

Pre-Authorized Debit (PAD) Agreement

Maintenance Enforcement Program Telephone: 204-945-7133
100-352 Donald St Winnipeg, MB R3B 2H8 Facsimile : 204-945-5449
ManitobaMEPinquiries@gov.mb.ca Toll free in Canada: 1-866-479-2717

I authorize the Maintenance Enforcement Program (MEP) and the financial institution indicated below to debit (withdraw) maintenance payments from the account I have specified below. This authority is to remain in effect until the MEP has received written notification from me of its change or termination. **This Agreement and any subsequent changes must be received by the MEP at least five (5) business days before the next scheduled debit (withdrawal) to allow for processing and no changes can be made for Agreements received on or after the withdrawal dates entered below.** I may obtain a cancellation form from the MEP's website at www.manitoba.ca/justice/courts/mep/index.html. I can obtain more information on my right to cancel this Agreement at my financial institution or by visiting www.payments.ca.

Debtor Last Name: _____ First & Middle Name(s) _____ MEP File No. _____

Last Name of bank account holder (if not the debtor) or joint bank account holder (if applicable) _____ First & Middle Name(s) _____

These services are for (check one): Personal Business Daytime Phone Number: _____

Step 1: Indicate your payment amount(s), commencement date and frequency. This Agreement cannot be processed unless fully completed with this information. (Additional payments can be entered on a separate page if needed).

Indicate if this PAD agreement is a: Replacement of Current PAD Agreement(s) Addition to Current PAD Agreement(s)

Toward on-going maintenance – Commencing with the regular payment due on _____ I authorize
YYYY/MM/DD
 the MEP to debit the account indicated below to withdraw payments in accordance with the amounts and due dates set out in my maintenance order in the amount of \$ _____ at the following frequency (must check one):
 amount of each payment

Monthly Bi-weekly Weekly Last day of each month Semi-monthly: on the _____ &
 _____ day of each month

Toward arrears - Commencing _____ I authorize MEP to debit the account indicated below
YYYY/MM/DD
 to withdraw the following additional sum until the arrears are paid in full \$ _____ at the following frequency
 amount of each payment
 must check one):

Monthly Bi-weekly Weekly Last day of each month Semi-monthly: on the _____ &
 _____ day of each month

One time Payment - I authorize the MEP to debit the account indicated below to withdraw a one-time payment of
 \$ _____ on _____
YYYY/MM/DD

Step 2: Provide your account information

If you are attaching a personalized deposit slip or void cheque, you can go to Step 3.

Transit Number (5 digits) _____ Bank Number (3 digits) _____ Account number _____

Type of Account: Chequing Savings Chequing & Savings

Name, address and telephone number of financial institution:

Step 3: Read the terms on page 3, sign, date and mail or fax the completed form to the address above

I acknowledge that I have read and understood all the terms and conditions on page 3 of this form and that I **do not require advance notice of the amount of the withdrawal before the debit occurs.**

Signature of account holder _____ Signature of joint account holder _____ Date _____
 (if applicable)

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Terms and Conditions

1. I understand the use of "I" will refer to every account holder on the specified account.
2. I have made sure that every authorized signatory required to sign on the specified account has signed the Pre-Authorized Debit Agreement.
3. I understand this authorization is for payment of maintenance, maintenance arrears, penalties and costs as applicable.
4. I agree that the MEP will adjust the amount and/or the time or frequency of the withdrawal debited from the specified account in the event that my maintenance order is varied, recalculated, updated by an agreement, administrative suspension of enforcement or subject to a cost of living adjustment (COLA). **I will not be notified by the MEP prior to a change in the maintenance amount, time or frequency as described in my existing or new maintenance order or agreement and I waive my right to receive pre-notification of the new amount (including any amount for an arrears balance), time or frequency of the withdrawal.**
5. I have ensured the payment amount and frequency for on-going maintenance match the due date and amount required by my maintenance order.
6. I understand that if the payment due date falls on a weekend, statutory holiday or observed government closure, my debit may be withdrawn on the next business day.
7. I understand that the MEP will charge a \$50.00 penalty in the event of a non-negotiable payment (for example, stop payment or insufficient funds). I further understand that the MEP will cancel this agreement immediately and may commence enforcement action upon receiving notification of a non-negotiable payment without notice to me.
8. I will notify the MEP in writing, at the address or fax number indicated above, of any change to the financial information provided in this agreement a minimum of **five (5) business days before** the next scheduled debit.
9. I acknowledge that acceptance of this payment method is at the discretion of the MEP.
10. I understand that I have the right to dispute a payment withdrawn as a result of this Pre-Authorized Debit Agreement within 90 days of the date of the withdrawal. I further understand that I **must immediately** make any dispute known to the MEP by written notification to the address or fax number indicated above.
11. I understand that I have certain recourse rights if any debit does not comply with this agreement. For example, I have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on my recourse rights, I may contact my financial institution or visit www.payments.ca.
12. Unless explicitly indicated in Section 1, Page 1 by checking the appropriate box for either a Replacement PAD Agreement or an Additional PAD Agreement, the acceptance of this Agreement by the MEP will cancel any previously accepted PAD Agreement(s).