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## **COMBINED FINANCIAL SERVICES GUIDE AND PRODUCT DISCLOSURE STATEMENT BRIGHTER SUPER CLEARING HOUSE and STP**

**01 July 2022**

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

The LGIASuper Trustee (ABN 94 085 088 484) who is the trustee for LGIASuper (ABN 23 053 121 564) trading as Brighter Super is not the issuer of the clearing house facility or responsible for the clearing house facility and other services provided by SuperChoice Services Pty Limited on the Trustee's behalf.

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## FINANCIAL SERVICES GUIDE

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Dated: 01 July 2022

### Purpose of this document

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

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

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

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

PayClear has authorised SuperChoice to distribute this FSG.

In this FSG "Financial Service" has the meaning set out in the *Corporations Act 2001*.

### Roles and Contact Details of Brighter Super

The LGIAsuper Trustee (ABN 94 085 088 484) is the trustee for LGIAsuper (ABN 23 053 121 564) trading as Brighter Super. Brighter Super will accept contributions from any employer for a current Brighter Super member and also enables employers to use the Clearing House service to make payments to any other superannuation funds.

Brighter Super may be contacted as follows:

Address: GPO Box 264, Brisbane, Qld, 4001  
Phone: 1800 444 396 (in Australia) or 61 7 3244 4300 (overseas)  
Fax: 61 7 3244 4344  
Email: [employers@brightersuper.com.au](mailto:employers@brightersuper.com.au)  
Website: [www.brightersuper.com.au](http://www.brightersuper.com.au)

## **Roles and Contact Details of SuperChoice and PayClear**

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

Both SuperChoice and PayClear may be contacted as follows:

Address: Level 8, 35 Clarence Street  
Sydney NSW 2000 Australia  
Phone: 61 2 8038 6800 or 1300 659 456  
Fax: 61 2 8038 6823  
Email: [superchoiceenquiries@superchoice.com.au](mailto:superchoiceenquiries@superchoice.com.au)  
Website: [www.superchoice.com.au](http://www.superchoice.com.au)

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

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

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

## **Remuneration of SuperChoice and PayClear**

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

In providing the Clearing House facility as a subcontractor of SuperChoice, PayClear receives interest on the funds deposited by recipients of the SuperChoice Services with the Bank that holds these funds and PayClear also receives interest from that Bank. The interest that PayClear receives at the date of this FSG is 0.85% per annum but this interest fluctuates upwards and downwards according to fluctuations in interest rates generally.

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

## **Complaints**

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

### By phone

You can contact the customer support team at SuperChoice on 1300 659 456 to advise of the problem.

### In writing

Alternatively, please send the details of the complaint, in writing, to:

Complaints Manager  
SuperChoice Services Pty Limited  
Level 8, 35 Clarence Street, Sydney NSW 2000, Australia  
Fax: 02 8038 6823  
Email: [superchoickeenquiries@superchoice.com.au](mailto:superchoickeenquiries@superchoice.com.au)

To assist in a speedy investigation of your complaint please ensure that you provide the following information:

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

### How SuperChoice deals with complaints

SuperChoice has a designated Complaints Manager who is responsible for managing any formal complaints to ensure they are dealt with appropriately.

A written complaint will be acknowledged within 5 business days and every effort will be made to resolve the complaint within 30 business days of receipt. You will be kept informed of the progress of investigating and resolving your complaint.

The complaint will be handled in confidence.

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

### Other options

If you are not satisfied with our response, or if you have not received a response within the required period, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers. AFCA imposes time limits within which to lodge a complaint with them. You can visit the AFCA website at [afca.org.au](http://afca.org.au) for further information.

You can contact AFCA by:

Phone: 1800 931 678

Mail: Australian Financial Complaints Authority

GPO Box 3 Melbourne VIC 3001

Email: [info@afca.org.au](mailto:info@afca.org.au)

### Compensation

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

## Product Disclosure Statement

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

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

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

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

PayClear has authorised SuperChoice to distribute this PDS.

In this PDS:

"AFSL" means Australian Financial Services Licence

"ATO" means Australian Taxation Office

"ATO STP BIG" means the ATO Single Touch Payroll Business Implementation Guide.

"Business Day" means a day not being a Saturday or Sunday or any public holiday in NSW or any public holiday in the State in which the Default Fund operates its support services.

"Compatible Payroll File" means, unless otherwise agreed by SuperChoice and Brighter Super, data provided by the Employer for input to the SuperChoice STP Service, and which complies with:

- a) the specifications issued from time to time by ATO; and
- b) the specifications approved by SuperChoice, which describe the data quality checks, format, transport mechanism and other data exchange protocols.

"Client" means the Employer using the Brighter Super Portal.

"Employer" has the same meaning used by ATO for the purposes of Single Touch Payroll, and is an employer who is eligible to use the Brighter Super portal.

"Financial Product" has the meaning set out in the Corporations Act 2001

"Brighter Super" means the Brighter Super fund "Single Touch Payroll" or "STP" means the requirement for Employers to report specified payroll data in respect of employees to ATO via the SBR Network in accordance with STP Standards. "STP Data" means the data included by an Employer in a STP Submission.

“Site” means the website that you will access for the purposes of using the clearing house or STP.

“STP Response” means a Message sent by ATO in relation to an Employer Submission.

“STP Service” means this STP Service as described in this document that is provided by SuperChoice and authorised by Brighter Super and which you are entitled to use.

“STP Standards” means the legislation, regulations and legislative instruments and other standards published from time to time by the ATO or other relevant authority that are applicable to Single Touch Payroll, and include:

- a) the requirements of the current version of the ATO Single Touch Payroll Business Implementation Guide;
- b) the ATO Operational Framework and other instructions for operation of a Sending Service Provider .

“STP Submission” means a compliant and correct submission of data by an Employer to the SuperChoice STP Service.

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

### **Contact Details of SuperChoice and PayClear**

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

Address:	Level 8, 35 Clarence Street, Sydney NSW 2000
Phone:	61 2 8038 6800 or 1300 659 456
Fax:	61 2 8038 6823
Email:	superchoickeenquiries@superchoice.com.au
Website:	www.superchoice.com.au

### **Contact Details of Brighter Super**

Brighter Super may be contacted as follows:

Address:	GPO Box 264, Brisbane, Qld 4001
Phone:	1800 444 396 (in Australia) or 61 7 3244 4300 (overseas)
Fax:	61 7 3244 4344
Email:	employers@brightersuper.com.au
Website:	www.brightersuper.com.au

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## THE BRIGHTER SUPER CLEARING HOUSE FACILITY AT A GLANCE

### Who can use the SuperChoice Services

- Employers who want a simple, secure, SuperrStream compliant and cost-effective way of managing their employee superannuation contributions online and STP payroll reporting.

### Benefits of using the SuperChoice Services

- Replace multiple payments to participating superannuation funds with one online payment.
- Eliminate multiple superannuation fund paperwork requirements and forms handling.
- No need to prepare fund remittances.
- Eliminate any remaining postage & cheque costs of paying superannuation funds.
- Online access to review all the reference numbers, times & dates of presentment.
- Validation - stops you paying funds that can't accept choice payments – see applicable fund alerts BEFORE you pay, not after.
- Helps prevent invalid employee choices and member account selections.
- Reduces unnecessary strain on staff and resources.
- Online and Electronic: STP Submissions are remitted electronically as is required by the ATO and STP Standards.
- Accessibility: The Site is available 24/7, except when unavailable because of routine or emergency maintenance. If you need support, the contact details are displayed on the Site.
- Security: The Site is protected by a cryptographic key system which is widely used by banks for internet banking applications.
- Support: Employers are provided with a support infrastructure. There is also a help line and a user guide to assist you with any problems you have.
- Control: Online access allows you to check STP Submissions and STP Responses.
- Accuracy: Validation checks to help ensure STP information is complete, correct and consistent.

### Payment Methods

- Direct Debit
  - You may complete a Direct Debit Request that authorises SuperChoice to deduct money from your nominated account. The relevant amount for the contributions is deducted from that account and split to the various superannuation funds.
- Direct Credit



- If you send a Direct Credit you must ensure you provide the matching reference number provided by SuperChoice or the payment will be returned to you. The relevant amount for the contributions is then deducted from your nominated account and split to the various superannuation funds.

### **Fees and Costs**

- Refer to the Section “Fees and Charges” later in this PDS for a detailed outline of fees.

### **Enquiries and Complaints**

SuperChoice has procedures for dealing with complaints. Please refer to the FSG – Complaints

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## THE BRIGHTER SUPER CLEARING HOUSE IN DETAIL

SuperChoice Services enable employers, superannuation fund trustees and Fund Administrators to submit superannuation contributions, member information and payment instructions online. The instructions to pay various superannuation funds are collated. One deduction is made from your nominated bank account and SuperChoice arranges for distribution of the relevant remittance advices and contribution amounts to the various eligible funds.

The SuperChoice Services have three essential (core) components.

- The SuperChoice software– the online software by which you access the Clearing House facility.
- The Clearing House facility.
- STP Payroll Reporting

### The SuperChoice Software

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

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

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

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

### Brighter Super clearing house summarised

- **SuperStream certified:** a SuperStream compliant solution that is certified by the ATO and widely used by payroll and accounting software providers, super funds and banks.
- **Saves Time:** Helps minimise the administrative burden upon employers managing superannuation contributions to multiple superannuation funds. It is an efficient and effective way to make large numbers of superannuation contribution payments to many funds.
- **Easy to use:** Once employers have entered the information required, that information is securely stored. Employers can even upload the payroll file so that the employee details are automatically transferred to SuperChoice. This means that employers do not have to re-key all the employee data to make contributions on their behalf.
- **Flexibility:** If employers need to add, amend or delete an employee record they can log on to the website and do so directly or from payroll.

- **Accessibility:** The website is available 24/7. The help line is available Mon to Fri between 8:00am and 6:00pm (Sydney time), except when the Services are unavailable because of routine or emergency maintenance.
- **Security:** The website is protected by a private cryptographic key system called Secure Socket Layer (SSL) which is widely used by banks for internet banking applications.
- **Support:** Employers are provided with a support infrastructure. There is also a help line and a user guide to assist you with any problems you have.

## Getting Started

Register online at <https://www.employerpay.com.au/lgiassuper> and where applicable complete the Direct Debit Request form.

To register for the Brighter Super Clearing House Service (“the service”), click on **Employer Self Enrolment** from the Brighter Super website and follow the links.

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

1. Ensure you are an Authorised Business Representative, defined in this document as:
  - a) An Owner of the Business being registered; or
  - b) A Managing Director/Executive of the Business being registered; or
  - c) A person who has delegated authority to register the Business for this service by a person as described in 1. a. and 1. b. above;
2. You will need the following information for the business you are registering:
  - d) Australian Business Number (as issued by the Australian Business Register);
  - e) The business Postal Address;
  - f) Your Full Name and Contact Details, including Mobile Number;
  - g) The Business/Corporate Nominated Bank Account (Account Name, BSB and Account Number) which will be debited or refunds paid to.

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

## Managing Risks

There are a number of risks for employers in facilitating contributions to a wide range of superannuation funds whether an employer is using a superannuation clearing house service or not. All of these risks have direct implications for the timing of contributions and their subsequent allocation to the employee’s (member’s) account.

A significant overarching risk for most employers using private sector clearing house services is failing to provide sufficient time to meet Superannuation Guarantee deadlines.

An employer’s Superannuation Guarantee obligations are only extinguished at the time the fund receives the money, not the date the employer pays the money, nor the date a private sector clearing house receives the money from the employer or pays the money to the superannuation fund.

To avoid a Superannuation Guarantee Charge and associated penalties, employers must allow sufficient time to ensure the superannuation fund receives contributions by the 28<sup>th</sup> of each relevant quarter.

Many of the risks and errors set out in the table below can contribute to delays and a failure on the part of the employer to meet their Superannuation Guarantee deadlines.

Risk	Description	How we help mitigate the risk	What you need to do
<i>Getting started</i>			
Privacy:  Disclosing to your employees that you are making payments through a 3 <sup>rd</sup> party	You should seek advice about whether you need to disclose to your employees that you are providing personal information to the Clearing House and its service providers with which to facilitate the payment of superannuation contributions to their superannuation account and Passing STP data to the ATO.	We can provide you with a Privacy Policy which sets out the purposes for which personal information can be used (superannuation purposes).	When you give employees the ATO Choice Form, it's generally good business practice to let employees know you are using a 3 <sup>rd</sup> party (SuperChoice Clearing House) to distribute the payments.
Security:  Unauthorised Access	Unauthorised access by an unauthorised third party, including in circumstances where the UserID and password have been compromised, may lead to fraud, data corruption, defects in transmissions and viruses. An employer must ensure it does not facilitate unauthorised access to the Services.	<p>We operate multi-level administrator access (managerial, clerical, view-only) for processing work and dual payment authorisation. For example, only managerial access can authorise payments.</p> <p>We must be notified immediately if a Client's Login or Password is lost or stolen or if a Client suspects that another person knows or has used its Login or Password. If you notify us, the Clearing House will cancel a Login or Password immediately.</p>	<p>Notify us immediately in the event of any unauthorised access.</p> <p>Structure administrator access so the appropriate users have the appropriate level of access.</p> <p>Structure administrator access so the appropriate employer's users have the appropriate level of access.</p> <p>In particular, make sure that users with permission to submit contribution or STP Data are authorised by your organisation to do so.</p>

Risk	Description	How we try to help mitigate risk	What you need to do
<i>Employer Mistakes</i>			
Dishonour: Insufficient money held in the employer's account to effect a Direct Debit transaction	If there is not enough money in the employer's nominated account and the employer has initiated a Direct Debit request, then the contribution will be cancelled and must be re-submitted which may result in additional charges from your bank and/or us and potentially a Superannuation Guarantee charge if the subsequent contributions do not meet the Superannuation Guarantee deadlines.	We will notify you within 2 Business Days of becoming aware of the dishonour to make you aware you need to re-submit the contribution.	Ensure you have sufficient money in the employer nominated account to cover the amount of the contribution
Payment Mismatch: Direct Credit or Electronic Funds Transfer (EFT) does not match electronic lodgement through the Service	<p>If an employer makes payment by EFT and the amount of the payment does not match the lodgement via the service (e.g. overpay or underpay), this can lead to delays in forwarding the contribution to the funds.</p> <p>These delays can contribute to a failure to meet Superannuation Guarantee deadlines</p>	<p>We will contact you within 2 Business Days (by email or phone) to notify you of the error and seek instructions (e.g. correct the amount of the payment or the lodgement).</p> <p>If there has been an overpayment we will distribute the funds to the nominated superannuation funds and return to you the difference.</p> <p>If you do not respond to repeated requests to correct the mismatch, we will return the money to your</p>	Please respond promptly to our notifications to correct the payment or electronic lodgement.

		nominated bank account after 10 business days.	
Stopping Payments: In certain circumstances, employers may seek to stop a payment (e.g. duplicate payment or overpayment)	<p>Once contribution information has been lodged through the Service with a matching payment, it cannot be cancelled or reversed unless the employer has notified us before the cut-off time (see the Terms and Conditions).</p> <p>Once contributions have been sent to the superannuation fund, employers would have to bear the responsibility for attempts to recoup monies from the funds. This is particularly problematic because the Trustee of the superannuation fund ordinarily requires the written consent of the employee (member).</p>	We have automated systems for lodging a stop payment but these must be notified within the cut-off times.	It is imperative if an employer wishes to cancel or reverse a payment that the employer notifies us immediately upon realising an incorrect contribution has been made but before the cut-off time so payment can be stopped.

Risk	Description of risk	How we try to help mitigate risk	What you need to do
<i>Employer (Employee) Mistakes</i>			
<p>Inaccurate Data:</p> <p>It is the employer's responsibility to ensure information about the employee and contribution are accurate. If an employer provides inaccurate or incomplete information, this may result in a contribution being rejected, delayed or even sent to the wrong superannuation fund</p>	<p>Inaccurate data includes:</p> <ul style="list-style-type: none"> <li>• Use of a wrong Universal Superannuation Identification (USI) Number or Australian Business Number (ABN);</li> <li>• Incorrect Member Identification (wrong member number);</li> <li>• Inaccurate Date of Birth;</li> <li>• Invalid member TFN;</li> <li>• Wrong Bank details for a Self-Managed Super Fund (SMSF);</li> <li>• Selection of an account from which the employee has exited;</li> <li>• First name &amp; Surname that does not match the super fund's records;</li> <li>• Incorrect Electronic Service Address (ESA) when paying to an SMSF;</li> </ul>	<p>We provide numerous validation tools to assist employers to validate information and many of the funds login to electronic portals to correct information originally supplied: Fund validation:</p> <p>Checking USIs and ABNs are valid superannuation funds and related where funds hold both forms of identification;</p> <p>Employer Identification:</p> <ul style="list-style-type: none"> <li>• Validation allowing employers to supply Employer Identification numbers held with the superannuation fund where they are registered with the fund;</li> </ul> <p>Member Identification:</p> <ul style="list-style-type: none"> <li>• Where member Identification in particular products have constant or algorithm based identification, we check member identification supplied against the constant or algorithm;</li> </ul>	<p>When you are first registering employees to their appropriate superannuation fund and the Service identifies an error (e.g. a fund which cannot receive contributions), employers need to correct information where the Service identifies a Fund, Employer or Member error. When superannuation funds notify errors electronically to you via the Service (e.g. incorrect product, incorrect member ID or assign a Fund Employer Number), you may need to correct information either on the Service or in your payroll file for lodgement of subsequent contributions.</p> <p>When superannuation funds refund money (usually for members who have been exited from their account), you need to re-submit contributions to either the default fund or an alternative choice fund.</p>



Risk	Description	How we try to help mitigate risk	What you need to do
<i>Clearing House and Banking Risks</i>			
Payment to the super fund by Electronic Funds Transfer (EFT)	If a staff member of a Super Fund fraudulently directs EFT monies to another bank account, employers may not meet their Superannuation Guarantee Obligations.	<p>To protect employers and the clearing house, this Service sends money to APRA funds by Electronic Funds Transfer (EFT) using bank details provided by the Australian Taxation Office (ATO) Funds Validation Service (FVS).</p> <p>Most Self-Managed Super Funds (SMSF) are also paid by EFT based on the bank details provided by the employer (and their employee).</p> <p>General business practice has been that once employer money has cleared (via Direct Debit or EFT), the Service sends cleared money (and matched money) by EFT within one (1) to three (3) business days.</p>	Ensure you leave sufficient time for those superannuation funds that receive payment by EFT. Employers can view EFT details online including EFT payment reference ID and receipt by EFT is ordinarily next business day.
Clearing House System or Bank Failure	<p>Superannuation clearing houses are invariably reliant on the bank systems to effect large volumes of payments to superannuation funds.</p> <p>In exceedingly rare instances, the clearing house system or the bank system may go down.</p>	<p>Bank System or clearing house failures are particularly infrequent.</p> <p>Like all superannuation clearing houses, we strive to operate appropriate disaster recovery, business continuity and redundancy plans to bring systems back online as soon as possible in the event of a system failure.</p>	While system failure events are not predictable, it is advisable to leave a few additional days to ensure superannuation money is received well before the Superannuation Guarantee deadlines.

Risk	Description	How we try to help mitigate risk	What you need to do
<i>Receiving Fund Risks</i>			
Fund is unable to accept contributions	<p>Certain funds such as pensions, eligible rollover funds, certain government funds, closed or terminated funds and corporate funds (that do not operate retained divisions) are unable to accept contributions.</p> <p>In other circumstances, a fund may have been declared non-compliant by APRA or the ATO.</p>	The Service provides a warning system to block payments to those funds. In most circumstances, an employer will re-direct the contribution to the employer default fund or an alternative choice fund.	<p>Employers need to check these warnings when first linking the employee to the chosen fund.</p> <p>In certain circumstances, an individual employer may be able to contribute to a blocked fund because it may be an approved employer.</p>
Employer Registration: Fund has rules or conditions which require registration paperwork to be completed otherwise the contribution may be delayed or refunded with the requisite Superannuation Guarantee liability	<p>Certain funds (primarily non-public offer funds) require employers to register as a participating employer.</p> <p>Under 32(g)(2) of the Superannuation Guarantee Administration Act (SGAA), employers are not obligated to register, but may choose (voluntarily) to do so.</p> <p>If an employer agrees to register, it is binding itself to the fund's conditions in regards to payment frequency and notifying the fund about exited employees.</p>	<p>We provide a warning system in regards to funds that have registration requirements.</p> <p>Employers are given the option to re-direct to the default, ask the employee to exercise choice for another fund that does not carry registration requirements or complete the funds registration requirements separately</p>	If an employer wishes to contribute to these funds that require registration, it must complete the fund's registration paperwork before any contributions are made.

Risk	Description	How we try to help mitigate risk	What you need to do
<i>SuperStream Compliance</i>			
Provide the minimum SuperStream data set in the correct electronic format	<p>To be compliant with SuperStream, alongside a payment, an electronic report detailing the contributions is required to be sent to the Super Fund.</p> <p>Minimum data for the employees (members) you are paying for will be required.</p>	<p>You will upload your contribution file or key in your contribution details.</p> <p>Our Service applies validations to ensure that the minimum data set is captured. The Service will then take that data and present it to the fund in a SuperStream compliant, electronic format.</p>	By using the Service, you will be providing the minimum data set and the data will be sent to funds in the correct format.
Electronic Payments	To be SuperStream compliant, paying with cheques is no longer an acceptable payment method. All superannuation contributions must be paid for electronically.	<p>The Service works on the basis that your nominated bank account is either direct debited or you will direct credit the relevant amount to cover the contributions for the period.</p> <p>The contributions are then electronically paid out to the relevant Super Funds based on your contribution file and/or selection.</p>	Need to ensure that you provide the correct bank account details and that you do have sufficient money in your nominated bank account to pay for the contributions in a given period.
Payment and data are linked	SuperStream compliant messages and payments to funds are linked with the Payment Reference Number (PRN).	<p>The Service makes payment to the funds electronically. It provides you with a full visibility of data and the related payment being sent out to the Super Funds.</p> <p>You will be able to view the Payment Reference Number, the amount and</p>	By using the Service, you will be SuperStream compliant.

		<p>the date on which the payment was made out to the fund.</p> <p>Also, we only send data and payment to the fund once we have reconciled.</p>	
Sending payment and data on the same day	SuperStream legislation states that Employers must send data and payment at the same time. This will allow the Super Fund to correctly allocate the contribution to the employee (member) account.	When using the Service, the SuperStream message and the related payment will be reconciled before they are sent to the fund.	Familiarise yourself with the PDS and clearing house periods so that sufficient time is allocated to the processing of the contributions and you are able to meet your Super Guarantee (SGA) obligations.
Respond to fund requests for missing information and queries within 10 days	SuperStream legislation stipulates that the Employer needs to respond back to the fund within 10 days of the fund sending a query to the Employer in relation to the payment of superannuation contributions.	<p>The Service makes use of Employer, Member and Fund validation to ensure that you are SuperStream compliant, you are providing a minimum data set you're your members (as described above) and in the correct format.</p> <p>However, despite our best efforts, you may from time to time still be contacted by the fund in relation to a query. In that case you will need to observe the 10 day response timeframe back to the fund.</p>	Respond to fund within 10 days of a fund making an enquiry.

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## FEES AND CHARGES

The following are the costs of the Brighter Super Clearing House service.

**Brighter Super may agree to cover on site training and support and transaction fees which will be subject to agreement between you and Brighter Super. For further information please see below and contact Brighter Super for further details.**

### Initial Setup Fees:

All fees are exclusive of GST

- **Employer Registration:** No charge
- **Customising our system to your payroll files:** No charge

Customizing our system to your payroll files enables you to use the SuperChoice system without making any changes to the files you extract from your payroll system(s), provided your file meets the minimum SuperStream data requirements.

- **On site training and support:** Charged at \$150.00 per hour

Onsite training and support can be provided at the client's request and is charged on a time taken basis and ancillary costs (travel and associated costs).

- **Transaction Fees:** For contributions to Brighter Super - No charge

For contributions to other funds – Brighter Super does not currently charge transaction fees. However, Brighter Super reserves the right to recover future costs incurred for paying contributions to other funds (up to \$0.50 per transaction) and will provide at least thirty (30) days notice if such fees are introduced. Transaction fees are charged for each transaction for each employee for each contribution to a superannuation fund.

- **STP Fees: \$0.06 per transaction or as quoted**

Transaction processing fees for STP will be charged per member per pay event and per response message (up to \$0.06 per transaction) as notified to the Client via a quote.

*Please call Brighter Super to discuss your individual circumstances and the range of services that can be provided.*

### Other Fees:

*SuperChoice does not currently charge other fees. However SuperChoice reserves the right to charge fees of up to \$35 for refunds, investigations, or stop payments, and will provide at least thirty (30) days notice if such fees are introduced.*

### Optional services:

These are optional ancillary services which are not part of the Clearing House facility. They are made available to employers who require customisation or additional assistance with their superannuation payments process. Costs shown are indicative and will be quoted upon request to employers who require them.

1. **On-site training and support: Charged at \$150.00 per hour:**

Onsite training and support can be provided at the client's request and is charged on a time and expenses basis. Travel and other expenses will be charged if incurred. A quotation for this service will be provided upon request.

**2. Fund data cleansing and migration of employee data: Charged at \$150.00 per hour:**

This fee is a time-based charge associated with the data validation and migration of your employee data to the SuperChoice system, if required. This fee may be charged if the fund information held on your payroll system is incomplete and you require our assistance to validate and cleanse the data prior to migration."

**Other Fees that may be apply to Brighter Super Clearing House Clients:**

- **Refund Fees:** We reserve the right to charge a refund fee of \$35 where money is returned by the fund due to an error by either the employer or employee (e.g. selecting an incorrect fund).
- **Dishonour Fees:** We reserve the right to charge a dishonour fee of \$35 where a direct debit request is dishonoured by your bank.
- **Stop Payment Fee:** We reserve the right to charge a stop payment fee of \$35 where a payment is submitted and the employer request a recall on the funds.

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## **RIGHTS AND OBLIGATIONS**

Your use of the SuperPay Clearing House and STP facility is governed by the terms and conditions set out later in this PDS, in the Application Form and the Direct Debit Terms and Conditions accompanying the Direct Debit Request Form (DDR).

Both, SuperChoice and Brighter Super reserve the right to change these terms and conditions at any time.

### **Useful Information and Updates**

From time to time, SuperChoice or its related companies would like to contact you or send you information regarding superannuation changes that impact on the Brighter Super Clearing House and STP Service and on any other products and services.

SuperChoice encourages you to receive this information, however, if you do not wish to receive it, please contact Brighter Super at [employers@brightersuper.com.au](mailto:employers@brightersuper.com.au)

### DIRECT DEBIT REQUEST (DDR) LODGEMENT FORM

Direct debit is a simple option to pay your superannuation contribution payments through SuperChoice's payment service provider, PayClear Services Pty Limited (Australian Financial Services Licence 314357 and Direct Debit User ID 359231). Before choosing this option, you should check with your financial institution to ensure that the DDR facility is available with your account and then complete this form in block letters using blue or black pen.

#### 1. Organisation name and contact details

Organisation name		ABN
Address		
Suburb	State	Postcode
Contact Name	Contact Job Title	
Contact Telephone Number	Contact Fax Number	
Contact E-mail Address		

#### 2. Your bank account / financial institution details

Bank/Financial Institution name		
Branch Address where account is held	State	Postcode
Account Name	BSB number	Account number

#### 3. Authorisation

To: PayClear Services Pty Limited (User ID 371418) ABN 93 124 852 320	
Commencing immediately, I/we authorise you as the payment service provider for PayClear, to arrange for funds to be debited from the account specified above in the amounts specified in the Contribution Schedule sent using the SuperChoice system. Note: If a Joint account is to be debited, both signatures are required.	
Authorised Signature	Authorised Signature (for joint accounts only)
Name	Name
Date	Date

Return to: SuperChoice Services Pty Limited  
Level 8, 35 Clarence Street Sydney 2000 | Fax: 02 8038 6823 | email: [scadmin@superchoice.com.au](mailto:scadmin@superchoice.com.au)

## PayClear Direct Debit - Client Service Agreement

Our commitment to you,

### Drawing arrangements:

PayClear will draw the exact amount that you authorise via the SuperPay Service.

If the payment is authorised on SuperPay before 4pm on a given business day the payment will be drawn from your account on that day. If a payment is authorised after 4pm or on a non-business day the payment will be drawn on the next business day.

We will not change any details of drawings arrangements without *giving you at least fourteen (14) days written notice*.

We reserve the right to cancel the PayClear direct debit client service arrangement if two or more drawings are returned unpaid by your nominated Financial Institution and to arrange with you an alternate payment method.

We will keep all information pertaining to your nominated account at the Financial Institution, private and confidential

### Your rights:

You may terminate the PayClear direct debit client service arrangement at any time by giving written notice directly to us, or through your nominated Financial Institution. Notice given to us should be received by us at least 14 business days prior to your next payment.

You may stop payment of a drawing under the PayClear direct debit client service arrangement by giving written notice directly to us, or through your nominated Financial Institution. Notice given to us should be received by us at least 5 business days prior to the due date.

You may request change to the drawing amount and/or frequency of the PayClear direct debit client service arrangement drawings by contacting us and advising your requirements no less than 5 business days prior to the due date.

Where you consider that a drawing has been made incorrectly [outside the PayClear direct debit client service arrangement] you may take the matter up directly with us, or lodge a Direct Debit Claim through your nominated Financial Institution.

### Your responsibilities:

Your commitment to us,

It is your responsibility to ensure that sufficient funds are available in the nominated account to meet a Contribution Payment.

It is your responsibility to ensure that the authorisation given to draw on the nominated account is identical to the account signing instruction held by the Financial Institution where the account is based.

It is your responsibility to advise us if the account nominated by you to receive the direct debit client service arrangement is transferred or closed.

It is your responsibility to arrange with us a suitable alternate payment method if wish to cancel the direct debit client service arrangement.



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## TERMS AND CONDITIONS

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

### **1 General Client/User Access Obligations**

- 1.1 Client warrants it is authorised to enter into this agreement to receive the SuperPay Service ("Service").
- 1.2 A Client is an Authorised person who is either an owner of the business, has been placed in charge to manage the business or is a personnel of the business who has been delegated the authority to sign-up and act for the SuperPay service by the owner or director of the business.
- 1.3 As a Client, you must provide all the required information to us and meet a minimum data set requirement before we are able to accept your application.
- 1.4 You will be advised when you successfully sign up for the SuperPay service. We reserve the right, at our discretion, to decline your application and access to the SuperPay service.
- 1.5 A Client may use the SuperPay service to create other users of the service with equal or lesser rights and privileges.
- 1.6 Client must ensure that each User is authorised to gain access to the SuperPay service and complies with all obligations and responsibilities as outlined under these Terms and Conditions.
- 1.7 Client must ensure access to the site providing the SuperPay Services ("Site") and Services is undertaken in a secure manner.
- 1.8 Client must ensure at its own cost that its software and hardware is capable of accessing the Site and that they utilise a web browser which is compatible with the Site (only the latest versions of

Microsoft Internet Explorer and Mozilla Firefox are supported) and this may be changed without notice.

- 1.9 Client is responsible for maintaining its own industry standard anti-virus and security measures to prevent unauthorised access to SuperPay Services and to avoid viruses affecting the Site.
- 1.10 Client must not, and must use reasonable endeavours to ensure Users do not, change, impair or damage the Site or SuperChoice's computer systems.

### **2 Availability/Access to the Site**

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

### **3 Security of Login and Password**

- 3.1 A User's Login and Password must be kept safe and secure.
- 3.2 Users must not disclose the Login or Password to any other person.
- 3.3 Users must not record their Login or Password in any way which would allow anyone else to identify the record as their Login or Password.
- 3.4 Users must not permit any other person to use their Login or Password.

- 3.5 Users must not select a Login or Password which is easily identifiable, such as a birth date or a street name.
- 3.6 Users must take care to log off the system and/or close the browser window (if necessary) to ensure unauthorised users do not obtain access to the system.
- 3.7 SuperChoice must be notified immediately if a record of Client's Login or Password is lost or stolen or if Client is aware or suspects that another person knows or has used its Login or Password. SuperChoice will then cancel the Login or Password and will arrange for Client to select a new one.
- 3.8 SuperChoice may cancel a Login or Password at any time without notice if SuperChoice believes that the Login or the Password is being misused or has been used to perform an unauthorised transaction.
- 3.9 SuperChoice takes no responsibility for any loss whatsoever where unauthorised parties have used Client's Login and Password.

#### **4 Security of the Services**

- 4.1 SuperChoice will utilise a range of security measures to help ensure the security of the SuperPay Service including:
  - (a) Firewalls; and
  - (b) Data encryption (128 bit Secure Sockets Layer (SSL) protocol.
  - (c) Such other measures as may be required under the SuperStream or STP Standards.
- 4.2 SuperChoice will comply with its security policy which complies with the Australian Information Security Management Policy (AS ISO/IEC 20000.1-2007). For more details see the Standards Australia website at [www.standards.com.au](http://www.standards.com.au).

- 4.3 SuperChoice cannot guarantee that any data transmission over the internet is totally secure.
- 4.4 If Client becomes aware of a breach or potential breach of security relating to the Site or the SuperPay Services, it must notify SuperChoice as soon as is reasonably possible and must take all steps available to stop the breach or prevent the breach from re-occurring.

#### **5 Client's Obligations in order to Receive Services**

- 5.1 It is the responsibility of the Client to undertake the following tasks in receiving the SuperPay Services:
  - (a) Create User Accounts for staff to access the service.
  - (b) Create/Change/Update employer details.
  - (c) Upload payroll or STP file.
  - (d) Create contributions through payroll upload or e-form.
  - (e) Authorise and make payments for contributions.
  - (f) Authorise and make payments for fees.
  - (g) Register new employees (members) including providing all required and optional data.
  - (h) Nominate the employee's Superannuation Fund.
  - (i) Allocate contribution types.
  - (j) Assign contribution amounts to employees.
  - (k) Change/update/amend employee details as applicable.
  - (l) Establish that any Fund chosen by an employee is a complying Fund.
  - (m) Provide the Unique Fund Identifiers (USI, ABN, Fund Name) as required to identify a Fund.
  - (n) Notify SuperChoice in advance if Client changes their bank account.

- (o) Ensure that Client's nominated bank account holds sufficient funds to meet the Contribution payment.
- 5.2 Other Client obligations:
- (a) It is your obligation to provide SuperStream and STP Data in a timeframe that ensures you will meet your obligations under the SuperStream and STP Standards.
  - (b) If you believe there has been a mistake in the Data, you must notify SuperChoice immediately. Any delay in notifying SuperChoice may prejudice the ability to rectify the error.
- 6 Contribution Services**
- 6.1 Client may make Contributions through the SuperPay Service only by using the on-line facility, in which case, SuperChoice will provide the following services:
- (a) Based on the Contribution Data for a Contribution Period, it will identify the Superannuation Fund to be paid, the total amount payable to each Superannuation Fund, the employees for whom the Contributions are payable and their individual amounts.
  - (b) It will withdraw (via Direct Debit) the Contribution and any transaction fees from Client's Bank Account.
  - (c) If Contribution Data has been provided in full and without error or defect, it will arrange to reconcile matching Contribution Data to the Contribution payment including any transaction fees prior to the Cut-Off Time each Business Day (4.00pm).
  - (d) If Contribution Data has not been provided in full, or has an error or defect, or there is a mismatch between the Contribution Data and the Contribution payment, it will endeavour to contact Client within 5 working days to resolve the error and either return the Contribution or prepare a re-submission of the Contribution.
- (e) Once there is an exact match between the Contribution Data and the Contribution payment, it will arrange payment of the Contribution to the account (EFT) of each nominated Superannuation Fund, accompanied with either electronic remittance or paper that sets out the Contribution Data to enable the Superannuation Fund to reconcile the contributions.
  - (f) From the time we initiate payment SuperChoice will use reasonable endeavours to arrange payment of the Contribution to the account (EFT) or address (Cheque) of each nominated Superannuation Fund within 5 business Days.
  - (g) If the Contribution or the corresponding Contribution Data is not received on a Business Day (i.e. weekend or public holiday in New South Wales), it is taken to be received on the next Business Day.
- 6.2 Client can only use the Service to make contributions to a Complying Superannuation Fund or Retirement Saving Account which is a fund that has elected to be regulated and complies with the *Superannuation Industry Supervision (SIS) Act, 1993*.
- 6.3 Client may need to comply with certain other requirements of a Superannuation Fund before it can make a Contribution to it. For example, it may be a requirement of some Superannuation Funds that a client (who is the employer) be registered with that Superannuation Fund before Contributions can be accepted. SuperChoice will publish messages identifying Superannuation Funds which require prior employer registration, but it is Client's

responsibility to meet the registration requirements before contributing.

- 6.4 SuperChoice will use reasonable endeavours to arrange payment of the Contribution to the account (EFT) of each nominated Superannuation Fund within 10 Business Days of receiving accurate and compliant Contribution Data.

## **7 Making contribution payments through the SuperPay Service**

### **7.1 By Direct Credit (EFT):**

- (a) When Client authorises a contribution, SuperChoice will issue a Payment Reference Number (PRN) and display the account number for the payment. The employer does have the ability to override the PRN for Direct Credit payments.
- (b) Client must lodge the PRN with the payment to the correct account number with its Bank transaction so that SuperChoice can match the Bank transaction to the contribution.
- (c) Failure to supply the PRN may mean that SuperChoice is unable to match the transaction and may cause delays.
- (d) In such a case, SuperChoice will endeavour to contact Client within 5 working days, but failure to supply the PRN may result in a delay of up to 20 working days before the contribution is made.
- (e) If the Bank transaction is successfully lodged to the correct account number and with the correct PRN, SuperChoice will issue a status update which will appear on Client's contribution processing screen.
- (f) SuperChoice takes no responsibility for delays caused by a failure to supply a correct PRN.

### **7.2 By Direct Debit:**

- (a) A valid Direct Debit Request must be in place to provide the Service. If Client cancels or revokes the Direct Debit Request or Client's bank account is closed or not available for deduction, SuperChoice cannot provide the Service.
- (b) Client must make sure that its bank account remains open and it has sufficient funds to cover the Contribution payment including any transaction fees. If the financial institution dishonours the debit, it may charge the Client a dishonour fee.
- (c) Client must complete and send a new Direct Debit Request form to SuperChoice if it changes its bank account details.

## **8 Contribution Data Services - Obligations**

### **8.1 Client obligations:**

- (a) It is Client's obligation to provide Contribution Data and the Contribution payment in a timeframe that ensures the Client will meet its obligations under the *Superannuation Guarantee Administration Act (SGAA) 1992*. Each quarter, employers are legally required to submit their Superannuation Guarantee Contributions to the receiving Superannuation Fund by the 28<sup>th</sup> of the month following the end of the quarter. Client must make contributions well before the 28<sup>th</sup> of the relevant quarter to ensure sufficient time is allowed for the clearing of monies to meet the deadlines. **SuperChoice suggests making contributions at least 10 Business Days before the deadline.**
- (b) If Client believes there has been a mistake in the Contribution Data, such as the amount of a

Contribution and the corresponding bank transaction, it must notify SuperChoice immediately. Any delay in notifying SuperChoice may prejudice the ability to rectify the error.

## 8.2 SuperChoice obligations:

- (a) SuperChoice will transfer correctly submitted Contribution Data to the relevant superannuation fund, so that it reaches the Fund within 10 Business Days of SuperChoice receiving the Contribution Data.
- (b) SuperChoice will notify the Client within 5 Business Days if it becomes aware of incorrectly supplied or inaccurate Contribution Data or if the Bank transaction fails to match the Contribution Data.
- (c) SuperChoice will make all reasonable endeavours but has no responsibility if incorrect Contribution Data is submitted by Client.
- (d) SuperChoice may, at any time and without notice, add or remove or make changes to the SuperChoice Services to enhance or improve the Services.

## 9 Delayed Contributions

### 9.1 Delayed Contributions may occur when:

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

## 10 Unsuccessful and Mistaken Contributions

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

- (a) Contribution Data may not be promptly and successfully processed online if there is an error in the Contribution Data.
- (b) In limited circumstances Client may be able to correct an error and re-submit Contribution Data if the Contribution has not been processed).
- (c) Client must notify SuperChoice before 4.00pm (Cut-Off time) on the same day if it wishes to stop a Contribution.
- (d) If Client receives notice that a Contribution has been dishonoured (e.g. because of insufficient cleared funds in bank account), Client may be charged a dishonour fee by the bank and by SuperChoice in relation to the dishonour.
- (e) If a technical error prevents processing the Contribution (to the Superannuation Fund) SuperChoice will notify Client after receiving notice that the file has been rejected and either correct the technical errors or create a replacement Contribution. If the technical error cannot be corrected, SuperChoice will notify Client immediately.
- (f) If any Contribution is not accepted or returned by the Superannuation Fund, and SuperChoice is unable to resolve the problem within 10 Business Days of receipt of the returned payment, it will refund the money to Client's bank account and notify Client of the error by email), in which event Client must resolve the issue with the Fund and re-submit the Contribution.

## 11 STP Submission

11.1 When Client provides STP Data through the Site or via API, SuperChoice will provide the following services:

- (a) If the STP Data has been provided in full and without error or defect, it will prepare and remit to ATO a STP Submission in accordance with the STP Standards.
- (b) If the STP Data has not been provided in full, or has an error or defect, it will notify Client either via the Site or via API, as applicable.
- (c) If the STP Data has not been provided in full, or has an error or defect, it will notify Client either via the Site or via API, as applicable.

11.2 Client may only use the STP Service to make STP Submissions to ATO.

11.3 Client must only submit for ABN's for which the Client is authorised to submit for as defined in the ATO STP BIG.

## **12 Delayed STP Submissions**

12.1 SuperChoice accepts no responsibility if the STP Data is not submitted in time to make a STP Submission to ATO by the deadline required under the STP Standards.

## **13 Unsuccessful and Mistaken STP Data**

13.1 STP Data cannot be cancelled or changed if the conditions for making a STP Submission have been met. If a change or correction is required then an Update or Full File Replacement must be submitted in accordance to the ATO rules defined in the ATO STP BIG.

13.2 If the Client has concerns about a STP Submission that has been made, the Client may request support using the details available on the Site.

13.3 If a technical error prevents ATO from processing any STP Submission, SuperChoice will notify the Client after receiving notice that the file has been

rejected and, if applicable, correct the technical errors or create a replacement STP Submission. If the technical error cannot be corrected, SuperChoice will notify the Client.

## **14 Data Maintenance**

14.1 SuperChoice will:

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

## **15 Confidentiality of Data**

15.1 SuperChoice is committed to the protection of confidential Data and will collect, record and disclose it only as outlined in its Privacy Policy, a copy of which the Client may obtain upon request.

15.2 Client agrees that SuperChoice may contact and liaise with third parties about Client's Data for the purpose of providing the SuperPay Service.

15.3 Client agrees that SuperChoice may use Client's Data to compile usage statistics where such statistical results do not include confidential Data or data which can be used to identify Client or employees.

15.4 SuperChoice may disclose Data:

- (a) To relevant employees, its payment agent and to superannuation funds for the purposes of providing the SuperPay Service.
- (b) To legal advisers, auditors and other consultants of either party
- (c) If it is required to disclose the information by law or a regulatory body or in connection with any legal proceedings.

- 15.5 SuperChoice will have no liability of whatsoever nature to the Client in respect of the use of the data by QSuper.
- 16 Anti-Money Laundering and Counter-Terrorism Financial Law**
- 16.1 The Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML/CTF Act) covers the financial sector, gambling sector, bullion dealers and other professionals or businesses that provide services covered by the Act.
- 16.2 The AML/CTF law includes prohibitions against any person dealing with the proceeds or assets from criminal or terrorism activity, involvement in the same (and suspected involvement).
- 16.3 By accepting these Terms and Conditions, you agree to the following:
- (a) We are not required to accept and/or act on a payment instruction if under the AML/CTF we suspect that 1) you are not the person who has been authorised to use the SuperPay service and/or 2) we suspect that under reasonable grounds that by processing the given transaction we may be breaching the AML/CTF Law in Australia and in any other country.
  - (b) We may delay and block any transactions if we believe that a transactions is going to compromise our business and place us in breach of the AML/CTF Law in Australia and in any other country.
  - (c) We will not incur liability to you for any loss (including consequential loss) which may have been caused to you as a result of us trying to prevent AML/CTF Law breach in Australia and in any other country.
  - (d) As part of the registration process, you agree to provide information to us which will allow us to fulfil our 'Know Your Client,

KYC' and AML/CTF law obligations.

(e) As per, section 12.4 (c), we may provide your data and information captured about you as part of legal proceedings and/or during investigation by authority in suspected AML/CTF breaches.

**17 Production of Data**

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

**18 Fees and Charges**

18.1 Client must pay the fees set out in the PDS.

18.2 Transaction fees are paid at the same time as the Superannuation Contributions. A tax invoice will be provided online for these charges. All other fees are charged monthly in arrears.

18.3 If the fees are not expressed to be GST inclusive, the amount is increased by an amount equal to the GST payable.

18.4 Client acknowledges it may incur bank fees from its Bank Service Provider for any contributions made or that fail to be made (dishonour).

18.5 SuperChoice reserves the right to increase fees and charges with 30 days written notice.

**19 Warranties**

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

## **20 Limits to SuperChoice Liability**

20.1 SuperChoice is not liable:

- (a) for any loss of funds resulting from incomplete or inaccurate Contribution Data or non-matching Contributions that directly lead to either delays or mistaken or unsuccessful transactions.
- (b) for any loss of funds or any interception of Data through any unauthorised access to Client's bank account(s) unless SuperChoice caused or contributed to such loss by any negligent or wilful act on the part of its employees or contractors.
- (c) for any loss due to charges being levied on Client by any Government agency for late payment of superannuation Contributions.

20.2 Client's Liability

- (a) Client must indemnify SuperChoice against any loss, liability or damage which SuperChoice may suffer arising from Client's or its User's failure to observe its obligations under this Agreement or arising from the Client or its User acting negligently or fraudulently when accessing the SuperPay Service.

## **21 Limit to Client's and SuperChoice's Liability**

21.1 To the fullest extent permitted by law, in no circumstances will either Client or SuperChoice be liable for any special or

indirect loss or damage (including consequential loss or loss of profits).

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

## **22 Termination**

22.1 Either party may terminate this Agreement by giving 30 days' notice in writing (including by email) to the other party.

22.2 SuperChoice may suspend the Services if the Client is in default of any of its obligations until such default is rectified.

22.3 The Client may suspend payment of fees if SuperChoice is in default of any of its obligations under this Agreement until such default is rectified.

22.4 On termination of this Agreement, and subject to payment of all reasonable fees and expenses calculated at SuperChoice's then standard rates, SuperChoice will provide the Client access to Client's Data.

22.5 On termination of this Agreement, the Client will return all hardcopies and delete all electronically stored copies of SuperChoice's documentation and materials.

22.6 The parties will meet their own expenses associated with discharging their obligations on termination of the Agreement.

## **23 Changes to the Agreement**

23.1 SuperChoice may change this Agreement at its discretion with 30 days written notice. If Client does not agree to any such change, Client must immediately provide notice of intention to terminate the Agreement in accordance with clause 22.1.



23.2 Notice of any change may be given electronically (including by posting notices on the SuperChoice website).

## **24 General Provisions**

24.1 The parties will be deemed to have entered into this Agreement when SuperChoice accepts the Client's Application to receive the SuperPay Service.

24.2 Entire Agreement: This Agreement, the Direct Debit Lodgement Form and the Financial Services Guide and the Product Disclosure Statement constitute the entire agreement of the parties in respect of the SuperPay Service.

24.3 Agents/Contractors: SuperChoice may engage agents or subcontractors to assist it with performing its obligations under this Agreement without the prior consent of the Client. However, SuperChoice remains principally liable under the Agreement.

24.4 Assignment: Client may assign or novate all or any of its rights or obligations under this Agreement to a related company provided that it gives SuperChoice not less than 30 days prior written notice. An assignment or novation to a non-related company by the Client must be consented to by SuperChoice, which will not unreasonably withhold consent. SuperChoice may charge reasonable fees for any services provided as a consequence of any assignment or novation by the Client. SuperChoice may assign or novate its rights and/or obligations in this Agreement at any time upon notification on its website.

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