



Electronic & General Access Guide

- Telephone Transfer Service (TTS)
- UC Invest Online (UCIO)
- BPAY
- Cheque Facility
- Direct Debit Request (DDR)
- Scheduled Transfers

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FEE SCHEDULE (Refer to separate schedule which forms part of this document)

INTEREST RATES (Refer to separate schedule which forms part of this document)

1 Definitions

APRA means Australian Prudential Regulation Authority

ASIC means Australian Securities and Investment Commission

At Call Account means any account that has funds available for withdrawal at any time, subject to individual terms and conditions, which is subject to a variable interest rate.

Bank means any Australian Bank, Credit Union or Building Society

BPAY® Payments means an electronic bill payment service which enables bill to be paid to various billers participating in the BPAY® Scheme. BPAY is available to UC Invest customers via UC Invest Online.

Business Day means a day other than a Saturday, Sunday or public holiday in the Adelaide metropolitan area.

Cheque Facility means a facility where you can write cheques as the drawer of that cheque.

Cleared Funds means the balance of your investment less the sum of any minimum balance requirement and proceeds from cheques or other items which have not yet cleared

Cut-off time mean the time specified by us after which your requested transaction may not be processed until the following business day

Direct Debit means a payment facility through which a payment is made from a defined external bank account to your UC Invest investment or account.

EFT means Electronic Funds Transfer being funds transferred by giving an electronic instruction to debit or credit an account maintained by UC Invest.

Fixed Term Investment means any investment lodged for a set term and interest rate.

Member Number means the unique number used to identify you on UC Invest computer systems, specifically in relation to UC Invest Online (UCIO).

Password means any alpha numeric combination assigned as an identifying code for access to UC Invest Online (UCIO)

Signatory means you or any person authorised to operate your investment or account.

Times in this document are based on South Australia Central Standard Time or Central Daylight Saving Time when in operation.

UC Invest Corporate Cheque means a cheque which is issued by us and drawn on us.

UC Invest Online means any service we offer through the internet to enable you to receive information from us and to transmit instructions to us electronically.

We, us and our means UC Invest

Westpac means Westpac Banking Corporation

You and your means a UC Invest account holder either individually or jointly or any person acting with authority on behalf of the account holder

2 Welcome to UC Invest

2.1 Purpose of this document

This document is designed to provide you with important information regarding our account access and payment products, including the following information:

- Who we are
- How to contact us
- What products and services we offer
- Key features and potential risks of our access and payment products
- Any actual or potential conflicts of interest we may have
- Our internal and external dispute resolution process
- Any applicable fees and charges that may apply to our payment products and services

Please carefully consider the information in this document and seek independent advice if you are unsure about any of the conditions of our account access and payment products prior to using any of the following:

- Telephone Transfer Service (TTS)
- UC Invest Online (UCIO)
- BPAY[®]
- Cheque Facility (Uniting Church Investors ONLY)
- Direct Debit Request (including e(give) Direct Giving)
- Scheduled Transfers

2.2 Who we are

UC Invest is an activity of The Uniting Church in Australia Property Trust (S.A.) ABN 25 068 897 781, the legal entity of the Uniting Church SA. Financial services are provided on behalf of the Uniting Church SA pursuant to ASIC Regulatory Guide 87, ASIC Class Order 02/184 exemption, s.911A *Corporations Act 2001 (Cth)* authorisation and APRA Banking Exemption No. 1 of 2011 ("The Uniting Church in Australia Property Trust (S.A.)").

UC Invest products are not subject to the normal *Corporations Act 2001 (Cth)* requirements that generally apply to debenture products. As such UC Invest is not required to issue a Product Disclosure Statement (PDS) nor lodge any such documents with the Australian Securities & Investment Commission (ASIC). The scheme of investing money with UC Invest has not been examined or approved by ASIC.

2.3 Contact information

PHONE 1300 274 151 (9am to 5pm business days)
FAX 08 8263 4250
EMAIL info@ucinvest.com.au
WEBSITE ucinvest.com.au
WRITE UC Invest | Reply Paid 2145 | Adelaide SA 5001
VISIT Level 2, 212 Pirie Street | Adelaide SA 5000

3 Key Features, Risks and Costs

3.1 Telephone Transfer Service (TTS)

SNAPSHOT OF KEY FEATURES & CONDITIONS

Key Benefits

- Obtain account, transaction and interest information
- Add or withdraw funds with a simple phone call
- For security reasons transactions only occur between your investment and a pre-nominated bank or credit union account
- You will always speak with a UC Invest staff member

Significant Risks

- As this is not an automatic phone service, the TTS is only available during UC Invest office hours
- If we cannot adequately verify your identity to our satisfaction you will need to lodge your request in writing
- The cut-off time for all transactions will be 3:30pm (Adelaide SA Time) on a normal business day. Transactions requested after that time may be processed on the following business day
- Access to the TTS is not protected by a secure password which you input into an automated authentication system
- Disruptions to computer and/or telecommunications systems may occur from time to time resulting in the service being temporarily unavailable

Costs

- We do not charge any fees to use this service
- You will incur the cost of a local call on your telephone account (calls from mobile phones will incur a higher cost)
- Refer to our **Fee Schedule** for information about possible fees and charges

3.2 UC Invest Online (UCIO)

SNAPSHOT OF KEY FEATURES & CONDITIONS

Key Benefits

- Access your account(s) – 24 hours a day, seven days a week
- Transfer funds to another UC Invest account or an account at another financial institution
- Pay bills using BPAY
- The security of your information in UC Invest Online is maintained through the use of unique Member Numbers and Passwords
- Additional transaction security is maintained through the use of an SMS identification system

Significant Risks

- If you provide your Member Number or Password to a third party, you may be liable for any losses sustained resulting from the actions of that third party
- If you are careless in maintaining the security of your Member Number or Password, you may be liable for any losses sustained resulting from the actions of any unauthorised third party
- If you suspect your Member Number or Password have been misused, lost or compromised in any way, you must inform us immediately. If you do not notify us immediately, you may be liable for any losses sustained as a result of the actions of a third party
- The cut-off time for all transactions will be 3:30pm (Adelaide SA Time) on a normal business day. Transactions requested after that time may be processed on the following business day
- We cannot warrant that data you transmit via UC Invest Online is *totally* secure
- Disruptions to computer and/or telecommunications systems may occur from time to time resulting in the service being temporarily unavailable
- We recommend that you protect yourself online by installing and maintaining on your computer up to date online security software, firewall protection and a supported web browser

Costs

- We do not charge any fees to use this service
- Refer to our ***Fee Schedule*** for information about possible fees and charges

3.3 BPAY[®]

SNAPSHOT OF KEY FEATURES & CONDITIONS

Key Benefits

- Pay any bills or invoices that bear the BPAY logo, quickly and easily via UC Invest Online

Significant Risks

- You must ensure that you have sufficient cleared funds available
- If you make a mistake and require a bill payment to be refunded, you will need to organise any refund direct with the Biller (*unless the payment was the result of an error made by UC Invest*)
- The cut-off time for all transactions will be 3:30pm (Adelaide SA Time) on a normal business day. Transactions requested after that time may be processed on the following business day
- Disruptions to computer and/or telecommunications systems may occur from time to time resulting in the service being temporarily unavailable

Costs

- We do not charge any fees to use this service
- Refer to our ***Fee Schedule*** for information about possible fees and charges

3.4 Cheque Facility

SNAPSHOT OF KEY FEATURES & CONDITIONS

Key Benefits

- A cheque book facility is a convenient and common method of making payments
- Maintaining a record of cheques written to pay accounts provides a useful bookkeeping reference

Significant Risks

- We may, at any time, withdraw your Cheque Facility in the event of any improper conduct
- Cheques lodged generally take up to three Business Days to clear. Funds cannot be relied upon until such time as they are cleared
- You must keep your cheque book secure at all times. You are required to notify us immediately if your cheque book (*or a cheque*) is lost or stolen. You may be liable for any losses sustained prior to notifying us of the loss or theft

Costs

- We do not charge any fees to use this service
- Refer to our ***Fee Schedule*** for information about possible fees and charges

3.5 Direct Debit Request (DDR)

SNAPSHOT OF KEY FEATURES & CONDITIONS

Key Benefits

- Pre-arrange regular payments for a set or indefinite timeframe without having to arrange individual payments or transfers each time
- Payments can be one-off or recurring scheduled payments
- A Third Party Direct Debit is an arrangement between you and us which enables a specified amount to be debited from your account with another financial institution and credited to a UC Invest account held by a third party
- A Third Party Direct Debit arrangement is used for all e(give) electronic offering transactions, school fees, donations and other general contributions

Significant Risks

- You will need to ensure that sufficient cleared funds are held to cover the Direct Debit amount
- If you wish to cancel a Direct Debit you should contact us direct
- Any refund of amounts debited under a Third Party arrangement will need to be organised direct with the Third Party that you are paying (*unless the debit was the result of an error made by UC Invest*)
- Disruptions to computer and/or telecommunications systems may occur from time to time resulting in the service being temporarily unavailable

Costs

- We do not charge a fee for the provision of this service.
- Some financial institutions may charge a fee per transaction. You should check with your financial institution about any costs that they may impose
- A dishonour fee may apply where there are insufficient funds in the nominated account to cover the Direct Debit payment
- Refer to our ***Fee Schedule*** for information about possible fees and charges

3.6 Scheduled Transactions

SNAPSHOT OF KEY FEATURES & CONDITIONS

Key Benefits

- Pre-arranging regular payments for a set or indefinite timeframe without having to arrange individual payments or transfers each time

Significant Risks

- You will need to ensure that sufficient funds are held in your account to cover the scheduled transfer/payment
- If you wish to cease the scheduled transfer/payment, you will need to contact us
- Any refund of amounts paid to a third party will need to be organised directly with the recipient (*unless the payment was the result of an error made by UC Invest*)
- Disruptions to computer and/or telecommunications systems may occur from time to time resulting in the service being temporarily unavailable

Costs

- We do not charge a fee for the provision of this service.
- Some financial institutions may charge a fee per transaction. You should check with your financial institution about any costs that they may impose
- Refer to our ***Fee Schedule*** for information about possible fees and charges

4 Documentation

We will provide you with an application form to facilitate your use of our products and services. You can request a form by calling 1300 274 151 or download one from our website ucinvest.com.au.

We reserve the right to request additional documentation or information as required. This may include, but is not limited to, information required to confirm your identity or the identity of authorised signatories to any products or services.

UC Invest does not provide any personal advice (advice which takes into consideration one or more of your financial objectives, circumstances or needs), taxation advice or advice in relation to Government entitlements.

We highly recommend that you undertake all reasonable steps to fully understand the outcomes that our products and services may have on your individual circumstances. You should seek independent legal and/or financial advice if you have any concerns, prior to completing an application.

5 Remuneration/Benefits/Commissions

Employees of UC Invest are remunerated by way of salary and other benefits.
No commissions are paid.

6 Conflicts of Interest

In the event that UC Invest has any arrangement or relationship which may influence our services to you, we have an obligation to disclose this prior to you using our products and services.

We currently have no arrangements or relationships which might influence our services to you.

7 Dispute Resolution

UC Invest has an internal dispute resolution process in place to resolve any complaints or concerns you may have quickly and fairly. Please direct any complaints to the **UC Invest Complaints Officer**.

You may report a complaint to UC Invest by telephone, email, facsimile, mail or in person using the contact details noted in [Section 2.4](#) of this document.

We will seek to respond, investigate and resolve any complaints promptly and fairly. You will be kept fully informed and involved throughout the resolution process and will receive written confirmation on the outcome of a complaint or dispute.

If you are dissatisfied with the final outcome, you have the right to lodge your complaint with the Financial Ombudsman Service, an approved external dispute resolution service of which we are a member.

Financial Ombudsman Service
GPO Box 3
MELBOURNE VIC 3001

PHONE 1300 780 808
FAX 03 9613 6399
EMAIL info@fos.org.au
WEBSITE fos.org.au

8 Privacy

We collect and use information and documents provided by you to substantiate your identity, authenticate your signature and enable us to provide you with investment services. We may also use this information to provide you with marketing and promotional material about our products and services.

You may ask to be removed from our marketing mailing list at any time by contacting us by phone or writing to:

UC Invest Privacy Officer
GPO Box 2145
ADELAIDE SA 5001

We do not provide your information to any other organisation without your consent, other than to those organisations who provide administrative or other services as part of the operation of our business. You may request to view the information that we hold about you by contacting our Privacy Officer.

Our full Privacy Statement is available on our website ucinvest.com.au.

9 Anti-money Laundering & Counter-Terrorism Financing Act

UC Invest must meet regulatory and compliance obligations in relation to the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)*.

You should be aware and agree that from time to time we may require additional information from you to assist us in the above compliance process, and you must provide that information.

You agree that UC Invest may disclose the information gathered to regulatory and/or law enforcement agencies or where required by law.

You declare and undertake to UC Invest and indemnify UC Invest against any potential losses arising from any breach by you of such undertakings. You declare that you will not initiate, engage in or effect a transaction that may be in breach of any Australian laws (or the laws of any other country).

10 Telephone Transfer Service (TTS)

The Telephone Transfer Service (TTS) is a staff assisted transfer service designed to allow you to manage your UC Invest account(s) and/or loan(s) simply and quickly.

10.1 General information

You may use this service to obtain account, transaction and interest information or request transfers to or from your Nominated Account. You may also update personal contact information through this service (some exceptions apply – refer to **Section 12.1.4** of the UC Invest *Product Information Guide*).

To register for the TTS you will need to complete a TTS authorisation. This authorisation can be completed on a **New Investment Application Form** (*new accounts*) or an **Account Access / Change of Details Form** (*existing accounts*).

You may terminate your access to the TTS at any time by giving notice to UC Invest in writing.

10.2 Nominated Account

For security reasons, transactions requested via the TTS will only be made between your UC Invest account and your Nominated Account. You cannot request withdrawals to third parties or cheques via the TTS.

Your Nominated Account is the bank or credit union account:

- To which we will credit funds as a result of you requesting a withdrawal
- From which we will debit funds as a result of you requesting an additional investment

You may only have one Nominated Account linked to your investment at any time. Any change to your Nominated Account must be received in writing.

Your Nominated Account must be held in the same name of at least one UC Invest account holder.

You must ensure that all UC Invest account holders / signatories, who have been authorised for TTS access, are also authorised to operate the Nominated Account.

If you have an authorised attorney or signatory for your investment with UC Invest who has TTS access, this person must also be authorised to operate your Nominated Account.

10.3 Transfer requests

By electing to use the TTS you will have authorised UC Invest to transfer funds between your UC Invest account and your Nominated Account by verbal authorisation.

Direct Debit transfers from your Nominated Account to your UC Invest account are governed by the Direct Debit Request (DDR) service agreement noted in [Section 14](#) of this document.

All transaction requests received via the TTS are subject to the Electronic Funds Transfer (EFT) cut-off times as noted in the UC Invest **Product Information Guide**.

Transaction requests received before 3:30pm on a business day will be processed on the same day. Transaction requests received after 3:30pm will be processed on the next UC Invest Business Day.

We may be able to process late requests in some instances, however processing of the request is not guaranteed and may attract a late processing charge.

Instructions received via the TTS may be recorded by us for security and audit purposes.

10.4 Liability

UC Invest excludes all liability in respect of any loss or damage arising from the use of this service or any information obtained from its use.

10.5 Fees and charges

UC Invest does not charge any fees to use the TTS however your bank or credit union may charge transaction fees for any electronic transfer.

11 UC Invest Online (UCIO)

UC Invest Online (UCIO) is an internet service designed to assist you with the day to day management of your account(s) with us.

11.1 Access options

You will be provided with a Member Number and Password to gain access to your account(s) from any computer with an internet connection and a compatible web browser, by logging in via ucinvest.com.au.

ENQUIRY ONLY

Enables authorised users to:

- View account balances and general information
- View transaction records

No transactions can be performed with this level of access.

FULL ACCESS

Enables authorised users to:

- View account balances
- View transaction records
- View general account information
- Transfer funds between UC Invest accounts
- Transfer funds to accounts held with other institutions (daily limits apply)
- Pay bills using BPAY (Refer to [Section 12](#) for conditions of use)

11.2 General terms and conditions

- a. You or your authorised users can register for access to UCIO by completing an **Account Access / Change of Details Form** or a relevant **New Investment Application Form**.
- b. The first time that you access UCIO constitutes your acceptance of the terms and conditions set out in this document.
- c. All authorised users must have a mobile phone registered with UC Invest to be eligible for UCIO access. A security feature of UCIO is the use of SMS Security Codes to validate transaction and information requests.
- d. The use of UCIO is subject to the specific terms and conditions of each UC Invest product or service that you use. Please refer to the UC Invest **Product Information Guide** for specific product or service conditions.
- e. You may terminate your access to UCIO at any time by giving notice in writing to UC Invest.
- f. UC Invest may at any time terminate or suspend access to UCIO for you or your authorised users for any reason.
- g. You authorise UC Invest to allow access to each of your account(s) to the access level requested for each of your authorised users.
- h. Information available on UCIO will reflect the most up to date information possible. UC Invest cannot be held responsible for any loss or liability, real or contingent, for lack of access or out of date information.
- i. It is your responsibility to use other means of effecting a transaction or obtaining information if for any reason you are unable to use UCIO.
- j. UC Invest will make all reasonable efforts to ensure the availability of UCIO. However, we are not liable to you for, or in connection with, the failure of UCIO to perform any function which we have specified it will perform. Likewise we will not be liable to you for delays or errors in the execution of a transaction or instruction resulting from a failure of the communication network, or any circumstance beyond our reasonable control.
- k. We will take all reasonable steps and precautions to ensure that information transmitted by us about your accounts remains confidential and protected from unauthorised access.
- l. UC Invest will provide Member Numbers and Passwords for each of your authorised users. You must notify us in writing if you wish to amend your authorised users.

- m. You acknowledge that UC Invest cannot verify by way of signature comparison whether access was correct and authorised but accept that the use of a correct Member Number and Password is the equivalent to the use of an authorised signature(s).
- n. You are obliged to protect your Member Number and Password from unauthorised access or use, as all transactions effected via UCIO shall be considered properly authorised and binding upon the inclusion of the correct Member Number and Password, whether entered by you or not.
- o. You agree to change your Password on a regular basis not exceeding 90 days and ensure your authorised users do likewise.
- p. You agree to notify UC Invest immediately if your Password or that of your authorised users becomes known, or you suspect it has become known, to unauthorised persons.

11.3 Liability for unauthorised transactions (Personal Clients)

You will not be liable for losses:

- Caused by fraudulent or negligent conduct by employees of UC Invest or any of our service partners
- Relating to any forged, faulty, expired or cancelled components of UCIO
- That arise from transactions which require the use of codes set up by UC Invest and which occurred before you received any such codes
- Caused by the same transaction being incorrectly debited more than once to the same account
- Resulting from an unauthorised transaction(s) occurring after you have first notified us that the security of your codes have been breached
- Resulting from an unauthorised transaction(s) where it is clear that you have not contributed to the losses.

If it is unclear whether you have contributed to the loss caused by an unauthorised transaction performed using your codes, your liability will be limited to the lesser of:

- \$150, or;
- The balance of the account from which the value was transferred, or;
- The actual loss at the time you notified us that security of the codes had been breached

If we can prove on the balance of probability that you contributed to the loss arising from the unauthorised transaction:

- By not abiding by these terms and conditions in relation to the security of your codes
- By acting with carelessness in failing to protect the security of your codes in any way you are liable for the actual losses incurred before you notified us that security had been breached, except for:
 - That part of the loss which exceeds the balance of the account in which the loss was incurred
 - Losses incurred on any accounts which you and we had not agreed should be accessed via UCIO.

12 BPAY

12.1 The BPAY Scheme

The BPAY Scheme is an electronic payment scheme through which you can request us to make payments on your behalf to organisations (Billers) who participate in the scheme and display the BPAY logo on bills and invoices issued by them.

We will notify you if we are no longer a member of the BPAY Scheme.

When you instruct us to make a BPAY Payment, you must provide the information specified in [Section 12.4](#) below. We will debit your UC Invest account with the amount of the BPAY Payment.

12.2 How to use the BPAY Scheme

Unless you are advised otherwise, you may only make BPAY Payments from your UC Invest Money Manager or Easy Access account via UC Invest Online (UCIO).

The BPAY terms and conditions set out below are in addition to the terms and conditions of your UC Invest account, as set out in the UC Invest **Product Information Guide**. Where any inconsistency exists between the BPAY terms and conditions and the terms and conditions of your investment, the BPAY terms and conditions will apply to the extent of the inconsistency.

You acknowledge that the receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances, part or whole satisfaction of any underlying debt owed by you to that Biller.

12.3 Payments

We will not accept an order to stop a BPAY Payment once you have instructed us to make that BPAY Payment.

You should notify us immediately if you become aware that you may have made a mistake (*except where that mistake is an underpayment*).

Billers who participate in the BPAY Scheme have agreed that a BPAY Payment you make will be treated as received by the Biller to whom it is directed:

- a. On the date you make that BPAY Payment, if you instruct us to make the BPAY Payment before our cut-off time on a Business Day.
- b. On the next Business Day, if you tell us to make a BPAY Payment after our cut-off time on a Business Day or on a non business day.

A delay may occur in processing a BPAY Payment where:

- a. The day after you instruct us to make a BPAY Payment is not a Business Day
- b. You instruct us to make a BPAY Payment either on a day which is not a Business Day or after the cut-off time on a Business Day
- c. Another financial institution participating in the BPAY Scheme does not comply with its obligations under the BPAY Scheme
- d. A Biller fails to comply with its obligations under the BPAY Scheme

While it is expected that any delay in processing under this agreement for any reason set out above will not continue for more than one Business Day, any such delay may continue for a longer period.

You must ensure that you tell us the correct amount you wish to pay. If you instruct us to make a BPAY Payment and you later discover that the amount you told us to pay was less than the amount you needed to pay, you can make another BPAY Payment for the difference.

If the amount you paid was greater than the amount you needed to pay, you must contact the Biller to obtain a refund of the excess amount.

12.4 Information you must give us

The information you must give us to instruct us to make a BPAY Payment is:

- a. The Biller Code of the Biller (normally found on the invoice/bill to be paid)
- b. The Customer Reference Number (CRN)
- c. The amount of the BPAY Payment
- d. The details of your UC Invest account from which we are to debit the BPAY Payment

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

12.5 Cut-off times

If you tell us to make a payment before the time specified below, it will in most cases be treated as having been made on the same day. The cut-off time for all BPAY Payments is 3.30pm ACST/Adelaide Time.

12.6 Valid payment direction

We will treat your instruction to make a BPAY Payment as valid when you lodge your request via UC Invest Online and provide us with the required information as noted in [section 12.4](#).

12.7 When a Biller cannot process a payment

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

- a. Advise you of this;
- b. Credit your account with the amount of the BPAY Payment; and
- c. Take all reasonable steps to assist you in making the BPAY Payment as quickly as possible.

12.8 Payment queries and complaints

We seek to resolve all complaints in an efficient and effective manner. Please refer to [Section 7](#) for information about our complaints handling process.

12.9 Liability

12.9.1 EFT Code

If under this section you are liable for an unauthorised or fraudulent payment and the Electronic Funds Transfer Code of Conduct (EFT Code) applies, then your liability is limited to the lesser of:

- i. The amount of that unauthorised or fraudulent payment
- ii. The limit (if any) of your liability set out in [Section 12.9](#)

If (ii) 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.

12.9.2 Mistaken payments, unauthorised transactions and fraud

We will attempt to make sure that your BPAY Payments are processed promptly by the participants in the BPAY Scheme, including those Billers to whom your BPAY Payments are to be made. You must tell us if:

- i. You become aware of any delays or mistakes in processing your BPAY Payments
- ii. If you did not authorise a BPAY Payment that has been made from your Money Manager or Easy Access account
- iii. If you suspect that you have been fraudulently induced to make a BPAY Payment

We will attempt to rectify any such matters in relation to your BPAY Payments in the way described in this clause. However, except as set out in this [Section 12.9](#) and [Section 12.10](#), we will not be liable for any loss or damage you may suffer as a result of using the BPAY Scheme.

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

12.9.3 Mistaken payments

If a BPAY Payment is made to a person, or for an amount which is not in accordance with your instructions (if any), and your UC Invest account was debited, we will credit that amount back to your UC Invest account.

However, if you were responsible for the mistake that resulted in the BPAY Payment and we cannot recover the amount of that payment from the person who received it within 20 Business Days of us attempting to do so; you must pay us that amount.

12.9.4 Unauthorised payments

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

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

12.9.5 Fraudulent payments

If a BPAY Payment is induced by the fraud of a person involved in the BPAY Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud-induced payment, you must bear the loss unless some other person involved in the

BPAY 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.

12.9.6 Resolution principles

If a BPAY Payment you have made falls within the type described in [Section 12.9.4](#) **and also** [Section 12.9.3](#) **or** [Section 12.9.5](#), then we will apply the principles stated in [Section 12.9.4](#).

If a BPAY Payment you have made falls within **both** the types described in [Section 12.9.3](#) **and** [Section 12.9.5](#), then we will apply the principles stated in [Section 12.9.5](#).

12.9.7 Indemnity

You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:

- i. Did not observe any of your obligations under these terms and conditions
- ii. Acted negligently or fraudulently in connection with this agreement

12.9.8 Biller consent

If you tell us that a BPAY Payment made from your account is unauthorised, you must first give us your written consent, addressed to the Biller who received the BPAY Payment, consenting to us obtaining information about your account with that Biller.

You must include your Customer Reference Number and any other information that we could reasonably require to investigate the BPAY Payment. If you do not give us written consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY Payment.

12.10 Consequential damage

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

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

12.11 Account records

You should check your account records carefully and promptly report to us any BPAY Payments that you think are errors or payments that you did not authorise or were made by someone else without your permission.

12.12 Suspension

We may suspend your right to participate in the BPAY Scheme at any time.

We may immediately cancel or suspend your access to BPAY at any time for security reasons or if you breach these BPAY terms and conditions or the conditions of your account.

We may cancel your access to BPAY for any reason by giving you 30 days notice. The notice does not have to specify the reason(s) for cancellation.

12.13 Privacy

If you register to use the BPAY Scheme you agree to us disclosing to Billers nominated by you, and if necessary the entity operating the BPAY Scheme (BPAY Pty Ltd) or any other participant in the BPAY Scheme (including any agent appointed by any of them from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY Scheme):

- i. Personal information (for example your name and the fact that you are our customer) necessary to facilitate your registration for or use of the BPAY Scheme.
- ii. Transactional information necessary to process your BPAY Payments. Your BPAY Payments information will be disclosed by BPAY Pty Ltd, through its agent, to the Biller's financial institution.

You must notify us, if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the BPAY Scheme referred to in the clause above, as necessary.

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

13 Cheque Facility

13.1 General terms and conditions

- a. Signing the application or authorisation form provided by UC Invest shall signify your acceptance of these terms and conditions.
- b. The use of a cheque may also be impacted by the terms and conditions applicable to your UC Invest account. Please refer to the UC Invest **Product Information Guide** for specific conditions relevant to your account.
- c. You may only write cheques on the forms we supply (unless otherwise agreed by us in writing). All cheques must be completed clearly, in non-erasable ink and signed by you or your authorised signatory(s) in accordance with the signing authority that you have provided to us.
- d. You agree that any cheque drawn on your Cheque Facility will be debited to that account only, irrespective of any instructions to the contrary which may be written on the face of the cheque.
- e. Cheque Facility holders will be notified of any changes to the terms and conditions (including any applicable fees and charges) via any means considered appropriate by us.
- f. We reserve the right to withdraw your facility at any time if we believe the facility is not being used in a satisfactory manner. A letter advising that your facility has been withdrawn shall be forwarded to your last known address.
- g. All cheque books issued always remain the property of UC Invest and must be returned immediately upon request.
- h. We reserve the right to refuse, and will not be liable for declining to pay, a cheque drawn against uncleared funds.
- i. Any request to alter the authorised signatories on a cheque facility must be received in writing and are subject to acceptance by UC Invest.
- j. Cancellation of a cheque facility must be notified in writing to UC Invest
- k. UC Invest may at its discretion require new or existing cheque facility holders to hold a minimum balance before a cheque facility is provided.
- l. You will indemnify and keep us indemnified fully in respect of any claims, actions, losses, damages or expenses howsoever arising and whomever caused, made against or incurred by us in respect of any matters resulting from the use of this facility.

13.2 Safety precautions

You must take all reasonable care to prevent fraud occurring in relation to your Cheque Facility. When writing a cheque you should always write the amount of the cheque in words as well as figures, as words are more difficult to alter.

- a. You are advised to safeguard your cheques against possible theft, loss or misuse.
- b. You must keep your cheques separate from any material which bears your signature and you must not sign blank cheques
- c. You will be liable for all losses incurred resulting from the loss, misuse or theft of cheques, prior to notifying us of any event

13.3 No credit

- a. In the event that you do not have sufficient cleared funds in your account, we may choose at our discretion, to honour a cheque presented for payment. If we choose to honour a cheque and your account becomes overdrawn as a result, you agree to incur and repay the debt up to the amount that the debt, any debit interest and dishonor fee exceeds the balance of your account.
- b. Our right to take action to recover money you owe us will not be prejudiced by any decision we make to meet payment on any cheque. We do not agree to provide you with credit merely because we meet payment on a cheque which causes your account to be overdrawn.

13.4 Stopped cheques

- a. You may request a 'stop payment' on a cheque that you have written on the condition that the cheque has not already been presented for payment. If your cheque has already been presented for payment we cannot stop the payment.
- b. Should a stop payment on a cheque be requested, a signed notification must be provided to UC Invest (unless the instruction has been requested via UC Invest Online). If this written instruction is not provided to us, we are entitled to honour the cheque if presented for payment.

13.5 Dishonoured cheques

- a. We may at our discretion, dishonor one of your cheques in certain circumstances. This may include:
 - Where you have insufficient funds
 - Your account has been closed
 - Where there is a stop order placed on the cheque
 - Where the cheque is stale, undated or post-dated
 - Where the cheque is unsigned or materially altered
 - Any other irregularity with the cheque
- b. A dishonour fee may be charged to cover other financial institution processing costs that are incurred by us. Refer to our **Fee Schedule** for information about possible fees and charges.

13.6 Issuing cheques

- a. No cheques will be cashed by Westpac Bank unless prior arrangements have been made between you, UC Invest and Westpac Bank.
- b. Crossing a cheque (drawing two parallel lines from top to bottom on the face of the cheque) means that you are instructing that the cheque must be paid into an account with a financial institution and not cashed.
- c. The inclusion of the words 'Not Negotiable' on the face of the cheque protects the cheque against the transfer of the cheque to anyone other than the named recipient/payee.
- d. The inclusion of the words 'Account Payee Only' serves as a warning to financial institutions with which the cheque is deposited that the cheque should only be paid to the person named on the cheque as the payee.
- e. The words 'or bearer' enable a financial institution to pay the proceeds of the cheque to any person who is in possession of the cheque (unless it is crossed). You can delete those words if you wish to limit the negotiability of the cheque to the named payee.

14 Direct Debit Request (DDR)

This agreement outlines our service commitment to you with respect to the Direct Debit Request (DDR) services agreement made between UC Invest (User IDs 186213 and 332875) and you.

14.1 Debiting your account

By signing the Direct Debit Request or providing us with a valid instruction, you have authorised us to arrange for funds to be debited from your bank, credit union or UC Invest account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between us and you.

We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request.

If the debit day falls on a day that is not a Business Day, we may direct your financial institution to debit your account on the following business day. If you are unsure about which day your account has or will be debited you should ask your financial institution.

We reserve the right to cancel your drawing arrangements if two (2) or more drawings are returned unpaid by the financial institution with which you have requested us to debit. In this instance we will arrange an alternate payment method with you.

Unless you explicitly tell us otherwise, by establishing a Nominated Account and registering to use the Telephone Transfer Service (TTS) you will have authorised us to debit your Nominated Account under an enduring authority. As a result you may direct us to debit subsequent amounts via the TTS at any point in the future without having to complete a new Direct Debit Request. You may cancel this enduring authority at any time by contacting our office.

14.2 Changes by you

You may cancel, alter or suspend your drawing arrangements at any time by calling us at least two (2) business days before the cancellation, alteration or suspension is to take effect.

You may also stop or defer an individual drawing by calling us at least two (2) business days before the scheduled drawing date.

We may not be able to cancel, alter, suspend, stop or defer a drawing if you provide us with notification less than two (2) business days before the scheduled drawing. You may be liable for any penalties charged by your external financial institution if you provide less than two (2) business days notification and your transaction has already been processed.

14.3 Your obligations

It is your responsibility to:

- Ensure that there are sufficient cleared funds in your external account on the due date to enable the drawing to be made in accordance with your instructions
- Ensure that the authority given to us to draw on your external account is consistent with the account authority or signing instructions held by your financial institution for that account
- Advise us if your external account is transferred, closed or any other account details change
- Arrange a suitable payment method if your drawing arrangements are cancelled
- Ensure that your attorney does the above if you do not

14.4 Disputes

If you believe that a drawing has been initiated incorrectly you should contact UC Invest.

If we conclude, as a result of our investigations, that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will notify you in writing of the amount by which your account has been adjusted.

If we conclude, as a result of our investigation, that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding in writing.

All enquiries regarding this agreement should be directed to us rather than your external financial institution.

14.5 Accounts

You should check:

- With your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
- Your account details which you have provided to us are correct by checking them against a recent account statement
- With your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

14.6 Confidentiality

We will keep any information (including your account details) in your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

We will only disclose information that we have about you:

- To the extent specifically required by law
- For the purposes of this agreement (including disclosing information in connection with any queries or claims).

We may provide a copy of the Direct Debit Request to another financial institution in the event that any payment made in accordance with the Direct Debit Request is disputed.

14.7 Liability

In acting on your Direct Debit Request we are not acting as agent for you or any other party and we are not liable for any loss or damage to you.

To the extent permitted by law, we are not liable for any loss or damage your suffer as a result of using this facility or any delay, omission or failure in respect of any debit including but not limited to technical/system failure or third party failure.

15 Scheduled Transfers

15.1 General terms and conditions

A scheduled transfer/payment request uses an automatic payment system which enables an amount to be transferred on a pre-arranged, periodic basis.

- a. You will be required to provide us with full details of the payment recipient including the BSB number, account number, bank name, bank branch and payee.
- b. If the payment from your UC Invest account falls on a day that is not a Business Day, we will process your scheduled payment on the following business day.
- c. It is your responsibility to ensure that there are sufficient cleared funds available in your UC Invest account to allow a scheduled payment to be made in accordance with your request.
- d. If there are insufficient cleared funds available in your UC Invest account your scheduled payment may not be processed. In this instance you will be required to arrange the manual processing of your payment.
- e. In the event that you do not have sufficient cleared funds in your account, we may choose at our discretion, to honour the scheduled transaction/payment. If we choose to honour the transaction and your account becomes overdrawn as a result, you agree to incur and repay the debt up to the amount that the debt, any debit interest payable and dishonour fee exceeds the balance of your account.
- f. If your scheduled payment/transfer is returned unpaid, you shall be liable for any fees incurred by us as a result.
- g. If your scheduled payment/transfer is returned unpaid on two (2) or more consecutive attempts to process the payment, your schedule will be terminated.
- h. UC Invest may terminate your scheduled transfer/payment facility we provide to you at any time without notice.
- i. To the extent permissible by law, we are not liable for any loss or damage you suffer as a result of using this facility or any delay, omission or failure in respect of any payment (including but not limited to technical/system failure or third party failure).
- j. If we debit your account under a scheduled transfer/payment authority, we are not acting as agent for you or any other party, and we are not liable for any loss or damage to you.

16 Changes to Terms and Conditions

We may change the terms and conditions that apply to any product or service provided by UC Invest.

We will provide updated information regarding terms and conditions by giving you written notice (*if required, resulting from a change that would be considered materially adverse to you*) or by posting the information on our website.

You can obtain a paper copy of any customer information documents by contacting us using the details in [Section 2.3](#) of this document.

