods and services, the Payor's PAD Agreement must include a statement that describes the arrangement between the Payee and the entity providing the Payor with goods and services.
9. If the Agreement allows for the Payor to waive notice, the text indicating this must be prominently displayed (bold, highlighted or underlined).
10. A one-time PAD Agreement must indicate that the Agreement will no longer be valid after the payment has been made. A new Agreement is necessary for any subsequent payments (use the one-time PAD template).
11. A sporadic PAD Agreement must indicate that the Payee must obtain the Payor's authorization for each payment (use the sporadic PAD template).
12. This is an example of a text on how to apply section 55 of the *Charter of the French Language*, which states that clients must be given the French version of a contract and provide their express wish to communicate in a language other than French. It's your responsibility to decide how it applies to your tasks and make any changes required.