

# Business Banking Online Credit Direct Entry (DE) User Application.

# Bank of Melbourne branch use only.

Date received	
/ /	
Staff must complete this section prior to lodgement to BBO Administra	ation.
Primary Company name	Primary Company CIS
(Verify that section 1 of application matches GHS/CHS)	(check GHS/CHS)
Signatories in the Primary Company Signing Clause have been verified	l (Section 3 of application) 🗌 Yes
Verify accounts listed have been opened in the Credit User name(chec	ck GHS/CHS)
Receiving Branch/Department (mandatory)	Staff name (who has verified this application) (please print)
Employee number	RM name/Branch Manager name (mandatory)(please print)
RO Code/Branch Manager employee number	
Fax completed applications to:	
BBO Admin on (03) 9982 4183	
Retain original form in branch.	
Branch stamp	

## Customer checklist.

What to do:

- Please complete all required sections in BLOCK LETTERS. If all required fields on the form are not completed, the request will be returned which will delay the process. This application incorporates the provisions of the Product Disclosure Statement (PDS) to the extent that they are relevant to Credit Users. For further information and the PDS, please refer to bankofmelbourne.com.au/online-services/business-banking-online
- Accounts listed must be in the Credit User Name entered in section 2
- A new form will be required for each entity requiring Credit Direct Entry
- Signatories from the Primary Company who have originally registered for Business Banking Online must sign the Signing Clause in section 3
- Lodge with your Relationship Manager, or drop into your nearest branch
- For assistance, contact our helpdesk on 1300 608 266.

This form should only be completed by companies who wish to process credit Direct Entry (DE) file payments.

Please complete a new form for each company that is required to process Direct Entry (DE) files.

A credit Direct Entry (DE) file enables the payment of multiple creditors, employees, or other third parties by transferring funds to multiple bank accounts in Australia with a single file. This will result in a single debit to your account.

#### **BEGIN APPLICATION.**

## 1. Primary Company details.

Name of company, partnership or sole trader

ABN/ACN

CIS (Bank use only)

#### 2. Credit User application.

To: Bank of Melbourne ("User FI") and to each Participating Member and Appointer (as those expressions are defined in the Regulations of the Bulk Electronic Clearing System (CS2)) which from time to time participate in the Bulk Electronic Clearing System (CS2) ("BECS").

("Credit User") (Company name)

(APN (Australian Payments Network) only allow a maximum of 50 characters for the Credit User Name)

HEREBY APPLIES to become a Credit User in BECS from time to time operated by the Participating Members (which include the User FI).

The Credit User HEREBY ACKNOWLEDGES that the User FI is at liberty to accept or decline this Credit User Application.

If the Credit User Application is accepted by the User FI and any financial institution thereafter accepts and acts on instructions given by the Credit User in connection with BECS by use of that financial institution's BSB Number, the Credit User AGREES that in consideration thereof, subject to any warranties implied by statute into a contract for the supply of services between the User FI and the Credit User which cannot be excluded, restricted or modified by a term of the contract, it shall become bound to each such financial institution in the following manner:

- The Credit User shall comply with all the obligations of a Credit User of BECS as advised by the User FI and any amendment, modification or replacement thereof from time to time issued by the User FI or by any other participating Member or Appointer which may hereafter become the User FI in respect of the Credit User.
- 2. The Credit User shall obtain from every customer of a financial institution whose account the Credit User wishes to instruct that financial institution to credit through BECS, the correct title and account number of that customer's account, and shall correctly include such particulars in the acceptable media containing the Credit User's instructions.
- 3. The Credit User hereby agrees to indemnify and keep indemnified each Participating Member and Appointer, which from time to time participates in BECS, from and against all losses, reasonable outgoings, demands, damages, actions, suits and proceedings in connection with any failure by the Credit User, or a bureau acting for on behalf of the Credit User, to observe any obligations of a Credit User in respect of BECS, except to the extent that the action, suit, proceeding, demand, damage, loss or outgoing was caused by the fraud, negligence or wilful misconduct of the Participating Member or Appointer, or a person acting on behalf of either the Participating Member or Appointer.

## 2. Credit user application (continued).

- 4. If the Credit User with the prior written approval of the User FI engages a Bureau to prepare and/or lodge acceptable media by which the Credit User's instructions are given to a financial institution, the Credit User's obligations will not be in any way affected by its engagement of a Bureau or the User FI's approval thereto.
- 5. The performance of the Credit User's obligations in respect of BECS may be enforced by any Participating Member or Appointer which from time to time participates in BECS or by the User FI on behalf of any of them.
- 6. The termination by Participating Member or Appointer of the direct credit arrangements between the Credit User and that financial institution will not affect the Credit User's obligations in respect of BECS to each Participating Member or Appointer which from time to time participates in BECS.
- 7. All implied conditions and warranties (statutory or otherwise) except for warranties or conditions implied by law upon the User FI which are not capable of being excluded are hereby excluded from the agreement between the Credit User and the User FI in respect of BECS and save as aforesaid there are no understandings, agreements, representations, conditions or warranties expressed or impliedly given by the User FI, not specified herein, which relates to BECS or the services to be provided by the User FI or any Participating Member or Appointer pursuant to BECS.
- 8. The Credit User acknowledges that:
  - a. All Credit items received by a Ledger FI will be processed in accordance with the BECS Procedures;
  - b. A Ledger FI is entitled to rely solely on the Account Number Details provided by the Credit User when processing Credit Items received from the Credit User;
  - c. A Ledger FI is not required to check that the Account Number Details provided by the Credit User are correct or that the account name provided by the Credit User corresponds with the name of the holder of the account maintained by the Ledger FI; and
  - d. The Credit User shall not be entitled to make a claim against the User FI or any Participating FI *(including the Ledger FI)* if the Credit Item has been processed in accordance with the Account Number Details provided by the Credit User. (**Note:** for the purpose of this clause, Account Number Details means the BSB number and the account number or, in the case of a Ledger FI which has a unique account numbers system, the account number only).
- 9. The Credit User certifies that the foregoing undertakings are within the powers of the Credit User to give.
- 10. All capitalised terms used in this Credit User Application have the same meaning as in the BECS Procedures or the BECS Regulations unless otherwise defined in this Credit User Application.
- 11. All clause references are references to this Credit User Application unless stated otherwise.

The Credit User certifies that the foregoing undertakings are within the power of the Credit User to give.

#### Privacy Statement (for individuals whose personal information may be collected - in this clause referred to as "you")

All personal information and credit-related information (if applicable) we collect about you is collected, used and disclosed by us in accordance with our Privacy Statement which is available at <u>bankofmelbourne.com.au/privacy/privacy-statement</u> or by calling us through your relationship manager or Bank of Melbourne representative. Our Privacy Statement also provides information about how you can access and correct your personal information, and make a complaint. You do not have to provide us with any personal information or credit information (if applicable) but, if you don't, we may not be able to process an application or a request for a product or service.

Where individuals engage with us in relation to products and services for our business, corporate or institutional customers (for example, as representative, administrator, director, corporate officer, signatory, beneficiary or shareholder of one of our customers) our Privacy Statement will be relevant to those individuals where we collect and handle their personal information. For example, where we collect their personal information to verify their identity or collect their signature as a signatory on a corporate account.

#### **Privacy obligations**

To the extent that it applies to you, you must comply with the *Privacy Act 1988* (Cth) in relation to any personal information you provide to Bank of Melbourne in connection with this Agreement, and if you engage in activities in a jurisdiction other than Australia, you must comply also with the applicable privacy laws in that jurisdiction.

#### **External service providers**

We may subcontract any of our rights and obligations to another person in Australia or overseas.

We may disclose or share any information you provide to us with any such person. With respect to any personal information, details of the countries where the overseas recipients are likely to be located is contained in the Bank of Melbourne Privacy Statement which is available at <u>bankofmelbourne.com.au/privacy/privacy-statement</u> (as updated from time to time).

#### Acknowledgement

The Customer acknowledges that if it has provided information about individuals, such as employees, in this form it will advise them that it has supplied their information to the Bank and make them aware of the information provided in the above Privacy Statement.

# 3. Primary Company Signing Clause.

Two of the Primary Company's directors or a director and a company secretary or two nominated Authorised Signing Representatives must sign this clause. A sole trader may sign independently.

### Authorised Signing Representatives

ignature	Date	
X		/
lame of Director/Company Secretary/Authorised Signing R	presentative 2	
Name of Director/Company Secretary/Authorised Signing R	presentative 2 Date	

Signed for and on behalf of ("Credit User" name in section 2)

Account number 1 in "Credit User" name	ABN
Account number 2 in "Credit User" name	Account number 3 in "Credit User" name

Note: All accounts nominated above must all be in the same name as indicated in section 2 of this application.

# BBO Administrative use only.

DE User ID

# SUBMIT THE COMPLETED APPLICATION TO YOUR LOCAL BRANCH OR RELATIONSHIP MANAGER.