



## **COMBINED FINANCIAL SERVICES GUIDE AND PRODUCT DISCLOSURE STATEMENT**

### **SBA Superannuation Clearing House**

This combined Financial Services Guide (FSG) and Product Disclosure Statement (PDS) is prepared and provided by SuperChoice Services Pty Limited (ABN 78 109 509 739), Authorised Representative (Number 336522) of PayClear Services Pty Limited (ABN 93 124 852 320) holder of Australian Financial Services Licence Number 314357

Prepared: 21 September 2020

**NOTE:**

This document is intended for distribution in Australia only. If you have received it electronically, we will give you a paper copy on request. To obtain a copy, refer to the contact details in this document.

## FINANCIAL SERVICES GUIDE

### Introduction

SuperChoice Services Pty Limited (“SuperChoice”) is the provider of the Superannuation Clearing House facility offered to the employer customers of Super Benefits Administration Pty. Ltd. (SBA) (ACN 098 637 659). SuperChoice is the Authorised Representative (numbered 336522) of SuperChoice’s related corporation PayClear Services Pty Limited (“PayClear”) which is the holder of Australian Financial Services License Number 314357.

Super Benefits Administration Pty. Ltd. (SBA) (ACN 098 637 659) is a provider of administration and consulting services for the superannuation and trust industry. SBA are enabling access to a clearing house service on behalf of its clients which includes First Super Pty. Ltd.

### Purpose of this document

The purpose of this FSG is to inform you of those matters required under the Corporations Act, 2001 (“Act”) and the regulations made pursuant to the Act (“Regulations”) to assist you when you are deciding whether to acquire from SuperChoice Services Pty Limited (“SuperChoice”) the provision of a non-cash payment facility (“Clearing House facility”). This FSG contains all the information required by the Act and Regulations, including:

1. the fact that SuperChoice and PayClear each receive remuneration in providing the Clearing House facility; and
2. how complaints may be made against SuperChoice and how complaints may be resolved.

In conjunction with this FSG, you will receive a Product Disclosure Statement which will inform of you of other matters as required by the Act and Regulations including the nature and characteristics of the financial product that is being offered and the cost of that product.

This FSG relates to the Financial Service of the provision of a Clearing House facility provided by SuperChoice Services Pty Limited (“SuperChoice”) as a part of the SuperChoice service of facilitating the payment of employer superannuation contributions made on behalf of employees and the rollover of employee superannuation contributions from one superannuation fund to another (“SuperChoice Services”). This FSG relates only to the provision of the Clearing House facility and not to the other services provided by SuperChoice.

### Roles and Contact Details of SBA

SBA wishes to provide employer customers with access to SuperChoice services and will identify employers that will use the solution.

SBA is not licenced to provide financial advice in relation to this product.

SBA may be contacted as follows:

Address:	PO Box 666 Carlton South VIC 3053
Phone:	03 8663 2120
Email:	<a href="mailto:mail@superbenefits.com.au">mail@superbenefits.com.au</a>
Website:	<a href="http://www.superbenefits.com.au">www.superbenefits.com.au</a>

## Roles and Contact Details of SuperChoice and PayClear

SuperChoice is the provider of the SBA Superannuation Clearing House as the authorised representative (numbered 336522) of SuperChoice's related corporation PayClear which is the holder of Australian Financial Services Licence Number 314357.

Both SuperChoice and PayClear may be contacted as follows:

Address: Level 8, 35 Clarence Street  
Sydney NSW 2000 Australia

Phone: 61 2 8038 6800 or 1300 659 456

Fax: 61 2 8038 6823

Email: [superchoiceninquiries@superchoice.com.au](mailto:superchoiceninquiries@superchoice.com.au)

Website: [www.superchoice.com.au](http://www.superchoice.com.au)

The only Financial Service provided by PayClear is that of offering a Clearing House facility and the only Financial Service that SuperChoice is authorised to provide as PayClear's Authorised Representative is that of offering PayClear's Clearing House facility. Neither PayClear nor SuperChoice is licensed or authorised to provide any other Financial Service, including that of providing financial advice, other than advice that relates to the Clearing House facility.

Any instructions you wish to provide to SuperChoice, prior to you accepting the offer to receive the SuperChoice Services, are to be provided by email or by accessing the website. If you elect to sign up for the SuperChoice Services, the terms of the contract entered between you and SuperChoice, which terms are set out in the accompanying PDS, will provide details of how your instructions are to be given.

In providing the Clearing House facility that SuperChoice is authorised to provide, PayClear acts as a subcontractor to SuperChoice.

## Remuneration of SuperChoice and PayClear

In providing the Clearing House facility, SuperChoice receives remuneration from recipients of the SuperChoice Services. The remuneration received by SuperChoice from its retail clients is set out in the PDS that accompanies this FSG.

In providing the Clearing House facility as a subcontractor of SuperChoice, PayClear receives interest on the funds deposited by recipients of the SuperChoice Services with the Bank that holds these funds and PayClear also receives interest from that Bank. The interest that PayClear receives at the date of this FSG is 0.15% per annum but this interest fluctuates upwards and downwards according to fluctuations in interest rates generally.

Apart from the relationship between SuperChoice and PayClear as prime contractor and subcontractor, and both being subsidiaries of a common holding company, there is no relationship or association between either SuperChoice or PayClear and the issuers of any financial products.

## Enquiries and Complaints

Although PayClear and SuperChoice are committed to providing clients with a quality product and service, a client may sometimes feel that he or she has a cause for complaint. If so, the complaint should be communicated and will be dealt with in the following manner.

<b>Email</b>	<a href="mailto:superchoiceninquiries@superchoice.com.au">superchoiceninquiries@superchoice.com.au</a>
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<b>In writing</b>	Complaints Manager SuperChoice Services Pty Limited Level 8, 35 Clarence Street, Sydney NSW 2000
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## Dealing with complaints

To assist in a speedy and confidential investigation of your complaint by a Complaints Officer, please ensure that you provide the following information:

- Your name
- Employer name and ABN
- Fund Name and ABN
- Details of the problem
- The date when the problem occurred; and
- Your phone number or email address

A written complaint will be acknowledged within 5 Business Days and every effort will be made to resolve the complaint within 45 Business Days of receipt, during which time you will be kept informed of the progress of the investigation. If the complaint is complex or if there is a problem locating relevant documents, an extension of time might be necessary.

The complaint handling process has been established in accordance with the Australian Securities and Investments Commission (ASIC) Regulatory Guide 165 and the Australian Standard on Complaints Handling (AS 10002:2004).

## Unresolved complaints

The Australian Financial Complaints Authority (“**AFCA**”) is an independent dispute resolution service that can consider complaints about financial products.

AFCA’s complaint resolution service is available to individuals and to small businesses of less than 100 employees whether a primary production business or otherwise, which includes a sole trader, a partnership or an incorporated business.

AFCA’s guidelines require you to first complain directly to us, using the process described above. AFCA will generally not deal with your complaint unless you have first raised the matter with us and given us the opportunity to resolve the matter. If you’re not satisfied with our resolution, or we haven’t responded to you in 90 days, you can lodge a complaint with AFCA.

A person may submit a complaint by using AFCA’s online form, writing to AFCA or by contacting AFCA by telephone. For contact details and other information about AFCA please visit its website at [www.afca.org.au](http://www.afca.org.au).

## Compensation

SuperChoice and PayClear are both beneficiaries of an Errors and Omissions Liability Insurance Policy that provides cover of up to \$20 million for any claims made by any of their customers arising from any act, error or omission committed by either of them in performing their professional services of providing the Clearing House facility financial service (in the case of PayClear) and of providing superannuation administrative services (in the case of SuperChoice). This Policy satisfies the compensation arrangements required under section 912B of the Corporations Act, 2001.

## PRODUCT DISCLOSURE STATEMENT

This Product Disclosure Statement (PDS) is intended to comply with the Product Disclosure Statement requirements of the *Corporations Act 2001* (“Act”) and the regulations (“Regulations”) made pursuant to that Act and is provided to assist you in deciding whether or not to accept the offer of SuperChoice Services Pty Limited (“SuperChoice”) to provide you with a Financial Product being the non-cash payment facility (“Clearing House facility”) of PayClear Services Pty Limited (“PayClear”).

This PDS is intended to comply with SuperChoice’s obligation to provide a PDS to its retail clients, which are any entities employing less than 20 employees or any manufacturing entity employing less than 100 employees. This PDS is also provided to SuperChoice's non-retail clients to record the terms and conditions under which SuperChoice provides its services to those clients.

Although this PDS is required to provide information only relevant to the financial product of the Clearing House facility, because that product is being provided in conjunction with and ancillary to other SuperChoice non-financial products and services, this PDS also provides information concerning those other products and services and the terms pursuant to which SuperChoice provides those other services.

This PDS is prepared and provided by SuperChoice as the Authorised Representative (Number 336522) of PayClear, the holder of Australian Financial Services Licence Number 314357.

PayClear has authorised SuperChoice to distribute this PDS.

### Introduction

Your use of the Clearing House facility is governed by

- the Enrolment and Registration process described on page 7
- the Terms and Conditions set out later in this PDS, starting on page 15
- the Employer initiated Direct Debit Service Agreement on pages 23

In this PDS, you may be referred to as the ‘Client’ or ‘you’, and ‘we’ are referred to as ‘PayClear’ or ‘we’ or ‘us’. In addition, there are terms used in this PDS that have specific meanings:

“AFSL” means Australian Financial Services Licence.

“Banking Day” means a day that Bulk Electronic Clearing System (BECS) is operating. BECS is used by financial institutions for such payments as internet banking transactions, direct debit and direct credit.

“Business Day” means a day not being a Saturday or Sunday or any public holiday in NSW or any public holiday in the State or Territory in which the SuperChoice operates.

“Direct Debit” and “Employer initiated Direct Debit” means the facility by which superannuation contributions may, at your election, be debited from your financial institution account and paid into the PayClear Bank Account.

“Financial Product” has the meaning set out in the Act.

“Fund” means a superannuation fund to which you pay superannuation contributions for an employee.

“PayClear Bank Account” means the bank account which receives superannuation contributions remitted by you and from which those contributions are then disbursed to various Funds.

“SuperChoice Services” means all the services provided to you by SuperChoice, including the Clearing House facility.

“Site” means the website that you will access to make superannuation contributions which are then disbursed by means of the Clearing House facility.

### Who can use the Service

- Employers who want a simple, cost-effective and secure way of managing employee superannuation contributions online.

### Contact Details of SuperChoice and PayClear

SuperChoice is the offeror of the Clearing House facility which is issued by its related corporation PayClear. Both SuperChoice and PayClear may be contacted as follows:

Address:	Level 8, 35 Clarence Street, Sydney NSW 2000
Email:	superchoiceenquiries@superchoice.com.au
Website:	www.superchoice.com.au

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## THE SUPERCHOICE SERVICES

The SuperChoice Services have two essential (core) components.

- The SuperChoice online software by which you access the Clearing House facility.
- The Clearing House facility.

### The SuperChoice Software

This enables you to access the electronic payment facility. SuperChoice also provides support including (but not limited to) demonstrations of the software, training, payroll interface support, general call and help desk support.

### The Non-cash Payment Facility (Clearing House facility)

This is an electronic facility through which you can make a payment otherwise than through the physical delivery of Australian or foreign currency or by cheque.

SuperChoice provides this facility through its affiliate PayClear, which is the holder of the trust account into which the employer’s contributions are paid and from which contributions are paid to the relevant Funds. Attached to this PDS is an Employer-initiated Direct Debit Service Agreement which governs the relationship between the employer and PayClear in respect of Direct Debits made by PayClear with the employer’s authority.

### Benefits of using the Service

- **SuperStream certified:** a SuperStream compliant solution that is certified by the ATO and widely used by payroll and accounting software providers, super funds and banks.
- **Online and Electronic:** Superannuation payments and contributions data are remitted electronically as is required by the Australian Tax Office (“ATO”) via its SuperStream standards.
- **Single Submission and Payment:** Multiple payments to various Funds are replaced with one online payment.

- **Accessibility:** The Site is available 24/7, except when unavailable because of routine or emergency maintenance. If you need support, the contact details are displayed on the Site.
- **Security:** The Site is protected by a cryptographic key system which is widely used by banks for internet banking applications.
- **Control:** Online access allows you to check and verify remittances before submission.
- **Accuracy:** Validation checks to help ensure contribution payment information is complete, correct and consistent.

## Enrolment and Registration

You can enrol and register, and agree to the Terms and Conditions, using an Online Employer Self Enrolment facility - click on **Employer Self Enrolment** identified on the SBA website.

Before you start the registration process and in order to sign-up for the service:

1. You must be:
  - a) An owner of the business being registered; or
  - b) A managing director or other executive of the business being registered; or
  - c) A person who has delegated authority from a person as described in 1a) and 1b) above to register the business and to provide the business nominated financial institution account details.
2. You will need the following information for the business you are registering:
  - a) Australian Business Number (as issued by the Australian Business Register);
  - b) The business postal address;
  - c) Your full name and contact details, including mobile number;
  - d) Your nominated financial institution account (including where applicable Account Name, BSB and Account Number) which will be debited or to which any returns will be paid.

At the end of a successful registration process, you will be emailed a temporary password and a link to the Site, at which point you can login and commence using the service.

### Payment by Direct Debit

- The simplest, most efficient and least time-consuming payment method is for you to enter into an Employer initiated Direct Debit Service Agreement (see Page 23).
- This authorises PayClear to deduct money from your nominated financial institution account. The relevant amount for the contributions is deducted from that account and distributed to the various nominated Funds.
- This method still allows you to control your cash flow because the debit cannot be made until you submit the superannuation contributions payment details to the Site.
- This method allows you to pay from multiple payer accounts with a single submission.
- By following the **Online Employer Self Enrolment** process, you will be asked for pertinent information and to record your agreement to the Employer initiated Direct Debit Service Agreement. (see Employer Initiated Direct Debit Agreement on Page 23).
- If the payment is authorised on or before 4:00 pm AEST on a given Banking Day (i.e. any day that the Bulk Electronic Clearing System, BECS, is operating), the payment will be drawn from your account on that day. If a payment is authorised after 4:00 pm AEST or on a non-Banking Day, the payment will be drawn on the next Banking Day.

### Timing of Payments to Superannuation Funds

The contributions data that you submit and your electronic payment can only be reconciled and matched once we receive both (i.e. the data and the payment). Subject to clearance of your payment by your nominated financial institution, remittance to super funds then occurs:

- If you paid by Direct Debit, within 3 Banking Days of matching by PayClear

Subject to your payment and data submission, the expected time frames from the time of your submission and payment to receipt by the recipient Fund are:

<b>Direct Debit</b>	<p><b>At least 5 Banking Days</b> after your nominated bank account is debited.</p> <ul style="list-style-type: none"> <li>▪ <a href="#">Make sure you have sufficient funds in your bank account before submitting data</a></li> <li>▪ <a href="#">Submit your contribution data by Cut-Off Time (4:00 pm AEST) for same day debit</a></li> </ul>
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*You need to take these time frames into account to ensure that all payments are made by you and received by Funds in time to meet the legislative deadlines for payment of Superannuation Guarantee contributions.*

## FEES AND CHARGES – All fees shown are exclusive of GST

### Recurring Fees

Nil. The Superannuation Clearing House is offered to employers as part of for the broader superannuation services. Please note that we reserve the right to change the fee structure in future after providing at least thirty (30) days’ notice.

### Other Fees

We charge fees of up to \$12.50 for Dishonours and Refunds and \$35.00 for Investigations (where no fault found) and other requests to stop payments. We will provide at least thirty (30) days’ notice if other fees are to be charged.



**RISKS**

The following Table sets out the risks associated with the Clearing House facility, and how those risks can be managed:

Risk	Description	How we help mitigate the risk	What you need to do
<i>Privacy and Security</i>			
Privacy: Your employee(s) object to you sharing their details with a clearing house service	You should seek advice about whether you need to disclose to your employees that you are providing personal information so as to facilitate SuperStream compliant payment of superannuation contributions to their superannuation account.	Our Privacy Policy can be provided to you, which sets out how we deal with personal information.	Let employees know you are using a Clearing House to distribute the payments and that it is therefore necessary to provide their personal information (so that the contributions are allocated to their superannuation account).
Security: Unauthorised Access	Access by an unauthorised party, including in circumstances where the UserID and password have been compromised, may lead to fraud, data corruption, defects in transmissions and viruses. An employer must ensure it does not facilitate unauthorised access to the Site.	The software provides for multi-level user access (e.g. from view only through to submission authority and payment authority) for processing work and can accommodate dual payment authorisation. For example, only managerial access can authorise payments.  You must notify us immediately if a Login or Password is lost or stolen or if you suspect that another person knows or has used its Login or Password.	Notify us immediately in the event of any unauthorised access.  Structure user access so that each user has a level of access that matches their delegated authority; and make sure you maintain user permissions as changes in personnel and their responsibilities occur.  In particular, make sure that users with permission to submit contributions for payment, alter payment methods or alter bank account details are authorised by your organisation to do so.

Risk	Description	How we help mitigate the risk	What you need to do
<p>Privacy Data Breach (Data loss or theft)</p>	<p>The employer or Clearing House provider may cause or encounter an issue that results in an employee’s personal information being exposed or made available to parties not entitled to such information.</p> <p>In most cases this is unlikely to result in actual damage to the persons affected, but in extreme cases this may expose individuals to problems such as identity theft.</p> <p>Note that this item does not cover Privacy issues that might occur subsequent to Funds rightfully receiving an employee’s personal information, as these are not within the scope of the Clearing House service. Seek information from the relevant Fund(s).</p>	<p>See the preceding item about Security.</p> <p>We use security measures such as Firewalls and Data encryption, and comply with Australian Information Security Management Policy (ISO/IEC 27001: 2013).</p> <p>We comply with the ATO SuperStream regulations, which require that data is encrypted in transit, although we cannot guarantee that transmission over the internet is totally secure.</p> <p>If we become aware of a breach or potential breach of security relating to your employees which might reasonably be expected to lead to serious harm to that employee, we must notify the employee and we will also notify you as soon as is reasonably possible and take all steps available to stop the breach or prevent the breach from recurring.</p>	<p>See the preceding item about Security.</p> <p>Always ensure that when you use the Site that unauthorised persons are not able to read or use the data you are viewing or processing.</p> <p>If you become aware of a breach or potential breach of security relating to your employees, you must notify us as soon as is reasonably possible and take all steps available to stop the breach or prevent the breach from recurring.</p>
<p>Fraud (change of fund bank account)</p>	<p>A Fund’s bank account details might be changed in order to illegally divert superannuation contributions.</p>	<p>See previous item about Security.</p> <p>We reference ATO fund registers to validate and remit data and contributions to super funds. The Site will inform you if a check against these registers identifies a problem.</p> <p>If we become aware of a suspected or actual fraud, we must take all steps available to stop the fraud or prevent the fraud from recurring.</p>	<p>See previous item about Security.</p> <p>You must satisfy yourself about Fund details provided by employees.</p> <p>When details change for Self-Managed Super Funds, it is good practice to obtain an authorisation signed by all Trustees.</p> <p>If you become aware of a suspected or actual fraud, you must notify us as soon as is reasonably possible and take all steps available to stop the fraud or prevent the fraud from recurring.</p>

Risk	Description	How we help mitigate the risk	What you need to do
<i>Employer Mistakes</i>			
<p>Dishonour:</p> <p>Insufficient money held in your nominated financial institution account to effect a Direct Debit transaction</p>	<p>If there is not enough money in your nominated financial institution account to enable a Direct Debit of the full payment, then the contribution will be cancelled and must be re-submitted which may result in additional charges from your financial institution and SuperChoice and potentially a Superannuation Guarantee charge if the subsequent contributions do not meet the Superannuation Guarantee deadlines.</p>	<p>You will be notified in the Site in the event of a payment failure, on the same Banking Day that SuperChoice becomes aware of the failed payment.</p>	<p>Ensure you have sufficient money in your nominated financial institution account to cover the amount of the contribution, otherwise a dishonour will occur.</p> <p>With an Employer initiated Direct Debit process, you also control the timing of the Direct Debit because it cannot occur until you submit your payment instruction via the Site.</p>
<p>Missing deadlines for</p> <ul style="list-style-type: none"> <li>• Superannuation Guarantee or</li> <li>• End of Financial Year</li> </ul>	<p><u>A Fund must receive contributions that you make by the following dates:</u></p> <ul style="list-style-type: none"> <li>• For Superannuation Guarantee (SG), on or before the 28<sup>th</sup> of the month following end of quarter;</li> <li>• For contributions cap purposes, on or before the 30<sup>th</sup> June.</li> </ul> <p>If there is a delay caused by your late payment, payment mismatch (Direct Credit) or payment dishonour (Direct Debit),</p> <ul style="list-style-type: none"> <li>• you might miss a SG deadline or</li> <li>• a contribution might not be included in the intended financial year and so cause an employee to exceed the “contributions cap” in the next financial year.</li> </ul>	<p>We have provided this information to help you understand your obligations.</p> <p>It is our job to ensure that your contribution submissions and payments are matched and sent to Funds in accordance with our obligations in this agreement.</p> <p>This commitment assumes that your contributions submissions and payments have been made using matching amounts and payment reference numbers.</p>	<p>Make sure Funds receive all your contributions by the deadlines (see “Description” column to the left).</p> <p>Make sure you understand your obligations in relation to the Superannuation Guarantee and the timing of employees’ contributions that affect their tax calculations under the “contributions cap”. You can find out more at <a href="https://www.ato.gov.au">https://www.ato.gov.au</a> or by contacting a superannuation fund.</p> <p>To avoid issues, SuperChoice recommends making <u>correct</u> Contributions at least 5 Banking Days before the deadline (if paying by Direct Debit) or 2 Banking Days (if paying by Direct Credit).</p>

Risk	Description	How we help mitigate the risk	What you need to do
<p>Stopping Payments:</p> <p>In certain circumstances, you may seek to stop a payment (e.g. duplicate payment or overpayment)</p>	<p>Once contribution information has been lodged with a matching payment, it cannot be cancelled or reversed unless you notify SuperChoice before the cut-off time (see the Terms and Conditions).</p> <p>Once contributions have been sent to the Fund, you bear the responsibility for any attempts to recoup monies from any Fund. Usually the Fund trustee or administrator will require the written consent of its member (i.e. your employee).</p>	<p>SuperChoice is able to lodge a stop payment but these must be notified within the cut-off times specified in the Terms and Conditions set out later in this PDS.</p>	<p>It is imperative that if you wish to cancel or reverse a payment, you notify SuperChoice immediately, and before the cut-off time, upon realising that an incorrect contribution has been made, so payment can be stopped.</p>
<p><i>Employer (Employee) Risks</i></p>			
<p>Incorrect Data:</p> <p>It is your responsibility to ensure information about your employee and the contribution are complete and correct. If you provide inaccurate or incomplete information, this may result in a contribution being rejected, delayed or even sent to the wrong Fund</p>	<p>Incorrect data includes:</p> <ul style="list-style-type: none"> <li>• Use of an incorrect Unique Superannuation Identification (USI) Number or Australian Business Number (ABN)</li> <li>• Incorrect member number</li> <li>• First name &amp; surname not matching the Fund's records</li> <li>• Incorrect date of birth</li> <li>• Invalid member Tax File Number</li> <li>• Wrong Bank details for a Self-Managed Super Fund (SMSF)</li> <li>• Incorrect Electronic Service Address (ESA) when paying to a SMSF</li> </ul>	<p>The Site provides:</p> <p>Fund validation:</p> <ul style="list-style-type: none"> <li>• Checking USIs and ABNs are valid Funds and are related where Funds hold both forms of identification.</li> </ul> <p>Employer Identification:</p> <ul style="list-style-type: none"> <li>• Validation that allows you to supply your Employer Identification number held by the Fund, where you are registered with the Fund.</li> </ul> <p>Member Identification:</p> <ul style="list-style-type: none"> <li>• Where particular products have member Identification rules, we check member identification supplied against the rule.</li> </ul>	<p>When you are first registering employees with their nominated Fund and the Site identifies an error (e.g. a Fund which cannot receive contributions), you will need to correct it.</p> <p>When Funds notify errors electronically to you, information is displayed in the Site (e.g. incorrect product, incorrect member ID or assign a Fund Employer Number). You may need to correct information in the Site and in your payroll data for lodgement of subsequent contributions.</p> <p>When Funds refund contributions (usually for members who have exited from the Fund), you will need to determine the appropriate corrective action, which may result in the need to re-submit contributions to the relevant Fund.</p>

Risk	Description	How we help mitigate the risk	What you need to do
<i>Clearing House and Banking Risks</i>			
Clearing House or Finance System Failure	<p>The Clearing House facility accesses the Bulk Electronic Clearing System (BECS) to receive contributions and payments to Funds. BECS co-ordinates and facilitates the exchange and settlement of bulk electronic transactions – in this case, for Direct Debits and Direct Credits between employers’ financial institution accounts, the PayClear Bank Account and Fund accounts</p> <p>In rare instances, the Clearing House facility or the Banking system may not be available.</p>	Banks and PayClear respectively have appropriate disaster recovery and business continuity plans to manage such events.	It is advisable to allow a few additional days to ensure contributions are received before the Superannuation Guarantee deadlines.
<i>Receiving Fund Risks</i>			
Fund is unable to accept contributions	<p>Certain Funds such as pensions, eligible rollover funds, certain government funds, closed or terminated funds and corporate funds (that do not operate retained divisions) are unable to accept contributions.</p> <p>In other circumstances, a Fund may have been declared non-compliant by APRA or the ATO.</p>	The Clearing House facility provides a warning system to block payments to those Funds.	<p>You will need to check and deal with any applicable warnings when making your submission on the Site. In certain circumstances, you may be able to contribute to a blocked Fund if you are an approved employer.</p> <p>Otherwise, you will need to direct the contribution to a default Fund (if you are not sure about a default Fund refer to the ATO website about MySuper) or an alternative choice Fund selected by the employee.</p>

Risk	Description	How we help mitigate the risk	What you need to do
Fund not SuperStream compliant	<p>Funds must be able to receive SuperStream compliant data (messages) and payments.</p> <p>If a Fund has not appointed a SuperStream Gateway or does not provide an alternative compliant service, it may not be able to receive the contributions that you remit.</p>	<p>The SBA Superannuation Clearing House service sends contributions by reference to the ATO's Fund Validation Service, which is a register of all APRA-regulated Funds, their SuperStream status and account details.</p> <p>We also maintain and reference the details for Self-Managed Super Funds (SMSF).</p> <p>Any issues with Funds or their service providers are resolved through procedures to negotiate rectification of such issues.</p>	<p>By using this Clearing House facility you ensure that you are insulated against SuperStream compliance issues experienced by Funds.</p> <p>In addition, you should encourage your employees wishing to pay into a SMSF to ensure that the SMSF has an established "Electronic Service Address" (or ESA). SuperChoice can assist with providing a valid ESA to SMSFs that require one.</p>

## TERMS AND CONDITIONS

The following are the general terms and conditions that will apply if you decide to acquire the SBA Superannuation Clearing House Service. In these terms and conditions, you are referred to as the 'Client' and 'we' are referred to as 'SuperChoice'. A 'User' is a person accessing the SBA Superannuation Clearing House Service. A 'Contribution' is your payment on behalf of your employee. 'Contribution Data' is information concerning a Contribution. 'Data' is any information concerning this Agreement and its performance, and includes Contribution Data. A reference to 'Agreement' means these terms and conditions (as they may be varied at any time) and the contents of the FSG and PDS.

### 1 General Client/User Access Obligations

- 1.1 Client warrants it is authorised to enter into this agreement to receive the SBA Superannuation Clearing House Service ("Service").
- 1.2 A Client is an Authorised person who is either an owner of the business, has been placed in charge to manage the business or is a personnel of the business who has been delegated the authority to sign-up and act for the SBA Superannuation Clearing House service by the owner or director of the business.
- 1.3 As a Client, you must provide all the required information to us and meet a minimum data set requirement before we are able to accept your application submitted through the on-line Employer Self-Enrolment process which is to be used unless PayClear approves of some alternative process.
- 1.4 You will be advised by email when you successfully sign up for the SBA Superannuation Clearing House service. We reserve the right, at our discretion, to decline your application and access to the SBA Superannuation Clearing House service.
- 1.5 A Client may use the SBA Superannuation Clearing House service to create other Users of the service with equal or lesser rights and privileges.
- 1.6 Client must ensure that each User is authorised to gain access to the SBA Superannuation Clearing House service and complies with all obligations and responsibilities as outlined in these Terms and Conditions.
- 1.7 Client must ensure access to the site providing the SBA Superannuation Clearing House Services ("Site") and Services is undertaken in a secure manner.

- 1.8 Client must ensure at its own cost that its software and hardware is capable of accessing the Site and that it utilises a web browser which is compatible with the Site.
- 1.9 Client is responsible for maintaining its own industry standard anti-virus and security measures to prevent unauthorised access to SBA Superannuation Clearing House Services and to avoid viruses affecting the Site.
- 1.10 Client must not, and must use reasonable endeavours to ensure Users do not, change, impair or damage the Site or SuperChoice's computer systems.

### 2 Availability/Access to the Site

- 2.1 The Site is available for use by the Client 24 hours a day, 7 days a week, except for outages for routine or emergency maintenance.
- 2.2 Access to Users will not be provided unless a Valid Login and Password is entered.
- 2.3 Access to Users will not be provided if Client's registration has been suspended or cancelled.

### 3 Security of Login and Password

- 3.1 A User's Login and Password must be kept safe and secure.
- 3.2 Users must not disclose, share or distribute the Login or Password to any other person.
- 3.3 Users must not record their Login or Password in any way which would allow anyone else to identify the record as their Login or Password.
- 3.4 Users must not permit any other person to use their Login or Password.
- 3.5 Users must not select a Login or Password which is easily identifiable, such as a birth date or a street name.

- 3.6 Users must take care to log off the Site and/or close the browser window (if necessary) to ensure unauthorised persons do not obtain access to the Site.
- 3.7 SuperChoice must be notified immediately if a record of Client's Login or Password is lost or stolen or if Client is aware or suspects that another person knows or has used its Login or Password. SuperChoice will then cancel the Login or Password and will arrange for Client to select a new one (see Enquiries and Complaints on Page 3).
- 3.8 SuperChoice may cancel a Login or Password at any time without notice if SuperChoice believes that the Login or the Password is being misused or has been used to perform an unauthorised transaction.
- 3.9 SuperChoice takes no responsibility for any loss whatsoever where unauthorised parties have used Client's Login and Password.
- 4 Security**
- 4.1 SuperChoice will utilise a range of security measures to help ensure the security of the SBA Superannuation Clearing House Service including:
- (a) Firewalls; and
  - (b) Data encryption, using Secure Sockets Layer (SSL) protocol.
- 4.2 SuperChoice will comply with its security policy which complies with the Australian Information Security Management Policy (ISO/IEC 27001: 2013). For more details see the Standards Australia website at [www.standards.com.au](http://www.standards.com.au).
- 4.3 SuperChoice cannot guarantee that any data transmission over the internet is totally secure.
- 4.4 If Client becomes aware of a breach or potential breach of security relating to the Site or the SBA Superannuation Clearing House Services, it must notify SuperChoice as soon as is reasonably possible and must take all steps available to stop the breach or prevent the breach from recurring.
- 5 Client's Obligations in order to Receive Services**
- 5.1 It is the responsibility of the Client to undertake the following tasks in receiving the SBA Superannuation Clearing House Services:
- (a) Create User Accounts for staff to access the service.
  - (b) Create/Change/Update employer details.
  - (c) Upload payroll file.
  - (d) Create and submit Contributions through payroll upload or e-form.
  - (e) Authorise and make payments for Contributions for the matching amount and using the correct PRN.
  - (f) Authorise and make payments for fees.
  - (g) Register new employees (members) including providing all required and optional data.
  - (h) Nominate the employee's Superannuation Fund.
  - (i) Allocate Contribution types.
  - (j) Designate Contribution amounts in respect of employees.
  - (k) Change/update/amend employee details as applicable.
  - (l) Establish that any Fund chosen by an employee is a complying Fund.
  - (m) Provide the Unique Fund Identifiers (USI, ABN, Fund Name) as required to identify a Fund.
  - (n) Notify SuperChoice in advance if Client changes their bank financial institution accounts.
  - (o) Ensure that Client's nominated financial institution account holds sufficient funds to meet the Contribution payment and the Fees.
- 5.2 Other Client obligations:
- (a) **Superannuation Guarantee Deadlines**  
It is your obligation to provide Contribution Data and the Contribution payment in a timeframe that ensures you will meet your obligations under the *Superannuation Guarantee Administration Act (SGAA) 1992*. You must make contributions in time for Funds to process them by the 28<sup>th</sup> of the month following the end of the relevant quarter to ensure sufficient time is allowed for the clearing of monies to meet the deadlines. **SuperChoice recommends making correct Contributions by the Cut-**



**Off time at least 5 Banking Days before the deadline (if paying by Direct Debit) or 2 Banking Days (if paying by Direct Credit).**

**(b) Correcting Errors**

If you believe there has been a mistake in the Contribution Data, such as the amount of a Contribution and the corresponding bank transaction, you must notify us immediately. Any delay in notifying us may prejudice the ability to rectify the error.

**6 Contributions Processing**

6.1 Client may make Contributions only through the Site, and when it does so, SuperChoice and PayClear will provide the following services:

- (a) Based on the Contribution Data, we will identify the Fund to be paid, the total amount payable to each Fund, the employees for whom the Contributions are payable and their individual amounts.
- (b) We will withdraw (via Direct Debit) the Contribution and any transaction fees from Client's Bank Account (see 7.1), or Client will arrange Direct Credit (see 7.2).
- (c) If Contribution Data has been provided in full and without error or defect, we will reconcile Contribution Data to the Contribution payment including any transaction fees.
- (d) If the Contribution or the corresponding Contribution Data is not received on a Business Day (i.e. on a weekend or public holiday in New South Wales), it is taken to be received on the next Business Day.
- (e) SuperChoice will make all reasonable endeavours but has no responsibility if incorrect Contribution Data is submitted by Client.

(f) Once there is an exact match between the Contribution Data and the Contribution payment including any transaction fees, and subject to legislative requirements, these Terms and Conditions and the clearance of your payment by the respective financial institutions, we will arrange payment of the Contribution to the account (by EFT) of each nominated Fund, accompanied with SuperStream compliant electronic remittance that sets out the Contribution Data to enable the Fund to reconcile the contributions.

(g) PayClear will use reasonable endeavours to arrange the payments described in clause 6.1(f) within 1 Banking Day, if Client has paid by Direct Credit, or 3 Banking Days, if Client has paid by Direct Debit.

(h) If Contribution Data has not been provided in full, or has an error or defect, or there is a mismatch between the Contribution Data and the Contribution payment including any transaction fees, we will endeavour to contact Client within 5 Business Days to resolve the error and either return the Contribution or prepare a re-submission of the Contribution.

6.2 Client can only use the Service to make contributions to a complying Superannuation Fund or Retirement Saving Account. This is a Fund that has elected to be regulated and complies with the *Superannuation Industry Supervision (SIS) Act, 1993*, or a Self-Managed Superannuation Fund as defined by the SIS Act.

6.3 Client may need to comply with certain other requirements of a Fund before it can make a Contribution to it. For example, it may be a requirement of some Funds that an employer be registered with that Fund before Contributions can be accepted. The Site will publish messages identifying Funds which require prior employer registration, but it is Client's responsibility to meet the registration requirements before making any Contribution.

**7 Making contribution payments through the SBA Superannuation Clearing House Service**

7.1 By Direct Debit:

(a) A valid Direct Debit Request must be in place when using the Facility. The Facility will be unavailable if you cancel the Direct

Debit Request or your financial institution account is closed or not available to be debited.

- (b) You must ensure that your financial institution account remains open and has sufficient funds to cover the Contribution payment including any transaction fees. If the financial institution dishonours the debit, it may charge you a dishonour fee.
- (c) You must complete and send a new Direct Debit Request form to PayClear if you change your financial institution account details.

**7.2 By Direct Credit (EFT):**

- (a) When you authorise a Contribution, a Payment Reference Number (PRN) will be generated and the account number for the payment will be displayed. You have the ability to override the PRN for Direct Credit payments.
- (b) You must include the PRN with the payment from your financial institution so that PayClear can match the payment to the Contribution.
- (c) PayClear is not responsible for any delays arising from a failure to supply the correct PRN or financial institution account.
- (d) If the payment transaction is successfully lodged to the correct account number and with the correct PRN, PayClear will issue a status update which will appear on the Site.

**8 Delayed Contributions**

8.1 Delayed Contributions may occur when:

- (a) The Contribution Data and Contribution are received on a weekend, public or bank holiday.
- (b) The Contribution Data (and Contribution) is received after the Cut-Off time (i.e. 4.00 pm AEST) on a Business Day.
- (c) Other circumstances identified in 9 below.

8.2 We accept no responsibility if a Contribution payment to a Fund is delayed. Risks related to delayed payments are outlined on Page 9-14.

**9 Unsuccessful and Mistaken Contributions**

9.1 Submitted Contribution Data generally cannot be cancelled or changed except in the circumstances outlined below:

- (a) Contribution Data may not be promptly and successfully processed online if there is an error in the Contribution Data.
- (b) In limited circumstances Client may be able to correct an error and re-submit Contribution Data if the Contribution has not been processed.
- (c) Client must notify SuperChoice before 3.00 pm AEST on the same day if it wishes to stop a Contribution.
- (d) If Client receives notice that a Contribution has been dishonoured (e.g. because of insufficient cleared funds in your account), Client may be charged a dishonour fee by your financial institution and/or by SuperChoice in relation to the dishonour.
- (e) If a technical error prevents a Fund from processing any Contribution (to the Superannuation Fund) SuperChoice will notify Client after receiving notice that the file has been rejected and either correct the technical errors or create a replacement Contribution. If the technical error cannot be corrected, SuperChoice will notify Client immediately.
- (f) If any Contribution is not accepted or is returned by a Fund, and SuperChoice is unable to resolve the problem within 10 Business Days of receipt of the returned payment, it will refund the money to your financial institution account and notify you of the error by email, in which event you must resolve the issue with the Fund and re-submit the Contribution.

**10 Data Maintenance**

10.1 SuperChoice will:

- (a) Maintain at least 7 years of historical data on-line at any point in time.
- (b) Use best endeavours to ensure that the Client has access to the Data at all times except during scheduled or emergency downtime.

## 11 Confidentiality of Data

- 11.1 SuperChoice is committed to the protection of confidential Data in accordance with the Privacy Act 1988 (Cth) as amended from time to time and will collect, record and disclose it only as outlined in the Privacy Policy which may be found at <https://www.superchoiceservices.com.au/privacy-policy>, or you may obtain a copy upon request.
- 11.2 Client agrees that SuperChoice may contact and liaise with third parties about Client's Data for the purpose of providing the SBA Superannuation Clearing House Service.
- 11.3 Client agrees that SuperChoice may use, or enable third parties to use, Client's Data to compile usage statistics where such statistical results do not include confidential Data or data which can be used to identify or employees.
- 11.4 SuperChoice may disclose Data:
- (a) To relevant employees, its payment agent, financial institutions and to Funds solely for the purposes of providing the SBA Superannuation Clearing House Service.
  - (b) To legal advisers, auditors and other consultants of either party who have a need to know the Data.
  - (c) If it is required to disclose the information by law or a regulatory body or in connection with any legal proceedings.

## 12 Anti-Money Laundering and Counter-Terrorism Financial Law

- 12.1 The Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML/CTF Act) covers the financial sector, gambling sector, bullion dealers and other professionals or businesses that provide services covered by the Act.
- 12.2 The AML/CTF law includes prohibitions against any person dealing with the proceeds or assets from criminal or terrorism activity, involvement in the same (and suspected involvement).
- 12.3 By accepting these Terms and Conditions, you agree:
- (a) We are not required to accept and/or act on a payment instruction if under the AML/CTF Act we suspect that 1) you are not the person who has been authorised to use the SBA Superannuation Clearing House service

and/or 2) by processing the given transaction we payment instruction it may be breaching the AML/CTF Act or any similar law in any country (collectively AML/CTF Law).

- (b) We may delay and block any transactions if we believe that a transaction may compromise our business and place it in breach of any Law.
- (c) We will not incur liability to you for any loss (including consequential loss) which may have been caused to you as a result of taking any actions specified above.
- (d) As part of the registration process, you will provide information to us which will allow us to fulfil our 'Know Your Client, KYC' and AML/CTF law obligations.
- (e) To provide such information as we may require to comply with any obligations under the AML/CTF Act.

## 13 Production of Data

- 13.1 If required by any law or any judicial, regulatory, administrative or similar body (whether foreign or Australian), SuperChoice will produce reports and information, answer enquiries, attend court and meetings and deal with any similar requests, provided that, where permitted by law, SuperChoice notifies Client prior to actioning any request. Client must pay to SuperChoice at SuperChoice's then current standard rates, its costs and expenses (including the costs of legal and other professional advice) which SuperChoice incurs.

## 14 Fees and Charges

- 14.1 Client must pay the fees set out in the PDS.
- 14.2 Transaction fees are paid at the same time as the Superannuation Contributions. A tax invoice will be provided online for these charges. All other fees are charged monthly in arrears.
- 14.3 If the fees are not expressed to be GST inclusive, the amount is increased by an amount equal to the GST payable.
- 14.4 Client acknowledges it may incur fees from its financial institution in respect of any payments made or that fail to be made (dishonour).
- 14.5 SuperChoice reserves the right to increase fees and charges with 30 days' written notice.

**15 Warranties**

15.1 Where any law implies in this agreement any term that cannot be excluded or modified, such term is deemed to be included. However, subject to any law, SuperChoice’s liability for breach of that term will be limited to the resupply of services or payment of the Client’s cost of the resupply of the services.

**16 Limits to SuperChoice Liability**

16.1 SuperChoice is not liable:

- (a) for any loss or damage you may suffer as a result of incomplete, inaccurate or late Contribution Data or non-matching Contributions.
- (b) for any loss or damage arising from any interception of Data or any unauthorised access to Client’s financial institution account(s) save to the extent that SuperChoice caused or contributed to such loss by any negligent or wilful act or omission.
- (c) for any loss or liability arising from charges being levied on the Client by any Government agency for late payment of superannuation Contributions, save to the extent that SuperChoice caused or contributed to such loss or liability by any negligent or wilful act or omission.

16.2 Client’s Liability

- (a) Client must indemnify SuperChoice against any loss, liability or damage which SuperChoice may suffer arising from Client’s or any of your Users’ failure to observe its obligations under this Agreement or arising from the Client or its User acting negligently or fraudulently when accessing the SBA Superannuation Clearing House Service.

**17 Limit to Client and SuperChoice’s Liability**

17.1 To the fullest extent permitted by law, in no circumstances will either Client or SuperChoice be liable for any special or indirect loss or damage (including consequential loss or loss of profits).

17.2 SuperChoice’s total liability for any loss or damage for which it may be liable is limited to \$2 million for any one event involving the provision of the Clearing House facility and \$1 million for any default in the provision of any other SuperChoice Service.

**18 Termination**

- 18.1 Either party may terminate this Agreement by giving 30 days’ notice in writing (including by email) to the other party.
- 18.2 PayClear may suspend your access to the Facility if you are in default of any of your obligations under this Agreement until such default is rectified.
- 18.3 You may suspend payment of fees if PayClear is in default of any of its obligations under this Agreement until such default is rectified.
- 18.4 On termination of this Agreement, and subject to payment of all reasonable fees and expenses calculated at SuperChoice’s then standard rates, SuperChoice will provide the Client access to Client’s Data.
- 18.5 On termination of this Agreement, the Client will return all hard copies and delete all electronically stored copies of SuperChoice’s documentation and materials.
- 18.6 The parties will meet their own expenses associated with discharging their obligations on termination of the Agreement.

**19 Changes to the Agreement**

- 19.1 SuperChoice may change this Agreement at its discretion with 30 days’ prior written notice. If Client does not agree to any such change, Client must immediately provide notice of intention to terminate the Agreement.
- 19.2 Notice of any change may be given electronically (including by posting notices on the Site).

**20 General Provisions**

- 20.1 The parties will be deemed to have entered into this Agreement when SuperChoice accepts the Client’s Application to receive the SBA Superannuation Clearing House Service.
- 20.2 Entire Agreement: These Terms and Conditions, the Application Form, the Employer initiated Direct Debit Agreement Form and the combined Financial Services Guide and Product Disclosure Statement constitute the entire agreement of

the parties in respect of the SBA Superannuation Clearing House Service.

- 20.3 SuperChoice may, at any time and without notice, add or remove or make changes to the SuperChoice Services to enhance or improve the Services.
- 20.4 Agents/Contractors: SuperChoice may engage agents or subcontractors to assist it with performing its obligations under this Agreement without the prior consent of the Client. However, SuperChoice remains principally liable under the Agreement.
- 20.5 Assignment: Client may assign or novate all or any of its rights or obligations under this Agreement to a related company provided that it gives SuperChoice not less than 30 days' prior

written notice. An assignment or novation to a non-related company by the Client must be consented to by SuperChoice, which will not unreasonably withhold its consent. SuperChoice may charge reasonable fees for any services provided as a consequence of any assignment or novation by the Client. SuperChoice may assign or novate its rights and/or obligations in this Agreement at any time.

- 20.6 Jurisdiction and governing law: This Agreement is governed by the laws applicable in New South Wales, the courts of which shall have non-exclusive jurisdiction to determine all matters arising from the Agreement and its performance.

## APPLICATION FORM AND DIRECT DEBIT SERVICE AGREEMENT - SBA SUPERANNUATION CLEARING HOUSE (USE ONLY IF PRINTING AND SIGNING REQUIRED)

You need only print and sign this page if SuperChoice agrees or requires that you do so  
You will provide these details in the Online Employer Self Enrolment facility

### APPLICANT DETAILS

ORGANISATION NAME		
TRADING NAME (if different)		
ABN		
	REGISTERED ADDRESS	POSTAL ADDRESS (if different)
STREET		
SUBURB / CITY		
STATE		
POSTCODE		

AUTHORISED PERSON NAME	
AUTHORISED PERSON TITLE	
CONTACT NAME	
CONTACT EMAIL	
CONTACT PHONE NUMBER	

### PAYMENT METHOD AND NOMINATED FINANCIAL INSTITUTION ACCOUNT DETAILS

In this section you need to select your payment method and provide details of your Nominated Financial Institution Account:

- "Refund Account" - whether you select EFT / Direct Credit or Employer-initiated Direct Debit, we need these details so that Funds can, if necessary, make contribution refunds to you.
- If you wish to pay for multiple organisations and accounts using a single data submission on the Site, you MUST select Employer initiated Direct Debit as your payment method and complete the "Additional Bank Account Details" attached to the Employer initiated Direct Debit Service Agreement (see Pages 23-24).

#### Payment Method

<b>EMPLOYER INITIATED DIRECT DEBIT</b> <i>Please also complete and accept the Direct Debit Service Agreement on the next page of this document</i>	<ul style="list-style-type: none"> <li>• Maintain control over cash flow</li> <li>• Authorisation on the Site triggers payment</li> <li>• Ensures clearing house reconciliation of data and money</li> <li>• Allows multiple payer accounts for a single submission</li> </ul>
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#### Refund Account (for returned contribution payments)

BANK/FINANCIAL INSTITUTION NAME	
BRANCH ADDRESS WHERE ACCOUNT IS HELD	

ACCOUNT NAME	BSB	ACCOUNT NUMBER

In completing this Application Form, you declare that you are authorised to enter into this agreement, have provided correct information and that you have read and understood the SBA Superannuation Clearing House Combined Financial Services Guide and Product Disclosure Statement dated 21 September 2020 including the Terms and Conditions.

<b>SIGN HERE</b>	Signature:	Name:
		Date:

## EMPLOYER INITIATED DIRECT DEBIT SERVICE AGREEMENT

### PayClear Services Pty Ltd (ABN 93 124 852 320) ("PayClear")

You can complete this by using the Online Employer Self Enrolment facility, or if SuperChoice agrees or requires that you print and sign the agreement, please print this Direct Debit Service Agreement and ensure you complete sections A and C.

Employer initiated Direct Debit is a simple option to pay your superannuation contribution payments through the Clearing House facility of PayClear Services Pty Limited (Australian Financial Services Licence 314357 and Direct Debit User ID 481471). Before choosing this option, you should check with your financial institution to ensure that the Direct Debit facility is an available feature of your nominated account.

If you elect to pay by Employer initiated Direct Debit, you are required to register for the Clearing House facility to provide pertinent information and to accept your agreement to the following terms.

Authorisation to:  
 PayClear Services Pty Limited (User ID 481471) ABN 93 124 852 320  
 Effective immediately, PayClear is authorised, upon receipt of a payment instruction from time to time, to debit an amount equal to the total of the payment instruction from the nominated financial institution account specified here and confirmed in the registration details supplied through the online Employer Self Enrolment.

#### A. Direct Debit Account (for multiple bank accounts, please complete "Additional Direct Debit Accounts" section)

<b>BANK/FINANCIAL INSTITUTION NAME</b>	
<b>BRANCH ADDRESS WHERE ACCOUNT IS HELD</b>	

ACCOUNT NAME	BSB	ACCOUNT NUMBER

#### Additional Direct Debit Accounts

Organisation Name	ABN	Financial Institution Account Name	BSB	Account Number

#### B. Terms

You and PayClear agree:

##### 1. Drawing arrangements:

- 1.1 PayClear will debit your nominated financial institution account with the exact amount specified in the superannuation contributions payment instruction, but only after receipt of that instruction.
- 1.2 If the payment is authorised on or before 4:00 pm AEST on a given Banking Day (i.e. any day that the Bulk Electronic Clearing System (BECS) is operating), the payment will be drawn from your account on that day. If a payment is authorised after 4:00 pm AEST or on a non-Banking Day, the payment will be drawn on the next Banking Day.
- 1.3 PayClear may vary any details of this Direct Debit Service Agreement at any time by giving you at least fourteen (14) days' notice.
- 1.4 PayClear may cancel this Employer initiated Direct Debit Service Agreement if two or more drawings are returned unpaid by your nominated financial institution and PayClear may then seek to arrange an alternate payment method.
- 1.5 PayClear will keep private and confidential all information pertaining to your nominated financial institution account(s).

##### 2. Your rights and responsibilities:

- 2.1 It is your responsibility to ensure that the authorisation given to draw on the nominated account(s) is identical to the account signing instruction provided to the financial institution where each account is held. You should check the account details are correct by checking them against a recent account statement.
- 2.2 You must ensure that your financial institution account(s) remains open and has sufficient funds to cover the contribution payment including any transaction fees.
- 2.3 You should check your account statement to verify that the amounts debited from your account are correct

- 2.4 It is your responsibility to advise us if your nominated account(s) is closed.
- 2.5 It is your responsibility to arrange a suitable alternative payment method before you cancel your direct debit authorisation. You may do so by contacting PayClear on 1300 659 456 or by writing to PayClear at Level 8, 35 Clarence Street, Sydney NSW 2000, or through your nominated financial institution.
- 2.6 You may stop payment of a drawing by contacting PayClear on 1300 659 456 or by writing to PayClear at Level 8, 35 Clarence Street, Sydney NSW 2000, or through your nominated financial institution. You must contact us prior to 3.00 pm Sydney time on the day we receive the payment instruction.
- 2.7 If you believe that a drawing has been made incorrectly or contrary to authority or a payment instruction, you may take the matter up directly with PayClear, or lodge a Direct Debit Claim through your nominated financial institution.

**C. Authorisation:**

TO: Payclear Services Pty Limited (User ID 481471) ABN 93 124 852 320 (“PayClear”)

I / we declare that all the information provided is correct and that I / we are authorised in respect of each bank account listed in accordance with the account signing instruction provided to the financial institution where each account is held.

Effective immediately, I / we authorise PayClear as the payment services provider to arrange for funds to be debited from the account(s) specified above in the amounts specified in the superannuation contributions payment details that are submitted and authorised in the Site.

*(Note that if the account/s require two signatures, then both signatures are required here)*

<b>Authorised Signature</b>	<b>Additional authorised signature (if required)</b>
<b>Name as recorded for nominated account</b>	<b>Name as recorded for nominated account</b>
<b>Date</b>	<b>Date</b>

*(If more than two signatures are required, please use the additional signing boxes)*

<b>Additional authorised signature (if required)</b>	<b>Additional authorised signature (if required)</b>
<b>Name as recorded for nominated account</b>	<b>Name as recorded for nominated account</b>
<b>Date</b>	<b>Date</b>