

## Suncorp Brighter Super for business online account (terms and conditions)

**The following terms and conditions relate to your Suncorp Brighter Super online account. Please read this carefully and keep a copy for your records.**

This agreement (together with the 'Suncorp Brighter Super for business and Suncorp EASE Product Disclosure Statement' which is incorporated into 'Part 2 of Suncorp Brighter Super Product Guide', date prepared, 5 May 2016) sets out the terms and conditions (**conditions**) relating to the provision by Suncorp Portfolio Services Limited (**SPSL**) ("**We, our, us**") (ABN 61 063 427 958, AFSL 237905) of access to the Suncorp Brighter Super online service for employers (**service**).

The service enables you to view, update and amend information relating to employees of your business who are members of Suncorp Brighter Super and the superannuation contributions you pay on their behalf (**contributions**).

### Authorised persons and relevant obligations

1. You warrant that the information completed by you during the online registration process is true and correct, and that you've authorised persons with appropriate authority (**authorised persons**) to access and utilise the service on your behalf. On receipt of this information, each of the authorised persons will be granted a confidential and unique user ID and password.
2. You warrant that each of your authorised persons will keep the unique user ID and password issued to them secure and confidential. You further agree to require your authorised persons to comply with these conditions and to give a copy of the conditions to authorised persons.
3. You agree not to disclose to any other person, corporation, entity or organisation any user ID or password issued to your authorised persons, whether in use or not, nor any other confidential information relating to the service.
4. You agree to use reasonable efforts to stop an authorised person from accessing the service should they leave your employment or no longer have appropriate authority. You also agree to record any changes in authorised persons or changes in the details of an authorised person by using the service within 30 days of when a change occurs. If you want to access or correct details of an authorised person through the service, and cannot do so, you undertake to contact us on 13 11 55 as soon as reasonably practical.
5. You agree to immediately stop an authorised person from continuing to access the service should they lose or misplace their user ID or password, or you suspect that the secrecy of these details has been compromised.
6. You agree that you're solely responsible for the accuracy of the information supplied to us and the correct placement of that information using the service, by utilising user IDs and any passwords that have been allocated to an authorised person.
7. You acknowledge that we may not accept any instruction or process any transaction request unless that instruction or request was made using a user ID and a password issued to an authorised person and that user ID and password are:
  - capable of verification by us against our records;
  - properly used to convey your non-written consent to a transaction;
  - verified against our records; and
  - accurately recorded, along with details of the transaction, by us, electronically or otherwise, in a form capable of being readily accessed and understood at any time during the period which records are required to be kept by or under law.

### Information

8. You acknowledge that information concerning you or your contributions, and personal information of employees, may be released to your plan's adviser, agent, general agent, broker or dealer or their employees (**agent**) together with details of any fees payable to that agent, upon their request. You agree that you consent to the release of information concerning you in this manner and acknowledge and agree that we will collect, deal with and disclose any personal information of employees in accordance with our privacy statement available in our Brighter Super Product Disclosure Statement and Product Guide at [suncorp.com.au/super](http://suncorp.com.au/super). We'll, upon request, provide you with a copy of information concerning you which is then presently available to agents.

9. You acknowledge that we'll be using the email address you supplied in relation to the authorised persons to correspond with you on matters relating to the service.
10. You understand that while the use of email is convenient and usually instant, it is not guaranteed to be secure.
11. You agree that, in accordance with our privacy statement in the Brighter Super Product Disclosure Statement and Product Guide, we may directly market products and services provided by other companies which are a part of the Suncorp Group under the same brand. If you, at any time, don't want to receive this information, please contact us by visiting our website [suncorp.com.au/privacy](http://suncorp.com.au/privacy) or by giving us a call on 13 11 55.

### **Responsibilities and obligations**

12. If you wish to use Suncorp Brighter Super's online services to help facilitate the payment of contributions to an external superannuation fund for an employee who nominates that fund under the choice of fund regime, you accept and acknowledge that you'll have to use our clearing house facility, Suncorp EASE™ before making payment, and will need agree to its terms and conditions (**see below**).
13. You acknowledge that, when you enter into a Direct Debit Agreement with our third party payment agent in respect of the payment of superannuation contributions, by submitting contributions under the service, you will be authorising our third party payment agent to directly debit from your nominated bank account the amount of those contributions.
14. You acknowledge that it's your responsibility to ensure that superannuation contributions (and complete details relating to those contributions) are received by us by any date required by law.

### **Indemnity**

15. (a) We agree to indemnify you for claims, losses, liabilities, damages, costs and expenses made against, suffered or incurred by you as a result of a material breach of this agreement by us or a gross negligent or dishonest act by us in providing the service under the agreement.  
  
(b) The indemnity in (a) above is limited to direct and reasonably foreseeable damages amounting to the value of the transaction we could not process through the clearing house due to our material breach or gross negligence or dishonest act, and does not include indirect or special damages or damages for such matters such as loss of profits, opportunity or reputation.  
  
(c) You agree to indemnify us for claims, losses, damage, costs and expenses made against, suffered or incurred by as a result of a material breach of this agreement by you or a gross negligent or dishonest act by you or any of your employees (including any authorised person) in using the service or as a result of improper use by you or any employee (including any authorised person) of the service.

### **Liability and acknowledgement**

16. You agree that we will not be liable for our non-performance or delay in performance caused by any event beyond our reasonable control including, but not limited to, wars, hostilities, revolutions, riots, civil commotion, national emergency, strikes, lock-outs, unavailability of supplies, epidemics, fire, flood, earthquake, force of nature, explosion, embargo or any other act of God or any law, proclamation, regulation, ordinance or other act or order of any court, government or government agency or delays, unavailability, errors or other failures of the internet or other data networks.
17. You acknowledge that we rely on a third party to enable us to provide the service and that the service is, to the extent permitted by law, provided "as is, as available", and we do not warrant that the service will always be uninterrupted or error free.

### **Termination of service**

18. If you or any of your authorised persons breach any term or condition of these conditions, we may suspend your access to the service without notice.
19. We reserve the right to suspend your and any other user's access to the service due to technical reasons or other problems associated with the service, and may provide notice of suspension if it is reasonably practical in the circumstances for us to do so. Any notice regarding suspension will be posted online at [suncorp.com.au/super](http://suncorp.com.au/super) or transmitted to your nominated email address
20. We may also terminate your use of your Suncorp Brighter Super online account for reasons other than those referred to in clauses 18 and 19 above, such as where an account has been totally inactive or where no contributions have been made to Suncorp Brighter Super accounts for at least 180 days in which event we will normally give you at least 14 days' notice.
21. You may stop using Suncorp Brighter Super online at any time without the need to notify us.

### **Change in conditions**

22. We reserve the right to vary these terms and conditions by, where practical to do so, posting a notice on our website at [suncorp.com.au/super](http://suncorp.com.au/super) or notify you via your nominated email address giving details of any modification to these conditions at least 30 days prior to the date of the variation. If you continue to access the service after the date of variation you'll be deemed to have consented to them. You acknowledge that it is your responsibility to review our website from time to time to monitor updated information such as changes we wish to make. If, at any time after first use of the service, you don't agree to be bound by these conditions, you should immediately end use of the service.

### **General terms**

23. These conditions will be governed by and construed according to the law of the jurisdiction of Queensland and you submit to the exclusive jurisdiction of the courts of that State.
24. If any provision in these conditions is held invalid, unenforceable or illegal for any reason, the conditions shall remain otherwise in full force apart from such provision which shall be deemed deleted.
25. The provisions in the conditions capable of having effect after expiration of these conditions shall remain in full force and effect following expiration. The failure of a party to enforce or exercise at any time any provision or right arising from these conditions shall not be construed as a waiver of such provision or right, and shall not affect the party's right to subsequently enforce it.
26. These conditions together with the relevant Product Disclosure Statement and any material incorporated by reference constitute the entire online service agreement terms and conditions between us and you, and they supersede all previous representations, statements, understandings and agreements made.

## Suncorp EASE™ (clearing house) terms and conditions

Please read these terms and conditions carefully, before agreeing to them, paying particular attention to Paragraph 11 – ‘Liability and indemnity’.

These terms and conditions don't alter or affect in any way any other terms and conditions involving Suncorp Portfolio Services Limited (ABN 61 063 427 958, AFSL 237905) (“**We, our, us**”) or the Suncorp Master Trust (SMT) for which we act as trustee.

These terms and conditions should also be read in conjunction with the Suncorp Brighter Super for business (online) account terms and conditions, the ‘Suncorp Brighter Super for business Product Disclosure Statement and Product Guide and Suncorp EASE Product Disclosure Statement which is incorporated into ‘Part 2 of the Suncorp Brighter Super Product Guide’, prepared on 5 May 2016.

### 1.0 The Suncorp EASE clearing house

1.1 The Suncorp EASE clearing house service (**clearing house**) helps you to remit contributions for employees where the SMT is your default fund under the choice of fund regime and those employees have exercised choice to have their superannuation guarantee (**SG**) contributions paid by you to an external superannuation fund.

1.2 The clearing house is made available to you through the Suncorp Brighter Super website. However, we may appoint one or more persons (who may be a third party payment agent) to perform the clearing house services.

### 2.0 Contributions and payment methods

#### 2.1 Direct debit

If you intend to use direct debit to pay amounts to the clearing house, you acknowledge that:

- a) you must complete the online Direct Debit request process and agree to any associated terms and conditions, that can be downloaded from our website at [suncorp.com.au/super](http://suncorp.com.au/super) before providing us with any contribution information;
- b) you must provide contribution information for a contribution period using the clearing house, as advised by us from time to time; and
- c) provided you submit contribution information before 12pm (Sydney time) on a business day, the monies will normally be deducted from your bank account that night. Where contribution information is submitted on or after that time, monies may not be deducted until the night of the following business day; and
- d) a debit will be made from your bank account for the entire amount of the contribution for which you have provided us instructions. You further acknowledge that we will not be able to process any contribution payment unless there are sufficient funds in your account to pay the contribution, as instructed, in full.

#### 2.2 Direct credit

If you intend to use direct credit to pay amounts to the clearing house, you acknowledge that:

- a) you must check that your bank offers direct credit on your account;
- b) you must provide contribution information for a contribution period using the clearing house, as advised by us from time to time;
- c) immediately after providing contribution information, effect a payment into a payment agent bank account nominated from time to time by us using direct credit of an amount equal to the total contributions payable, as set out in the contribution information provided for that period;
- d) you must quote the payment reference number provided at the time of your contribution; and
- e) provided monies are paid before 12pm (Sydney time) on a business day, the monies will normally be credited to the payment agent bank account that night. Where monies are paid on or after that time, the monies will normally be processed the night of the following business day.

### 3.0 Remittance to superannuation funds

3.1 After we obtain sufficient funds from your nominated account via direct debit or direct credit as applicable, we'll arrange for a payment agent to provide the following services to you based on the contribution information you provide for a contribution period:

- a) identify, using reasonable efforts, the superannuation funds to which contributions are to be paid, the total amount payable to each fund, the employees for whom the contributions are payable and the amount to be contributed for each employee;
- b) provide the trustee of each superannuation fund with details of the payments and the individual contributions they represent; and
- c) make a payment of contributions to each fund either by EFT, as nominated by the trustee of the fund. We'll use reasonable efforts to provide the clearing house services within ten business days of receiving your contribution information. If the contribution information is received on a day that is not a business day, it'll be taken to have been received on the next business day.

3.2 You acknowledge that when we and/or any payment agent have received the contribution information, they will be unable to cancel the remittance of the contributions to which that contribution information relates.

### 4.0 Personal Information

4.1 You consent to us using and sharing with third parties information relating to you and your employees (including contribution information) as necessary for the clearing house to administer contribution payments but only in accordance with the terms of our privacy statement in the Brighter Super Product Disclosure Statement and Product Guide.

4.2 You agree to give each employee information about privacy, as required by us from time to time.

### 5.0 Errors and rejections

5.1 You acknowledge that if contribution information you have provided contains errors that prevent processing of the information, you may receive an error message prior to submission that will prevent the information from being sent. You may correct the errors and resend the contribution information.

5.2 You acknowledge that:

- a) if any contribution processed by the clearing house is not accepted by the trustee of an external superannuation fund, we will, to the extent that we are able to from the information provided by the external fund, refund the contribution to you and advise you of this; and
- b) that you will need to resolve the issue with the trustee of the external fund and re-send the contribution to the trustee directly.

5.3 You acknowledge that, if you're paying amounts to the clearing house by **direct credit**, and there is a difference between the total amount payable to any superannuation fund (as set out in the contribution information) and the amount you've paid to the clearing house:

- a) we will suspend payment to the superannuation fund; and
- b) you agree to bear all costs in resolving the issue.
- c) if we or a payment agent is unable to resolve the issue with you, the contribution payment will be refunded to you.

5.4 You acknowledge that, if you are paying amounts to the clearing house by **direct debit**, and we receive notice that a payment has been dishonoured:

- a) we'll make every reasonable effort to advise you of the dishonor; and
- b) you agree to bear all costs in relation to the dishonour if it was caused by you; and
- c) you may deposit amounts into your bank account and instruct us to proceed with the direct debit.

### 6.0 Superannuation guarantee (SG) obligations

6.1 You acknowledge that you will have only made a SG contribution to an external superannuation fund for an employee when the contribution payment is accepted by the external superannuation fund's trustee. This rule applies for all contribution payments including those made in relation to your SG obligations.

6.2 You acknowledge that neither we, nor any payment agent we may use, has any obligation to ensure that the trustee of any external superannuation fund accepts contributions paid using the clearing house.

### 7.0 Employer obligations and acknowledgments

7.1 You acknowledge that it is your sole responsibility to provide the required contribution information necessary for us to process payment of contributions as instructed by you to the external superannuation fund. Neither we, nor any payment agent we may use, is required to ensure that you provide accurate and complete contribution information or to tell you that contribution information has not been provided by you.

7.2 You are responsible for the accuracy and completeness of the contribution information. We, or any payment agent we may use (as applicable), may rely on all contribution information you provide without further enquiry.

7.3 You will comply with the application requirements (if any) of each external superannuation fund and ensure that the relevant employee has complied with their application requirements (if any) before providing the clearing house with information about the external superannuation fund.

7.4 The clearing house services need only be provided for a contribution period once the contribution information for that period and all information we require to process contributions through the clearing house, including details about your employees and any external superannuation fund (including any new external fund) is received.

7.5 You acknowledge and understand that when we and/or any payment agent that we may use has received the contribution information, and proceed to remit the contribution to the external superannuation fund, we or the payment agent (as applicable) will be unable to cancel the remittance of any contributions in accordance with that contribution information.

## **8.0 Records**

8.1 Records of contribution payments administered by the clearing house are available through Suncorp EASE.

## **9.0 Fees**

9.1 We won't charge any fees to you in relation to your use of the clearing house as long as you meet both of the following conditions:

- a) You have nominated the SMT as your default superannuation fund under the choice of fund regime and Suncorp Brighter Super product, issued out of SMT, to contribute to.
- b) you contribute to Suncorp Brighter Super for at least 50%\* of your employees.

\* The 50% rule will be based on the total number of your employees you make contributions for each time you provide the clearing house with contribution information.

9.2 You acknowledge that if you do not satisfy the criteria in clause 9.1, we may impose reasonable fees in relation to the clearing house services you use in future by giving you at least 30 days written notice. The fees will be calculated in accordance with the terms of the relevant Suncorp Brighter Super Product Disclosure Statement and Product Guide issued at the time the notice is provided. You further acknowledge that, in this situation, we will only agree to continue to offer the clearing house services to you if you establish a direct debit facility for the payment of contributions and associated fees.

9.3 If you do not agree to the fees and direct debit requirements imposed under clause 9.2 and you do not inform us that you wish to cease using the clearing house, we may cancel your use of and access to the clearing house service by giving you 14 days' written notice.

## **10.0 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 paragraph 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.

## **11.0 Liability and indemnity**

11.1 You agree that we are not liable for losses sustained or incurred due to:

- a) errors, failures and delays of any sort relating to the clearing house which are beyond our reasonable control, or which we could not reasonably prevent; or
- b) the clearing house being unavailable due to unforeseen or uncontrollable circumstances so long as we and, if relevant, the payment agents use best endeavours to try to continue to make the clearing house available.

11.2 You agree and acknowledge that, except where we intentionally or recklessly fail to exercise care and diligence, or where it's fraudulent, we won't be liable for:

- a) any amount sustained or incurred by any person as a result of your use of the clearing house, including those arising from any failure or delays by you in providing contribution information which result in the late payment or non-payment of any superannuation contributions;
- b) any delays that may occur in processing contribution information due to:
  - i) you paying a contribution on a day that is not a business day;
  - ii) you providing contribution information on or after 12pm (Sydney time) on the required business day;
  - iii) the contribution information containing errors; or
  - iv) the dishonour or return of a direct debit; and

- c) any third party act or omission (including negligent acts or omissions) relating in any way to the clearing house beyond our reasonable control to the extent to which we have no recourse against such third party in contract law.

11.3 We're not liable for any indirect, special, incidental, consequential or exemplary damage or loss of any nature howsoever caused (including loss of business profits and loss of business opportunity).

11.4 You'll indemnify us and any payment agent in relation to a liability, loss, expense or charge that we and any payment agent sustains or incurs as a result of:

- a) a breach by you of any superannuation law, tax law, industrial relations law or other legislation applicable to the clearing house or
- b) we and any payment agents' reliance on information supplied or omitted to be supplied to the clearing house by you or
- c) your and any employee's (including authorised person's) improper use of the clearing house.

11.5 This paragraph 11 continues beyond the termination of the clearing house services.

## 12.0 Termination and cessation of clearing house services

We may terminate the clearing house services by giving you at least 14 days' written notice. You may cease using the services at any time without notice. Termination and cessation does not affect any accrued rights or remedies of either party.

## 13.0 Miscellaneous

13.1 We may vary these terms and conditions by posting a notice on our website at [suncorp.com.au/super](http://suncorp.com.au/super) at least 30 days before the variation takes effect where it is practical to do so. You acknowledge that it is your responsibility to review our website from time to time to monitor updated information such as changes we wish to make.

13.2 These terms and conditions are governed by the law applicable in Queensland and each party submits to the exclusive jurisdiction of the courts of Queensland.

## 14.0 Interpretation

Unless the context otherwise requires:

**Business day** means a Sydney business day on which the banks open for business other than a Saturday, Sunday or public holiday in Sydney.

**Contribution information**, for a contribution period, is the information you give as to the contributions payable to external funds for that period.

**Default fund** means the superannuation fund you make SG contributions to in respect of an employee where the employee has not chosen an external fund.

**External fund**, is the superannuation fund you make SG contributions to in respect of an employee who has exercised Choice of Fund under the Superannuation Guarantee (Administration) Act 1992 (Cth).

**Payment agent** means the person or persons appointed by us from time to time to administer the distribution of contributions to external funds through the clearing house.

**SG contributions** means the superannuation contributions that you pay for the purposes of reducing your liability to the superannuation guarantee charge.