



# U Ethical Non-cash Payment Products

## Product Disclosure Statement

6 September 2021

### Issued by

Uniting Ethical Investors Limited trading as U Ethical  
ABN 46 102 469 821 AFSL 294147

#### Registered address

Level 6, 130 Lonsdale Street  
Melbourne Vic 3000

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**Email** [info@uethical.com](mailto:info@uethical.com)

**Telephone** 1800 996 888

#### Office Hours

8.30 a.m. – 5.00 p.m.  
Monday to Friday

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This Product Disclosure Statement (PDS) is issued by the Uniting Ethical Investors Limited trading as U Ethical. It covers non-cash payment products provided for use by investors in financial products issued by U Ethical, UCA Cash Management Fund Limited ABN 41 075 948 444) (UCA Cash) and UCA Growth Fund Limited (ABN 39 075 948 435) (UCA Growth).

These non-cash payment products are:

- issued, offered and administered by U Ethical; and
- issued by the following entities under a section 911A Corporations Act 2001 (Cth) intermediary authorisation:
  - o UCA Cash; and
  - o UCA Growth.

Information in this PDS is general advice and information only and does not take into account your personal financial situation or needs. You should consider obtaining independent financial advice that is tailored to suit your personal circumstances.

The information in this PDS is up-to-date at the time of preparation. However, the information in this PDS is subject to change from time to time. Information that is not materially adverse information can be updated by us. Updated information can be obtained from our website or by contacting us on 1800 996 888. You can request a paper copy of any updated information from us at any time, free of charge.

The products offered under this PDS are only available to investors receiving this PDS (electronically or otherwise) within Australia. This PDS does not constitute an offer or recommendation in any jurisdiction, or to any person to whom it would be unlawful to make such an offer.

## PART 1

### 1. Purpose and content

This PDS is designed to provide you with important information regarding the non-cash payment products provided by UCA Cash and UCA Growth, and offered and administered by U Ethical, including the following information:

- Who we are
- How you can contact us
- Which products we are authorised to offer
- Key features/risks/benefits of these products
- Applicable fees and charges for these products
- Any (potential) conflicts of interest we may have, and
- Our complaints handling process.

As content of this PDS changes from time to time, if we make a material change to the products (such as increasing fees or charges), we will give you at least 30 days' notice prior to the change taking effect.

### 2. Name of issuer and principal contact

Each of UCA Cash, UCA Growth and U Ethical (collectively, **U Ethical Companies, we** or **our**) are issuers of non-cash payment products provided for use by investors in the respective entities, with U Ethical being the administrator of the non-cash payment products issued.

U Ethical offers to arrange for the issue of the non-cash payment products for UCA Cash and UCA Growth, pursuant to a section 911A of the Corporations Act 2001 authorisation. U Ethical also administers the non-cash payment products.

The Principal Contact is the Director - Operations.

This PDS has been prepared by U Ethical on behalf of the U Ethical Companies, and has not been, and is not required to be, lodged with the Australian Securities and Investments Commission (**ASIC**). ASIC takes no responsibility for the contents of this PDS or for the products offered.

### 3. Australian Financial Services Licence (AFSL)

U Ethical holds an Australian Financial Services Licence (number 294 147) and is authorised to provide general financial product advice, and deal, in relation to non-cash payment products to retail and wholesale clients.

### 4. Contact details

U Ethical

Level 6, 130 Lonsdale Street, Melbourne VIC 3000

**Telephone:** 1800 996 888

**Email:** [info@uethical.com](mailto:info@uethical.com)

**Website:** [www.uethical.com](http://www.uethical.com)

### 5. Non-cash payment products offered

Non-cash payment occurs when you make a payment or cause a payment to be made through a facility, other than physical cash.

U Ethical is authorised to issue non-cash payment facilities and offers and administers the following non-cash payment products on behalf of the U Ethical Companies:

- direct debits from a valid nominated Australian bank account to credit a U Ethical, UCA Cash or UCA Growth account.
- direct credits from a U Ethical, UCA Cash or UCA Growth account to a valid nominated Australian bank account. Direct credits include periodic payments;

In the following sections we provide further detail as to the nature, key benefits and significant risks of utilising non-cash payment products. This information is a summary of the significant issues, and is not intended to be exhaustive. We recommend that, if you are not fully familiar with such products, you obtain independent advice before proceeding with a transaction.

The specific contractual terms and conditions which will apply to your dealings in these products are detailed later in this PDS.

### 6. Direct credit – periodic payments

Our periodic payment facility (a direct credit) is an automated payment system enabling a specified amount to be automatically debited from your U Ethical Companies account, on a pre-arranged, periodical basis, and then credited to a valid nominated Australian bank account with your financial institution.

#### Key features and benefits

- The convenience and ease of pre-arranging regular payments so you do not have to arrange individual payments or transfers.
- Regular automatic payments will be made.

#### Key risks

- You will need to ensure that you have sufficient cleared funds in your U Ethical account to cover the periodic payment amount.
- If you wish to cease the periodic payment, you need to do so by notifying us.

- Any refund of funds transferred will need to be organised directly with the party you are paying unless the credit was the result of an error made by us.
- Disruption to computer and/or telecommunications systems may occur from time to time resulting in the temporary unavailability of this service.

### Costs

- We do not charge any transaction fees for the facilitation of periodic payments.

**Refer to Part 2 of this PDS for the Fee Schedule.**

## 7. Direct debit

Our direct debit facility enables the transfer of funds electronically from external sources such as your payroll, Share Registries, Centrelink or a bank via BPAY (under \$1 million) and Internet Banking to your U Ethical account for your investment.

### Key features and benefits

- The convenience and ease of arranging regular payments of salaries, dividends, pensions or savings to your U Ethical Companies account for a set or indefinite timeframe without having individual payments or transfers each time.
- Automatic transfers can be one-off or periodic/regular transfers.

### Key risks

- You will need to ensure that you have sufficient cleared funds in your account to cover the direct debit amount.
- If you wish to cease the direct debit, you need to do so by notifying us.
- If there were any funds transfer errors, any refunds must be organised with the party you are paying, unless the error was made by us.
- Disruption to computer and/or telecommunications systems may occur from time to time resulting in the temporary unavailability of this service.

### Costs

We do not charge any transaction fees for the facilitation of direct credits.

However, some banks and credit unions may charge you transaction fees, depending on the type of account. Please check with your financial institution, as you will be responsible for any transaction or dishonour fees charged thereby.

**Refer to Part 2 of this PDS for the Fee Schedule.**

## 8. How to apply for these non-cash payment products

U Ethical will provide you with the relevant application, authorisation or request form so that we can facilitate your use of the non-cash payment products described in this PDS. You must complete, sign and return the relevant forms required to U Ethical before using these services.

U Ethical may request any additional documentation it needs to process your application, authorisation or request. This may include information required to confirm the identity of authorised signatories or beneficial owners to U Ethical accounts. Any additional requirements will be advised at the time of your enquiry.

An application, authorisation or request by you to use these non-cash payment products may be accepted or rejected by U Ethical in its absolute discretion, without assigning a reason.

Please contact us for a copy of the relevant form(s). You should read the terms and conditions detailed in this PDS carefully and seek independent legal and/or financial advice should you have any concerns, prior to signing the relevant form(s).

## 9. Remuneration, benefits or commissions expected to be received by U Ethical

U Ethical employees may receive both base salary and performance pay in accordance with our remuneration policy, approved by the Board in June 2020. U Ethical directors receive salaries only.

## 10. Disclosure of any relevant conflicts of interest

U Ethical Companies operate under the umbrella of The Uniting Church in Australia, Synod of Victoria and Tasmania, and do not have any relationships or associations otherwise which might influence us in providing you with our services.

## 11. Dispute resolution

As the offeror and administrator of the U Ethical Companies non-cash payment products, U Ethical has an internal dispute resolution process in place to resolve any complaints or concerns you may have, quickly and fairly. Any complaints or concerns should be directed to the Complaints Handling Officer (by telephone, facsimile, or letter) at the address and telephone/fax numbers provided in section 4 of this PDS.

We will seek to resolve and respond to complaints promptly and fairly, and will investigate your complaint, and provide you with our decision, and the reasons on which it is based, in writing.

If you are dissatisfied with the outcome, you have the right to lodge a complaint with the Australian Financial Complaints Authority, an approved external dispute resolution scheme, and of which U Ethical is a member.

Australian Financial Complaints Authority

GPO Box 3, Melbourne VIC 3001

Phone: 1800 931 678

Fax: 03 9613 6399

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

Website: [www.afca.org.au](http://www.afca.org.au)

## 12. Privacy

We are committed to compliance with the Privacy Act and the Australian Privacy Principles, and providing you with financial services in a manner which ensures your right to privacy is respected.

If you make an application, or become a signatory to our non-cash payment products, we only collect, use and retain personal information which is necessary to provide you with access to, and information about, our services. Our application, authorisation and request forms contain private information, which sets out in more detail how we use and when we disclose your personal information.

We handle your personal information in accordance with our privacy statement in the relevant forms, and in accordance with our Privacy Policy.

We may disclose information about or provided by you to external parties, such as our professional advisers, for the purpose of our business, and they are required and committed to protecting your privacy. You agree that we may disclose information about you in circumstances where the Privacy Act 1988 permits disclosure of such information, including where U Ethical Companies is required by law to do so.

If your investment or account is in more than one person's name, you agree that each person may instruct us in relation to that investment or account and have access to information about that investment or account without your consent.

If you wish to access or update information we hold about you, please ask us and we will make arrangements for you to do so.

A copy of our privacy policy is available from our website or by contacting us on the telephone number and address provided in section 4. Please contact us if you have any concerns.

### 13. Anti-Money Laundering and Counter-Terrorism Financing obligations

The Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (**AML Act**) imposes stringent obligations on financial services businesses to ascertain and verify the identity of their clients. The AML Act requires U Ethical to comply with customer client identification and verification procedures.

When you are provided a service or product by U Ethical, you are required to provide us with information for U Ethical to comply with the AML Act. Depending on the circumstances, U Ethical may need to obtain from you certain additional documents or information. You will be informed what information or documents are required, if any, when the need arises.

When you request and are provided with our products or services, you agree to ensure that you are not using our products and services in a way that breaches of any Australian laws (or the law of any other country).

We may also be required to disclose information in respect of an application and/or subsequent transactions to regulatory and/or law enforcement agencies including the Australian Transaction Reports and Analysis Centre (AUSTRAC).

### 14. Terms and conditions: Direct credits – periodic payments

#### General terms and conditions

- a) By signing the U Ethical Periodic Payment form, you agree to these terms and conditions.
- b) Each time you arrange for a direct credit you must ensure that you have sufficient cleared funds available in your account, from which the transfer is to be made, to enable such transfer to be made on the designated date(s).
- c) You shall ensure that the authorisation given to draw on the nominated account is identical to the account signing instruction held by U Ethical.
- d) U Ethical may terminate the direct credit facility provided to you at any time, without notice.
- e) You may cancel your authority for us to facilitate transfers between your accounts at any time by giving us notice in writing 7 days prior to the date on which the next transfer is due to be made.
- f) You will be required to provide U Ethical with full details of your other account(s), including name of financial institution, BSB and account name and numbers, in order for us to facilitate your direct credits. For retail clients, U Ethical is required to validate your bank account details. You are required to provide a deposit slip or a copy of any documentation from your bank showing the BSB, account number and name.
- g) If the payment falls on a non-business day, you must ensure sufficient funds are available on the following business day.
- h) When you instruct us to make a transfer to an account held with another financial institution\*, we will endeavour to make that transfer in accordance with the details you have advised. \*Only for wholesale trusts, funeral fund or deceased estates. This is not applicable to any retail accounts.
- i) These terms and conditions may be varied at any time by giving you 14 days written notice.

#### Dishonoured or stopped transactions

- a) If you have insufficient funds in your account, U Ethical may choose, at our discretion, to honour the transaction. If we so choose to honour the transaction, and your account becomes overdrawn as a result, you agree to incur and repay the debt up to the amount that the transfer exceeds the balance of your account.
- b) You can arrange for a direct credit transfer to be stopped if you notify us at least 7 days prior to the day payment is due to be made.

- c) We may at our discretion stop a direct credit request at any time. We will notify you should this occur.
- d) A request to cancel a direct credit facility must be provided by you to U Ethical.
- e) The direct credit request may be cancelled if three or more transfers are returned unpaid, and you shall be liable for any fees incurred as a result thereof.
- f) Where you consider a transfer has been effected incorrectly, you should contact us to investigate.

### No liability

- a) It is your sole obligation to ensure the information you provide to us is correct, as U Ethical will accept no liability or responsibility for transfers to incorrect accounts, and any dishonour fees resulting therefrom.
- b) To the extent permitted by law, we are not liable for any loss or damage you suffer as a result of using this facility or any delay, omission or failure in respect of any transfer (including but not limited to technical/system failure or third party failure).
- c) If we credit your account under a direct credit arrangement, we are not acting as agent for you or any other party, and we are not liable for any loss or damage to you.
- d) You will indemnify and keep us indemnified fully in respect of any claims, actions, losses, damages or expenses howsoever arising and by whomsoever caused, made against or incurred by us in respect of any matters resulting from your use of the direct credit facility.
- e) U Ethical shall not be liable for any direct credits made in good faith notwithstanding your death or bankruptcy or the revocation of this request by any other means until notice of your death or bankruptcy or of such revocation is received by U Ethical.

### Changes to terms and conditions

We may change the terms and conditions that apply to any product or service outlined in this PDS. We will provide updated information by giving you notice (if this were required, such as if the change were materially adverse to you) or by posting the information on our website. You can obtain a paper copy of any information without charge by contacting us using the details provided in Section 4 of this PDS.

## 15. Terms and conditions: Direct debits

### General terms and conditions

- a) By signing the Direct Debit Request form and submitting the completed form to U Ethical, you agree to these terms and conditions and authorise for us to arrange funds to be debited from your account.
- b) We will only arrange for funds to be debited as authorised in the Direct Debit Request.
- c) Each time you arrange for a direct debit, you must ensure that you have sufficient cleared funds available in your account, from which the transfer is to be made, to enable such transfer to be made on the designated date(s).
- d) You shall ensure that the authorisation given to draw on the nominated account is identical to the account signing instruction held by the financial institution.
- e) U Ethical may terminate the direct debit facility provided to you at any time, without notice.
- f) You may cancel your authority for us to debit your account at any time by giving us notice in writing 7 days prior to the date on which the next payment is due to be made.
- g) You will be required to provide U Ethical with full details of payee, BSB and account name and numbers, in order for us to facilitate your direct debit payments.
- h) If the debit date falls on a non-business day, you must ensure sufficient funds are available on the following business day.
- i) You should check your Australian bank account statement or U Ethical investment statement to verify that the amounts debited from your bank account or U Ethical account correct.
- j) These terms and conditions may be varied at any time by giving you 14 days written notice.



## Dishonoured or stopped transactions

- a) You can arrange for a direct debit to be cancelled or changed if you notify us in writing at least 7 days prior to the day the debit is due to be made.
- b) A request to cancel or change a direct debit facility must be provided by you to U Ethical in writing.
- c) We may at our discretion stop a direct debit request at any time. We will notify you should this occur.
- d) The direct debit authorisation may be cancelled if three or more drawings are returned unpaid, and you shall be liable for any fees incurred as a result thereof.

## No liability

- a) It is your sole obligation to ensure the information you provide to us is correct, as U Ethical will accept no liability or responsibility for debits to incorrect accounts, and any dishonour fees or charges resulting therefrom that may be charged by your financial institution.
- b) To the extent permitted by law, we are not liable for any loss or damage you suffer as a result of using this facility or any delay, omission or failure in respect of any debit (including but not limited to technical/system failure or third party failure).
- c) Direct debit may not be available for all types of accounts, so you are check with your financial institution before completing and submitting a Direct Debit Request Authority to U Ethical.
- d) If we debit your account under a direct debit arrangement, we are not acting as agent for you or any other party, and we are not liable for any loss or damage to you.
- e) You will indemnify and keep us indemnified fully in respect of any claims, actions, losses, damages or expenses howsoever arising and by whomsoever caused, made against or incurred by us in respect of matters resulting from your use of the direct debit facility.
- f) U Ethical shall not be liable for any direct debit made in good faith notwithstanding your death or bankruptcy or the revocation of this request by any other means until notice of your death or bankruptcy or of such revocation is received by U Ethical.

## Disputes

- a) If you believe that there has been an error in debiting your account, you should notify us directly by telephone and confirm that notice in writing to us as soon as possible so that we can resolve your query.
- b) If we cannot resolve the matter, you may refer it to your financial institution which will obtain details from you about the disputed transaction and may contact U Ethical on your behalf.

## Changes to terms and conditions

We may change the terms and conditions that apply to any product or service outlined in this PDS. We will provide updated information by giving you notice (if this were required, such as if the change were materially adverse to you) or by posting the information on our website. You can obtain a paper copy of any information without charge by contacting us using the details provided in section 4 of this PDS.

## 16. Unclaimed Money

If you have not operated your account for at least six (6) years (for example, by making investments or redemptions), your investment may be closed and the balance transferred to the Australian Securities & Investments Commission (ASIC) as unclaimed money. U Ethical will notify you at your last known address at least 30 days before any such variation takes effect.

## PART 2

### Account and Service Fees Schedule

This schedule forms Part 2 of the Non-Cash Payments Product Disclosure Statement. Please ask for a copy of the Product Disclosure Statement, Offer Document or Information Memorandum to assist you in making your product selection.

Effective from 6 September 2021.

Service and transaction type	Cost to you
Account maintenance fee	Nil
Account transaction fees	Nil
BPay error correction fee	Charged by our financial institution
BPay investigation request fee	Charged by our financial institution
BPay rejected transaction	Charged by your financial institution
Direct credit transaction fee	Nil
Direct debit transaction fee	Nil from U Ethical. May be charged by your financial institution.
Dishonour of a direct debit transaction on your account	Nil from U Ethical. May be charged by your financial institution.
Electronic transaction deposited into your account and returned	Nil from U Ethical. May be charged by your financial institution.
Local (Australian) funds transfer (intraday)	\$15 charged by our financial institution.
Recall of electronic funds	Nil from U Ethical. May be charged by your financial institution.
Account statement reproduction	Nil