Electronic Funds Transfer Enrollment Form

COMPLETION: To ensure legibility, please fill this form clearly, sign it, and submit it to our Finance Department and the address indicated below.

YOUR INFORMATION

NAME: ____

ADDRESS: ____

PHONE NUMBER: ____

EMAIL: ____

CHECK ONLY ONE BOX

☐ New EFT Authorization ☐ EFT Termination Request ☐ Update Information

EFT BANKING INFORMATION

Note: When enrolling in a new account for EFT a voided check or letter from your bank must be attached to this form. You are responsible for notifying our Finance Department of your banking information changes.

BANK NAME: _______________________ BANK ADDRESS: _________________________

TRANSIT #: __________ INSTITUTION #: __________ ACCOUNT #: ____________________

I/We authorize the Xatśūll First Nation to begin transferring payments for our invoices to the bank account information provided above. By signing below, I/We hereby agree that I/We have read and agree to the terms and conditions of this Electronic Funds Transfer Agreement attached.

SIGNATURE: _________________________________ DATE: ______________________

Please submit the completed form, voided check, and/or bank letter to the address provided below.

The personal information collected on this form is collected in accordance with the Freedom of Information and Protection of Privacy Act. The personal information collected herein will be used only for the purpose of enrolling in the EFT program and for no other purpose unless its release is authorized by its owner or is compelled by a Court or an agent duly authorized under another enactment.

Electronic Funds Transfer Terms and Conditions

The term "EFT" refers to electronic funds transfer. “Payor” refers to the Xatśūll First Nation and “Vendor” refers to the person who has entered into a contract with the Payor.

1) Method of Payment

All payments by the Payor shall be made by EFT as a direct deposit to the bank account specified on the EFT enrollment form, except where the Payor is unable to release one or more payments by EFT, then the Vendor agrees to accept payments by cheque.

2) Submission of Vendor’s EFT Information

a) The Vendor is required to provide the Payor with the necessary information for the Payor to make payment by EFT. The Vendor as, the provider, certifies that the bank account information listed on the EFT enrollment form is true and accurate and authorized by person(s) in authority.

b) In the event that the EFT information changes, the Vendor shall be responsible for providing the updated information to the Payor and allow 30 days to update the changed EFT information.

3) Suspension of Payment

a) The Payor is not required to make any payment under the contract until its designated officer has received the correct EFT payment information from the Vendor. Until receipt of the correct EFT information, any invoice or payment request shall be deemed not to be a proper invoice or valid request for the purpose of payment under the contract. No interest or any other manner of claim whatsoever for delayed or non-payment shall be permitted as a result of incorrect EFT information or improper delivery of EFT payment information.

b) If the EFT information changes after submission of correct EFT information, the Payor shall have 30 days within which to update the changed EFT information after its receipt by the designated officer to the extent payment is made by EFT. However, the Vendor may request that no further payments be made until the updated EFT information is implemented by the Payor’s Finance Department. If such suspension would result in a late payment under any payment terms of the Contract, the Vendor’s request for suspension shall extend the due date for payment by the number of days of the suspension.

4) Liability for Uncompleted or Erroneous Transfers

a)If an uncompleted or erroneous transfer occurs because the Payor used the Vendor's EFT information incorrectly, the Payor remains responsible for making a correct payment.

b) If an uncompleted or erroneous transfer occurs because the Vendor’s EFT information was incorrect, and

(i) the funds are no longer under the control of the Payor’s payment office, the Payor is deemed to have made payment and the Vendor is responsible for recovery of any erroneously directed funds; or

(ii) if the funds remain under the control of the Payor’s payment office, the Payor shall not make payment and the provisions of subsection (3) Suspension of Payment shall apply.

c) If the Payor transfers more money than the correct payment amount to the account, due to duplicate EFT (where “duplicate” is defined as multiple EFT’s received for the same services rendered) the Payor will be reimbursed by the Vendor immediately.

5) Liability for change of EFT Information by Financial Agent

The Payor is not liable for errors resulting from changes to EFT information provided by the Vendor's financial agent.

3405 Mountain House Road, Williams Lake B.C., V2G 5L5
Phone: (250) 989-2323 | Fax: (250) 989-2300
Email Form Submission: m.sellers-cady@xatsull.com