

Biz Invoice.

BPAY Sub-Biller Agreement Terms and Conditions.

Effective as at 1 September 2019

Help when
it matters



This Agreement sets out the terms and conditions of how you will be provided and Your use of a Biller Code, and Your obligations in the use of BPAY Payments with Biz Invoice to facilitate payment of invoices by Your customers.

Contents.

1. Authority.	4
2. General requirements.	4
3. Requirements regarding receiving Payments and making Adjustments.	4
3.1 General.	4
3.2 Fixed Payment Bills.	5
3.3 Requirements relating to Adjustments.	5
3.4 Allocation of Biller Code.	6
4. Promotions, advertising and use of Marks.	6
5. Suspension and termination.	7
5.1 Suspensions and terminations for default.	7
5.2 Consequences of termination.	7
6. Privacy.	8
7. Customer representations and warranties.	8
8. Definitions.	8
Attachment A – Standards Manual	10
BPAY Logo.	10
Logo Colourways.	10
Bill Configurations.	10
Important Guidelines for Bill Configurations.	10
Approval of Bill Layout.	10
Aligning Logo and Customer Reference Box.	10
Preferred paper and electronic Bill Configurations.	10
A. Telephone & Internet Banking – BPAY®.	10
B. Telephone & Internet Banking – BPAY®.	10
C. QR Codes.	10
Telephone & Internet Banking – BPAY®.	10
Bill Design and the CRN.	11
Bill Changes.	11
Logo in Reverse.	11
BPAY® in Body Copy.	11
Use in Promotions.	11
Stand Alone Logo in Body Copy.	11
Isolation Guide.	11

1. Authority.

You authorise Westpac to:

- (a) accept Payments from your customers that are made in compliance with the Payment Methods and Limits (including BPAY Payments), and process Adjustments in connection with those Payments; and
- (b) credit and debit to the Nominated Account all amounts contemplated by this Agreement, including to effect Payments and Adjustments.

2. General requirements.

- (a) You must:
 - (i) provide all necessary information, authorisations and consents:
 - (A) to enable Westpac to effect Payments and implement Adjustments in relation to You;
 - (B) which are required to use Your name in reports or lists prepared or published by BPAY and by participants in BPAY Payments; and
 - (C) to enable Westpac to comply with its obligations in relation to BPay Payments and the Scheme;
 - (ii) do all things necessary to give effect to the authorisations and consent in paragraph 2(a)(i), including executing any documents and making all relevant disclosures to and obtaining necessary consents from its customers and otherwise assist Westpac to accept Payments from Your customers and credit and debit the Nominated Account all amounts contemplated by this Agreement;
 - (iii) not give Westpac any inconsistent authorisations, instructions or directions;
 - (iv) provide to Westpac all information reasonably requested by Westpac, including those relating to the billing arrangements with its customers, and notify Westpac of any changes to those details;
 - (v) not make any warranty or representation in respect of goods or services they supply which may bind Westpac, BPAY, or any other participant in BPAY Payments;
 - (vi) correctly credit to, or debit from, its customers the amount of each Payment and Adjustment, including as recorded on the Biller Information Files if such files are to be delivered directly to You in accordance with section 3.1(d); and
 - (vii) notify Westpac promptly if, for any reason, it becomes aware that it is unable to apply Payments and Adjustments in accordance with paragraph (vi).
- (b) Your participation in BPAY Payments must not bring the BPAY Payments or the Scheme into disrepute.

3. Requirements regarding receiving Payments and making Adjustments.

3.1 General.

- (a) You acknowledge and agree that:
 - (i) Payment Instructions received by Westpac after the Payment Cut Off Time will be processed on the next Banking Business Day;
 - (ii) Westpac will not be liable to You if for any reason beyond Westpac's control it does not receive the funds in respect of a Payment which Your customers have effected using BPAY Payments; and if Westpac has already credited the relevant Nominated Account with the relevant funds, it may debit the Nominated Account for the corresponding amount by way of an Adjustment; and
 - (iii) delays may occur in the processing of Payments for various reasons including because of public or bank holidays, Payment Instructions being received after the Payment Cut Off Time, another financial institution not complying with its obligations under the Scheme, or You on failing to comply with any obligations under this Agreement.
- (b) You must treat a Payment as having been received by You on the day Your customer gives the relevant direction to its financial institution to affect that relevant Payment. However, if Your customer gives a payment direction to its financial institution after the relevant Payment Cut Off Time, then You may treat the Payment as having been received the next Banking Business Day.

- (c) You acknowledge and agree that:
 - (i) You must maintain the Nominated Accounts with Westpac;
 - (ii) You must not link another bank account to the Biller Code;
 - (iii) Westpac will make Payments and effect Adjustments relating to You to and from that Nominated Account
- (d) If Biller Information Files are to be sent directly to You:
 - (i) Westpac will prepare and provide directly to You, Biller Information Files for transactions involving You and the Nominated Account; and
 - (ii) You must establish and maintain adequate procedures and systems for promptly receiving and processing Biller Information Files and to generate sufficient records to allow transactions through BPAY Payments to be traced, checked and, if an error occurs, to be identified and adjusted.

3.2 Fixed Payment Bills.

- (a) The invoices issued through Biz Invoice are a Fixed Payment Bill, and so You must ensure you do not change any such invoice so that it does not:
 - (i) prominently disclose on the invoice:
 - (A) the specified amount and/or specified date (as the case may be); and
 - (B) the statement in accordance with the Standards Manual which clearly discloses the fact that Payment in respect of the invoice must be made for the specified amount and/or the specified date and that failure to comply with those requirements may result in the Payment not being accepted; and
 - (ii) not discriminate between BPAY Payments and other Payment Methods available to its customers.

3.3 Requirements relating to Adjustments.

- (a) You:
 - (i) acknowledge that Adjustments will be processed in accordance with this Agreement and the Adjustments Summary Document;
 - (ii) immediately notify Westpac if You become aware:
 - (A) that You have received a Payment in error;
 - (B) of any Processing Error, Mistaken Payment or an Unauthorised Transaction involving a Payment which is processed or received by or on behalf of You; or
 - (C) of any other delays or mistakes in processing a Payment relating to You;
 - (iii) must use best endeavours to assist Westpac, BPAY and BPAY's service providers in effecting any Adjustment for a Payment that has been processed or received by You and which is required to be adjusted in accordance with the Scheme, including (where relevant) by confirming whether all or some of the funds which are the subject of an Adjustment are available in the relevant Nominated Account;
 - (iv) must, if Westpac notifies You of a Processing Error or an alleged Mistaken Payment or Unauthorised Transaction relating to You, immediately prevent the withdrawal or other application of funds held by You which comprises the original Payment (to the extent not already paid out by You to another party) until resolution of the matter;
 - (v) must keep your customers informed of the progress of all investigations and Adjustments. However, You are not required to notify your customers if You or Westpac reasonably determine that doing so will, or is likely to, compromise the integrity of the investigation or BPAY Payments more broadly;
 - (vi) must not deny any legitimate requests for Adjustments unless You have a genuine ground for refusing to do so. If You want to deny a request for an Adjustment, You must provide evidence to the reasonable satisfaction of Westpac demonstrating why the Adjustment should not be made;
- (b) If You do not respond to a query in relation to investigations or Adjustments within **two (2)** Banking Business Days of that query (or seven (7) Banking Business Days in the case of Unauthorised Transactions), Westpac may process or arrange for BPAY to process the Adjustment and debit the Nominated Account without further enquiry.
- (c) You may initiate a Refund to return all or part of a Payment which You have processed or received from Your customers.
- (d) You acknowledge that Your customers' liability may be limited under the ePayments Code where applicable.

3.4 Allocation of Biller Code.

- (a) On approval of Your application for a Biller Code, Westpac will:
 - (i) advise You that your application is successful via Biz Invoice;
 - (ii) apply your Biller Code to the invoices generated by Biz Invoice for which the application was made;
 - (iii) activate functionality in Biz Invoice for which the application was made to enable:
 - (A) You to opt to apply details for Your customers to make Payments using BPAY Payments for invoices generated by Biz Invoice; and
 - (B) allocation of a unique CRN to each invoice generated by Biz Invoice where You have opted to provide details for Your customers to make Payments using BPAY Payments.
- (b) You must not use the Biller Code provided to you on any other documents other than invoices generated using Biz Invoice.
- (c) You must not replicate the unique CRN on any invoice generated by Biz Invoice on any other document(s) or use it in relation to any other payment to You other than in relation to an invoice generated by Biz Invoice.

4. Promotions, advertising and use of Marks.

- (a) You must:
 - (i) inform your customers using materials which are provided or approved by Westpac and in a manner, which is not misleading, how they can use BPAY Payments;
 - (ii) not alter or remove any Marks on the invoices generated by Biz Invoice;
 - (iii) display the Marks on all billing stationery and/or on all relevant electronic platforms prominently and in accordance with the Standards Manual;
 - (iv) if You want to include the Marks in any invoices not generated using Biz Invoice which You may provide to Your customers, You must:
 - (A) obtain Westpac's approval for the form of each invoice You use; and
 - (B) include the Biller Code and the available Payment Methods and Limits in each invoice.
- (b) Notwithstanding paragraph 4(a), You may, from the date Westpac agrees to facilitate Your participation in BPAY Payments until the earlier of the date Biz Invoice next refreshes its invoices or 6 months, in lieu of complying with obligations under the paragraph 4(a) and the Standards Manual in relation to the display of Marks on Your invoice, include an insert accompanying Your invoices which feature the relevant Marks and which provide instructions to Your customers on how they can use the relevant Service.
- (c) You may use the Marks in the manner specified in this section 4 and the Standards Manual for the purposes of complying with paragraph 4(a) and otherwise advertising Your participation in, and promotion of, BPAY Payments.
- (d) You MUST NOT permit any other party to use the licences granted under this section 4. The licence granted under this section 4 will terminate immediately on termination of Westpac's right to sub-license use of the relevant Marks or on termination of this Agreement.
- (e) You acknowledge that:
 - (i) BPAY owns the Marks;
 - (ii) You will not contest or in any way impair any rights of BPAY to the Marks; and
 - (iii) at any time at Westpac's or BPAY's request to include a statement on any packaging, promotional or advertising materials used in connection with BPAY Payments, including any in electronic form, that the Marks are being used by Westpac under the control of and with the authorisation of BPAY and acknowledging BPAY's ownership of the Marks.
- (f) You must comply with all reasonable requests by Westpac in connection with its use of the Marks.
- (g) Any use of the Marks by You which is not in compliance with the requirements of this section 4 and the Standards Manual, and which is not promptly discontinued following written notice from Westpac to discontinue such use, must be regarded as adequate ground for termination of this Agreement.
- (h) You must use the appropriate symbols which confirm trademark registration or ownership in connection with the Marks, as required or consented to by Westpac or BPAY.
- (i) You must not use the Marks in such a way as to create an impression that the goods or services are offered or are sponsored, produced, offered or sold by Westpac or BPAY. You must not adopt "BPAY", "BPAY Payments" or any other Mark as any part of the name of Your business or apply it to any goods or services offered for sale.

- (j) You must notify Westpac immediately on becoming aware of any infringement, potential infringement or claim of infringement relating to the Marks. Where any such claim is made against You or Westpac, BPAY may take over the defence of such claim or proceedings. If BPAY does not do so, You must keep Westpac informed of all developments relating to that claim.
- (k) You must only use literature or promotional materials provided or approved by Westpac for the purposes set out in paragraph 4(c) or in accordance with the Standards Manual.

5. Suspension and termination.

5.1 Suspensions and terminations for default.

- (a) You acknowledge and agree that Westpac or BPAY may:
 - (i) procure the suspension or termination of this Agreement;
 - (ii) update Your status in BPAY Payments so that no transactions relating to You will be processed through BPAY Payments; and/or
 - (iii) take any other reasonable action,if Westpac or BPAY (as the case may be), suspect on reasonable grounds that You, Your customers, or someone acting of Your or Your customers' behalf, are:
 - (iv) being fraudulent;
 - (v) in breach of this Agreement, or are likely to cause Westpac to breach its obligations under the Scheme; or
 - (vi) using BPAY Payments in a manner that will, or is likely to, adversely affect the integrity, stability or reputation of BPAY Payments or the quality of services offered to end customers.
- (b) You acknowledge and agree this Agreements may also be suspended or terminated if:
 - (i) required under the BPAY Scheme Documents or are otherwise requested by BPAY;
 - (ii) Westpac's membership to the Scheme or its subscription to BPAY Payments is suspended, ceases or is cancelled for any reason;
 - (iii) You are in breach of any of Your obligations relating to and/or for the use of Biz Invoice.
- (c) You acknowledge and agree that BPAY or Westpac may impose additional procedural and/or reporting requirements in connection with Your participation in BPAY Payments in lieu of suspending or terminating this Agreement under this clause 5.

5.2 Consequences of termination.

- (a) If this Agreement is terminated, You must:
 - (i) immediately cease promoting BPAY Payments, including ceasing use of all affected Marks;
 - (ii) immediately advise its customers that they can no longer make Payments to You using BPAY Payments; and
 - (iii) continue to maintain the Nominated Account and continue to process Biller Information Files (if Biller Information Files are sent directly to You under section 2.1(d)) and otherwise comply with Your obligations under this Agreement in relation to the processing of Payments and Adjustments for a period of **sixty (60)** Banking Business Days after termination; and
 - (iv) upon Westpac's or BPAY's request, return or destroy:
 - (A) all stationary (including invoices) containing any affected Marks;
 - (B) Westpac's and BPAY's confidential information and Personal Information, which are in Your possession or control and which relate to this Agreement.
- (b) You acknowledge and agree that Westpac will no longer be obliged to accept Payments from Your customers or provide to any other services to You if this Agreement expires or terminates for any reason.

6. Privacy.

Without limiting section 2(a)(i), You must consent to Westpac disclosing to BPAY, its service providers, and such other participants involved in BPAY Payments such Personal Information relating to You and Your customers as is necessary to facilitate the provision of BPAY Payments to You.

7. Customer representations and warranties.

You represent and warrant to Westpac that:

- (a) You have all necessary power and authority to enter into this agreement and to perform Your obligations under it;
- (b) You will comply with all laws or industry codes applicable to You in its exercise of Your rights and performance of Your obligations under this Agreement; and
- (c) all information provided at any time by You to Westpac as contemplated by this Agreement is true and accurate at the time it is provided. You agree to provide updated or corrected information to Westpac if any of the information provided by You to Westpac at any time as contemplated by this Agreement is no longer true and accurate.

8. Definitions.

In this Agreement:

Adjustment means a transaction processed through BPAY Payments to reverse a previous Payment.

Adjustments Summary Document means Part 1 of the document provided with this Agreement referred to as the “Sub-biller Operations Manual” as varied or amended from time to time by Westpac giving You at least 30 days written notice before such change takes effect, and forms part of this Agreement.

Agreement means the terms of this document and the document headed “Sub-biller Operations Manual” provided to You at the same time as this Agreement

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

Biller Information Files means a file produced by us on a Banking Business Day, containing details of Payment Instructions processed on that day.

BPAY means BPAY Pty Limited ABN 69 079 137 518.

BPAY Payments means the electronic payments service promoted by BPAY and any other enhancement of or addition introduced by BPAY from time to time.

BPAY Payments Marks means has the meaning given in the Standards Manual

Biller Code means the unique numerical code or codes allocated to you by Westpac in accordance with this Agreement.

Biz Invoice means the invoicing function linked to the Nominated Account held by You and regulated by the Online Banking Terms and Conditions found at www.westpac.com.au/personal-banking/online-banking/

CRN means Customer Reference Number. This is a unique number created for each invoice generated by Biz Invoice and applied to each invoice where You have opted to provide details for Your customers to make Payments using BPAY Payments

Fraudulent Payment is a Payment that is made as a result of one of your customers being fraudulently induced into making the Payment.

Fixed Payment Bill means a Bill for which Payment needs to be made for a specified amount and/or by a specified date.

Marks means the BPAY Payments Marks and the Service Specific Marks

Mistaken Payment means a Payment that is made incorrectly as a result of an erroneous payment direction given by one of your customers.

Nominated Account means the account linked to the Biz Invoice function which will be credited Payments, credited or debited as necessary for Adjustments, and debited for fees.

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

Payment means a payment made, or to be made, by or on behalf of Your customers to You through BPAY Payments and which is credited, or to be credited, to a Nominated Account.

Payment Cut-Off Time means the time on a Banking Business Day set from time to time by your customers' financial institution as the time by which that financial institution must receive a direction from that customer for it to be included in a Payment Instruction processed by it or sent to BPAY on that day.

Payment Instruction means either an instruction given by or on behalf of your customer's financial institution to affect a Payment or an Adjustment through BPAY Payments.

Payment Methods and Limits means the payment methods and limits specified by us from time to time at westpac.com.au/business-banking/biz-invoice/help-support/setup-bpay.

Processing Error means a Payment that is made incorrectly as a result of an error by us, another financial institution, BPAY or any of their service providers.

Refunds means a request to refund part or all of a Payment made by one of your customers.

Service Specific Marks means the BPAY View Marks and any other trademarks which are specific to a particular Service

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

Standards Manual means the BPAY Payments Standards Manual issued by BPAY, prescribing the way in which the Marks may be represented in connection with BPAY Payments (as may be amended from time to time). The Standards Manual as at the date of this Agreement is set out at Attachment A.

Systems includes hardware, software, configurations and technical processes.

Unauthorised Transactions means any Fraudulent Payment or Payment that is otherwise made without the authority of Your customer who was purported as having given the relevant authority.

Westpac means Westpac Banking Corporation (ABN 33 007 457 141) AFSL and Australian credit licence 233714

You or Your means the owner of the Nominated Account and any person or entity the owner of the Nominated Account allows access to and operation of the Biz Invoice function connected to the Nominated Account.

Attachment A – Standards Manual

BPAY Logo.

The logo is composed of the BPAY “B” device and the word “PAY” reversed out of the background colour. When the logo is to be used on a colour background a keyline version is to be used.



White background



Coloured background

The relationship between these elements is fixed and must not be altered.

Logo Colourways.

The BPAY colour using Pantone® Colour Matching System is PMS 2768c:

Cyan: 100%, Magenta: 83%,

Yellow: 0%, Black: 56%

All elements of the logo must always appear in one colour.

When the full colour version cannot be used, due to printing or media limitations, black is the preferred single colour. If this option is not available and the single colour to be used is not black or the BPAY Blue approval must be sought by the BPAY Scheme via your Financial Institution.

Bill Configurations.

The vertical logo format, customer reference box and payment method advice should be used for all applications. This must be located in a prominent position on the bill, to be clearly visible and easily located.

The payment method advice must be co-located with the logo and customer reference box.

The horizontal logo format may be used only when, due to space or layout restrictions, the vertical format cannot be applied.

Important Guidelines for Bill Configurations.

The Minimum Vertical Standard for the logo is 10mm.

The Minimum Horizontal Standard for the logo is 8mm.

If billers do not accept all payment methods, they must modify the payment method advice to reflect only those offered.

Alternative copy for the payment method advice may be submitted to your financial institution for approval.

Approval of Bill Layout.

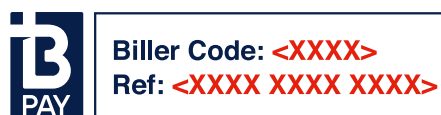
Final bill layout must be approved by your financial institution before going to print.

Aligning Logo and Customer Reference Box.

Align the customer reference box to the depth of the total BPAY logo. Allow sufficient space between the two boxes, by measuring from the minimum encroachment area and extend to the width of the paragraph.

Vertically centre the biller code and customer reference number within the customer reference box.

Type is to be bold and set in the style of the bill's general text.



Type size must be maximised to the allocated area of the customer reference box; no smaller than the surrounding text.

The preferred bill configurations are shown as Samples A & B.

Preferred paper and electronic Bill Configurations.

A. Telephone & Internet Banking – BPAY®.

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au



B. Telephone & Internet Banking – BPAY®.

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au

C. QR Codes.

When using QR codes the QR code must appear to the right of the customer reference box.

Telephone & Internet Banking – BPAY®.

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. To use the QR code, use the reader within your mobile banking app. More info: www.bpay.com.au

Bill Design and the CRN.

The BPAY logo, the Biller Code, which is unique to the biller, and the Customer Reference Number (CRN), which is unique to the customer, are important components of the bill.

BPAY information on the bill is specific to BPAY and quite different to other bill payment methods such as over-the-counter payments.

The CRN **must** have a check digit calculation applied.

The BPAY CRN is **not** the same as the CRN in a MICR line or barcode.

There is **no** relationship between the Biller Code and the Customer Reference Number.

There is no requirement for the Biller to zero-fill the Customer Reference Number to a standard length.

Bill Changes.

Billers must notify their Biller Institution if they make changes to:

- Location of the CRN
- CRN Validation Rules
- Check Digit Rules and/or Check Digit Parameters
- CRN Name
- CRN valid lengths
- Location of the Biller Code

Logo in Reverse.

Where it is necessary to reproduce the logo on a dark background, the standard as shown is to apply.



BPAY® in Body Copy.

Wherever BPAY® appears as a proper noun in body copy, the following applies:

Variations to the word mark are prohibited. BPAY must be used as one term and never be abbreviated or used in the plural.

BPAY is always upper case. No space between 'B' and 'PAY'.

When the word mark is used in body copy, the 'PAY' is always 85% of the size of the 'B'. As a guide, if 'B' is 16 points, 'PAY' should be 13.6 points (or naturally rounded, if necessary). If 'B' is 13 points, 'PAY' should be 11 points.

Where there are layout restrictions the wordmark BPAY can be used, where all letters are upper case and in the same point size.

Arial typeface to be used wherever possible.

The trademark symbol ® must be shown with the first mention of BPAY in body copy.

The footnote to the trademark is:

® Registered to BPAY Pty Ltd ABN 69 079 137 518

Correct:

BPAY®, BPAY®, BPAY, BPAY

Incorrect:

Bpay, BPay, B-pay, b-pay, bpay

Use in Promotions.

Billers may use the BPAY word mark and logo in a promotional context such as in advertisements, inserts or merchandising. The design must be submitted to your financial institution for approval.

Stand Alone Logo in Body Copy.

Copy type may run around the logo, but must not encroach on the isolation area of the logo. Refer to the Isolation Guide for measurements.

Sample



Isolation Guide.

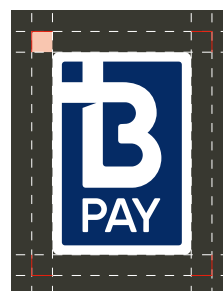
The isolation area denotes the space around the logo in which no other type or graphic elements can encroach. It does not refer to the background colour when the logo is reversed.

The 'box' in the upper left hand corner of the logo is equal to one unit. The isolation area for the logo is 1 unit (as specified) around the entire logo.

Note: 1 unit = 1/6th of the width of the logo



White background



Dark Background

Help when
it matters

