

## **BPAY PAYER**

### **BPay Bill Payments via CDF Online**

The Catholic Development Fund (CDF) has entered into an agreement with the Commonwealth Bank (CBA) whereby the CBA has sponsored the CDF as a Participant Institution Member (PIM) to enable the CDF to participate as a Payer Institution in the **BPay Scheme** and to settle BPay transactions with BPay Pty Ltd.

As a participant of the **BPay Payer** scheme, CDF clients are able to initiate online payments to institutions that offer a BPay payment option, including public utilities via **CDF Online**.

Clients wishing to participate in the **BPay Payer** scheme are required to register and apply to the CDF for access by completing the attached agreement. Please note that use of **BPay Payer** is governed by the BPay Terms and Conditions.

The following documents are enclosed:

**Agreement to Access BPay via CDF Online**

This agreement must be completed, signed and returned to the CDF following which **BPay Payer** will become an option on **CDF Online**.

**BPay Terms and Conditions**

These should be read and filed for reference.

**User Guide for generating BPay Payments via CDF Online**

Instructions to assist with generating BPay payments via **CDF Online**.



# AGREEMENT TO ACCESS BPAY VIA CDF ONLINE

<b>DATED:</b>
<b>PARTIES:</b>
A. <b>THE CATHOLIC DEVELOPMENT FUND, ARCHDIOCESE OF CANBERRA &amp; GOULBURN (CDF)</b> of 55 Franklin Street, Forrest ACT.
B.

- A. The CDF has entered into the Agreement with the CBA whereby the CDF may act as a PIM within the BPay Scheme.
- B. The **Client** is the customer (parish, school, archdiocesan agency) of the CDF who wishes to initiate BPay payments via **CDF Online**.

## IMPLEMENTATION:

### 1. DEFINITIONS

**BPay** means the electronic payment scheme called BPay operated in cooperation between Australian financial institutions, which enables consumers to effect bill payments to billers who participate in BPay, via Internet access or any other access method as approved by Payer institutions from time to time.

**BPay Payment** means an electronic payment transacted using the BPay service.

**BPay Pty Ltd** means BPay Pty Limited ABN 69 079 137 518, PO Box 1083, North Sydney NSW 2059.

**BPay Scheme** means BPay Payments.

**BPay Terms & Conditions** means the terms & conditions setting out the Client's rights & responsibilities as a Payer & the CDF as Payer Institution with respect to access to & usage of the BPay Scheme as varied from time to time & as at the date of this agreement.

**Payer** means any person or organisation that makes BPay payments.

**Payer Agreement** means the agreement between the CDF & CBA under which the CBA sponsors the CDF into the BPay Scheme as a PIM.

**PIM** means a Participant Institution Member within the BPay Scheme.

### 2. CDF ONLINE

- As a registered user CDF clients will be able to initiate BPay Payment using the Access Method as defined in the BPay Terms & Conditions & in the manner set out in the BPay Terms and Conditions.
- In executing this agreement the client acknowledges that it has read & will be bound by the provisions of the BPay Terms & Conditions.

### 3. TERMINATION

- Either party may terminate this agreement upon thirty (30) days written notice. In addition this agreement shall terminate upon the termination of either the Payer Agreement of the BPay Terms & Conditions.
- This agreement may be varied in accordance with the BPay Terms & Conditions.
- In the event of a conflict between this Agreement & the BPay Terms & Conditions the BPay Terms & Conditions shall apply.

**CATHOLIC DEVELOPMENT FUND**

Position & Name	Signature

**CLIENT**

Position & Name of authorised signatory (Parish Priest/School Principal/Executive Officer)	Signature

# Catholic Development Fund, Archdiocese of Canberra & Goulburn

## BPay Terms & Conditions

These Terms & Conditions set out the rights & responsibilities of you, the 'Payer' & the CDF, the 'Payer Institution', with respect to access to & usage of the BPay Scheme.

It will be taken as a given that you have read, understood & accepted these Terms & Conditions. On using the facility these Terms & Conditions will apply to every BPay payment on your account & you will be legally bound by them.

### DEFINITIONS

**Access Method** means the entry of client login details together with your access password or any method authorised by the CDF from time-to-time for your use & accepted by the CDF as authority to make a **BPay Payment** & to access your Account.

**Account** means any of your accounts held with the CDF which the CDF agrees that you may access for the purpose of effecting **BPay Payments**.

**ASIC** means the Australian Securities & Investment Commission.

**BPay** means the electronic payment scheme called BPay operated in cooperation between Australian financial institutions, which enables consumers to effect bill payments to billers who participate in BPay, via Internet access or any other access method as approved by Payer institutions from time to time.

**BPay Payment** means an electronic payment transacted using the BPay service.

**BPay Pty Ltd** means BPay Pty Limited ABN 69 079 137 518, PO Box 1083, North Sydney NSW 2059.

**BPay Scheme** means **BPay Payments** & any other enhancement of or addition to it introduced by BPay.

**PIM** means a Participant Institution Member within the BPay Scheme.

1. USING THE BPAY SCHEME
  - 1.1 Bills that may be paid through the BPay Scheme display the BPay logo & the Biller reference details.
  - 1.2 For a **BPay Payment** to be made you must provide:
    - Biller code.
    - Biller customer reference number.
    - Amount to be paid.
    - The account from which the payment is to be made.
  - 1.3 The **BPay Payment** will not be made if the above information is not provided; or is inaccurate; or there are insufficient cleared funds in your Account.
  - 1.4 One-off or regular periodic payments may be made to a Biller organisation via **CDF Online**.
  
2. PROCESSING OF BPAY PAYMENTS
  - 2.1 A **BPay Payment** cannot be revoked or reversed.
  - 2.2 When the correct Access Method is used the **BPay Payment** instructions will taken as valid.
  - 2.3 The **CDF** should be notified immediately of any mistakes in the making of **BPay Payments**.
  - 2.4 It is important to ensure that the payment amount is correct. If you discover that you paid too much then it will be necessary to contact the Biller & seek a refund.
  - 2.5 If a Biller cannot process your payment then the **CDF** will advise you, credit your account & take all reasonable steps to assist you in making the **BPay Payment** as quickly as practical.
  - 2.6 You must ensure that your account always has sufficient funds.
  
3. TIMING OF PAYMENTS
  - 3.1 Delays to payments may occur if:
    - There is a public or bank holiday.
    - It is not a Banking Business Day.
    - The direction to make a payment is received after the Payment Cut-off time.
    - The Biller, or another financial institution participating in BPay does not comply with its BPay obligations.
  
4. ACCOUNT RECORDS
  - 4.1 Account records should be checked carefully & errors reported to the **CDF**.
  - 4.2 A record of receipt numbers issued in respect of **BPay Payments** should be retained on the relevant bills.
  
5. TRANSACTION AUTHORITY
  - 5.1 Client login details & access passwords must be protected & not disclosed to anyone. The **CDF** must be informed immediately if you consider that your details may be being used by an unauthorised person.
  - 5.2 After receiving your initial client login details & password the access password should be changed on first usage to something that can readily be remembered.
  - 5.3 Acceptance of these Terms & Conditions means that you acknowledge that the **CDF** is entitled to allow access to **CDF Online** to any person providing your login details & access password.

## 6 REFUSING BPAY PAYMENT DIRECTIONS

- 6.1 The **CDF** may refuse for any reason to give effect to any direction you give in respect of a payment to be made via BPay.
- 6.2 The **CDF** is not liable to you or any other person for any loss or damage which you or that person may suffer as a result of such refusal.

## 7 LIABILITY FOR MISTAKES & UNAUTHORISED TRANSACTIONS

- 7.1 The **CDF** will not be liable for any loss or damage as a result of your use of the **BPay Scheme**.
- 7.2 You must indemnify the **CDF** against any loss or damage suffered due to any claim, demand or action of any kind brought against the **CDF** directly or indirectly because you did not observe any of your obligations under these BPay Terms & Conditions or acted negligently or fraudulently under this Agreement.
- 7.3 If you notify the **CDF** that a **BPay Payment** made from your account was unauthorised you must provide the **CDF** with written consent addressed to the Biller who received the **BPay Payment** allowing the **CDF** to obtain information about your account with the Biller.

## 8 MALFUNCTION OF BPAY

- 8.1 You will not be responsible for any loss you suffer because BPay accepted your instructions but failed to complete the **BPay Payment**.
- 8.2 The **CDF** will not be liable to you for delays or errors in the execution of any transaction or instruction due to the failure or malfunction of any aspect of the communication network, or any circumstances beyond the **CDF's** reasonable control.

## 9 COMPLAINT HANDLING & DISPUTE RESOLUTION

- 9.1 All BPay payments & applicable fees will be recorded on the account statements of the Accounts to which they are debited.
- 9.2 All entries on your account should be checked carefully & any errors should be reported to the **CDF** with the following information:
  - Account number & card number (if any).
  - Date & amount of the **BPay Payment** in question.
  - The date of the account statement in which the payment in question first appeared.
  - A brief explanation as to why you believe the payment is unauthorised or in error.
- 9.3 If the **CDF** is unable to settle the concern immediately the **CDF** will advise you in writing of the procedures for further investigation & resolution.
- 9.4 When the investigation is completed the **CDF** will write to you advising of the outcome and the reasons for that outcome.
- 9.5 If not satisfied with the **CDF's** decision you may request a review of the decision by the Archdiocesan Financial Administrator. Ultimately you may refer the matter to the Credit Ombudsman Service Limited, Case Management Dept., PO Box A252, Sydney South NSW 1235, (02) 9273 8400.

## 11. SUSPENSION & CANCELLATION OF BPAY ACCESS

- 11.1 You may cancel your access to BPay at any time by providing the **CDF** with written notice.
- 11.2 The **CDF** may suspend or cancel your right to participate in the **BPay Scheme** at any time if you or someone acting on your behalf is suspected of being fraudulent.

- 11.3 The **CDF** may immediately cancel or suspend your access to BPay at any time for security reasons of if you breach these Terms & Conditions or the terms & conditions of your Account.
- 11.4 The **CDF** may cancel your access to BPay for any reason by giving thirty (30) days notice.
- 11.5 If, despite the cancellation of your access to BPay you carry out a **BPay Payment** using the Access Method, you will remain liable for that BPay Payment.
- 11.6 Your access to BPay will be terminated when:
- The **CDF** notifies you that your Access Method or Account has been cancelled.
  - You close the last or your Accounts with the **CDF** which has BPay access.
  - You cease to be a **CDF** customer.
  - You alter the authorities governing the use of your Account with BPay access unless the **CDF** concurs.

## 12 CHANGES TO BPAY TERMS & CONDITIONS

- 12.1 The **CDF** may change these Terms & Conditions & BPay fees & charges from time to time.
- 12.2 The **CDF** will notify you in writing at least twenty (20) days before the effective date of change if the change to the Terms & Conditions will:
- Introduce a new fee or charge, or
  - vary the method by which interest is calculated or the frequency with which it is debited or credited, or
  - increase charges relating solely to the use of your Access Method or the issue of additional or replacement Access Methods, or
  - increase your liability for losses, or
  - impose, remove or adjust daily or periodic limits on amounts which may be transacted via BPay, or
  - make any changes to your Account in respect of which the law requires that notice be given to you.
- 12.3 The **CDF** will notify you of any other changes to these Terms & Conditions no later than the day the change takes effect by:
- Notices on or with periodic account statements.
  - Direct written notice to you.
  - Notifying you of those changes on the **CDF** website.
- 12.4 If the rule & regulations of BPay Pty Ltd require that these Terms & Conditions be changed in any way at any time, including without prior or formal notice to you, then the **CDF** will have the right to change these Terms & Conditions accordingly.

## 13 PRIVACY

- 13.1 If you register to use BPay the **CDF** may disclose your personal & transactional information to other participants in BPay in order to execute your instructions including:
- Billers nominated by you.
  - BPay Pty Ltd & any agent appointed to it from time to time including Cardlink Services Limited which provides the electronic systems to implement BPay.
- 13.2 You must notify the **CDF** if any of your personal information changes.