

Debit User Pack

For BOQ customers to electronically debit accounts

THIS PACK INCLUDES:

- **Debit User Facility Application Form (Page 1)**
- **Debit User Acknowledgement and Indemnity (Pages 2 - 4)**
- **Debit User Facility Obligations (Page 5)**
- **Direct Debit Request Sample (Page 6)**
 - *The Debit User Pack only provides a sample of the Direct Debit Request. The Customer will need to create a Direct Debit Request on their companies letterhead with their own companies format.*
- **Direct Debit Request Service Agreement (Page 7)**
 - *The Debit User Pack only provides a sample of the Debit User Request Service Agreement. The customer must complete their own Service Agreement on their own letterhead, filling in paragraphs 1, 3 and 4 with their own terms and conditions.*
- **Debit User Facility Customer Information Sheet (Page 8)**
- **Payments File Upload Facility Recall Form (Page 9)**
- **Processing Limits Form (Page 10)**
 - *This form must be completed at Branch for all Debit User Applications. Please note with regards to approval this must be signed off by your manager within their DAA Limit. A Commercial Submission Short Form must be completed and sent to Risk Assessment for approval.*

The following documents are to be completed and sent to Direct Entry , Clearing Services via internal mail. Please keep a copy for the customer:

- Signed Debit User Facility Application Form
- Signed Debit User Acknowledgment and Indemnity
- Customer's Direct Debit Request
- Customer's Direct Debit Request Service Agreement
- Processing Limit Form

The following documents are for the customer to keep:

- Debit User Facility Obligations
- Customer Information Sheet
- Direct Debit Request Sample
- Direct Debit Request Service Sample
- Payment File Upload Facility Recall Form

Branch Processing Checklist:

- Customer received all the above mentioned documents
- Signed Debit User Facility Application Form and Processing Limit Form
- Attached - Risk Assessment approval (if needed)
- Sent to Direct Entry, Clearing Services in the internal mail

Branch Contact

Signature



Debit User Facility Application

For direct debits processed via Payment File Upload Facility/Direct Debits

Company/Business Name

ACN/ARBN/ABN *(if applicable)* CAN

Contact Name Contact Phone

Account to be credited for any direct debits made using this facility:

Account Title **Account Number**

Account to be debited for any fees applicable to, or disputed amounts resulting from, the use of this facility:

Account Title **Account Number**

Authorities

The above company / business authorise:

Authorised User **Position**

Authorised User **Position**

Authorised User **Position**

Authorised User **Position**

Authorised User **Position**

Debit User File Details

Anticipated volumes per lodgement will be

Processing Frequency

State/s in which transactions will be conducted

Anticipated amount to be processed

Bank Use Only

Bank Link User Name APCA Number File Prefix

CRS updated by CAN

Debit User Facility Application

Debit User acknowledgement and indemnity to BOQ for all debit files processed

To Bank of Queensland Limited ACN 009 656 740 ("Sponsor"), the Debit User hereby indemnifies and agrees to keep indemnified the Sponsor against all claims, demands, actions, suits and proceedings whatsoever that may be made or commenced against the Sponsor or any of its employees or agents, arising out of or in connection with the Debit User operating under the Bulk Electronic Clearing System ("BECS") using the Direct Debit System contained in Part 7 of the BECS Procedures ("the Procedures").

The Debit User agrees to comply with all the conditions, accountabilities and responsibilities ("the Conditions") required of a Debit User under the Procedures. Without limitation, those Conditions include the following obligations:

1. The Debit User must use the Direct Debit System solely for the purpose of arranging payment for the supply of goods or services by the Debit User to its customer ("Customer").
2. In respect of Customers who commence direct debit payments after 31 March 2000, the Debit User must:
 - a. obtain a valid and binding Direct Debit Request; and
 - b. enter into, and provide to that Customer in writing, a Service Agreement ("DDR Service Agreement") with that Customer.
3. In respect of existing Customers who have not received a DDR Service Agreement as at 31 March 2000, the Debit User:
 - a. agrees to apply, for the benefit of those Customers, the procedures and policies set out in the Debit User's standard DDR Service Agreement applicable at the relevant time; and
 - b. agrees to make available information on those procedures and policies to a Customer upon request.
4. Before printing or publishing a Direct Debit Request or any other information to be provided to Customers in relation to direct debits (including a DDR Service Agreement), the Debit User must provide those documents to the Sponsor for approval as to format, content and medium.
5. Each DDR Service Agreement must:
 - a. be identified as such on its face;
 - b. set out reasonable details (or, if such details are contained in the Direct Debit Request, refer the Customer to it) of the terms of the debit arrangements to apply between the Debit User and the Customer including, if applicable, the basis on which the Debit User will issue billing advices to the Customer;
 - c. provide for not less than 14 days' notice to the Customer if the Debit User proposes to vary any of the terms of those debit arrangements;
 - d. set out in reasonable detail the procedure available to the Customer to request deferment of, or alteration to, any of those arrangements;
 - e. set out in reasonable detail the procedure available to the Customer to stop any Debit Item or cancel a Direct Debit Request with the Debit User, and advise the Customer to direct all requests for such stops or cancellations to the Debit User in the first instance;
 - f. set out in reasonable detail the procedure available to the Customer to dispute any Debit Item with the Debit User and the dispute resolution process to apply between them, and advise the Customer that queries are to be directed to the Debit User in the first instance;
 - g. indicate:
 - i. that direct debiting through BECS may not be available on all accounts; and
 - ii. that the Customer is advised to check account details against a recent statement from the Customer's financial institution, and direct the Customer, if uncertain, to check with the Customer's financial institution before completing the Direct Debit Request.
 - h. state that it is the responsibility of the Customer to have sufficient clear funds available in the relevant account by the due date to permit the payment of Debit Items initiated in accordance with the relevant Direct Debit Request;
 - i. state its policy when the due date for payment falls on a day which is not a business day in the place of lodgement, and indicate that if the Customer is uncertain as to when the debit will be processed to the Customer's account, he or she should enquire direct of their financial institution;
 - j. state its policy when Debit Items are returned unpaid by the Customer's financial institution, including the application by the Debit User of any related fees; and
 - k. state its policy on the privacy to be accorded to the Customer's records and account details, while noting that the Sponsor may require such information to be provided in connection with a claim made on it relating to an alleged incorrect or wrongful debit.
6. The Debit User must only issue Debit Items strictly in accordance with the arrangements made between the Debit User and its Customer and must not lodge with the Sponsor any Debit Items not authorised by a current and valid Direct Debit Request.
7. The Debit User must notify Customers of any change in the terms of the debit arrangements agreed between them at least 14 days before the change is implemented.

Debit User Facility Application

Indemnity Continued

8. The Debit User must inform the Sponsor immediately of any significant changes in arrangements made in relation to the issue of Debit Items, any proposed change to the Debit User's name and any proposed change in the shareholding or ownership of the Debit User.
9. The Debit User acknowledges and agrees that Customers are entitled to cancel or suspend Direct Debit Requests addressed by those Customers to those Debit Users by notice to the Customers Financial Institution.
10. The Debit User must act promptly in accordance with any instruction by a Customer to cancel or suspend a Direct Debit Request or to stop or defer individual Debit Items from time to time, vary a Direct Debit Request in accordance with a verified Switch of Financial Institution and Account Details or vary a Direct Debit Request in accordance with a Notice of Redirection of a Direct Entry Item.
11. The Debit User must promptly verify (by signature comparison or other means) a Switch of Financial Institution and Account details prior to processing. If there is any doubt as to the customer's authorisation, then the Debit User must contact the Customer to verify.
12. The Debit User must investigate and deal promptly and in good faith with any query, claim or complaint related to alleged incorrect or wrongful debits that is received from the Sponsor, assist the Sponsor to deal with all such queries, claims or complaints and respond to the Sponsor within 3 business days, by either:
 - a. accepting the claim and authorising the Sponsor to debit the Debit User's bank account (nominated by the Debit User for this purpose) for the disputed amount; or
 - b. disputing the claim and providing the Sponsor with full particulars of reasons for disputing the claim, which must include evidence of its authority to debit. If the Debit User is unable to provide satisfactory evidence to the Sponsor of its authority to debit the disputed amount, the Sponsor will have the right to automatically debit the Debit User's nominated bank account for the disputed amount plus any costs incurred by the Sponsor in disputing the claim.
13. Where the Debit User disputes a claim in relation to a disputed amount, and either the Sponsor reasonably believes the claim by the Customer is justified, or the claim is resolved, settled or determined in accordance with the Procedures in favour of the Customer, the Sponsor will have the right to automatically debit the Debit User's nominated bank account for the disputed amount plus any costs incurred by the Sponsor in disputing the claim.
14. The Debit User acknowledges that it is the Debit User's responsibility to ensure that correct account information appears on any Direct Debit Request given to it by a Customer. If account information is incorrect, the Sponsor may be liable to other financial institutions participating in the Direct Debit System in circumstances where the Debit User has initiated debits in reliance on that incorrect information. Where the Sponsor is liable to indemnify other financial institutions in accordance with the Procedures, the Debit User will be required to indemnify the Sponsor to the same extent, in accordance with this Indemnity.
15. The Debit User will ensure that its User Identification Number (to be issued to it by the Sponsor) will appear on each Direct Debit Request, and all correspondence to a Customer which the Debit User initiates.
16. The Debit User must retain all Direct Debit Requests, Switch of Financial Institution and Account Details, Notices of Redirection of a Direct Entry item and instructions from Customers (whether received directly from a Customer or their Financial Institution) to cancel or suspend a Direct Debit Request given to the Debit User in writing for a period of 7 years from the date of the last debit made under the relevant Direct Debit Request, and produce these on request by the Sponsor or the Customer's financial institution as specified in the Direct Debit Request.
17. The Debit User acknowledges and agrees, for the benefit of Australian Payments Clearing Association Limited ACN 055 136 519 ("the Company"), that the Debit User may use a logo approved by the Company on its form of Direct Debit Request and related material, but that this right is contingent on the Debit User continuing to act in the capacity of a Debit User in BECS and to comply fully with its obligations in that capacity. The Debit User's entitlement to use that logo will cease immediately if the Debit User's access to BECS is withdrawn by the Sponsor, or the Debit User otherwise ceases to be a Debit User in BECS. The Debit User acknowledges that any use of the logo after its entitlement ceases in accordance with this paragraph will be an infringement of the Company's rights in that mark.
18. The Sponsor reserves the right to vary these conditions at any time by notice in writing to the Debit User. The varied conditions will take effect from the first use by the Debit User of the Direct Debit System following its receipt of the notice by the Sponsor. Any use of the Direct Debit System after receipt of the notice will be deemed to indicate the Debit User's agreement to the variation.
19. The Sponsor may, in its absolute discretion, withdraw the Debit User's access to the Direct Debit System and terminate the arrangements with the Debit User, by notice in writing. The Sponsor may also, in its absolute discretion, terminate the Debit User's right to lodge particular Debit Items.

Debit User Facility Application

Indemnity Continued

CUSTOMER AUTHORITY

I/we hereby:

Apply to become a Debit User in the Bulk Electronic Clearing System (BECS) from time to time operated by the Participating Members (which include the Sponsor"), upon the terms and conditions supplied with this application form by the User FI.

Acknowledge that the Sponsor is at liberty to accept or decline this Application. If the Application is accepted by the Sponsor and any financial institution thereafter accepts and acts on instructions given by the Debit User in connection with BECS by use of that financial institution's BSB number, the Debit User AGREES that it shall comply with all the obligations of a Debit User of BECS as advised by the Sponsor and any amendment, modification or replacement from time to time issued by the Sponsor or by any other Participating Member or Appointor which may become the Sponsor in respect of the Debit User.

Confirm that alteration to the amount of the debit (except as previously agreed with the customer) will not be made without prior notice being given to the customer.

This Indemnity is a continuing indemnity and will apply to any Debit Items issued by the Debit User at any time prior to the arrangements between the Sponsor and the Debit User coming to an end.

Authorised Users can conduct Payments File Upload Facility transactions through the Bank's Internet Banking service on my/our behalf.

I/we understand that when I/we use the Payments File Upload Facility via the Internet Banking service that I/we will be bound by the terms and conditions of use contained in the Electronic Banking Terms and Conditions.

My/our acceptance of and agreement to the terms and condition of use will be indicated by my/our use of the service.

Dated this _____ day of _____ in the year _____

Authorised Signatories

Signature _____ Signature _____

Name in Full _____ Name in Full _____

If signing on behalf of a company

Signature _____ Position _____

Name in Full _____

In the presence of

Signature _____

Name in Full _____



Debit User Facility

Debit User Obligations

The Debit User Facility allows a Bank of Queensland customer to debit bank accounts at any Australian Financial Institution.

Once you have been set up as a Debit User and have received your APCA number you are then able to process Direct Debits through Bank of Queensland's Internet Banking Service.

A brief outline of your obligations as a debit user are listed below:

- The account holder must authorise the Debit User (you) to debit their account by signing a Direct Debit Request form. A sample Direct Debit Request form accompanied with a sample Service Agreement has been provided as a guide and may be customised to comply with the Debit User's company standards. You may need to seek independent legal advice.
- You must provide a copy of your Direct Debit Request and Service Agreement to us for approval before using them.
- You must take reasonable steps to identify your customer before they sign a Direct Debit Request form.
- The Direct Debit Request form must be held at the Debit User's place of business. In the case of a Direct Debit dispute the signed Direct Debit Request form must be provided to Bank of Queensland. If you are unable to provide this authority, you may be liable for the reimbursement of the customer.
- Each debit processed must contain a reference number. This will assist with your reconciliation processes and the Bank's identification of your returned items.
- When a Debit file is processed any unpaid items will be returned to your account within three days, however we may process unpaid items after this time.

This outlines some of your major obligations as a Debit User. You must comply with all of your obligations as set out in the Debit User Facility Application. You should carefully read that document in its entirety.

You may wish to seek independent legal advice as to your obligations.

Should you require further assistance with this service please contact your local branch.

DIRECT DEBIT REQUEST

I, _____
Name
of _____
Address

Authorise <Company Name> (Debit User) with User ID Number <APCA Number> to arrange for funds to be debited from my/our account, and at the Financial Institution identified and described below.

Financial Institution: <Customer Bank Name>
Address: <Bank Address Line 1>
City: <Bank Address Line 2>

Details of account to be debited:

Account held in the name of: <Account Name>

Financial Institution's BSB: -

Account Number: _____

Note: Direct debiting may not be available on this account. If in doubt, please refer to your Financial Institution.

Payment Details

Payment is for : <Description of Goods/Services being provided>

Identified by Reference Information: <Customer Reference Number>
(Eg, Loan Number/ Policy Number etc)

Direct Debit Request Authorisation

I/We have read your **Service Agreement** and acknowledge and agree to the terms and conditions in that Agreement.

Please tick the appropriate box:

I request that you debit my account in accordance with the **Service Agreement**,

OR

I request that you debit my/our account in accordance with the **Service Agreement** and subject to one or more of the **Optional Conditions** stated below:

Payment amount: <Amount>

Frequency of debit: <Frequency - i.e. weekly, monthly etc.>

The maximum amount to be debited: <Maximum Amount if applicable>

First payment date: _____ Final payment date: _____

Customer(s) Signature: _____ Date: _____

Customer(s) Signature: _____ Date: _____

All Signatories may be required for joint accounts

DIRECT DEBIT REQUEST SERVICE AGREEMENT

By signing our Direct Debit Request you acknowledge and agree to the following terms and conditions:

1. You authorise <Company Name> (we/us) to debit your nominated account in the name in the manner specified in the Direct Debit Request.
2. We will provide you with at least 14 days prior notice in writing if we propose to vary any of the terms of the debit arrangement in place between us.
3. You will need to give us at least < # > working days notice in writing if you wish to defer or alter any of the debit arrangements.
4. You will need to advise us in writing if you wish to stop a payment being processed (a Debit Item) or cancel a Direct Debit Request. Such notice should be delivered to us at least < # > working days before the due date for payment or as otherwise stipulated in our Terms and Conditions. All requests for stops or cancellations must be referred to us in the first instance.
5. If you wish to dispute any Debit Item, you should refer to us in the first instance and we will seek to resolve the matter with you. If we cannot resolve the dispute you can contact your financial institution at which your nominated account is held. Your financial Institution will then commence a formal claims procedure on your behalf.
6. Some financial institution accounts do not facilitate direct debits. If you are uncertain, you should check with your financial institution before signing a Direct Debit Request, to ensure that your nominated account is able to receive direct debits through the Bulk Electronic Clearing System.
7. Before completing the Direct Debit Request, you should check the details of your nominated account against a recent statement from your financial institution, to ensure that your account details are correct.
8. You agree that it is your responsibility to have sufficient cleared funds in your nominated account by the due date to enable payment of Debit Items in accordance with the Direct Debit Request.
9. We will initiate the Debit Items on the due date stated in the Direct Debit Request or as otherwise agreed between us in writing. If the due date for payment falls on a day which is not a business day in Queensland, then a Debit Item will be processed on the next business day. You should enquire directly with your financial institution if you are uncertain as to when the Debit Item will be processed to your account.
10. If a Debit Item is returned unpaid by your financial institution, you authorise us to present a further debit for payment, notwithstanding that this may exceed the maximum amount stated in the Direct Debit Request. We may ask you to reimburse us for any charges we incur as a result of your Debit Item being returned unpaid.
11. We will ensure the details of your personal records and account details held by us remain confidential. However, if you lodge a claim in relation to a alleged incorrect or wrongful debit, it may be necessary for us to release such information to your financial institution or its representative, or to our financial institution or its representative to enable your claim to be assessed.

Debit User Facility

Customer Copy

The Payments File Upload facility allows instructions to be electronically provided to the Bank for the processing of debits (such as direct debits). The Bank must receive the debit file by 3pm AEST on the business day prior to the day on which the debits are to be made.

HOW TO APPLY TO PROCESS DEBITS THROUGH PAYMENTS FILE UPLOAD FACILITY AND DIRECT DEBITS

Before you can upload a debit data file we need to process your Debit User Facility Application (you also need to be registered for Internet Banking). Once your application is approved, you are required to visit a Bank of Queensland branch to be issued a BOQ Security Token if you are using the Payments File Upload Facility. A BOQ Security Token is not essential when using the Direct Debits facility.

Ensure all fields on the application are completed and the application is signed before returning it to us. To assist with any queries we may have about the completion of the application, please provide the name and phone number for the person we can contact if needed.

For companies, please ensure that the signing of this Application is in accordance with the Company's constitution.

A debit data file contains debits from other accounts. In order for debits from other accounts to be made, you need to be registered as a debit user of the Bulk Electronic Clearing System.

WHAT HAPPENS AFTER YOU APPLY

Within 10 days of us receiving your completed and signed approved application we will contact you in writing to provide the APCA (Australian Payments Clearing Association) Number we allocated for this facility.

You will then be required to visit a Bank of Queensland branch to be issued a BOQ Security Token which is essential when using the Payments File Upload Facility. A BOQ Security Token is not essential when using the Direct Debits facility. The debit data file you provide to us via Payment File Upload needs to be in the correct format. This format is called CEMTEX. You should be able to create a debit data file in this format using your own accounting software package. Before you upload your first 'live' debit data file you will need to provide a 'test' debit data file to us to ensure that you can create a debits data file in the correct format. Once this has been received, the Bank will confirm the status.

After we have confirmed your registration details, you have been issued a BOQ Security Token and we have confirmed that you are able to produce a 'test' debit data file in the correct format, you are ready to submit your debit data files through Payments File Upload using the Internet Banking service.

Alternatively, if you don't have an accounting software package that creates Cemtex files and you have been provided with an APCA number to upload debit data files you can use the Direct Debits facility located on the Multi Payments Tab via the Internet Banking service. A BOQ Security Token is not essential when using this function.

HOW TO UPLOAD A DEBIT DATA FILE

Create your debit data file/s using your own accounting package in the same format as the 'test' debit data file. We will accept and distribute debits to most Australian banks, building societies and credit unions (separate files for each are not necessary). Please note we are unable to interface with some Australian financial institutions.

All debits contained on your debit data file will be made on the date you nominate, provided that date is not in the past. If you nominate a past date we may, at our discretion, process your debits data file when we receive it. If you nominate a date in the future we will process your debit data file on that date or on the next business day if that date is a non-business Day.

Debit data files received before 3pm AEST on a business day will be processed on the same day and will usually be debited from the destination account on the next Business Day.

Debit data files received after 3pm AEST on a business day or on a non-business day will usually be processed on the next business day. The debit will be debited out of the destination account on the following Business Day after that day.

* Business day means any day on which Bank of Queensland is open for business that is also a day on which banks in Melbourne or Sydney are able to effect settlement through Reserve Bank of Australia.

After creating a debit data file you can upload the file using the Payments File Upload Facility via the Bank of Queensland Internet banking site. Refer to Internet Banking Online Help for further information on how use the Payments File Upload Facility and the Direct Debits facility.

HOW TO RECALL A DEBITS DATA FILE OR A DEBIT

If at any time you upload a whole debit data file in error or one or more debits within the file in error, we can stop the relevant debit data file or individual debits within a debit data file from being processed. To give us time to do so you must notify the Clearing Services Department before 12.00pm (AEST) on the day on which we receive the debit data file.

Once you have completed the Debit User Facility Application form, please sign it and mail it to:

REPLY PAID 471
Bank of Queensland Limited
Clearing Services Department
GPO Box 898
BRISBANE QLD 4001

Please Note - Direct debits created outside of an uploaded payment cannot be recalled

BOQ Payments File Upload Facility Recall Form

Number of pages transmitted _____ (including this page)

Date			Time
Recipient			From
To			Contact
Phone			Phone
Fax			Fax

(Please complete this form, sign and fax it to the Bank of Queensland Clearing Services Department, if you need to recall one or more items from a debits data file you have uploaded. This form must be received before 12:00pm (AEST) on the day your debits data file is to be processed.)

Please complete the following details:

Customer Name			
APCA Number			Date/Time File Uploaded

Please tick one of the changes indicated below

- Recall ALL items on my payments/debits data file totalling \$ _____
- Recall the following item/s on my payments/debits data file

BSB	Account Number	Account Name	Recall Amount

Reason For Recall _____

Customer Signature			Date
<i>If signing on behalf of a company</i>			
Print Name			Position

Processing Limits

To Establish or Change

Branch Date

Contact Phone

Customer/Account Details

User/Customer Name User ID (APCA No)

Drawing Account No Fee Account No

Processing Limit \$ Amount in Words

(Maximum total value of credit transactions which may be processed without reference to the Account Manager. The Processing Limit should be approx. 15% greater than the anticipated total value of credit transactions to be processed. This limit is categorised as a "Clean credit limit")

Request Type

Establish Change

Limit Frequency

Daily Weekly Fortnightly Monthly

Approval

Approved by Credit Assessment *(Approval held on customer's file)*

Credit Assessment Manager Date