



SCHEDULE B1 – PAYER TERMS

BPAY PAYMENTS MODULE





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PART A

1. PAYMENTS

- 1.1 We will not accept an order to stop a Payment once you have instructed us to make that Payment.
- 1.2 You should notify us immediately if you become aware that you may have made a mistake (except when you make an underpayment - for those errors see clause 1.6 below) when instructing us to make a Payment, or if you did not authorise a Payment that has been made from your account. Clause 2 describes when and how we will arrange for such a Payment (other than in relation to an underpayment) to be refunded to you.
- 1.3 Subject to clause 12 (Cut off Times) Billers who participate in **BPAY** Payments have agreed that a Payment you make will be treated as received by the Biller to whom it is directed:
- on the date you make that Payment, if you tell us to make the Payment before our Payment Cut Off Time on a Banking Business Day; or
 - on the next Banking Business Day, if you tell us to make a Payment after our Payment Cut Off Time on a Banking Business Day, or on a non Banking Business Day.
- 1.4 A delay may occur in processing a Payment where:
- there is a public or bank holiday on the day after you tell us to make a Payment;
 - you tell us to make a Payment either on a day which is not a Banking Business Day or after the Payment Cut-off Time on a Banking Business Day;
 - another financial institution participating in **BPAY** Payments does not comply with any applicable obligations relating to **BPAY** Payments; or
 - a Biller fails to comply with any applicable obligations relating to **BPAY** Payments.
- 1.5 While it is expected that any delay in processing under this agreement for any reason set out in clause 1.4 will not continue for more than one Banking Business Day, any such delay may continue for a longer period.
- 1.6 You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a Payment and you later discover that the amount you told us to pay was less than the amount you

needed to pay, you can make another Payment for the difference between the amount actually paid to a Biller and the amount you needed to pay.

2. LIABILITY

EFT Code/ ePayments Code

- 2.1 If under this clause 2 you are liable for an unauthorised or fraudulent payment or as a result of a **BPAY** View billing error and the ePayments Code applies, then your liability is limited to the lesser of:
- the amount of that unauthorised or fraudulent payment; and
 - the limit (if any) of your liability set out in our terms and conditions for the applicable product or service.

Mistaken payments, unauthorised transactions and fraud.

- 2.2 We will attempt to make sure that your Payments are processed promptly by the participants in **BPAY** Payments, including those Billers to whom your Payments are to be made. You must promptly tell us if:
- you become aware of any delays or mistakes in processing your Payments;
 - if you did not authorise a Payment that has been made from your account; or
 - if you think that you have been fraudulently induced to make a Payment.

We will attempt to rectify any such matters in relation to your Payments in the way described in this clause. However, except as set out in this clause 2 and clause 15, we will not be liable for any loss or damage you suffer as a result of using **BPAY** Payments.

The longer the delay between when you tell us of the error and the date of your Payment, the more difficult it may be to perform the error correction. For example, we or your Biller may not have sufficient records or information available to us to investigate the error. If this is the case, you may need to demonstrate that an error has occurred, based on your own records, or liaise directly with the Biller to correct the error.

Mistaken payments

- 2.3 If a Payment is made to a person or for an amount,

which is not in accordance with your instructions (if any), and your account was debited for the amount of that payment, we will credit that amount to your account. However, if you were responsible for a mistake resulting in that payment and we cannot recover the amount of that payment from the person who received it within 20 Banking Business Days of us attempting to do so, you must pay us that amount.

Unauthorised payments

2.4 If a Payment is made in accordance with a payment direction, which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if:

- (a) we cannot recover within 20 Banking Business Days of us attempting to do so that amount from the person who received it, and
- (b) the payment was made as a result of a payment direction, which did not comply with our prescribed security procedures for such payment directions.

If we are able to recover part of the amount of that payment from the person who received it, you must only pay us the amount of that payment that we are not able to recover.

Fraudulent payments

2.5 If a Payment is induced by the fraud of a person involved in the Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the whole amount of the fraud-induced payment, you must bear the loss unless some other person involved in the Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment that is not refunded to you by the person that induced the fraud.

Resolution principles

2.6 If a Payment you have made falls within the type described in clause 2.4 and also clause 2.3 or 2.5, then we will apply the principles stated in clause 2.4.

If a Payment you have made falls within both the types described in clauses 2.3 and 2.5, then we will apply the principles stated in clause 2.5.

No “chargebacks”*

2.6A Except where a Payment is a mistaken payment referred to in clause 2.3, an unauthorised payment referred to in clause 2.4, or a fraudulent payment referred to in clause 2.5, Payments are irrevocable. No refunds will be provided through **BPAY** Payments where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller. Any dispute must be resolved with the Biller.

IMPORTANT

Even where your Payment has been made using a credit card account or a charge card account, no “chargeback” rights will be available for **BPAY** Payments.

Indemnity

2.7 You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you acted negligently or fraudulently in connection with this agreement.

Biller consent

2.8 If you tell us that a Payment made from your account is unauthorised, you must first give us your written consent addressed to the Biller who received that Payment, consenting to us obtaining from the Biller information about your account with that Biller or the Payment, including your customer reference number and such information as we reasonably require to investigate the Payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that Payment.

2.9 **BPAY** View billing errors

(a) For the purposes of this clause 2.9, a **BPAY** View billing error means any of the following:

- if you have successfully registered with **BPAY** View:
 - failure to give you a bill (other than because you failed to view an available bill);
 - failure to give you a bill on time (other than because you failed to view an available bill on time);

- giving a bill to the wrong person; or
- giving a bill with incorrect details;
- if your **BPAY** View deregistration has failed for any reason:
- give you a bill if you have unsuccessfully attempted to deregister).

(b) You agree that if a billing error occurs:

- (i) you must immediately upon becoming aware of the billing error take all reasonable steps to minimise any loss or damage caused by the billing error, including contacting the applicable Biller and obtaining a correct copy of the bill; and
- (ii) the party who caused the error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable Biller due to any consequential late payment and as a result of the billing error.

(c) You agree that for the purposes of this clause you are responsible for a billing error if the billing error occurs as a result of an act or omission by you or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in **BPAY** View.

3. Batch Entry Payments

Payments Batch Entry is a method of making Payments to one or more billers by compiling and transmitting a computer file to us which contains payer directions.

3.1 You may make your Payments with us by a Batch Entry payment method if we agree that you may do so. A Batch Entry method is only available to a payer making Payments on its own behalf or a payer that in the ordinary course of its business makes multiple Payments on its own behalf or on behalf of its related entities to discharge its debts, or the debts of its related entities to one or more Billers.

3.2 You may only make a Batch Entry payment with us by debiting your account held with us.

3.3 If you use a Batch Entry payment method you warrant to us that you make such a Payment:

- (a) on your own account as payer and not for the benefit of any other person (including an individual, a body corporate, a firm, an unincorporated association or an authority) or as a payer that in the ordinary course of its business makes multiple Payments on its own behalf or on behalf of its related entities to discharge its debts, or the debts of its related entities to one or more Billers; and
- (b) not to carry on a business of making payments through **BPAY** Payments using Batch Entry payment methods.

3.4 If you use a Batch Entry payment method you agree to notify us in writing of any noncompliance by you with a term of this agreement in connection with making a Batch Entry payment as soon as practicable after you become aware of the noncompliance.

3.5 All other terms and conditions set out in these Payer Terms apply to Batch Entry payments.

PART B

4. BPAY Payments

4.1 We are a member of the Scheme and we subscribe to **BPAY** Payments. **BPAY** Payments is an electronic payments service through which you can ask us to make payments on your behalf to organisations (Billers) who tell you that you can make payments to them through the "**BPAY** Payments" payment service (**BPAY** Payments). **BPAY** Payments also allows you to receive or access bills or statements electronically (**BPAY** View) from participating billers nominated by you by:

- opening an email sent to you whenever a bill or statement is received by us with a link to our Website /internet banking site; or
- accessing our Website,

and may choose to pay them electronically using internet banking or telephone banking or any other payment method accepted by the Biller.

We will tell you if we are no longer a member of the Scheme or if our subscription to **BPAY** Payments is cancelled. For the purposes of **BPAY** Payments, we may also be a Biller and you may nominate us as a Biller for the purposes of your use of **BPAY** View.

4.2 When you tell us to make a Payment, you must give us We will then debit your account with the amount of that Payment.

5. How to use BPAY Payments

- 5.1 **BPAY** payments can be made from easy access, online accumulator and Ministry Expense Account (MEA).
- 5.2 To pay a bill by **BPAY**, log into CCFS online, select the transfer/pay tab and click on the **BPAY** icon. Enter details as required and click the “pay now” button.
- 5.3 You must comply with the terms and conditions applying to the account to which you request us to debit a Payment, to the extent that those account terms are not inconsistent with or expressly overridden by the **BPAY** terms and conditions. The **BPAY** Terms set out below are in addition to those terms.
- If there is any inconsistency between the terms and conditions applying to the account and the **BPAY** terms and conditions, the **BPAY** terms and conditions will apply to the extent of that inconsistency.
- 5.4 CCSF currently does not offer credit cards, therefore does not facilitate **BPAY** payments by credit card.
- 5.5 The Payer acknowledges that the receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between the Payer and that Biller.

6. Valid payment direction

We will treat your instruction to make a Payment as valid if, when you give it to us you comply with our security procedures.

7. Information you must give us

The information you must give us to instruct us to make a Payment is the biller code for the payment and the amount of the payment. Your identity will also need to be confirmed. You may also wish to specify how that information can be given.

You acknowledge that we are not obliged to effect a Payment if you do not give us all of the above information or if any of the information you give us is inaccurate.

8. Payment queries

Queries may be made by post to
1st Floor, 582 Heidelberg Road Fairfield VIC 3078.
By phone 1300 MY CCFS (1300 69 2237) between 9-4 EST.
Or by email on info@ccfsaustralia.org.au

Should your query regarding a **BPAY** payment result in a complaint, CCFS has a clearly defined dispute process which can be found in the resources section on the website www.ccfsaustralia.org.au

9. BPAY View

9.1 CCFS currently does not offer **BPAY** View. Should this feature become available in the future you will need to register in order to use **BPAY** View. Call 1300 MY CCFS (1300 69 2237) or fill out our contact form at www.ccfsaustralia.org.au to find out how to register.

9.2 If you register with **BPAY** View, you:

- (a) agree to our disclosing to Billers nominated by you:
 - (i) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to enable Billers to verify that you can receive bills and statements electronically using **BPAY** View (or telling them if you cease to do so); and
 - (ii) that an event in clause 9.3(b), 9.3(c), 9.3(d), 9.3(e) or 9.3(f) has occurred; (b) agree to us or a Biller (as appropriate) collecting data about whether you access your emails, our Website and any link to a bill or statement;
- (c) state that, where you register to receive a bill or statement electronically through **BPAY** View, you are entitled to receive that bill or statement from the applicable Biller; and
- (d) agree to receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a Biller to give you bills and statements. For the purposes of this clause we are the agent for each Biller nominated by you under (a) above.

9.3 You may receive paper bills and statements from a Biller instead of electronic bills and statements:

- (a) at your request to a Biller (a fee may be charged by the applicable Biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form);

- (b) if you or a Biller de-register from **BPAY View**;
- (c) if we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;
- (d) if your email address is incorrect or cannot be found and your email is returned to us undelivered;
- (e) if we are aware that you are unable to access your email or our Website or a link to a bill or statement for any reason;
- (f) if any function necessary to facilitate **BPAY View** malfunctions or is not available for any reason for longer than.

9.4 You agree that when using **BPAY View**:

- (a) if you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:
 - (i) when we receive confirmation that your server has received the email notification, whether or not you choose to access your email; and
 - (ii) at the email address nominated by you;
- (b) if you receive notification on our Website without an email then that bill or statement is received by you:
 - (i) when a notification is posted on our Website, whether or not you choose to access our Website; and
 - (ii) at our Website;
- (c) bills and statements delivered to you remain accessible through our Website for the period determined by the Biller up to a maximum of 18 months, after which they will be deleted, whether paid or not;
- (d) you will contact the Biller direct if you have any queries in relation to bills or statements.

9.5 You must:

- (a) check your emails or our Website at least weekly;
- (b) tell us if your contact details (including email address) change;
- (c) tell us if you are unable to access your email or our Website or a link to a bill or statement for any reason; and
- (d) ensure your mailbox can receive email notifications (eg it has sufficient storage space available).

10. Changes to terms

- 10.1 We can change these terms at any time in the circumstances set out in clause 10.2 by giving you notice in accordance with applicable legislative requirements or, if there are no applicable legislative requirements, in advance of the date the change takes effect.
- 10.2 The circumstances in which we may change these terms are to comply with changes in the law, because of changes in the operation of **BPAY**, because of changes in our systems, for security reasons, or for changes in our policy.
- 10.3 We will tell you about any changes in writing.
- 10.4 As a result of any change we may make, or for any other reason, you may, at your option, choose no longer to use **BPAY** and/or may apply to deregister from **BPAY View**.

11. Suspension

- 11.1 We may suspend your right to participate in **BPAY Payments** at any time in the circumstances set out in clause 11.2. Where possible, we will give you advance notice of any suspension of your right to participate.
- 11.2 The circumstances in which we may suspend your right to participate in **BPAY Payments** are: if we suspect payments are fraudulent.

12. Cut-off times

If you tell us to make a payment before the time specified in the box below, it will in most cases be treated as having been made on the same day.

However, the payment may take longer to be credited to a Biller if you tell us to make a Payment on a Saturday, Sunday or a public holiday or if another participant in **BPAY Payments** does not process a Payment as soon as they receive its details.

13. When a Biller cannot process a payment

If we are advised that your payment cannot be processed by a Biller, we will:

- (a) advise you of this;

- (b) credit your account with the amount of the Payment; and
- (c) take all reasonable steps to assist you in making the Payment as quickly as possible.

14. Account records

You should check your account records carefully and promptly report to us as soon as you become aware of them any Payments that you think are errors or are Payments that you did not authorise or you think were made by someone else without your permission.

15. Consequential damage

This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws or that code would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

We are not liable for any consequential loss or damage you suffer as a result of using **BPAY** Payments, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

16. Privacy

16.1 In addition to clause 9.2, if you register to use **BPAY** Payments, you:

- (a) agree to our disclosing to Billers nominated by you and if necessary the entity operating **BPAY** Payments (**BPAY** Pty Ltd) or any other participant in **BPAY** Payments and any agent appointed by any of them from time to time, including **BPAY** Group Limited, that provides the electronic systems needed to implement **BPAY** Payments:
 - (i) 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 **BPAY** Payments;

- (ii) such of your transactional information as is necessary to process your Payments and your use of **BPAY** View. Your Payments information will be disclosed by **BPAY** Pty Ltd, through its agent, to the Biller's financial institution and your information necessary to process your use of **BPAY** View will be disclosed by **BPAY** Pty Ltd, through its agent, to the Biller; and
- (iii) that an event in clause 9.3(b), 9.3(c), 9.3(d), 9.3(e) or 9.3(f) has occurred.

16.2 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 **BPAY** Payments referred to in clause 16.1, as necessary.

16.3 You can request access to your information held by us, **BPAY** Pty Ltd or its agent, **BPAY** Group Limited at their contact details listed in the Definitions clause 17, or by referring to the procedures set out in the privacy policy of the relevant entity.

16.4 Our privacy policy, along with the privacy policies of **BPAY** Pty Ltd and **BPAY** Group Limited, contain information about how you may complain about a breach of the Privacy Act 1988 (Cth), and the process by which your complaint will be handled.

16.5 If your personal information detailed above is not disclosed to **BPAY** Pty Ltd or its agent, it will not be possible to process your requested Payment or use of **BPAY** View.

17. Definitions

Banking Business Day – any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

Batch Entry – a method of making Payments to one or more billers by you compiling and transmitting a computer file to us which contains payer directions.

Biller – see clause 4.1.

BPAY Pty Ltd – ABN 69 079 137 518
Level 1, 255 George St Sydney, NSW 2000

BPAY Payments – see clause 4.1.



BPAY View – see clause 4.1

BPAY Group Limited – ABN 60 003311644
Level 1, 255 George St Sydney, NSW 2000

Payment – a payment made using **BPAY** Payments.

Payment Cut-Off Time – with respect to a Banking Business Day, the time specified in clause 12 for that day.

Scheme – means the scheme operated by **BPAY** from time to time to provide payment services to end customers.

You – the account holder instructing us to make Payments from time to time. Any other grammatical form of the word “you” has a corresponding meaning.

We – Churches of Christ Financial Services Limited
ABN 86 165 535 866. Any other grammatical form of the word “we” has a corresponding meaning.



 **Need help? Please contact CCFS**

Phone **1300 MY CCFS (1300 692 237)**

Web **www.ccfsaustralia.org.au**

Email **info@ccfsaustralia.org.au**