

# Direct Credit Facility

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169 Pirie Street Adelaide South Australia 5000  
AFSL number 237879  
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NOTE: For the meaning of italicised words, please see section 8.

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## **1. General Information**

### **1.1 Introduction**

Welcome. At Adelaide Bank a Division of Bendigo and Adelaide Bank Limited (“the Bank”) we have a commitment to *you, our* customer, to ensure that *you* are well informed about the banking products and services we offer.

There are all sorts of things *you* need to know when deciding whether a facility we offer is right for *you*. Information about *our Direct Credit Facility* is in this *Product Guide*, but if *you* have any questions or would like more detailed information please let *us* know.

### **1.2 Contacting us**

*You* can contact *us* in any of the following ways:

- call *us* on 13 22 20 (within South Australia) or 1300 65 22 20 (outside South Australia)
- visit *our* website at [adelaidebank.com.au](http://adelaidebank.com.au)
- email *us* at [enquiries@adelaidebank.com.au](mailto:enquiries@adelaidebank.com.au)
- write to *us* at 169 Pirie Street, Adelaide SA 5000
- visit any of *our* branches.

For queries directly related to the *Direct Credit Facility* call *us* on (08) 8300 6660.

### **1.3 Using this Product Guide**

This *Product Guide* covers *our Direct Credit Facility*. It is designed to help *you*:

- decide whether *our Direct Credit Facility* meets *your* needs;
- understand how to use the *Direct Credit Facility*; and
- compare *our* product with others *you* may be considering.

*You* should ideally read this *Product Guide*, which includes all terms and conditions relating to *the Direct Credit Facility* and a summary of the relevant Bulk Electronic Clearing System (BECS) rules which *you* also agree to be bound by when *you* decide to apply for the *Direct Credit Facility*.

It is important that *you* read this *Product Guide* before *you* apply for the *Direct Credit Facility*. If *you* do not understand or are unsure about any aspect of this *Product Guide* please contact *us*. *You* should retain this *Product Guide* for future reference.

Please note the information contained in this *Product Guide* is general information only and does not take into account *your* individual objectives, financial situation or needs. Because of this, *you* should, before acting on the information, consider its appropriateness having regard to *your* objectives, financial situation and needs.

### **1.4 When this Product Guide applies to you**

Where *you* are not already bound by the terms and conditions in this *Product Guide*, the first use by *you* or on *your* behalf of the *Direct Credit Facility* will be taken as *your* acceptance of these terms and conditions.

If *you* are already a registered user of the *Direct Credit Facility*, the terms and conditions contained in this *Product Guide* will govern *your* use of the *Direct Credit Facility* from when this *Product Guide* is first provided to *you*.

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## **2. Direct Credit Facility**

### **2.1 Description of Direct Credit Facility**

The *Direct Credit Facility* is a payment facility. It allows *you* to arrange for payment(s) from *your* debit account to nominated payees who hold accounts with *us* or with other financial institutions within Australia who participate in BECS.

## 2.2 Features and benefits

- If *your* application for a *Direct Credit Facility* is approved, and once that facility is established and operational:
  - *You* may submit a *lodgement* (requesting *direct credit transfers*) directly to *us*; and
  - If *you* are the holder of an *ABL Business Cheque Account* *you* may, subject to *our* agreement, arrange for payments to be made by using a *Bureau* (see section 5.2 below).
- A number of payments can be requested in any one batch.
- Future dated payment requests can be accepted.
- Payments may be made from any approved account types, including *ABL Business Cheque Accounts*. Contact *us* for information about other account types that can be debited.
- *Lodgements* received by 11am (Adelaide Time) on the *processing date* will be processed same day or overnight and credited to nominated accounts.

## 2.3 Fees and charges

The current fees and charges for establishing and using the *Direct Credit Facility* are:

- Establishment Fee – a once off payment of \$165 (GST inclusive). This fee is payable upon receipt of the first *lodgement* by *you* or *your Bureau* (and is not payable if either of these events does not occur).
- Lodgement Fee - \$11 per *lodgement* by *you*, but not *your Bureau*, (GST inclusive). In addition, where a *lodgement* by *you* includes more than 200 payments, an additional \$0.06c per payment (GST inclusive) is payable for each payment in excess of 200.

These fees will be debited to the *account* specified as the *account* from which fees are to be debited in *your Request for Negotiation Authority (RNA)*, or to such other *account* subsequently agreed by *us* in writing. Fees will be debited on the *processing date* or the next *business day*.

We will send *you* a tax invoice at the end of each month where a fee was debited during that month confirming the amount of GST paid.

Where *you* use a *Bureau*, *your Bureau* and the *Bureau Bank* may impose fees and charges upon *you*. *You* should contact *your Bureau* for information about such other fees that may be payable.

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## 3. Your Direct Credit Facility

### 3.1 Changes affecting your Direct Credit Facility

*You* must notify *us* promptly of any changes that are relevant to *your Direct Credit Facility* for example a change of business name. *You* should do this by contacting *our* Payment Systems Electronic Banking Centre on (08) 8300 6660.

We are not responsible for any errors or losses resulting from a change of *your* details of which we are unaware.

If *you wish* to change the manner in which *your Direct Credit Facility* operates, such as by changing *your processing limit* or *debit account*, then again please contact the Payment Systems Electronic Banking Centre.

### 3.2 Communication between us

If *you* have a problem, concern, question or dispute about the *Direct Credit Facility*, please call *us* directly on (08) 8300 6660 and ask for *our* Payment Systems Electronic Banking Centre.

Communications in connection with the *Direct Credit Facility* must be in writing unless we agree otherwise. Communications from *us* may be signed by any of *our* authorised employees.

Unless specified elsewhere in this *Product Guide*, communications for *us*, including original completed *application forms*, should be given to one of *our* employees or *officers* at:

- *our* Payment Systems - Electronic Banking Centre 1<sup>st</sup> Floor, 169 Pirie St Adelaide; or
- any of *our* branches; or
- such other places as we advise *you* from time to time; or
- sent by prepaid post or electronically (including fax) to any of these places or to GPO Box 1048, Adelaide, South Australia, 5001 (as applicable); or

- given by any other means permitted by law.

We may communicate information to any one of *you* (which will be taken to be notice to all of *you*) by:

- delivering it to *you* personally; or
- for individuals, leaving it at *your* residential or business address last known to *us*; or
- for bodies corporate, leaving it at *your* registered office or principal place of business by leaving it with one of *your* officers; or
- sending it by prepaid post or electronically (including fax) to any of these places; or
- any other means permitted by law.

A notice or other document is taken to be given when:

- given personally - on the date of the document or the date it is received by the addressee, whichever is the later; or
- sent by post - on the date of the document or the date when it would have been delivered in the ordinary course of post, whichever is the later; or
- sent by facsimile transmission or some other form of electronic transmission - on the date of the document or the date on which the machine from which the transmission was sent produces a report indicating that the document was sent to the facsimile or other number of the addressee, whichever is the later.

Communications given by newspaper advertisement are taken to be received on the date they are first published.

If *you* are a company, all communications from *you* must be signed by a director (same for *lodgements* and *recalls* which must be signed by *authorised lodgement signatories*).

We may serve any document in a court action (including a writ of summons, other originating process or third or other party notice) on *you* by delivering it to *your* residential or business address last known to *us* or by leaving it there. This does not prevent any other method of service.

We may telephone *you* to confirm any instructions regarding your *Direct Credit Facility* sent by facsimile to *us*. We reserve the right to withhold processing any instructions regarding your *Direct Credit Facility* sent by facsimile to *us* until we have confirmed these instructions with *you* by telephone.

### 3.3 Changes to the *Direct Credit Facility* or information contained in this *Product Guide*

#### Changes to terms and conditions

Subject to the following, we may change the terms and conditions that apply to the *Direct Credit Facility* (including the fees and charges that apply) at any time.

#### **WE WILL NOTIFY YOU OF CHANGES TO THE *DIRECT CREDIT FACILITY* IN THE FOLLOWING WAY:**

Change	Minimum days notification	Method of notification
Introduce a new fee or charge (other than a government charge)	30 Days	In writing
Increase the amount of a fee or charge (other than a government charge)	30 Days	In writing or by press advertisement
Vary the method by which a fee or charge is calculated	30 Days	In writing
Introduce or vary any government charge that directly or indirectly affects <i>you</i> , unless the government agency has already publicised the change	Day of change	In writing or by press advertisement
Change any other term or condition	Day of change	In writing or by press advertisement

*You* agree that we may notify *you* of these changes by the methods described above.

## Other changes

We will advise you of any other material changes or significant events affecting the *Direct Credit Facility* or the content of this *Product Guide*. We will generally notify you of such matters before, or as soon as practicable after, the change or event occurs. You agree that we may notify you of this information in writing or by press advertisement.

For information in this *Product Guide* that is not materially adverse and is subject to change, you can obtain up-to-date information by:

- visiting our website at [adelaidebank.com.au](http://adelaidebank.com.au)
- emailing us on [enquiries@adelaidebank.com.au](mailto:enquiries@adelaidebank.com.au) or
- phoning us on 13 22 20 (within South Australia) or 1300 65 22 20 (outside South Australia).

A paper copy of any updated information will be provided free of charge upon request.

## 3.4 Privacy and confidentiality

### Your personal information

We use your personal information to help us provide you with the products and services that meet your needs, to maintain our records, to keep you informed about any changes that may affect your accounts and to meet our legal obligations. We may also use your information to conduct research and product development.

We treat your personal information as confidential and only disclose it to others where necessary. For example, we usually disclose your information to organisations to whom we outsource functions (such as mailing and printing houses) to IT providers and to authorised lodgement signatories. Other disclosures (where relevant) may include specialist advisers such as accountants and solicitors, credit reporting agencies, insurers, introducers, debt collection agencies and financial institutions and other organisations involved in providing services requested by you. Your information may also be disclosed to related companies within the Bendigo and Adelaide Bank Group, where confidentiality is maintained at all times.

Our privacy policy and further details of how we handle your personal information is available from us. Please refer to the **Contacting us** section at the beginning of this *Product Guide* for our contact details.

If you think your personal details are incorrect or outdated, or wish to access the information we hold about you, please contact us. You may need to complete an access request form, specifying the information that you wish to obtain. Depending on the request, a charge may apply for supplying the information.

### Other products and services

We use your information to inform you about financial products and services that are related to those you have with us, as well as other products and services we think may be of interest to you. These may be products and services of the Bendigo and Adelaide Bank Group or of companies we are associated with. If you do not wish to receive offers unrelated to your current products and services with us please contact us.

### Confidentiality of personal and financial information

We owe you a duty to keep information about you confidential, except in certain situations, such as where disclosure:

- is compelled by law (for example, a disclosure to a court which is required by a subpoena); or
- is made with your consent; or
- is required in the interests of the Bank. For example, if we are trying to recover a debt, we may have to inform solicitors, debt collectors, credit reference agencies or other credit providers.

Consent can be express (for example, a letter signed by you) or implied (for example, conduct that suggests that you agree to us giving your tax agent copies of bank statements). Our duty extends to information such as:

- the debit or credit balance of your account; and
- details of transactions on your account.

### Your credit information

We are also required by the Privacy Act not to disclose certain information about you, unless the disclosure is allowed under a specific exception in the Act. Broadly, protected information is information about your credit worthiness, such as information from a credit reporting agency. The exceptions include certain disclosures:

- to which *you* agree;
- to a credit reporting agency;
- to *your* guarantor in certain circumstances;
- to the insurer of *your* mortgage;
- to a *person* or body who settles disputes between *your* bank and its customers.

*You* agree to *our* disclosing to the entity operating *BECS* or any other participant in *BECS* and any agent appointed by any of them from time to time that provides the electronic systems needed to implement the *Direct Credit Facility*:

- (a) such of *your* personal information (for example *your* name, email address and the fact that *you* are *our* customer) as is necessary to facilitate *your* registration for or use of *BECS*; and
- (b) such of *your* transactional information as is necessary to process *your* *BECS* payments.

If *your* personal and transactional information is not disclosed to *us*, *BECS* or its agent, it will not be possible to process *your* lodgement.

*You* must notify *us* if any of *your* personal information changes and *you* consent to *us* disclosing *your* updated personal information to all other participants in *BECS* referred to in this section 3.4 as necessary.

### 3.5 Anti-Money Laundering and counter terrorism financing

We are committed to the regulatory requirements for anti-money laundering and counter terrorism financing (AML).

To comply with these requirements we may:

- require *you* to provide *us*, or otherwise obtain, any additional documentation or other information;
- suspend, block or delay transactions on *your* *account*, or refuse to provide services to *you*;
- report any, or any proposed, transaction or activity to any body authorised to accept such reports relating to AML or any other law.

### 3.6 Code of Banking Practice

We have adopted the Code of Banking Practice. The Code of Banking Practice will apply to the *Direct Credit Facility* if *you* are an individual or a small business (as defined in the Code of Banking Practice). In this *Product Guide* and at *your* request, we will provide *you* with general descriptive information concerning customer cheques or *our* banking services. This includes:

- account opening procedures;
- *our* obligations regarding the confidentiality of *your* information;
- complaint handling procedures;
- bank cheques;
- the advisability of *you* informing *us* promptly when *you* are in financial difficulty; and
- the advisability of *you* reading the terms applying to the relevant banking service.

*You* can request the following from *us*:

- general descriptive information concerning banking services, the identification requirements of the Anti-Money Laundering and Counter Terrorism Act 2006 (Cth) and the options available to *you* under tax file number legislation; and
- information on current *annual percentage rates* and fees and charges.

If there is any inconsistency between this *agreement* and the Code of Banking Practice we will follow the Code of Banking Practice.

### 3.7 Other regulations

As well as *your* *agreement*, industry codes of practice and legislation may provide further rights or obligations. Key sources of regulation which may apply include:

- Code of Banking Practice – a voluntary code of conduct which sets standards of good banking practice for banks to follow;
- Electronic Funds Transfer Code of Conduct – a voluntary code of conduct which applies to certain accounts and electronic transactions carried out by individuals;
- Privacy Act 1988 (Cth) – privacy legislation governing activities such as the collection, use and disclosure of personal information;
- Consumer Credit Code – legislation which regulates the provision of credit to individuals for consumer purposes;
- Corporations Act 2001 (Cth) – legislation which, among other things, regulates a wide range of activities relating to certain financial products
- Anti-Money Laundering and Counter Terrorism Financing Act 2006 (Cth) – legislation designed to combat money laundering and the financing of terrorism.

### 3.8 Our relationship

Your agreement with us will govern our relationship. As well as the express written terms in your agreement, there may be implied terms relating to everyday banking matters. The type of banking service you request is also relevant. For example, it is a debtor and creditor relationship with a loan or a deposit account. For a deposit account, this means we owe you your deposit and for a loan account you owe us.

Your relationship with us may automatically stop in some cases. For example, if you become bankrupt or insolvent, or if you die. If we wish to end your relationship, in most cases we will give you reasonable notice.

### 3.9 If you have a complaint or concern

If you believe your query or concern that you have raised with us in accordance with section 3.2 has not been resolved to your satisfaction in relation to our Direct Credit Facility simply:

- visit your local Adelaide Bank branch and ask for our **Compliments, Concerns and Questions** brochure;
- call our Customer Relations Department on **(08) 8300 6111**, or toll-free on **1800 266 233** Monday to Friday between 9am and 5pm (CST); or
- email us at [enquiries@adelaidebank.com.au](mailto:enquiries@adelaidebank.com.au)

#### Step 1

Within 48 hours of presenting your concern, you will be contacted by one of our consultants who has the experience and authority to handle the matter. Usually the issue can be resolved at this stage, however if it needs further consideration we will tell you exactly how long this will take. Only in exceptional circumstances would an investigation exceed 14 days.

#### Step 2

If you are not completely happy with the result from Step 1 you should immediately contact our Customer Relations Department to explain the reason (or reasons) for your dissatisfaction.

Upon receiving details of your dissatisfaction we will review the issue immediately and get back to you within 48 hours. Again, if the matter takes any longer to resolve we will still contact you within that time to let you know an expected outcome date.

#### Step 3

If you are not 100% satisfied with the way we have handled things, you may contact the Financial Ombudsman Service for an independent review of the complaint and result.

The Ombudsman's role is to formally investigate cases only after customers have exhausted the complaints procedures of their bank. The Ombudsman operates independently of any bank for the benefit of all bank customers. For further information on whether your complaint is within the Ombudsman's jurisdiction please refer to the Ombudsman's web site at [www.fos.org.au](http://www.fos.org.au) or you can contact the Ombudsman.

The Ombudsman can be contacted at:

Financial Ombudsman Services Limited

GPO Box 3, Melbourne, Victoria, 3001

Telephone: 1300 780 808

Facsimile: (03) 9613 6399

Email: [info@fos.org.au](mailto:info@fos.org.au)

### 3.10 Factors that may influence our advice

If you provide us with incomplete or incorrect information we may not be able to give you the best advice for your circumstances. Also, if you refuse to provide us with information we have requested, we may not be able to provide you with a financial product or a banking service.

This Product Guide has been prepared to help you decide whether the Direct Credit Facility suits your needs. Our staff do not receive any commissions or bonuses in relation to the Direct Credit Facility.

### 3.11 Risks

All financial products carry risk, and the following paragraph describes the most significant risks associated with the *Direct Credit Facility* described in this *Product Guide*.

#### **Risk of unauthorised lodgement**

There is a risk that we will process an unauthorised *lodgement*, for example if a *Lodgement Form* is given to us which appears to be, but is not, signed by *authorised lodgement signatories*. This will result in payments from *your debit account* that *you* may not have intended. We may not be able to retrieve such a payment. In operating *your Direct Credit Facility* *you* should have procedures in place to reduce the opportunity for fraud and forgery.

In order to manage the risk of unauthorised *lodgements* *you* should ensure that *Lodgement Forms* are safely stored and are only signed and approved by *authorised lodgement signatories*.

#### **Processing risk**

There is a risk of errors occurring in the processing of *your lodgement* due to inaccurate data being provided by *you*. This may result in a payment being made to someone other than the *person you* intended to pay. We may not be able to retrieve such a payment.

In order to manage processing risks *you* should check the accuracy of all *lodgement* details.

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## 4. Registering for the *Direct Credit Facility*

### 4.1 System requirements before using *Direct Credit Facility*

*You* need to supply and maintain *your* own equipment to use *our Direct Credit Facility*, including computer hardware, software and an account with an internet service provider (where necessary). Additionally, *you* will need to have an accounting software package (such as MYOB or Sybiz) which will allow *you* to create a payment file in industry standard format. If *you* do not have an accounting software package we can provide *you* with the requisite file specifications at *your* request.

If *you* choose to provide us with *your lodgement* electronically, *you* may do so by sending us the payment file via the Online Banking facility. We accept no liability for any loss or damage arising directly or indirectly out of or in connection with the internet browser loaded on *your* computer.

Online Banking allows *you* to send *your* payment file to us electronically. The payment file transmission will be encrypted via the Browser when being sent through to us. *You* should then send us *your Lodgement Form* by facsimile which will alert us to the fact that *your* payment file has been authorised and enables us to process *your* payment file.

### 4.2 Application forms

To use the *Direct Credit Facility* described in this *Product Guide* *you* will need to apply to us by completing the *application forms* (that is, the *Credit User Application* and the *RNA*) located at the back of this *Product Guide*. Alternatively, *you* can request that the *application forms* be sent to *you* in the post by contacting *our* Payment Systems Electronic Banking Centre on (08) 8300 6660.

### 4.3 Credit User Application

The *Credit User Application* must be signed by *you* or by a *person(s)* who is able to legally bind *you*.

The *Credit User Application* is *your* application to become a *Credit User* of *BECS*. *BECS* is the system used for the exchange of most electronic transactions between financial institutions in Australia.

We do not have to accept *your* application. If *your* application is accepted, we will allocate *you* a unique *BECS User ID*.

If *your* application is accepted and any financial institution thereafter accepts and acts on instructions given by *you* or a *Bureau* on *your* behalf in connection with *BECS* by use of that financial institution's *BSB number*, *you* agree that in consideration thereof, subject to any warranties implied by statute into a contract for the supply of services between *you* and us which cannot be excluded, restricted or modified by a term of the contract, *you* shall become bound to each such financial institution as follows:

- (a) you shall comply with all the obligations of a *Credit User* of BECS as advised by us from time to time and any amendment, modification or replacement thereof issued by us;
- (b) you shall obtain from every *person* whose account you wish to credit using the *Direct Credit Facility*, the correct title and account number of that *person's* account and correctly include such particulars in *your* payment file which may be either an electronic file or diskette;
- (c) you agree to indemnify and keep indemnified us and each *Participating Member* and *Appointor*, which from time to time participates in BECS, from and against all losses, outgoings, demands, damages, actions, suits and proceedings whatsoever, arising directly or indirectly out of or in connection with any failure by you, or a *Bureau* acting for you, to observe *your* obligations as a *Credit User* in respect of BECS;
- (d) you agree that *your* obligations as a *Credit User* will not be in any way affected by *your* engagement of a *Bureau* or our approval of such engagement;
- (e) you agree that the performance of *your* obligations in respect of BECS may be enforced by any *Participating Member* or *Appointor* which from time to time participates in BECS or by us for ourselves or on behalf of any of them;
- (f) you agree that the termination by any *Participating Member* or *Appointor* of the direct credit arrangements between you and the financial institution will not affect *your* obligations in respect of BECS to each *Participating Member* or *Appointor* which from time to time participates in BECS;
- (g) you agree that all implied conditions and warranties (statutory or otherwise) except for warranties or conditions implied by law upon us which are not capable of being excluded are hereby excluded from the *agreement* between you and us in respect of BECS and save as aforesaid there are no understandings, agreements, representations, conditions or warranties expressed or impliedly given by us, not specified herein, which relate to BECS or the services to be provided by us or any *Participating Member* or *Appointor* pursuant to BECS.

#### **4.4 Direct Entry System Authority/Request for Negotiation Authority**

The RNA is *your* authority to us to accept lodgements from you and, where you use a *Bureau*, to deal with a *Bureau Bank* that is arranging payments on *your* behalf.

The RNA is also *your* authorisation for us to debit the *debit account* in respect of *direct credit transfers*.

The *processing limit* you request is subject to our approval. See section 5.3 below for important information about *processing limits* and when we may exceed the *processing limit*.

In the RNA you also advise us of the frequency with which you will make lodgements.

In addition, the RNA contains *your* instructions as to who *your authorised lodgement signatories* are and how many signatures are required to authorise a lodgement. Specimen signatures of *authorised lodgement signatories* are required. *Authorised lodgement signatories* do not have to be signatories to the *debit account*. To change *authorised lodgement signatories* a new RNA must be completed and given to us.

The Direct Entry section of the RNA is to be completed if you wish to lodge *your* files via Online Banking. You need to advise us of *your* BECS User ID and the Customer Numbers of the authorised personnel able to lodge the files. Each authorised personnel must have access to Online Banking.

If you wish to use a *Bureau* then, the RNA is also *your* authorisation for us to establish a *Transaction Negotiation Authority (TNA)* with the *Bureau Bank*. The TNA is our authority to the *Bureau Bank* that it is authorised to act upon requests for *direct credit transfers* from you or your *Bureau* up to the *processing limit*. It is our undertaking to reimburse the *Bureau Bank* for the value of *direct credit transfers* up to the *processing limit*. The *Bureau Bank* will not process transactions without this undertaking. We may withdraw that undertaking at any time.

#### **4.5 Client Detail Sheet**

You will also need to complete a *Confirmation of Client Details Sheet* included at the back of this *Product Guide*.

The *Confirmation of Client Details Sheet* is the form by which you identify certain particulars including who the contact people are in respect of *your Direct Credit Facility* and *your* preferred lodgement method (i.e. disk or *Bureau*).

#### **4.6 Certificate of Registration or Incorporation**

If you are a company or other incorporated body, then when submitting *your application forms* you are required to provide us with a copy of *your* company's Certificate of Registration or Incorporation. You must also provide any certificates of business name, certificates of change of business name and any other documents we request.

#### **4.7 Acceptance of application**

We can accept or refuse *your* application at *our* discretion.

#### **4.8 Availability of Direct Credit Facility**

The *Direct Credit Facility* will be available to *you* once we have accepted *your* application, *you* have been allocated a *User ID* and that number has been activated within *BECS* (usually *5 business days* after allocation of *your User ID*) and we have successfully completed a *test file* (see section 4.9 below).

#### **4.9 Test File**

A *test file* will need to be provided to *us* prior to *you* commencing use of the *Direct Credit Facility*.

A *test file* tests the compatibility of the *Direct Credit Facility* with *your* computer system, it does not validate the account numbers of the accounts *you* wish to credit. It is *your* responsibility to check that the account numbers and title of all the accounts *you* wish to credit are correct before using the *Direct Credit Facility*.

*Your test file* must contain *your User ID*. When first creating *your file*, *your* computer system will require *you* to enter *our* Bank Identifier which is **ADL**.

It is essential that *your User ID* and the Bank Identifier are correct, as any alteration will result in rejection of requested transfers. Rejection of requested transfers will result in delays to *our* processing sequence and may result in transactions not being credited on the anticipated date.

*You* are required to provide a *test file* to *us* at least 14 days prior to *your first lodgement*. This will allow time for:

- *us* to ensure that *your files* conform to *our* system specifications; and
- *you* to implement system changes and re-submit further *test files* if *your initial test file* is rejected.

*Your test file* must be accompanied by a completed *Lodgement Form* marked "Test Only".

One of *our* officers will arrange for the testing of *your test file* and will communicate directly with *you* regarding the suitability or otherwise of *your test file*.

Following successful completion of *your test file*, we will write to advise *you* confirming:

- (a) the date from which the *Direct Credit Facility* will be available to *you*; and
- (b) the applicable fees that may be payable to *us*.

#### **4.10 Lodgement Form**

A *Lodgement Form* is to be completed and provided to *us* with each *lodgement* submitted by *you* in accordance with section 5.1 below. A *Lodgement Form* must be signed by the required number of *authorised lodgement signatories*. By signing the *Lodgement Form* the *authorised lodgement signatories* authorise *us* to process the *lodgement*. *You* will be provided with an initial supply of *Lodgement Forms* prior to *you* commencing use of the *Direct Credit Facility*. *You* should then photocopy *Lodgement Forms* for future use.

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### **5. Using the Direct Credit Facility**

#### **5.1 Submitting a lodgement**

To use the *Direct Credit Facility* (other than by using a *Bureau*) *you* must submit a *lodgement*. *You* do this by delivering to *us*:

- (a) the payment file which is an electronic file or diskette in a form we accept containing details of the payments requested; and
- (b) the *Lodgement Form*, which must be completed in full and signed by duly *authorised lodgement signatories*. The *Lodgement Form* must be provided in either original form or by facsimile and must accompany each *lodgement*.

The process *you* must follow where *you* use a *Bureau*, is set out below in section 5.2.

*Lodgements* must be lodged with *our* Payments Systems Electronic Banking Centre before 11.00am (Adelaide Time) on the *processing date (lodgement deadline)*. Requests lodged by 11.00am (Adelaide Time) on a *business day* will be processed same day or overnight and credited to the recipient accounts overnight.

An extension to the *lodgement deadline* may be approved in emergency situations by contacting the Electronic Banking Centre Team Leader on (08) 8300 6793. Any such extension is only available at *our* discretion.

Unless an extension of the *lodgement deadline* is granted, *lodgements* arriving after the *lodgement deadline* may not be processed until the following *business day* or the succeeding night.

You must bear all costs of delivery (and return where necessary) of any diskette, electronic message or *Lodgement Form* to us.

You are responsible for the delivery of *your* electronic file or diskette to us and we are under no obligation to advise you of any non-delivery. Confirmation of delivery can be obtained by contacting *our* Payment System Electronic Banking Centre on (08) 8300 6660.

### **Electronic Lodgement**

The electronic payment file should be sent via Online Banking.

Your duly authorised *Lodgement Form* for each electronic payment file should be sent by facsimile to:

Attention: Electronic Banking Centre  
Adelaide Bank Payment Systems Department  
Facsimile number: (08) 8300 6665

### **Diskette Lodgement**

Diskettes must be clearly marked on a self-adhesive label with sufficient information to easily identify *you* and must be delivered to *our* Payments Systems Department in a secure container together with a duly authorised *Lodgement Form*.

This can be done by delivering or couriering the diskette and *Lodgement Form* to:

Attention: Electronic Banking Centre  
Adelaide Bank Payment Systems Department  
1<sup>st</sup> Floor, 169 Pirie Street  
ADELAIDE SA 5000

If *you* chose to have *your* diskette and *Lodgement Form* couriered to us, it is essential that sufficient time is allowed to ensure that the delivery is made before the *lodgement deadline*.

*Our* office hours for deliveries are 8.30am to 5.15pm on *business days*.

## **5.2 Using a Bureau**

If *you* are the holder of an *ABL Business Cheque Account*, *you* may engage a *Bureau* to arrange for *direct credit transfers*. The *Bureau* does this by sending the relevant details to its own financial institution, the *Bureau Bank*.

*You* must obtain *our* prior written approval to the use of a *Bureau*. The *Bureau* acts as *your* agent, not *ours*.

The terms of agreement between *you* and *your Bureau Bank* are independent of *us* and are to be agreed by *you* and the *Bureau*. The terms of agreement between the *Bureau* and the *Bureau Bank* are also independent of *us* and are to be agreed by those parties.

*Your* obligations to *us*, and *our* liability to *you*, will not be affected by the engagement of the *Bureau*.

If *you* provide instructions through a *Bureau* the following process will occur:

- (a) on the *processing date*, the *Bureau* will give *your* payment file to the *Bureau Bank*;
- (b) overnight the *Bureau Bank* will, via *BECS*, arrange:
  - (i) payment to the nominated payee or payees; and
  - (ii) recovery of those amounts from *us*;
- (c) we will debit *your debit account* for the amount of the payments.

We cannot refuse to reimburse a *Bureau Bank* for amounts up to the *processing limit* unless we have previously withdrawn *our* undertaking to reimburse the *Bureau Bank* given pursuant to the *TNA* (See section 4.4).

## **5.3 Processing Limit**

The *processing limit* is the dollar amount specified in the *RNA* (or as specified in a replacement *RNA* agreed to by *us*) relevant to the period of time also specified in the *RNA* (*processing limit*). The maximum dollar value of payments that *you* or *your Bureau* should authorise as *direct credit transfers* for the period nominated in *your RNA* should not exceed the *processing limit*.

**Please note that we are not bound or limited by the *processing limit*** (see section 5.3(e) below).

We suggest that the *processing limit* that *you* request should be *your* estimated maximum value of *direct credit transfers* for the interval specified in *your RNA* plus an additional 20% to allow for any increases or extraordinary payments that may arise.

You should note that:

- (a) approval of the *processing limit* is at our discretion;
- (b) we may require you to provide us with cash security by placing cash on deposit in an *account* with us to ensure that you have available funds to meet any *direct credit transfers* that you or your *Bureau* request. We may require that a hold is placed on funds in that *account* to ensure the availability of the proceeds. The effect of the hold is that you will not be able to withdraw those funds or close the *account* without our consent whilst you maintain a *Direct Credit Facility*. You authorise us to apply the balance (or part thereof) of this *account* to pay any overdrawn balance of the *debit account*. So, for example, if a *lodgement* will result in the *debit account* being overdrawn, we may still process that *lodgement* and make payments where we can draw on the balance of the separate deposit *account* and pay such drawing to the overdrawn *debit account*
- (c) where we are unable to approve the *processing limit* and you are unable to provide cash security, we may require that you have sufficient funds available in your *debit account* prior to us processing each of your *lodgements*. In that case, we will check that sufficient funds are available in your *debit account* and debit those funds from your *account* before processing your *lodgement*. If you do not have sufficient funds available in your *debit account*, we will telephone you to advise you that we are unable to process your request for *direct credit transfers* until you have sufficient funds available;
- (d) the *processing limit* may be varied by agreement with us;
- (e) we may allow a *lodgement* even if the dollar value of payments in that *lodgement* or in all *lodgements* during the interval to which a *processing limit* relates exceeds the *processing limit*. We may do this without reference to you. We may do this even if the effect of our action will be to overdraw the *debit account*. You agree that we may process *lodgements* that exceed the *processing limit* without reference to you and that we may, as a result, overdraw the *debit account*. Unless the terms of the *debit account* permit otherwise, any such overdrawn amount is immediately payable by you to us. However, we are not obliged to process any such *lodgement* (in part or at all) if the amount of the *lodgement* will cause the *processing limit* to be exceeded. Our rights specified above apply not only to a *lodgement* but also where a *Bureau* is used and we may be asked to make payment to the *Bureau Bank*.

#### **5.4 Your debit account**

Your *debit account* is the *account* specified by you in your *RNA*.

The funds required to satisfy a *lodgement* by you or where a *Bureau* is used will be drawn from this *account*. You agree that such drawings constitute valid and permissible debits to that *account*.

Notwithstanding section 5.3, you must ensure that your *debit account* has sufficient funds to cover any *lodgement* by you or where a *Bureau* is used. You must also ensure that the *account* to which fees are to be debited has sufficient funds to cover any relevant fees. We may treat any payments to be made using that *Direct Credit Facility* in priority to any cheque drawn on or other withdrawal instruction that we have received in relation to the *debit account*.

#### **5.5 Authority to direct a lodgement**

Where you submit a *lodgement* directly to us, we will only act upon that *lodgement* where that *lodgement* has been given by an *authorised lodgement signatory*.

We are not liable for any unauthorised *lodgement*, including where we have not been previously notified in writing that a *person* is no longer authorised.

It is your responsibility to check that the amounts recorded in the payment file and written in the "Credit Value" and "Debit Value" box on the *Lodgement Form* or that appear on any other record of a transaction are correct before you authorise the transaction or sign the *Lodgement Form*. If you use a *Bureau*, it is your responsibility to ensure that the information provided to the *Bureau*, and by the *Bureau* to the *Bureau Bank* is correct.

We are not responsible for any delays or errors in processing or for any rejected *direct credit transfers* including due to the provision of incorrect information by you or a *Bureau*.

#### **5.6 Errors**

You must notify us immediately if you become aware of any error in a *lodgement* given to us. You should note that if funds are sent to an incorrectly quoted account number then it may not be possible to retrieve those funds.

In the event that:

- (a) you provide us with an incorrect *BSB Number*, we will identify that error at the time of processing, and we will contact you to make alternative arrangements.

- (b) you provide us with an incorrect account number for a recipient account and that account number is not recognised at the recipient financial institution the funds may be returned to *your debit account* by the recipient's financial institution. Any returns will normally be received by you within 24 hours. If funds are returned to you, you will need to make alternative arrangements for payment.
- (c) you provide us with the incorrect account number for a recipient which is a valid account number at the recipient financial institution you must notify us of this error and we will raise a direct credit entry recall with the recipient financial institution. However, we may not be able to retrieve those funds.

## 5.7 Recalling a lodgement

In the event that you need to stop a lodgement being processed, you can contact us to request that we prevent the processing of that lodgement (*recall*).

We cannot prevent the processing of a request for *direct credit transfer* that you have made through your Bureau. You should ask your Bureau or refer to the agreement between you and your Bureau to find out whether a request for *direct credit transfer* that you have made through your Bureau can be stopped.

We will accept a recall of an individual *direct credit transfer* or an entire payment file up until 2.00pm on the *processing date*. If you want to recall an individual *direct credit transfer* you must recall the total amount of that transfer. We will not accept partial recalls of individual *direct credit transfers*.

In order to lodge a recall an authorised lodgement signatory should contact our Payment Systems Electronic Banking Centre by telephone on (08) 8300 6660 with the following information for a each individual *direct credit transfer* being recalled:

- recipient financial institution name or BSB Number;
- recipient account number;
- account holder's name;
- amount of transaction; and
- payroll/credit date.

The authorised lodgement signatory should then immediately confirm the recall in writing by facsimile to (08) 8300 6665. A recall will not be effective unless and until written confirmation is received.

## 5.8 Refusal to process a lodgement

We may refuse to process a lodgement in certain circumstances, such as where:

- (a) your debit account or account to be debited for associated fees has been closed;
- (b) there are not enough available funds in your debit account to make the requested payments;
- (c) there is some irregularity with your lodgement, for example if your Lodgement Form is unsigned, or has been materially altered and an authorised lodgement signatory has not signed the alteration, or the total of the payments requested differs from the Lodgement Form;
- (d) you have requested a recall.

If we do not process a lodgement it means the payments requested will not be made.

We will take reasonable steps to advise you of a refusal by us to process a lodgement. We will refund to your debit account any amount that has already been debited and not paid to a third party pursuant to the lodgement.

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## 6. Your Obligations

### 6.1 Your Obligations

You are liable for all of your obligations as set out in this Product Guide both on your own and for obligations in respect of a particular account, and subject to the terms of that account, jointly with any one or more other persons who may hold the account jointly with you.

### 6.2 Liability

You will be liable for all *direct credit transfers* made from, or as a result of which a debit is to be made to, an account whether we are instructed by an authorised lodgement signatory or by an unauthorised person.

We are not responsible or liable for any loss or damage suffered by you or any other person arising directly or indirectly from or in connection with the *Direct Credit Facility*:

- (a) should any *lodgement* not be processed promptly, not be processed in the way we have said it will be processed, or is erroneous;
- (b) should we not receive, or receive but be unable to access or act upon, a *lodgement* or other instruction at any time;
- (c) should a *lodgement* not be authentic or accurate, or should it contain errors or omissions;
- (d) should we be unable to process a *recall* for any reason;
- (e) should the Online Banking facility be unavailable for any reason or should the Online Banking software fail to function or to function properly;
- (f) if a *Bureau* does not act in accordance with *your* instructions or expectations; or
- (g) for any other reason where the law or the *Code of Banking Practice* do not provide that *you* are not so liable.

### 6.3 Indemnity from you

Unless *your* liability is limited by another term in this *Product Guide*, *you* agree to indemnify *us* against any loss, damage, liability, cost, charge or expense (including costs, charges or expenses in connection with legal or other advisers) that we may suffer or incur directly or indirectly as a result of providing a *Direct Credit Facility* to *you* “including without limitation”, because of:

- (a) any claim, demand or action of any kind brought against *us* arising directly or indirectly from *you* not observing any of *your* obligations set out in this *Product Guide*;
- (b) *us* acting on instructions given by an *authorised lodgement signatory*;
- (c) *us* making a payment to a *Bureau Bank* or a *Bureau Bank* acting on instructions given by a *Bureau*; or
- (d) *you* acting negligently or fraudulently.

### 6.4 Implied conditions and warranties

Some legislation (including the Trade Practices Act) implies conditions and warranties into particular types of contract, and some legislation does not permit such conditions and warranties to be excluded, restricted or modified by these conditions. The terms and conditions contained in this *Product Guide* are limited such that they do not exclude, restrict or modify any of those rights.

However, so far as the law allows, we do not make any representations or give any warranties about the *Direct Credit Facility* being provided with due care and skill or being reasonably fit for the purpose for which it is supplied.

To the extent permitted by law *our* liability for any breach of a condition or warranty is limited to:

- (a) in the case of goods, the replacement or repair of the goods or the cost of replacing or repairing such goods; or
- (b) in the case of services, the supplying of the services again or the payment of the cost of having these services supplied again.

Circumstances in which the law would permit *us* to limit *our* liability for these implied conditions and warranties include under the Trade Practices Act if *you* acquire the *Direct Credit Facility* for business purposes and *you* cannot establish that it would be unfair or unreasonable for *us* to rely on this limitation of *our* liability.

## 7. General matters

### 7.1 Suspension of *Direct Credit Facility*

We may suspend *your* access to the *Direct Credit Facility* at any time without notice.

In the case of suspension, we may reinstate access to the *Direct Credit Facility* at any time without notice. We may also require *you* to contact *us* before we reinstate access to the *Direct Credit Facility*, but we are not obliged to do this.

### 7.2 Termination of *Direct Credit Facility*

Notwithstanding any period specified in an *RNA*, the *Direct Credit Facility* may be terminated at any time by *you* or *us* by written notice. Notwithstanding such termination, *you* remain liable for any *lodgements* received by *us*, or other liabilities we incur in respect of *your* *Direct Credit Facility* “prior to the time of receipt of such written notice” or, if later, “the date of effect of such written notice”.

### 7.3 Variations and waivers

A provision of this *agreement*, or a right created under it, may not be waived except in writing signed by the party or parties to be bound.

We may agree to change this *agreement* or defer or waive any of these terms and conditions without creating a new *agreement*.

## 7.4 Time

A reference to a time in this *Product Guide* is a reference to the time in Adelaide, South Australia.

## 7.5 How we may exercise our rights

We may exercise a right or remedy or give or refuse *our* consent in any way we consider appropriate including by imposing reasonable conditions. If we do not exercise a right or remedy fully or at a given time, we can still exercise it later. *Our* rights and remedies under this *agreement* are in addition to other rights and remedies provided by law independently of it or by any other agreement. *Our* rights and remedies under this *agreement* may be exercised by any of *our* employees or any other *person* we authorise.

We are not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy.

## 7.6 Our certificates

We may give *you* a certificate about a matter or about an amount payable in connection with this *agreement*. The certificate is sufficient evidence of the matter or amount, unless it is proved to be incorrect.

## 7.7 Assignment

We may assign *our* rights under this *agreement*. *You* agree that we may disclose any information or documents we consider desirable to help *us* exercise this right. *Your* rights are personal to *you* and may not be assigned without *our* written consent.

## 7.8 Inconsistent legislation

Where legislation applies to this *agreement* then if:

- that legislation would otherwise make a provision of this *agreement* illegal, void or unenforceable; or
- a provision of this *agreement* would otherwise contravene a requirement of that legislation or impose an obligation or liability that is prohibited by legislation,

this *agreement* is to be read as if that provision were varied to the extent necessary to comply with that legislation or, if necessary, omitted.

To the extent allowed by law and subject to the paragraph above, this *agreement* prevails to the extent it is inconsistent with any law.

## 7.9 Applicable law

This *agreement* is governed by the law in force in South Australia. *You* and we submit to the non-exclusive jurisdiction of the courts of that place.

## 7.10 Notification

If *you* wish to use a *Bureau* *you* are responsible for ensuring that the *Bureau* is made aware of the content and terms of this *Product Guide*. *You* must ensure that *your authorised lodgement signatories* are made aware of the content and terms of this *Product Guide*.

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## 8. Glossary

In this *Product Guide* the following expressions have the following meanings unless the context otherwise requires:

**ABL Business Cheque Account** means the facility known as a “Business Cheque Account” made available by *us*.

**account** means an account *you* hold with *us*.

**agreement** means the terms and conditions contained in this *Product Guide*.

**application forms** means the *Credit User Application* and the *RNA* as they appear at the back of this *Product Guide*.

**Appointor** means a *Participating Member* or a “non-member of *BECS* who enters into an arrangement for representation within *BECS* with an existing member of *BECS*”.

**authorised lodgement signatory** means a *person* who *you* have authorised in an *RNA* or other document acceptable to *us* to sign to verify *Lodgement Form* details.

**BSB Number** means the unique number assigned to each financial institution for the purpose of processing payments.

**BECS** means Bulk Electronic Clearing System.

**Bureau** means a company or organisation that *you* can request provide to its bank requests for *direct credit transfers*.

**Bureau Bank** means a bank with which a *Bureau* lodges requests for *direct credit transfers*.

**business day** means a day other than a Saturday, Sunday or public, special or bank holiday in Adelaide, South Australia.

**Confirmation of Client Details Sheet** means the Confirmation of Client Details Sheet as appears at the back of this *Product Guide* or as subsequently provided to *you*.

**Credit User** in this agreement means *you*, a registered user of *BECS* who is able to request *direct credit transfers* through your *User FI* for distribution to a *Ledger FI*.

**Credit User Application** means the credit user application located at the back of this *Product Guide* or as otherwise provided to *you*.

**debit account** means *your account* with *us* which is to be debited as a consequence of *direct credit transfers*.

**direct credit transfer** means a transfer of funds to third parties via *BECS*.

**Direct Credit Facility** means the facility that we issue pursuant to which *you* can arrange non-cash payments from an *account* to a third party or parties by:

- (a) making a *lodgement*; or
- (b) arranging for a *Bureau* to lodge a request for *direct credit transfers* with a *Bureau Bank*.

**Ledger FI** means "in relation to a *lodgement*, each *participating member* of *BECS* to which the *lodgement* is addressed, that is, the payee financial institutions receiving the *direct credit transfer* payments".

**lodgement** means a request by *you* for *us* to process *direct credit transfers* as evidenced by your *lodgement* of the payment file and *Lodgement Form* as contemplated by section 5.1.

**lodgement deadline** means the deadline for submitting *lodgements* to *us* for processing on the same day or overnight in accordance with section 5.1.

**Lodgement Form** means a Direct Entry Lodgement Form being a form of that name as appears at the back of this *Product Guide* or as subsequently provided to *you*.

**Online Banking** - is accessible via the Internet from the Adelaide Bank website [adelaidebank.com.au](http://adelaidebank.com.au)

**Participating Member** means a body corporate that in accordance with the *BECS* regulations is a participant in *BECS*.

**person** includes an individual, a firm, a body corporate, an unincorporated association or an authority.

**processing date** means the day that we process your *direct credit transfers* in relation to a particular *lodgement* which is the *business day* before the *direct credit transfer* payments are expected to be available to be drawn upon by the payee.

**processing limit** has the meaning given in section 5.3.

**Product Guide** means this *Direct Credit Facility Product Guide*.

**recall** has the meaning given in section 5.7.

**RNA** means the Direct Entry System Authority/Request for Negotiation Authority in the form as appears at the back of this *Product Guide* (or as subsequently provided by *you* and signed by *you* or on your behalf).

**test file** means a test electronic file, or diskette, and *Lodgement Form*.

**TNA** means a 'Transaction Negotiation Authority' which is the authorisation given by *us* to a *Bureau Bank* to process a file containing a users credit items, the total of which do not exceed the *processing limit*.

**User ID** means the identification number allocated to *you* by *us*.

**User FI** in this agreement means *us*, the *Participating Member* or *Appointee* who introduces a *Credit User* to *BECS*.

**we** means Adelaide Bank a Division of Bendigo and Adelaide Bank Limited (ABN 11 068 049 178) and its successors and assigns and *our* and *us* has a corresponding meaning.

**you** means the *person* who applies to *us* to use our *Direct Credit Facility* and *your* has a corresponding meaning.

The singular includes the plural and vice versa.

A reference to:

- (a) a document includes any variation or replacement of it;
- (b) law means common law, principles of equity, and laws made by parliament (and laws made by parliament include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them);
- (c) any thing includes the whole and each part of it;
- (d) a section or part is to a section of or part of this *Product Guide*.

# Direct Entry System Authority/ Request for Negotiation Authority - Direct Credits



**TO:** Adelaide Bank,  
Electronic Banking Centre,  
1st Floor, 169 Pirie Street, Adelaide 5000.      Date:  /  /

**WE HEREBY REQUEST** that you establish a Direct Transaction Negotiation Authority (hereunder called "the Authority") authorising Adelaide Bank to accept files either electronically or disks lodged by ourselves or *Bureau Bank* on our behalf, which includes instructions for direct credit entries to a maximum total value as specified below, plus charges from time to time and to act on such instructions at the interval and for the period as specified hereunder or such differing value and/or period as we may from time to time request in writing.

In consideration of your granting this request you are hereby authorised to debit the account specified with all drawings under the Authority. It is hereby acknowledged that you may in your absolute discretion give priority to drawing under the Authority over any cheques or other mandate or authority drawn or given now or in the future in respect of the undermentioned account.

**\* Delete if not applicable**

\* We advise you that any  of the persons whose specimen signature appear below are authorised to complete on our behalf Adelaide Bank's User Lodgement form with regard to the processing of electronic media/disks identified by the User Identification Number shown below.

\* Any previous authority regarding signatories for electronic/disk lodgement purposes is hereby cancelled.

Notwithstanding the period stated in the Authority this facility may be terminated at any time by either of us by written notice but without prejudice to liabilities if any incurred hereunder prior to the date of receipt of such written notice.

User's name:       User's identification number:

Bureau Bank name:

**Processing limit of direct credit entries:**

Amount:  \$      Amount in words:

**INTERVAL** Covering maximum total value (non-cumulative)

Weekly     Fortnightly     Monthly     Other - Specify

**PERIOD** - Termination date

/  /      or until further notice

**Account to be debited for debit entry:**

Account name:       BSB number:       Account number:

**Account to be debited for charges:**

Account name:       BSB number:       Account number:

**\*Specimen signature/s - to complete User Lodgement form:**

**SPECIMEN SIGNATURE 1**

Full name:   
Signature:       Date:  /  /

**SPECIMEN SIGNATURE 2**

Full name:   
Signature:       Date:  /  /

**SPECIMEN SIGNATURE 3**

Full name:   
Signature:       Date:  /  /

**SPECIMEN SIGNATURE 4**

Full name:   
Signature:       Date:  /  /

**DIRECT ENTRY**

I/we wish to provide access/revoke existing access to the Direct Entry service via Online Banking to the following Operators, who have Online Banking access:

New access:	Revoke access:	Linked Operator:	Linked Operator customer number:	Account to which this request related:
Eg. <input checked="" type="checkbox"/>	<input type="checkbox"/>	John W Smith	0031234567	0032547891 CR01
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			

I/we acknowledge having received and agree to be bound by the terms and conditions of the Direct Credit PDS.

**\*Authorised signature/s - signed in terms of "Notice of Authority to Transact Banking Business":**

Signature:

Date:  /  /

Signature:

Date:  /  /

**[ OFFICE USE ONLY ]**

Approved limit:

\$

Authorised by (manager's signature):

Signing Authority confirmed by (signature):

# Credit User Application



**TO:** Adelaide Bank a Division of Bendigo and Adelaide Bank Limited, ABN 11 068 049 178 (“User Financial Institution”) and to each Participating Member and Appointor (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”):

(“The User”) ACN or ARBN

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

The Credit User **HEREBY ACKNOWLEDGES** that the User FI is at liberty to accept or decline this application. If the 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 Appointor 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 Appointor, which from time to time participates in BECS, from and against all losses, outgoing, demands, damages, actions, suits and proceedings whatsoever, arising directly or indirectly out of or in connection with any failure by the Credit User, or a Bureau acting for the Credit User, to observe any obligations of a Credit User in respect of BECS.
4. If the Credit User with the prior written approval of the User FI engages a Bureau to prepare and/or lodge acceptable media by which the Credit User’s instructions are given to a financial institution, the Credit User’s obligations will not be in any way affected by its engagement of a Bureau or the User FI’s approval thereto.
5. The performance of the Credit User’s obligations in respect of BECS may be enforced by any Participating Member or Appointor 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 Appointor 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 Appointor 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 relate to BECS or the services to be provided by the User FI or any Participating Member or Appointor 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 sub-paragraph 8, 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.)

The Credit User certifies that the foregoing undertakings are within the powers of the Credit User to give.

AUTHORISED OFFICER 1	AUTHORISED OFFICER 2
Name and title of Authorised Officer (print): <input type="text"/>	Name and title of Authorised Officer (print): <input type="text"/>
Authorised signature: <input type="text"/>	Authorised signature: <input type="text"/>
Date: <input type="text"/> / <input type="text"/> / <input type="text"/>	Date: <input type="text"/> / <input type="text"/> / <input type="text"/>

Bank User Identification Number:  Date:  /  /

**Note: Signatories must be empowered to bind the User to the obligations in this document - not necessarily cheque signatories.**

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# Confirmation of Client Details



Please complete the following information required for the setting up of the Direct Credit System.

User name:

ACN/ARBN:

User's preferred name: (maximum 26 characters including spaces)

Client address:

  
  

Client postal address:

  
  

Client Bank User I.D.: (if known)

Operational contact:

Phone number:

Financial contact:

Phone number:

Transaction numbers:

Lodgement method: (Electronic/Disk/Bureau)

Frequency: (Weekly/Fortnightly/Monthly)

Type of payment: (eg. Salary/Dividend/Direct Debit)

## AUTHORISED SIGNATURE 1

Full name:

Signature:

Date:

## AUTHORISED SIGNATURE 2

Full name:

Signature:

Date:

**Note: Signatories must be empowered to bind the User to the obligations in this document - not necessarily cheque signatories.**

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# Direct Entry Lodgement (Disk/Electronic)



Complete in full and deliver with diskette.

**TO: Adelaide Bank**  
**Electronic Banking Centre**  
**1st/169 Pirie Street, Adelaide**  
**IF ELECTRONIC FAX TO: (08) 8300 6665**

From:

## LODGEMENT DETAILS

Date to be processed:

/  /

This is the date on which:

- a) the file(s) listed is/are to be processed
- b) the entries will be debited/credited/transmitted/remitted to customer accounts in accordance with normal banking practices

Number of files:

Media type:  Disk  Electronic

Contact name:

Contact phone number Business hours (8.30am - 5.15 pm)

Please note: lead time required - 24 hours, lodgements received after 11.00am will be processed the following day.

## FILE DETAILS

	User ID number:	File name:	Number of transactions:	Credit value:	Debit value:
1.	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
2.	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
3.	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
4.	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
5.	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
6.	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
7.	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
8.	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
9.	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
10.	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
11.	<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

Where additional files are being lodged, please attach a second sheet of file details.

We acknowledge that Adelaide Bank(s) is/are not responsible for any delays in debiting/crediting/remitting to customers accounts.

## CUSTOMER 1

Full name:

Signature:  Date:  /  /

## CUSTOMER 2

Full name:

Signature:  Date:  /  /

### [ OFFICE USE ONLY ]

#### Payment systems

Lodgement Authority and signatures verified.

Processing limit:  Approved.

Authorised signature:

Signing number:

#### Data Centre use only

Time received:

Date received:  /  /

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## **For more information**

- **visit one of our branches**
- **talk to your adviser**
- **call 13 22 20**  
**(within South Australia)**
- **call 1300 65 22 20**  
**(outside South Australia)**
- **visit [adelaidebank.com.au](http://adelaidebank.com.au)**