



BPAY

Terms and Conditions

Anglican Investment and Development Fund

Level 4, 221 London Circuit

CANBERRA CITY ACT 2601

Tel 02 6247 3744

Fax 02 9225 9115

Payer Terms – Bpay Scheme Terms

PART A

1. Payments

- 1.1 We will not accept an order to stop a BPay Payment once you have instructed us to make that BPay Payment.
- 1.2 You should notify us immediately if you become aware that you may have made a mistake (except when you make an underpayment – for those errors see clause 1.6 below) when instructing us to make a BPay Payment, or if you did not authorise a BPay Payment that has been made from your account.
- 1.3 Subject to Clause 12 – Cut off Times, Billers who participate in the BPay scheme have agreed that a BPay Payment you make will be treated as received by the Biller to whom it is directed:
- (a) on the date you make that BPay Payment, if you tell us to make the BPay Payment before 3.30pm; or
 - (b) on the next Banking Business Day, if you tell us to make a BPay Payment after 3.30pm on a Banking Business Day, or on a non-Banking Business Day.
- 1.4 A delay may occur in processing a BPay Payment where:
- (a) there is a public or bank holiday on the day after you tell us to make a BPay Payment;
 - (b) you tell us to make a BPay Payment either on a day which is not a Banking Business Day or after 3.30pm on a Banking Business Day;
 - (c) another financial institution participating in the BPay Scheme does not comply with its obligations under the BPay Scheme; or
 - (d) a Biller fails to comply with its obligations under the BPay Scheme.
- 1.5 While it is expected that any delay in processing under this agreement for any reason set out in clause 1.4 will not continue for more than one Banking Business Day, any such delay may continue for a longer period.
- 1.6 You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a BPay Payment and you later discover that the amount you told us to pay was less than the amount you needed to pay, you can make another BPay Payment for the difference.

2. Liability

- 2.1 If under this clause 2 you are liable for an unauthorised or fraudulent payment made on or after 1 April 2002 or as a result of a BPay View billing error and the Electronic Funds Transfer Code of Conduct (EFT Code) or the ePayment Code applies, then your liability is limited to the lesser of:
- (a) the amount of that unauthorised or fraudulent payment; and
 - (b) the limit of your liability set out in the AIDF terms and conditions for AIDF accounts with online access.

If (b) applies, we will be liable to you for the difference between your limit of liability and the fraudulent payment.

Mistaken payments, unauthorised transactions and fraud

- 2.2 We will attempt to make sure that your BPay Payments are processed promptly by the participants in the BPay Scheme, including those Billers to whom your BPay Payments are to be made. You must promptly tell us if:
- you become aware of any delays or mistakes in processing your BPay Payments
 - if you did not authorise a BPay Payment that has been made from your account
 - if you think that you have been fraudulently induced to make a BPay Payment.

We will attempt to rectify any such matters in relation to your BPay Payments in the way described in this clause. However, except as set out in this clause 2 and clause 14, we will not be liable for any loss or damage you suffer as a result of using the BPay Scheme.

The longer the delay between when you tell us of the error and the date of your BPay Payment, the more difficult it may be to perform the error correction. For example, we or your Biller may not have sufficient records or information available to us to investigate the error. If this is the case, you may need to demonstrate that an error has occurred, based on your own records, or liaise directly with the Biller to correct the error.

Mistaken payments

- 2.3 If a BPay Payment is made to a person or for an amount, which is not in accordance with your instructions (if any), and your account was debited for the amount of that payment, we will credit that amount to your account. However, if you were responsible for a mistake resulting in that payment and we cannot recover the amount from the person who received it within 20 Banking Business Days, you must pay that amount.

Unauthorised payments

- 2.4 If a BPay Payment is made in accordance with a payment direction, which appeared to us to be from you or on your behalf but which you did not give authority, we will credit your account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if:
- (a) We cannot recover within 20 Banking Business Days that amount from the person who received it, and
 - (b) The payment was made as a result of a payment direction, which did not comply with our prescribed security procedures for such payment directions.

Fraudulent payments

- 2.5 If a BPay Payment is induced by the fraud of a person in the BPay Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the whole amount of the fraud-induced payment, you must bear the loss unless some other person involved in the BPay Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment that is not refunded to you by the person that induced the fraud.

Resolution principles

- 2.6 If a BPay Payment you have made falls within the type described in clause 2.4 and also clause 2.3 or 2.5, then we will apply the principles stated in clause 2.4.
- If a BPay Payment you have made falls within both the types described in clause 2.3. and 2.5, then we will apply the principles stated in clauses 2.5.

No "chargebacks"

2.6A except where a BPay payment is a mistaken payment referred to in clause 2.3, an unauthorised payment referred to in clause 2.4, or a fraudulent payment referred to in clause 2.5, BPay Payments are irrevocable. No refunds will be provided through the BPay Scheme where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller. Any dispute must be resolved with the Biller.

Indemnity

- 2.7 You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you acted negligently or fraudulently in connection with this agreement.

Biller Consent

- 2.8 If you tell us that a BPay Payment made from your account is unauthorised, you must first give us your written consent addressed to the Biller who received the BPay Payment, consenting to us obtaining from the Biller information about your account with that Biller or the BPay Payment, including your customer reference number and such information as we reasonably require to investigate the BPay Payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPay Payment.

3. Batch Entry Payments

- 3.1 You may make your BPay Payments with us by Batch Entry payment method. A Batch Entry method is only available to a payer making BPay Payments on its own behalf or a payer that in the ordinary course of its business makes multiple BPay Payments on its own behalf or on behalf of its related entities to discharge its debts, or the debts of its related entities to one or more Billers.
- 3.2 You may only make a Batch Entry payment with us by debiting your online access account held with us.
- 3.3 If you use a Batch Entry payment method you warrant to us that you make such a BPay Payment:

- (a) on your own account as payer and not for the benefit of any other person (including an individual, a body corporate, a firm, an unincorporated association or an authority) or as a payer that in the ordinary course of its business makes multiple BPay Payments on its own behalf or on behalf of its related entities to discharge its debts, or the debts of its related entities to one or more Billers; and
 - (b) not to carry on a business of making payments through the BPay Scheme using Batch Entry payment methods.
- 3.4 If you use a Batch Entry payment method you agree to notify us in writing on any non-compliance by you with a term of this agreement in connection with making a Batch Entry payment as soon as practicable after you become aware of the non-compliance.
- 3.5 All other terms and conditions set out in these Payer Terms apply to Batch Entry payments.

PART B

4. Pay Scheme

4.1 The Anglican Investment & Development Fund (AIDF) is a member of the BPay Scheme. The BPay Scheme is:

- an electronic payments scheme through which you can ask us to make payments on your behalf to organisations (Billers) who tell you that you can make payments to them through the BPay Scheme; and
- a scheme through which you can receive or access bills or statements electronically (BPay View). The BPay View service is not currently available with AIDF.

We will tell you if we are no longer a member of the BPay Scheme.

4.2 When you tell us to make a BPay Payment, you must give us the information specified in clause 7 below. We will then debit the account you specify with the amount of that payment.

5. How to use the BPay Scheme

5.1 BPay Payments can be made from call accounts, Online Community Saver accounts and Parish/Organisation Cheque accounts.

5.2 There is no need to register with BPay; access is through the AIDF website www.aidf.com.au. Once logged in, choose BPAY from the menu and continue the same as '*Online Account Facilities Terms and Conditions*' Section 9 – Transactions.

5.3 You must comply with the terms and condition applying to the account to which you request us to debit a BPay Payment, to the extent that those account terms are not inconsistent with or expressly overridden by the BPay terms and conditions. The BPay Terms set out below are in addition to those terms. If there is any inconsistency between the terms and conditions applying to your AIDF account and the BPay terms and conditions, the BPay terms and conditions will apply to the extent of that inconsistency.

5.4 The Payer acknowledges that the receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between the Payer and that Biller.

6. Valid Payment Direction

We will treat your instruction to make a BPay Payment as valid if, when you give it to us you comply with the security procedures specified in '*Online Account Facilities Terms and Conditions*' Section 10 – Security of AIDF Online Account Facilities.

7. Information you must give us

The information you must give us to instruct us to make a BPay Payment is: valid Biller Code, reference number and amount of transaction.

You acknowledge that we are not obliged to make a BPay Payment if you do not give us all of the above information or if any of the information you give us is inaccurate.

8. Payment Queries

If you dispute anything that happens under the BPay Scheme (including in connection with Mistaken Payments, Unauthorised Payments or Fraudulent Payments), please contact the AIDF on 6247 3744.

We will aim to resolve the matter when you first contact us. If we cannot resolve the issue there and then, we will commit to taking the following steps:

- let you know who is handling your complaint
- keep you informed of what is happening
- aim to resolve your complaint within five working days

Once your complaint has been resolved we will contact you to make sure you are satisfied with the outcome and the way your complaint was handled.

If the matter has not been resolved to your satisfaction, you can refer your complaint to: The Financial Ombudsman Services Limited, GPO Box 3 Melbourne VIC 3001. The Australian Securities & Investments Commission (ASIC) also has a free call Infoline – 1300 300630. You can call this number to make a complaint and obtain further information about your rights.

9. Changes to terms

9.1 We can change these terms at any time in the circumstances set out in clause 9.2 by giving you notice in accordance with applicable legislative requirements or, if there are no applicable legislative requirements, in advance of the date the change takes effect.

9.2 The circumstances in which we may change these terms are to comply with changes in the law, because of changes in the operation of BPay, because of changes in our systems or for security reasons.

9.3 We will tell you of any changes by letter, by email or on the AIDF website.

9.4 As a result of any change we may make, or for any other reason, you may, at your option, choose no longer to use BPay and/or may apply to deregister.

10. Suspension

10.1 We may suspend your right to participate in the BPay Scheme at any time in the circumstances set out in clause 10.2. Where possible, we will give you advance notice of any suspension of your right to participate.

10.2 The circumstances in which we may suspend your right to participate include if Payer or someone acting on their behalf is suspected of being fraudulent.

11. Cut-off times

If you tell us to make a payment before 3.30pm, it will in most cases be treated as having been made on the same day.

However, the payment may take longer to be credited to a Biller if you tell us to make a payment on the weekend or a public holiday or if another participant in the BPay Scheme does not process a Payment as soon as they receive its details.

12. When a Biller cannot process a payment

If we are advised that your payment cannot be processed by a Biller, we will:

- (a) advise you of this;
- (b) credit your account with the amount of the BPay Payment; and

(c) take all reasonable steps to assist you in making the BPay Payment as quickly as possible.

13. Account records

You should check your account records carefully and promptly report to us as soon as you become aware of any BPay Payments that you think are errors or any BPay Payments that you did not authorise or you think were made by someone else without your permission.

14. Consequential damage

This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws or that code would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

We are not liable for any consequential loss or damage you suffer as a result of using the BPay Scheme, other than that due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

15. Privacy

15.1 In addition to clause 9.2, if you register to use the BPay Scheme, you:

- (a) agree to our disclosing to Billers nominated by you and if necessary the entity operating the BPay Scheme (BPay Pty Ltd) or any other participant in the BPay Scheme and any agent appointed by any of them from time to time, that provides the electronic systems needed to implement the BPay Scheme:
- Such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for use of the BPay Scheme;
 - Such of your transactional information as is necessary to process your BPay Payments. Your BPay Payments information will be disclosed by BPay Pty Ltd, through its agent, to the Biller's financial institution.

15.2 You must notify us, if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the BPay Scheme referred to in clause 15.1, as necessary.

15.3 Your right of access:

You can request access to your information held by us, BPay Pty Ltd or its agent, Cardlink Services Limited at their contact details listed in the Definitions below.

15.4 If your personal information detailed above is not disclosed to BPay Pty Ltd or its agent, it will not be possible to process your BPay Payment.

16. Definitions

Banking Business Day – any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

Batch Entry – a method of making BPay Payments to one or more billers by you compiling and transmitting a file to us which contains payer directions.

Biller – see clause 4.1

BPay Pty Ltd – ABN 69 079 137 518 Level 11, 1 Your Street Sydney NSW 2000. Telephone (02) 8252 0500.

BPay Payment – see clause 1 & 3

Cardlink Services Limited –

ABN 60 003 311 644,

Cnr Park Road and South Parade, Auburn, NSW.

Telephone (02) 9646 9222.

Payment Cut-Off Time - with respect to a Banking Business Day; the time specified in clause 12 for that day.

You - the account holder instructing us to make BPay Payments from time to time. Any other grammatical form of the word "you" has a corresponding meaning.

We – Anglican Investment & Development Fund (AIDF). Any other grammatical form of the word "we" has a corresponding meaning.