Receivables Terms and Conditions

1 June 2026

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Details

Interpretation	The meanings and interpretation of the terms used in this document are set out below in clause 23. This agreement must be read in conjunction with: • Any Schedules applicable to the product(s) you have applied for, the schedules include definitions and interpretation of the words used. • Any style guidelines or specification documents applicable to the product(s) you have applied for.	
You	The entity specified in the Establishment Form, whose details are set out in the Establishment Form.	
We or Us	Name	**Commonwealth Bank of Australia**
	ABN	48 123 123 124
	Address	201 Sussex Street SYDNEY NSW 2000
Date of this Agreement	The date you sign the Establishment Form.	

General information

Customer information and privacy

1. Privacy Collection Notice

- Neither this notice "Privacy Collection Notice" nor our Group Privacy Statement (referenced in section 1.4) form part of any contract you have with us.
- By completing the Establishment Form, you acknowledge that you have read this Privacy Collection Notice.

1.1 What information we collect

In this clause, 'you' includes our customer and any person who holds office in an entity which is a customer. The Commonwealth Bank of Australia ('we') collect information about you (such as your name, address, contact details and identification documentation), and information about your interactions with us (such as transactions on your account). We may also collect publicly available information about you.

1.2 Why we collect your information and what we use it for

We collect your information because we are required to identify you in accordance with applicable anti-money laundering, financial crimes and sanctions laws, currency control regulations and in order to comply with taxation laws. We also collect it to establish and manage our relationship with you, including risk management and pricing, to meet our obligations in relation to external payment systems and under our arrangements with government agencies. If you do not provide your information, we may not be able to provide you with the products and services that you require.

We also use your personal information to identify and tell you about products and services that may interest you (unless you tell us not to). If you don't want to receive marketing information you can contact us using the details listed in the Group Privacy Statement or in Australia by calling 13 22 21 between 8am and 8pm (Sydney time), from Monday to Friday, and by speaking to your relationship manager.

You must give us accurate and complete information; otherwise you may be breaking the law and we may not be able to provide you with the products and services that you require.

If you change your personal details (such as your address, name or email address) you must tell us straight away.

1.3 Who we may exchange your information with

We may exchange your information with other members of the Group, who may use your information for any of the purposes we can. We may also exchange your information with third parties outside the Group: for example, your representatives, our service providers, other financial institutions, enforcement and government authorities, relevant public registers and payment system operators. Sometimes, it may be necessary to send your information overseas – for example, where we outsource functions overseas, send information to Group members overseas, where we need to complete a transaction on your behalf, or where this is required by laws and regulations. See our Group Privacy Statement for more information.

1.4 Our Group Privacy Statement

Our Group Privacy Statement is available on our website at **commbank.com.au** (search Privacy and follow the Group Privacy Statement link) or upon request from any branch of the Bank, and should be read in conjunction with the above. It contains further details about our information collection and handling practices, including information about: other ways we may collect, use or exchange your information; how you may access and seek correction of the information; and how to make a complaint about a breach of your privacy rights, and our complaint handling procedures. This statement also includes details of additional rights that may apply to you if you are located outside of Australia.

1.5 How to contact us about privacy concerns

For privacy-related enquiries, please contact us by:
Email: **CustomerRelations@cba.com.au**
Telephone: 1800 805 605, or
Writing: to the address in our Group Privacy Statement.

1.6 Witholding Tax

The Bank may be subject to laws or regulations in Australia or another country that affect your relationship with the Bank (eg laws that address taxation). So that we may comply with our obligations under these laws or regulations, we may:

- Requires you to provide information about you or your product;
- Disclose any information we are required to concerning you (including sending your information overseas);

2. Privacy Consent

If you give us your electronic and telephone details, you consent that we may use this to communicate with you electronically, by phone or SMS, including providing updates, reminders and (unless you tell us not to) marketing information.

What do these terms and conditions relate to?	These Receivables Terms and Conditions set out the terms between your organisation and us for use of our Receivables Services set out below. In addition, the CommBiz Terms and Conditions apply.
What services are available?	**Agency Payment Facility** Allows you to accept cash, cheque and Commonwealth Bank of Australia debit account payments from your Customers through any Commonwealth Bank of Australia full service branch using a remittance slip on your bill. The Facility is not available at cashless express branches. We provide a single payment to your account and reporting on payments received. **Retail Lockbox** Allows you to accept cheque and scheme credit or debit card and charge card payments from your Customers mailed to your nominated Australia Post locked bag located in New South Wales or Victoria using a remittance slip on your bill. We provide a single payment to your account and reporting on payments received. **Direct Debit (bank account only)** Allows you to accept recurring debit payments from your Customers using a direct debit request. We provide a single payment to your account and reporting on payments received. **eLockbox** Allows you to have a dedicated BSB and in turn create and assign individual account numbers to your Customers. This service is designed to deliver reconciliation benefits to clients who receive large volumes of EFT payments by providing a single payment to the nominated bank account with specialised reporting on payments received.
What are your Nominated Services?	When you completed the Establishment Form, you nominated the products your organisation requires. Subject to our approval, you may nominate further products in the future. Certain services may also cease to be Nominated Services in accordance with the terms of this agreement. As noted below, you only need to refer to the sections in this document that relate to your Nominated Services.
What fees are payable?	The fees payable are set out in the Pricing Schedule. We may amend the fees payable from time to time by giving you notice in accordance with the terms of this agreement.
What terms and conditions apply to:	**Agency Payment Facility** Clauses 2 to 23 and the terms and conditions of the Nominated Account. **Retail Lockbox** Clauses 2 to 23 apply to all payments made by your Customers using Retail Lockbox. Payments made using cheque are also governed by the terms and conditions of the Nominated Account. You must have an agreement with Australia Post regarding your nominated locked bag to use Retail Lockbox. **eLockbox** Clauses 2 to 23 and the terms and conditions of the Nominated Account. **CommBiz Direct Debit (bank account only)** Clauses 2 to 23 and Schedule 1. Debit User Agreement.

If you have a complaint, contact us in the first instance, we will make a record and give you the name of a contact person who is handling your complaint and a way to contact them. Within 21 days, we will provide a response to the complaint or advise you of the need for more time to complete our investigation. If we are unable to provide a final response to your complaint within 45 days, we will:

- inform you of the reasons for the delay and when we reasonably expect a decision;
- thereafter give you monthly progress updates;
- advise of your right to complain to the Australian Financial Complaints Authority (AFCA); and
- provide you with AFCA contact details.

The Banking Code of Practice

The Banking Code of Practice applies where relevant to your Receivables Services if you are a small business as defined in the Banking Code of Practice or an individual.

Anything that we are required to give to you under the Banking Code of Practice may be given to you:

a) in writing, electronically or by telephone;

b) by telling you that the information is available on a website or other electronic forum; or

c) as otherwise agreed with you.

However, if the Banking Code of Practice specifies the method of communication, then we will comply with that method.

Receivables Terms and Conditions

1. Operation of these terms and conditions

(a) Subject to clauses 1(b) and 1(d) inclusive:

(1) Clauses 2 to 23 set out the terms and conditions upon which we agree to facilitate your participation in the Nominated Services;

(2) Schedule 1 – Debit User Agreement sets out the additional terms and conditions upon which we agree to facilitate your acceptance of payments made under a Direct Debit Request through Direct Debit (cheque/savings).

(b) We only agree to facilitate your participation in the Nominated Services. You must have a current CommBiz service to participate in the Nominated Services.

(c) Payments made to the Nominated Account through Agency Payment Facility, eLockbox or Retail Lockbox using cheque, cash or a Commonwealth Bank of Australia debit account are also governed by terms and conditions of the Nominated Account.

(d) If Retail Lockbox is a Nominated Service, you must enter into, maintain and comply with your obligations under, an agreement with Australia Post governing the operation of your nominated Australia Post locked bag in form and substance satisfactory to us. The service is only available for locked bags located in Melbourne (VIC) and Silverwater or Parramatta (NSW). For clients based in Tasmania, Western Australia and South Australia, the locked bag will need to be opened in Melbourne. For clients based in other states or territories the locked bag will need to be opened in Silverwater or Parramatta sites.

2. Participation

(a) In consideration of the payment by you to us of the fees and charges set out in the Pricing Schedule, we agree to facilitate your participation in the Receivables Services on the terms and conditions set out in this agreement.

(b) You agree to receive payments from your Customers through the Receivables Services.

(c) You acknowledge that, if we suspect on reasonable grounds that:

(1) you are in breach of this agreement; or

(2) fraudulent activity is occurring,

we may:

(1) change your status so that no transactions or services can be processed through the Nominated Services until we are satisfied that allegations of the suspected breach or fraud have been cleared; and/or

(2) take reasonable action to minimise further fraudulent or erroneous payments being credited to the Nominated Account.

3. Payment instructions

(a) You authorise us to do the following:

(1) accept payments from Customers made using Receivables Services for credit to the Nominated Account; and

(2) credit to and debit from a Nominated Account and/or the trace account nominated in a payment instruction all amounts contemplated under this agreement including without limitation:

- payments; and
- Corrections;

whether that payment or Correction occurred before, on or after the date of this agreement.

(b) You agree that you must do all acts, including without limitation executing any documents and other instruments, and give any consents, necessary to give effect to the authorisation above.

(c) You may not give us any instruction or direction, whether concerning the operation of their account or otherwise, which is inconsistent with any authorisation or other provision of this agreement, and we are entitled to disregard any such inconsistent instruction or direction.

(d) All reasonable effort will be made to process Retail Lockbox items, this includes damaged, copied and stapled payment slips. Items deemed unable to be applied will be managed by the Exceptions Items process, where details of the item will be recorded and all items returned to the Customer.

4. Your obligations

You must do the following:

(a) perform your obligations under the Receivables Procedures in relation to us and this agreement with reasonable skill and care;

(b) establish and maintain:

(1) a Nominated Account into which payments made using the Receivables Services may be credited and from which refunds, Corrections and Customer Claims may be debited; and

(2) a Nominated Account from which fees and charges and other amounts payable under this agreement may be debited. You must not nominate a Statutory Trust Account for this purpose.

A Nominated Account must be an account held with us. You must only nominate an account as a Nominated Account where you are permitted by law to use it for that purpose. We may from time to time impose additional restrictions on the types of accounts that can be nominated as a Nominated Account, and we will inform you if a Nominated Account does not meet these additional restrictions. We may require you to nominate an alternative account if a Nominated Account does not meet the requirements of this agreement or any additional restrictions we inform you of, or we otherwise reasonably believe it is appropriate to do so;

(c) immediately advise us of any changes to a Nominated Account by providing us with the relevant change request form;

(d) comply with this agreement and the Receivables Procedures and promptly comply with any reasonable direction given by us to you either under this agreement or under the Receivables Procedures;

(e) ensure that you:

(1) have and maintain adequate procedures and systems for processing Payments;

(2) correctly and promptly credit or debit, as the case may be, the amounts of each Payment to the applicable Customer; and

(3) store in a manner approved by us, the original records of each Payment received from a Customer for a minimum period of seven years after the last Payment was made;

(f) not make any warranty or representation in respect of goods or services supplied which may bind us, a Ledger Financial Institution, AusPayNet or the Direct Debit Scheme administered under the BECS Procedures;

(g) have a fair policy for the correction of errors and exchange and return of goods and services where a Customer makes a complaint, or Customer Claim, or where we or a Financial Institution becomes involved in the correction of errors;

(h) promptly notify us if you are unable to apply payments received by you from Customers to accounts you maintain for your Customers for any reason;

(i) ensure that information you store in connection with your participation in the Nominated Service is only accessible to people who are authorised by you to manage or view that data and after the period you need to keep the records has ended, destroy the records and any information in a way that ensures any information is unreadable; and

(j) promptly notify us if any information you have provided to us about you or your business is no longer accurate.

5. Use of logos and trademarks

(a) You are authorised to use the Nominated Services' logos, trademarks or names on bills and any other related material approved by us for the purposes of advertising your participation in and promotion of the Nominated Services to Customers. You must comply with any written direction received from us in respect of the use of the Nominated Services' logos, trademarks or names. You must not permit any other party to use the Nominated Services' logos, trademarks or names without our written approval.

(b) You undertake to:

(1) inform your Customers, in a manner which is not misleading, how they may use your Nominated Service(s);

(2) use only literature or promotional materials provided or approved in advance by us for the above purposes in accordance with the Receivables Procedures and BECS Procedures; and

(3) print the Nominated Services' logos and payment instructions on your Customer bills, until such time as this agreement is terminated.

6. Downloading material from our sites

(a) Any material developed or provided by us, including logos, marketing material, file specifications and technical specifications, which you download from Bank websites (Bank Material) is owned by us and/or our licensors and may be subject to protection by copyright laws, or laws protecting trademarks and trade. Except as otherwise expressly stated in the Terms and Conditions, you may only use the Bank Material for the purpose of receiving payment through the Receivables Services.

(b) You acknowledge and agree that:

(1) we and/or our licensors retain all intellectual property rights of the Bank Material; and

(2) you must not use the Bank Material in any manner that would infringe, violate, dilute or misappropriate any such rights.

7. Uploading material to our sites

(a) You must ensure that all content you place on our sites is accurate and not misleading or deceptive, does not violate or infringe on the rights of any third party, is not libellous, threatening or obscene and complies with all applicable Australian and international laws and regulations.

(b) You grant us and our suppliers, and must ensure that all relevant third parties grant to us and our suppliers, without additional cost, an Australia-wide, non-exclusive, irrevocable, royalty free, non-transferrable licence to use, reproduce, communicate to the public and adapt all those intellectual property rights attaching to material you uploaded to, or arranged for us to display on our sites **(Uploaded Material)**.

(c) You warrant that you have all necessary authorities to give us this licence.

(d) You indemnify us and our suppliers, and shall keep us and our suppliers indemnified, against any claim by a third party that the Uploaded Material breaches a third party's intellectual property.

8. Receivables Procedures

(a) You agree to be bound by the Receivables Procedures as if they were incorporated into this agreement.

(b) You acknowledge that we may, by notice in writing, give notice of changes in the Receivables Procedures from time to time, such change as far as it affects you and any subsequent changes in your obligations will take effect from the date specified in that notice and you agree to be bound by such changes as are notified to you as if they were a formal variation of this agreement. If you do not accept the changes, you may terminate this agreement subject to your continuing obligations under clause 12.

(c) If a provision of this agreement is inconsistent with a provision of the Receivables Procedures, the provision of this agreement prevails to the extent of that inconsistency (but only to the extent of the inconsistency, except to the extent the loss or damage is proven to be caused by our negligence).

9. Indemnity

To the extent not caused by or contributed to by us, you indemnify us against any loss or damage suffered ("loss or damage" includes any consequential or economic loss or damage) due to any claim, demand or action of any kind brought against us or any related entity (as defined in the *Corporations Act 2001* (Cth)) of ours by any person arising directly or indirectly in connection with:

(a) any claim by a Customer of yours or another Financial Institution for a payment or a refund of a payment for any reason;

(b) any claim by any person for any breach by you of any applicable laws or of your obligations under this agreement;

(c) a breach or failure by you to comply with any of your obligations under this agreement;

(d) any fraud, negligence, wilful misuse or misrepresentation on the part of you, your employees, agents or independent contractors with respect to the performance of your obligations, or the exercise of any of your rights, under this agreement;

(e) any use of a logo or mark in breach of this agreement;

(f) any direct debit by you for which you are unable to produce to us within the required time the original of the Customer's written authorisation of the direct debit or a reliable record of an electronic or telephone authorisation;

(g) any claim by a third party that material provided to us by you breaches a third party's intellectual property;

(h) any recourse any person may have against us for any action or omission by us in or arising out of your participation in Receivables Services;

(i) any amount that remains unpaid because there are insufficient funds in the Nominated Account or trace account nominated in a payment instruction to cover all amounts we may debit to that account (or because you do not maintain a Nominated Account or trace account); or

(j) any claim by a Customer or another Financial Institution against us relating to any act or omission by you in providing a Nominated Service to you,

except to the extent the loss or damage is caused by our negligence, fraud or wilful misconduct.

10. Delays

(a) You acknowledge that delays might occur in the processing of Payments if:

(1) a Payment is due to be made on, or the day after, a non-Banking Business Day;

(2) a Payment is received either on a day which is not a Banking Business Day or after the normal close of business on a Banking Business Day;

(3) another financial institution delays in processing a Payment or does not comply with its obligations under the relevant payment scheme;

(4) you fail to comply with your obligations under the Receivables Procedures or this agreement;

(5) our systems are not working;

(6) the transaction or file is received after the normal close of business on a Banking Business Day; or

(7) there are insufficient funds in the Nominated Account to process the Payment or the applicable limit being exceeded.

(b) While it is expected that any delay in our performance under this agreement for any reason set out in clause 10(a) will not continue for more than one Banking Business Day, you acknowledge that any such delay may continue for a longer period.

(c) We will not be in breach of this agreement merely because of a delay of the kind referred to in clause 10(a) or 10(b) and will not be liable to you for any such delay to the extent the delay was not caused by our negligence, fraud or wilful misconduct.

11. Termination or cessation

(a) Either party may:

(1) terminate this agreement; or

(2) declare that any Nominated Service will cease to be a Nominated Service for the purpose of this agreement,

without cause by giving the other party 30 days' written notice to that effect.

(b) Upon a Termination Event:

(1) we or you may, at their option, serve upon the other party a notice in writing specifying a date for this termination of this agreement, and clause 11(a) shall not apply to that termination; or

(2) if you are in default, we may suspend your participation in any one or more of the Nominated Services, until such time as we revoke that suspension or terminate this agreement under paragraph (1).

(c) If a Termination Event occurs or you believe a Termination Event is likely to occur, you must notify us immediately.

(d) Termination of this agreement or the cessation of one or more Nominated Services will not relieve either party of their obligations incurred prior to that termination or cessation, as the case may be, including, without limitation, obligations to make Corrections or refund Customer Claims relating to transactions initiated or processed via a Nominated Service on or before the date of termination or cessation, as applicable, obligations to retain records or documents, and the continuing obligations under clause 12.

(e) Where we reasonably consider it is necessary for the purpose of complying with any law, regulation or reasonable direction of a regulator or law enforcement body, we may terminate or suspend any Nominated Service without prior notice. Where we do so, we will act fairly and reasonably towards you.

(f) Termination does not affect your right or our right to take action for breaches that occurred before termination.

12. Consequences of termination or cessation

On termination of this agreement or the cessation of all Receivables Services:

(a) we shall no longer be obliged to accept Payments on your behalf for any reason and you must:

(1) immediately stop promoting Direct Debit, including immediately ceasing to use the Direct Debit Scheme logo and marks;

(2) immediately advise your Customers that you can no longer accept payments from them by means of Receivables Services; and

(3) maintain an account with us and promptly process debit entries, Corrections and Customer Claims, and otherwise comply with your obligations in this agreement. If this agreement has been terminated, the obligations in this paragraph survive that termination for a period of 90 Banking Business Days after the date of termination of this agreement; and

(b) you must immediately:

(1) pay to us all undisputed amounts that have become or do become due and payable to us under this agreement; and

(2) on request by us return to us all:

- information that is to be treated by you as confidential under clause 15(a) and is in a material form all copies of it, and
- if applicable, all originals or copies of Direct Debit Requests DDR Service Agreements and Direct Debit amendments held by you in connection with a right to debit the account of a Customer including information or records, in a format approved by us, captured or stored electronically in respect of online or web based communications and records of telephone authorisations;

that are in your possession or control.

13. Your representation and warranty

(a) You represent and warrant to us that:

(1) you have all necessary power and authority to enter into this agreement and to perform your obligations under it;

(2) you will comply with all laws and industry codes applicable to you in your performance of your rights and obligations under this agreement; and

(3) all information provided at any time by you to us as contemplated by this agreement is true and accurate at the time it is provided.

(b) You agree:

(1) to notify us immediately if you become aware at any time that you are unable to repeat any of the representations and warranties in clause 13(a); and

(2) to provide updated or corrected information to us if any of the information you provided us at any time as contemplated by this agreement is no longer true and accurate.

14. Fees and other amounts payable

(a) As applicable, you must pay to us the fees specified in the Pricing Schedule. Those fees may be varied by us giving prior written notice to you and you agree to be bound by any such variation as if it were a formal variation to this agreement. 30 days' notice must be given of any increase in fees. If you do not accept the changes, you may terminate this agreement subject to your continuing obligations under clause 12.

(b) You must pay or reimburse us for all duties, taxes and other government charges incurred or payable by us in performance of our obligations under this agreement.

(c) You authorise us to debit a Nominated Account and/or a trace account nominated in a payment instruction for any amounts payable by you under this agreement.

(d) Where we reasonably consider it is necessary for the purpose of remedying a payer's error, complying with any law, regulation or reasonable direction of a regulator or law enforcement body, we may withhold an amount from a payment to you, and if we do so, we may not reimburse you for the amount withheld.

15. Confidentiality and privacy

(a) You and we will treat as confidential and will not disclose any information which comes into your or our respective possession as a result of any aspect of this agreement, or use any such information other than for the purposes for which it was given.

(b) The obligation of confidentiality in clause 15(a) will not apply to any information where:

(1) it is in the public domain or becomes generally known to the public, other than through breach of this agreement or another obligation of confidence owed by the disclosing party;

(2) it is known to either party prior to the time of disclosure to the other party in connection with this agreement;

(3) it is required to be disclosed by you or us pursuant to any legislation or legal process; or

(4) it was developed independently of its disclosure in connection with this agreement.

(c) The obligation of confidentiality extends, but is not limited, to:

(1) the disclosure of fees and charges contained in this agreement;

(2) information we obtain about your customers; and

(3) any technology or know-how related to the Receivables Services or the performance of this agreement.

(d) You agree:

(1) to comply with any Privacy Law:

- by which you are bound; or
- by which we are bound and of which we notify you, as if you were bound,

(2) not to do anything that will cause us or any person related to the Receivables Services to breach any Privacy Law; and

(3) when obtaining personal information from Customers disclose to them that it will be provided to us and that they should read our privacy policy at **commbank.com.au**.

(4) to inform your directors and officeholders that:

- we will be collecting information about them in order to assess your application for the Nominated Services from various sources including commercial credit reporting bodies and public registers; and
- they should read our privacy policy at **commbank.com.au**, which contains information about our information handling practices, including our complaint processes and overseas disclosures.

(e) We agree to comply with any Privacy Law.

16. Variation and waiver

(a) If we change the terms and conditions of this agreement, we will tell you about the change as soon as reasonably possible.

(b) If we believe a change is unfavourable to you, then we will give you prior notice of at least 30 days, subject to the following paragraph:

(c) We may give you a shorter notice period, or no notice, of an unfavourable change if:

(1) we believe urgent action is necessary for us to avoid a material increase in our credit risk or our loss; or

(2) there is a change to, or introduction of a government charge that you pay directly, or indirectly, as part of your banking service. In that case, we will tell you about the introduction or change reasonably promptly after the government notifies us (however, we do not have to tell you about if the government publicises the introduction or change).

(d) We will tell you about these changes either:

(1) by advertising in the national or local media; or

(2) by giving you written notice in accordance with clause 17.

17. Notices

(a) Unless otherwise specified, we can give you notices or otherwise communicate with you (including by electronic means) by:

(1) sending the information by email to an email address you have given us;

(2) sending the information by SMS message to a mobile phone number you have given us;

(3) sending the information to any other electronic address you have given us;

(4) sending it by post to a postal address you have given us;

(5) making the information available on the CommBiz or CommBank website and sending you an electronic notification (e.g. email, SMS message or push notification) that the information is available;

(6) advertising in the national or local media; or

(7) any other means we agree with you,

however, to the extent that we are obliged under law to communicate with you in a certain way, we will do so.

(b) Notices:

(1) by post are taken to be received on the sixth Banking Business Day after posting;

(2) by email (including an email advising that the information is available on the CommBiz or CommBank website) are taken to be received on the day that our email enters the first external information system, such as the server of the relevant email address; and

(3) where provided by advertising in the national or local media, will take effect on the day the advertisement appears in the media, unless a later date is set out in the notice.

18. Governing law, jurisdiction and service of process

(a) This agreement and the transactions contemplated by this agreement are governed by the law in force in New South Wales.

(b) Each party irrevocably and unconditionally submits to the non exclusive jurisdiction of the courts of the jurisdiction specified in New South Wales and courts of appeal from them for determining any dispute concerning this agreement or the transactions contemplated by this agreement.

(c) Without preventing any other mode of service, any document in an action (including, but not limited to, any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at their address for services of notices under this agreement.

19. Assignment

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

(b) We may at any time assign or novate our rights and obligations under this agreement and you must execute all documents (if any) required to give effect to this clause. If you receive notice of such assignment or novation, you can exercise against the assignee or novatee the same rights you have against us under this agreement.

20. 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.

21. Force majeure

We will not be liable to 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 including, without limitation, strikes, lockouts, labour disputes, acts of God, acts of nature, acts of governments or their agencies, fire, flood, storm, riots, power shortages or power failure; sudden and unexpected system failure or disruption by war, sabotage or inability to obtain sufficient labour, raw materials, fuel or utilities.

22. Limitation of liability

(a) We are not liable to you, including under any indemnity, for any loss or damage suffered by you as a result of:

(1) a missing or erroneous payment; or

(2) the failure or disruption of any process or computer hardware or software (including any third party software) beyond our reasonable control;

unless the loss or damage is proven to have been caused by our negligence or results from a breach of a Prescribed Term.

(b) For the purposes of this clause, loss or damage includes, whether direct or indirect, any economic loss, special, punitive or exemplary damages, loss of profit, revenue or opportunity, damage to reputation and any diminution of business value.

(c) The Prescribed Terms are the guarantees that are implied by consumer protection law.

(d) When you are not a consumer, our liability is limited to supplying the service again or paying the costs of having the service re-supplied.

23. Definitions and interpretation

(a) The meanings of the terms used in this document are set out below:

Term	Meaning
Australian Financial Complaints Authority (AFCA)	provides consumers and small businesses with fair, free and independent dispute resolution for financial complaints
Agency Payment Facility	the product so described in the "General Information" section of this agreement
Bank and **we** and **us**	Commonwealth Bank of Australia
Banking Business Day	any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia which is not a Saturday, Sunday or public holiday in Melbourne or Sydney
Banking Code of Practice	the Banking Code of Practice which sets out the banking industry's key commitments and obligations to customers on standards of practice, disclosure and principles of conduct for their banking services, as amended from time to time. The Banking Code of Practice applies to personal and small business bank customers
BECS Procedures	the procedures known as the Bulk Electronic Clearing System procedures and regulations adopted by AusPayNet, as amended from time to time
CommBiz Direct Debit (bank account only)	the product so described in the "General Information" section of this agreement
Correction	a transaction to correct a processing error. It may include, but is not limited to, the correction of instances where a payment file is processed twice in error. It does not include the processing of Customer Claims
Customer	a customer who makes, or is entitled to make, a payment to you
Customer Claim	a claim by a Customer for a refund of a payment (made using a Receivables Service) for any reason
eLockbox	the product so described in the "General Information" section of this agreement
Establishment Form	the Agency Payment Facility/Retail Lockbox Establishment and Change Form, the Direct Debit Establishment Form, or the eLockbox Establishment Form, as relevant, duly completed and signed by you, pursuant to which you request your participation in the Nominated Services on the terms and conditions set out in this agreement
Financial Institution	a financial institution with whom a Customer has an account from which payments can be made via a Receivables Service with the Customer's authority given to you
Nominated Account	the account or accounts nominated by you to be credited or debited as necessary for the purposes of this agreement (or any agreement entered into pursuant to this agreement), including the account or accounts specified in the Establishment Form and such other accounts in addition to or in substitution for those specified in the Establishment Form, which are notified in writing to us from time to time
Nominated Services	the receivables products referred to or nominated by you in the Establishment Form, or as otherwise agreed between the parties or determined in accordance with this agreement from time to time
Payment	a payment made, or to be made, by or on behalf of a Customer to you through Receivables Service which is credited, or to be credited, to a Nominated Account

Term	Meaning
Personal information	information or an opinion, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained, from the information or opinion, which is received from any source as a consequence of the performance of rights or obligations under this agreement
Prescribed Term	the meaning specified in clause 22(c)
Pricing Schedule	any pricing or fees schedule we provide to you (either separately or as part of any Product Disclosure Statement or terms and conditions we provide to you)
Privacy Law	all legislation, principles, industry codes and policies relating to the collection, use, disclosure, storage or granting of access rights to Personal Information
Receivables Agreement or this Agreement	these Terms and Conditions, the applicable Schedules and the Establishment Form as amended from time to time
Receivables Procedures	the Receivables Schedules, Schedule 1 – Debit User Agreement in this document, as amended by us from time to time
Receivables Service	each Nominated Service
Retail Lockbox	the product so described in the "General Information" section of this agreement
Termination Event	each of the following events is a Termination Event: 1. a change occurs in your business, assets or financial condition which in our reasonable opinion may have a material adverse effect on your ability to observe your obligations under this agreement or on our rights under this agreement; 2. there has been a significant change in your ownership structure or any associate (as defined in the *Corporations Act 2001* (Cth)) which in our reasonable opinion may have a material adverse effect on your ability to observe your obligations under this agreement or on our rights under this agreement; 3. you become insolvent or subject to any form of insolvency administrator or are wound up; or 4. either party fails to observe or perform this agreement or a party suspects on reasonable grounds that the other party has committed or will commit a fraudulent act in connection with this agreement or the Direct Debit Scheme and such default (where remediable) is not remedied within three Banking Business Days after notice of the failure to observe or perform has been given by the party alleging default.

(b) In this agreement:

(1) a reference to a party means a party to this agreement and the word person includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, an authority or any government agency;

(2) a reference to a person includes a reference to the person's employers, agents, executors, administrators, successors, substitutes, nominee (including, but not limited to, persons taking by novation) and assigns;

(3) the singular includes the plural and vice versa;

(4) headings appear for convenience and do not affect interpretation;

(5) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;

(6) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;

(7) time is a reference to Sydney time;

(8) a reference to amendment of any document includes removal, replacement, substitution and variation of that document or any part or provision of it and a reference to 'amend' or to any other grammatical form of that word has a corresponding meaning;

(9) a reference to this agreement or another instrument includes any variation or replacement of either of them;

(10) a reference to a clause or schedule is a reference to a clause in or schedule to this agreement;

(11) law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and amendments, re-enactments or replacements of any of them);

(12) an agreement, representation or warranty in favour of two or more person is for the benefit of them jointly and each of them individually and an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;

(13) a group of persons or things is a reference to any two or more of them jointly and to each of them individually; and

(14) the words 'include', 'including', 'for example' or 'such as' are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

(c) The Schedules form part of this agreement and you agree to be bound by this agreement and the Schedules.

(d) Unless the context requires otherwise, references to 'bill' include 'invoice' and reference to any other grammatical form of the word 'bill' include the equivalent grammatical form of the word 'invoice'.

Schedule 1 – Debit User Agreement

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Details

Interpretation	The meanings and interpretation of the terms used in this document are set out below in clause 8. This agreement must be read in conjunction with: • the Receivables Terms and Conditions to which this Schedule is attached. Clauses 2-23 of those Terms and Conditions apply to this agreement as well, including the definitions and interpretation clause (clause 23).	
BECS User Identification Number	The unique User Identification Number we assign to you for the purposes of your participation in the Direct Debit Scheme (also known as APCA ID).	
You (Debit User)	The entity specified in the Establishment Form.	
We or **Us (Sponsor Financial Institution)**	Name	**Commonwealth Bank of Australia**
	ABN	48 123 123 124
	Address	201 Sussex Street SYDNEY NSW 2000
Date of this Agreement	The date you sign the Establishment Form.	

1. Participation in the Direct Debit Scheme

In consideration of the payment by you to us of the fees and charges set out in the Pricing Schedule, we agree to facilitate your participation in the Direct Debit Scheme on the terms and conditions set out in this agreement by acting as the Sponsor Financial Institution on your behalf.

2. Authorisation

We may impose limits on the value of transactions processed by you over periods of time. If proposed Direct Debit transactions would result in the applicable limit being exceeded, we may reject the transactions.

3. Our obligations

We must:

(a) comply with our obligations under the Direct Debit Scheme and under the BECS Procedures as a Sponsor Financial Institution; and

(b) perform our obligations under the Direct Debit Scheme and the BECS Procedures in relation to you as a Debit User and this agreement with reasonable skill and care.

4. Your obligations

You must:

(a) perform your obligations as a Debit User under the Direct Debit Scheme and the BECS Procedures in relation to us as the Sponsor Financial Institution and this agreement with reasonable skill and care;

(b) only initiate direct debit entries through the Direct Debit Scheme when you hold a valid Direct Debit Request (in a form approved in advance by us) which complies with the minimum requirements of the BECS Procedures (which are set out in Appendix A – Direct Debit Request and Direct Debit Request Service Agreement Minimum Requirements) and have also entered into with the relevant Customer a DDR Service Agreement (in a form approved in advance by us) which complies with the minimum requirements of the BECS Procedures which are set out in Appendix A – Direct Debit Request and Direct Debit Request Service Agreement – Minimum Requirements and within 7 days of the Customer making the Direct Debit Request, have provided access to or made the Customer aware of the terms of the DDR Service Agreement or, subject to complying with clause 5, through use of online screens or telephone scripting and process approved in advance by us;

(c) when establishing a Direct Debit Request, have a process to identify the Customer and obtain their confirmation of their authority to act on the account;

(d) not initiate direct debit entries through the Direct Debit System although you hold a valid current Direct Debit Request which complies with the BECS Procedures when you are advised by the Customer's Ledger Financial Institution (or by us or by the Customer themselves) that the Customer has directed the Ledger Financial Institution not to permit debit entries under the Direct Debit Request;

(e) comply with this agreement and the BECS Procedures and promptly comply with any direction given by us to you either under this agreement or under the BECS Procedures;

(f) not, without our prior consent, transfer to any other person, or allow any other person to use, your BECS User Identification Number;

(g) give us any information reasonably requested by us concerning your drawing arrangements with your Customers and promptly notify us of any problems you are experiencing in respect of those drawing arrangements;

(h) at any time, when requested by us, give us any information we reasonably require about you, your business or related matters, including information about your financial position;

(i) ensure that you maintain, including if we require in a manner approved by us acting reasonably, when in writing the originals, and when received by electronic communication or by telephone reliable records, of each Direct Debit Request, Direct Debit Request Service Agreement and each Notice of Variation of Account Details received from a Customer in writing or by electronic communication or by telephone, and a Trace Record of each Payment received from a Customer, for a minimum period of seven years after the last debit drawing is made under each Direct Debit Request;

(j) when you receive a Notice of Variation of Account Details form, within three Banking Business Days verify that the contact details and previous bank account details provided match your records, update the Customer's details in your systems and promptly notify your Customer of this change;

(k) in respect of any Customer Claim,

  (1) made within twelve months of the date of the debit which is the subject of the Customer Claim, promptly respond upon receipt of a Customer Claim (by not later than the third Banking Business Day after receiving a notice of a Customer Claim) to us and inform us that the Customer Claim is either accepted as a Valid Claim or disputed by you (in whole or in part), and if disputed then the reasons why it is disputed (including without limitation details of the authority given to you by the Customer including a copy of the DDR. You must also provide us with a copy of the DDR Service Agreement and any other relevant information upon request); and

  (2) made more than twelve months after the date of the debit which is the subject of the Customer Claim, promptly respond upon receipt of a Customer Claim (by no later than the fifteenth Banking Business Day after receiving a notice of a Customer Claim) to us and inform us that the Customer Claim is either accepted as a Valid Claim or disputed by you (in whole or in part), and if disputed then the reasons why it is disputed (including without limitation details of the authority given to you by the Customer including a copy of the DDR. You must also provide us with a copy of the DDR Service Agreement and any other relevant information upon request);

(l) if you inform us that the Customer Claim is accepted as a Valid Claim in whole or in part, or if you fail to respond to us within the terms of and within the period required

in sub-clause (k)(1) or (2) above (as applicable), then we may refund to the Ledger Financial Institution (for refund by them to the Customer) the amount of the Customer Claim (or the amount you accept as valid, if accepted in part) and draw on the trace account in the original payment instruction or a Nominated Account for the equivalent amount;

(m) if we advise you (after receipt of your acceptance or disputation of the Customer Claim) that we regard the Customer Claim as being one on which we admit liability such that it is a Valid Claim (in whole or in part), then you authorise us to draw on the trace account in the original payment instruction or a Nominated Account for the amount of the Customer Claim (or the amount we assess as valid, if admitted in part) for the purpose of remitting this amount to the Ledger Financial Institution for refunding to the Customer;

(n) disclose to us if you are processing Direct Debit files on behalf of a third party; and

(o) only use telephone or electronic means to obtain DDRs and enter into DDR Service Agreements if we review and approve the format, content, medium and procedures proposed to be used.

5. Obtaining Electronic (Online) or Telephone DDRs

If you wish to obtain DDRs and enter into DDR Service Agreements online or by telephone, you:

(a) for new Customers who wish to enter into a DDR and DDR Service Agreement online, must set up an electronic identity for the Customer including at a minimum the following personal details: name (or entity name), address and date of birth (for individuals) or ACN/ABN (for entities), and verify the Customer's identity when obtaining a DDR using this information and obtain their approval (by a method approved by us) of the information communicated to them;

(b) for new Customers who wish to enter into a DDR and DDR Service Agreement by telephone, must identify the Customer including at a minimum the following personal details: customer name, address and date of birth (for individuals) or ACN/ABN (for entities) and verify the Customer's identity when obtaining a DDR using this information and obtain their approval (by a method approved by us) of the information communicated to them;

(c) for Customers who wish to enter into a DDR and DDR Service Agreement online, must ensure that, and obtain confirmation from the Customer that, they have the authority to act on the account to be debited and are the owner of the account or holds authority from the owner;

(d) for Customers who wish to enter into a DDR and DDR Service Agreement by telephone, must ensure that, and obtain confirmation from the Customer that, they have the authority to act on the account to be debited and are the owner of the account or holds authority from the owner;

(e) for existing Customers known through an identification key (e.g. a customer reference number), must verify the Customer's identity when obtaining a DDR by checking against your existing records, at a minimum customer name, address, debit account details and customer reference number/ID number and password or pin and must limit the number of permitted unsuccessful attempts at providing the verification details;

(f) must obtain our approval of the online screens or telephone scripting and the DDR Service Agreement you propose to use;

(g) must ensure that each DDR and DDR Service Agreement you enter into complies with the minimum requirements of the BECS Procedures (which are set out in Appendix B – Electronic Direct Debit Request and Direct Debit Request Service Agreement Minimum Requirements);

(h) must be able to obtain clear instructions authorising a valid Direct Debit Request from the Customer and must include reference to the terms and conditions of the DDR Service Agreement between you and your Customer and must validate that the BSB number given by the Customer is genuine and current;

(i) must capture information electronically (online) or keep an accurate record of verbal authorisation (telephone) in a format approved by us. Information and/or records of Direct Debit amendments must be stored for a minimum of 7 years after the last debit to the Nominated Account and must be able to be provided to us on request;

(j) must ensure that for Online DDRs, the DDR Service Agreement is made available to the Customer (or you direct the Customer to a copy of the DDR Service Agreement) before they authorise the Direct Debit Request and that the Customer is able to print or download a non-changeable copy of the DDR Service Agreement;

(k) after a telephone DDR is complete, must provide the DDR Service Agreement to your Customer within 7 days either as a printed copy or a non-changeable electronic copy (or direct the Customer to a copy of the DDR Service Agreement);

(l) must, if you receive a request electronically or by telephone to vary the account to be debited under an existing DDR, verify the Customer's identity and that the previous bank account details provided match your records, update the customer's details in your systems and promptly notify your customer of this change;

(m) must periodically review your security model to ensure that you continue to apply an appropriate level of security and process of obtaining electronically authorised DDRs;

(n) acknowledge that not all financial institutions accept DDRs obtained electronically or by telephone and in the event of a challenge, we may effect a correction or refund and debit the settlement account for the amount in question; and

(o) acknowledge that we may at any time withdraw your ability to obtain DDRs electronically or by telephone or to rely on previous DDRs obtained electronically or by telephone.

6. BECS Procedures

(a) You agree to be bound by the BECS Procedures as a Debit User as if they were incorporated into this agreement.

(b) Notwithstanding your obligations under clause 6(a), you acknowledge that we may, by notice in writing, give notice of changes in the BECS Procedures from time to time in accordance with your obligations under the Direct Debit

Scheme, such change as far as it affects you and any consequent changes in your obligations will take effect from the date specified in that notice and you agree to be bound by such changes as are notified to you as if they were a formal variation of this agreement. If you do not accept the changes, you may terminate this agreement subject to your continuing obligations.

(c) If a provision of this Debit User Agreement is inconsistent with a provision of the BECS Procedures, the provision of this Debit User Agreement prevails to the extent of that inconsistency (but only to the extent of the inconsistency).

7. Statutory Trust Accounts

(a) If a Settlement Account is a Statutory Trust Account, then:

(1) on the day that you give us a payment instruction for a direct debit, we will record that payment instruction as a transaction item on the Settlement Account, but that amount will not be included in your available account balance, that amount will not form part of the funds on deposit in the Settlement Account, and that amount may not be transacted on until it is Cleared. The payment instruction is shown as a transaction item only to confirm your instruction that we processed the direct debit entry;

(2) when some or all of the amount of the direct debit payment is Cleared (normally three Banking Business Days after the day the payment instruction was given), the Cleared amount will be added to the available account balance of the Settlement Account and that amount may then be transacted on; and

(3) if some or all of the amount is returned or rejected, and:

- the trace account in the payment instruction is the same as the Settlement Account, we will record this return or rejection as an additional transaction item, and the returned or rejected amount will not be added to the account balance of the Settlement Account; or
- the trace account in the payment instruction is not the same as the Settlement Account, the returned or rejected amount will be debited from the trace account, and that same amount will be included in the account balance of the Settlement Account and may then be transacted on.

(b) If:

(1) a Settlement Account or a trace account for a payment instruction is a Statutory Trust Account; and

(2) under this agreement (except clause 7(a) above) or the Receivables Terms and Conditions, we are permitted to debit any amount from the Settlement Account or trace account,

we may instead debit that amount from the Billing Account or the STA Billing Account. For these purposes, the term 'debit' includes any similar phrases, such as 'deduct' or 'draw'. Before doing so, we may give you the opportunity to instruct us to deduct the relevant amount from the Statutory Trust Account as if it were a payment initiated by you. In deciding whether to give us such an instruction, we remind you of the obligations under the CommBank Business Transaction & Savings Accounts Terms and Conditions to comply with all laws applicable to you or the account holder, including laws applying to the handling of trust money and the operation of the account.

8. Definitions and interpretation

(a) Definitions

The following words have these meanings in this agreement unless the contrary intention appears.

Term	Meaning
AusPayNet	the Australian Payments Network whose full name is the Australian Payments Network Limited ACN 055 136 519
Banking Business Day	any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia
BECS Procedures	the procedures known as the Bulk Electronic Clearing System procedures and regulations adopted by AusPayNet, as amended from time to time
Billing Account	the Nominated Account (which must not be a Statutory Trust Account) nominated by you as contemplated by clause 4(b) of the Receivables Terms and Conditions from which fees and charges and other amounts payable under this agreement may be debited
Cleared	in relation to funds, that the Customer's financial institution has confirmed that the funds are available and that it will honour the payment of those funds
Customer	a customer of yours and a Ledger Financial Institution who provides a Direct Debit Request to you so as to use the Direct Debit Scheme to make a payment to you
Customer Claim, also known as a **Claim from a Customer**	a claim by a Customer for a refund of a payment (made using the Direct Debit Scheme) for any reason

Term	Meaning
DDR Service Agreement, also known as a **Direct Debit Request Service Agreement**	the service agreement (approved in advance by us) between you and the Customer that is required to be entered into under the BECS Procedures
Debit User	you and where the context requires also includes any other person participating in the Direct Debit Scheme who is sponsored by a financial institution and thus entitled to receive payments from Customers through the Direct Debit Scheme
a direct debit, also known as a **direct entry**, a **direct debit entry**, or a **Debit Item**	the entry made to a Customer's account with their Ledger Financial Institution and processed as a payment through the Direct Debit Scheme for crediting to an account held by you with us
Direct Debit Request also known as, **DDR**, or **DDR form**	a request either in writing or in electronic form given by a Customer to a Debit User authorising a Ledger Financial Institution to debit the Customer's account in accordance with the Customer's authority
Direct Debit Scheme, also known as, the **direct entry system**, or the **direct credit scheme**	the scheme for the processing of payments by Customers from their accounts held with a Ledger Financial Institution by direct debit entries to an account held by a Debit User usually with a Sponsor Financial Institution under the BECS Procedures
Ledger Financial Institution	a financial institution participating in the Direct Debit Scheme with whom a Customer has an account from which payments can be made via the Direct Debit Scheme with the Customer's authority given to the Debit User by means of a Direct Debit Request and DDR Service Agreement
Marks	the trade and service marks for the Direct Debit Scheme owned by AusPayNet from time to time
Payment	a payment made, or to be made, by or on behalf of a Customer to you through the Direct Debit Scheme which is debited, or to be debited, to an account of the Customer (or an account maintained by the Customer) and which is then credited, or to be credited, to the Nominated Account
Settlement Account	the Nominated Account nominated by you as contemplated by clause 4(b) of the Receivables Terms and Conditions, into which Payments received may be credited and from which refunds, Corrections, and Customer Claims may be debited
Sponsor Financial Institution	we and where the context requires, any other financial institution participating in the Direct Debit Scheme who agrees with one or more Debit Users to accept and process direct debit entries on their behalf
STA Billing Account	the account referred to as such in the CommBank Business Transaction & Savings Accounts Terms and Conditions
Statutory Trust Account	a 'Statutory Trust Account' which we provide in accordance with the CommBank Business Transaction & Savings Accounts Terms and Conditions

Term	Meaning
Valid Claim	a claim, supported by full particulars, made in writing by a Ledger Financial Institution, addressed to the Sponsor Financial Institution in relation to the Ledger Financial Institution's Customer to whose account a Debit Item is or has been debited in connection with: (1) the debiting of a Customer's account where there is no valid Direct Debit Request; (2) the debiting of the account of any such Customer and any payment to you of any amounts not at that time authorised by that Customer; (3) the Customer's account not being debited in accordance with the Direct Debit Request from that Customer or any DDR Service Agreement with that Customer. Subject to a Valid Claim also including any claim: (4) which we have in our absolute discretion accepted as meeting all the above conditions in this definition; (5) for which we have accepted liability in our absolute discretion irrespective of the circumstances; (6) where any relevant industry ombudsman (or an equivalent body or person or a court makes a decision or an order that the Sponsor Financial Institution make a payment in respect of the claim; (7) where despite there being a valid Direct Debit Request, the Customer was not provided with or made aware of the terms of the DDR Service Agreement; or (8) where despite there being a valid Direct Debit Request, the Direct Debit Request was obtained by fraudulent means.

(b) Unless defined in this section, capitalised terms have the meaning given in clause 23 of the Receivables Terms and Conditions to which this document is a Schedule. Furthermore, a word used in this agreement which is not defined in this agreement should, where the context requires, be given the meaning in the BECS Procedures and regulations in preferences to any other meaning.

(c) If your Direct Debit Establishment Form included additional provisions in a section headed "terms and conditions", this agreement will prevail over those additional provisions to the extent of any inconsistency

Appendix A – Direct Debit Request and Direct Debit Request Service Agreement Minimum Requirements

Each Direct Debit Request provided by you to your Customer must:

1. Be identified as a "Direct Debit Request" or "Direct Debit Authorisation" on the front of the form or be identified as requesting from or authorising a financial institution to debit the Customer's account;
2. State that the Customer 'authorises' and/or 'requests' the Debit User (you) to debit the Customer's account through the Bulk Electronic Clearing System (BECS);
3. Set out the Customer's account details, including the financial institution's name and BSB to identify the financial institution to which the debit payment instructions are to be given, and the account name and account number to identify the Customer's account to be debited;
4. Set out the name and BECS User Identification Number of the Debit User to which the Customer's authority is given;
5. Obtain confirmation of the Customer's authority to act on the nominated account;
6. Include appropriate fields for the date and Customer signature (must include 2 signature fields and 2 date fields); and
7. Be approved by us.

Each Direct Debit Request Service Agreement provided by you to your Customer must:

1. Be identified as a "Direct Debit Request Service Agreement", "DDR Service Agreement" or as setting out the terms and conditions for a Direct Debit Request on the front of the form;
2. Outline in reasonable detail (or, if such details are contained in the DDR, refer the Customer to it) the terms of the debit arrangements to apply between the Debit User (you) and the Customer including, if applicable, the basis on which the Debit User (you) will issue billing advices to the Customer;
3. State the Debit User's policy when the due date for payment falls on a day which is not a Business Day;
4. Indicate that if the Customer is uncertain as to when the debit will be processed to the Customer's account, the Customer should enquire directly of their Financial Institution;
5. Specify the notice period the Debit User (you) must provide to the Customer if the Debit User (you) proposes to vary any of the terms of those debit arrangements, unless the change is unfavourable to the Customer in which case a notice period of at least 30 days must be given.
6. Set out clearly and in reasonable detail the procedure available to the Customer to request deferment of, or alteration to, the debit arrangements, if such a request is made to the Debit User;
7. Set out clearly and in reasonable detail the procedure available to the Customer to stop any Debit Item or cancel a Direct Debit Request with the Debit User, and advise the Customer that all requests for such stops or cancellations may be directed to the Debit User or the Ledger Financial Institution;
8. State that 'it is the responsibility of the Customer to have sufficient clear funds available in the relevant account, by the due date, to permit the payment of Debit Items in accordance with the relevant DDR';
9. State the Debit User's policy when Debit Items are returned unpaid by the Ledger FI, including the application of any related fees;
10. Set out clearly and in reasonable detail the procedure available to the Customer to dispute any Debit Item with the Debit User and the dispute resolution process to apply between them. The Customer must also be advised that claims may also be directed to the Ledger FI;
11. State that:
    - 'Direct Debit, through BECS, is not available on all accounts';
    - 'The Customer is advised to check that the provided account details are correct by checking them against a recent account statement from their Financial Institution'; and
    - 'If uncertain, the Customer should check with their financial institution before completing the DDR';
12. State the Debit User's policy on the privacy of Customer records and account details, while noting that we may require such information to be provided in the event of a claim or relating to an alleged incorrect or wrongful debit;
13. State that: (Notice)
    - If the Customer wishes to notify the Debit User in writing about anything in the DDR Service Agreement, the Customer should write to (insert name of Debit User and contact details);
    - The Debit User may send notices either electronically to the Customer's email address or by ordinary post to the address provided;
    - If sent by mail, communications are taken to be received on the day they would be received in the ordinary course of post; and
14. Be approved by us.

Please note that this list provides the minimum requirements for the DDR and the DDR Service Agreement. It does not limit what may be included in the DDR or the DDR Service Agreement; for example, a DDR may also include the amount and frequency of the drawing arrangements. Once you have satisfactorily identified your Customer, you may also consider confirming the account details (provided on the DDR) with the Financial Institution where the account is held or with the Customer. The type of details a Financial Institution is able to confirm will vary depending on its privacy policy.

Appendix B – Electronic Direct Debit Request and Direct Debit Request Service Agreement Minimum Requirements

Electronic (Online or by Telephone) – Identity Verification:

1. For new Customers – you will need to have proof that the person providing the authority is actually your Customer and/or the owner of the account or holds the authority from the owner of the account that will be debited. The Debit User should collect details from the Customer including: Name (or Entity Name), Address, Date of Birth (for individuals), ACN/ABN (for entities), etc.
2. For existing Customers – identify by cross referencing their details against an existing record (company record) for identification. Details must include, but is not limited to, Name (Entity Name), Address, Customer ID, and Account details (Online only).
3. For existing Online Customers: must include: proof of identity (e.g. password) and a limited number of login attempts.
4. Obtain confirmation that the Customer has the authority to act on the account being debited.

Electronic (Online or by Telephone) Direct Debit Request (DDR):

1. For Telephone, a sample of scripting that is read out to customers over the Telephone.
2. For Online, a sample of Online screen shots including identification and information captured.

The scripting and screenshots must include the following:

1. Be identified as a "Direct Debit Request";
2. Identify the Debit User to which the Customer's authority is given, including the Debit User's name and BECS User Identification Number;
3. State that the Customer 'authorises and/or requests' the Debit User (you) to debit the Customer's account through the Bulk Electronic Clearing System (BECS);
4. State that the Customer confirms they have the authority to act on the account being debited;
5. Name of Financial Institution, BSB Number, Account Name and Account Number;
6. Customer authorisation to proceed with the Direct Debit by the method presented;
7. For Online, date field;
8. Be approved by us.

Electronic (Online or by Telephone) Other Requirements

1. Outline the process for verifying the customer BSB of the account nominated for Direct Debit.
2. Outline the process for confirming that the Customer is the owner of the account or holds the authority of the owner to act on the account that will be debited.
3. Outline the process and frequency of updating BSB list. At least monthly updates required.
4. For Telephone, the Debit User must provide the Customer with a written DDR and DDRSA (or direct the Customer to a copy of the DDRSA) within 7 days.
5. For Online, the Debit User must ensure that the DDR and DDRSA are readily accessible so as to be useable for subsequent reference. There must also be reasonable means of ensuring that the form of DDR and DDRSA entered into with the customer is not able to be altered.

Direct Debit Request Service Agreement (DDRSA)

1. Be identified or announced as a "Direct Debit Request Service Agreement" or "DDR Service Agreement" or set out the terms and conditions for a Direct Debit Request.
2. Indicate that "By agreeing to the Direct Debit Request, by the method presented, you authorise us to arrange for funds to be debited from your Account in accordance with the Agreement".
3. Set out in reasonable detail (or, if such details are contained in the DDR, refer the Customer to it) the terms of the debit arrangements to apply between the Debit User (you) and the Customer including, if applicable, the basis on which the Debit User (you) will issue billing advices to the Customer.
4. State the Debit User's policy when the due date for payment falls on a day which is not a Business Day.
5. Indicate that if the Customer is uncertain as to when the debit will be processed to the Customer's account, the Customer should enquire direct of their Financial Institution.
6. State the notice period the Debit User (you) must provide to the Customer if the Debit User (you) proposes to vary any of the terms of those debit arrangements, unless the change is unfavourable to the Customer in which case a notice period of at least 30 days must be given.
7. Set out clearly and in reasonable detail the procedure available to the Customer to request deferment of, or alteration to, the debit arrangements, if such a request is made to the Debit User.
8. Set out clearly and in reasonable detail the procedure available to the Customer to stop any Debit Item or cancel a Direct Debit Request with the Debit User, and advise the Customer that all requests for such stops or cancellations may be directed to the Debit User or the Ledger FI.
9. State that 'it is the responsibility of the Customer to have sufficient clear funds available in the relevant account, by the due date, to permit the payment of Debit Items in accordance with the relevant DDR'.
10. State the Debit User's policy when Debit Items are returned unpaid by the Ledger FI, including the application of any related fees.
11. Set out clearly and in reasonable detail the procedure available to the Customer to dispute any Debit Item with the Debit User and the dispute resolution process to apply between them. The Customer must also be advised that claims may also be directed to the Ledger FI.

Please note that this list provides the minimum requirements for the DDR and the DDR Service Agreement. It does not limit what may be included in the DDR or the DDR Service Agreement; for example, a DDR may also include the amount and frequency of the drawing arrangements. Once you have satisfactorily identified your Customer, you may also consider confirming the account details (provided on the DDR) with the Financial Institution where the account is held or with the Customer. The type of details a Financial Institution is able to confirm will vary depending on its privacy policy.

12. State that:
    - 'Direct Debit, through BECS, is not available on all accounts';
    - 'The Customer is advised to check that the provided account details are correct by checking them against a recent account statement from their Financial Institution'; and
    - 'If uncertain, the Customer should check with their financial institution before completing the DDR'.
13. State the Debit User's policy on the privacy of Customer records and account details, while noting that we may require such information to be provided in the event of a claim or relating to an alleged incorrect or wrongful debit.
14. State that: (Notice)
    - If the Customer wishes to notify the Debit User in writing about anything in the DDR Service Agreement, the Customer should write to (insert name of Debit User & contact details);
    - The Debit User may send notices either electronically to the Customer's email address or by ordinary post to the address provided;
    - If sent by mail, communications are taken to be received on the day they would be received in the ordinary course of post; and
15. Be approved by us.

Please note that this list provides the minimum requirements for the DDR and the DDR Service Agreement. It does not limit what may be included in the DDR or the DDR Service Agreement; for example, a DDR may also include the amount and frequency of the drawing arrangements. Once you have satisfactorily identified your Customer, you may also consider confirming the account details (provided on the DDR) with the Financial Institution where the account is held or with the Customer. The type of details a Financial Institution is able to confirm will vary depending on its privacy policy.