

Privacy Statement

Personal information

In order to process this form for a product or service for the organisation of which you are a representative or signatory, or to provide or manage the provision of that product or service, we may collect personal information about you from you or that organisation. We may also use your personal information to comply with legislative or regulatory requirements in any jurisdiction, prevent fraud, crime or other activity that may cause harm in relation to our products or services and help us run our business.

If you do not provide all the information we request, we may need to reject this form or we may no longer be able to provide that product or service.

We may disclose your personal information to other members of the Westpac Group, anyone we engage to do something on our behalf, and other parties that assist us with our business.

We may disclose your personal information to an entity which is located outside Australia. Details of the countries where the overseas recipients are likely to be located are in our privacy policy.

As a provider of financial services, we have obligations to disclose some personal information to government agencies and regulators in Australia, and in some cases offshore. We are not able to ensure that foreign government agencies or regulators will comply with Australian privacy laws, although they may have their own privacy laws. By using our products or services, you consent to these disclosures.

We are required or authorised to collect personal information from you by certain laws. Details of these laws are in our privacy policy.

Our privacy policy is available at westpac.com.au or by calling 132 032. It covers:

- how you can access the personal information we hold about you and ask for it to be corrected;
- how you may complain about a breach of the Australian Privacy Principles or a registered privacy code and how we will deal with your complaint; and
- how we collect, hold, use and disclose your personal information in more detail.

We will update our privacy policy from time to time.

Other acknowledgements and consents

We may confirm the details of the information provided in this form.

Where you have provided information about another individual, you must make them aware of that fact and the contents of the Privacy Statement.

We will use your personal information to contact you or send you information about other products and services offered by the Westpac Group or its preferred suppliers. Please call us on 132 032, call your Client/Customer Manager or visit any of our branches if you do not wish to receive marketing communications from us.

Our reporting obligations

We are required to identify certain US persons in order to meet account information reporting requirements under local and international laws.

If you or (where you are applying on behalf of the organisation) the organisation and/or any office bearer* of the organisation and/or any individual who holds an interest in the organisation of more than 25% (a Controlling Person) are a US citizen or US tax resident, you must telephone 1300 658 194 at the time of completing this form. When you contact us you will be asked to provide additional information about your US tax status and/or the US tax status of the organisation and/or any Controlling Person which will constitute certification of US tax status for the purposes of this form.

Unless you notify us that you or (where you are applying on behalf of the organisation) the organisation and/or any Controlling Person are a US citizen or US tax resident as specified above, by completing this form you certify that you or (where you are applying on behalf of the organisation) the organisation and/or any Controlling Person are not a US citizen or US tax resident.

If at any time after account opening, information in our possession suggests that you, the organisation and/or any Controlling Person may be a US citizen or US tax resident, you may be contacted to provide further information on your US tax status and/or the US tax status of the organisation and/or any Controlling Person. Failure to respond may lead to certain reporting requirements applying to this account.

*Director of a company, partner in a partnership, trustee of a trust, chairman, secretary or treasurer of an association or co-operative.

Definitions in this Privacy Statement

"We", "our", "us", means Westpac Banking Corporation ABN 33 007 457 141. "Westpac Group" means Westpac Banking Corporation and its related bodies corporate, from time to time.

Acknowledgement

The Customer acknowledges that if it has provided information about individuals, such as employees, in this form it will advise them that it has supplied their information to the Bank and make them aware of the information provided in the above Privacy Statement.

Facility Details

^Type of service required (tick ✓ all applicable)

Payroll
 Creditor
 Payments Plus
 Self balancing
 GDES (government only)
 PPS

^Means of lodging file with Westpac: (tick ✓ one)

Corporate Online
 Direct Link
 Qvalent
 WIBS
 Online Banking

Corporate Online Organisation Name that the User ID is to be loaded to:

Merchant ID (credit card payments) ► Merchant ID number

*Account to be debited with the value of Direct Entry Files (the "Nominated Account")

Note: If an account is part of a Debt and Interest set off arrangement, DE will only look at the available funds in the nominated account. For segment accounts, funds must be cleared & available in the nominated account before (same day) the file is sent.

*BSB (drawing account)

*Account number

*BSB (fee account)

*Account number

User Preferred Specification (UPS Name)

Is this a new customer or do you need to change the UPS Name..... Yes No

*Name to be used to identify the Customer's File (i.e. the UPS (User Preferred Specification))

(e.g. JOHN SMITH PAYROLL) Max 26 characters – one character per box – spaces acceptable

Limit Details

*Type of request (please select only 1 option below)

- New Direct Entry Service Complete Section 1 or 2
 Increase existing Direct Entry Limit..... Complete Section 1 or 2
 Decrease in existing Direct Entry Limit..... Complete Section 1 or 2
 Switch existing Limit from TNA to TAC..... Complete Section 1 Only
 Switch existing Limit from TAC to TNA..... Complete Section 2 Only

Section 1 – *For Westpac drawing account ONLY*

Transaction Activity Cap (TAC) Limit required per File
 (Non-credit limit)

The Customer acknowledges that Westpac is not obliged to process any transaction contained in a Direct Entry file which would cause the total of all such transactions processed to exceed the TAC.

Section 2

Transaction Negotiation Authority (TNA) Limit required
 (Credit limit requires Westpac Credit Approval)

Per day Per fortnight Every two months Half yearly
 Per week Per month Per quarter Yearly

The Customer authorises Westpac to accept, (or, if another Financial Institution is nominated above, authorise that institution to accept) from the Customer or its nominated bureau, files which include credit items on behalf of the Customer and to act on such items to the value of the processing limit, limit frequency and period specified and draw on the Nominated Account for the total value of those items (and in the case of the other institution, its charges) without the need, in any case, to ascertain whether there are sufficient clear or available funds in the Nominated Account.

Credit User Application

TO: Westpac Banking Corporation ABN 33 007 457 141, ('user FI') and to Participating member and Appointer (as those expressions are defined in the regulations of the Bulk Electronic Clearing System (CS2)) which from time to time participates in the Bulk Electronic Clearing System (CS2) ('BECS')

Name (Credit User)

ABN

HEREBY APPLIES to become a Credit User in BECS from time to time operated by the Participating Members (which include the User FI).

The Credit User HEREBY ACKNOWLEDGES that the User FI is at liberty to accept or decline this Credit User Application. If the Credit User Application is accepted by the User FI and any financial institution thereafter accepts and acts on instructions given by the Credit User in connection with BECS by use of that financial institution's BSB Number, the Credit User AGREES that in consideration thereof, subject to any warranties implied by statute into a contract for the supply of services between the User FI and the Credit User which cannot be excluded, restricted or modified by a term of the contract, it shall become bound to each such financial institution in the following manner:

1. The Credit User shall comply with all the obligations of a Credit User of BECS as advised by the User FI and any amendment, modification or replacement thereof from time to time issued by the User FI or by any other participating Member or Appointer which may hereafter become the User FI in respect of the Credit User.
2. The Credit User shall obtain from every customer of a financial institution whose account the Credit User wishes to instruct that financial institution to credit through BECS, the correct title and account number of that customer's account, and shall correctly include such particulars in the acceptable media containing the Credit User's instructions.
3. The Credit User hereby agrees to indemnify and keep indemnified each Participating Member and Appointer, which from time to time participates in BECS, from and against all losses, outgoing, demands, damages, actions, suits and proceedings whatsoever, arising directly or indirectly out of or in connection with any failure by the Credit User, or a bureau acting for the Credit User, to observe any obligations of a Credit User in respect of BECS.
4. If the Credit User with the prior written approval of the User FI engages a Bureau to prepare and/or lodge acceptable media by which the Credit User's instructions are given to a financial institution, the Credit User's obligations will not be in any way affected by its engagement of a Bureau or the User FI's approval thereto.
5. The performance of the Credit User's obligations in respect of BECS may be enforced by any Participating Member or Appointer which from time to time participates in BECS or by the User FI on behalf of any of them.
6. The termination by Participating Member or Appointer of the direct credit arrangements between the Credit User and that financial institution will not affect the Credit User's obligations in respect of BECS to each Participating Member or Appointer which from time to time participates in BECS.
7. All implied conditions and warranties (*statutory or otherwise*) except for warranties or conditions implied by law upon the User FI which are not capable of being excluded are hereby excluded from the agreement between the Credit User and the User FI in respect of BECS and save as aforesaid there are no understandings, agreements, representations, conditions or warranties expressed or impliedly given by the User FI, not specified herein, which relates to BECS or the services to be provided by the User FI or any Participating Member or Appointer pursuant to BECS.
8. The Credit User acknowledges that:
 - a. All Credit items received by a Ledger FI will be processed in accordance with the BECS Procedures;
 - b. A Ledger FI is entitled to rely solely on the Account Number Details provided by the Credit User when processing Credit Items received from the Credit User;
 - c. A Ledger FI is not required to check that the Account Number Details provided by the Credit User are correct or that the account name provided by the Credit User corresponds with the name of the holder of the account maintained by the Ledger FI; and
 - d. The Credit User shall not be entitled to make a claim against the User FI or any Participating FI (*including the Ledger FI*) if the Credit Item has been processed in accordance with the Account Number Details provided by the Credit User

(*Note: for the purpose of this clause, Account Number Details means the BSB number and the account number or, in the case of a Ledger FI which has a unique account numbers system, the account number only.*)
9. The Credit User certifies that the foregoing undertakings are within the powers of the Credit User to give.
10. All capitalised terms used in this Credit User Application have the same meaning as in the BECS Procedures or the BECS Regulations unless otherwise defined in this Credit User Application.
11. All clause references are references to this Credit User Application unless stated otherwise.

Undertakings applicable to both TAC and TNA Limits

The Customer;

- undertakes to have sufficient available and clear funds in the Nominated Account to cover all drawing before transmitting a file;
- acknowledges that Westpac in its absolute discretion give priority to drawings for Direct Entry files transmitted over any cheques or other mandate or authority drawn or given now or in the future in respect of the Nominated Account;
- accepts responsibility to ensure that the contents of each Direct Entry file lodged by it or on its behalf is accurate and that it performs appropriate reconciliation promptly and agrees that Westpac will not be liable for any fraud or errors committed by the Customer, its servants or agents including any bureau it may use (if any);
- agrees that a TAC or TNA Limit may be cancelled at any time by Westpac or the Customer on the giving of written notice to the other but without prejudice to liabilities, if any, incurred up to the date of receipt of such notice; and
- agrees that if, at any time, Westpac agrees to a temporary increase in a limit, the terms applying to the limit prior to the increase will continue to apply.

Code of Banking Practice

- (a) Where the banking service governed by this application is provided to the Customer as a customer of Westpac's Institutional Bank, the Code of Banking Practice ("Code") will not apply to the banking service.
- (b) Where the banking service governed by this application is provided to the Customer by other than Westpac's Institutional Bank:
- (i) If the Customer is or, during the currency of the banking service governed by this application becomes, a small business as defined in the Code it will promptly advise Westpac. If the Customer is a small business as defined by the Code, each relevant provision of the Code will apply to the banking service governed by this application from the date Westpac adopts that provision.
- (ii) Information for small business customers about:
- (A) Westpac's account opening procedures and processes, liabilities and terminology to do with cheques;
- (B) Westpac's general obligations regarding the confidentiality of the Customer's information;
- (C) external complaint handling procedures;
- (D) processes, liabilities and terminology to do with bank cheques;
- is available on request from Westpac's Transactional Banking Client Managers and Westpac branches.
- (iii) Westpac recommends that its customers:
- (A) inform Westpac promptly if they are in financial difficulty; and
- (B) carefully read the terms and conditions applying to each banking service including this application.
- (iv) If Westpac wishes to introduce a new fee or charge under this application (*not a variation to an existing fee or charge*) Westpac will give the Customer at least 30 days written notice.
- (v) If Westpac wishes to vary an existing fee, Westpac will provide the Customer with written notice of the variation no later than the day on which the variation will take effect.

Customer Signature

We acknowledge and confirm information provided within the credit user form and the credit user application.

*Signed for and on behalf of

*ABN

*Date

*By Name of representative

*Title (e.g. Director/Secretary)

Signature

* And: Name of Representative

*Title (e.g. Director/Secretary)

Signature

