



ROYAL NEW ZEALAND YACHT SQUADRON

Royal New Zealand Yacht Squadron
invites you to apply for a
House Charge Account

Please complete the following so you can further enjoy the Squadron experience without having to settle your purchase every visit - take the easy option and pay monthly by direct debit.

Applicant
Surname:

Member No.

First Name/s:

Email Address:

Postal Address:

Postcode:

Phone Contact:

Cell/Business/Mobile

Secondary
Member Name:

Member No

Secondary
Member Phone:

Cell/Business/Mobile

I / we agree to RNZYS debiting the amount due for goods and services to my / our house account which will be settled by way of Direct Debit on a monthly basis. See page 2 for terms and conditions.

Furthermore I / we understand access to see the summary of the charges will be via the members portal 'My Accounts' on RNZYS' website. (For login assistance please contact info@rnzys.org.nz)

Signature/s:

Date:



Your personal information is being collected for the purposes of providing membership benefits to you. RNZYS and its suppliers or sponsors may access the information to provide member benefits to you. Your personal information will not be sold to any third party. Your information will be stored at RNZYS, Westhaven Drive, Auckland; you may access or correct the information held about you via the members portal or by contacting info@rnzys.org.nz.

For all enquiries or for further information, please contact RNZYS reception:

181 Westhaven Drive, Auckland, New Zealand | Ph: (09) 360 6800
PO Box 46182, Herne Bay, Auckland 1147 | Email: Admin@rnzys.org.nz | www.rnzys.org.nz





ROYAL NEW ZEALAND YACHT SQUADRON

TERMS AND CONDITIONS

By submitting a House Charge Account Application and/or purchasing goods and services from RNZYS, you (Member) agree the following Terms shall apply to your House Charge Account. These Terms replace any previous arrangements or understandings relating to supply by RNZYS (or any other entity authorized to trade under the name RNZYS) of a House Charge Account to the Member.

ACCOUNT TERMS

1. Provided the Member is meeting its obligations to RNZYS and subject to proof of identity (if requested), the Member is able to acquire goods and services from RNZYS and charge them to their House Charge Account.
2. All Members with a House Charge Account must have a direct debit authority in place allowing the RNZYS to draw funds to pay their House Charge Account on a monthly basis.
3. The Member is liable for all purchases made in his/her account name. It is the sole responsibility of the Member to ensure there is no unauthorised use of his/her account.
4. RNZYS may at any time withdraw, suspend or alter the Member's House Charge Account at any time without notice at its sole discretion. Any such change to the Member's credit facilities will not release the Member from any liability whatsoever.

PRICING AND PAYMENT

5. Where purchases of goods and services are charged to a valid House Charge Account, then payment is due in full in cleared funds by the 20th day of the month following payment. Payment will be effected by direct debit.
6. Payment of all monies owing to RNZYS must be free of any deduction or other claim whatsoever.
7. RNZYS may allocate any payment made by or on behalf of the Member to the account and/or payment of any goods and services as it sees fit and the Member waives any right to receive notification of that allocation.
8. If full payment for the goods and services is not made by the due date for payment, the Member will pay, at RNZYS discretion (and without prejudice to any other rights or remedies it may have), on demand, default interest on the amount outstanding at the rate of 18% per annum (calculated on a daily basis until the account is paid in full) and all expenses and costs (including legal costs on a solicitor and client basis) incurred by or on behalf of RNZYS recovering or attempting to recover the overdue amount.

DEFAULT

9. An Event of Default where the Member fails to pay any moneys owing when due, including the failure of a direct debit authority to successfully draw funds and a failure to pay their RNZYS membership subscription by the due date.
10. If, at any time and for any reason, an Event of Default occurs, then (without prejudice to any other remedies RNZYS may have) RNZYS may suspend all House Charge Account credit arrangements offered to the Member immediately, without notice, until the Event of Default is remedied to RNZYS' satisfaction and require future purchases to be paid in cash or by eftpos or credit card.

PRIVACY

11. RNZYS may at any time collect, hold and use information relating to this House Charge Account application for any purpose connected with its activities including (but not limited to) provision of member benefits and debt recovery, including collecting information from, and disclosing information to debt collection agencies and other third parties. Under the Privacy Act 1993, individuals have rights to access to, and request correction of, their personal information by contacting RNZYS.
12. The Member authorises RNZYS to collect, hold and use information from any person or entity for any of the above purposes, and for such person or entity to disclose information to RNZYS, and the Member further authorises RNZYS to disclose information to any person or entity for any of the above purposes and such person or entity to collect, hold and use information from RNZYS.

REVIEW OF TERMS

13. RNZYS may vary these Terms at any time by publishing the varied terms on the RNZYS website (www.rnzys.org.nz).

GENERAL

14. The Member may not directly or indirectly assign to any person any of its benefits or burdens in respect of the contract created by these Terms. RNZYS may at any time assign or transfer to any other person all or any part of its rights, remedies and obligations under these Terms and any related or ancillary document without the Member's consent.
15. No delay or failure to act is a waiver. No waiver is effective unless it is in writing. Any waiver of a breach so given, is not a waiver of any other breach.
16. These Terms will be governed by the laws of New Zealand.

DEFINITIONS

17. In these Terms, unless the context requires otherwise:
 - (a) Member means the individual named as a member of the RNZYS and if a family membership is in place, each person covered under the terms of that family membership.
 - (b) RNZYS means the Royal New Zealand Yacht Squadron and any relevant entity owned or controlled by the RNZYSs.
 - (c) Terms means these Terms, as amended from time to time by RNZYS in accordance with clause 16.
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ROYAL NEW ZEALAND YACHT SQUADRON
DIRECT DEBIT FORM

BANK INSTRUCTIONS																					
NAME:										AUTHORITY TO ACCEPT DIRECT DEBITS (Not to operate as an assignment or agreement)											
Bank Account from which payments are to be made										AUTHORISATION CODE											
Bank		Branch			Account Number					Suffix					0	6	1	2	7	6	8

(Please attach an encoded deposit slip to ensure your number is loaded correctly)

To The Bank Manager
Bank:
Branch:
Town/City:
<p>I/We authorise you until further notice, to debit my/our account with all amounts which ROYAL NEW ZEALAND YACHT SQUADRON INC (hereinafter referred to as the Initiator) The registered initiator of the above Authorisation Code, may initiate by Direct Debit. I/We acknowledge and accept that the bank accepts this authority only upon the conditions listed below.</p>

Information to appear on My/Our bank statement:

Payer Particulars	Payer Code	Payer Reference

Signature(s):
Date:

Approved 1276	For Bank Use Only: <i>Original Retain at Branch</i>	BANK STAMP								
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07	2004									
Date Received:	Recorded By:	Checked By:								

CONDITIONS OF THIS AUTHORITY

1. **The Initiator**
 - (a) Undertakes to give notice to the Acceptor of the commencement date, frequency & amount at least 10 calendar days before the first Direct Debit is drawn (but no more than 2 calendar months). This notice will be provided either –
 - (i) In writing; or
 - (ii) By electronic mail where the Customer has provided prior written consent to the Initiator. Where the Direct Debit System is used for the collection of payments which are regular as to frequency, but variable as to amounts, the Initiator undertakes to provide the Acceptor with a schedule detailing each payment amount and each payment date. In the event of any subsequent change to the frequency or amount of the Direct Debits, the Initiator has agreed to give advance notice of at least 30 days before the changes come into effect. This notice must be provided either –
 - (i) In writing; or
 - (ii) By electronic mail where the Customer has provided prior written consent to the Initiator
 - (b) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.
2. **The Customer may:**
 - (a) At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank and to the Initiator.
 - (b) Stop payment of any Direct Debit to be initiated under this Authority by the Initiator by giving written notice to the Bank prior to the Direct Debit being paid by the Bank.
 - (c) Where a variation to the amount agreed between the Initiator and the Customer from time to time to be direct debited has been made without notice being given in terms of clause 1(a) above, request the Bank to reverse or alter any such Direct Debit initiated by the Initiator by debiting the amount of the reversal or alteration of a Direct Debit back to the Initiator through the Initiator's Bank PROVIDED such request is made not more than 120 days from the date when the Direct Debit was debited to my / our account.
3. **The Customer acknowledges that:**
 - (a) This Authority will remain in full force and effect in respect of all Direct Debits passed to my / our account in good faith notwithstanding my / our death, bankruptcy or other revocation of this Authority until actual notice of such event is received by the Bank.
 - (b) In any event this Authority is subject to any arrangement now or hereafter existing between me / us and the Bank in relation to my/our account.
 - (c) Any dispute as to the correctness or validity of an amount debited to my / our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this Authority. Any other dispute lies between me / us and the Initiator.
 - (d) Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of:
 - The accuracy of information about Direct Debits on Bank Statements
 - Any variations between notices given by the Initiator and the amounts of Direct Debits.
 - (e) The Bank is not responsible for, or under any liability in respect of the Initiators failure to give notice in accordance with 1(a) nor for the non-receipt or late receipt of notice by me / us for any reason whatsoever. In any such situation the disputed lies between me / us and the Initiator.
 - (f) Notice given by the Initiator in terms of clause 1(a) to the debtor responsible for the payments shall be effective. Any communication necessary because the debtor responsible for a payment is a person other than me / us is a matter between me / us and the debtor concerned.
4. **The Bank may:**
 - (a) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other Authority, cheque or draft properly executed by me / us and given to or drawn on the Bank.
 - (b) At any time terminate this Authority as to future payments by notice in writing to me / us.
 - (c) Charge its current fees for this service in force from time to time.