

**Clearing House Terms and Conditions
(as at 30 May 2012)**

1. Status of these Terms and Conditions

- 1.1. These terms and conditions and the Application Form are intended to describe the manner and extent to which we will provide, and you will use, the Service. These terms and conditions record the current level of understanding between you and us and are a record of your and our intentions in respect of the issues described in these terms and conditions. You and we agree that these terms and conditions are not contractually binding and that these terms and conditions do not impose any legal liability or obligation on you or us. You and we agree that these terms and conditions do not constitute any offer or invitation which is capable of acceptance.
- 1.2. You should read these terms and conditions carefully before signing the Application Form.

2. Definitions

Application Form means the form entitled "Clearing House Application Form".

Bank means Westpac Banking Corporation (ABN 33 007 457 141) or such other bankers as are notified by us to you from time to time.

Business Day means any day on which banks are open for business other than a Saturday, Sunday or public holiday in Perth, Western Australia.

Chosen Fund means a superannuation fund into which payments are to be directed in accordance with Contribution Information.

Contribution means employer superannuation contributions, salary sacrifice contributions and personal after tax contributions which are, or may be, payable by an Employer in respect of its employees.

Contribution Information means the information you or your Payroll Service Provider provide regarding the contributions payable to each employee's Chosen Fund for a contribution period, including tax file numbers for your employees.

Contribution Period means the period commencing on the day after a Pay Date and ending on the next Pay Date.

Direct Debit Agreement means the direct debit agreement between you and the Bank.

Direct Debit Request means a request to make a direct debit pursuant to your Direct Debit Agreement.

Employer means any person or entity named in the Application Form as employer and if there are more than one means each of them separately and every two or more of them jointly.

Employer Online means the existing online service provided by us that allows employers to submit superannuation information such as salary and details.

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

Pay Date means each date on which the salary of employees is payable by the Employer.

Payroll Service Provider means an Office of Shared Services (being a business unit within a Western Australian State Government department) or bureau engaged by an Employer to perform its payroll functions and make superannuation contributions on its behalf.

Personal Information has the same meaning as in the *Privacy Act 1988 (Cth)*.

Required Information means each employee's payroll identification number, surname, given names, membership number, date of birth, nominated superannuation fund name, type of contribution and Superannuation Product Identification Number (SPIN) and the Australian Business Number (ABN) and contact details of the employee's Chosen Fund or the bank account details of the employee's Chosen Fund where applicable.

Service or Services means the clearing house service described in, and provided under, these terms and conditions.

Us, we, our means Government Employees Superannuation Board.

You, your means either:

- (a) the person, persons or entity named in the Application Form as the Employer; or
- (b) the Payroll Service Provider engaged by the Employer and which is named in the Application Form.

3. Term

These terms and conditions commence on the date that we advise you that we have accepted the Application Form and will continue until terminated under clause 10.1.

4. Services

4.1. We will provide the following Services to you:

- a) based on the Contribution Information for a contribution period, we will identify the Chosen Funds into which Contributions are directed to be paid, the total amount payable to each Chosen Fund, the employees for whom they are payable and the Contribution amounts in respect of each employee;
- b) using the Clearing House Hub, we will direct the Bank to provide the trustee of each Chosen Fund with:
 - i. details of the Contributions; and
 - ii. Contribution payments;
- c) using the Clearing House Hub, we will direct the Bank to withdraw from the Nominated Account the total amount of the Contributions payable by you for that Contribution Period to the Chosen Funds in accordance with your Direct Debit Agreement; and
- d) using the Clearing House Hub, we will direct the Bank to pay the relevant Contributions to the trustee of each Chosen Fund or into an account or accounts nominated by the trustee of a Chosen Fund.

- 4.2. We will use reasonable endeavours to provide the above Services to you within 10 Business Days of receipt of Contribution Information. Contribution Information received on a day that is not a Business Day is taken to be received on the next Business Day.

5. Errors and Rejections

- 5.1. If you provide Contribution Information which contains errors or omissions that prevent the processing or accessing of the Contribution Information, then:
- a) that part of the Contribution Information may be rejected by us, the Bank or the Chosen Fund;
 - b) you will be notified of the rejection by Us; and
 - c) the money will be returned to your Nominated Account.

You may then choose to:

- a) resolve the issue with the Chosen Fund; or
 - b) correct the error and resubmit the Contribution Information for reprocessing on the next Pay Date or a date agreed with us.
- 5.2. If we receive notice that a Direct Debit Request can not be processed, then we will notify You. You may then choose to:
- a) resolve the issue with the Chosen Fund; or
 - b) deposit the required funds into the Nominated Account and resubmit the Contribution Information for reprocessing on the next Pay Date or a date agreed with us.

You will bear any fees and costs related to the failure of the Direct Debit Request.

6. Legislative Requirements

You understand that:

- a) you will be taken to have made a contribution to a Chosen Fund when the Chosen Fund receives and accepts the Contribution payment; and
- b) it is your responsibility to ensure that Contributions and the Required Information relating to those Contributions are provided with sufficient time to be forwarded to the Chosen Funds in accordance with any legislative or fund requirements.

7. Your Obligations

- 7.1. You will read the terms set out in the Bank's Product Disclosure Statement before submitting the Application Form requesting provision of the Services.
- 7.2. You will provide us with the original executed version of the Direct Debit Agreement and maintain that Direct Debit Agreement while you continue to use the Services.
- 7.3. You are responsible for the accuracy and completeness of all Contribution Information. We may rely on all Contribution Information provided by you without further enquiry.

- 7.4. You will provide us with Contribution Information and all information we reasonably request about your employees and Chosen Funds (including any new Chosen Funds) before we can provide the Services for each Contribution period.
- 7.5. All Contribution Information provided to us will be submitted using Employer Online in the manner prescribed by us from time to time. Consultation with an Employer will occur prior to any change to the Services which may impact that Employer.
- 7.6. If you use the services of a Payroll Service Provider, then you will make all necessary arrangements with, and provide all relevant direction and authorisation to, that party to utilise the Services.

8. Fees

- 8.1. The fees payable for the Services are those set out in the schedule.
- 8.2. Fees are payable, in full, by electronic funds transfer or cheque within 30 days of the date of each invoice.
- 8.3. We will give you at least 30 days' prior notice if we vary the fees or introduce a new fee.

9. Use of information

- 9.1. You agree that we may use information relating to the provision of the Service for internal business and management reporting purposes

10. Privacy

- 10.1. We collect information about you and your employees in order to provide the Service. Our Privacy Statement (available at our website at www.gesb.com.au) outlines how we collect and record Personal Information.
- 10.2. You agree that we may disclose Personal Information to, and liaise with, third parties solely for the purposes of providing the Service.

11. Termination and Suspension

- 11.1. Either party may terminate the operation of these terms and conditions by giving at least 30 days' prior written notice to the other party.
- 11.2. Contribution Information submitted prior to and during any such notice period will be processed. Contribution Information submitted after the expiration of the notice period will not be processed.
- 11.3. We may temporarily suspend operation of the Services at any time to deal with operational issues. Contribution Information submitted prior to suspension will be processed on resumption of the Services. If the interruption to the Service is incapable of remedy, You may terminate the Agreement.

12. Changes to these Terms and Conditions

A copy of these terms and conditions is available on our website at www.gesb.com.au. We may vary these terms and conditions at any time. Any changes and the effective date will be posted on the website where this Service is accessed. If you continue to use the Services after the effective date you will be deemed to have agreed to the changes.

Schedule of Fees
(as at 30 May 2012)

Nil where a scheme administered by Us is the Employer's default fund.