

more
than
money



Batch Payer Terms

November 2023



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1. Introduction

- 1.1 We are a member of the Scheme and we subscribe to BPAY® Payments.
- 1.2 These Batch Payer Terms:
 - (a) set out the terms and conditions on which we'll accept Batch Payer Directions from you; and
 - (b) apply separately to any Payer Terms which you may have entered into with us. For clarity, any such Payer Terms set out the terms and conditions on which we'll accept Payer Directions from you which are not Batch Payer Directions.
- 1.3 The parties acknowledge that the BPAY View functionality is not available for Payments made using Batch Payer Directions.
- 1.4 We'll promptly inform you if, for any reason, we are no longer able to accept Batch Payer Directions. If we so inform you, these terms will terminate and you'll not be able to send Batch Payer Directions to us. See clause 12 for further information.

2. How to submit batch payer directions

- 2.1 Payments using Batch Entry can only be made from the Nominated Debit Account which:
 - (a) has Available Funds or a Formal Limit; and
 - (b) is only used for business purposes.
- 2.2 You may make Payments with us by Batch Entry, unless we tell you otherwise.
- 2.3 You must be an approved and authorised user of the channel through which we allow you to use Batch Entry.
- 2.4 You must comply with the procedures specified in the BPAY Batch User Guide or as notified by us from time to time.
- 2.5 You must ensure that:
 - (a) each Batch Payer Direction is validly authorised;
 - (b) your systems and procedures generate sufficient records so that Payments made using Batch Entry can be traced and checked, and where an error has occurred, can be identified and corrected as set out in these Batch Payer Terms; and
 - (c) when you give a Batch Payer Direction on behalf of an End Client, the End Client agrees to rectify any invalid or incorrect transaction as set out in these Batch Payer Terms.
- 2.6 You warrant to us each time you give a Batch Payer Direction that the Batch Payer Direction is validly authorised and you've received a written direction from any End Client to give that Batch Payer Direction (if applicable).

- 2.7 We'll treat each Batch Payer Direction as valid if, when you submit it to us, you comply with the Security Procedures.
- 2.8 We're not obliged to effect a Payment that's the subject of a Batch Payer Direction if you don't follow the procedures and provide the relevant information required by us, or if any of the information you give to us is inaccurate.
- 2.9 You must comply with the terms and conditions of the Nominated Debit Account, to the extent that those account terms aren't inconsistent with or expressly overridden by these Batch Payer Terms. The terms and conditions set out in these Batch Payer Terms are in addition to those account terms.

3. Processing of payments

- 3.1 Subject to clause 3.2, if you submit Batch Payer Directions to us:
 - (a) before 6.00pm AEST (Payment Cut-off Time) on a Banking Business Day, the Payments which are the subject of those Batch Payer Directions will be treated as received by the Biller to whom it is directed on the same day; or
 - (b) after the Payment Cut-off Times on a Banking Business Day or on a day that is not a Banking Business Day, the Payments which are the subject of those Batch Payer Directions will be treated as received by the Biller to whom it is directed on the next-occurring Banking Business Day.
- 3.2 However, Payments may, in some cases, take longer to be credited to a Biller (for example, if we or another participant in BPAY Payments don't comply with any applicable obligations relating to BPAY Payments).
- 3.3 While it's expected that any delay in processing Batch Payer Directions won't continue for more than one Banking Business Day, any such delay may continue for a longer period.
- 3.4 We won't accept a request to stop a Payment once you've instructed us to make that Payment.
- 3.5 You must be careful to ensure that Batch Payer Directions contain the correct amounts you wish to pay. If you instruct us to make a Payment via a Batch Payer Direction and you later discover that the amounts you told us to pay was less than the amount you needed to pay, you can make another Payment by submitting a further Batch Payer Direction for the difference between the amount actually paid to a Biller and the amount you needed to pay.
- 3.6 You acknowledge that the receipt by a Biller of a mistaken or erroneous payment from another person doesn't constitute part or whole satisfaction of any underlying debt owed between you (or your End Clients, as the case may be) and that Biller.

- 3.7 If we're advised that a Payment which is the subject of a Batch Payer Direction can't be processed by a relevant Biller, we'll:
- (a) advise you of this;
 - (b) credit your account with the amount of that Payment; and
 - (c) take all reasonable steps to assist you in making the Payment as quickly as possible.

Available Funds and Formal Limits

- 3.8 You should make sure there's sufficient Available Funds in your Nominated Debit Account, or limit under a Formal Limit (if any), to process the aggregate value of Batch Payer Directions you submit to us. We'll process Batch Payer Directions from Available Funds before utilising any limit available under a Formal Limit. Any amount processed under a Formal Limit is subject to terms and conditions of that limit.
- 3.9 Where there aren't sufficient Available Funds, or limit under a Formal Limit, to process the aggregate value of Batch Payer Directions, we may reject all Batch Payer Directions submitted together in a file. However, we may, in our discretion, acting reasonably, and without being obligated to do so, process the Batch Payer Directions with any excess being treated in accordance with the terms and conditions of your Nominated Debit Account and Formal Limit.
- 3.10 We won't be liable if we reject Batch Payer Directions because there aren't sufficient Available Funds or Formal Limit (except in circumstances of our fraud, negligence or misconduct).

4. Our obligations

We'll perform our obligations under BROP (as it applies to BPAY Payments) in relation to Batch Payer Directions with reasonable skill and care.

5. Your obligations

- 5.1 You must:
- (a) if you make Batch Payer Directions on behalf of End Clients:
 - (i) make any disclosures to, and obtain any consents from, those End Clients that are necessary to enable:
 - (A) us to comply with our obligations under BROP (as it applies to BPAY Payments); and
 - (B) you to comply with your obligations under these Batch Payer Terms;

Example: You must get your End Clients' consent to allow us to request certain information from the End Clients' Billers relating to the investigation of potential fraudulent transactions. Similarly, you must get necessary consents from your End Clients to allow you to disclose details regarding the End Client to BPAY (for example, in reports provided to the Management Committee).

- (ii) maintain a contemporaneous list of those End Clients, and provide that list to us upon reasonable request;
 - (iii) maintain systems and processes which allow payments and adjustments (including credits and reversals) in relation to those End Clients to be separately identified and differentiated;
 - (iv) ensure that those End Clients make Payments only for their own benefit and not on behalf of a third party;
 - (v) promptly notify us if you become aware, or reasonably suspect, any fraudulent or illegal activity involving Payments made by those End Clients; and
 - (vi) ensure that each Batch Payer Direction given on behalf of an End Client is validly authorised by that End Client;
- (b) notify us in writing of any non-compliance with a term of these Batch Payer Terms in connection with a Batch Payer Direction as soon as practicable after you become aware of that non-compliance;
 - (c) take all reasonable steps, comply with reasonable directions from us, and promptly give us all necessary information and authorisations, to make sure that a Batch Payer Direction is not induced by fraud;
 - (d) promptly notify us if you become aware, or reasonably suspect, that a Batch Payer Direction has been erroneously submitted or processed; and
 - (e) comply with all our reasonable directions in connection with your submission of Batch Payer Directions (including any directions to stop submitting Batch Payer Directions, or to impose value or volume limits on Batch Payer Directions).
- 5.2 If you make it known to your End Clients that Payments on behalf of those End Clients will be made using BPAY Payments, you must, in addition to the matters set out in clause 5.1:
- (a) enter into an agreement with those End Clients for those Payments, which must be consistent with these Batch Payer Terms;
 - (b) disclose to, and obtain acknowledgement from, those End Clients that:
 - (i) your relationship with your End Clients is separate to, and is not governed by, the Scheme and therefore the benefits received by Payers under BROP (as it applies to BPAY Payments) may not be applicable to End Clients who make payments through you; and
 - (ii) the receipt by a Biller of a mistaken or erroneous payment from another person does not constitute part or whole satisfaction of any underlying debt owed between the End Client and that Biller;
 - (c) having regard to your own processing times needed to prepare and submit the associated Batch Payer Directions and the principles set out in clause 3:

- (i) notify End Clients when Payments which are the subject of payment directions given by the End Clients to you will be treated as having been made; and
 - (ii) ensure that payment directions validly given by your End Clients prior to the time referred to in paragraph (i) are incorporated into Batch Payer Directions which are submitted to us on the same Banking Business Day; and
 - (d) without undue delay, pass on to the relevant End Client the benefit of any adjustments (including credits or reversals) which you receive in connection with a Payment made on behalf of that End Client.
- 5.3 You represent and warrant to us that:
- (a) you have all necessary power and authority to enter into these Batch Payer Terms and to perform your obligations under it;
 - (b) you'll comply with all laws or industry codes applicable to you in connection with the services under these Batch Payer Terms; and
 - (c) all information provided at any time by you to us in connection with the services under these Batch Payer Terms is true and accurate at the time it's provided.
- 5.4 You agree to:
- (a) notify us promptly if you become aware that you're unable to repeat any of the warranties in clause 5.3; and
 - (b) provide updated or corrected information to us if any of the information previously provided is no longer true and accurate.

6. Use of BPAY marks

6.1 If you:

- (a) make Payments on behalf of End Clients; and
 - (b) wish to make it known to those End Clients that Payments will be made using BPAY Payments,
- then:
- (c) you must submit all proposed uses of the BPAY Marks to BPAY for its approval (such approval may be withheld in BPAY's absolute discretion);
 - (d) if your proposed use is approved by BPAY, we grant to you a non-exclusive, revocable licence to use the BPAY Marks in accordance with this clause 6 and the Standards Manual solely for the purposes of advertising your participation in, and promotion of, BPAY Payments in the manner so approved; and
 - (e) we'll provide you with a copy of the Standards Manual along with BPAY's contact details and notify you each time there is a change to the Standards Manual or BPAY's contact details.

6.2 Where a licence to the BPAY Marks is granted to you under clause 6.1:

- (a) the parties acknowledge that our ability to license the BPAY Marks under that clause 6.1 is subject to our own arrangements with BPAY. Accordingly, we may terminate the licence granted under clause 6.1 if our right to sub-license the BPAY Marks ceases for any reason. The licence will otherwise terminate immediately on termination or expiry of the these Batch Payer Terms;
- (b) you agree that BPAY owns the BPAY Marks and further agree:
 - (i) not to contest or in any way impair any rights of BPAY to the BPAY Marks; and
 - (ii) at any time at our request include a statement on any packaging, promotional or advertising materials used in connection with BPAY Payments, including in electronic form, that the BPAY Marks are being used by you under the control of and with the authorisation of BPAY and acknowledging BPAY's ownership of the BPAY Marks;
- (c) any use of the BPAY Marks by you which is not in compliance with the requirements of these Batch Payer Terms and the Standards Manual, and which is not promptly discontinued following written notice from us to discontinue such use, will be regarded as adequate ground for termination of these Batch Payer Terms;
- (d) you must not license or assign to any third party the right to use any of the BPAY Marks whether by sale, consolidation, merger, amalgamation, operation of law or otherwise;
- (e) you must use the appropriate denotation or legend of trademark registration or ownership in connection with the BPAY Marks, as required or consented to by us from time to time;
- (f) if you wish to use a denotation or legend of trade mark registration or ownership in connection with any mark (other than the BPAY Marks), but used in association with or on the same printed matter as the BPAY Marks, you may do so provided that:
 - (i) such use will not adversely affect the rights of BPAY in the BPAY Marks; and
 - (ii) the specification for such use is notified in writing to us, and we provide to you our written approval to that specification prior to such use;
- (g) you must not use the BPAY Marks in such a way as to create an impression that the goods or services which you offer are sponsored, produced, offered or sold by us or BPAY. You must not adopt "BPAY" or any other BPAY Mark as any part of the name of your business or apply them to any goods or services which you offer for sale;

- (h) you must notify us promptly on becoming aware of any infringement or potential infringement of the BPAY Marks (including any infringements by your End Clients). Where such infringement or potential infringement results in a third party bringing a claim or proceedings against either party, BPAY may take over the defence of such claim or proceedings;
- (i) if any claim is asserted or legal proceedings commenced against you for alleged infringement of any rights held by a third party by reason of the use of the BPAY Marks, then when you become aware of that claim or legal proceedings you must:
 - (i) provide us with prompt written notice of such claim or proceedings; and
 - (ii) keep us informed of all developments in respect of the claim or proceedings; and
- (j) you consent to the use of your name and main trading logo in lists published by us, BPAY or other financial institutions who take part in BPAY Payments which identify entities who use the Batch Payer Direction functionality of BPAY Payments.

7. Payment adjustments

Introduction

- 7.1 We'll attempt to make sure that your Payments which are the subject to your Batch Payer Directions are processed promptly by the participants in BPAY Payments, including those Billers to whom Payments are to be made. You must promptly tell us if you:
 - (a) become aware of any delays or mistakes in processing Payments;
 - (b) did not authorise a Payment that's been made from your account; or
 - (c) think that you have been fraudulently induced to make a Payment.
- 7.2 We'll attempt to rectify any such matters in relation to your Payments in the way described in this clause 7. However, except as set out in this clauses 7 and 11, we won't be liable for any loss or damage you suffer as a result of using BPAY Payments (except to the extent caused by our fraud, negligence or misconduct).
- 7.3 The longer the delay between when you tell us of the error and the date of your Payment, the more difficult it may be to perform the error correction. For example, neither us, nor affected Billers, may have sufficient records or information available 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 affected Biller to correct the error.

Mistaken payments

- 7.4 If a Payment is made to a person or for an amount which is not in accordance with your instructions to us, and your account was debited for the amount of that Payment, we'll credit that amount to your account. However, if you were responsible for a mistake resulting in that Payment and we can't recover the amount of that Payment from the person who received it within 20 Banking Business Days of us attempting to do so, you must pay us that amount.

Unauthorised payments

- 7.5 If a Payment is made in accordance with a Batch Payer Direction, which appeared to us to be from you or on your behalf but for which you did not give authority, we'll credit your account with the amount of that unauthorised Payment. However, you must pay us the amount of that unauthorised Payment which:
 - (a) we can't recover from the person who received it within 20 Banking Business Days of us attempting to do, or
 - (b) was made as a result of a Batch Payer Direction, which did not comply with our prescribed Security Procedures for such Batch Payer Directions.

If we're able to recover only part of the amount of that Payment from the person who received it, you must only pay us the amount that we're unable to recover.

- 7.6 If you tell us that a Payment made in accordance with a Batch Payer Direction is unauthorised, you must first give us your or your End Client's (as the case may be) written consent addressed to the Biller who received that Payment, consenting to us obtaining from the Biller information about your or your End Client's account with that Biller or the Payment, including the relevant customer reference number and such information as we reasonably require to investigate the Payment. If you don't 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 Payment.

Fraudulent payments

- 7.7 If a Payment is induced by the fraud of a person involved in the 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 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.

ePayments Code

- 7.8 If under this clause 7 you're liable for an unauthorised or fraudulent Payment and the ePayments Code applies, then your liability is limited to the lesser of:
- the amount of that unauthorised or fraudulent Payment; and
 - the limit (if any) of your liability set out in our terms and conditions for the applicable Nominated Debit Account or channel through which you use Batch Entry.
- 7.9 If clause 7.8(b) applies and the amount of the unauthorised or fraudulent Payment exceeds the amount of any limit on your liability, we'll be liable to you for the difference between the amount for which you're liable and the amount of the unauthorised or fraudulent Payment.

Miscellaneous

- 7.10 If a Payment you have made falls within more than one type described in clauses 7.4, 7.5 or 7.7, the following order of precedence will apply in determining how that Payment will be dealt with (with the first mentioned taking precedence over later mentioned types):
- unauthorised payments as set out in clause 7.5;
 - fraudulent payments as set out in clause 7.7; and
 - mistaken payments as set out in clause 7.4.
- 7.11 Payments are generally irrevocable unless they fall within an adjustment category described in this clause 7. Accordingly, no refunds will be provided through BPAY Payments where you (or your End Clients) have a dispute with the Biller about any goods or services you (or your End Clients) may have agreed to acquire from a Biller. Any dispute must be resolved directly with the Biller.
- 7.12 For clarity, even where Payments which are the subject of Batch Payer Directions have been made using a credit card account or a charge card account, no "chargeback" rights will be available under BPAY Payments.

Note: If you make Payments on behalf of End Clients using Batch Payer Directions, you may have separate obligations to those End Clients who transfer funds to you using a credit card. You're responsible for managing your obligations to End Clients under applicable credit card scheme requirements.

8. BPAY tools and functionality

You acknowledge that:

- BPAY may, from time to time, provide you with access to tools and functionality (such as software plug-ins and application programming interfaces) which facilitate submission of Batch Payer Directions; and
- the use of such tools and functionalities may be subject to separate terms and conditions entered into directly with BPAY or its licensors.

9. Fees and charges

- 9.1 You must pay us the fees set out in Schedule 1. Unless otherwise specified, fees accrue on each event and are charged daily.
- 9.2 We can introduce, replace or vary fees and charges in accordance with clause 13.
- 9.3 You must pay or reimburse us for all stamp duties, financial institutions duty, debit tax and any other government charges incurred or payable by us in performance of our obligations under these Batch Payer Terms.
- 9.4 You authorise us to debit your account for any amounts payable by you under these Batch Payer Terms.

10. Payment disputes

- 10.1 For information on resolving problems or disputes, contact us on 13 10 12, or visit any NAB branch. We have, available on request, information about the procedures for lodging a complaint. For more details about our dispute resolution procedures, please ask for our complaints resolution brochure.
- 10.2 If you subsequently feel that the issue hasn't been resolved to your satisfaction, you may contact our external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Our external dispute resolution provider is the Australian Financial Complaints Authority and can be contacted at:
- Telephone: 1800 931 678 (free call)
Website: www.afca.org.au
Email: info@afca.org.au
Postal address: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

11. Liability and Indemnity

- 11.1 This clause only applies to the extent that it's not inconsistent with or contrary to any applicable law or code of practice to which we've 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.
- 11.2 You agree to indemnify and hold us, our employees and agents harmless against any and all direct losses, expenses, claims, suits, demands, actions, and proceedings including all reasonable legal and other related fees or charges ("Liability") which we may suffer or incur or for which we become liable as a result of:
- any negligence, misrepresentation or fraud on the part of the you, your employees, agents or independent contractors with respect to anything you're obligated or have a right to do under these Batch Payer Terms;

- (b) any claim by a Payer Customer, Biller Institution, Payer Institution, the CIP, BPAY or any other person for any breach by you of any applicable laws;
- (c) your failure to do anything you're obligated to do under these Batch Payer Terms; or
- (d) any use of the Marks by you other than as permitted by these Batch Payer Terms;

except to the extent that such Liability arises because of our negligence, fraud, or misconduct or that of our employees, agents or contractors.

11.3 We're not liable to you for any loss or damage suffered by you as a result of:

- (a) a missing or erroneous payment;
- (b) the failure or disruption of any process or computer beyond our reasonable control; or
- (c) our compliance with any relevant regulations, except to the extent that loss or damage was caused by our fraud, negligence or misconduct.

11.4 Our liability for breach of a condition or warranty implied by law which we may not exclude or restrict is limited to, at our discretion, either supplying the service again or paying the cost of the re-supply.

11.5 Each party must take reasonable steps to mitigate any liability, loss, damage, cost or expense it suffers or incurs under or in connection with these Batch Payer Terms.

11.6 The liability of any party in connection with these Batch Payer Terms excludes any claim for indirect or consequential loss, any punitive or special loss, any loss of revenue, profit or anticipated savings, howsoever arising and regardless of whether it was in contemplation of the parties. 'Consequential loss' means any loss or damage suffered by a party which is indirect or consequential, loss of revenue, loss of profits, loss of goodwill or credit, loss of use, loss of data, damage to credit rating, loss or denial of opportunity, or increased overhead costs.

11.7 Neither party will be liable for any loss or damage, or be in default under these Batch Payer Terms, where they're unable to observe or perform their obligations under these terms because of a reason or cause which could not, with reasonable diligence, be controlled or prevented by it. Such reasons or causes include, without limitation, strikes, lockouts, labour disputes, acts of God, acts of nature, acts of governments or their agencies, fire, flood, storm, riots, power shortages or power failure, sudden and unexpected system failure or disruption by war, sabotage or inability to obtain sufficient labour, raw materials, fuel or utilities.

12. Suspension and termination

12.1 You may terminate your participation in BPAY Payments at any time by giving us at least 7 days' notice.

12.2 We may suspend or terminate your participation in BPAY Payments at any time in the circumstances set out in this clause. Where possible and acting reasonably, we'll give you advance notice of any suspension or termination.

We may suspend or terminate your participation in BPAY Payments:

- (a) if we reasonably believe that you or your End Clients are using BPAY Payments in connection with any activities which are unlawful;
- (b) if you or your End Client's use of BPAY Payments will or is likely to cause damage to the integrity, stability or reputation of the Scheme. The things we'll consider under this clause include:
 - (i) the capacity of the Scheme to accept the proposed and actual number of BPAY Payments;
 - (ii) your solvency;
 - (iii) your ability to meet the Error Correction obligations provided for in these Batch Payer Terms; and
 - (iv) any possible increase in the fraud risk for the Scheme likely to be caused or caused by you.

If your participation in BPAY Payments is suspended or terminated under this clause 12.2(b), you must follow all reasonable directions given by us to make sure minimal disruption to the Scheme. Those directions may include any of the matters set out in clause 12.5;

- (c) if you or your End Clients are believed on reasonable grounds to be engaging in fraudulent activity in connection with the Scheme; or
- (d) in accordance with clause 1.4;
- (e) if we are requested or required to do so by BPAY or any regulatory authority;
- (f) if you breach any obligation under these Batch Payer Terms which is capable of remedy and don't remedy that breach within 20 Banking Business Days of receipt of a notice from us specifying the breach and requiring the breach to be remedied;
- (g) you breach any obligation under these Batch Payer Terms which is incapable of remedy;
- (h) if you breach the terms and conditions:
 - (i) of the BPAY Batch User Guide; or
 - (ii) of the Nominated Debit Account; or
 - (iii) which govern the channel through which we allow you to use Batch Entry;
- (i) you suffer an Insolvency Event;
- (j) a change occurs in your business, assets or financial condition or your End Clients' (if applicable) which, in our reasonable opinion, may have a material adverse effect on your ability to observe your obligations under these Batch Payer Terms or on our rights under these Batch Payer Terms

- (k) to prevent an anticipated breach of a relevant law or to prevent any potentially fraudulent activity or a scam;
- (l) to prevent an anticipated material loss to you or us arising from the misuse or unauthorised use of the BPAY facilities;
- (m) where it is reasonably necessary for us to manage a risk, including a regulatory or sanctions risk;
- (n) at any other time if we provide 90 days' notice. However, we may give shorter notice if it's reasonable for us to manage an immediate and material risk.

We may exercise suspension rights under this clause for as long as it is reasonably necessary to manage any of the risks above, and you acknowledge that we may not always be able to detect and prevent fraudulent transactions and scams. We do not have to give you advance notice if it is reasonable necessary for us to act quickly to manage a risk or comply with our obligations under the BPAY Scheme. However, if appropriate we will give you a general reason for exercising our rights under this clause within a reasonable time of doing so.

- 12.3 If you or your End Clients (if applicable) default or believe you or they are likely to default under clause 12.2(i) of these Batch Payer Terms, you must notify us promptly.
- 12.4 These Batch Payer Terms terminates immediately if we stops being a member of the Scheme.
- 12.5 On termination of these Batch Payer Terms, you must:
 - (a) immediately advise each of your End Clients (if applicable) that they can no longer make Payments using Bach Entry through you;
 - (b) pay to us all undisputed amounts that have become or do become due and payable to us under these Batch Payer Terms;
 - (c) on our request, return to us all:
 - (i) information that is to be treated by you as confidential under clause 14 and is in a material form, and
 - (ii) all copies of it, that are in your possession or control.
- 12.6 Termination or suspension of your right to use BPAY Payments doesn't:
 - (a) prejudice any claims either party may have against the other in respect of any then subsisting breaches of these Batch Payer Terms; or
 - (b) otherwise affect the accrued rights or remedies of either party.

13. Changes to terms

- 13.1 We may, acting reasonably, change these Batch Payer Terms or any documents referred to in these Batch Payer Terms at any time. We'll give you notice in accordance with clauses 15.1 to 15.3. If we believe a change is unfavourable to you, we'll give you at least 30 days' written notice before such change takes effect. We can give less or no notice if this is in accordance with law and

industry codes. For example, this may happen if it's reasonable for us to give shorter notice to manage an immediate and material risk. Any new or changed government charges can be notified reasonably promptly after the government notifies us – but we won't separately notify you about them if the government otherwise publicises the change.

- 13.2 Unless a change under clause 13.1 is reasonably necessary to:
 - (a) comply with any law;
 - (b) accommodate changes in the operation of the Scheme or BPAY Payments;
 - (c) accommodate changes in our operations or systems, or
 - (d) comply with BPAY's or our security policies and procedures;
 you may terminate your participation in BPAY Payments by giving us written notice at any time before such change takes effect. Any such termination under this clause 13.2 will take effect on the day before the date notified by us that the change takes effect.
- 13.3 A provision or a right created under these Batch Payer Terms can't be waived except in writing signed by the party granting the waiver.

14. Privacy and confidentiality

- 14.1 Your privacy is important to us. We only collect, use or store your and your End Clients' Personal Information in accordance with the requirements of the *Privacy Act 1988* (Cth), other applicable legislation we're subject to about the collection, use or disclosure of Personal Information, and our Privacy Policy
- 14.2 We'll keep any information you provide to us confidential. We'll make reasonable efforts to keep any such information that we've about you secure and to ensure that any of our employees or agents who have access to information about you don't make any unauthorised use, modification, reproduction or disclosure of that information.
- 14.3 In order to provide you with services under BPAY Payments, we may need to disclose your or your End Clients' Personal Information (including updates to such Personal Information notified to us under clause 14.7) to BPAY and/or its Service Providers. If we don't disclose such Personal Information to BPAY or its Service Providers, we won't be able to provide you with services under BPAY Payments.
- 14.4 Accordingly, you agree to our disclosing to BPAY, its Service Providers, such other participants involved in BPAY Payments and any agent appointed by any of them from time to time such Personal Information relating to you or your End Clients as is necessary to facilitate the provision of BPAY Payments to you.
- 14.5 You agree that we can disclose your personal information and that of your End Clients (as applicable) where necessary to enable Billers to verify that you and

- your End Clients (as applicable) can receive bills and statements electronically using BPAY View (or telling them if you cease to do so);
- 14.6 You agree that we can disclose such of your transactional information, as is necessary, to process your Payments. Your Payments information will be disclosed by BPAY, through its agent, to the Biller's financial institution.
- 14.7 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 Scheme referred to in clause 14.3, as necessary.
- 14.8 You'll treat as confidential and won't disclose any information which comes into your possession as a result of any aspect of these Batch Payer Terms, or use any such information other than for the purposes for which it was given.
- 14.9 The obligation of confidentiality in clause 14 won't apply to any information where:
- it's in the public domain or becomes generally known to the public, other than through breach of these Batch Payer Terms or another obligation of confidentiality owed by the disclosing party;
 - it's known to a party prior to the time of disclosure to that other party in connection with these Batch Payer Terms;
 - it's required to be disclosed by a party under any legislation or legal process;
 - it's included in a report prepared by BPAY or the Management Committee; or
 - it was developed independently of its disclosure in connection with these Batch Payer Terms.
- 14.10 The obligation of confidentiality extends, but is not limited to:
- the disclosure of fees and charges contained in these Batch Payer Terms;
 - any technology or know-how related to the Scheme or the performance of these Batch Payer Terms.
- 14.11 You can request access to your information held by us by contacting us in accordance with the procedures set out in our Privacy Policy.
- 14.12 Our Privacy Policy contains information about how you may complain about a breach of the *Privacy Act 1988* (Cth), and the process by which your complaint will be handled.
- sent to an electronic address nominated by you, including email and SMS;
 - given by making the information available electronically and notifying you of the availability of that information;
 - given by advertising in the national or local media; or
 - given in any other way agreed with you.
- 15.2 On request we'll provide you with a paper copy of any communication sent to you (up to seven years after the notice of communication is first provided).
- 15.3 A communication given to you is deemed to be received by you:
- if left at your address, when delivered;
 - if sent by prepaid ordinary post, on the seventh (eleventh, if posted to or from a place outside Australia) Banking Business Day after posting; and
 - if sent to an electronic address, when it enters the information system of the recipient;
 - if advertised in the national or local media, when it's first published.

Communications from you

- 15.4 Written communications from you must be signed (including electronically) by you.

Miscellaneous

- 15.5 From time to time, we may need to provide to BPAY certain information regarding our customers and their use of BPAY Payments, including for the purposes of monitoring and managing fraud relating to BPAY Payments. You consent to the inclusion of your name and any other details and information relating to you, in any reports we are required to provide to BPAY.
- 15.6 These Batch Payer Terms and the transactions contemplated by these Batch Payer Terms are governed by the law in force in New South Wales.
- 15.7 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them for determining any dispute concerning these Batch Payer Terms or the transactions contemplated by these Batch Payer Terms. Each party waives any right it has to object to an action being brought in those courts including, but not limited to, claiming that the action has been brought in an inconvenient forum or that those courts don't have jurisdiction. If this is a Small Business Contract, if the laws of the State or Territory where you are resident (or if you are not an individual, where your business is located) include mandatory protections that are available to you (including because you are a small business or an individual), then this clause does not operate to exclude those protections.
- 15.8 Without preventing any other method of serving documents in an action (including, but not limited to, any writ of summons or other originating process or any third or other party notice), documents may be served

15. Notices/miscellaneous

How we'll communicate with you

- 15.1 Notices, statements and other communications from us can be:
- given to you personally;
 - left at or posted to the address last nominated by you;

on any party by being delivered to or left for that party at its “Address for service of notices” as set out for that party in Schedule 1, or as otherwise updated by a party giving notice to the other party.

- 15.9 You must not assign or otherwise deal with your rights under these Batch Payer Terms without our prior written consent.
- 15.10 We may, at any time and acting reasonably, assign or novate our rights and obligations under these Batch Payer Terms having regard to our legitimate business interests. You must execute all documents reasonably necessary to give effect to this clause.
- 15.11 If the whole, or any part of, a provision of these Batch Payer Terms is void, unenforceable or illegal in a jurisdiction, it’s severed for that jurisdiction. The remainder of these Batch Payer Terms has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of these Batch Payer Terms or is contrary to public policy.

16. Our commitment to be fair

If this is a Small Business Contract, when we exercise a right or discretion under our agreement and any additional terms and conditions (like considering a request you make or deciding whether or not to do something), we’ll do it in a way that is fair and reasonable. This includes when we make changes to the product or fees and charges. We can take a range of things into account when exercising our rights and discretions. These can include:

- our legal obligations, industry codes and payment scheme rules and the expectations of our regulators;
- protecting our customers, staff, our systems and the personal information we hold;
- what you have told us about yourself and how you will use our products and services (including if it’s misleading, incorrect or you haven’t provided us with all of the information we reasonably need when asked);
- how our products and services are intended to be used (and how you have used them);
- our public statements, including those relating to protecting vulnerable persons, the environment or sustainability;
- community expectations and any adverse impact on our reputation;
- whether we need to take any action to protect you or another person from a potential fraud or scam; and
- risk management, including sanctions risk management.

17. Definitions

Available Funds means the cleared funds in your Nominated Debit Account, including any funds available by way of Formal Overdraft Limit and excludes Set-off Arrangements.

Australian Consumer Law means means Schedule 2 of the Competition and Consumer Act 2010 (Cth) (and any equivalent State or Territory legislation) and any regulations made under it, and includes any consolidation, amendment, re-enactment or replacement of the legislation;

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

Banking Code of Practice or **Code** means the Banking Code of Practice. Before 1 July 2019, refer to the Code of Banking Practice (2013 version).

Batch Entry means a method of making Payments by compiling and transmitting a computer file to us containing one or more Payer Directions.

Batch Payer Terms means the arrangement between you and us which sets out the terms and conditions on which we’ll accept Batch Payer Directions from you.

Batch Payer Direction means a Payer Direction from you to us using Batch Entry.

Biller means a person who participates in the Scheme as a “biller.”

Biller Institution means a member who agrees with one or more Billers to accept and pass BPAY Payments through the Scheme on their behalf.

BPAY means BPAY Pty Ltd ABN 69 079 137 518 located at Level 1, 255 George Street, Sydney NSW 2000.

BPAY Batch User Guide means the guide of the same title provided by us to you. The guide may be amended from time to time.

BPAY Marks means the trade and service marks owned by BPAY from time to time in relation to BPAY Payments.

BPAY Payments mean the electronic payments service promoted by BPAY and which is operated in accordance with the terms and conditions set out in BROP.

BPAY View means the service promoted by BPAY, which allows Payers to view bills electronically.

BROP means the Scheme rules and operating procedures.

CIP means the central interchange processing entity for the Scheme appointed from time to time to process Payment Instructions, perform the role of the CIP in BPAY View processing, and perform any other functions as may be agreed by BPAY and the CIP.

End Client means the end-payers (if any) on behalf of whom you make Payments under these Batch Payer Terms, which, for clarity may include your related bodies corporate or third parties for whom you provide a good or service.

Error Correction means a transaction to correct an error and which is intended to result in:

- (a) a credit to the account of the Payer for an amount equal to an amount specified in:

- (i) a mistaken Batch Payer Direction/Payment;
 - (ii) an unauthorised Batch Payer Direction;
 - (iii) a Batch Payer Direction induced or resulting from the fraud of any Participant in the BPAY;
- (b) a corresponding debit to the relevant Biller's Nominated Account if that account has been, or will be, credited with the amount of the original Payment Instruction; and
- (c) a related advice being sent to the Biller notifying the Biller of the correction of that error.

Formal Limit means the limit up to which we'll accept Batch Payer Directions in excess of the Available Funds of your Nominated Debit Account in a given period, as notified to you by us.

Formal Overdraft Limit means any agreed facility attached to one of your nominated BPAY Batch account(s) that allows you to overdraw your account balance up to a set limit, for which you'll incur debit interest.

Insolvency Event occurs in respect of a person if:

- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the *Corporations Act 2001 (Cth)*); or
- (b) it has had a Controller (as defined in the *Corporations Act 2001 (Cth)*) appointed, or is in liquidation, in provisional liquidation, under administration or wound up or has had a Receiver (as defined in the *Corporations Act 2001 (Cth)*) appointed to any part of its property; or
- (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute, or dissolved; or
- (d) an application or order has been made, resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or
- (e) it is taken (under section 459F(1) of the *Corporations Act 2001 (Cth)*) to have failed to comply with a statutory demand; or
- (f) it is the subject of an event described in section 459C(2) (g) or section 585 of the *Corporations Act 2001 (Cth)* (or it makes a statement from which a reasonable person would deduce it is so subject); or
- (g) it is otherwise unable to pay its debts when they fall due; or
- (h) something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction.

Management Committee means the "Management Committee" of BPAY.

Nominated Debit Account means the debit account which has been nominated by you for the purposes of the Batch Payer Terms.

Participant means any person who participates in the BPAY Scheme in any capacity, including any member or Payer.

Payer means a person who uses the BPAY Payments to make a Payment.

Payer Customer means a customer of a Biller who is a Payer.

Payer Direction means a direction from a Payer to their Payer Institution to effect a transaction to a Biller through the BPAY Scheme, by debiting or crediting an account or facility held by the Payer with that Payer Institution.

Payer Institution means a financial institution participating in the BPAY Scheme with whom a Payer has an account facility from which Payments can be made.

Payment means a payment made, or to be made, by or on behalf of a person through BPAY Payments.

Payment Cut-off Times has the meaning given in clause 3.1.

Personal Information means personal information, as that term is defined in the *Privacy Act 1988 (Cth)* that is provided to, or obtained or accessed by, us in the course of providing BPAY Payments to you.

Privacy Policy means our privacy policy as amended from time to time and available at nab.com.au/common/privacy-policy.

Security Procedures means the security procedures in relation to Batch Entry advised to you by us from time to time and which may be included in the terms and conditions for any channel through which we allow you to use Batch Entry.

Set-off Arrangement means any arrangement you have made with us to aggregate the balance of various accounts in accordance with your Set-off Arrangement with NAB.

Scheme means the scheme operated by BPAY from time to time to provide payment services to end customers.

Service Provider means a person engaged by BPAY to provide goods or services to BPAY in connection with BPAY Payments.

Small Business Contract has the meaning of that term when used in the *Australian Securities and Investments Act 2001 (Cth)* (**ASIC Act**) from time to time or if applicable the Australian Consumer Law. With effect from 9 November 2023 small business contracts under the ASIC Act include contracts which are entered into or renewed after that date where the upfront price payable (which includes the total amount of principal that is owed under a contract for the provision of credit) does not exceed \$5,000,000 and either (or both) of the following apply:

the business makes the contract in the course of carrying on a business and the business employs fewer than 100 persons; or
 the turnover of the business for the last income year (within the meaning of the *Income Tax Assessment Act 1997*) was less than \$10,000,000. The calculation of turnover will be worked out using the rules in the ASIC Act.

This document may be a Small Business Contract where it meets these requirements.

For the removal of doubt, this document may be a Small Business Contract even if the Borrower is not a 'small business' within the meaning of that term in Banking Code of Practice.

Standards Manual means the BPAY Payments "Identity Standards Manual" issued by BPAY prescribing the way in which the BPAY Marks may be represented in connection with BPAY Payments, as may be amended from time to time.

Interpretation

In these Batch Payer Terms:

- (a) The word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any government agency.
- (b) A reference to a particular person includes a reference to the person's employees, executors, administrators, successors, substitutes (including persons taking by novation) and assigns.
- (c) The singular includes the plural and vice versa.
- (d) Headings appear for convenience and don't affect interpretation.
- (e) If a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.
- (f) A reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
- (g) Time is a reference to Sydney, Australia time.
- (h) A reference to amendment of any document includes removal, replacement, substitution and variation of that document or any part or provision of it and a reference to "amend" or to any other grammatical form of that word has a corresponding meaning.
- (i) A reference to a clause or schedule is a reference to a clause in or schedule to these Batch Payer Terms.
- (j) Law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them).
- (k) An agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually and an agreement, representation or warranty by two or more persons binds them jointly and each of them individually.
- (l) A group of persons or things is a reference to any two or more of them jointly and to each of them Individually.
- (m) The words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, don't limit the meaning of the words to which the example relates to that example or examples of a similar kind.
- (n) The words "we", "us" and "our" means the "Institution" specified in Schedule 1.

- (o) The words "you" and "your" means the "Participating Batch Payer" as specified in Schedule 1.

18. Banking Code of Practice

We've adopted the Code and relevant provisions of the Code apply to this service, if you're an individual or a small business referred to in the Code.

You can get the following from us upon request:

- (a) Information on our current interest rates and the standard fees and charges relating to this service, if any.
- (b) General descriptive information about our banking services including:
 - (i) for accounts with cheque access, general descriptive information about cheques;
 - (ii) account opening procedures;
 - (iii) our obligations regarding the confidentiality of your information;
 - (iv) complaint handling procedures;
 - (v) bank cheques;
 - (vi) the advisability of you informing us promptly when you're experiencing financial difficulty; and
 - (vii) the advisability of you reading the terms and conditions applying to each banking service we provide to you.
- (c) General descriptive information about:
 - (i) the identification requirements of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth); and
 - (ii) the options available to you under the tax file number legislation.
- (d) A copy of the Code.



BPAY Batch Payer Terms Schedule 1

Please complete Application form in full in black or blue pen using CAPITAL LETTERS and **X** where appropriate.

Schedule 1

Interpretation – definitions and interpretation clauses are in section 17

Participating Batch Payer

Name _____ ABN/ACN/ARBN _____

Address _____
State _____ Postcode _____

Address for service of notice _____
State _____ Postcode _____

Institution

Name _____ ABN _____
National Australia Bank Limited | 1 2 0 0 4 0 4 4 9 3 7

Address _____
395 Bourke Street
Melbourne State **VIC** Postcode **3000**

Address for service of notice _____
Product Manager – BPAY®
Level 16, 395 Bourke Street, Melbourne State **VIC** Postcode **3000**

Payment Method

BPAY® Payments may only be made through the Participating Batch Payer’s Nominated Debit Account

Date of these Batch Payer Terms _____ BPAY Batch User ID _____ Transaction Fee (per transaction) \$ _____ File Lodgement Fee \$ _____

Account Details

Nominated Fee account

Name of Financial Institution _____ Account name _____ BSB number _____ Account number _____

Nominated Debit accounts*	BSB number	Account number
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____
5	_____	_____

*Must be a NAB account – up to 5 per Pay ID only

Execution page

EXECUTED as an agreement

Participating Batch Payer

Note: If you're a company, please sign in accordance with section 127(1) of the Corporations Act 2001 (Cth) by either two directors or a director and secretary, or if there's a sole director who's also the sole company secretary (or there is no company secretary) that sole director should sign. If you're a different type of organisation (such as partnership or association), you must sign in accordance with your governing documents.

Alternatively, if you've appointed an attorney under a Power of Attorney, they may sign in accordance with the authority granted to them and in doing so they declare that they, at the time of signing this document, have no notice of its revocation. You may be asked to supply a copy of the Power of Attorney document to NAB.

Please enter the name and the title of the signatories.

Full name

Signature of authorised representative

Date

Position (BLOCK LETTERS)

Full name

Signature of authorised representative

Date

Position (BLOCK LETTERS)

Institution

By signing these Batch Payer Terms the signatory states that they are duly authorised to execute these terms on behalf of National Australia Bank Limited.

Signed by

Signature of authorised representative

Date

as authorised representative for National Australia Bank Limited

Full name of authorised representative (BLOCK LETTERS)

For more information call **13 22 65** or

13 BANK

and select the option to speak to a
Customer Service Representative
or visit us at nab.com.au

Help for people with hearing or
speech communication difficulties.
Contact us on **13 22 65** through
the National Relay Service.