



**EMPLOYER PRE-AUTHORIZED
DEBIT (PAD) AGREEMENT
(THE AGREEMENT)**

ORG ID

Employer Operations

Pension Corporation
PO Box 9460
Victoria BC V8W 9V8

Web pensionsbc.ca

Phone 1-855-356-9701

Fax 250-953-0410

Email employer.services@pensionsbc.ca

Pension plan—select applicable one(s)

College Municipal Public Service Teachers' WorkSafeBC

To be completed if Employer has one bank account for multiple payroll reporting components. Complete a separate Agreement for each bank account.

EMPLOYER ORGANIZATION NAME	ORG ID	EMPLOYER ORGANIZATION NAME	ORG ID	EMPLOYER ORGANIZATION NAME	ORG ID
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This is an Agreement between the British Columbia Pension Corporation (the Corporation) and

(the Employer).

(Employer's Name)

1. **Category and Purpose:** The purpose of the Agreement is to permit the Employer to transfer, through the use of PAD(s), contributions to the pension plans administered by the Corporation pursuant to the pension plan rules established and continued under the *Public Sector Pension Plans Act*.

2. **Scope:** The Employer acknowledges that this Agreement is provided for the benefit of the Corporation, and _____ and is provided in consideration of

(Employer's Financial Institution Name)

agreeing to process debits against

(Employer's Financial Institution Name)

the Employer's account in accordance with the rules of the Canadian Payment Association.

3. **Authority to Debit Account:** To carry out this Agreement, the Employer hereby authorizes the Corporation to draw on its account set out below with _____

(Employer's Financial Institution Name)

EMPLOYER NAME	PHONE (include 10 digits)	FAX (include 10 digits)	
EMPLOYER ADDRESS (include unit number if applicable)	CITY	PROVINCE	POSTAL CODE
FINANCIAL INSTITUTION ADDRESS (include unit number if applicable)	CITY	PROVINCE	POSTAL CODE
INSTITUTION NUMBER (include 4 digits)	TRANSIT NUMBER (include 5 digits)	ACCOUNT NUMBER (include up to 14 digits)	

The Employer undertakes to inform the Corporation in writing of any change in the account information provided in this Agreement prior to the next due date of the PAD. Attach a VOID cheque to this Agreement.

4. **Valid Signing Authority:** The Employer represents and warrants to the Corporation that the signatory or signatories who sign this Agreement are authorized on behalf of the Employer to sign this Agreement without further authorization required from the Employer.

5. **Amount and Timing:** The PAD amounts will vary, and the timing will depend on the Employer's payroll dates and the requirements of the plan rules of the pension plans as defined in the *Public Sector Pension Plans Act*.

6. **Valid Authorization – Sporadic PADs:** A password will be issued to the Employer by the Corporation and will be used to access an electronic remittance form.

7. **Electronic Employer Authorizations:** The Employer represents and agrees that the submission of the electronic remittance form to the Corporation constitutes proper and valid authority for the Royal Bank to debit the Employer's account.

8. **Acceptance of Delivery of Authorization:** The Employer acknowledges that by providing and delivering the electronic remittance form authorization to the Corporation constitutes delivery by the Employer to _____

. Any delivery of this authorization to the

(Employer's Financial Institution Name)

Corporation constitutes delivery by the Employer.

9. **Waiver of Pre-Notification:** The Employer determines the date of any PAD on the electronic remittance form and therefore agrees to waive pre-notification of the PAD.
10. **PAD Specifications:** The PAD will be drawn by the Corporation in accordance with the amount declared in the online filing of the electronic remittance form.
11. **Validation by Processing Member:** The Employer acknowledges that the Royal Bank is not required to verify that a PAD has been issued in accordance with the particulars of this Agreement including, but not limited to, the amount. The Employer acknowledges that the Royal Bank is not required to verify that the Corporation has fulfilled any purpose of payment for which the PAD was issued as a condition to honouring a PAD issued or caused to be issued by the Corporation on the Employer's account.
12. **Cancellation of Agreement:** This Agreement may be cancelled at any time upon written notice being provided by the Employer. Written notice should be provided to: Director, Plan Operations, PO Box 9460, Victoria BC V8W 9V8
13. **Contract for Services/Pension Plan Rules:** The cancellation of this Agreement does not terminate any duties or responsibilities that exists between the Employer and the Corporation as an agent of the pension plans as defined in the *Public Sector Pension Plans Act*. The Agreement enables the method of payment by the Employer to the Corporation and does not otherwise have any bearing on those duties or responsibilities.
14. **Employer's Rights of Dispute – Business PAD:** A PAD may be disputed by an Employer under the following conditions:
 - I. the PAD was not drawn in accordance with this Agreement; or
 - II. this Agreement was cancelled in writing by the Employer;

The Employer, in order to be reimbursed, acknowledges that a declaration to the effect that either (i), or (ii) took place, must be completed and presented to the branch of the _____

(Employer's Financial Institution Name)

holding the employer's account up to and including 10 calendar days, after the date on which the PAD in dispute was posted to the employer's account.

The Employer acknowledges that a claim on the basis that this Agreement was cancelled, or any other reason, is a matter to be resolved solely between the Corporation and the Employer when disputing any PAD after 10 calendar days.

15. **Recourse Rights:** The Employer has certain recourse rights if any debit does not comply with this Agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD. To obtain more information on your recourse rights, contact your financial institution or visit Payments Canada at www.payments.ca.
16. **Disclosure of Information Consent:** The Employer consents to the disclosure of any personal information that may be contained in this Agreement to the Royal Bank, as far as any such disclosure of personal information is directly related to and necessary for the proper application of the Payments Canada Rule H1 (Pre-authorized Debits).
17. **PAD Acceptance:** By executing this Agreement, the Employer understands, agrees to and accepts the Employer's participation in this Agreement.
18. This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
19. No modification of this Agreement is effective unless it is in writing and signed by the parties.
20. This Agreement and any modification of it constitutes the entire agreement between the parties and supercedes all oral representations and negotiations made between the parties prior to the commencement of the Agreement.
21. All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre under its rules.

TO BE COMPLETED BY EMPLOYER			
EMPLOYER CONTACT NAME	EMPLOYER CONTACT TITLE	AUTHORIZED SIGNATURE	DATE SIGNED YYYY-MM-DD
EMPLOYER CONTACT NAME	EMPLOYER CONTACT TITLE	AUTHORIZED SIGNATURE	DATE SIGNED YYYY-MM-DD
TO BE COMPLETED BY PENSION CORPORATION			
By signing below the Pension Corporation has accepted and agreed to this Agreement.			
AUTHORIZED SIGNING OFFICER	AUTHORIZED SIGNING OFFICER TITLE	AUTHORIZED SIGNING OFFICER SIGNATURE	DATE SIGNED YYYY-MM-DD

Freedom of Information and Protection of Privacy Act—The personal information on this form is collected under the authority of the *Public Sector Pension Plans Act* and will be used by the BC Pension Corporation to administer a plan member's pension and other non-pension benefits. If you have any questions about the collection and use of this information, contact the privacy officer at PO Box 9460, Victoria BC V8W 9V8 or by telephone at 250-387-1002.