



**PRE-AUTHORIZED PAYMENT AUTHORIZATION**

I/We hereby authorize, for the purpose of Tuition fees, TMS to process the electronic withdrawals from my Bank Account with details set out below:

Name of Payor: \_\_\_\_\_

Payor's Bank: \_\_\_\_\_

Bank # (3 digits): \_\_\_\_\_

Branch # (5 digits): \_\_\_\_\_

Account # (Min 7 digits): \_\_\_\_\_

Note: Student Name: \_\_\_\_\_

Note: There are a series of numbers at the bottom of each cheque. The bank number is usually found in the middle (3 digits), the branch number is usually to the left of this (5 digits) and the account number is to the right (supply min 7 digits).

I/We acknowledge that I/We have received, read and accept the provisions contained in the Terms and Conditions of the Pre-authorized Payment Plan Authorization set out below.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (please print): \_\_\_\_\_

## TERMS AND CONDITIONS

I/We acknowledge that this Authorization is provided for the benefit of the Payee and (processing institution) and is provided in consideration of (Processing Institution) agreeing to process debits against my account in accordance with the Rules of the Canadian Payment Association.

I/We warrant and guarantee that all persons whose signatures are required to sign on this account have signed this agreement above.

Payor may revoke PAD authorization at any time, subject to providing notice of 30 days prior to effective date of cancellation. Contact TMS or your financial institution to cancel a PAD agreement. Please visit [www.cdnpay.ca](http://www.cdnpay.ca) to obtain a sample cancellation form, or for more information on your rights.

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD agreement. Please visit [www.cdnpay.ca](http://www.cdnpay.ca) for more information on your recourse rights.

I/We acknowledge that provision and delivery of this authorization to TMS constitutes delivery by the Payor to the Processing institution. Any delivery of this authorization to you constitutes delivery by the Payor.

The Payor and Payee agree to waive the pre-authorization requirement set out in Section 11 of Appendix II of rule H1 of the Canadian Payments Association.

I/We undertake to inform TMS School, in writing, of any change in the account information provided in this authorization prior to the next due date of the PAD.

The account that TMS is authorized to draw upon is indicated in the accompanying authorization.

I/We acknowledge that the Processing Institution is not required to verify that a PAD has been issued in accordance with the particulars of the Payor's Authorization including, but not limited to, the amount.

I/We acknowledge that the Processing Institution is not required to verify that any purpose of payment for which the PAD was issued has been fulfilled by TMS School as a condition to honoring a PAD issued or caused to be issued by TMS on the Payor's account.

Revocation of this authorization does not terminate any contract for goods or services that exists between the Payor and TMS. The Payor's Authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods and services exchanged.

A PAD may be disputed by a Payor under the following conditions: 1) the PAD was not drawn in accordance with the Payor's Authorization; or 2) the authorization was revoked; or 3) Pre-notification was not received.

The Payor, in order to be reimbursed, acknowledges that a declaration to the effect that either (1), (2) or (3) took place, must be completed and presented to the branch of the Processing Institution holding the Payor's account up to and including 90 calendar days in the case of a personal/household PAD (or up to and including 10 business days in the case of a business PAD), after the date on which the PAD in dispute was posted to the Payor's account.

The Payor acknowledges that a claim on the basis that the Payor's Authorization was revoked, or any other reason, is a matter to be resolved solely between the Payee and the Payor when disputing any PAD after (90 calendar days in the case of a personal/household PAD or 10 business days in the case of a business PAD).

### DEFINITIONS

**Business PAD:** Means a PAD (Pre-Authorized debit in paper, electronic or other form) drawn on the account of a Payor such as, but not limited to, a corporation, an organization, a trade, an association, a government entity, a profession, a venture or an enterprise, for the payment of goods and services related to commercial activities of the Payor.

**Personal/Household PAD:** Means a PAD drawn on the account of a Payor for payment such as, but not limited to, charitable donations, RESP and spousal RRSP contributions, mortgage installments, utility bills, insurance premiums, membership fees, property taxes, credit card billings and payment for other consumer goods and services.