

Additional Terms and Conditions for BPAY Biller Facility, Merchant EFTPOS Facility, Direct Debit User Facility Dated March 2020

## About this document

This document details additional terms and conditions that apply to Business Account holders who apply for and/or have the use of a:

- BPAY Biller Facility;
- Merchant EFTPOS Facility; and/or
- Greater Bank Direct Debit User Facility.

This document does not contain all the terms and conditions that apply to your account, access to and/or the use of access methods and/or payment facilities, or access to and/or the use of a BPAY Biller Facility, a Merchant EFTPOS Facility and/or a Greater Bank Direct Debit User Facility. These additional terms and conditions apply in conjunction, and should be read together, with any other terms and conditions that apply to your account, access to and/or the use of access methods and/or payment facilities, and/or access to and/or the use of a BPAY Biller Facility, a Merchant EFTPOS Facility and/or a Greater Bank Direct Debit User Facility, including the Banking General Terms and Conditions; the product schedule for your account; current interest rates on accounts; and, if you have a loan or other credit facility (including a credit card account) with us, your loan contract or credit contract; and also:

- (a) in the case of a BPAY Biller Facility, your BPAY Biller Agreement with us and any other terms and conditions that apply to your access to and/or the use of a BPAY Biller Facility;
- (b) in the case of a Merchant EFTPOS Facility, your agreement(s) with the ADI providing the Merchant EFTPOS Facility and any other terms and conditions that apply to your access to and/or the use of a Merchant EFTPOS Facility; and
- (c) in the case of a Greater Bank Direct Debit User Facility, your Direct Debit User Agreement with us and any other terms and conditions that apply to your access to and/or the use of a Greater Bank Direct Debit User Facility.

If any of the terms and conditions in this document are inconsistent with the terms and conditions of the Banking General Terms and Conditions, the product schedule for your account and/or the current interest rates on accounts, those other documents prevail to the extent of the inconsistency.

If you have a loan or other credit facility (including a credit card account) with us, if any of the terms and conditions in this document are inconsistent with the terms and conditions of your loan contract or credit contract with us, the terms and conditions of the loan contract or credit contract prevail to the extent of the inconsistency.

**We may change these terms and conditions at any time as described in clause 68 of the Banking General Terms and Conditions as if that clause was set out in this document in full.**

## 1) BPAY Biller Facility

### Application

- 1.1 This Section 1 applies to Business Account holders who apply for and/or have the use of a BPAY Biller Facility.

### About the BPAY Scheme

- 1.2 We're a member of the BPAY Scheme and subscribe to BPAY Payments, which is an electronic payments scheme through which customers can ask us to make payments (i.e. BPAY payments) on their or an authorised person's behalf to organisations (i.e. BPAY billers) registered with the BPAY Scheme. We'll tell you if we're no longer a member of BPAY Scheme or our subscription to BPAY Payments is cancelled. We may also be a biller under the BPAY Payments service.

### General terms and conditions

- 1.3 If you hold a Business Account with us you may apply to participate in the BPAY Biller Facility provided by us. The BPAY Biller Facility enables you to collect payments from your customers using the BPAY Scheme.
- 1.4 To apply for the BPAY Biller Facility you will be required to meet the following requirements:
  - (a) hold a Business Account with us;
  - (a) complete a BPAY Biller application form; and
  - (a) pay the application fee.A non-refundable application fee will be debited from your Business Account when your application is received by us (refer to clause 1.9 below).
- 1.5 If your application is successful you will be required to enter into a BPAY Biller Agreement with us that will set out additional terms and conditions that apply to the BPAY Biller Facility. You need to comply with the terms and conditions of the BPAY Biller Agreement and the BPAY Scheme procedures.
- 1.6 Details of the payments made to you via BPAY are collected electronically by us and the funds are credited to your account each business day. Payments received via the BPAY Scheme are processed as cleared funds to your account.
- 1.7 In accordance with the BPAY Biller Agreement you must:
  - (a) agree to authorise us to debit or credit your account where necessary to effect payments and adjustments made via the BPAY Scheme;
  - (b) agree to authorise us to unwind the payment and return the funds to the sender where:
    - (i) a payment is incorrectly sent to you; or
    - (ii) a payment is sent to you for the wrong amount;

- (c) agree to only use BPAY logos and trademarks in accordance with the BPAY Biller Agreement and BPAY brand identity standards;
- (d) establish a fair policy for the correction of errors and the exchange and return of goods and services where we become involved in effecting error corrections - we reserve the right to recover amounts previously credited to your account due to an error included in the payment and disputed as fraudulent transactions;
- (e) acknowledge that payment directions received by us after the cut-off time will be processed on the next business day;
- (f) agree to indemnify us against any losses, expenses, claims, suits, demands, actions and proceedings as a result of:
  - (i) any negligence, misrepresentation or fraud with respect to performance of your obligations under the BPAY Biller Agreement;
  - (ii) a breach by you of any applicable laws;
  - (iii) a failure by you to observe your obligations under the BPAY Biller Agreement; and/or
  - (iv) any use of BPAY logos or marks that is not in accordance with the BPAY Biller Agreement.

1.8 The ongoing provision of the BPAY Biller Facility may be subject to us performing periodical reviews to ensure you are conducting:

- (a) the BPAY Biller Facility in accordance with the terms and conditions of the BPAY Biller Agreement and the BPAY Scheme procedures; and/or
- (b) your Business Account in a satisfactory manner.

### Fees and charges

1.9 The following fees and charges are payable in respect of a BPAY Biller Facility:

**BPAY Biller Application/ Establishment Fee** - \$500.00. This fee will be debited from your Business Account when your application is received by us and is not refundable.

**BPAY Biller Transaction Fees** - For each debit transaction \$0.95 charged to the account monthly and for each credit transaction \$0.95 + 0.50% of the value of the transaction performed charged monthly. For example: a credit transaction for \$500.00 would incur a fee of \$3.45 (i.e.  $500 \times 0.50\% = \$2.50 + \$0.95 = \$3.45$ ).

1.10 Other fees and charges that may be payable to us in respect of your account and the access methods and payment facilities (and other facilities) available with your account are set out or described in the Banking General Terms and Conditions; the product schedule for your account; and your BPAY Biller Agreement and/or other applicable Customer User Agreement(s).

If you have a loan or other credit facility (including a credit card account) with us, credit fees and charges that may be payable in respect of your loan or credit facility are set out or described in your loan contract or credit contract.

For further details in relation to the fees and charges that may be payable to us in respect of your account and the use of access methods and/or payment facilities, refer to the Banking General Terms and Conditions; the product schedule for your account; your BPAY Biller Agreement and/or other applicable Customer User Agreement(s); and, if you have a loan or other credit facility (including a credit card account) with us, your loan contract or credit contract.

### Transaction limits

1.11 We may impose limits on transactions that may be made to and/or from your account, including limits in relation to the use of a BPAY Biller Facility. Limits may be on a per transaction basis or on a time period basis. For details of current limits refer to the product schedule for your account; your BPAY Biller Agreement and/or other applicable Customer User Agreement(s); and, if you have a loan or other credit facility (including a credit card account) with us, your loan contract or credit contract.

If you request a higher transaction limit your liability for unauthorised transactions may increase.

### Termination

1.12 Subject to the terms and conditions contained in the BPAY Biller Agreement, either we or you may:

- (a) terminate the BPAY Biller Agreement by giving 90 days' written notice; and/or
- (b) serve upon the other party a notice specifying a date for the termination of the BPAY Biller Agreement if there is a default by that other party.

1.13 If you default under the BPAY Biller Agreement we may suspend your participation in the BPAY Scheme.

### Other terms

1.14 Our Banking General Terms and Conditions and in particular Part J of the Banking General Terms and Conditions; the terms and conditions in the product schedule for your account; and your BPAY Biller Agreement and/or any other applicable Customer User Agreement(s), apply to your or an authorised person's use of the BPAY Scheme and all BPAY payments.

1.15 We can change these terms and conditions and the BPAY Scheme procedures can be changed by BPAY Pty Ltd at any time. Changes we make will be notified in the manner set out in the BPAY Biller Agreement and/or the Banking General Terms and Conditions.

## 2) Merchant EFTPOS Facility

### Application

2.1 This Section 2 applies to Business Account holders who apply for a Merchant EFTPOS Facility from another ADI.

### Applying for a Merchant EFTPOS Facility

2.2 We are a party to a referral agreement with another ADI, together with other mutuals, whereby we refer Business Account holders wishing to acquire a Merchant EFTPOS Facility to the ADI who may, at their discretion, provide the Business Account holder with a Merchant EFTPOS Facility.

2.3 You can apply for a Merchant EFTPOS Facility at any Greater Bank branch by completing the relevant application form. We then forward the application to the ADI for consideration according to their usual business criteria.

2.4 If the application meets the criteria and is approved by the ADI, they will negotiate directly with you and forward further information and contracts for execution.

2.5 The ADI will dispatch the EFTPOS terminal to you upon receipt of the signed contract. It is your responsibility to install the terminal received from the ADI.

2.6 We reserve the right to refuse to forward to the ADI any application you make to acquire a Merchant EFTPOS Facility at any time. We will act reasonably in deciding whether to exercise this right.

### Fees, charges and commissions

2.7 The ADI will negotiate any fees and charges in relation to the Merchant EFTPOS Facility directly with you. Any fee structure we provide to you in relation to the Merchant EFTPOS Facility is indicative only and is only to be used as a guide to the potential fees and charges that may be charged by the ADI.

2.8 All fees and charges payable by you to the ADI in relation to the Merchant EFTPOS Facility will be debited directly from your Business Account.

2.9 In the event your Business Account becomes overdrawn as a result of the fees and charges payable to the ADI, you agree to indemnify us for such amounts and agree that we can recover from you those amounts, including but not limited to:

- (a) such charges relating to credit card transactions and debit card transactions (including service charges, fees and other charges) as are determined by the ADI from time to time and which are notified by the ADI to you;
- (b) all Government Charges and taxes that apply;
- (c) the full amount of all sales refund transactions processed pursuant to your agreement with the ADI;

(d) any over-credits made by the ADI in respect of sales transactions due to errors or omissions;

(e) any credits made by the ADI in respect to sales transactions which are not valid;

(f) any amounts representing sales made on the facility that have been charged back by the ADI; and/or

(g) all other monies due to the ADI pursuant to your agreement with the ADI.

2.10 We receive commissions from the ADI for referring Business Account holders who require Merchant EFTPOS Facilities. Details of the commission we receive are as follows:

25% of the acquiring services commission calculated as the sum of those terms as negotiated by each customer and paid to the ADI and not an additional commission. **For example:** merchant service fee of \$5 and debit fee income of \$1, less processing cost of \$2, scheme fee of \$1 and interchange charges of \$1, which totals \$2, multiplied by 25% = \$0.50.

2.11 The fees and charges that may be payable to us in respect of your account and the access methods and payment facilities (and other facilities) available with your account are set out or described in the Banking General Terms and Conditions; the product schedule for your account; and/or any applicable Customer User Agreement(s).

If you have a loan or other credit facility (including a credit card account) with us, credit fees and charges that may be payable in respect of your loan or credit facility are set out or described in your loan contract or credit contract.

For further details in relation to the fees and charges that may be payable to us in respect of your account and the use of access methods and/or payment facilities, refer to the Banking General Terms and Conditions; the product schedule for your account; any applicable Customer User Agreement(s); and, if you have a loan or other credit facility (including a credit card account) with us, your loan contract or credit contract.

### Transaction limits

2.12 We may impose limits on transactions that may be made to and/or from your account. Limits may be on a per transaction basis or on a time period basis. For details of current limits refer to the product schedule for your account; any applicable Customer User Agreement(s); and, if you have a loan or other credit facility (including a credit card account) with us, your loan contract or credit contract.

If you request a higher transaction limit your liability for unauthorised transactions may increase.

### Termination

- 2.13 We reserve the right, at our absolute discretion, to notify the ADI that we will no longer facilitate the arrangements contained in this Section 2 in respect of your Business Account.
- 2.14 Nothing in this document precludes us from closing your Business Account in accordance with the Banking General Terms and Conditions or the terms and conditions in the product schedule for your account. We will notify the ADI of any such closure.

### Other terms

- 2.15 We can change these terms and conditions at any time. Changes we make will be notified in the manner set out in clause 68 of the Banking General Terms and Conditions.

## 3) Direct Debit User Facility

### Application

- 3.1 This Section 3 applies to Business Account holders who apply for and/or have the use of a Greater Bank Direct Debit User Facility.

### General terms and conditions

- 3.2 If you hold a Business Account with us you may apply to participate in the Greater Bank Direct Debit Facility provided by us. The Greater Bank Direct Debit User Facility enables you to make multiple direct debit transactions using BECS.
- 3.3 To apply for the Greater Bank Direct Debit User Facility you will be required to meet the following requirements:
- (a) hold a Business Account with us;
  - (b) complete a Direct Debit User application form; and
  - (c) pay the application fee.
- A non-refundable application fee will be debited from your Business Account when your application is received by us (refer to clause 3.9 below).
- 3.4 If your application is successful you will be required to enter into a Direct Debit User Agreement with us that will set out additional terms and conditions that apply to the Greater Bank Direct Debit Facility. You need to comply with the terms and conditions of the Direct Debit User Agreement and the BECS rules.
- 3.5 In accordance with the Direct Debit User Agreement you must:
- (a) obtain from each of your customers, prior to debiting items from their account, a DDR in writing and in your favour in such form as approved by us;
  - (b) enter into, prior to debiting items from your customers' accounts, a DDR Service Agreement in such form as approved by us;
  - (c) establish a fair policy for your customers to dispute any debit item; and

- (d) agree to indemnify us against any losses, expenses, claims, suits, demands, actions and proceedings as a result of:
  - (i) any negligence, misrepresentation or fraud with respect to performance of your obligations under the Direct Debit User Agreement and/or BECS rules;
  - (ii) a breach by you of any applicable laws; and/or
  - (iii) a failure by you to observe your obligations under the Direct Debit User Agreement.

- 3.6 To initiate the direct debit from your customer's account you will process a file containing a direct debit in an ABA format via our online banking interface. Our online banking interface will not allow any file to be processed that is not in the correct format.
- 3.7 Proceeds of the direct debits are credited to your Business Account at the time you process the file referred to above. Three business days' clearance will apply to the amount so credited to your Business Account.
- 3.8 The ongoing provision of the Greater Bank Direct Debit User Facility will be in accordance with the BECS rules and you agree to be bound by the BECS rules in place and as may be amended from time to time.

### Fees and charges

- 3.9 The following fees and charges are payable in respect of a Greater Bank Direct Debit Facility:
- Direct Debit Application Fee** - \$500.00. This fee will be debited from your Business Account when your application is received by us and is not refundable.
- Direct Debit Transaction Fee** - \$0.11 for each direct debit transaction processed by a Direct Debit User in accordance with the Direct Debit User Agreement.
- Direct Debit Dishonour Fee** - \$8.00 when a Direct Debit either: a) initiated by us at your request; or b) actioned under your Direct Debit User Facility, dishonours.
- 3.10 The fees and charges that may be payable to us in respect of your account and the access methods and payment facilities (and other facilities) available with your account are set out or described in the Banking General Terms and Conditions; the product schedule for your account; and your Direct Debit User Agreement and/or other applicable Customer User Agreement(s).
- If you have a loan or other credit facility (including a credit card account) with us, credit fees and charges that may be payable in respect of your loan or credit facility are set out or described in your loan contract or credit contract.

For further details in relation to the fees and charges that may be payable to us in respect of your account and the use of access methods and/or payment facilities, refer to the Banking General Terms and Conditions; the product schedule for your account; your Direct Debit User Agreement and/or other applicable Customer User Agreement(s); and, if you have a loan or other credit facility (including a credit card account) with us, your loan contract or credit contract.

### Transaction limits

3.11 We may impose limits on transactions that may be made to and/or from your account, including limits in relation to the use of a Greater Bank Direct Debit User Facility. Limits may be on a per transaction basis or on a time period basis. For details of current limits refer to the product schedule for your account; your Direct Debit User Agreement and/or other applicable Customer User Agreement(s); and, if you have a loan or other credit facility (including a credit card account) with us, your loan contract or credit contract.

If you request a higher transaction limit your liability for unauthorised transactions may increase.

### Termination

3.12 Subject to the terms and conditions contained in the Direct Debit User Agreement, either we or you may:

- (a) terminate the Direct Debit User Agreement by giving 90 days' written notice; and/or
- (b) serve the other party a notice specifying a date for termination of the Direct Debit User Agreement if there is a default by the other party.

3.13 If you, in our reasonable opinion, are in breach of the Direct Debit User Agreement or the BECS rules we may, at our absolute discretion, suspend your participation in the Greater Bank Direct Debit User Facility. We will act reasonably in deciding whether to exercise this right.

### Other terms

3.14 We can change these terms and conditions at any time. Changes we make will be notified in the manner set out in the Direct Debit User Agreement and/or the Banking General Terms and Conditions.

## General

### Customer Owned Banking Code of Practice

The Customer Owned Banking Code of Practice may apply to the use of your account or payment facilities available with your account. Where it applies, we will comply with the Customer Owned Banking Code of Practice. The Customer Owned Banking Code of Practice is available via our website [www.greater.com.au](http://www.greater.com.au).

### ePayments Code

The ePayments Code may apply to the use of electronic payment facilities to make payments or withdraw funds from, or transfer funds to, your account. Where it applies, we will comply with the ePayments Code. You can obtain a copy of the ePayments Code from ASIC's website [www.asic.gov.au](http://www.asic.gov.au).

### Your privacy

We're committed to protecting your privacy. We collect, use, hold, store and share your personal information in accordance with our Privacy and Credit Reporting Policy (**Privacy Policy**). This includes for the purposes of assessing and processing your application for products and/or services offered or distributed by us. Without this information we may be unable to assess or process your application or provide, or arrange for the provision of, products and/or services to you.

Our Privacy Policy includes details about how you may request access to and ask us to correct the information that we hold about you. Our Privacy Policy also outlines our privacy complaints process. Our Privacy Policy is available on our website [www.greater.com.au](http://www.greater.com.au) or you can obtain a copy free of charge in any of our branches or by calling us on 1300 651 400.

### Other general terms and conditions

- (a) We can transfer or otherwise deal with our rights under these terms and conditions or allow any interest in them to arise without your consent. You can't do any of these things without our consent.
- (b) If any part of these terms and conditions is prohibited or unenforceable, it's ineffective to the extent of the prohibition or unenforceability.
- (c) If we say in these terms and conditions that we'll do something on a day and that day isn't a business day, we'll do it on the next business day unless we state otherwise.
- (d) Except where this document expressly provides otherwise, our rights under this document are cumulative and are in addition to, and don't limit, any other rights we may have, whether under this document, under any other terms and conditions that apply to your account or provided by law independently of this document or those other terms and conditions.
- (e) These terms and conditions are governed by the laws of New South Wales and we and you accept the non-exclusive jurisdiction of the courts having jurisdiction there.

## Words with special meanings

In these terms and conditions, some words have special meanings as set out in these terms and conditions and/or the Banking General Terms and Conditions.

In this document, unless the context indicates a contrary intention:

- (a) **ADI** stands for authorised deposit-taking institution and has the same meaning as in the *Banking Act 1959* (Cth).
- (b) **Banking General Terms and Conditions** means Greater Bank's 'Banking General Terms and Conditions' (as supplemented, amended, updated or replaced from time to time) available on our website at [www.greater.com.au/legal/disclosure-documents](http://www.greater.com.au/legal/disclosure-documents) under the heading 'Deposit and Credit Accounts'.
- (c) **BECS** means the system known as Bulk Electronic Clearing System that has the role of managing the conduct of the exchange and settlement of bulk electronic low value transactions in Australia.
- (d) **BPAY Biller Facility** means the facility we provide to enable you to gain access and use of the BPAY Scheme.
- (e) **Business Account** means a Greater Bank Business Access account, Business Optimiser account or Business Line of Credit account.
- (f) **Customer User Agreement** means:
- (i) in the case of a BPAY Biller Facility, the BPAY Biller Agreement with us and any other terms and conditions that apply to your access to and/or the use of a BPAY Biller Facility;
  - (ii) in the case of a Merchant EFTPOS Facility, your agreement(s) with the ADI providing the Merchant EFTPOS Facility and any other terms and conditions that apply to your access to and/or the use of a Merchant EFTPOS Facility; and
  - (i) in the case of a Greater Bank Direct Debit User Facility, the Direct Debit User Agreement with us and any other terms and conditions that apply to your access to and/or the use of a Greater Bank Direct Debit User Facility,

and any other agreement between you and us in respect of your account and/or the access methods, payment facilities and/or other facilities available in connection with your account.

- (g) **DDR** means a Direct Debit request you must provide to your customers in accordance with the BECS rules.
- (h) **DDR Service Agreement** means a Direct Debit Request Service Agreement you must enter into with your customers in accordance with the BECS rules.
- (i) **Direct Debit** means a payment facility through which regular periodic payments are made to or from your account to any Greater Bank or other financial institution account.

- (j) **EFTPOS** means a point of sale electronic banking facility available at retail or wholesale outlets.
- (k) **Government Charges** means income tax, all additional government stamp and other duties, fees and charges that may apply to your account whether or not you are primarily liable to pay these charges.
- (l) **Greater Bank Direct Debit User Facility** means the facility we provide to enable you to gain access and use of BECS.
- (m) **Merchant EFTPOS Facility** means EFTPOS terminals and the combination of hardware, software, communication lines and operational procedures that facilitate the authorisation and reconciliation of EFTPOS transactions.
- (n) **we, us** and **our** means Greater Bank Limited and our successors and assigns.
- (o) **you** and **your** means an account holder or if there is more than one of you, all of you jointly and each of you severally and includes a person, company, firm, body corporate, incorporated association, partnership, other type of association, authority or government body who is an existing account holder with us. You includes your successors and assigns.

In this document, unless the context indicates a contrary intention:

- (a) **(including)** including and includes are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind;
- (a) **(singular)** the singular includes the plural and vice-versa; and
- (a) **(documents)** a reference to another document includes any document which varies, supplements or replaces that other document.

## How to contact us

Email us at: [webenquiry@greater.com.au](mailto:webenquiry@greater.com.au)

Call us on: 1300 651 400

Write to us at:

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PO Box 173  
HAMILTON NSW 2303 or  
DX 7863 Newcastle

Visit our website: [www.greater.com.au](http://www.greater.com.au)

Visit us in any of our branches: the locations of our branches are listed on our website. You can also call us to find out the locations of our branches.