

BILL PAYMENT TERMS

1. The Customer:

- (a) authorises Heartland to debit his/her nominated account with the amounts the Customer requests to be paid to each Payee from time to time, along with any current Heartland charges relating to this service.
- (b) is solely responsible for ensuring the accuracy of information provided to Heartland in this Authority and bill payments made pursuant to it.
- (c) will advise Heartland immediately of any incorrect payment information shown on the Customer's transaction history.
- (d) will be solely responsible for making arrangements in relation to any payment if a bill payment is not made on the due date for any reason.
- (e) may request cancellation or suspension of any payment to be made pursuant to this Authority, by advising Heartland at a reasonable time before the payment is due to be effected.
- (f) understands and agrees that this Authority is subject to any arrangement now or in the future between the Customer and Heartland in relation to the Customer's account.
- (g) understands and agrees that this Authority will remain in force and effect in relation to all payments made in good faith notwithstanding the Customer's death or bankruptcy or any other revocation of this Authority, until Heartland receives written notice of the revocation.
- (h) agrees that if the Customer's directions in relation to this Authority are given for business purposes, to the extent allowed by law the provisions of the Consumers Guarantees Act 1993 will not apply.

2. Heartland Bank Limited (Heartland):

- (a) will use reasonable care and skill to give effect to the directions given to it pursuant to this Authority.
- (b) will not (subject to Heartland's obligations (if any) under the Consumer Guarantees Act 1993) accept responsibility or liability for:
 - (i) any refusal or other omission to make payments; or
 - (ii) late payments or omission to follow the Customer's instructions; or
 - (iii) the accuracy of the information contained in this Authority; or
 - (iv) bill payments made pursuant to this Authority.
- (c) may, in its absolute discretion, conclusively determine the order or priority of payment by it of any moneys pursuant to this or any other Authority, transfer instruction or cheque which the Customer may now or in future give to Heartland or draw on the Customer's account.
- (d) may, in its absolute discretion, refuse to make any one or more payments in this Authority where there are insufficient funds available in the Customer's account.
- (e) may, in its absolute discretion, terminate this Authority or reduce any payment requested in this Authority for any reason and at any time whatsoever, without notice to the Customer.
- (f) may add, cancel or amend any of these Terms at any time. Heartland will give the Customer at least 14 days notice of any variation by any one of the following means:
 - (i) by direct communication with the Customer.
 - (ii) by notice on display at any of Heartland's branches.
 - (iii) by public advertisement.