

# THE CHILDREN'S GARDEN PRE-AUTHORIZED PAYMENT PLAN

**Terms and Conditions**

1. This authorization may be cancelled at any time upon notice by me/us. I/We acknowledge that, in order to revoke this authorization, I/We must provide notice of revocation to THE CHILDREN'S GARDEN.
2. "I/We acknowledge that provision and delivery of this authorization to THE CHILDREN'S GARDEN constitutes delivery by that bank/financial institution. Any delivery of this authorization to you constitutes delivery by me/us."
3. "I/We acknowledge that this Authorization is provided for the benefit of THE CHILDREN'S GARDEN and any such bank/financial institution is provided in consideration of bank/financial institution agreeing to process debits against my account in accordance with the Rules of the Canadian Payments Association".
4. THE CHILDREN'S GARDEN will provide, for fixed amount PADs, written notice 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); or, with respect to variable amount PADs, 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.
5. "I/We undertake to inform THE CHILDREN'S GARDEN, in writing, of any change in the account information provided in this authorization prior to the next due date of the PAD".
6. "I/We acknowledge that bank/financial institution is not required to verify that a PAD has been issued in accordance with the particulars of my/our authorization including, but not limited to, the amount.
7. "I/We acknowledge that bank/financial institution is not required to verify that any purpose of payment for which the PAD is issued has been fulfilled by THE CHILDREN'S GARDEN as a condition to honouring a PAD issued or caused to be issued by THE CHILDREN'S GARDEN on my/our account".
8. Revocation of this authorization does not terminate any contract for goods or services that exists between me/us and THE CHILDREN'S GARDEN. My/our authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged".
9. "A PAD may be disputed by me/us under the following conditions:
  - (i) the PAD was not drawn in accordance with my/our Authorization; or
  - (ii) the authorization was revoked; or
  - (iii) pre-notification was not received.

I/ We, in order to be reimbursed, acknowledges that a declaration must be completed and presented to the bank/financial institution holding my/our account up to and including 90 calendar days in the case of a personal household PAD (or up to and including ten (10) business days in the case of a business PAD), after the date on which the PAD in dispute was posted to my/our account.

I/ We acknowledge that a claim on the basis that my/our authorization was revoked, or any other reason, is a matter to be resolved solely between THE CHILDREN'S GARDEN and me/us 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]".

**THE CHILDREN'S GARDEN Pre-Authorized Payment Form**

Account Name (Parent name(s) on the account)

Transit Number & Account Number

Contact Name and Number at Branch

Please Provide the Following Banking Information

Account Type: Chequing  Savings  Current

Name and Branch of Financial Institution

Branch Address

I/We hereby authorize THE CHILDREN'S GARDEN and the financial institution indicated above to release funds for payment for monthly billing charges under the terms and conditions of this request in the amount of

a) \$\_\_\_\_\_ (fixed amount per month) or;

b) \$40 per day for the number of days per month in attendance

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

CHILD'S NAME

HOME ADDRESS IN FULL

AUTHORIZED SIGNATURE(S)

EMAIL ADDRESS

EFT withdrawal becomes effective: \_\_\_\_\_

**Please include a VOIDED personal cheque.**