



# Direct Entry Mixed User

**Note:** Please complete all required sections in **BLOCK LETTERS**. If all required fields on the form are not completed, the request will be returned which will delay the process. This application incorporates the provisions of the PDS to the extent that they are relevant to Credit and Debit Users. For further information, please refer to [westpac.com.au/pds](http://westpac.com.au/pds)

## Direct Entry Mixed User Form.

To be completed by each Customer wishing to:

- become a Mixed User (tick ✓ “New” and complete all asterisked fields and any other applicable field);
- amend current details as a Mixed User (tick ✓ “Amend” and complete User ID and amended details); or
- cease to be a Mixed User (tick ✓ “Delete” and complete User ID, Full Legal Name & ABN only).

☐ New Facility    ☐ Amend Facility    ☐ Delete Facility    ☐ Delete Credit Service **only**    ☐ Delete Debit Service **only**

Before completing the form, Customers should read the sections titled “Privacy Statement” and “Acknowledgements” below.

### Customer details

User ID (existing Direct Entry customers only)

Service No. (existing only)

Full legal name

Full business address\*

Mailing address (if different from business address)\*

ABN\*

Business e-mail address\*

In case the Bank needs to contact the customer in relation to its Direct Entry file processing or Direct Debit Claim queries:

### Direct Entry File processing contact

Title\*      Name\*

Position\*

Contact phone number\*

Email address

### Direct Debit Claims contact

Title\*      Name\*

Position\*

Contact phone number\*

Email address

## Privacy Statement (for individuals whose personal information may be collected – in this clause referred to as “you”)

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](https://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.

## 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.

## External service providers

We may subcontract any of our rights and obligations to another person in Australia or overseas.

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](https://westpac.com.au/privacy/privacy-statement) (as updated from time to time).

## Facility details

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

☐ Corporate Online    ☐ iLink    ☐ Qvalent

☐ Merchant ID (credit card payments) ➤ Merchant ID number

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))

[illegible]

(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      ☐ Increase existing TNA Limit      ☐ Decrease in existing TNA Limit

<input type="checkbox"/> Daily Transaction Negotiation Authority (Debit TNA)	Limit required	
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<input type="checkbox"/> Daily Transaction Negotiation Authority (Credit TNA)	Limit required	
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☐ Self Balancing

The Customer authorises Westpac to accept from the Customer files which include Credit and/or Debit 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 without the need, in any case, to ascertain whether there are sufficient clear or available funds in the Nominated Account. All Mixed facility files are Same Day Direct Debits.

## Mixed 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 ("Customer", "Credit User", "Debit User", "we" or "us")

ABN

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### Rate of Direct Debit Returns.

For Same Day Direct Debits, you need to ensure your rate of Direct Debit Returns (the total value of transactions within a Direct Debit File that are rejected by Westpac or the recipient bank) is less than 15% of the total value of transactions submitted for the calendar month immediately prior to the month of the Direct Debit Request. Westpac will continue to monitor the rate of Direct Returns for each facility, and if the Direct Debits Returns exceeds 15% of the total file value Westpac may in its reasonable discretion change the terms of your facility from same day to 3 day Direct Debit by providing you 30 days' written notice.

## Credit User Application

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, reasonable outgoings, demands, damages, actions, suits and proceedings in connection with any failure by the Credit User, or a bureau acting on behalf of for the Credit User, to observe any obligations of a Credit User in respect of BECS, except to the extent that the action, suit, proceeding, demand, damage, loss or outgoing was caused by the fraud, negligence or wilful misconduct of the Participating Member or Appointer, or a person acting on behalf of either the Participating Member or Appointer.
  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.

## Debit User Application

We (The Customer) request that you establish a Direct Entry Transaction Negotiation Authority (hereinafter call 'the Authority') on our behalf, authorising the Bank to accept Direct Debit files lodged by us.

Any amendment or temporary changes required to the value or interval will be advised by either of us in writing.

In consideration of you granting this request you are hereby authorised to credit the nominated account with all drawings raised under the Authority. It is hereby acknowledged that you (Westpac) may in its reasonable discretion give priority to drawings under the Authority over any cheques or other mandate or authority drawn or given now or in the future in respect of the nominated account.

We accept that it is our (The Customer) responsibility to ensure that the contents of any debit files lodged by us or on our behalf are accurate and that we perform appropriate reconciliations promptly. You will not be liable for any fraud or errors committed by us, our servants or agents.

This facility may be suspended or terminated, under reasonable discretion, at any time by either of us by giving 30 days' written notice but without prejudice to liabilities, if any, incurred hereunder prior to the date of receipt or such notice written.

## Undertakings applicable to TNA Limits

The Customer;

- acknowledges that Westpac in its reasonable discretion will 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;
- agrees that a TNA Limit may be amended or cancelled, under reasonable discretion at any time by Westpac or the Customer on the giving of 30 days' 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.

## Banking Code of Practice

We have adopted the latest Banking Code of Practice (Banking Code) published on the Australian Banking Association's website. The Banking Code sets out the standards of practice and service for Australian banks to follow when dealing with certain customers.

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, that is current as at the date you take out the banking service, will apply in addition to, and prevail to the extent of any inconsistency with, this application form.

You can obtain a copy of the Banking Code from our website or any of our branches. Please let us know if you would like to discuss whether or not the Banking Code will apply to you. Our contact details are set out on our website.

Westpac 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 application form.

If Westpac wishes to introduce a new fee or charge (or vary an existing fee or charge) under this application, Westpac will give the Customer at least 30 days' written notice. For any other change to a term or condition that applies to each banking service and this application, Westpac will notify the Customer of the change as soon as reasonably possible, or, if Westpac believes the change is unfavorable to the Customer, Westpac will give the Customer at least 30 days' written notice.

### Customer signature

☐ We acknowledge and confirm information provided within this application.

Signed for and on behalf of\*

ABN\*

Date\*

By Name of representative\*

Title\* (e.g. Director/Secretary)

Signature

Date

And: Name of Representative\*

Title\* (e.g. Director/Secretary)

Signature

Date

### BANK USE ONLY (Mandatory)

I confirm that the applicant's Signatures have been authenticated and are duly authorised.

For customers using Corporate Online to transmit Direct Entry files, I have verified that the CIS Key provided belongs to the Organisation in Corporate Online registering for this service

For customers applying for TNA Limits, I have verified that the applicant has been assessed by credit as being credit worthy and a limit has been approved.

☐ WIB ☐ Business Banking

**REMINDER:** for a WIB customer no Debit TNA limit is to be advised to the customer as it is no longer applied in the Direct Entry system.

Prepared by: Westpac Contact Name

Westpac Contact email address for copy of customer letter

Signature\*

Contact phone number

Date

Bank  
Stamp

COL Organisation CIS key (If using Corporate Online to transmit Direct Entry files)

(If the Full Legal Name does not match the COL Organisation Name please complete the Corporate Online Third Party Access Authority Form.)

**REMINDER:** You required to complete the billing arrangement for all NEW Customers or when you are making an amendment to the Fee Account.

Are you required to complete the billing arrangement in ORMB?

☐ Yes ☐ No

\*If 'yes', please provide your ORMB reference number\*

**BANK USE ONLY (Mandatory) (continued)**

The below person is confirming that all the information stated on this form is correct.

Checked/Authorised by\*

Signature\*

X

Date\*

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