

Easy BPAY Biller Agreement

(Short Form)

Details

Interpretation – this agreement must be read in conjunction with the Biller Operations Manual attached to this agreement (“Operations Manual”). At the end of the Operations Manual the meaning of some of the terms used in this agreement is explained.

Biller ("you")	<i>Insert full name, ABN and address</i>
Biller Institution ("we")	Westpac Banking Corporation ABN 33 007 457 141 ("Westpac")
Biller Code	As advised by Westpac upon successful application
Nominated Account	<i>Insert account name, BSB and number</i>
Payment Methods	Select the payment types you wish to offer to your customers: <input type="checkbox"/> Cheque or savings accounts only <input type="checkbox"/> Cheque, savings or credit card accounts
Fees	Transactions: \$0.80 + GST Merchant Service Fee (MSF): 0.42% (of payment value) + GST Establishment Fee: \$150 + GST (for individual statement credits)

Signature section

Biller Institution

SIGNED by	
as authorised representative for	<i>Insert the Biller Institution's name</i>
By executing this document the signatory warrants that the signatory is duly authorised to execute this document on behalf of	<i>Insert the Biller Institution's name</i>
Signature of witness	
Name of witness (block letters)	
Date	

Biller

SIGNED for and on behalf of in accordance with s127 of the Corporations Act 2001 by	<i>Insert the Biller's name</i>
Signature of Director	
Name of Director	
Signature of Witness	
Name of Witness (block letters)	

AND

Signature of Director/Secretary	
Name of Director/Secretary	
Signature of witness	
Name of witness (block letters)	
Date	

Terms

1 Offer to facilitate participation in BPAY Payments

We are a member of the BPAY Scheme. You want to receive payments from your customers through BPAY Payments using the Payment Methods.

We offer to facilitate your participation in BPAY Payments on the terms set out in this offer.

2 How you accept

You may apply to become a Biller by signing the attached copy of this document and returning it to us together with any other information we have requested. We will assess your application and if approved, we will forward to you your Biller Code. When we do this an agreement between you and us is formed ("this agreement")

3 Authority

You authorise us to:

- (a) accept Payments from your customers made using the Payment Methods; and
- (b) credit and debit to your Nominated Account all amounts contemplated by this agreement and the Operational Manual.

4 Our obligations

We agree to comply with our obligations under BPAY Payments and under the Operations Manual as a "Payer Institution" and a "Biller Institution" (and exercise reasonable skill and care in doing so).

5 Operations Manual

5.1 Compliance with Operations Manual

You:

- (a) acknowledge that, before entering into this agreement, you have received a copy of the Operations Manual;
- (b) agree to perform all your obligations as a participating biller as set out in the Operations Manual and otherwise comply with the terms of the Operations Manual; and
- (c) give the representations and warranties and make the acknowledgements set out in the Operations Manual.

5.2 Inconsistencies

To the extent of any inconsistencies, this agreement prevails over the Operations Manual.

6 Termination

6.1 Voluntary termination

Either party may terminate this agreement by giving the other party 90 days' written notice of termination.

6.2 Termination on default

Default occurs if:

- (a) either party does something they agree not to do under this agreement or doesn't do something they agree to do under this agreement and (if remediable) does not remedy that default within 3 Banking Business Days after notice of the default is given by the non-defaulting party; or
- (b) a party suspects on reasonable grounds that the other party has committed or will commit a fraudulent act in connection with the BPAY Scheme; or
- (c) an adverse change occurs in your business, assets or financial condition.

If a party is in default, the other party may terminate this agreement by notice either with immediate effect or with effect from the date set out in the notice.

6.3 Automatic termination

This agreement terminates immediately if we cease to be a member of the BPAY Scheme.

6.4 Consequences of termination

On termination of this agreement, you must:

- (a) immediately advise your customers that they can no longer give Payer Directions;

- (b) continue to maintain a Nominated Account and promptly process Biller Information Files and otherwise comply with your obligations in the Operations Manual for a period of 60 Banking Business Days after termination.

This clause survives termination of this agreement. Termination does not affect either party's rights accrued and obligations incurred before termination.

Also see the Operations Manual for other obligations on termination.

7 Fees and charges

You must:

- (a) pay us the fees specified in the Details; and
- (b) pay or reimburse us for all stamp duties and any other government charges incurred or payable by us in performing our obligations under this agreement.

8 Indemnity

8.1 You indemnify us for any loss or damage we may suffer or incur as a result of:

- (a) your negligence or the negligence of any of your employees, contractors or agents in the performance of this agreement; or
- (b) you breaching any laws;

8.2 We are not liable to you for any loss or damage you suffer as a result of:

- (a) a missing or erroneous payment;
- (b) the failure or disruption of any process or computer beyond our reasonable control;

unless the loss or damage results from a breach of a condition or warranty implied by law which we may not exclude.

8.3 Our liability for breach of any condition or warranty implied by law which we cannot exclude is limited where permitted by law to, at our discretion, either supplying the service again or paying the cost of the re supply.

9 Severability

If the whole or any part of a provision of this agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this agreement 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 this agreement or is contrary to public policy.

10 Force majeure

We will not be liable to the you for any loss or damage (including whether direct or consequential), nor be in default under the terms of this agreement, for failure to observe or perform any provision of this agreement for any reason or cause which could not with reasonable diligence be controlled or prevented by us.

11 Assignment

11.1 You must not assign or otherwise deal with your rights under this agreement without our prior written consent.

11.2 We may assign or novate our rights and obligations under this agreement and you must sign all documents we consider necessary to give effect to any assignment or novation.

12 Variation

Any term of this agreement (including any fee payable by you to us) and any term of the Operations Manual may be amended by written notice from us to you. The amendments take effect from the date specified in the notice.

13 Governing law

This agreement is governed by the law in force in New South Wales.