

**Property Online Electronic Submission
Pre-Authorized Debit Agreement- Authorized Lawyer**

Section A - Account Holder Information: New Application Change to Existing Cancellation

Name of Authorized Signing Officer(s)				
Name of Financial Contact (if different from above)				
Firm Name				
Mailing Address				
Town/Community		Province	Postal Code	
Email Address		Phone #	Fax #	

Section B - Financial Information:

Void Cheque Attached
 E-Submission Trust Account Name: _____ - In Trust for Service Nova Scotia and Municipal Relations

Account Name		Bank Name		
Account #		Branch Transit #	Bank #	

Section C - Signatures: I/we acknowledge and agree to the terms and conditions that are attached to and form part of this Property Online (POL) Pre-Authorized Debit Agreement.

Authorized Signing Officer	Position Title	Date of Application
Authorized Signing Officer	Position Title	Date of Application

THIS SECTION IS FOR SNSMR ONLY

POL Username:	POL Client ID:
POL User #	SAP Sec B Client #

_____	_____
Property Online Administrator	Date of Agreement

Mail or fax (this) page 1 of the signed Agreement to:

Property Online, Attention: Property Online Administrator, Land Programs, SNSMR, 1505 Barrington St., 14 South, Halifax, NS B3J 2Y3
Fax: (902) 424-0639; Tel: 1-888-639-1905

Property Online (POL) Electronic Submission Pre-Authorized Debit Agreement
(Terms and Conditions - Clauses (a) to(i))

- a. The account holder acknowledges that this agreement is being entered into
 - (i) solely for business purposes;
 - (ii) for the benefit of the account holder, Service Nova Scotia and Municipal Relations (“SNSMR”) and any financial institution that holds the Pre-Authorized Debit account (“the Institution”);
 - (iii) in consideration of the Institution agreeing to process Pre-Authorized Debits against the Pre-Authorized Debit accounts in accordance with the rules of the Canadian Payments Association; and
 - (iv) for the purpose of facilitating the electronic submission of documents/information to SNSMR Land Registration Offices.

- b. The account holder warrants and guarantees that all persons whose signatures are required to sign on this account have signed the POL Pre-Authorized Debit Agreement, and that the information set out on page 1 of this Agreement is accurate and complete. The account holder agrees to notify SNSMR in writing c/o: the Property Online Administrator at 1505 Barrington St., 14 South Maritime Centre, P.O. Box 1523, Halifax NS B3J 2Y3, should any of the information on page 1 of this Agreement change.

- c. The account holder authorizes SNSMR to debit the Pre-Authorized Debit account for:
 - (i) variable amounts for registration and recording fees for documents electronically submitted to the Land Registration Office;
 - (ii) variable amounts for the payment of Municipal Deed Transfer Tax for documents submitted electronically to the Land Registration Office.

- d. The account holder acknowledges that
 - (i) Pre-Authorized Debits of varying dollar amounts will be processed by SNSMR in electronic or other format from time to time;
 - (ii) SNSMR will provide statements setting out the amount of the Pre-Authorized Debits to be taken from the account holder’s account; and

- (iii) these statements may not be received by the account holder before the Pre-Authorized Debits are made. The account holder waives the requirement for pre-notification of withdrawals in accordance with the Canadian Payment Association rules.
- e. The account holder acknowledges that notification of amounts withdrawn from the Pre-Authorized Debit accounts will be sent to the email address indicated on the Pre-Authorized Debit Agreement and posted on the Property Online notification screen associated with the authorized user who has completed the relevant transaction.
- f. The account holder acknowledges that this Agreement is an authorization to SNSMR and constitutes delivery by the account holder to the Pre-Authorized Debit Institution. The account holder acknowledges that the Institution is not required to verify that each Pre-Authorized Debit submitted by SNSMR has been issued in accordance with this Agreement, including, but not limited to, the amount, or that the purpose of payment for which the Pre-Authorized Debit was submitted has been fulfilled by SNSMR as a condition of honoring the Pre-Authorized Debit.
- g. The account holder may cancel this Agreement at any time by giving SNSMR 30 days prior notice. Such notice must be in writing. Cancellation of this Agreement does not terminate any Property Online User Agreement entered into by the account holder or relieve the account holder of any obligation to pay all amounts owing to SNSMR by a method of payment that is satisfactory to SNSMR.
- h. The account holder agrees not to request or arrange the return of payments made under this Agreement for any reason whatsoever, with the exception of the following:
 - (i) a Pre-Authorized Debit from the wrong account;
 - (ii) a Pre-Authorized Debit that was not drawn in accordance with this Agreement;
 - (iii) a Pre-Authorized Debit processed after this Agreement has been cancelled;
 - (iv) a Pre-Authorized Debit processed for the wrong amount.
- i. In order to be reimbursed for a disputed Pre-Authorized Debit, the account holder must deliver a written declaration to the branch of the Institution where the account is held, no later than 10 business days after the date on which the Pre-Authorized Debit in dispute was reported on the Pre-Authorized Debit account statement. The written declaration must set out which of the exceptions under clause (h) applies.

Signatures are on page 1.

-----End of Agreement-----