

BPAY<sup>®</sup> BILLER OPERATIONS BPAY PAYMENTS  
MANUAL  
AUSTRALIA

# BPAY® BILLER OPERATIONS BPAY PAYMENTS MANUAL

## 1. OPERATIONS MANUAL OBLIGATIONS

1.1 The obligations set out in this Operations Manual are in addition to the obligations imposed on You under the BPAY Biller Agreement, the BPAY Identity Standards Manual and any other Operations Manual we give You for the BPAY Scheme.

## 2. USE OF THE MARKS

2.1 You must:

- (a) only use the word or logo Marks "BPAY View" if we have authorised You in writing to participate in BPAY View;
- (b) use the Marks on all billing stationery including, if You participate in BPAY View, on Your Detailed Bills, displayed prominently and in accordance with the Standards Manual;
- (c) always use the complete BPAY logo Mark design and not use any variations to the word Marks "BPAY" and "BPAY View" and the BPAY logo Mark designs in order to avoid a weakening of the distinctive character of these Marks. (However:
  - (i) the word Marks "BPAY" and "BPAY View" may be used without the BPAY logo Mark design; and
  - (ii) the BPAY logo Mark design may be used without the word Marks "BPAY" or "BPAY View";
- (d) not use the term "BPAY" in the possessive or as an adjective (eg not use the terms "BPAY's customers" or "BPAY billers"); and
- (e) include the Biller Code and the available payment methods when You include the Marks on an invoice.

2.2 You may use the Marks as illustrated in the Standards Manual:

- (a) in a composite decal (ie a decal showing both the Marks and our or Your logo or that of another scheme) if the Marks portion of such decal is no smaller than the portion occupied by any other logo; and
- (b) in a composite advertisement or promotion in conjunction with the logos of other payment schemes, if the Marks portion of such advertisement or promotion is no smaller than the portion occupied by any other payment logo.

2.3 We will provide You with BPAY specifications and formats for the preparation of literature to promote the BPAY Scheme including BPAY stationery formats and promotional material authorised by the Management Committee.

2.4 For a period of 6 months from the date You signed the BPAY Biller Agreement, You may include with each invoice an insert featuring the Marks, in accordance with the Standards Manual, and information for Payer Customers on how to use the BPAY Scheme.

2.5 Subject to clause 2.6, You will bear all costs relating to Your defence of any claim or legal proceedings made by a third party against You for alleged infringement of any rights held by the third party by reason of the use of the Marks by You and any damages payable to the third party.

2.6 We may at any time, by written notice to You, take over the defence of the claim or proceedings referred to in clause 2.5 or may authorise BPAY to take over that defence, in which event:

- (a) all costs relating to the defence by Us or BPAY and all damages payable by You arising directly from the defence by Us or BPAY will be borne by Us or BPAY; and
- (b) You must provide all reasonable assistance to Us or BPAY to enable defence of the claim or proceedings.

2.7 Immediately on termination of the Biller Agreement, You must:

- (a) discontinue use of the Marks or any marks or terms substantially identical or deceptively similar to the Marks or the terms "BPAY" or "BPAY View";
- (b) destroy all stationery containing the Marks; and
- (c) ensure that invoices no longer include the Marks.

## 3. BPAY SCHEME INVOLVEMENT

3.1 You must use all reasonable efforts to:

- (a) ensure that Payments are processed promptly; and
- (b) return as soon as is practicable all Payments which You are unable to correctly allocate to a Payer Customer.

3.2 Promptly respond to any enquiry initiated by the Payer and use reasonable efforts to investigate and resolve such matters.

3.3 You acknowledge that if we suspect on reasonable grounds that You are in breach of Your obligations under the Biller Agreement or are engaging in fraudulent activity, we may:

- (a) update Your status in the BPAY Scheme so that no transactions or services for You will be processed through the BPAY Scheme, until the Management Committee notifies Us that it is satisfied that the allegations against You have been cleared;
- (b) notify the Management Committee and the CIP of that action; and
- (c) take reasonable action to minimise further fraudulent or erroneous Payments being credited to Your Nominated Account.

## 4. ADJUSTMENTS

### 4.1 Acknowledgement

4.1.1 You acknowledge that Adjustments must be made under the BPAY Scheme in the following circumstances:

- (a) if a Payment Instruction is given in error and the error was caused by the CIP or a Member (see Reversal - Erroneous Payment Instruction at 4.2 below); and
- (b) if an incorrect or invalid Payment or Payer Direction was made or purported to be made by a Payer (see Error Corrections at 4.3 below).

- 4.1.2 You acknowledge that an Adjustment may be effected in relation to Payments processed or received by You, in the circumstances set out in this clause 4.
- 4.1.3 You must use all reasonable efforts to effect, or permit Us, a Member or the CIP to effect, any Adjustment for a transaction which You have processed, received or been affected by and which should be reversed in accordance with Your, our, the CIP's or that Member's obligations under the BPAY Scheme.
- 4.1.4 You must promptly tell us if You become aware:
- of any delays or mistakes in processing of a Payment; or
  - that a Payment was not authorised or involved fraud.
- 4.2 **Reversals**
- 4.2.1 You acknowledge that if any Member or the CIP produces an Erroneous Payment Instruction then that Member or the CIP (as the case may be) must promptly effect a Reversal on becoming aware of that Erroneous Payment Instruction.
- 4.2.2 You acknowledge that You may be notified of a Reversal to be made by Us where You are effected by an Erroneous Payment Instruction.
- 4.2.3 You must, if we tell You or You otherwise become aware that You have received an Erroneous Payment Instruction, do all things reasonably necessary to ensure that the Erroneous Payment Instruction is corrected (including without limitation permitting a Reversal to be made).
- 4.2.4 You authorise us to debit Your Nominated Account with the amount of a Reversal where we receive or are required to initiate a Reversal Instruction (and You must ensure that there are sufficient funds or credit available in that account to cover that Reversal).
- 4.3 **Error Corrections**
- 4.3.1 You acknowledge that an Error Correction may be made where a Payer Direction or the Payment contemplated in that Payer Direction has not been validly or correctly initiated or effected.
- 4.3.2 An Error Correction falls into one of the following three categories:
- Mistaken Payment;
  - Unauthorised Payment; or
  - fraud.
- 4.3.3 The applicable Payer Institution will determine the relevant Error Correction category and apply the resolution principles for that category as set out below.

## RESOLUTION CATEGORY TABLE

### 1. Mistaken Payment (see resolution category 1 at 4.4)

A Mistaken Payment is a direction that contains incorrect information or data, or a Payment that is incorrectly processed by a Participant. It results in a credit being made to the wrong person or for the wrong amount, or a debit being made to the Payer for a wrong amount. If a Biller is participating in BPAY View, then this category may include a Mistaken Payment resulting from a BPAY View Billing Error.

## RESOLUTION CATEGORY TABLE

Examples:

- Duplicated Payments.** A Payer Direction erroneously "duplicates" or debits an account of the Payer more than once.
- Payer Direction - incorrect data.** A Payer Direction contains incorrect data (eg an incorrect Biller or customer number).
- Payment amount incorrect.** A Payment is made for an amount that does not correctly reflect the amount specified to be paid in a Payer Direction.
- Payment made to incorrect Biller - Biller supplied incorrect data.** A Payment is made to an incorrect Biller because the Biller to whom the Payer intends the Payment to be made supplied the Payer with incorrect data and that incorrect data was incorporated in a Payer Direction.
- Payment made to incorrect Biller - processing or system error.** A Payment is made to the incorrect Biller due to a processing or system error or malfunction, even though the correct details were included in the relevant Payer Direction.
- Payment not completed.** A Payer Direction is not processed in the BPAY Scheme and is not credited to the Biller named in that Payer Direction (ie an "unposted payment").
- Overpayment.** A Payer specifies an amount in a Payer Direction to be paid to the Biller named in that direction that is greater than the amount that the Payer intended to pay to that Biller (ie greater than the amount owing by that Payer to that Biller or greater than the amount shown in the invoice that the Payer is wanting to pay using BPAY Payments). The difference between these amounts is an overpayment.

### 2. Unauthorised Payments (see resolution category 2 at 4.5)

An Unauthorised Payment is a Payment made without the authority of the Payer who is purported to have given the Payer Direction which initiated that Payment (and from whose account that Payment was debited). It includes cases where the Payment has been made by a third party who has obtained unauthorised access to a Payer's account and makes unauthorised transactions from the Payer's account to make other BPAY Payments.

Unauthorised Payments do not include cases of fraud (see resolution category 3).

### 3. Fraud (see resolution category 3 at 4.6)

Fraud occurs where a Payment has been induced by dishonest or fraudulent means and the Payer requests the refund of that Payment. This includes cases where a Payer makes a Payment as a result of a fraudulent invoice issued by a third party who purports to be a Biller (and is not in fact a Biller) or a third party who impersonates a Biller.

- 4.3.4** If an erroneous Payer Direction or Payment falls into:
- (a) more than one resolution category, and one of those categories is "Unauthorised Payments", then the resolution principles for the category of "Unauthorised Payments" must be applied; or
  - (b) both the resolution categories of "Mistaken Payment" and "fraud", then the resolution principles for the category of "fraud" must be applied.

**4.3.5** You authorise us to debit Your Nominated Account with the amount of an Error Correction where we receive or are required to initiate an Error Correction Instruction (and You must ensure that there are sufficient funds or credit available in that account to cover that Error Correction).

#### 4.4 Mistaken Payments - resolution category 1

**4.4.1** Subject to clause 4.4.2, for the purposes of clause 4.4, a "Mistaken Payment" means and arises when:

- (a) a Payer Direction contains erroneous information or is otherwise given by a Payer under a mistake, and results in the debiting of the Payer's account with the amount specified in that Payer Direction; or
- (b) a Payer Direction contains correct data, but a Payment is made to a person or for an amount that is not in accordance with that Payer Direction, or a Payment is not made at all as directed by that Payer Direction.

**4.4.2** A Mistaken Payment does not include a Payment made in accordance with a Payer Direction, that is correct in all respects except for the fact that the Payer giving that Payer Direction later becomes aware that it informed its Payer Institution to make a Payment for a lower amount than the amount the Payer intended to pay. In those circumstances the Payer must either give a further Payer Direction or effect a payment through another means.

#### Rectifying a Mistaken Payment

**4.4.3** A Mistaken Payment must be rectified by the Payer Institution of the Payer on whose behalf the Mistaken Payment was made (in this clause 4.4 called the "Responsible Payer Institution"). On becoming aware of the Mistaken Payment, the Responsible Payer Institution must:

- (a) notify the Payer of the Mistaken Payment, unless it was the Payer who made the Responsible Payer Institution aware of the Mistaken Payment;
- (b) credit the Payer's account with the amount of the Mistaken Payment; and
- (c) initiate an Error Correction so that the Mistaken Payment is fully unwound and the Biller is advised accordingly - You will be notified when a Mistaken Payment affecting You is required to be unwound.

**4.4.4** If You receive a Mistaken Payment You must give such reasonable assistance to the Responsible Payer Institution as may be reasonably necessary to ensure that the Mistaken Payment is fully unwound using an Error Correction. If You become aware of a Mistaken Payment, then You must promptly notify us of the Mistaken Payment.

#### Responsibility for loss of unrecoverable funds

**4.4.5** If any Mistaken Payment cannot be, or otherwise is not, refunded by the ultimate recipient of the Mistaken Payment by way of an Error Correction then the Participant in the BPAY Scheme responsible for the mistake resulting in that Mistaken Payment ("Responsible Party") is liable to the relevant Payer Institution for an amount equal to that Mistaken Payment. You may only refuse an Error Correction in limited circumstances - see clause 4.4.9 below.

#### Examples of Responsible Parties

**4.4.6** The table below gives examples of the Participant who is responsible for the loss caused by a Mistaken Payment where the payment is not recovered from the ultimate recipient of that payment.

MISTAKEN PAYMENT EXAMPLE	PARTICIPANT RESPONSIBLE FOR LOSS
<b>(a) Duplicated Payments</b>	
Mistake caused by:	
(i) Payer	Payer
(ii) Payer Institution	Payer Institution
(iii) CIP	CIP
(iv) Biller Institution	Biller Institution
(v) Biller	Biller
<b>(b) Payer Direction - incorrect data</b>	
Mistake caused by:	
(i) Payer	Payer
(ii) CIP	CIP
(iii) Biller Institution	Biller Institution
(iv) Payer Institution	Payer Institution
(v) Biller	Biller
<b>(c) Payment to incorrect Biller (Biller supplied incorrect data)</b>	
Mistake caused by:	
(i) Biller to whom the Payer intended the Payment to be made ("Intended Biller")	Intended Biller must credit the amount of the Mistaken Payment to the account of the Relevant Payer

MISTAKEN PAYMENT EXAMPLE	PARTICIPANT RESPONSIBLE FOR LOSS
<b>(d) Payment to incorrect Biller (processing system error)</b>	
Mistake caused by:	
(i) Payer Institution	Payer Institution
(ii) CIP	CIP
(iii) Biller Institution	Biller Institution
(iv) Biller	Biller
<b>(e) Payment not completed</b>	
Mistake caused by:	
(i) Payer Institution	Payer Institution
(ii) CIP	CIP
(iii) Biller Institution	Biller Institution
<b>(f) Overpayment</b>	
Mistake caused by:	
(i) Payer	Payer

#### 4.4.7 If:

- you are the Responsible Party; and
- you are the Biller for whom the Mistaken Payment was intended but who did not receive that Payment; and
- the incorrect Biller who actually received that Mistaken Payment is not able to refund the amount of the Mistaken Payment,

then you must credit an amount equal to the amount of the Mistaken Payment to the account or other payment record maintained by you in respect of the Payer on whose behalf that Mistaken Payment was made.

**4.4.8** If this occurs, that Payer must pay an amount equal to the Mistaken Payment to its Payer Institution to refund to that Payer Institution the amount paid by that Institution to that Payer in accordance with its obligations, if that Payer Institution has in fact complied with that obligation.

**4.4.9** You may deny a request for an Error Correction for a Mistaken Payment only if:

- You can show reasonable grounds to our reasonable satisfaction for concluding that the Payment was not a Mistaken Payment (for example, because it was an Unauthorised Payment or a Fraudulent Payment);
- You give evidence to our reasonable satisfaction that the amount of the Mistaken Payment has already been repaid directly to the Payer (for example, by cheque); or
- the Mistaken Payment was a prepayment for goods and services to be provided by You to the Payer and they have been substantially provided.

**4.4.10** If you do not respond within two Banking Business Days to a query in relation to a Mistaken Payment, an Error Correction can be processed without further enquiry.

#### 4.5 Unauthorised Payments - resolution category 2

**4.5.1** You acknowledge that if a Payment is made in accordance with a Payer Direction which was not given with the authority of the Payer from whom that Payer Direction was purported to be given or a Payment made by a Payer is void for any reason other than fraud (“Unauthorised Payment”) and that Payer requests the refund of that Payment, then the Unauthorised Payment may be unwound.

EXAMPLE	AUTH.	FUNDS	COMMENT
A obtains details of B’s bank account & makes payment from B’s bank account to an account in the name of A with a Biller.	UP	Y (see 4.5.2) P (see 4.5.2 and then 4.5.6) N (see 4.5.6)	The assistance of the Biller is required to identify the recipient of the funds (ie, to determine whether the payment was unauthorised). The information from the Biller will indicate that the ultimate recipient of the funds was not the Payer’s account with the Biller. This will mean that the transaction is unauthorised and the allocation of liability set out in rule 4.5.6 will apply to any part of the funds that have been withdrawn.
A makes a payment from A’s account to an account in the name of B with a Biller. A claims that the payment was unauthorised (eg, after the funds have been withdrawn from the Biller).	UP	Y - N/A P (see 4.5.2 and then 4.5.6) N (see 4.5.6)	The assistance of the Biller is required to identify the recipient of the funds (ie, to determine whether the payment was unauthorised). The information from the Biller will indicate that the ultimate recipient of the funds was not the Payer’s account with the Biller. This will mean that the transaction is unauthorised and the allocation of liability set out in rule 4.5.6 will apply to any part of the funds that have been withdrawn.
A makes a payment from a joint account held in the name of A and B to an account in the name of A with a Biller. B claims that the payment was unauthorised.	AP	N/A	This does not give rise to an Unauthorised Payment. The question whether the payment was authorised is a matter to be resolved between the joint account holders and their Financial Institution.

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EXAMPLE	AUTH.	FUNDS	COMMENT
A makes a payment from A's account to an account in the name of A with a Biller. A then claims that the payment was unauthorised. This is fraudulent but the allegation by A is that there has been an Unauthorised Payment.	AP	N/A	The information from the Biller will indicate that the ultimate recipient of the funds was the Payer's account with the Biller. This means that the transaction was authorised and the Payer will have suffered no loss (ie, the allocation of liability set out in rule 4.5.6 will not apply).

## Guidance Note

### Key

AP: Authorised Payment

P: Funds partially available

Y: Funds available

UP: Unauthorised Payment

N: Funds not available

- 4.5.2** The Payer Institution who made that Payment on behalf of that Payer must:
- credit the Payer's account with the amount of the Unauthorised Payment;
  - if the Payer has consented to the disclosure by the Biller of information concerning the Unauthorised Payment, investigate the Unauthorised Payment including notifying the Biller Institution so that the Biller Institution can contact the Biller to identify the ultimate recipient of the funds; and
  - initiate an Error Correction so that the Unauthorised Payment is fully unwound and the Biller is advised accordingly.
- If only part of the Unauthorised Payment can be unwound, then the Payer Institution must initiate an Error Correction to recover that part.
- 4.5.3** We will immediately notify You if we are notified of any Payment which is allegedly unauthorised.
- 4.5.4** If we notify You that a Payment You have received is allegedly unauthorised You must:
- immediately prevent the withdrawal or other use or application of the funds held by You comprising the Payment Instruction (to the extent they have not already been disbursed by You to another party) pending the resolution of the matter by us or the responsible Payer Institution;
  - disclose, within 7 Banking Business Days of You receiving the notice, such information to us as is reasonably necessary to identify the ultimate recipient of the funds; and
  - comply with any reasonable request for assistance by us in the unwinding of the Payment Instruction.
- 4.5.5** You acknowledge that if You fail to comply with Your obligations under clause 4.5.4 or are unable to disclose the requested information:
- it will be presumed for the purposes of unwinding the Payment Instruction in accordance with this clause 4.5 that the funds comprising the Payment Instruction are recoverable from You; and
- the responsible Payer Institution or the CIP may initiate an Error Correction to reverse the Payment Instruction.
- 4.5.6** If the Unauthorised Payment cannot be, or is not, refunded by the ultimate recipient of the Unauthorised Payment by way of an Error Correction, or is only partially refunded, then:
- if the Unauthorised Payment was made pursuant to a Payer Direction made using the prescribed security procedures of the Responsible Payer Institution, the Payer will bear the loss of the amount of the Unauthorised Payment that was not refunded by the ultimate recipient of the Unauthorised Payment and will not be entitled to claim that amount from any Participant in the BPAY Scheme (other than the ultimate recipient of that Unauthorised Payment); and
  - if the Unauthorised Payment was made as a result of a Payer Direction given without following the prescribed security procedures of the Responsible Payer Institution or if the Responsible Payer Institution did not prescribe any security procedures for the giving of that Payer Direction, then that Responsible Payer Institution will pay to that Payer an amount equal to the amount of the Unauthorised Payment that was not refunded by the ultimate recipient of the Payment.
- 4.6 Fraud - resolution category 3**
- 4.6.1** You acknowledge that if a Payment is made due to a Payer being fraudulently induced to make that Payment ("**Fraudulent Payment**"), then:
- the principles referred to in this clause 4.6 will apply - references in this clause 4.6 to You, us or a Participant include employees, agents, contractors, consultants of, and persons authorised by You, us or that Participant respectively;
  - if the fraud was committed by You, then on becoming aware of that fraud the Payer Institution will initiate an Error Correction so that the Fraudulent Payment is fully unwound and You are advised accordingly;
  - if the fraud was committed by another Participant, that Participant must refund to the Payer the amount of the Fraudulent Payment; and

- (d) if that Participant does not refund the whole amount of the Fraudulent Payment and You or another Participant knew of the fraud or would have detected the fraud with reasonable diligence, then You or that Participant (as the case may be) must refund to the Payer, or credit to the Payer's account with You, the amount of the Fraudulent Payment that is not refunded by the Participant that committed the fraud. (If more than one Participant had actual knowledge or Constructive Notice of the fraud resulting in the Fraudulent Payment, then they are jointly responsible for refunding to the affected Payer an amount equal to the amount of the Fraudulent Payment that is not refunded by the Participant that committed the fraud in equal proportions, and if any of them fails to do so the others are responsible for paying the unpaid proportion.)

#### 4.6.2 Other fraud

In all other cases involving fraud, any loss resulting from that fraud must be borne by the affected Payer.

#### 4.7 Audit trails

You must ensure that Your systems generate sufficient records for a period of seven years from the processing date to enable transactions made through the BPAY Scheme to be traced, checked and where an error has occurred, to be identified and corrected in accordance with the principles referred to in clauses 4.1 to 4.6 inclusive.

#### 4.8 Other disputes involving Payers

- 4.8.1 Any disputes between Participants in the BPAY Scheme must be resolved in accordance with clause 5, including, without limitation, any dispute relating to the liability of any Participant for Mistaken Payments, Unauthorised Payments or Fraudulent Payments.

- 4.8.2 None of the rights or obligations referred to in any of clauses 4.1 to 4.6 inclusive affects any rights or remedies which any Member may have under general law against any Biller or Payer or person who is not a Member.

#### 4.9 ePayments Code

Notwithstanding anything in this Operations Manual, You acknowledge that a Payer's liability may be limited under the ePayments Code.

## 5. DISPUTE RESOLUTION

### 5.1 Obligations

- 5.1.1 You agree that:

- (a) any dispute involving You in connection with a matter arising out of the BPAY Scheme must first be attempted to be resolved between You and the affected Participants; and
- (b) if a dispute is not so resolved as contemplated in (a) within 20 Banking Business Days of the date that a party notifies the other party of the dispute, then the applicable mechanisms for the resolution of disputes

set out below will apply, unless there is an industry code of conduct applying in relation to You containing dispute resolution procedures in which case that procedure will apply.

### 5.2 Management Committee determination

- 5.2.1 If a dispute is not resolved as contemplated in clause 5.1, the dispute must be referred in writing to a meeting of the Management Committee for determination by the Management Committee.

- 5.2.2 The Management Committee must attempt to resolve that dispute within 30 Banking Business Days of receipt of notice of that dispute.

- 5.2.3 Any determination of the Management Committee must be recorded in writing and is binding on all parties to the dispute.

- 5.2.4 You may not commence legal proceedings (except proceedings seeking interlocutory relief other than to prevent or impede the operation of the dispute resolution provisions) in respect of a dispute unless:

- (a) the dispute has first been referred to the Management Committee for determination;
- (b) the dispute has been determined by the Management Committee; and
- (c) the Management Committee has issued a Resolution in respect of that dispute.

### 5.3 Dispute resolution fees

- 5.3.1 If a dispute involving You is referred to the Management Committee You agree to pay:

- (a) to the Management Committee a dispute resolution fee of such amount as is determined by the Management Committee at its discretion from time to time; and
- (b) BPAY (in such proportions as the Management Committee determines), all costs and expenses incurred by the Management Committee in determining that dispute (including all costs and expenses incurred in obtaining legal, financial, actuarial or accountancy advice and reasonable administrative costs).

- 5.3.2 The Management Committee must notify You in writing of the amount of the dispute resolution fee payable by You ("**Fee Notice**") within 20 Banking Business Days of the date on which the notice of the dispute is first given to the Management Committee, and You must pay that fee within 20 Banking Business Days of the date of the Fee Notice.

- 5.3.3 If You do not pay the fee in accordance with clause 5.3.2, then the Management Committee will be obliged to determine that dispute in favour of the party to the dispute who has paid the fee specified in the Fee Notice to be paid by them ("**Fee Payer**"). If there is more than one Fee Payer, then the Management Committee must resolve the dispute in favour of one of those Fee Payers, in accordance with this clause 5.

## 5.4 Non-compliance with Resolution

If You fail or refuse to give effect to a Resolution made by the Management Committee as contemplated in clause 5.2 above, we may commence legal proceedings against You.

## 5.5 Information

You must provide to the Management Committee all information or documents as it may reasonably require in order to adjudicate upon the dispute and prepare a Resolution.

## 6. GLOSSARY

Terms defined and interpreted in the Biller Manual bear the same meaning in this agreement. In addition, the following words have the following meanings:

**Biller Agreement** means the agreement entered into between You and us which permits You to act as a Biller in the BPAY Scheme titled "Biller Agreement", as varied or amended from time to time.

**BROP Rules** means the BPAY Scheme Rules and Operating Procedures in force from time to time.

**Constructive Notice** means if a Participant would with reasonable diligence have detected the fraud for the purposes of clause 4.6.

**Error Correction Instruction** means an instruction to effect an Error Correction on behalf of a Payer Institution.

**Fee Notice** has the meaning given in clause 5.3.2.

**Fee Payer** has the meaning given in clause 5.3.3.

**Fraudulent Payment** has the meaning given in clause 4.6.1.

**Member** means a Financial Institution participating in the BPAY Scheme in the capacity of a Payer Institution and/or Biller Institution and who has agreed to be bound by the BROP Rules.

**Mistaken Payments** means a Payment that is made, or not made, to a person or for an amount which is not in accordance with a Payer's instructions or contains an error in the instructions from the Payer.

**Operations Manual** means any document including the words "Operations Manual" in its title, including the Operations Manual (BPAY View) and Operations Manual (BPAY Payments) relating to the BPAY Scheme to which You agree to be bound.

**Participant** means any person who participates in the BPAY Scheme in any capacity, including any Member, Payer or Biller.

**Resolution** means a written resolution of the Management Committee.

**Responsible Party** has the meaning given in clause 4.4.5.

**Responsible Payer Institution** has the meaning given in clause 4.4.3.

**Reversal Instruction** means a Payment Instruction initiated to effect a Reversal.

**Unauthorised Payment** has the meaning given in clause 4.5.1.

**Us** means the Institution named in the Biller Agreement.

**You** means the Participating Biller named in the Biller Agreement.

This Operations Manual includes Guidance Notes to aid in the interpretation of the Operations Manual. These Guidance Notes may be used to provide guidance in following the Operations Manual, but if they are inconsistent with any part of the Operations Manual, the relevant part of the Operations Manual prevails to the extent of any inconsistency.

## 7. ANZ CONTACTS

**General Service or Contract Enquiries:**  
ANZ Manager and/or Service Team

**Biller error correction enquiries:**  
ANZ Electronic Operations  
Phone: (03) 8655 8321



