

**Province of Manitoba
Pre-Authorized Payment Agreement
Terms and Conditions
Effective: February 26, 2010**

1. Scope

I/We acknowledge that this authorization is provided for the benefit of the Payee and Payor's Financial Institution(s) and is provided in consideration of the Payor's Financial Institution agreeing to process debits (PADs) against my account as indicated in accordance with the rules of the Canadian Payments Association ("CPA").

I/We undertake to inform the Payee, in writing, of any change in the account information provided in this Pre-Authorized Payment Agreement prior to the next due date of the PAD.

2. Validity of Authority

I/We warrant and guarantee to the Payee, that all persons whose signatures are required to sign on this account have authorized this Agreement.

3. Cancellation of Agreement

This Agreement may be cancelled at any time upon notice being provided by the Payor, online with proper authorization to verify the identity of the Payor. I/We acknowledge that, in order to completely revoke this authorization, I/we must provide 30 days notice of revocation to Manitoba Finance – Taxation Division on behalf of the Minister of Finance.

4. Acceptance of Delivery Authorization

I/We acknowledge that by providing and delivering this Agreement to the Payee constitutes delivery by me/us to the Payor's Financial Institution. Any delivery of this authorization to the Payee constitutes delivery by me/us.

5. Waiver of Pre-Notification

I/We understand that **no pre-notification** shall be required prior to a PAD being exchanged or cleared provided the authorization occurs as a **direct action/instruction** on the part of the Payor (such as, but not limited to, online or telephone instructions) requesting the Payee to process the PAD.

I/We agree that password or security code or other signature equivalent will be used and will constitute valid authorization for the Processing Financial Institution to debit the Payor's Account.

6. Validity by Processing Member

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

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

7. Dishonoured PAD Fee

I/We acknowledge that the Minister of Finance may charge a dishonoured payment fee for each returned PAD for any reason such as, but not limited to, "NSF", "stop payment" or "account closed/frozen".

8. Recourse/Reimbursement and Rights of Dispute

I/We have certain recourse rights if any debit does not comply with this Agreement. For example, I/we have the right to receive reimbursement for any debit that is not authorized or is not consistent with this Pre-Authorized Payment Agreement. To obtain more information on my/our recourse rights, I/we may contact my/our financial institution or visit www.cdnpay.ca.

9. Disclosure of Information Consent

I/We consent to the disclosure of any personal information that may be contained in this Pre-Authorized Payment Agreement to the Financial Institution at which the Payee maintains its account to be credited with the PADs as far as any such disclosure of personal information is directly related to and necessary for the proper application of Rule H1 of the CPA.

10. Payor Acceptance

I/We understand the terms hereof and acknowledge and agree to participate in the Pre-Authorized Payment arrangement as set out herein.

Manitoba Finance – Taxation Division
Room 101 – 401 York Avenue
Winnipeg, Manitoba
R3C 0P8
Fax Number: (204) 948-3958

To view the Terms and Conditions of the Pre-Authorized Payment Agreement in effect prior to February 26, 2010, please click on the link below:

[Terms and Conditions](#)