

Debit User Terms

Westpac Banking Corporation
ABN 33 007 457 141
("Westpac")

Westpac Place
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Sydney NSW 2000

Effective date: 7 April 2025



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This document sets out additional obligations that apply to the customer as a “Debit User”.

By completing and executing the Direct Entry Debit (or Mixed) Facility Form, the customer, as “Debit User” requests Westpac Banking Corporation ABN 33 007 457 141 (“Westpac”) to sponsor the Debit User’s involvement, or continuing involvement, in the Bulk Electronic Clearing System (CS2) (“BECS”). Such sponsorship is to facilitate the debiting of the accounts of Customers of Westpac and of other Ledger FIs with the amounts specified by the Debit User on media acceptable in terms of BECS.

In consideration of Westpac sponsoring the Debit User, the Debit User agrees (as testified by the Debit User’s execution of the Direct Entry Debit (or Mixed) Facility Form) that, subject to any warranties implied by statute into a contract for the supply of services which cannot be excluded, restricted, or modified by a term of the contract, the following provisions shall have effect. These terms incorporate the provisions of the Direct Entry Facility Product Disclosure Statement to the extent that they are relevant to Debit Users. For further information, please refer to westpac.com.au/pds. Please contact your Westpac Representative to request a free copy of this document.

1. Debit User’s Responsibilities

The Debit User will:

- a. in respect of each new Customer on or after the DDR Implementation Date:
 - i. obtain a valid and binding Direct Debit Request; and
 - ii. enter into, and provide to the Customer in Writing, a DDR Service Agreement;
- b. in respect of each existing Customer as at the DDR Implementation Date who has not received a DDR Service Agreement:
 - i. apply, for the benefit of those Customers, the procedures and policies set out in the Debit User’s standard DDR Service Agreement applicable at the relevant time; and
 - ii. on inquiry by any such Customer, make available general descriptive information on those procedures and policies;
- c. issue Debit Items strictly in accordance with the arrangements made between the Debit User and its Customer, comply with the Debit User’s applicable DDR Service Agreement and not exceed the conditions (if any) specified in the Direct Debit Request provided by the Customer;
- d. inform Customers of any change in the Terms of the debit arrangements agreed between them (in the case of new Customers on and from the DDR Implementation Date, as set out in the Debit User’s DDR Service Agreement) at least 30 days before the change is implemented (or within such other period, if any, agreed with or specified by Westpac);
- e. inform Westpac at least 14 days before the change is implemented (or within such other period, if any, specified by Westpac) of any significant changes in arrangements made in relation to the issue of Debit Items including changes to File values and/or frequency;
- f. inform Westpac of any proposed change to Debit User name, mergers, acquisitions, transfer of business and the like at least 30 days before the change is implemented (or within such other period, if any, specified by Westpac);
- g. investigate and deal with in good faith any instruction given by a Customer to cancel, suspend or vary a Direct Debit Request within 5 business days of receiving such instruction (or within such other period, if any, specified by Westpac);
- h. act promptly in accordance with any instruction given by a Customer to stop or defer individual Debit Items from time to time;

- i. investigate and deal with in good faith any query, claim or complaint relating to alleged or wrongful debits that are received from a Customer or received from or via Westpac (not including the day of receipt) within 3 business days of receiving such query, claim or complaint (or within such other period, if any, specified by Westpac); and the Debit User will accept the claim and pay the disputed amount to Westpac in any manner agreed between the Debit User and Westpac;
- j. if the Debit User disputes a claim by a Customer, provide Westpac with full particulars of reasons for disputing the claim, which must include evidence of the Debit User's authority to debit;
- k. advise Westpac of, and keep Westpac informed of any changes to, contact details for those persons authorised within the Debit User's organisation to receive queries, claims and complaints of the kind referred to in clause 1(i);
- l. ensure the correct User Identification Number for the Debit User appears on each Direct Debit Request and each Debit Item, and all correspondence to the Customer which the Debit User initiates;
- m. retain all Direct Debit Requests or evidence thereof or any variations to the said Direct Debit Requests given to the Debit User on or after the DDR Implementation Date (including copies of all Forms PD-C which are required to be provided to the Ledger FI) for a period of not less than 7 years from the date of the last debit made under the relevant Direct Debit Request, and produce these on request by Westpac or the Ledger FI for verification of the Debit User's authority to debit;
- n. ensure that all Files and Debit Items which are lodged conform with the technical specifications of the BECS Procedures prior to their being lodged;
- o. ensure that it has a correct Trace Record for each transaction on its File and that if the Trace Record Institution specified or to be specified in respect of the Debit User's Debit Items is not Westpac, that Trace Record Institution has consented in Writing to be specified as the Trace Record Institution for that Debit User's Debit Items; and
- p. ensure that it has a valid Lodgement Reference for each transaction on its File.

2. Debit User's Acknowledgments

The Debit User acknowledges and agrees:

- a. for the benefit of APN, that the Debit User's entitlement to use a logo approved by APN on its form of Direct Debit Request and related material (in each case as approved by Westpac), is contingent on the Debit User's continuing to act in the capacity of a debit user in BECS and to comply fully with its obligations in that capacity, such that if:
 - i. the Debit User's access to BECS is withdrawn by Westpac; or
 - ii. the Debit User otherwise ceases to be a debit user in BECS, the Debit User's entitlement to use that logo will cease immediately and any further use of the logo by the Debit User will be taken to be an infringement of APN's rights in that mark;
- b. that it is aware of Westpac's potential liability under Westpac's indemnity to each Ledger FI arising from the Debit User issuing Debit Items through BECS (and its implications in terms of any liability of the Debit User to Westpac) in circumstances where the Debit User has initiated debits in reliance on incorrect account information provided by a Customer in a Direct Debit Request;
- c. if the Debit User fails to respond to any query, claim or complaint within the time period specified in clause 1(i), Westpac may draw against the Debit User's Nominated Account for the amount claimed to facilitate payment to the claimant;
- d. that every File from the Debit User must contain its User Identification Number. The Debit User acknowledges and agrees that it must keep the User Identification Number safe and secure from all unauthorised use. The

Debit User agrees that the receipt by Westpac of a File with the User Identification Number of the Debit User will constitute irrevocable authority to Westpac to process that File and act in accordance with that File irrespective of whether in fact the Debit User has authorised that File or the use of its User Identification Number;

- e. that Customers are entitled to cancel or suspend Direct Debit Requests addressed by those Customers to the Debit User by notice to the Ledger FI as stipulated in the BECS Procedures; and
- f. to pay Westpac's fees and charges and government charges and taxes (including GST) payable by Westpac in respect of the Direct Entry Facility and any service connected with the processing of the acceptable media by which a File is sent to Westpac.

3. DDR Service Agreements

Each DDR Service Agreement must:

- a. be identified as such on its face;
- b. set out reasonable details (or, if such details are contained in the Direct Debit Request or other document, refer the Customer to it) of the Terms of the debit arrangements to apply between the Debit User and the Customer including, if applicable, the basis on which the Debit User will issue billing advices to the Customer;
- c. provide for not less than 30 days' notice to the Customer if the Debit User proposes to vary any of the Terms of those debit arrangements;
- d. set out in reasonable detail the procedure available to the Customer to:
 - i. request deferment of, or alteration to, or suspension of any of those arrangements; and
 - ii. stop any Debit Item or cancel a Direct Debit Request with the Debit User, and advise the Customer to direct all requests for such deferments, alterations, suspensions, stops or cancellations to the Debit User in the first instance. If the Customer elects to stop or cancel any Debit Item or suspend or terminate debit arrangements as a result of a variation by the Debit User of the terms of DDR Service Agreement, the DDR Service Agreement should not impose any penalty or fee for same;
- e. set out in reasonable detail the procedure available to the Customer to dispute any Debit Item with the Debit User and the dispute resolution process to apply between them, and advise the Customer that queries are to be directed to the Debit User in the first instance;
- f. indicate:
 - i. that direct debiting through BECS may not be available on all types of accounts which may be conducted by the Customer with the Ledger FI; and
 - ii. that the Customer is advised to check account details against a recent statement from the Ledger FI, and direct the Customer, if uncertain, to check with the Ledger FI before completing the Direct Debit Request;
- g. state that it is the responsibility of the Customer to have sufficient clear funds available in the relevant account by the due date to permit the payment of Debit Items initiated in accordance with the relevant Direct Debit Request;
- h. state the Debit User's policy when the due date for payment falls on a day which is not a business day in the place of lodgement or the place of debit, and indicate that if the Customer is uncertain as to when the debit will be processed to the Customer's account, he or she should enquire direct of the Ledger FI;
- i. state the Debit User's policy when Debit Items are returned unpaid by the Ledger FI, including the application by the Debit User of any related fees which the Debit User may apply or pass on;

- j. state the Debit User's policy on the privacy to be accorded to the Customer's records and account details, while noting that Westpac, as sponsor of the Debit User's participation in BECS, may require such information to be provided in connection with a claim made on it relating to an alleged incorrect or wrongful debit; and
- k. be approved by Westpac as to the format, content and medium proposed for the DDR Service Agreement and any information which the BECS Procedures require be given to Customers in connection with the DDR Service Agreement before printing or other formal means of publication to Customers is undertaken by the Debit User.

4. Direct Debit Request - Format and Content

- a. Each Direct Debit Request must:
 - i. be identified as such;
 - ii. authorise and request a Debit User to debit the Customer's account through BECS;
 - iii. identify the Ledger FI to which the relevant Debit Item is to be directed (e.g. by name, domicile and BSB Number);
 - iv. identify (by name and account number) the Customer's account to be debited;
 - v. be addressed to and identify (by name and User Identification Number) the Debit User in favour of which the Customer's authority is given; and
 - vi. be dated and contain the Customer's Signature.
- b. The Debit User must obtain Westpac's approval to the format, content and medium proposed for a Direct Debit Request and any information which the BECS Procedures require be given to Customers in connection with the Direct Debit Request (including without limitation the DDR Service Agreement) before printing or other formal means of publication to Customers is undertaken by the Debit User.
- c. The Debit User must not permit Customers to enter into direct debit arrangements using forms PD-C.
- d. The Debit User may include its logo on the Direct Debit Request or other related material approved by Westpac.
- e. The Debit User may include a logo approved by APN for use in connection with the provision of direct debit services in BECS (as notified by Westpac) on the Direct Debit Request and other related material approved by Westpac for the purposes of, and in accordance with, the BECS Procedures but only for as long as the Debit User continues to comply with its obligations as a debit user.
- f. The Debit User may, subject to Westpac approval which may include conditions, obtain a Direct Debit Request by electronic communication or by telephone provided that it is obtained in a manner that is valid and binding on the Customer and complies with the BECS Procedures and any other relevant laws.

5. Review and Termination

5.1 Termination.

Please see the provisions that apply to termination of the Direct Entry facility (and the Debit User's access to BECS) as set out in the PDS.

5.2 Review.

If there is any change in, or any change in the interpretation or application of the BECS Procedures or the BECS Regulations, Westpac reserves the right to vary any of these terms to the extent necessary to comply with or give effect to any such change. Such a variation will be notified to the Debit User in writing and will become effective on the date specified in that notice (which will be a date not less than 30 days after the Debit User is notified in writing).

6. Existing Debit User Indemnity

Any indemnity given by the Debit User in favour of Westpac prior to the DDR Implementation Date shall continue to apply in relation to all matters arising out of or in connection with the use of Form PD-Cs given by Customers prior to the DDR Implementation Date.

7. Indemnity

The Debit User indemnifies and agrees to keep indemnified Westpac upon Westpac's first demand on the Debit User against all claims, demands, actions, suits and proceedings whatsoever that may be made on or taken against Westpac or any of its employees (each acting reasonably) arising out of or connected with:

- a. the debiting to the account of any Customer and the payment to the Debit User of any sum or sums of money the debiting of which was not at the time authorised by such Customer in terms of a Direct Debit Request or to which the Debit User was not then legally entitled; or
- b. the making of any debit not in accordance with the terms of any Direct Debit Request; or
- c. the failure to make any debit in accordance with the terms of any Direct Debit Request; or
- d. the failure by the Debit User to comply with any of these terms; or
- e. the Debit User initiating debits in reliance of incorrect account information provided by a Customer in a Direct Debit Request; or
- f. the Debit User obtaining a Direct Debit Request from the Customer in an electronic format or over the telephone where the Debit User is unable to provide proof of authorisation by a Customer sufficient in the opinion of a court of law or a government agency or an authority which is binding on either Westpac or the Debit User, to render such Direct Debit Request valid and binding on the Customer regardless of whether the Debit User complied with these terms, and also against all costs and expenses which Westpac may reasonably incur in consequence of any such claim, demand, action, suit or proceeding.

This clause survives termination of the Debit User's Direct Entry Facility arrangement with Westpac.

8. Fees and Charges

8.1 Fees and charges payable.

The Debit User will pay to Westpac the fees and charges as described in the PDS, unless a different fee is specified in the Debit User's Pricing Agreement in which case those fees and charges will apply.

9. Definitions

The following words have these meanings in these terms unless the contrary intention appears:

- a. APN has the meaning given to that term in the PDS.
- b. BECS Procedures means the procedures from time to time of the Bulk Electronic Clearing System, administered by APN.
- c. BECS Regulations means the regulations from time to time of the Bulk Electronic Clearing System, administered by APN.
- d. BSB Number means a BSB number assigned to a financial institution as published by APN.

- e. Customer means the customer of the Ledger FI from whose accounts Debit Items are debited.
- f. Detail Record in relation to any Debit Item means the record on the relevant File which contains information on that Debit Item.
- g. DDR Compliance Date means 30 March 2001.
- h. DDR Implementation Date means 31 March 2000.
- i. DDR Service Agreement means a debit user's binding agreement given for the benefit of a Customer as to the basis on which it will provide direct debit services to that Customer through BECS, in such form as Westpac may approve and, at a minimum, satisfying the requirements of clause 3 of this agreement.
- j. Debit Items has the meaning given to that term in the PDS.
- k. Direct Debit Request means an authority and request (as amended from time to time) to debit amounts to a specified account of a Customer with the Ledger FI, given in Writing by that Customer to and in favour of the Debit User (or to a third party in its capacity as agent for the Debit User), in such form as Westpac may approve and, at a minimum, satisfying the requirements of clause 4 of this agreement.
- l. Direct Entry Facility means the facilities described in this Debit User Terms, and includes terms set out in any Product Disclosure Statement or Pricing Agreement provided in connection with those facilities.
- m. Direct Entry Debit (or Mixed) Facility Form has the meaning given to that term in the PDS.
- n. File has the meaning given to that term in the PDS.
- o. Form PD-C means a request and authority so termed made in Writing by a Customer before the DDR Compliance Date to and in favour of a Ledger FI in accordance with the BECS Procedures.
- p. GST has the meanings given to those terms in the PDS.
- q. Ledger FI means, in relation to a Debit Item, the body corporate who is a participant in BECS and to whom the Debit Item is addressed.
- r. Lodgement Reference means the reference as submitted by the Debit User indicating details of the origin of the entry, for example, payroll number, invoice, contract number.
- s. Nominated Account has the meaning given to that term in the PDS.
- t. Pricing Agreement has the meaning given to that term in the PDS.
- u. Signature includes any electronic method permitted by applicable law at the relevant time as being able to be used to identify a person and indicate the person's approval of the information communicated in a document, in a manner binding on that person.
- v. Terms means the basis on which the Debit User will initiate debits to the Customer's account, as agreed between the Debit User and the Customer, and may include:
 - i. whether the amounts and frequency of debits will be fixed or variable;
 - ii. whether billing advices will be issued to the Customer; and
 - iii. any other criteria that the Debit User and Customer have agreed as a pre-condition for debiting the Customer's account.
- w. Trace Record means that part of a Detail Record being character positions 81 to 96 inclusive which indicates the point (financial institution and account) to which a Debit Item must be returned if it cannot be applied.
- x. Trace Record Institution in relation to any Debit Item means the financial institution specified in the Trace Record for that Debit Item.
- y. User Identification Number means in relation to a debit user, its User Identification Number assigned to it in accordance with the BECS Procedures.
- z. Writing has the meaning given to it in clause 11(d).

10. Interpretation

In these terms, except where the context requires otherwise:

- a. words importing any gender include the other genders;
- b. “person” includes a firm, a body corporate, an unincorporated association or an authority;
- c. the singular includes the plural and vice versa; and
- d. a requirement to:
 - i. give any information in writing (which, without limitation, includes making a claim or request or providing an authority, notification or advice);
 - ii. retain a document; or
 - iii. produce a document, may be met by means of an electronic communication generated by a method which enables that information or the information contained in that document to be readily accessible so as to be usable for subsequent reference and which provides a reasonable means of assuring the integrity of that information or the information contained in that document, except to the extent the validity of that means of electronic communication is otherwise limited by any applicable law.



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