

Clearing House Application



Form 54

1 Business Details

Employer Business Name

Employer Number (if known)

Street Address

State

Postcode

Postal Address (if different from above)

State

Postcode

2 Providing Contribution Data

Are you a current Vision Super Website user? YES NO

If no, you will have to register to use the Vision Super Website at www.visionsuper.com.au

3 Responsible Officer Contact Details – This person will be the responsible Officer for all clearing house enquires

Title

Surname

Business Phone Number

Given Name/s

Mobile Number

Email Address

Job Title

4 Employer Authorisation

On behalf of: (your business name)

I have read and agree to be bound by the Terms and Conditions and hereby apply for access to Vision Super Clearing House Service. If you have any queries please email clearinghouse@visionsuper.com.au

Signature of applicant

Date

Name of authorised signatory (please print)

Signatory's job title (please print)



A G R

CLEARING HOUSE AGREEMENT

1. Definitions

Vision Super means Vision Super Pty Limited ABN 50 082 924 561.

Business Day is any day on which the banks are open for business in Melbourne, excepting Saturdays and Sundays.

SGAA means the *Superannuation Guarantee (Administration) Act 1992* (Cth).

Chosen Fund is the chosen fund of each of your employees for the purposes of the SGAA.

Clearing House means the arrangements and service provided or obtained by Vision Super for the administration and payment of contributions to Chosen Funds.

Contribution Information, for a contribution period, is the information you give as to the contributions payable to Chosen Funds for that period.

Direct Debit Request (or "DDR") means your Direct Debit Request arrangement with the Vision Super.

Nominated Account means the bank account nominated by you in the Direct Debit Request.

Payment Agent means the person or persons appointed by Vision Super from time to time to administer the distribution of contributions to Chosen Funds through the Clearing House.

Services means the services described in clause 2.1.

You, Your means the employer listed in the Clearing House Application.

2. The Services

2.1 Vision Super will provide the following services to you:

- (a) based on the Contribution Information for a contribution period as provided and confirmed by you, identify the Chosen Funds to which contributions are to be paid, the total amount payable to each Chosen Fund, the employees for whom they are payable and their contribution amounts;
- (b) direct the Payment Agent to provide the trustee of each Chosen Fund with details of the contributions and related payments;
- (c) withdraw from the Nominated Account the contributions payable by you for that contribution period to Chosen Funds, in accordance with and subject to your Direct Debit Request, and remit those funds to the Payment Agent; and
- (d) direct the Payment Agent to pay those contributions either into an account or accounts nominated by the trustee of each Chosen Fund.

2.2 Vision Super will use reasonable endeavours to provide the Services within 10 Business Days of receipt of the Contribution Information. If received on a day that is not a Business Day, it is taken to be received on the next Business Day.

3. Errors, rejections and dishonours

3.1 If Contribution Information contains errors that prevent Vision Super or the Payment Agent from accessing or processing the Contribution Information, all or any part of that Contribution Information may be rejected (in which case Vision Super will advise you of the rejection). You may correct the errors and re-send the relevant parts of the Contribution Information.

3.2 If you receive notice that a contribution payment has been dishonoured:

- (a) you will bear all costs in relation to the dishonour; and
- (b) you must immediately notify Vision Super of the dishonour with reasonable details as required by Vision Super.

You may deposit amounts into the Nominated Account and re-send the Contribution Information to Vision Super.

3.3 If any contribution processed by the Clearing House is not accepted or is returned by the trustee of the Chosen Fund and the Payment Agent is unable to resolve the issue within 2 Business Days of receipt of the returned payment:

- (a) the Payment Agent will refund the contribution to Vision Super, who will in turn return funds to the Nominated Account; and
- (b) Vision Super will advise you of this.

You may resolve the issue with the trustee of the Chosen Fund and re-send the Contribution Information.

3.4 Where clauses 3.1, 3.2 or 3.3 apply, the Services will be wholly suspended. Vision Super will start to provide the Services anew when you re-transmit the relevant Contribution Information.

4. Superannuation Guarantee

You acknowledge that you will make a contribution to a Chosen Fund when the Chosen Fund receives the contribution payment, provided the contribution is not rejected. This rule applies for all purposes, including in relation to obligations under the SGAA.

5. Your obligations

- 5.1 You must give Vision Super the Contribution Information and all information Vision Super requests about your employees and Chosen Funds (including any new Chosen Funds) before Vision Super can provide the Services for each contribution period. You must notify Vision Super of any changes to the information provided above or in your application at least 7 Business Days before you provide Contribution Information for a contribution period.
- 5.2 Vision Super need only provide the Services for a contribution period once the Contribution Information for the period is received, and you have confirmed the information online. It is your responsibility to provide the Contribution Information, in a timeframe that satisfies the obligations under the SGAA. Neither Vision Super, nor the Payment Agent are required to ensure that you have provided Contribution Information before any given day or to advise you that Contribution Information has not provided by you.
- 5.3 You are responsible for the accuracy and completeness of the Contribution Information. Neither Vision Super nor the Payment Agent are required to verify the accuracy or validity of the information and may rely on all Contribution Information without further enquiry.
- 5.4 Where an employee has no Chosen Fund and you are to contribute to a fund of your choice pursuant to subsection 32C(2) of the SGAA, you must contribute to Vision Super Saver.
- 5.5 You agree to give each of your employees a copy of Vision Super's Statement of Disclosure Under Privacy Act (in the most recent form provided by Vision Super) for each new employee in respect of whom you intend to use the Clearing House. Vision Super will maintain a copy of the Statement of Disclosure under Privacy Act available on the Vision Super web site.
- 5.6 You agree to provide Vision Super with a Direct Debit Request, and to maintain that Direct Debit Request while you continue to use the Services, unless and until Vision Super agrees otherwise.
- 5.7 All information given to Vision Super must be in the format and using the technology determined by Vision Super from time to time.

6. Fees

Vision Super may at any time impose fees, including additional fees, or vary any fees by giving you at least 30 days notice in writing.

7. Goods and services tax (GST)

If a supply is made under or in connection with these Terms and Conditions on which GST is imposed, unless otherwise expressed to be GST inclusive, the consideration payable or to be provided for that supply under these Terms and Conditions but for the application of this clause is increased by, and the recipient must also pay to the supplier, an amount equal to the GST payable by the supplier on that supply.

8. Liability and indemnity

- 8.1 Except where grossly negligent or fraudulent:
 - (a) Vision Super is not liable for any expenses, losses, claims, damages or costs sustained or incurred by any person as a result of your participation in the Clearing House; and
 - (b) you must indemnify Vision Super in relation to any expenses, losses, claims, damages or costs sustained or incurred by Vision Super, its employees or agents.
- 8.2 Notwithstanding clause 8.1(a), Vision Super will not be liable for any loss or damage, nor be in default for failure or delay to observe or perform any of the Services for any reason or cause of whatever nature which could not with reasonable diligence be controlled or prevented by Vision Super.
- 8.3 This clause survives termination or discharge of your participation in the Clearing House.

9. Confidentiality

- 9.1 Vision Super will maintain strict confidentiality in respect of all the Contribution Information, and will maintain appropriate levels of security on all computer systems used to process or transmit the Contribution Information.
- 9.2 You acknowledge that Vision Super has entered into an Agreement with the Payment Agent under which confidentiality of the Contribution Information is protected during transmission to the Payment Agent and while in the possession of the Payment Agent. You also acknowledge that Vision Super has established a Privacy Policy under which confidential information is handled.

10. Termination

Either party may terminate your participation in the Clearing House by giving 14 prior days written notice to the other party. Termination does not affect any accrued rights or remedies of either party.

11. Miscellaneous

- 11.1 Vision Super may vary the terms and conditions of operation of the Clearing House by giving 30 prior days written notice to you.
- 11.2 These Terms and Conditions are governed by the law applicable in Victoria and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria.

Clearing House Direct Debit Request



Form 54

1 Request and Authority to debit

Surname or Company/Organisation Name	Given Names or ABN/ARBN
<input type="text"/>	<input type="text"/>

I/We request and authorise Vision Super Pty Ltd Debit User Identification Number **332067** to arrange, through its own financial institution, for any amount Vision Super Pty Ltd may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below and paid to the Debit User, subject to the terms and conditions of the Direct Debit Request Service Agreement.

2 Financial Institution at which account is held

Financial Institution name	Financial Institution address
<input type="text"/>	<input type="text"/>

3 Account to be Debited

Name of account	
<input type="text"/>	
BSB Number	Account Number
<input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>

4 Acknowledgement

By signing this Direct Debit Request, you acknowledge having read and agree to the terms and conditions accompanying this form governing the debit arrangement between you and Vision Super, set out in this Request and in your Direct Debit Request Service Agreement

Signature 1	Date	Signature 2	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Name (Please Print)		Name (Please Print)	
<input type="text"/>		<input type="text"/>	
Job Title		Job Title	
<input type="text"/>		<input type="text"/>	

This information is required for the sole purpose of managing and payment of superannuation benefits and entitlements and will be protected in accordance with the provisions of the Privacy Act 1988 and Vision Super privacy policies.



Clearing House Direct Debit Request Service Agreement



PLEASE RETAIN THIS SECTION FOR YOUR OWN RECORDS

DEFINITIONS

Account	Means the account held at your financial institution from which we are authorised to arrange for funds to be debited.
Agreement	Means this Direct Debit Request Service Agreement between you and us.
Banking day	Means a day other than a Saturday or Sunday or a public holiday listed throughout Australia.
Debit day	Means the day that payment by you to us is due
Debit payment	Means a particular transaction where a debit is made.
Direct Debit Request	Means the Direct Debit Request between us and you.
Us or We	Means Vision Super Pty Ltd, (the Debit User) you have authorised by signing a direct debit request.
You	Means the customer who signed the direct debit request.
Your financial institution	Is the financial institution where you hold the account that you have authorised us to arrange to debit.

- 1. Debiting your account**
- 1.1 By signing a direct debit request, you have authorised us to arrange for funds to be debited from your account. You should refer to the direct debit request and this agreement for the terms of the arrangement between us and you.
- 1.2 We will only arrange for funds to be debited from your account as authorised in the direct debit request.
- 1.3 If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution.
- 2. Changes by us**
- 2.1 We may vary any details of this agreement or a direct debit request at any time by giving you at least fourteen (14) days' written notice.
- 3. Changes by you**
- 3.1 Subject to 3.2 and 3.3, you may change the arrangements under a direct debit request by contacting us on (03) 9911 3222 or 1300 300 820 for Regional Callers.
- 3.2 If you wish to stop or defer a debit payment you must notify us in writing at least five (5) business days before the next debit day. This notice should be given to us in the first instance.
- 3.3 You may also cancel your authority for us to debit your account at any time giving us five (5) business days notice in writing before the next debit day. This notice should be given to us in the first instance.
- 4. Your obligations**
- 4.1 It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the direct debit request.
- 4.2 If there are insufficient clear funds in your account to meet a debit payment:
- (a) you may be charged a fee/or interest by your financial institution;
 - (b) you may also incur fees or charges imposed or incurred by us; and
 - (c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.
- 4.3 You should check your account statement to verify that the amounts debited from your account are correct.
- 4.4 If Vision Super Pty Ltd is liable to pay goods and services ("GST") on a supply made in connection with this agreement, then you agree to pay Vision Super Pty Ltd on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.
- 5. Dispute**
- 5.1 If you believe that there has been an error in debiting your account, you should notify us directly on (03) 9911 3222 or 1300 300 820 for Regional callers and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.
- 5.2 If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
- 5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding.
- 5.4 Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. 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.

Clearing House Direct Debit Request Service Agreement



PLEASE RETAIN THIS SECTION FOR YOUR OWN RECORDS

6. Accounts

You should check:

- (a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
- (b) your account details which you have provided to us are correct by checking them against a recent account statement; and
- (c) with your financial institution before completing the direct debit request if you have any queries about how to complete the direct debit request.

7. Confidentiality

7.1 We will keep any information (including your account details) in your direct debit request confidential. We will make reasonable efforts to keep any such information 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.

7.2 We will only disclose information that we have about you:

- (a) to the extent specifically required by law; or
- (b) for the purpose of this agreement (including disclosing information in connection with any query or claim).

8. Notice

8.1 If you wish to notify us in writing about anything relating to this agreement, you should write to Vision Super, PO Box 18041 Collins Street East, Melbourne VIC 8003.

8.2 We will notify you by sending a notice in the ordinary post to the address you have given us in the direct debit request.

8.3 Any notice will be deemed to have been received on the third banking day after posting.