

# **Bendigo Funds Transfer Services™ Direct Debiting.**

**Terms & Conditions.**

28 February 2020

## About this document

This document is Part 1 of our terms and conditions. The other document that makes up this document is Part 2: Schedule of Fees and Charges for Bendigo Funds Transfer Services™ Direct Debiting.

If you do not have Part 2, this document is incomplete. Please contact us on (03) 8414 7727 to arrange for it to be sent to you.

You should read this document carefully before acquiring Direct Debiting.

This document contains terms and conditions which apply to Direct Debiting.

The issuer of the product described in this PDS is Bendigo and Adelaide Bank Limited, ABN 11 068 049 178, AFSL No. 237879. Bendigo Funds Transfer Services™ is a division of Bendigo and Adelaide Bank Limited.

## Contact details

You can contact us at:

Bendigo Funds Transfer Services™, a division of Bendigo and Adelaide Bank Limited.

Level 4, 120 Harbour Esplanade,  
Docklands VIC 3008

Telephone: (03) 8414 7727

Facsimile: (03) 8414 7268

E-mail: fts@bendigobank.com.au

## Customer service

We offer customer service and technical support for Direct Debiting via telephone 9.00am – 5.00pm (AEST / AEDT) Monday to Friday on the following number:

(03) 8414 7727

Please note that a restricted service operates on some Victorian public holidays. Further details can be obtained by contacting us.

## Key Features

We offer Direct Debiting to selected Bendigo Bank account holders wishing to lodge direct debit transactions for processing. The Direct Debiting facility has been designed primarily for use by a business and can only be established primarily for business purposes. You must be approved by us in advance.

See clause 1 of the terms and conditions below for information on how to apply for Direct Debiting.

The table below sets out the key features of the Direct Debiting facility.

Feature	Direct Debiting
Must be a Bendigo Bank account holder	Yes
Assessment criteria	Yes
Establishment fee	Yes
Transaction fees	Yes
Rejection fees	Yes
GST applicable	Yes
Cut-off time	4.30pm (AEST /AEDT) on a business day
Funds processed to all financial institutions overnight	Yes. (Providing transactions lodged by specified cut-off time and subject to individual arrangements between financial institutions)
Internet access required	Yes
Compatible with ADSL or cable/network modem	Yes

## Terms and conditions

The terms and conditions for Direct Debiting are set out below. Unless you have previously agreed to be bound by these terms and conditions, your first use of Direct Debiting will indicate that you understand and agree to be bound by these terms and conditions.

### Section A: Meaning of words

**“APN”** means Australian Payment Network, the governing body for most electronic transactions between financial institutions in Australia.

**“ABA format”** means an electronic file format complying with APN regulations. This is an agreed file format for electronic transactions processed through BECS by all participating Australian financial institutions.

**“BECS”** means the Bulk Electronic Clearing System which is the system used for exchange of most electronic transactions between financial institutions in Australia and is governed by APN.

**“Bendigo Funds Transfer Services™”** means Bendigo Funds Transfer Services™, a division of Bendigo Bank which processes direct entry work.

**“business day”** means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

**“Business Portal”** means the web application provided by Bendigo Bank that enables you to process and view your payment files.

**“cut-off time”** means 4.30pm (AEST /AEDT) on a business day.

**“Data Files”** means electronic direct entry file data complying with ABA format.

**“Government charges”** means all charges or duties on deposits into, or withdrawals from, your account that are payable under a law of the Commonwealth or any State or Territory whether or not you are primarily liable to pay these charges.

**“law”** means common law, principles of equity and laws made by parliament (including regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them).

**“nominated account”** means any of the accounts specified for the debiting of funds via Direct Debiting.

**“PIN”** means the Personal Identification Number issued by us, or selected by you, to use in conjunction with a security token to use Direct Debiting.

**“processing date”** means the business day on which your Data Files are processed, and funds are debited from nominated accounts and credited to your account.

**“user ID”** means your unique number which is recorded on APCA's national database and enables us to process your direct debit transactions within BECS.

**“we”, “us”, “our”** and **“Bendigo Bank”** means Bendigo and Adelaide Bank Limited, ABN 11 068 049 178, AFSL No. 237879.

**“you”** and **“your”** means the holder of an account or if there is more than one of you, all of you jointly and each of you severally and includes without limitation a person, firm, body corporate, incorporated association, club or authority who is an existing account holder with us.

**“your account”** means your account specified for the crediting of funds via Direct Debiting and return of rejections from other financial institutions.

The singular refers to the plural and vice versa.

A reference to:

1. a document includes any variation or replacement of it; and
2. anything includes the whole and each part of it.

## Section B: General terms and conditions

### 1. Applying for Direct Debiting

This facility is generally made available to applicants who have conducted a Bendigo Bank business account for a minimum of six months.

- 1.1 You can obtain our Bendigo Bank Direct Debit application form by contacting your local branch, Business Banker or Electronic Banking Business Development Manager. You must provide us with the following
- (a) Your business profit and loss statements for the last two years;
  - (b) Your Bank statements for the last six months (if not BEN); and
  - (c) Any other information we reasonably require to process your application

We may change the eligibility requirements at any time.

- 1.2 If we approve your application for access to Direct Debiting we will register you with APN and obtain a user ID number for you. We will also provide you with a sample Direct Debit Request form and Service Agreement and request you to forward us your preferred version (you may decide to use our sample version for convenience).
- 1.3 Please note that it takes a minimum of ten business days after we have approved your application before you can commence using Direct Debiting.
- 1.4 Access to the Bendigo Bank Business Portal is required to lodge data files. It is your responsibility to obtain and maintain any electronic equipment (e.g. computer hardware) which you may need to have in order to access the Direct Debiting facility.

### 2. Data Files

- 2.1 You must be able to create your Data Files using ABA format. If your business uses software which creates Data Files using ABA format, you will not need to obtain additional software. If you are unsure as to the capabilities of your software, please contact your software vendor directly.
- 2.2 You are responsible for the controls for data integrity, duplication instruction extraction, file transmission and delivery of Data Files. You must ensure that all Data Files comply with the data specifications which we may notify to you in writing.
- 2.3 You warrant as to the authenticity and accuracy of all materials and information in your Data Files. It is your responsibility to ensure that all information contained in your Data Files is correct. We are not required at any time to verify or check (or be held liable as a result) the amount of the actual transactions in your Data Files.
- 2.4 You must be able to reconstruct your Data Files which may become corrupted. Where Data Files are corrupted, we may request you to supply a duplicate of the Data Files and to deliver a reconstruction of the Data Files to any nominated place.

### 3. Using Direct Debiting

- 3.1 You must obtain a valid Direct Debit Request form completed by every customer. You must immediately provide this to us if we request.
- 3.2 You must lodge your Data Files electronically via the Business Portal.
- 3.3 If your Data Files are lodged with us by cut-off time on a business day, they will be processed that day (unless you nominate a later date). Cut-off time is 4.30pm (AEST /AEDT) on any business day.
- 3.4 If your Data Files are either lodged on a day that is not a business day or after cut-off time on a business day, they will be processed on the following business day (unless you nominate a later date).

- 3.5 On the processing date:
- (a) the amounts in your Data Files will be debited from the nominated accounts; and
  - (b) your account will be credited with the sum of the amounts so debited. Those funds will then be available for withdrawal from your account.
- amount of payment to be recalled; and
  - recall date (being the anticipated processing date).

Generally, amounts will be debited from nominated accounts overnight, however, this is subject to individual arrangements between other financial institutions and us. To prevent delays or complications arising in the processing of your Data Files, you must ensure that you have provided us with correct details of the nominated accounts for Direct Debiting, including the correct BSB numbers, account numbers and account names.

#### 4. Processing for third parties prohibited

- (a) You may only obtain a Direct Debit Request from a customer in respect of that customer's payment to you (and not in respect of that customer's payment to any other person);
- (b) You may only lodge a Data File in respect of a customer's payment to you (and not in respect of a customer's payment to any other person);
- (c) You must never lodge a Data File in respect of a customer's payment to a third party.
- (d) You must never lodge a Data File on behalf of a third party.

Without limiting any other clause, we may cancel the Direct Debiting Facility if this clause 4 is breached.

#### 5. Recalls

- 5.1 From time to time, you may wish to recall payment of part or all of your Data Files after they have been lodged for processing. This may be possible if:
- (a) Your recall request is made before 11.00am (AEST / AEDT) on the processing date for all financial institution transactions.
  - (b) Your recall request is made by telephoning us (in the first instance) and forwarding an email or facsimile confirming the recall to us before 11.00am (AEST / AEDT).
  - (c) Your recall email or facsimile includes the following details:
    - your business name and user ID;
    - nominated account/s institution name and BSB number;
    - nominated account/s name and account number;

#### 6. Rejections

- 6.1 You are responsible for completing all administration tasks relating to Direct Debiting, including dealing with requests for cancellations, suspensions and amendments.
- 6.2 In certain circumstances, other financial institutions may reject a Direct Debit. Such a rejection must take place within three business days and is usually due to insufficient funds being held in the nominated account for Direct Debiting. Other reasons may include:
- the nominated account number is incorrect;
  - the nominated account has been closed;
  - the nominated account-holder has placed a stop on the Direct Debit Request; or
  - the Direct Debit Request is technically invalid.
- 6.3 If any Direct Debit Request is rejected by another financial institution, we may charge you a Rejection Fee. The current amount of this fee is set out in the Schedule of Fees and Charges for Bendigo Funds Transfer Services™ Direct Debiting in Part 2 of this document. We will advise you of the details of any rejections as soon as possible.
- 6.4 You must ensure that sufficient funds are held in your account to cover any rejected Direct Debit items. Failure to cover any such rejection may lead to cancellation of your use of Direct Debiting.

#### 7. Fees & charges

- 7.1 Fees and charges and Government charges apply to your use of Direct Debiting. You authorise us to deduct these fees and charges and Government charges from your account. Current fees and charges are set out in the Schedule of Fees and Charges for Bendigo Funds Transfer Services™ Direct Debiting in Part 2 of this document. You can find out the current fees and charges at any time by contacting us on (03) 8414 7727.
- 7.2 We may change our fees and charges from time to time (including introducing new fees and charges) and Government charges may change at any time. There is no maximum limit for the amount of fees and charges we may impose. If the law regulates such a change we will only make the change to the extent permitted by, and subject to, the requirements of that law.

### 8. Confirmation of transactions

You agree that confirmation of transactions involving Direct Debiting may be provided by you contacting us on (03) 8414 7727 and requesting confirmation.

### 9. Changes

- 9.1 We may change these Terms and Conditions at our absolute discretion at any time, by giving 30 days prior written notice. If any law regulates that change, we will only make the change to the extent permitted by, and subject to, the requirements of that law.
- 9.2 You agree that we can give you notice of changes to these terms and conditions, any material change, or any significant event that affects any of the matters specified in this PDS (including changes to terms and conditions) in writing (including by electronic means), by an advertisement in a major daily newspaper or in any other way permitted by law.
- 9.3 The notice of change table on page 8 sets out how and when we will notify you of changes.

### 10. Cancelling Direct Debiting

- 10.1 We may by giving fourteen days prior written notice (except in the case of (a) or (b) below which is immediate and requires no prior written notice) cancel your use of Direct Debiting at any time. We may do this where in our absolute discretion it is reasonable to do so and/or any of the following circumstances occur:
- (a) we reasonably believe you induced us to issue the payment facility by fraud;
  - (b) you breach any of these terms and conditions;
  - (c) we close your account;
  - (d) the security or quality of the service is threatened;
  - (e) you fail to comply with our instructions or APN regulations;
  - (f) nominated accounts are debited when you do not possess a valid Direct Debit Request form;
  - (g) you fail to hold sufficient funds in your account to cover rejected items returned from other financial institutions;

- (h) you fail to pay applicable fees and charges relating to Direct Debiting;
- (i) you fail to provide us within a reasonable time any information or documentation we have requested in order that we may conduct our review of your Direct Debiting facility; or
- (j) in our opinion as a result of undertaking a review of your facility we believe there has occurred a material change or significant event that may adversely affect your ability to perform your obligations under the facility there has occurred a material change or significant event that may adversely affect your ability to perform your obligations under the facility.

- 10.2 We also reserve the right to review your usage and to cancel your use of Direct Debiting where you have not used Direct Debiting for a period of 60 days or greater.
- 10.3 You may alter, stop or cancel your use of Direct Debiting at any time by giving us notice in writing.
- 10.4 There are no termination fees if your use of Direct Debiting is cancelled.

### 11. Bulk Electronic Clearing System

- 11.1 Bendigo Bank participates in BECS and is subject to the regulations set by APN. In order to use Direct Debiting, you must comply with these regulations.
- 11.2 As your "Sponsor", we are responsible for ensuring that you meet all requirements and regulations set by APN. We will advise you of any material changes that affect you.
- 11.3 You must comply with any instruction issued by us on behalf of APN.

### 12. Privacy

- 12.1 We are committed to ensuring your privacy is protected and understand your concerns regarding the confidentiality and security of personal information you provide to us.
- 12.2 You can obtain information about privacy in our Privacy Policy which is available upon request at any of our branches or on our website at [www.bendigobank.com.au](http://www.bendigobank.com.au).

Notice of Change

Type of change	Minimum number of days notice	Manner of giving notice
Any change that is an increase in a fee or charge (other than a Government charge)	30	In writing.
Any other changes, including a change to any other term or condition (that is not caught by the above).	No later than the day on which the variation takes effect.	In writing (including by electronic means), by an advertisement in a major daily newspaper or in any other way agreed to by law or agreed to by you.

**13. You can raise your complaint with us by:**

We consider Internal Dispute Resolution (IDR) to be an important and necessary first step in 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. You can raise your complaint with us by:

- Speaking to our staff directly on (03) 8414 7727
- Writing to Bendigo Funds Transfer Services, providing as much information as possible about the situation and enclosing any relevant documentation.
- Contacting our Customer Feedback Team on 1300 361 911  
8.30am – 5.00pm (AEST / AEDT)  
Monday to Friday; or  
Email [feedback@bendigoadelaide.com.au](mailto:feedback@bendigoadelaide.com.au)

If you are not satisfied with the response provided by our Customer Feedback Team, you have the option of referring the matter to the Customer Advocate who will impartially assess your complaint, keep you informed of the progress and provide you with a response:

- a) Telephone 1300 139 527 (+61 3 5485 7919) between 8.30am and 5.00pm (AEST / AEDT) Monday to Friday;
- b) Email: [customeradvocate@bendigoadelaide.com.au](mailto:customeradvocate@bendigoadelaide.com.au);
- c) Post/letter: write to Customer Advocate PO Box 480, Bendigo, VIC 3552.

Alternatively (or following consideration by the Customer Advocate) you may refer your complaint directly to the appropriate External Resolution scheme.

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

**Australian Financial Complaints Authority**  
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)

**14. If you have changed your address or name or your circumstances change**

14.1 If you have changed your address (business or email, where relevant) you must provide us with your new address as soon as possible, by telephoning (03) 8414 7727 or by writing to us (refer to Contact details).

14.2 You must notify us in writing as soon as possible of any proposed or actual changes to your financial or legal status (including name changes, mergers, administration or receivership, schemes of arrangement, bankruptcies, liquidations, windings up, dissolutions or acting or failing to act in a manner which could result in any of these

situations) or any other material changes that may affect or impact upon your use of Direct Debiting or your ability to continue operating in a financially viable manner.

**15. Liability**

15.1 Subject to any other provision of these terms and conditions, to the extent permitted by law, we are not liable to you for or in connection with:

- (a) any loss or damage you suffer as a result of using your account or Direct Debiting;
- (b) any delay or failure in processing a transaction on your behalf;
- (c) any transaction which is processed by us on your behalf;
- (d) any failure, malfunction, delay or error (for any reason) of any equipment, system or software (including, without limitation, the telephone, computer, software and telecommunications and ISP services you use to access an account or Direct Debiting);
- (e) any unavailability or failure of Direct Debiting to accept instructions from you;
- (f) any failure of a PIN to permit you to access Direct Debiting;
- (g) any unauthorised access to, or disclosure of information relating to, your account through Direct Debiting; or
- (h) any other action taken or not taken in relation to your account or Direct Debiting.

**16. Other**

16.1 We may decide, at our discretion, the order in which payments will be processed.

16.2 We may give you a certificate about a matter in connection with your account or Direct Debiting. The certificate is sufficient to prove the matter unless you prove the certificate is incorrect.

16.3 Notices and other communications for us may be:

- (a) given personally to one of our employees at your local branch or sent by post or facsimile to our registered office (refer to contact details); or
- (b) given by any other means permitted by law.



- 16.4 Subject to the requirements of any law, communications for you may be:
- (a) given to you personally, left at any address specified by you or your registered office or business address last known to us; or
  - (b) sent by prepaid post to any of these places; or
  - (c) sent by facsimile to your residential or business facsimile number last known to us; or
  - (d) given by any other means permitted by law.
- 16.5 Enforcement expenses may become payable if you breach these terms and conditions.
- 16.6 We may choose at any time to waive any of our rights under these terms and conditions. Subject to any applicable law, a waiver by us is not a change to, and does not reduce our rights under these terms and conditions unless we give you written notice that it is a change to these terms and conditions.
- 16.7 Nothing in this document has the effect of excluding, restricting or modifying rights in the Australian Securities and Investments Commission Act or Competition and Consumer Act, which cannot be excluded, restricted or modified by agreement. If your account or payment facility is of a kind not ordinarily acquired for personal, domestic or household use, our liability is restricted to re-supplying the services or the cost of re-supplying the services.
- 16.8 Part or all of any provision of these terms and conditions that is illegal or unenforceable will be severed from these terms and conditions, however the remaining provisions will continue in force.
- 16.9 We may assign or otherwise deal with our rights under these terms and conditions in any way we consider appropriate. You agree that we may disclose any information or documents we consider desirable to help us exercise this right. You also agree that we may disclose information or documents at any time to a person to whom we assign our rights under these terms and conditions.

**Banking Code of Practice**

16.10 If you are an individual or small business (as defined by the Banking Code of Practice), we are bound by the Banking Code of Practice published by the Australian Banker's Association.

The Banking Code of Practice requires us to draw your attention to the availability of general descriptive information concerning our banking services. This includes information about account opening procedures, our obligations regarding the confidentiality of your information, complaint handling procedures, bank cheques, the advisability of you informing us promptly when you are in financial difficulty so that we may discuss your situation and the advisability of you reading the terms and conditions applying to this banking service. That information is contained in this document to the extent relevant to the Direct Debiting facility and is contained in full in the Business Accounts and Facilities Terms and Conditions.

16.11 You should inform us promptly if you are in financial difficulty so that we may discuss your situation.

16.12 We may conduct a review at any time (at our discretion) if we reasonably believe there has been an adverse change in the management or control of your company or a change in your financial condition. In order that we may undertake the review you agree to provide us within a reasonable time and upon reasonable notice by us the following:

- (a) a copy of your audited Balance Sheet and Profit and Loss account for the last two financial years;
- (b) statement(s) of your business bank account(s) for the last six months (if these accounts are not Bendigo and Adelaide Bank accounts); and
- (c) any other information we reasonably require to undertake our review.

# Schedule of Fees and Charges for Bendigo Funds Transfer Services™ Direct Debiting

This document has been prepared as at 1 July 2019.

This Schedule of Fees and Charges for Bendigo Funds Transfer Services™ Direct Debiting is an important document. It provides you with information about the current fees and charges that apply to Direct Debiting.

This document is Part 2 of the Bendigo Funds Transfer Services™ Direct Debiting terms and conditions. The other document that makes up this document is Part 1: Bendigo Funds Transfer Services™ Direct Debiting.

However, we may give you this document on its own (without the terms and conditions). In that case, this document does not form part of the terms and conditions unless we tell you otherwise.

The issuer of this document is Bendigo and Adelaide Bank Limited, [www.bendigobank.com.au](http://www.bendigobank.com.au), The Bendigo Centre, Bendigo, VIC 3550, ABN 11 068 049 178, AFSL No. 237879.

We may change our fees and charges from time to time and Government charges may change at any time. There is no maximum limit for the amount of fees and charges we may impose. You can obtain a copy of this document at any time by contacting us on (03) 8414 7727.

The following fees are inclusive of GST (unless indicated otherwise). Fees will be deducted from your account (or, if you nominate another account, that account). A tax invoice will be issued to you at the conclusion of each month. If you decide to nominate another account as the account from which fees are to be deducted, you will need to complete a separate Direct Debit Request Authority form.

## Set-up fees (one off)

- Establishment fee \$275  
This fee is payable and is deducted from your account after we approve your application and arrange set up of Direct Debiting for you.

## Direct Debiting charges

Base Transaction Fee \$27.50

This fee is payable where between 1-149 direct debits are processed in a calendar month on your Direct Debit facility.

- Transaction Fee 16.5 cents per transaction

Where the Base Transaction Fee ceiling of 150 direct debits processed in a calendar month on your Direct Debit facility has been exceeded, a per transaction fee applies to all transactions.

Example 1: 65 transactions per calendar month = \$27.50 Base Transaction Fee applies

Example 2: 200 transactions in a calendar month = \$33.00 Transaction Fee applies (200 x 16.5 cents each)

These fees are deducted from your account on the second last business day of each month. However, if a later date is specified in your tax invoice as the date on which fees will be deducted, the fee will be deducted on that day

- Rejection Fee \$2.75 per rejection

This fee is payable on each direct debit request that is rejected by another financial institution and is deducted from your account on the second last business day of each month. However, if a later date is specified in your tax invoice as the date on which fees will be deducted, the fee will be deducted on that day.

## Contact us

<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="http://bendigobank.com.au">bendigobank.com.au</a>
<b>By mail</b>	The Bendigo Centre PO Box 480 Bendigo VIC 3552

Bendigo and Adelaide Bank Ltd, The Bendigo Centre, Bendigo Vic 3550 ABN 11 068 049 178. AFSL No. 237879.

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