

## **Property Online Pre-Authorized Debit (PAD) Agreement for E-Submission Fees**

**This agreement is for payment of Property Online Electronic Submission (e-submission) fees only.**

Please complete all sections fully, all information should be printed and legible. Completed agreements can be faxed or emailed to the attention of the Property Online Administrator at (902)424-0639 or PropertyOnline@novascotia.ca.

A Pre-Authorized Debit Agreement (PAD) for Property Online monthly subscription fees must be submitted to Service Nova Scotia **before** an E-Submission PAD is accepted and E-Submission privileges are established in Property Online.

NSBS regulations require a special e-submission trust account be established to facilitate the electronic payment of deed transfer tax and registration fees relating to electronically submitted documents.

If you do not handle clients' funds required to be held in trust (e.g: In-House Counsel, banks), you may submit a general account on the E-Submission PAD or indicate to us in a cover letter that you wish to use the bank account that your monthly Property Online subscription fees are debited from.

### **Filling out the Agreement**

#### **Account Holder Information:**

- Name: Please provide the name of the person who is signing the Pre-Authorized Debit Agreement.
- Organization: Please enter the name of the company or law firm (if applicable).
- Address: Please provide the mailing address of the company, law firm or individual (as applicable) who holds the Property Online account.
- The email address provided should be for the Financial Contact, as the person who needs to receive communications about the Property Online account.

#### **Financial Information:**

- Enter your bank account information in the spaces provided.
- **Attach a void cheque.** To prevent errors in bank information a void cheque is required. If you do not have cheques for your account a letter from your bank, on bank letterhead, confirming your account information may be used in place of a void cheque. Agreements submitted without a void cheque or bank letter will not be processed.

#### **Signatures:**

- Please ensure that the person(s) signing the pre-authorized debit agreement are authorized to sign on the bank account indicated on the agreement.

### **Making Changes to an Existing PAD Agreement**

If you already have a pre-authorized Debit Agreement in place but need to make changes to the information we have on file please use this agreement, marking the 'Change to Existing' box at the top.

If you have questions please contact us using the 'Ask Property Online a Question' link on our website, or by email at PropertyOnline@novascotia.ca.

Office of Service Nova Scotia

# Property Online Electronic Submission (E-Sub) Pre-Authorized Debit Agreement

Return completed form to:  
[propertyonline@novascotia.ca](mailto:propertyonline@novascotia.ca)

Or fax to: 902-424-0639

New Application    Change to Existing    Cancellation

## Account Holder Information

NAME

ORGANIZATION/FIRM NAME

EMAIL

ADDRESS

CITY

PROVINCE

POSTAL CODE

PHONE

## Financial Information

TRUST ACCOUNT NAME

BANK NAME

ACCOUNT#

BRANCH TRANSIT#

BANK #

## Signature

By signing below I/we acknowledge and agree to the terms and conditions that are attached to and form part of this Property Online Electronic Submission Pre-Authorized Debit Agreement.

AUTHORIZED SIGNING OFFICER

SIGNATURE

DATE

AUTHORIZED SIGNING OFFICER

SIGNATURE

DATE

AUTHORIZED SIGNING OFFICER

SIGNATURE

DATE

Please see pages 2 & 3 for the Terms & Conditions, you do not need to return them with your form.

**\*Please attach a void cheque or bank letter confirming your bank account information\***

## This section for the Office of Service Nova Scotia Use Only

CLIENT ID	SAP CUSTOMER #	DATE	
PROCESSED BY	SIGNATURE		

## Property Online Electronic Submission (E-Sub) Pre-Authorized Debit Agreement Terms and Conditions

- 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, the Office of Service Nova Scotia (SNS) 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 SNS 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 SNS in writing c/o: the Property Online Administrator at P.O. Box 2521, Halifax NS, B3J 2Y3, should any of the information on page 1 of this Agreement change.
- c. The account holder authorizes SNS 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 SNS in electronic or other format from time to time;
  - (ii) SNS 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 SNS 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 SNS 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 SNS as a condition of honoring the Pre-Authorized Debit.
- g. The account holder may cancel this Agreement at any time by giving SNS 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 SNS by a method of payment that is satisfactory to SNS.

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.

**- END OF AGREEMENT -**