



# **BPAY**

## Terms and Conditions

### **Anglican Investment and Development Fund**

Level 3, 221 London Circuit

CANBERRA CITY ACT 2601

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## 1. Definitions and Interpretation

**Access Method** means a method authorised by AIDF for your use and accepted by AIDF as authority to make a BPAY Payment and to access your account.

**Account** means any of your accounts held with us which we agree you may access for the purpose of effecting BPAY Payments.

**AIDF** means the Anglican Investment & Development Fund, Level 3, 221 London Circuit CANBERRA ACT 2601.

**ASIC** means the Australian Securities & Investments Commission.

**Banking Business Day** means any day on which banks are able to effect settlement through the Reserve Bank of Australia.

**Billers** means any organisation who tells you that you can make payments to them through the BPAY Scheme.

**BPAY** means the electronic payment scheme called BPAY operated in co-operation between Australian financial institutions, which enable you to effect bill payments to billers who participate in BPAY, via internet access or any other access method approved by us.

**BPAY Payment** means an electronic payment transacted using the BPAY service.

**BPAY Pty Ltd** means BPAY Pty Limited ABN 69 079 137 518, PO Box 1083, North Sydney NSW 2059.

**BPAY Scheme** means BPAY Payments and any other enhancement or addition introduced by BPAY.

**Payment Cut-Off Time** means the time by which your payment instructions must be received by us in order for these instructions to be processed that day to BPAY.

**PIM** means a Participant Institution Member within the BPAY Scheme, being an institution, which does not do transactional banking as part of its core business and which requires a representative authorised deposit-taking institution as defined in the Banking Act 1959 (Cth) to sponsor its participation in the BPAY Scheme and settle BPAY transactions with BPAY Pty Ltd.

**We** means the AIDF.

In addition, references to:

“we”, “us” or “our” are references to us, AIDF through which you have elected to gain access to BPAY; and  
“you” or “your” are references to you, the account holder(s) in respect of the account from which you instruct us to make BPAY payments.

## 2. ePayments Code

2.1. We warrant that we subscribe to the ePayments Code administered by ASIC and that we will comply with the ePayments Code where that Code applies.

## 3. Our role in the BPAY Scheme

3.1. The AIDF is a PIM sponsored by Westpac Banking Corporation thereby allowing us to act as a Payer Institution in the BPAY Scheme. We will tell you if we are no longer a PIM or a member of the BPAY Scheme.

#### **4. How to use the BPAY scheme**

- 4.1. You can recognise bills you may pay through the BPAY Scheme as they display the BPAY logo and the Biller reference details.
- 4.2. The information you must give us to instruct us to make the BPAY Payment is:
  - (a) Biller code
  - (b) Biller customer reference number
  - (c) Amount of payment
  - (d) The account from which the payment is to be made

We will then debit your account with the amount of the BPAY Payment.

- 4.3. You acknowledge that we shall not be obliged to effect the BPAY Payment if you do not provide all the above information, if any of the above information is inaccurate, or if there are insufficient funds in your account.
- 4.4. You can initiate BPAY Payments via AIDF Online.
- 4.5. You can process a one-off payment to a Biller organisation, or you can set up a regular periodic payment for a specified amount if AIDF Online permits the establishment of regular periodic payments of this type.

#### **5. Processing of BPAY Payments**

- 5.1. A BPAY Payment instruction is irrevocable. As such, you cannot stop a BPAY Payment once you have instructed us to make it and we cannot reverse it.
- 5.2. We will treat your BPAY Payment instruction as valid if, when you give it to us, you use the correct Access Method.
- 5.3. You should notify us immediately if you think that you have made a mistake (except for a mistake as to the amount you meant to pay) when making a BPAY Payment or if you did not authorise a BPAY Payment that has been made from your Account.
- 5.4. 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:
  - (a) the amount you told us to pay was greater than the amount you needed to pay, you must contact the Biller to obtain a refund of the excess; or
  - (b) 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 between the amount actually paid to the Biller and the amount you needed to pay.
- 5.5. 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.
- 5.6. You must ensure that your account has sufficient funds to enable the transaction to be performed by us.

## **6. Timing of payments**

- 6.1. Subject to us processing your BPAY Payment instructions, a BPAY Payment is treated as received by the Biller to whom it is directed on the day you direct us to make it, if we receive your direction by the Payment Cut-Off time on a Banking Business Day and otherwise on the next Business Banking Day after you direct us to make it.
- 6.2. Notwithstanding this, a delay may occur in processing a BPAY Payment if:
  - (a) there is a public or bank holiday on the day after you instruct us to make the BPAY Payment; or
  - (b) you tell us to make a BPAY Payment after the Payment Cut-Off Time on a Banking Business Day; or
  - (c) you tell us to make a BPAY Payment on a day which is not a Banking Business Day; or
  - (d) a Biller or another financial institution participating in BPAY, does not comply with its BPAY obligations.
- 6.3. While it is expected that any delay in processing a BPAY Payment for any reason set out above will not continue for more than one Banking Business Day, any such delay may continue for a longer period.

## **7. Account records**

- 7.1. 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 are BPAY Payments that you did not authorise, or you think were made by someone else without your permission.
- 7.2. It is recommended that you record all receipt numbers issued in respect of BPAY Payments to assist in checking transactions against your statements. We recommend you record the receipt numbers on the relevant bills.

## **8. Transaction authorisation**

- 8.1. We will treat an instruction to make a BPAY Payment as valid in circumstances where your client login details, and the correct access password have been entered.
- 8.2. You must not disclose your client login details or password to anyone. You must tell us immediately if you believe that any unauthorised person is using your client login details and password to initiate transactions on your Account.
- 8.3. You must take care to protect the confidentiality of your client login details and password because anyone who knows it may be able to make transactions on your Account.
- 8.4. When you register to use AIDF online we will give you client login details and a password. We recommend that the first time you use the service you change your password.
- 8.5. To protect the confidentiality of your password, you should:
  - (a) memorise your password;
  - (b) not divulge your password to anyone, including family and friends; and
  - (c) not keep a record of your password with any documents bearing your login details (including statements etc).
- 8.6. Acceptance of these Terms and Conditions means that you acknowledge that we are entitled to allow access to AIDF online to any person providing your client login details and password.

## 9. Refusing BPAY payment directions

9.1. You acknowledge and agree that:

- (a) we may refuse for any reason to give effect to any direction you give us in respect of a payment to be made via BPAY; and
- (b) we are not liable to you or any other person for any loss or damage which you or another person may suffer as a result of such refusal.

## 10. Liability for mistakes and unauthorised transactions

10.1. 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 tell us promptly if:

- (a) you become aware of any delays or mistakes in processing your BPAY Payments;
- (b) you did not authorise a BPAY Payment that has been made from your account; or
- (c) you think that you have been fraudulently induced to make a BPAY Payment.

10.2. We will attempt to rectify any such matters in relation to your BPAY Payments in the way described in the following paragraphs. However, we will not be liable for any loss or damage you suffer as a result of using the BPAY Scheme.

10.3. If a BPAY Payment is made to a person or for an amount which is not in accordance with your instructions, 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 within 20 Banking Business Days of us attempting to do so, you will be liable for that payment.

10.4. 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 for 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 of us attempting to do so 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.

10.5. If a BPAY Payment is induced by the fraud of a person involved in the BPAY Scheme, then that person should refund you the amount of the fraud induced payment. However, if the person does not refund you the 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.

10.6. You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us by arising directly or indirectly because you did not observe any of your obligations under these BPAY Terms and Conditions or acted negligently or fraudulently under this Agreement.

10.7. If you notify us that a BPAY Payment made from your account is unauthorised, you must provide us with written consent addressed to the Biller who received the BPAY Payment allowing us to obtain information about your account with that Biller as is reasonably required to investigate the 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.

10.8. Notwithstanding any of the above provisions, your liability will not exceed your liability under the ePayments Code.

## **11. Malfunction of BPAY**

In the event that there is a breakdown or interruption to any BPAY system we will only be responsible for correcting errors in your Account and refunding any fees or charges imposed as a result.

## **12. Consequential Damage**

- 12.1. We are not liable for any consequential loss or damage you suffer as a result of using BPAY, other than the loss due to our negligence or in relation to any breach of a condition or warranty implied by the law of contracts for the supply of goods and services which may not be excluded, restricted or modified at all, or only to a limited extent.
- 12.2. We exclude all liability for any loss you suffer because our Internet banking services are not available, including but not limited to systems malfunction or failure of telephone lines, telephone and/or telephone exchanges.
- 12.3. We will not be liable to you for delays or errors in the execution of any transaction or instruction due to the failure or malfunction of any aspect of the communication network, or any circumstance beyond our reasonable control.
- 12.4. 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 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.

## **13. Complaint handling and dispute resolution**

- 13.1. All BPAY Payments and applicable fees will be recorded on the account statements of the Accounts to which they were debited.
- 13.2. You should check all entries on your account statement carefully. If you believe a BPAY Payment entered on your statement is wrong or is not authorised by you, contact us immediately and give the following details:
  - (a) your name, Account number and card number (if any);
  - (b) the date and amount of the BPAY Payment in question;
  - (c) the date and account statement on which the payment in question first appeared; and
  - (d) a brief and clear explanation of why you believe the payment is unauthorised or in error.
- 13.3. If we are unable to settle your concern immediately and to your satisfaction, we will advise you in writing of the procedures for further investigation and resolution of the complaint and may request further relevant details from you.
- 13.4. Within 21 days of receipt from you of the details of your complaint, we will:
  - (a) complete our investigation and advise you in writing of the result of our investigation; or
  - (b) advise you in writing that we require further time to complete our investigation.
- 13.5. We will complete our investigation within 45 days of receiving your complaint unless there are exceptional circumstances. In such circumstances, we will let you know of the reasons for the delay and keep you updated on the progress of the investigation and likely resolution date, except where we are waiting for a response from you and you have been advised that we require a response.
- 13.6. When we complete our investigation, we will contact you and advise you of the outcome. If your complaint is not satisfied to your complete satisfaction, we will write to you and advise you of the outcome and the reasons for that outcome by reference to these Terms and Conditions and the ePayments Code.

13.7. If we decide that you are liable for part or all of a loss arising out of an unauthorised BPAY Payment, we will:

- (a) give you copies of any documents or other evidence we relied upon in reaching our decision; and
- (b) Advise you in writing whether or not there was any system malfunction at the time of the payment complained of.

13.8. If the matter has not been resolved to your satisfaction, you can refer your complaint to:

Australian Financial Complaints Authority, GPO Box 3 Melbourne VIC 3001

Website: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Telephone: 1800 931 678 (free call)

The Australian Securities and Investments Commission (ASIC) also has a free call Infoline – 1300 300 630. You can call this number to make a complaint and obtain further information about your rights.

13.9. If we find that an error was made, we will make the appropriate adjustments to your Account, including interest and charges (if any) and we will advise you in writing of the amount of the adjustment.

13.10. If we fail to observe these procedures or the requirements of the ePayments Code when we allocate liability, conduct the investigation, or communicate the reasons for our decision and our failure prejudices the outcome of the investigation or causes unreasonable delay in its resolution, we will be liable for part or all of the disputed payment.

#### **14. Suspension and cancellation of BPAY access**

14.1. You may cancel your access to BPAY at any time by contacting us.

14.2. We may suspend or cancel your right to participate in the BPAY Scheme at any time if you or someone acting on your behalf is suspected of being fraudulent.

14.3. We may immediately cancel or suspend your access to BPAY at any time for security reasons or if you breach these Terms and Condition or the terms and conditions of your Account.

14.4. We may cancel you access to BPAY for any reason by giving you 30 days' notice. The notice does not have to specify the reasons for cancellation.

14.5. If, despite the cancellation of your access to BPAY you carry out a BPAY Payment using the Access Method, you will remain liable for that BPAY Payment.

14.6. Your access to BPAY will be terminated when:

- (a) we notify you that your online access or the account with us has been cancelled;
- (b) you close the last of your accounts with us which has BPAY access;
- (c) you cease to be an AIDF customer; or
- (d) you alter the authorities governing the use of you Account with BPAY access unless we agree otherwise.

#### **15. Changes to BPAY Terms and Conditions**

15.1. We may change these Terms and Conditions and BPAY fees and charges from time to time.

15.2. We will notify you in writing at least 30 days before the effective date of any change if the change to the Terms and Conditions will:

- (a) introduce a new fee or charge; or
- (b) vary the method by which interest is calculated or the frequency with which it is debited or credited.

15.3. We will notify you in writing at least 20 days before the effective date of change or such other longer period as may be required by law if the changes to the Terms and Conditions will:

- (a) increase charges relating solely to the use of your online transaction services or the issue of additional or replacement Access Methods;
- (b) increase your liability for losses;
- (c) impose, remove, or adjust daily or periodic limits on amounts which may be transacted via BPAY; or
- (d) make any changes to your Account in respect of which the law requires that notice be given to you.

15.4. We will notify you of any changes to these Terms and Conditions no later than the day the change takes effect, or such longer period as may be required by law:

- (a) notices on or with periodic account statements;
- (b) direct written notice to you; or
- (c) notifying you of those changes on our website.

15.5. If the rules and regulations of BPAY Pty Ltd requires that these Terms and Conditions be changed in any way at any time, including without prior or formal notice to you, then we will have the right to change these Terms and Conditions accordingly.

## 16. Privacy

16.1. We collect personal information about you for the purposes of providing our products and services to you and for processing your BPAY Payments.

16.2. IF you register to use BPAY, we may disclose your personal and transactional information to other participants in BPAY in order to execute your instructions including:

- (a) Billers nominated by you;
- (b) BPAY Pty Ltd and any agent appointed to it from time to time including Cardlink Services Limited which provides the electronic systems to implement BPAY.

16.3. You must notify us if any of your personal information changes and you consent to us disclosing your updated personal information to the parties mentioned above.

16.4. You may have access to the personal information we hold about you at any time by asking us, or to any of the personal information held by any of the parties referred to above by contacting them directly.

16.5. If your personal information is not disclosed to BPAY Pty Ltd or its agents, it will not be possible to process your BPAY Payment.

