



# Authorization For Annual Fee Pre-Authorized Payment Plan Terms & Conditions

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1. In this Authorization, "I", "me" and "my" refers to each Account Holder who signs below.
2. I agree to participate in this Pre-Authorized Debit Plan for annual lawyer fee purposes and I authorize the Payee indicated on the reverse hereof to draw a debit in paper, electronic or other form for the purpose of making payment for annual fee invoice (a PAD), on my account indicated on the reverse hereof (the "Account") at the financial institution indicated on the reverse hereof (the "Financial Institution") and I authorized the Financial Institution to honour and pay such debits. This Authorization is provided for the benefit of the Payee and my Financial Institution and is provided in consideration of my Financial Institution agreeing to process debits against my Account in accordance with the Rule of the Canadian Payments Association. I agree that any direction I may provide to draw a BUSINESS PAD, and any BUSINESS PAD drawn in accordance with this Authorization, shall be binding on me as if signed by me, and, in the case of paper debits, as if they were cheques signed by me.
3. I may revoke this Authorization at any time by delivering a written notice of revocation to the Payee which shall not exceed 30 days. This Authorization applies only to the method of payment and I agree that revocation of this Authorization does not terminate or otherwise have any bearing on any contract that exists between the Payee and me. Further information on PAD cancellation can be found by visiting [www.cdnpay.ca](http://www.cdnpay.ca) or at my financial institution.
4. I agree that my Financial Institution is not required to verify that any PAD has been drawn in accordance with this Authorization, including the amount, frequency and fulfillment of any purpose of any PAD.
5. I agree that delivery of this Authorization to the Payee constitutes delivery by me to my Financial Institution. I agree that the Payee may deliver this Authorization to the Payee's financial institution and agree to the disclosure of any personal information, which may be contained in this Authorization to such financial institution.
6. I understand that with respect to:
  - a) fixed amount PADs, I shall receive written notice from the Payee of the amount to be debited and the due date(s) of debiting, at least ten (10) calendar days before the due date of the first PAD, and such notice shall be received every time there is a change in the amount or payment date(s);
  - b) variable amount PADs, I shall receive written notice from the Payee of the amount to be debited and the due date(s) of debiting, at least ten (10) calendar days before the due date of every PAD; or
  - c) a PAD Plan that provides for the issuance of a PAD in response to my direct action (such as, but not limited to, a telephone instruction) requesting the Payee to issue a PAD in full or partial payment of a billing received by us, the ten (10) day pre-notification is waived.
7. I may dispute a PAD by providing a signed declaration to my Financial Institution under the following conditions:
  - a) the PAD was not drawn in accordance with this Authorization;
  - b) this Authorization was revoked; or
  - c) any pre-notification required by section 6 was not received by me.I acknowledge that in order to obtain reimbursement from my Financial Institution for the amount of a disputed PAD, I must sign a declaration to the effect that either (a), (b) or (c) above took place and present it to my Financial Institution up to and including but not later than ten (10) calendar days after the date on which the disputed PAD was posted to the Account. I acknowledge that, after this ninety (90) day period, I shall resolve any dispute regarding a PAD solely with the Payee, and that my Financial Institution shall have no liability to me respecting any such disputed PAD.
8. I certify that all information provided with respect to the Account is accurate and I agree to inform the Payee, in writing, of any change in the Account information provided in this Authorization at least ten (10) business days prior to the next due date of a PAD. In the event of any such change, this Authorization shall continue in respect of any new account to be used for PADs.
9. I warrant and guarantee that all persons whose signatures are required to sign on the Account have signed this Authorization below.
10. I understand and agree to the foregoing terms and conditions.
11. I 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 I 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.

\_\_\_\_\_  
Name of Account Holder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Account Holder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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Name of Lawyer & Lawyer Number  
(if different from Account Holder)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date