



Easy BPAY – Biller Agreement

(short form).

Before this form is completed, please read the section titled 'Privacy Statement'.

Biller ("you")

Name

ABN

ACN

☐ Biller is incorporated in Australia (if the Biller is a company), ordinarily resident in Australia (if the Biller is a sole trader) or formed or created in or under the laws of Australia (if the Biller is any other type of entity, including a partnership, trust or governmental entity) – (Please tick to confirm)

Address

Address for services of notices ☐ As above

Fax

☐ Not applicable

Authority execution

Please refer to the Signature Section and choose one Biller Authority Execution to complete.

Biller Institution ("we")

Name **Westpac Banking Corporation**

ABN 33 007 457 141

Address

Address for service of notices

Level 18, Westpac Place

Level 1, Westpac Place

275 Kent Street

275 Kent Street

Sydney NSW 2000

Sydney NSW 2000

Details

Biller code.

To be notified to the Participating Biller in writing by the Institution.

Nominated Account.

To be notified to the Institution by the Participating Biller in the BPAY® Load Form. This is the account that will be used to credit and debit all amounts contemplated by this agreement and the Operational Manual.

Payment Methods.

The following Payment Methods are accepted by the Institution:

- Non credit card account method
- Credit card account method

The Participating Biller will nominate the applicable Payment Method in the BPAY Load Form.

Details (continued)

Fees and charges.

Fees and charges payable by the Participating Biller to the Biller Institution for the services provided by the Institution under this agreement are set out below:

BPAY Transaction – Westpac: \$0.80 + GST

BPAY Transaction – Other Bank: \$0.80 + GST

BPAY Refund: \$1.00 + GST

BPAY Single Credit Establishment: \$500.00 + GST (for standard individual statement credits only)

Date of this agreement.

See Signing page.

Some important things to consider

Here is a summary of some important terms to consider. This summary doesn't replace the full terms which are set out in this document nor does it cover all your obligations. Please ensure that you still read this entire document carefully and any other documents we provide you.

- This agreement must be read in conjunction with the Operations Manual attached to this agreement which sets out a number of obligations and terms at apply to this agreement.
- This agreement may be terminated for various reasons including: voluntarily upon 90 days' notice; by default including if there is a breach of contract or fraudulent acts. See Clause 6 (Termination) for further information.
- We may set-off amounts due for payment by you against any amount due for payment by us to you. See Clause 8 (Nominated Account) for details.
- We may change the terms of this agreement at any time and will give you notice in accordance with Clause 11 (Variations).
- You indemnify Westpac for a range of losses we may incur in connection with this agreement. Our liability under this agreement is limited in circumstances including where the loss was not caused by our fraud, wilful misconduct or negligence. See Clause 13 (Indemnity) for further information.
- We may use personal information provided and disclose it to third parties in a number of ways. See Clause 16 (Privacy Statement), Clause 18 (External Service Provider) and Clause 19 (Anti-Money Laundering and Counter-Terrorism Financing) for further information.
- We may delay, block, freeze or refuse or decline transactions on the basis of breach of law, sanctions or fraud. Westpac will not be liable for loss suffered as a result of such actions. See Clause 19 (Anti-Money Laundering and Counter-Terrorism Financing) for further information.

Interpretation

This agreement must be read in conjunction with the Biller Operations Manual (short form) 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.

In this agreement:

BPAY Load Form means the form available on the Biller Institution's corporate forms website on which this agreement also appears.

Signature section

Biller Institution

SIGNED By:
Name of authorised representative for Westpac Banking Corporation ABN 33 007 457 141

in the presence of:
Signature of witness

X

Signature

X

Name of witness (BLOCK LETTERS)

By executing this document the signatory warrants that the signatory is duly authorised to execute this document on behalf of Westpac Banking Corporation

Date

/ /

Biller: The Biller is an Australian company registered with ASIC and is not signing under power of attorney or delegated authority.

SIGNED for and on behalf of:

ACN

Director (Signature)

X

Director/Secretary (Signature)

X

Name (Please print)

Name (Please print)

Date of acceptance

/ /

Signature section (continued)

Biller: The Biller is signing under a power of attorney.

ACN

Signed by

as attorney under power of attorney
Registration details (if applicable)

Book:

Number:

By executing this agreement the attorney states that
the attorney has received no notice of revocation of the
power of attorney

Date

in the presence of: Signature of witness

Name of witness (BLOCK LETTERS)

Address of witness

Occupation of witness

Biller: The Biller is signing as a non-company organisation and is not signing under power of attorney.

SIGNED for and on behalf of:

ABN/ACN

Official Designation

Signature

Name (Please print)

Date of acceptance

Official Designation

Signature

Name (Please print)

Signature section (continued)

Biller: The Biller is signing under delegated authority.

By the authority of a resolution of the directors of the organisation (at a properly constituted meeting, where a meeting is required), I/we were authorised to sign this document in the name and on behalf of the organisation:

SIGNED for and on behalf of:

ABN/ACN

Official Designation

Signature

Name (Please print)

Date of acceptance

Official Designation

Signature

Name (Please print)

Terms

1. Offer to facilitate participation in BPAY Payments.

We are a member of the Scheme and we subscribe to BPAY Payments. 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 accept our offer by signing the attached copy of this document and returning it to us. When you 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 the BPAY Payments Module and Scheme Documents 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 had an opportunity to obtain a copy of the Operations Manual, which is available on request from your relationship manager or Westpac representative;
- (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.

Terms (continued)

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 Scheme; or
- (c) an adverse change occurs in your business, assets or financial condition which, in our reasonable opinion, will affect your ability to perform your obligations under this agreement.

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 Scheme or if our subscription to BPAY Payments is cancelled for any reason.

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.

- (a) You must pay us the fees specified in the Details section of this agreement on pages 1–2.
- (b) If we vary the fees payable in accordance with clause 11, you may terminate this agreement.
- (c) You authorise us to debit your Nominated Account for any amounts payable by you under this agreement.
- (d) Information on current standard fees and charges is available on request.

8. Nominated Account.

- (a) If:
 - the Nominated Account is held with a financial institution other than Westpac; or
 - you are not the account holder of the Nominated Accountwe may require an additional authority form to be completed by the account holder(s) prior to establishing the billing arrangement.
- (b) You must let us know as soon as possible if you wish to change your Nominated Account.
- (c) You undertake to maintain sufficient funds in your nominated account to enable us to debit all applicable fees and charges.
- (d) If we debit the Nominated Account in accordance with this clause and the nominated account contains insufficient funds, then the debit transaction of a fee, may be reversed and you will be regarded as not having made the transaction.
- (e) You will pay on demand the amount of any debt you owe to us in connection with this agreement which remains unpaid.
- (f) We may set-off any amount due for payment by you to us against any amount due for payment by us to you.

9. Account Analysis and Fee Statement.

- (a) We will make available on a monthly basis a billing statement in the form of an Account Analysis and Fee Statement itemising all fees, charges, taxes and expenses payable by you for the previous month.
- (b) A copy of the Account Analysis and Fee Statement may also be sent to the nominated billing account holder (where you are not the account holder of the Nominated Account).

Terms (continued)

- (c) Sometimes we get things wrong. Where we do, we will work to make things right. You will not be liable for any fees and charges that we incorrectly charge contrary to our applicable terms and conditions. Please check the entries listed in your Account Analysis and Fee Statement regularly, and if you see an error please contact us immediately.

10. No dealings.

You must not assign or otherwise deal with your rights under this agreement without our prior written consent (which consent will not be unreasonably withheld).

11. Variations.

11.1 We may change the terms of this agreement at any time. We will notify you in writing (electronically or via post) of changes as soon as reasonably possible unless we believe the change is unfavourable to you in which case we will give you at least 30 days' notice. You may terminate this agreement by giving us written notice at any time before such variation takes effect. Any such termination under this clause 11 will take effect on the day before the date notified by us that the variation takes effect.

11.2 If we give notice of changes 'electronically', we will give the notice by:

- electronic communication to your nominated email address, or
- making particulars of changes available on our website westpac.com.au.

If we give you notice 'via post', we will send it to the most recent address you have given us. Where we send written notice by ordinary mail, we will regard that notice as given 6 Business Days after we post it.

11.3 Advance notice may not be given where a change is necessitated by an immediate need to restore or maintain the security of our systems, or where you cannot be reasonably located.

12. Waiver.

12.1 A provision or a right created under this agreement cannot be waived except in writing signed by the party granting the waiver.

13. Indemnity.

(a) Subject to the other party's compliance with clause 13(b), each party ("Indemnifying Party") agrees to indemnify and hold the other party and its employees and agents harmless against any and all losses, expenses, claims, suits, demands, actions, and proceedings including all reasonable legal and other related fees or charges ("Liability") which the other party may suffer or incur or for which the other party may become liable as a result of:

- (i) any negligence, misrepresentation or fraud on the part of the Indemnifying Party, its employees, agents and independent contractors with respect to the performance of its obligations or the exercise of any of its rights under this agreement;
- (ii) any claim by a Payer Customer, Biller Institution, Payer Institution, the CIP, BPAY or any other person for any breach by the Indemnifying Party of any applicable laws or this agreement; or
- (iii) any use of the Marks by the Indemnifying Party other than as permitted by this agreement, except to the extent that such Liability arises or is incurred by the other party by reason of any act or omission on its part mentioned in clause 13(a)(i) to (iii) (inclusive).

(b) In the event a claim is made against a party in respect of which it is entitled to be indemnified pursuant to clause 13(a), that party must:

- (i) give notice of any such claim to the other party;
- (ii) consult with the other party in relation to any such claim and use its best endeavours to appoint counsel acceptable to both parties but without an obligation to do so; and
- (iii) not settle any claim without obtaining the prior written consent of the other, such consent not to be unreasonably withheld.

(c) Subject to clause 13(f), we are not liable to you for any loss or damage suffered by you as a result of the failure or disruption of any process or computer beyond our reasonable control unless the loss or damage results from a breach of this agreement by us.

(d) Subject to clause 13(f), our liability to you to in connection with BPAY Payments for a missing or erroneous payment not caused by our fraud, wilful misconduct or negligence is limited to reimbursing or waiving any costs or interest which would ordinarily not be payable had the error not occurred (such as fees ordinarily charged to you in connection with any late payment, or any other expenses which you may incur including under any law as a result of the error, but excluding any indirect, special or consequential loss, Costs or damages), unless we are able to recover a higher amount from a third party responsible for the missing or erroneous payment, in which case our liability is limited to the amount that we recover from the third party.

Terms (continued)

- (e) For the purposes of this clause, loss or damage includes any consequential or economic loss or damage.
- (f) Nothing in this agreement excludes, restricts or modifies any rights or remedies, or guarantees, conditions or warranties, that are implied or imposed by law in relation to contracts for the supply of goods or services that may not be excluded, restricted or modified at all or only to a limited extent (Prescribed Terms).
- (g) Our liability for breach of a Prescribed Term is limited where permitted by law to, at its discretion, either supplying the service again or paying the cost of the re-supply.

14. Governing law.

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

15. The Banking Code of Practice.

- (a) The Australian Banking Association's banking code of practice as updated, and adopted by us, from time to time (Banking Code) sets out the standards of practice and service in the Australian banking industry for individuals and small business customers, and their guarantors who are individuals.
- (b) If we provide you with a 'banking service' and you are an 'individual' or a 'small business' (each term as defined in the Banking Code), the relevant provisions of the Banking Code apply to the banking services referred to in this document. This means that we will comply with the Banking Code, where it applies to the banking services provided to you. You can view a copy of the Banking Code of Practice on our website or contact us for assistance.
- (c) You can obtain a copy of the Banking Code from our website or contact us for assistance. Please let us know if you would like to discuss whether or not the Banking Code will apply to you.
- (d) The Biller recommends that its customers:
 - (i) inform Westpac promptly if they are in financial difficulty; and
 - (ii) carefully read the terms and conditions applying to each banking service including this agreement.

16. Privacy Statement.

All personal information and credit-related information (if applicable) we collect about you is collected, used and disclosed by us in accordance with our Privacy Statement which is available at westpac.com.au/privacy/privacy-statement or by calling us through your relationship manager or Westpac representative. Our Privacy Statement also provides information about how you can access and correct your personal information, and make a complaint. You do not have to provide us with any personal information or credit information (if applicable) but, if you don't, we may not be able to process an application or a request for a product or service.

Where individuals engage with us in relation to products and services for our business, corporate or institutional customers (for example, as representative, administrator, director, corporate officer, signatory, beneficiary or shareholder of one of our customers) our Privacy Statement will be relevant to those individuals where we collect and handle their personal information. For example, where we collect their personal information to verify their identity or collect their signature as a signatory on a corporate account.

17. Privacy Obligations.

To the extent that it applies to you, you must comply with the Privacy Act 1988 (Cth) in relation to any personal information you provide to Westpac in connection with this Agreement, and if you engage in activities in a jurisdiction other than Australia, you must comply also with the applicable privacy laws in that jurisdiction.

18. External Service Providers.

We may subcontract any of our rights and obligations to another person in Australia or overseas, although Westpac will remain responsible for such obligations.

We may disclose or share any information you provide to us with any such person. With respect to any personal information, details of the countries where the overseas recipients are likely to be located is contained in the Westpac Privacy Statement which is available at westpac.com.au/privacy/privacy-statement (as updated from time to time).

19. Anti-Money Laundering and Counter-Terrorism Financing.

For the purposes of this clause 'Sanction Jurisdiction' means a jurisdiction listed at westpac.com.au/osaccess

In some circumstances, including where we consider it reasonably necessary to meet our regulatory and compliance obligations (including those relating to anti-money laundering and counter-terrorism financing) or to manage associated risk, we may, without giving you notice: delay, block, freeze or refuse a transaction.

Terms (continued)

Examples of when we may take these measures include where we have reasonable grounds to believe that:

- a transaction may breach Australian law or sanctions (or the law or sanctions of any other country); or
- a transaction involves a payment to, from or through a Sanctioned Jurisdiction; or
- the services provided to you under this agreement are being used in a manner we reasonably consider is unsatisfactory, fraudulently or in a way that might cause you or us to lose money; or
- you do not provide us with any document or information we reasonably request from you.

We may take these measures for as long as we reasonably need. Westpac and its correspondents are not liable for any loss you suffer (including consequential loss) in connection with the relevant product(s).

You provide us with the following undertakings and indemnify us against any potential losses arising from any breach by you of such undertakings:

- you must not initiate, engage in or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country) or that involves a payment to, from or through a Sanctioned Jurisdiction;
- the underlying activity for which any product is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country); and
- you will not access or use the services provided to you under this agreement in a Sanctioned Jurisdiction.

You should also be aware that:

- we may from time to time require additional information from you to assist us to comply with our regulatory and compliance obligations or to manage associated risk; and
- where legally permitted to do so, we may disclose the information gathered to regulatory and/or law enforcement agencies, other banks, other members of the Westpac and its related bodies corporate, service providers or to other third parties.

20. Goods and services tax.

- (a) Unless otherwise stated, the amounts payable to us under this agreement do not include any GST.
- (b) To the extent that anything done or to be done by us under or in connection with this agreement constitutes a taxable supply for the purposes of any GST legislation, the amounts expressed in this agreement as payable or to be provided in relation to that supply will, unless specifically expressed to include GST, automatically increase to include an additional amount on account of GST. Such amount will be calculated by multiplying the value of the amount payable or to be provided by you for the relevant taxable supply by the prevailing GST rate. Any additional amount paid or payable on account of GST will be calculated and will be payable by you without any deduction or set-off of any amount payable by us to you. If the GST rate changes, any amount expressed to include GST will change accordingly.
- (c) If, after a supply is made under this agreement, it is determined on reasonable grounds that the amount of any GST paid or payable by us to the Commissioner of Taxation on that supply differs for any reason from the amount of GST recovered from you the amount of GST recovered or recoverable from you will be adjusted by us repaying to you the amount of the overpayment or by you paying to us the amount of the underpayment, as the case may be.