

# PRODUCT DISCLOSURE STATEMENT

## **Important Note**

Financial services are provided by The Uniting Church (NSW) Trust Association Limited ACN 000 022 480, ABN 89 725 654 978, AFSL 292186 and by The Uniting Church in Australia Property Trust (NSW) ABN 77 005 284 605 pursuant to a s.911A Corporations Act 2001 (Cth.) authorisation and APRA Banking Exemption No. 1 of 2006 (“Uniting Financial Services”), for The Uniting Church in Australia, Synod of NSW and the ACT pursuant to ASIC Regulatory Guide 87 exemptions. Uniting Financial Services® is a registered trademark of The Uniting Church (NSW) Trust Association Limited and is used with permission by The Uniting Church in Australia Property Trust (NSW). Neither The Uniting Church in Australia, Synod of NSW and the ACT nor Uniting Financial Services is prudentially supervised by APRA. An investment with or contributions will not benefit from the depositor protection provisions of the Banking Act 1959. All financial services and products are designed for investors who wish to promote religious and charitable purposes and for whom profit considerations are not of primary importance in their decision to invest.

This Product Disclosure Statement (PDS) may only be used by persons who receive it in Australia. The information in this PDS does not constitute an offer in any jurisdiction other than Australia.

## **Non-Cash Payment Products**

Part 1 of 3

This PDS is dated as of the latest date borne by any of the documents which comprise it. This core document is dated 1 March 2010.

This document should be read in full before you make a decision to acquire any of the products described in it from The Uniting Church (NSW) Trust Association Limited. All information provided in this document is general information and does not take into account your individual financial objectives, situation or specific needs. We do not provide personal advice and we recommend you should obtain independent advice to ensure that you understand the products offered and that they are appropriate for your objectives and needs.

We recommend that after reading this document you establish whether, given

your circumstances, the products described in it are suitable to you. If you do decide to obtain one of the products described in this document, then we strongly recommend you retain this document for future reference.

Information in this PDS is subject to change from time to time and may be updated as described in this document. If we introduce or increase fees or charges, we will give you 30 days notice prior to the change taking effect.

If you received this document electronically or if you received any updated information other than in writing, we will provide a paper copy free on request.

If you would like further information, please ask us. Further information about our products and services is available on our website [unitingfinancial.com.au](http://unitingfinancial.com.au).

Part 1 of 3 Dated 1 March 2010

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## **PART 3**

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Refer separate schedule which forms part of the PDS Document.

# PART 1

## 1. Definitions

**Access Code** means the code used in conjunction with your Login Code to access Uniting Online or Uniting by Phone.

**Account** means the account/investment held at your financial institution from which we are authorised to arrange for funds to be debited.

**AFSL** means Australian Financial Services Licence.

**APRA** means Australian Prudential Regulation Authority.

**ASIC** means Australian Securities and Investments Commission.

**At Call Investment** means any investment that has funds available for withdrawal at any time subject to the individual terms and conditions and is subject to a variable interest rate.

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

**Biller** A Payer Institution Member of the BPAY® Scheme. BPAY® – ® Registered to BPAY Pty Ltd ABN 69 079 137 518

**BPAY® Payments** is an electronic payment service which enables bills to be paid to various Biller institutions participating in the BPAY® Scheme. BPAY® is available to Uniting Financial Services investors via Uniting Online.

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

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

**Cleared Funds** means the balance of your investment less the sum of:

- The minimum balance (if applicable);
- Cheques deposited to that investment that have not been cleared; and
- Any other deposits to that investment that have not been cleared.

**Cut-off Time** means the time specified by us, which is 4:30pm Sydney time after which the transaction may not be fully processed until the following Business Day.

**Debit Day** means the day that a debit payment is due to be made.

**Debit Payment** means a particular transaction where a debit is made.

**Direct Debit** means a payment facility through which regular payments are made from your Account or investment to any Uniting Financial Services investment or other financial institution account.

**Direct Debit Request** means the Direct Debit Request between you and us.

**GST** means any tax imposed on the supply of any goods or services, real or personal property or other similar things or similar tax.

**ID Number** means the unique number we use to identify you on Uniting Financial Services computer systems.

**Login Code** means either your ID number or any alpha numeric combination assigned (and within the set limits in relation to length and mix of characters) as a Login Code for access to Uniting Online or Uniting by Phone.

**Payment Date** means the date on which you instruct us to make a payment.

**Periodic Payment** means an automated payment which enables a specified amount to be debited from specific Uniting Financial Services At Call Investments and then be credited to another party on a pre-arranged basis. This can be a regular or one-off payment.

**PDS** means this Product Disclosure Statement.

**Times** in this PDS and the terms and conditions are based on NSW Eastern Standard Time or Eastern Daylight Saving Time when in operation.

**Uniting by Phone** means any service we offer through the telephone to enable you to receive information from us and to transmit instructions to us, in relation to investments with Uniting Financial Services.

**Uniting Financial Services Cheque** is a cheque which is issued by us and drawn on us.

**Uniting Online** means any service we offer through the internet to enable you to receive information from us and to transmit instructions to us electronically, in relation to investments with Uniting Financial Services.

**User** means you and (where permitted by us) any person you authorise to be an authorised signatory to an investment or loan.

**We, us and our** means Uniting Financial Services.

**You and your** means the investor who is subject to these terms and conditions or if there is more than one of you then all of you jointly and each of you severally. You includes your successors and assigns. The singular includes the plural and vice versa.

## **2. Purpose and Contents of this Product Disclosure Statement (“PDS”)**

This PDS is designed to provide you with important information regarding the Uniting Financial Services non-cash payment products we offer, including the following information:

- Who we are;
- How you can contact us;
- Which products we are authorised to offer;
- Key features/risks/benefits of these products;
- Any (potential) conflicts of interest we may have; and
- Our internal and external dispute resolution process.

The information in this PDS is subject to change from time to time. Where changes are material, we will issue a revised or supplementary PDS to all investors. This PDS does not constitute an offer or solicitation to anyone outside Australia.

If you would like further information, this is available at [unitingfinancial.com.au](http://unitingfinancial.com.au) or by calling our friendly Service Team on 1300 133 673.

### **3. Name of Issuer and Australian Financial Services Licence (AFSL) holder**

The issuer is The Uniting Church (NSW) Trust Association Limited ACN 000 022 480 AFSL 292186. Financial services are provided by The Uniting Church (NSW) Trust Association Limited and by The Uniting Church Australia Property Trust (NSW) ABN 77 005 284 605 pursuant to a s.911A Corporations Act 2001 (Cth.) authorisation and APRA Banking Exemption No. 1 of 2006 ("Uniting Financial Services"), for The Uniting Church in Australia, Synod of NSW and the ACT pursuant to ASIC Regulatory Guide 87 and ASIC Class Order 02/184 exemption.

Uniting Financial Services® is a registered trademark of The Uniting Church (NSW) Trust Association Limited and is used with permission by The Uniting Church in Australia Property Trust (NSW).

This PDS has been prepared by Uniting Financial Services, and has not been, and is not required to be, lodged with the ASIC (and ASIC takes no responsibility for the contents of this PDS or for the products offered herein).

The Uniting Church (NSW) Trust Association Limited is authorised to "provide general financial product advice, and deal, in relation to non-cash payment products to retail and wholesale clients."

The Uniting Church (NSW) Trust Association Limited utilises loan and credit facilities provided by licensed banks from time to time, and one such provider, Australia and New Zealand Banking Group, currently holds a registered fixed and floating charge over the assets of The Uniting Church (NSW) Trust Association Limited in respect of any outstanding payment obligations owing to them. If you have any questions or concerns regarding this charge, please contact us using the details provided in Section 4 below.

### **4. Contact details of Uniting Financial Services**

Uniting Financial Services  
Level 3, 222 Pitt Street Sydney NSW 2000  
Mail: PO Box A2178 Sydney South, NSW 1235  
Telephone: 1300 133 673  
Facsimile: 02 9267 4965  
Email: [contactus@unitingfinancial.com.au](mailto:contactus@unitingfinancial.com.au)  
Website: [unitingfinancial.com.au](http://unitingfinancial.com.au)

### **5. Which non-cash payment products are offered by Uniting Financial Services?**

A person makes a non-cash payment if they make payments or cause payments to be made through a facility, other than through the physical delivery of cash. Uniting Financial Services is authorised to provide non-cash payment facilities and offers the following non-cash payment products:

- Uniting by Phone;
- Uniting Online including BPAY®;
- Cheque Facility (Uniting Church organisations only);
- Direct Debit Request; and
- Periodic Payment Request.

In the following sections we provide further detail as to the nature, key benefits and key risks of utilising non-cash payment products. This information is a summary of the significant issues, and is not intended to be exhaustive. We recommend that, if you are not fully familiar with such products, you obtain independent advice before proceeding with a transaction.

The specific contractual terms and conditions which will apply to your dealings in these products are detailed later in this PDS.

## 6. Uniting by Phone

Uniting by Phone is a facility provided by Uniting Financial Services to facilitate day-to-day management of your investment(s) and/or loans with us. You simply dial 1300 133 673 and follow the prompts.

You will be required to enter your Login and/or Access Codes after which you may use the facility to obtain balances, recent transaction and interest earned information, effect fund transfers, or speak to one of our staff (during our business hours). If at any time you believe your Login and/or Access Code have been misused, lost, or compromised in any way, you must inform us immediately.

### Key Features and Benefits

- From any touch tone telephone in Australia, Uniting by Phone provides you with access to your investment(s) and/or loans 24 hours a day, seven days a week.
- Uniting by Phone is an automated system, so all you have to do is follow the prompts.
- Access to your investment(s) and/or loans via Uniting by Phone is protected through the issue of a unique Login and/or Access Code.

### Key Risks

- If you divulge your Login and/or Access Code to a third party, you may be liable for any losses sustained as a result of the actions of such third party.
- If at any time you believe your Login and/or Access Code 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.
- We cannot enable your Uniting by Phone access if you do not provide us with sufficient or accurate information.
- Transfer of funds is only possible from At Call Investments
  - If instructions are received before the Cut-off Time, transfers to other Uniting Financial Services investment(s) will occur immediately.
  - If instructions are received before the Cut-off Time, the funds destined for an account with another financial institution may not be credited to the destination account, due to circumstances beyond our control, until the following Business Day.
  - Transactions effected after the Cut-off Time will be processed to the other financial institution on the next Business Day.
- We cannot warrant that data you transmit via Uniting by Phone is totally secure.
- Disruption to computer and/or telecommunications systems may occur from time to time resulting in the temporary unavailability of this service.

## Costs

- There is no fee and no additional transaction costs if you use our Uniting by Phone service. However, you will incur the cost of a local telephone call and it will be charged to your telephone account. Higher costs may apply if using a mobile telephone.
- Refer Part 3 of this PDS for the Fee Schedule.

Please ensure you read Section 18 in this PDS for the specific terms and conditions which will apply to this product.

## 7. Uniting Online

Uniting Online is a facility provided by Uniting Financial Services to facilitate day-to-day management of your investment(s) with us. You will be provided with a Login and/or Access Code to gain access to your investment(s) from any computer which has an internet connection with a compatible browser, by logging on to [unitingfinancial.com.au](http://unitingfinancial.com.au).

By setting up access to Uniting Online, you will be able to do one or more of the following:

- (i) Enquiry Only Access** – enables authorised users to view balances and transaction history. No transactions can be undertaken at this level.
- (ii) Full Access** – enables authorised users to do, for example:
  - View At Call Investment(s) balances;
  - View transaction history;
  - Download transactions;
  - Transfer funds from one Uniting Financial Services At Call Investment to another or to a Uniting Financial Services loan;
  - Transfer funds from your Uniting Financial Services At Call Investment(s) to external accounts (provided you have a BSB and account name & number). A default daily limit applies;
  - Request a Uniting Financial Services Cheque;
  - Uniting Church organisations with a Cheque Facility can request a cheque or batch of cheques to be printed (electronic cheque book);
  - Pay bills using BPAY® Electronic Payment Service. See below Section 20 for 'Terms and Conditions – BPAY® Electronic Payment Service' for full details;
  - Print a transaction listing;
  - Customise Uniting Online screen to suit your needs; and
  - Authorised users of Uniting Church organisations which operate cheque facilities with Uniting Financial Services can also use Uniting Online to stop payments on cheques.

If at any time you believe your access method, Login and/or Access Code have been misused, lost, or compromised in any way, you must inform us immediately.

## Key Features and Benefits

- Uniting Online provides you with access to your investment(s) and loan(s) 24 hours a day, seven days a week.
- The security system utilises the same level of encryption as other financial institutions to facilitate the safety and privacy of your transactions.

- The security of Uniting Online to access your investment(s) and loan(s) is maintained through the issue of a unique Login and/or Access Code.

## Key Risks

- If you divulge your Login and/or Access Code to a third party, you may be liable for any losses sustained as a result of the actions of such third party.
- If at any time you believe your Login and/or Access Code 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.
- We cannot enable your Uniting Online access, and cannot accept liability for transfers where you do not provide us with sufficient or accurate information.
- Transfer of funds is only possible from certain At Call Investment(s)
  - If instructions are received before the Cut-off Time transfers to other Uniting Financial Services investment(s) will occur immediately.
  - If instructions are received before the Cut-off Time, the funds destined for an account with another financial institution may not be credited to the destination account, due to circumstances beyond our control, until the following Business Day.
  - Transactions effected after the Cut-off Time will be processed to the other financial institution on the next Business Day.
- We cannot warrant that data you transmit via Uniting Online is totally secure.
- Disruption to computer and/or telecommunications systems may occur from time to time resulting in the temporary unavailability of this service.
- We recommend that you protect yourself when online by installing and maintaining on your computer up to date virus detection and other online security software.

## Costs

- Uniting Financial Services does not charge a fee for the provision of access to the Uniting Online facility.
- Refer Part 3 of this PDS for the Fee Schedule.

Please ensure you read Section 19 in this PDS for the specific terms and conditions which will apply to this product.

## 8. BPAY® Electronic Payment Service

### Key Features and Benefits

- The convenience and ease to make payments to institutions participating as Billers in the BPAY® Scheme.
- BPAY® Payments can be one-off or scheduled payments for due dates.

### Key Risks

- You will need to ensure that sufficient cleared funds are available.
- Any refund of funds debited will need to be organised directly with the Biller you are paying unless the debit was the result of an error made by Uniting Financial Services.
- Disruption to computer and/or telecommunication system may occur from time to time resulting in temporary unavailability of this service.

- ⌘ Transactions effected after the Cut-off Time cannot be guaranteed to be processed to the other financial institution until the following Business Day.

## Costs

- ⌘ Uniting Financial Services does not charge a fee for the provision of the BPAY® service. Refer to Part 3 of this PDS for the Fee Schedule.

Please ensure you read Section 20 in this PDS for the specific terms and conditions which will apply to this service.

## 9. Cheque Facility [Uniting Church organisations only]

A cheque is an unconditional written order to pay a sum of money by one party to another. It is signed and requires the financial institution to pay the sum specified therein, upon presentation of the cheque.

Uniting Financial Services can provide Uniting Church organisations with a cheque facility. This facility provides easy access to your funds with all funds available at call.

You must always ensure that:

- ⌘ Sufficient available funds are held when you draw a cheque; and
- ⌘ You draw a cheque in a way that does not facilitate fraud.

If at any time you believe a cheque or cheque book has been misused, lost, or stolen, you must inform us immediately.

## Key Features and Benefits

- ⌘ A cheque is a convenient and common method of making payments.
- ⌘ Maintaining a record of cheques written to pay accounts provides a useful bookkeeping reference for reconciliation purposes.
- ⌘ Statements are issued monthly.

## Key Risks

- ⌘ Uniting Financial Services 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 are required to notify Uniting Financial Services immediately if your cheque book (or a cheque) is lost or stolen. You may be liable for any losses sustained as a result and prior to notifying such loss/theft to Uniting Financial Services.
- ⌘ You will need to ensure that sufficient cleared funds are held to cover cheques drawn.
- ⌘ A cheque may be dishonoured in certain circumstances.

## Costs

- ⌘ Uniting Financial Services does not charge transaction or investment maintenance fees in relation to the provision of a Cheque Facility.
- ⌘ Dishonour fees may apply where there are insufficient funds to cover the payment of a cheque.

➤ Refer Part 3 of this PDS for the Fee schedule.

Please ensure you read Section 21 in this PDS for the specific terms and conditions which will apply to this product.

## 10. Direct Debit Request

A Direct Debit Request uses an automated payment system which enables an amount to be debited and then credited on a pre-arranged, periodic (or one-off) basis.

### Key Features and Benefits

- The convenience and ease of pre-arranging regular payments for a set or indefinite timeframe without having to arrange individual payments or transfers each time.
- Automatic payments can be one-off or periodic/regular payments.

### Key Risks

- You will need to ensure that sufficient cleared funds are held to cover the Direct Debit amount.
- If you wish to cease the Direct Debit, you may need to contact the recipient of the funds, as well as notify Uniting Financial Services.
- Any refund of funds debited will need to be organised directly with the party you are paying unless the debit was the result of an error made by Uniting Financial Services.
- Disruption to computer and/or telecommunications systems may occur from time to time resulting in the temporary unavailability of this service.

### Costs

- Uniting Financial Services does not charge a fee for the provision of the Direct Debit Request. However, transfers to accounts held at other financial institutions may incur a fee per transaction.
- A dishonour fee will apply where there are insufficient funds in the nominated Account to cover the direct debit payment.
- Refer Part 3 of this PDS for the Fee Schedule.

Please ensure you read Section 22 in this PDS for the specific terms and conditions which will apply to this product.

## 11. Periodic Payment Request

A Periodic Payment Request uses an automated payment system which enables an amount to be debited and then credited on a pre-arranged, periodic (or one-off) basis.

### Key Features and Benefits

- The convenience and ease of pre-arranging regular payments for a set or indefinite timeframe without having to arrange individual payments or transfers each time. Automatic payments can be one-off or periodic/regular payments.

### Key Risks

- You will need to ensure that sufficient cleared funds are held to cover the Periodic Payment amount.

- Any refund of funds debited will need to be organised directly with the party you are paying unless the debit was the result of an error made by Uniting Financial Services.
- Disruption to computer and/or telecommunications systems may occur from time to time resulting in the temporary unavailability of this service.

## Costs

- Uniting Financial Services does not charge a fee for the establishment or the provision of making Periodic Payments. However, transfers to accounts held at other financial institutions may incur a fee per transaction.
- A dishonour fee will apply where there are insufficient funds in the nominated Account to cover the Periodic Payment.
- Refer Part 3 of this PDS for the Fee Schedule.

Please ensure you read Section 23 in this PDS for the specific terms and conditions which will apply to this product.

## 12. Documentation

Uniting Financial Services will provide you with an application or authorisation form in order to facilitate your utilisation of our non-cash payment products described in Sections 6 to 11, which you will need to complete, sign and return, prior to using these services. Uniting Financial Services reserves the right to request any additional documentation it needs. This may include, but is not limited to, information required to confirm the identity of authorised signatories to any product. Any additional requirements will be advised at the time of your enquiry. An application or authorisation form may be accepted or rejected by Uniting Financial Services in its absolute discretion.

Please contact us for a copy of the relevant form. You should read the terms and conditions detailed in this PDS carefully and seek independent legal and/or financial advice should you have any concerns, prior to signing the relevant form.

Uniting Financial Services provides general advice ONLY (which does not take into account your financial objectives, situation or needs) in relation to all non-cash payment products offered.

## 13. Remuneration/Benefits/Commissions expected to be received by Uniting Financial Services in relation to the provision of our financial services

Employees and directors of Uniting Financial Services are remunerated by way of salary and other benefits. No commissions are paid.

## 14. Disclosure of any relevant conflicts of interest

We do not have any relationships or associations which might influence us in providing you with our services.

## 15. Dispute Resolution

Uniting Financial Services has an internal dispute resolution process in place to resolve any complaints or concerns you may have, quickly and fairly. Any

complaints or concerns should be directed to the Complaints Handling Officer (by telephone, fax, or letter) at the address and telephone/fax numbers provided in Section 4 of this PDS.

We will seek to resolve and respond to complaints promptly and fairly. We will investigate your complaint, and provide you with our decision, and the reasons on which it is based, in writing.

If you are dissatisfied with the outcome, you have the right to lodge a complaint with the Financial Ombudsman Service (contact details below), an approved external dispute resolution scheme, of which we are a member.

Financial Ombudsman Service  
GPO Box 3  
Melbourne VIC 3001  
Telephone: 1300 780 808  
Fax: 03 9613 6399  
Email: [info@fos.org.au](mailto:info@fos.org.au)  
Website: [fos.org.au](http://fos.org.au)

## **16. Privacy and Collection of Information**

If you make an application or you are a signatory to our non-cash payment products, we collect and use the information and documents provided to substantiate your identity, authenticate your signature and to enable us to provide investment services to you and manage your investment. We may use your information to provide you with information and marketing material about other products and services provided by Uniting Financial Services, unless you have ticked the opt-out box on the application form. You may ask to be removed from our mailing list at any time by contacting us on the telephone numbers or by writing to our Privacy Officer at the address provided in Section 4 of this PDS.

We do not provide your information to any other organisation without your consent, other than to those organisations which provide administrative or other services as part of the operation of our business or as otherwise disclosed above. You may request access to information held by us about you or you may wish to update your personal or financial information by writing to our Privacy Officer. Our privacy policy is available on our website.

If at any time you provide information about another person to us, then you must first ensure that that person has read and understood this statement and has consented to that information being used and disclosed by us as set out above.

## **17. Anti-Money Laundering and Counter-Terrorism Financing Act Obligation**

Uniting Financial Services must meet regulatory and compliance obligations and 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 Uniting Financial Services may disclose the information gathered to regulatory and/or law enforcement agencies or where required by law.

You declare and undertake to Uniting Financial Services and indemnify Uniting Financial Services 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 law of any other country).

## **18. Terms and Conditions – Uniting by Phone**

### **General terms and conditions**

- a. You can register for Uniting by Phone by completing an application form. Signing the application form signifies your acceptance of these terms and conditions.
- b. The use of Uniting by Phone is also subject to the terms and conditions applicable to your Uniting Financial Services investment. Please refer to the relevant documents for your investment for further details.
- c. You may terminate your access to Uniting by Phone at any time by giving notice in writing to Uniting Financial Services.
- d. Uniting Financial Services may at any time terminate or suspend access to Uniting by Phone for you or your authorised users for any reason.
- e. You authorise Uniting Financial Services to allow access to each of your investment(s) for each of your authorised users.
- f. Information available through Uniting by Phone will reflect the most up to date information possible. Uniting Financial Services cannot be held responsible for any loss or liability, real or contingent, for lack of access availability or out of date information.
- g. It is your responsibility to use other means of effecting a transaction or obtaining information if for any reason you are unable to use Uniting by Phone.
- h. Uniting Financial Services will make reasonable efforts to ensure the availability of Uniting by Phone during the hours specified by us from time to time. However, we are not liable to you for, or in connection with, the failure of Uniting by Phone to perform any function which we have specified it will perform, or any delays or errors in the execution of a transaction or payment instruction, because of the failure of the communication network or any other circumstance beyond our reasonable control.
- i. Uniting Financial Services will endeavour to ensure all transfer instructions are carried out in accordance with your or your authorised users' instructions but cannot be held responsible for any loss, real or contingent for any failure to do so.
- j. Uniting Financial Services will take reasonable precautions to ensure that information transmitted by us about your investment(s) remains confidential and protected from unauthorised access.
- k. You will indemnify and keep us indemnified fully in respect of any claims, actions, losses, damages or expenses howsoever arising and by whomsoever caused, made against or incurred by us in respect of any matters resulting from your use of Uniting by Phone.

### **Login and Access Codes**

- a. Uniting Financial Services will provide individual Login and/or Access Codes for each of your authorised users, where applicable. You must notify us in writing if you wish to amend your authorised users.

- b. You acknowledge and accept that Uniting Financial Services cannot verify by way of signature comparison whether access was correct and authorised but accept that the use of the correct Login and/or Access Codes is the equivalent to the use of an authorised signature(s).
- c. You are obligated to protect your Login and/or Access Codes from unauthorised access or use, as all transactions effected via Uniting by Phone shall be considered properly authorised and valid by Uniting Financial Services, and shall be binding on you, upon inclusion of the correct Login and/or Access Codes whether authorised by you or not.
- d. You may authorise the use of a Login and/or Access Code to others who must be authorised signatories for operations on your investment(s) by completing the necessary forms.
- e. You agree to take full responsibility for all transactions effected through Uniting by Phone where the correct Login and/or Access Codes of you or your authorised users is utilised.
- f. You agree to change the initial Access Code issued by Uniting Financial Services upon receipt and maintain the confidentiality of that Access Code and ensure your authorised users do likewise.
- g. You agree to change your Access Code on a regular basis not exceeding 90 days and ensure your authorised users do likewise.
- h. You agree to advise Uniting Financial Services immediately if your Login and/or Access Code or that of your authorised users becomes known to unauthorised persons or if you suspect that they have become known to unauthorised persons.

These terms and conditions shall not restrict or modify the provisions of the Trade Practices Act 1974 (as amended) or any equivalent State or Territory legislation and the rights conferred by such provisions.

We may change the terms and conditions that apply to your investments, your investment access channels (eg Uniting Online and/or Uniting by Phone) or any product or service outlined in this PDS.

We will provide updated information by giving you notice (if this were required, such as if the change were materially adverse to you) or by posting the information on our website. You can obtain a paper copy of any information without charge by contacting us using the details provided in Section 4 of this PDS. Your use of Uniting by Phone after notification of variation to these terms and conditions shall constitute acceptance of the varied terms and conditions.

## **19. Terms and Conditions – Uniting Online**

### **General terms and conditions**

- a. You or your nominated authorised users can register for access to Uniting Online by completing an application form. Signing the application form signifies your acceptance of these terms and conditions.
- b. The use of Uniting Online is also subject to the terms and conditions applicable to your Uniting Financial Services investment. Please refer to the relevant document for your investment.
- c. You may terminate your access to Uniting Online at any time by giving notice in writing to Uniting Financial Services.

- d. Uniting Financial Services may at any time terminate or suspend access to Uniting Online for you or your authorised users for any reason.
- e. You authorise Uniting Financial Services to allow access to each of your investment(s) to the access level requested for each of your authorised users.
- f. Information available through Uniting Online will reflect the most up to date information possible. Uniting Financial Services cannot be held responsible for any loss or liability, real or contingent, for lack of access availability or out of date information.
- g. It is your responsibility to use other means of effecting a transaction or obtaining information if for any reason you are unable to use Uniting Online.
- h. Uniting Financial Services will make reasonable efforts to ensure the availability of Uniting Online and to reflect the most up to date information. However, we are not liable to you for, or in connection with, the failure of Uniting Online to perform any function which we have specified it will perform, or delays or errors in the execution of a transaction or payment instruction, because of the failure of the communication network or any circumstance beyond our reasonable control.
- i. Uniting Financial Services will endeavour to ensure all transfer instructions are carried out in accordance with your or your authorised users' instructions but cannot be held responsible for any loss, real or contingent for any failure to do so.
- j. We will take reasonable precautions to ensure that information transmitted by us about your investment(s) remains confidential and protected from unauthorised access.
- k. You will indemnify and keep us indemnified fully in respect of any claims, actions, losses, damages or expenses howsoever arising and by whomsoever caused, made against or incurred by us in respect of any matters resulting from your use of Uniting Online.

## Login and Access Codes

- a. Uniting Financial Services will provide individual Login and/or Access Codes for each of your authorised users, where applicable. You must notify us in writing if you wish to amend your authorised users.
- b. You acknowledge and accept that Uniting Financial Services cannot verify by way of signature comparison whether access was correct and authorised but accept that the use of the correct Login and/or Access Codes is the equivalent to the use of an authorised signature(s).
- c. You are obligated to protect your Login and/or Access Codes from unauthorised access or use, as all transactions effected via Uniting Online shall be considered properly authorised and valid by Uniting Financial Services, and shall be binding on you, upon inclusion of the correct Login and/or Access Codes whether authorised by you or not.
- d. You may authorise the use of a Login and/or Access Code to other users who must be authorised signatories for operations on your investment(s) by completing the necessary forms.
- e. You agree to take full responsibility for all transactions effected through Uniting Online where the correct Login and/or Access Codes of you or your authorised users is utilised.
- f. You agree to change the initial Access Code issued by Uniting Financial Services upon receipt and maintain the confidentiality of that Access Code and ensure your authorised users do likewise.

- g. You agree to change your Access Code on a regular basis not exceeding 90 days and ensure your authorised users do likewise.
- h. You agree to advise Uniting Financial Services immediately if your Login and/or Access Code or that of your authorised users becomes known to unauthorised persons or if you suspect that they have become known to unauthorised persons.

These terms and conditions shall not restrict or modify the provisions of the Trade Practices Act 1974 (as amended) or any equivalent State or Territory legislation and the rights conferred by such provisions.

We may change the terms and conditions that apply to your investments, your investment access channels (eg. Uniting Online and/or Uniting by Phone) or any product or service outlined in this PDS.

We will provide updated information by giving you notice (if this were required, such as if the change were materially adverse to you) or by posting the information on our website. You can obtain a paper copy of any information without charge by contacting us using the details provided in Section 4 of this PDS. Your use of Uniting Online after notification will constitute acceptance of the varied terms and conditions.

## **20. Terms and Conditions – BPAY® Electronic Payment Service**

### **20.1 BPAY® Scheme**

- a. We are a Payer Institution Member of the BPAY® Scheme. The BPAY® Scheme is an electronic payments scheme through which you can ask us to make payments on your behalf to organisations (Billers) who tell you that you can make payments to them through the BPAY® Scheme (BPAY® Payments); and We will tell you if we are no longer a Payer Institution Member of the BPAY® Scheme.
- b. When you tell us to make a BPAY® Payment, you must give us the information specified in Section 20.4 below. We will then debit your nominated At Call Investment with the amount of that BPAY® Payment.

### **20.2 How to use the BPAY® Scheme**

- a. You may make a BPAY® Payment from any At Call Investment with us unless the terms and conditions of that investment specifically exclude the use of BPAY® Payments.
- b. You can make a BPAY® Payment by:
  - (i) Uniting Online; and
  - (ii) Any other method that we may advise from time to time.
- c. You must comply with the terms and conditions applying to the At Call Investment to which you request us to debit a BPAY® Payment, to the extent that those investment terms are not inconsistent with or expressly overridden by the BPAY® terms and conditions. The BPAY® terms and conditions set out below are in addition to those terms.

If there is any inconsistency between the terms and conditions applying to the At Call Investment and the BPAY® terms and conditions, the BPAY® terms and conditions will apply to the extent of that inconsistency.

- d. 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 between you and that Biller.

## 20.3 Payments

- a. We will not accept an order to stop a BPAY® Payment once you have instructed us to make that BPAY® Payment.
- b. You should notify us immediately if you become aware that you may have made a mistake (except when you make an underpayment) – for those errors see Section 20.9.2 and 20.9.3 when instructing us to make a BPAY® Payment, or if you did not authorise a BPAY® Payment that has been made from your At Call Investment. Section 20.9 Liability below describes when and how we will arrange for such a BPAY® Payment (other than in relation to an underpayment) to be refunded to you.
- c. Subject to Section 20.5, 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:
  - (i) On the date you make that BPAY® Payment, if you tell us to make the BPAY® Payment before our Cut-off Time on a Business Day; or
  - (ii) 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.
- d. A delay may occur in processing a BPAY® Payment where:
  - (i) The day after you tell us to make a BPAY® Payment is not a Business Day;
  - (ii) You tell 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;
  - (iii) Another financial institution participating in the BPAY® Scheme does not comply with its obligations under the BPAY® Scheme; or
  - (iv) A Biller fails to comply with its obligations under the BPAY® Scheme.
- e. While it is expected that any delay in processing under this agreement for any reason set out in Section 20.3d. will not continue for more than one Business Day, any such delay may continue for a longer period.
- f. You must be careful to 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 between the amount actually paid to a Biller and the amount you needed to pay.

## 20.4 Information you must give us

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

- (i) The Biller Code of the Biller to be paid;
- (ii) The Payer's Customer Reference Number;
- (iii) The amount of the payment; and
- (iv) Details of your At Call Investment to be debited with the amount of the payment.

You acknowledge that we are not obliged to effect 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.

## 20.5 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. Cut-off Time is 4.30 pm Sydney time.

The payment, however, may take longer to be credited to a Biller on a day which is not a Business Day.

## 20.6 Valid payment direction

We will treat your instruction to make a BPAY® Payment as valid if, when you give it to us, you comply with:

- (i) Written requests are signed in accordance with the current signing authority with us; and
- (ii) If using Uniting Online that valid Login and/or Access Codes are supplied. Refer to Section 19 of the current PDS.

## 20.7 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 At Call Investment 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.

## 20.8 Payment queries and complaints

- a. If you have any queries regarding any BPAY® Payment you should first contact us. We may ask for any queries to be submitted in writing to ensure that only authorised parties receive information;
- b. If you have a complaint regarding BPAY® Payment we will seek to resolve and respond to complaints promptly and fairly, and will investigate your complaint, and provide you with our decision, and the reasons on which it is based, in writing;
- c. If a query or complaint is not so resolved as contemplated in (a.) or (b.) between you and us within 20 Business Days of the date that you notified us of the query or complaint, then the applicable mechanisms for the resolution of disputes are set out in Section 15 of this PDS.
- d. If you are dissatisfied with the outcome, you have the right to lodge a complaint with the Financial Ombudsman Service (contact details in Section 15 of this PDS), an approved external dispute resolution scheme, of which we are a member.

## 20.9 Liability

### 20.9.1 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; and
- (ii) The limit (if any) of your liability set out in Section 20.9.

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.

### **20.9.2 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 promptly 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 At Call Investment; or
- (iii) If you think 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 20.9 and Section 20.10, we will not be liable for any loss or damage you suffer as a result of using the BPAY® Scheme.

The longer the delay between when you tell 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.

### **20.9.3 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 At Call Investment was debited for the amount of that payment, we will credit that amount to your At Call Investment. However, if you were responsible for a mistake resulting in that 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.

### **20.9.4 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 At Call Investment with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if:

- (i) We can not recover within 20 Business Days of us attempting to do so that amount from the person who received it; and
- (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.

### **20.9.5 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.

### **20.9.6 Resolution principles**

If a BPAY® Payment you have made falls within the type described in section 20.9.4. and also Sections 20.9.3 or 20.9.5, then we will apply the principles stated in Section 20.9.4.

If a BPAY® Payment you have made falls within both the types described in Sections 20.9.3 and 20.9.5, then we will apply the principles stated in section 20.9.5.

### **20.9.7 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; or
- (ii) Acted negligently or fraudulently in connection with this agreement.

### **20.9.8 Biller consent**

If you tell us that a BPAY® Payment made from your At Call Investment is unauthorised, you must first give us your written consent addressed to the Biller who received that BPAY® Payment, consenting to us obtaining from the Biller information about your account with that Biller or the BPAY® Payment, including your customer reference number and such information as we reasonably require to investigate the BPAY® Payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY® Payment.

## **20.10 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 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.

## **20.11 Changes to terms and conditions**

We may change the terms and conditions that apply to your investments, your investment access channels (eg Uniting Online and/or Uniting by Phone) or any product or service outlined in this PDS.

We will provide updated information by giving you notice (if this were required, such as if the change were materially adverse to you) or by posting the information

on our website. You can obtain a paper copy of any information without charge by contacting us using the details provided in Section 4 of this PDS.

## 20.12 Investment records

You should check your At Call Investment records carefully and promptly report to us as soon as you become aware of them any BPAY® Payments that you think are errors or are BPAY® Payments that you did not authorise or you think were made by someone else without your permission.

## 20.13 Suspension

- a. We may suspend your right to participate in the BPAY® Scheme at any time.
- b. The circumstances in which we may suspend your right to participate are:
  - (i) You or anyone acting on your behalf are suspected of acting in a fraudulent manner; or
  - (ii) In circumstances we consider appropriate.

## 20.14 Privacy

- a. If you use the BPAY® Scheme, you:
  - (i) Agree to our 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 and 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;
  - (ii) Such of your personal information (for example your name, email address and the fact that you are an investor with Uniting Financial Services) as is necessary to facilitate your registration for or use of the BPAY® Scheme; and
  - (iii) Such of your transactional information as is 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;
- b. 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 Section 20.14a as necessary.
- c. You can request access to your information held by us by using the contact details in Section 4 of this PDS, BPAY® Pty Ltd or its agent at Level 11, 1 York St Sydney NSW 2000 Telephone: (02) 8252 0500, Cardlink Services Limited, Cnr Park Rd and South Pde, Auburn NSW 2144 Telephone: 02 9646 9222.
- d. 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.

## 21. Terms and Conditions – Cheque Facility (Uniting Church organisations only)

### General terms and conditions

- a. Signing the application form provided by Uniting Financial Services 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 Uniting Financial Services At Call Investment. Please refer to the relevant documents for your At Call Investment.
- 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 authority you give us.
- d. You agree that any cheque drawn on your Cheque Facility will be debited to that investment 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 or fees and charges applicable thereto via any such other means as considered appropriate by Uniting Financial Services.
- f. Uniting Financial Services reserves the right to withdraw your Cheque Facility at any time if it is believed that the service is not being used in a satisfactory manner. A letter advising that the facility has been withdrawn shall be forwarded to your last known address.
- g. Uniting Financial Services cheque books remain the property of Uniting Financial Services and must be returned immediately upon request.
- h. Uniting Financial Services reserves the right to refuse and will not be held 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 Uniting Financial Services.
- j. Cancellation of a Cheque Facility must be notified in writing to Uniting Financial Services.
- k. Uniting Financial Services may at its discretion require new or existing Cheque Facility holders to lodge a minimum opening balance or have 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 by whomsoever caused, made against or incurred by us in respect of any matters resulting from your use of the Cheque Facility.

### Safety precautions

- a. 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.
- b. You are advised to safeguard your cheques against possible theft, loss or misuse.
- c. You must keep your cheques separate from any material which bears your signature, and you must not sign blank cheques.

- d. You will be liable for all loss incurred as a result of the loss, misuse or theft of cheques, prior to notification to Uniting Financial Services.
- e. Subject to applicable law, Uniting Financial Services shall not be held responsible or liable for any arrangement or transaction which is conducted or processed by us on your behalf, or for any delay or failure in processing a transaction on your behalf, or for any other actions taken or not taken in relation to your Cheque Facility.

### **Notification of unauthorised use**

- a. When a cheque or cheque book is lost or stolen or subject to unauthorised use, it must be reported immediately to Uniting Financial Services. Confirmation in writing of the loss/theft must be received by Uniting Financial Services within three Business Days of verbal notification.
- b. You should carefully review your statements and notify us immediately of any errors. This can help reduce fraud. If you do not notify us within two weeks of receiving your statement, then you agree that you do not have the right to make a claim against us regarding any unauthorised transaction noted therein.

### **No credit**

- a. If Uniting Financial Services honours a cheque when there are insufficient funds to cover the cheque, you agree to incur and repay the debt up to the amount that the cheque, plus any debit interest due and payable, and fees may have overdrawn your investment.
- 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 investment to be overdrawn.

### **Stopped cheques**

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

### **Dishonoured cheques**

- a. Uniting Financial Services may, at our discretion, dishonour one of your cheques in certain circumstances, including where there are insufficient cleared funds, or your investment has been closed, or where there is a stop order placed on the cheque, or where the cheque is stale, undated, post-dated, unsigned or materially altered, or due to any other irregularity with the cheque.
- b. A dishonour fee will be charged to cover other financial institution processing costs incurred by Uniting Financial Services.

### **Crossed cheques**

- a. Crossing a cheque (drawing two transverse 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.

## Not negotiable

- a. Inclusion of the words 'not negotiable' on the face of the cheque protects against the transfer of the cheque to anyone other than the named recipient/payee.

## Account payee only

- a. 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 in the cheque as the payee.

## Bearer

- a. 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.

## Changes to terms and conditions

We may change the terms and conditions that apply to your investments, your investment access channels (eg Uniting Online and/or Uniting by Phone) or any product or service outlined in this PDS.

We will provide updated information by giving you notice (if this were required, such as if the change were materially adverse to you) or by posting the information on our website. You can obtain a paper copy of any information without charge by contacting us using the details provided in Section 4 of this PDS.

## 22. Terms and Conditions – Direct Debit Request.

### **You agree to these terms and conditions by signing the Direct Debit Request form.**

#### Debiting your account or Uniting Financial Services investment

By signing a Direct Debit Request you have authorised us to arrange for funds to be debited from your Account or Uniting Financial Services investment. You should refer to the Direct Debit Request and these terms and conditions for the terms of the arrangement between us and you. We will only arrange for funds to be debited from your Account or Uniting Financial Services investment 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 or Uniting Financial Services investment on the following Business Day. If you are unsure about which day your Account or Uniting Financial Services investment has or will be debited you should ask your financial institution.

#### Changes by us

We may vary any details of these terms and conditions or a Direct Debit Request at any time.

#### Changes by you

You may cancel, change or defer your authority for us to debit your account at any time by giving us 14 days notice in writing before the next Debit Day.

## Your obligations

It is your responsibility to ensure that there are sufficient cleared funds available in your Account or Uniting Financial Services investment to allow a debit payment to be made in accordance with the Direct Debit Request. If there are insufficient funds in your Account or Uniting Financial Services investment to meet a Debit payment you may be charged a fee and/or interest by your financial institution. You may also incur fees or charges imposed or incurred by us and you must arrange for the Debit payment to be made by another method or arrange for sufficient cleared funds to be in your Account or Uniting Financial Services investment by an agreed time so that we can process the Debit payment. You should check your Account or Uniting Financial Services investment statement to verify that the amounts debited from your Account or Uniting Financial Services investment are correct.

If we are liable to pay GST on a supply made by us in connection with these terms and conditions, then you agree to pay us on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

## Disputes

If you believe that there has been an error in debiting your Account or Uniting Financial Services investment, you should notify us directly on 1300 133 673 and confirm that notice in writing with us as soon as possible so that we can resolve your query. If we conclude, as a result of our investigations, that your Account or Uniting Financial Services investment has been incorrectly debited we will request your financial institution to adjust your Account or Uniting Financial Services investment (including interest and charges) accordingly. We will also notify you in writing of the amount by which your Account or Uniting Financial Services investment has been adjusted. If we conclude as a result of our investigations that your Account or Uniting Financial Services investment has not been incorrectly debited we will provide you with reasons and any evidence for this finding. Any queries you may have about an error made in debiting your Account or Uniting Financial Services investment should be directed to us in the first instance so that we can attempt to resolve the matter between you and us. If we cannot resolve the matter you can still refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

## Accounts

Direct Debit may not be available on all types of Accounts or investments, so you should check with your financial institution before completing this authority; your Account or Uniting Financial Services investment details which you have provided to us are correct by checking them against a recent Account or Uniting Financial Services investment statement; and with your financial institution before completing the Direct Debit Request to obtain its terms and conditions in relation to a Direct Debit arrangement or if you have any queries about how to complete the Direct Debit Request.

## No 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 you 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. You will

indemnify and keep us indemnified fully in respect of any claims, actions, losses, damages or expenses howsoever arising and by whomsoever caused, made against us in respect of any matters arising from your use of the Direct Debit facility.

## Privacy

We will keep any information (including your Account or Uniting Financial Services investment 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, or for the purposes of these terms and conditions (including disclosing information in connection with any query or claim).

## Notice

If you wish to notify us in writing about anything relating to these terms and conditions you should write to Uniting Financial Services, at the address provided in Section 4 of this PDS. We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit Request. Any notice will be deemed to have been received two Business Days after it is posted.

## Changes to terms and conditions

We may change the terms and conditions that apply to your investments, your investment access channels (eg Uniting Online and/or Uniting by Phone) or any product or service outlined in this PDS.

We will provide updated information by giving you notice (if this were required, such as if the change were materially adverse to you) or by posting the information on our website. You can obtain a paper copy of any information without charge by contacting us using the details provided in Section 4 of this PDS.

## **23. Terms and Conditions – Periodic Payment Request.**

### **You agree to these terms and conditions by signing the Periodic Payment Authority.**

#### General terms and conditions

- a. You shall ensure that sufficient funds are available in the nominated investment to meet all commitments on their due dates.
- b. Uniting Financial Services may terminate the Periodic Payment Request we provide to you at any time, without notice.
- c. You will be required to provide Uniting Financial Services with full details of payee, name of financial institution including BSB and account name and numbers (if applicable), in order for us to facilitate your payment requests.
- d. If the Payment Date falls on a non-Business Day, you must ensure sufficient funds are available to meet all commitments on the last Business Day prior to the Payment Date.
- e. When you instruct us to make a payment to an Account held with another financial institution, we will endeavour to make that payment in accordance with the details you have advised.

## Dishonoured or stopped transactions

- a. If you have insufficient funds in your investment(s), Uniting Financial Services may choose, at our discretion, to honour the transaction. If we so choose to honour the transaction, and your investment becomes overdrawn as a result, you agree to incur and repay the debt up to the amount that the debit, any debit interest due and payable, and dishonour fee exceeds the balance of your investment.
- b. You can arrange for a payment to be stopped or altered if you notify us before the payment is made, and arrange for cancellation or alteration of a Periodic Payment at least one Business Day before the payment is due to be made.
- c. We may at our discretion stop a Periodic Payment at any time. We will notify you in writing should this occur.
- d. The Periodic Payment Authority may be cancelled if the payment is returned due to incorrect account number, account closed or similar and you shall be liable for any fees incurred as a result thereof.

## No liability

- a. It is your sole obligation to ensure the information you provide to us is correct, as Uniting Financial Services will accept no liability or responsibility for payments to incorrect accounts, and any fees resulting there from.
- b. To the extent permitted 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).
- c. If we debit your investment under a Periodic 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.
- d. Uniting Financial Services shall not be liable for any Periodic Payments made in good faith notwithstanding your death or bankruptcy or the revocation of this request by any other means until notice of your death or bankruptcy or of such revocation is received by Uniting Financial Services.

## Changes to terms and conditions

We may change the terms and conditions that apply to your investments, your investment access channels (eg Uniting Online and/or Uniting by Phone) or any product or service outlined in this PDS.

We will provide updated information by giving you notice (if this were required, such as if the change were materially adverse to you) or by posting the information on our website. You can obtain a paper copy of any information without charge by contacting us using the details provided in Section 4 of this PDS.

## **PART 2**

### Interest Rate Schedule

Refer separate schedule which forms part of the PDS Document.

## **PART 3**

### Fee Schedule

Refer separate schedule which forms part of the PDS Document.



**Call: 1300 133 673**

Or write to (no stamp needed):  
Uniting Financial Services  
Reply Paid A2178 Sydney South NSW 1234  
Fax: 02 9267 4965  
Email: [contactus@unitingfinancial.com.au](mailto:contactus@unitingfinancial.com.au)  
[unitingfinancial.com.au](http://unitingfinancial.com.au)

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