

# BPAY Batch Terms & Conditions.

27 August 2021

Bendigo and Adelaide Bank Limited

The Bendigo Centre Bendigo VIC 3550 Telephone 1300 236 344

ABN 11 068 049 178.

AFSL/Australian Credit Licence No 237879

BPAY Batch Terms and Conditions

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## **1 Introduction**

1.1 These BPAY Batch Payer Terms:

- (a) set out the terms and conditions on which we will accept BPAY Batch Payer Directions from you; and
- (b) apply separately to any BPAY payer terms which you may have entered into with us. For clarity, any such BPAY payer terms set out the terms and conditions on which we will accept Payer Directions from you which are not BPAY Batch Payments.

1.2 The parties acknowledge that the BPAY View functionality is not available for Payments made using BPAY Batch Payer Directions.

1.3 We will promptly inform you if, for any reason, we are no longer able to accept BPAY Batch Payer Directions. If we so inform you, these terms will terminate and you will not be able to send BPAY Batch Payer Directions to us.

## **2 How to submit BPAY Batch Payer Directions**

2.1 BPAY Batch Payments may be made to applicable Bendigo Business Accounts.

2.2 BPAY Batch Payer Directions will be accepted via Bendigo Bank online channels in the specified Bendigo Batch Entry Method format.

2.3 We will treat each BPAY Batch Payer Direction as valid if, when you submit it to us, you comply with Bendigo Bank's security procedures. These can be found in the Bendigo Bank Business Accounts and Facilities Terms and Conditions.

2.4 We are not obliged to effect a BPAY Payment that is the subject of a BPAY Batch Payer Direction if you do not follow the procedures, and provide the relevant information, required by us, or if any of the information you give to us is inaccurate.

2.5 You must comply with the terms and conditions applying to the account from which you request us to debit BPAY Payments effected by BPAY Batch Payer Directions.

2.6 If there is any inconsistency between the terms and conditions applying to the relevant account and/or service and these BPAY Batch Payer Terms, these BPAY Batch Payer Terms will prevail to the extent of that inconsistency.

## **3 Processing of Payments**

3.1 Subject to clause 3.2, if you submit BPAY Batch Payer Directions to us:

- (a) before the Payment Cut-off Times determined by us on a Banking Business Day, the BPAY Payments which are the subject of those BPAY Batch Payer Directions will be treated as received by the Biller to whom it is directed on the same day; or
- (b) after the Payment Cut-off Times determined by us on a Banking Business Day or on a day that is not a Banking Business Day, the Payments which are the subject of those BPAY Batch Payer Directions it will be treated as received by the Biller to whom it is directed on the next-occurring Banking Business Day. occurring Banking Business Day.

- (c) Your nominated account will be debited for the value of the file on the processing day. In the event that there is insufficient funds in the account, the BPAY Batch Payer Directions will not be processed.
- 3.2 Payments may in some cases take longer to be credited to a Biller (for example, if we or another participant in BPAY Payments do not comply with any applicable obligations relating to BPAY Payments).
- 3.3 You must be careful to ensure that BPAY Batch Payer Directions contain the correct amounts you wish to pay. If you instruct us to make a BPAY Payment via BPAY Batch Payer Directions and you later discover that the amounts you told us to pay was less than the amount you needed to pay, you can make another BPAY Payment by submitting further BPAY Batch Payer Directions for the difference between the amount actually paid to a Biller and the amount you needed to pay.
- 3.4 You acknowledge that the receipt by a Biller of a mistaken or erroneous payment from another person does not constitute part or whole satisfaction of any underlying debt owed between you (or your End Clients, as the case may be) and that Biller.
- 3.5 If we are advised that a BPAY Payment which is the subject of a BPAY Batch Payer Direction cannot be processed by a relevant Biller, we will:
  - (a) advise you of this;
  - (b) credit your account with the amount of that BPAY Payment; and
  - (c) take all reasonable steps to assist you in making the BPAY Payment as quickly as possible.

#### **4 Obligations**

- 4.1 We will perform our obligations under BROP (as it applies to BPAY Payments) in relation to BPAY Batch Payer Directions with reasonable skill and care.
- 4.2 You must:
  - (a) if you make BPAY Batch Payer Directions on behalf of End Clients:
    - (i) make any disclosures to, and obtain any consents from, those End Clients that are necessary to enable:
      - (A) us to comply with our obligations under BROP (as it applies to BPAY Payments); and
      - (B) you to comply with your obligations under these BPAY Batch Payer Terms;
    - (ii) maintain a contemporaneous list of those End Clients, and provide that list to us upon request;
    - (iii) maintain systems and processes which allow payments and adjustments (including credits and reversals) in relation to those End Clients to be separately identified and differentiated;
    - (iv) ensure that those End Clients make Payments only for their own benefit and not on behalf of a third party;
    - (v) promptly notify us if you become aware, or reasonably suspect, any fraudulent or illegal activity involving Payments made by those End Clients; and

- (vi) ensure that each BPAY Batch Payer Direction given on behalf of an End Client is validly authorised by that End Client;
  - (b) promptly notify us if you become aware, or reasonably suspect that a BPAY Batch Payer Direction has been erroneously submitted or processed; and
  - (c) comply with all our reasonable directions in connection with your submission of BPAY Batch Payer Directions (including any directions to stop submitting BPAY Batch Payer Directions, or to impose value or volume limits on Batch Payer Directions).
- 4.3 If you make it known to your End Clients that BPAY Payments on behalf of those End Clients will be made using BPAY Payments, you must, in addition to the matters set out in clause 4.2:
- (a) enter into an agreement with those End Clients for those BPAY Payments, which must be consistent with these BPAY Batch Payer Terms;
  - (b) disclose to, and obtain acknowledgement from, those End Clients that:
    - (i) your relationship with your End Clients is separate to, and is not governed by, the Scheme and therefore the benefits received by Payers under BROP (as it applies to BPAY Payments) may not be applicable to End Clients who make payments through you; and
    - (ii) the receipt by a Biller of a mistaken or erroneous payment from another person does not constitute part or whole satisfaction of any underlying debt owed between the End Client and that Biller;
  - (c) having regard to your own processing times needed to prepare and submit the associated Batch Payer Directions and the principles set out in clause 3:
  - (d) notify End Clients when Payments which are the subject of payment directions given by the End Clients to you will be treated as having been made; and
  - (e) ensure that payment directions validly given by your End Clients prior to the time referred to in paragraph (i) are incorporated into Batch Payer Directions which are submitted to us on the same Banking Business Day; and
  - (f) without undue delay, pass on to the relevant End Client the benefit of any adjustments (including credits or reversals) which you receive in connection with a Payment made on behalf of that End Client.
    - (a) behalf of that End Client.

## **5 Use of BPAY Marks**

- 5.1 If you:
- (a) make Payments on behalf of End Clients; and
  - (b) wish to make it known to those End Clients that Payments will be made using BPAY Payments, then:
    - (c) you must submit all proposed uses of the BPAY Marks to BPAY for its approval (such approval may be withheld in BPAY's absolute discretion);

- (d) if your proposed use is approved by BPAY, we grant to you a non-exclusive, revocable licence to use the BPAY Marks in accordance with this clause 5 and the Standards Manual solely for the purposes of advertising your participation in, and promotion of, BPAY Payments in the manner so approved; and
- (e) we will provide you with a copy of the Standards Manual along with BPAY's contact details and notify you each time there is a change to the Standards Manual or BPAY's contact details.

5.2 Where a licence to the BPAY Marks is granted to you under clause 5.1:

- (a) the parties acknowledge that our ability to licence the BPAY Marks under that clause 5.1 is subject to our own arrangements with BPAY. Accordingly, we may terminate the licence granted under clause 5.1 if our right to sub-licence the BPAY Marks ceases for any reason. The licence will otherwise terminate immediately on termination or expiry of these BPAY Batch Payer Terms;
- (b) you agree that BPAY owns the BPAY Marks and further agree:
  - (i) not to contest or in any way impair any rights of BPAY to the BPAY Marks; and
  - (ii) at any time at our request include a statement on any packaging, promotional or advertising materials used in connection with BPAY Payments, including in electronic form, that the BPAY Marks are being used by you under the control of and with the authorisation of BPAY and acknowledging BPAY's ownership of the BPAY Marks;
- (c) any use of the BPAY Marks by you which is not in compliance with the requirements of these BPAY Batch Payer Terms and the Standards Manual, and which is not promptly discontinued following written notice from us to discontinue such use, will be regarded as adequate ground for termination of these BPAY Batch Payer Terms;
- (d) you must not licence or assign to any third party the right to use any of the BPAY Marks whether by sale, consolidation, merger, amalgamation, operation of law or otherwise;
- (e) you must use the appropriate denotation or legend of trademark registration or ownership in connection with the BPAY Marks, as required or consented to by us from time to time;
- (f) if you wish to use a denotation or legend of trade mark registration or ownership in connection with any mark (other than the BPAY Marks), but used in association with or on the same printed matter as the BPAY Marks, you may do so provided that:
  - (i) such use will not adversely affect the rights of BPAY in the BPAY Marks; and
  - (ii) the specification for such use is notified in writing to us, and we provide to you our written approval to that specification prior to such use;
- (g) you must not use the BPAY Marks in such a way as to create an impression that the goods or services which you offer are sponsored, produced, offered or sold by us or BPAY. You must not adopt "BPAY" or any other BPAY Mark as any part of the name of your business or apply them to any goods or services which you offer for sale;
- (h) you must notify us immediately on becoming aware of any infringement or potential infringement of the BPAY Marks (including any infringements by your End Clients). Where such infringement or potential infringement results in a third party bringing a claim or proceedings against either party, BPAY may take over the defence of such claim or proceedings;
- (i) if any claim is asserted or legal proceedings commenced against you for alleged infringement of any rights held by a third party by reason of the use of the BPAY Marks, then when you become aware of that claim or legal proceedings you must:

- (i) provide us with prompt written notice of such claim or proceedings; and
- (ii) keep us informed of all developments in respect of the claim or proceedings; and
- (j) you consent to the use of your name and main trading logo in lists published by us, BPAY or other financial institutions who take part in BPAY Payments which identify entities who use the BPAY Batch Payer Direction functionality of BPAY Payments.

## **6 Payment Adjustments**

### **Introduction**

- 6.1 We will attempt to make sure that your Payments which are the subject to your BPAY Batch Payer Directions are processed promptly by the participants in BPAY Payments, including those Billers to whom Payments are to be made. You must promptly tell us if you:
- (a) become aware of any delays or mistakes in processing Payments;
  - (b) did not authorise a Payment that has been made from your account; or
  - (c) think that you have been fraudulently induced to make a Payment.
- 6.2 We will attempt to rectify any such matters in relation to your Payments in the way described in this clause 6. However, except as set out in this clause 6, we will not be liable for any loss or damage you suffer as a result of using BPAY Payments.
- 6.3 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, neither us, nor affected Billers, may have sufficient records or information available 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 affected Biller to correct the error.

### **Mistaken payments**

- 6.4 If a Payment is made to a person or for an amount which is not in accordance with your instructions to us, 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**

- 6.5 If a Payment is made in accordance with a BPAY Batch Payer 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 which:
- (a) we cannot recover from the person who received it within 20 Banking Business Days of us attempting to do, or
  - (b) was made as a result of a BPAY Batch Payer Direction, which did not comply with our prescribed security procedures for such BPAY Batch Payer Directions.
- 6.6 If you tell us that a Payment made in accordance with a BPAY Batch Payer Direction is unauthorised, you must first give us your or your End Client's (as the case may be) written

consent addressed to the Biller who received that Payment, consenting to us obtaining from the Biller information about your or your End Client's account with that Biller or the Payment, including the relevant 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.

### **Fraudulent payments**

6.7 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.

### **ePayments Code**

6.8 If under this clause 6 you are liable for an unauthorised or fraudulent Payment and the ePayments Code applies, then your liability is limited to the lesser of:

- (a) the amount of that unauthorised or fraudulent Payment; and
- (b) the limit (if any) of your liability set out in our terms and conditions for the applicable product or service.

6.9 If clause 6.8(b) applies, we will be liable to you for the difference between the amount for which you are liable and the amount of the unauthorised or fraudulent Payment.

### **Miscellaneous**

6.10 If a Payment you have made falls within more than one type described in clauses 6.5, 6.6 or 6.7, the following order of precedence will apply in determining how that Payment will be dealt with (with the first mentioned taking precedence over later mentioned types):

- (a) unauthorised payments as set out in clause 6.5;
- (b) fraudulent payments as set out in clause 6.6; and
- (c) mistaken payments as set out in clause 6.4.

6.11 Payments are generally irrevocable unless they fall within an adjustment category described in this clause 6. Accordingly, no refunds will be provided through BPAY Payments where you (or your End Clients) have a dispute with the Biller about any goods or services you (or your End Clients) may have agreed to acquire from a Biller. Any dispute must be resolved directly with the Biller.

6.12 For clarity, even where Payments which are the subject of BPAY Batch Payer Directions have been made using a credit card account or a charge card account, no "chargeback" rights will be available for BPAY Payments.

## **7 Suspension and termination**

7.1 You may terminate your participation in BPAY Payments at any time by giving us at least 7 days' notice accordingly.

7.2 We may suspend or terminate your participation in BPAY Payments:



- (a) if we suspect that you or your End Clients are using BPAY Payments in connection with any activities which are unlawful;
- (b) if your or your End Client's use of BPAY Batch Payments will or is likely to cause damage to the integrity, stability or reputation of the Scheme;
- (c) in accordance with clause 5.2(c);
- (d) if we are requested or required to do so by BPAY or any regulatory authority;
- (e) if you breach any obligation under these BPAY Batch Payer terms which is capable of remedy and do not remedy that breach within 20 Banking Business Days of receipt of a notice from us specifying the breach and requiring the breach to be remedied;
- (f) you breach any obligation under these BPAY Batch Payment Terms which is incapable of remedy;
- (g) you suffer an Insolvency Event;

7.3 Termination or suspension of your right to use BPAY Batch Payments does not:

- (a) prejudice any claims either party may have against the other in respect of any then subsisting breaches of these BPAY Batch Payer Terms; or
- (b) otherwise affect the accrued rights or remedies of either party.

## **8 BPAY tools and functionality**

You acknowledge that:

- (a) BPAY may, from time to time provide you with access to tools and functionality (such as software plug-ins and application programming interfaces) which facilitate submission of BPAY Batch Payer Directions; and
- (b) the use of such tools and functionalities may be subject to separate terms and conditions entered into directly with BPAY or its licensors.

## **9 Payment disputes**

9.1 We consider Internal Dispute Resolution (IDR) to be an important and necessary first step in the complaint handling process as it gives us an opportunity to hear when we do not meet our customers' expectations and address them genuinely, efficiently and effectively.

9.2 You can raise your complaint with us by:

- (a) speaking to a member of our staff directly;
- (b) telephoning 1300 236 344;
- (c) website [www.bendigobank.com.au/public/contact-us](http://www.bendigobank.com.au/public/contact-us);
- (d) secure email – by logging into e-banking;
- (e) contacting us through a Bendigo Bank social media channel; or

- (f) Contacting the Customer Feedback Team at:  
Reply Paid PO Box 480 Bendigo Vic 3552,  
Telephone: 1300 361 911 8.30am – 5.00pm (AEST/AEDT) Monday to Friday, or  
[Email: feedback@bendigoadelaide.com.au](mailto:feedback@bendigoadelaide.com.au)

9.3 If you are not satisfied with the response provided you can refer your complaint directly to the appropriate External Dispute Resolution scheme.

We are a member of the Australian Financial Complaints Authority (AFCA) you can contact AFCA at:

GPO Box 3  
Melbourne VIC 3001  
Telephone: 1800 931 678  
Website: [www.afca.org.au](http://www.afca.org.au)  
[Email: info@afca.org.au](mailto:info@afca.org.au)

Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if, or when the time limit relevant to your circumstances expire.

If your complaint relates to how we handle your personal information you can also contact the Office of the Australian Information Commissioner (OAIC):

GPO Box 5218  
Sydney NSW 2001  
Telephone: 1300 363 992  
Email: [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)  
Web: [www.oaic.gov.au](http://www.oaic.gov.au)

## 10 Change to terms

- (a) We may change these BPAY Batch Payer Terms or any documents referred to in these BPAY Batch Payer Terms at any time by giving you at least 10 days written notice before such change takes effect.
- (b) Unless a change under paragraph (a) is reasonably necessary to:
  - (i) comply with any law;
  - (ii) accommodate changes in the operation of the Scheme or BPAY Payments;
  - (iii) accommodate changes in our operations or systems; or
  - (iv) comply with BPAY's or our security policies and procedures,

you may terminate your participation in BPAY Payments by giving us written notice at any time before such change takes effect. Any such termination under this clause 6 will take effect on the day before the date notified by us that the change takes effect.

## 11 Privacy and Confidentiality

- (a) In order to provide you with services under BPAY Payments, we may need to disclose your or your End Clients' Personal Information (including updates to such Personal Information notified to us under paragraph (e)) to BPAY and/or its Service Providers. If we do not disclose such Personal Information to BPAY or its Service Providers, we will not be able to provide you with services under BPAY Payments.
- (b) Accordingly, you agree to our disclosing to BPAY, its Service Providers and such other participants involved in BPAY Payments such Personal Information relating to you or your End Clients as is necessary to facilitate the provision of BPAY Payments to you.
- (c) From time to time, we may need to provide to BPAY certain information regarding our customers and their use of BPAY Payments, including for the purposes of monitoring and managing fraud relating to BPAY Payments. You consent to the inclusion of your name and any other details and information relating to you, in any reports we are required to provide to BPAY.

## 12 Definitions

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

**Biller** means a person or entity that is enabled to receive BPAY Payments and has been issued a biller code.

**BPAY** means BPAY Pty Ltd ABN 69 079 137 518 located at Level 1, 255 George Street, Sydney NSW 2000.

**BPAY Batch Payer Directions** means a direction from you to us using a batch entry method to effect one or more transaction to one or more billers through BPAY Payments.

**BPAY Batch Payer Terms** means the arrangement between you and us which sets of the terms and conditions on which we will accept BPAY Batch Payments from you.

**BPAY Batch Payments** means a direction from you to us using a batch entry method to effect one or more transaction to one or more billers through BPAY Payments.

**BPAY Payments** mean the electronic payments service promoted by BPAY and which is operated in accordance with the terms and conditions set out in BPAY Rules and Operating Procedures (as it applies to BPAY Payments).

**BRBP** means the BPAY Scheme Rules and Operating Procedures in force from time to time.

**End Client** means the end-payers (if any) on behalf of who, you make Payments under these Batch Payer Terms, which, for clarity may include your related bodies corporate or third parties for whom you provide a good or service.

**Insolvency Event** occurs in respect of a person if:

- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act 2001 (Cth)); or
- (b) it has had a Controller (as defined in the Corporations Act 2001 (Cth)) appointed, or is in liquidation, in provisional liquidation, under administration or wound up or has had a Receiver (as defined in the Corporations Act 2001 (Cth)) appointed to any part of its property; or

- (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute, or dissolved; or
- (d) an application or order has been made, resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or
- (e) it is taken (under section 459F(1) of the Corporations Act 2001 (Cth)) to have failed to comply with a statutory demand; or
- (f) it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act 2001 (Cth) (or it makes a statement from which a reasonable person would deduce it is so subject); or
- (g) it is otherwise unable to pay its debts when they fall due; or
- (h) something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction.

**Payment** means a payment made, or to be made, by or on behalf of you through BPAY

Payments. **Payment Cut-off Times** has the meaning given in clause 3.1.

**Personal Information** means personal information, as that term is defined in the Privacy Law that is provided to, or obtained or accessed by, us in the course of providing BPAY Payments to you.

**Privacy Law** means the Privacy Act 1988 (Cth) and any legislation which applies to you from time to time in force in Australia.

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

**Service Provider** means a person engaged by BPAY to provide goods or services to BPAY in connection with BPAY Payments.

## Talk to us today

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<b>In person</b>	At your nearest Bendigo Bank branch
<b>On the phone</b>	Call <b>1300 236 344</b>
<b>Online</b>	At <a href="https://www.bendigobank.com.au">bendigobank.com.au</a>
<b>By mail</b>	The Bendigo Centre PO Box 480 Bendigo VIC 3552

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Bendigo Bank is a division of Bendigo and Adelaide Bank Limited ABN 11 068 049 178 Australian Credit Licence 237879.

V001 BEN50TC078

(27/08/2021)

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