



# Product Disclosure Statement

## Non-cash payment Products



Issued 02 May 2019

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U Ethical

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**Important note**

This Product Disclosure Statement (PDS) covers non-cash payment products provided for use by investors in UCA Cash Management Fund Limited and UCA Growth Fund Limited.

These non-cash payments products are offered and administered by Uniting Ethical Investors Limited AFSL 294 147, and provided by the following entities under a s911A Corporations Act 2001 (Cth) intermediary authorisation:

- UCA Cash Management Fund Limited ABN 41 075 948 444 (UCA Cash); and
- UCA Growth Fund Limited ABN 39 075 948 435 (UCA Growth)

(together, the U Ethical Companies).

U Ethical is a registered business name of Uniting Ethical Investors Limited ABN 46 102 469 821, a company limited by guarantee. It is wholly owned by The Uniting Church in Australia Property Trust (Victoria) ABN 39 703 442 583 and The Uniting Church in Australia Property Trust (Tas.) ABN 88 774 033 774.

U Ethical is also a parent company of UCA Cash and UCA Growth.

Please note that this PDS does not constitute a recommendation, advice or opinion. Before utilising a non-cash payment product provided by one of the U Ethical Companies, you should seek independent advice to ensure this is appropriate for your particular financial objectives, needs and circumstances.

For information regarding U Ethical's full range of products and services, please read our Financial Services Guide. If you have any queries regarding this PDS, please contact U Ethical at the following:

**U Ethical**

**Level 5, 130 Little Collins Street, Melbourne VIC 3000**

**Phone: 1800 996 888 / (03) 9251 5450**

**Fax: (03) 9650 7074**

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

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

This PDS may only be used by persons who receive it in Australia. The information in this PDS does not constitute an offer in any jurisdiction other than Australia.

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## 1. Purpose and contents of this Product Disclosure Statement (PDS)

This PDS is designed to provide you with important information regarding the non-cash payment products provided by the U Ethical Companies 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 internal and external dispute resolution process.

The information in this PDS is subject to change from time to time. Where changes are material, we will issue a revised or supplementary PDS to all clients. This PDS does not constitute an offer or solicitation to anyone outside the authorised jurisdiction. If you would like further information, please ask us. Further detail about our services is available on our website.

## 2. Name of issuer and principal contact

The Issuer is UCA Cash in respect of a non-cash payment product provided for use by investors in UCA Cash. The Issuer is UCA Growth in respect of a non-cash payment product provided for use by investors in UCA Growth. However both of the U Ethical Companies take full responsibility for the whole of this PDS.

U Ethical Investors Limited ABN 46 102 469 821 (U Ethical) offers to arrange for the issue of the non-cash payment products. U Ethical also administers the non-cash payment products and the Principal Contact is the Operations Manager. 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) (and ASIC takes no responsibility for the contents of this PDS or for the products offered herein).

## 3. Australian Financial Services Licence (AFSL)

Uniting Ethical Investors Limited holds an AFSL (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 of U Ethical

### U Ethical

Level 5, 130 Little Collins Street, Melbourne VIC 3000

Tel: 1800 996 888 / (03) 9251 5450

Fax: (03) 9650 7074

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

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

## 5. What non-cash payment products are offered by U Ethical?

A person makes a non-cash payment if they make payments or cause payments to be made through a facility, otherwise than through the physical delivery of 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:

- a) Direct credits (investments) from external sources to credit a UCA Cash or UCA Growth account;
- b) Direct credits from a UCA Cash or UCA Growth account to an Australian bank account. Direct credits include telephone transactions and periodic payments;
- c) Direct debits from an Australian bank account to credit a UCA Cash or UCA Growth account. Direct debits include Direct Offerings.

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 credits (investments)

Our direct credit facility enables the transfer of funds electronically from external sources such as your Payroll, Share Registries, Centrelink or a bank via BPAY and Internet Banking to your UCA Cash or UCA Growth account.

### **Key features and benefits**

- The convenience and ease of arranging regular transfers of salaries, dividends, pensions or savings to your UCA Cash or UCA Growth account.
- Automatic transfers can be one-off or periodic/regular transfers.

### **Key risks**

- If you wish to cease the direct credit, you must notify the remitter of the funds.
- Disruption to computer and/or telecommunications systems may occur from time to time resulting in the temporary unavailability of this service.

### **Costs**

- The U Ethical Companies 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.

## **7. Direct credits including telephone transactions and periodic payments**

Our direct credit facility enables us, on your request to transfer funds electronically from your UCA Cash or UCA Growth account to an Australian bank account on a one-off basis or on a recurring basis as a periodic payment.

### **Key features and benefits**

- Funds are cleared funds in your account once received, avoiding delays while waiting for cheque clearance.
- Requests can be faxed or emailed to U Ethical or made via telephone transactions as well as via mail.
- You can request a transfer of funds at any time.

### **Key risks**

- You will need to ensure that you have sufficient funds in your account to cover the direct payment amount.
- Disruption to computer and/or telecommunications systems may occur from time to time resulting in the temporary unavailability of this service.

### **Costs**

- There is no fee and no additional transaction costs if you use our direct credit facility.

*Please ensure you read section 13 in this PDS for the specific terms and conditions which will apply to this product.*

### **Telephone transactions**

U Ethical administers a telephone transaction facility to assist your day-to-day management of your accounts and investments with the U Ethical Companies. Please note the availability of this facility is restricted to certain types of accounts, and you will need to call us to ascertain whether you are eligible to utilise this service.

You will be required to disclose your fund account number and a password, after which you may use the facility to obtain account balances, recent transaction and interest earnings information, effect fund transfers, or arrange cheques, by speaking to one of our customer services officers. If at any time you believe your password has been misused, lost, or compromised in any way, you must inform us immediately.

### **Key features and benefits**

- From any telephone in Australia, our telephone transactions facility provides you with access to your accounts between 8.30 a.m. and 5.00 p.m. business days (Victoria).
- Access to your accounts via our telephone transactions facility is protected through the issue of a unique password.

### **Key risks**

- If you divulge your account numbers or password to a third party, you may be liable for any losses sustained as a result of the actions of such third party.
- We cannot effect your telephone transactions access if you do not provide us with sufficient or accurate information.
- Disruption to computer and/or telecommunications systems may occur from time to time resulting in the temporary unavailability of this service.

### **Costs**

- There is no fee and no additional transaction costs if you use our telephone transactions service. However, you will incur normal telephone call charges on your phone account.

*Please ensure you read section 14 in this PDS for the specific terms and conditions which will apply to this product.*

### **Periodic payments**

Our periodic payment facility (a direct credit) is an automated payment system enabling a specified amount to be automatically debited from your UCA Cash or UCA Growth account, on a pre-arranged, periodical basis, and then credited to a nominated Australian 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 funds in your account to cover the periodic payment amount.
- If you wish to cease the periodic payment, you need to do so by notifying U Ethical.
- 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 U Ethical.
- Disruption to computer and/or telecommunications systems may occur from time to time resulting in the temporary unavailability of this service.

### **Costs**

- U Ethical does not charge any transaction fees for the facilitation of periodic payments.

*Please ensure you read section 13 in this PDS for the specific terms and conditions which apply to this product.*

## **8. Direct debits including Direct Offering**

Our direct debit facility is an automated payment system enabling a specified amount to be automatically debited from your account with your financial institution, on a pre-arranged, periodical basis, and then credited to a nominated UCA Cash or UCA Growth account.

### **Key features and benefits**

- The convenience and ease of pre-arranging regular debits so you do not have to arrange individual transfers.
- Automatic debits can be one-off or periodic/regular payments.

### **Key risks**

- You will need to ensure that you have sufficient 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 U Ethical.
- Any refund of funds transferred will need to be organised directly with the party you are paying, unless the debit was the result of an error made by U Ethical.
- Disruption to computer and/or telecommunications systems may occur from time to time resulting in the temporary unavailability of this service.

### **Costs**

- U Ethical does not charge any transaction fees for direct debits. 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.

*Please ensure you read section 15 in this PDS for the specific terms and conditions which will apply to this product.*

### **Direct Offering**

Our Direct Offering facility is a direct debit facility which is an automated payment system enabling a specified amount to be automatically debited from your account with your financial institution, on a pre-arranged, periodical basis, and then credited to a nominated account with UCA Cash or UCA Growth for the purposes of making contributions to a congregation or donations to an agency of the Uniting Church in Australia.

### **Key features and benefits**

- The convenience and ease of pre-arranging regular payments.

### **Key risks**

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

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

## Costs

- U Ethical does not charge any transaction fees for the facilitation of direct offerings. 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.

Please ensure you read section 15 in this PDS for the specific terms and conditions which apply to this product.

## 9. Remuneration/benefits/commissions expected to be received by U Ethical in relation to the provision of our financial services

U Ethical's representatives are remunerated by way of salary, and other benefits. No commissions are paid.

## 10. Disclosure of any relevant conflicts of interest

U Ethical, UCA Cash and UCA Growth operate under the umbrella of The Uniting Church in Australia, Synod of Victoria and Tasmania, and does 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 Financial Ombudsman Service (FOS) (contact details below), an approved external dispute resolution scheme, and of which U Ethical is a member [membership number 12212]. You may also make a complaint via the ASIC freecall infoline on 1300 300 630.

### 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

U Ethical is 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.

We only collect, use and retain personal information which is necessary to provide you with access to, and information about, our services.

Where we disclose your personal information to external parties, such as our professional advisers, they are required and committed to protecting your privacy.

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 us. Please contact us if you have any concerns.

## 13. Terms and conditions: Direct credits

### General terms and conditions

- 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).
- You shall ensure that the authorisation given to draw on the nominated account is identical to the account signing instruction held by U Ethical.
- U Ethical may terminate the direct credit facility provided to you at any time, without notice.
- 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.
- You will be required to provide U Ethical with full details of your other account(s) including 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 cancelled cheque, deposit slip or a copy of any documentation from your bank showing the BSB, account number and name.

- f) If the payment falls on a non-business day, you must ensure sufficient funds are available on the following business day.
- g) 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.
- h) 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.

## **14. Terms and conditions: Telephone transactions**

#### **General terms and conditions**

- a) You can register for telephone transaction access by completing a telephone transactions set up form. The use of telephone transactions signifies your acceptance of these terms and conditions.
- b) The use of telephone transactions is also subject to the terms and conditions applicable to the individual account products. Please refer to the relevant Offer Document for these products for further details.
- c) You may terminate your telephone transactions access at any time by giving notice in writing to U Ethical.
- d) U Ethical may at any time terminate or suspend your access to telephone transactions for any reason.
- e) Information available through telephone transactions will reflect the most up to date account information possible which would normally be the previous business day's account information.
- f) It is your responsibility to use other means of effecting a transaction or obtaining information if for any reason you are unable to use telephone transactions.
- g) U Ethical will make reasonable efforts to ensure the availability of telephone transactions during the hours specified by us from time to time. However, we are not liable to you for, or in connection with, the failure of telephone transactions to perform any function which we have specified it will perform, or any delays or errors in the execution of a transaction or payment instruction, because of the failure of the communication network or any other circumstance beyond our reasonable control.
- h) U Ethical will endeavour to provide the most up to date account information. However, U Ethical cannot be held responsible for any loss or liability, real or contingent, for lack of access availability or out of date account information.
- i) U Ethical will endeavour to ensure all transfer instructions are carried out in accordance with your instructions but cannot be held responsible for any loss, real or contingent for any failure to do so.
- j) We will take reasonable precautions to ensure that information transmitted by us about your account remains confidential and protected from unauthorised access.
- k) Subject to any other provisions herein, U Ethical shall not be held liable for, or in connection with, any inaccuracy, errors or omissions in relation to telephone transactions access, caused by communications network failure or any other circumstances beyond our reasonable control.
- l) 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 telephone transactions.

### **Account numbers and passwords**

- a) You will provide U Ethical with your password. You must notify us in writing if you wish to amend your password.
- b) You acknowledge and accept that U Ethical cannot verify by way of signature comparison whether access was correct and authorised but accept that the use of the correct account number and password is the equivalent to the use of a signature.
- c) You are obligated to protect your account numbers and password from unauthorised access or use, as all transactions effected via telephone transactions shall be considered properly authorised and valid by U Ethical, and shall be binding on you, upon inclusion of the correct account number(s) and password, whether authorised by you or not.
- d) You agree to take full responsibility for all transactions effected through telephone transactions that use your correct account number(s) and password.
- e) You agree to advise U Ethical immediately if your password becomes known to unauthorised persons or if you suspect that they have become known to unauthorised persons.

These terms and conditions shall not restrict or modify the provisions of the Competition and Consumer Act 2010 or any equivalent State or Territory legislation and the rights conferred by such provisions.

Your use of telephone transactions after notification of variation to these terms and conditions shall constitute acceptance of the varied terms and conditions.

## **15. Terms and conditions: Direct debits**

### **General terms and conditions**

- a) 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).
- b) 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.
- c) U Ethical may terminate the direct debit facility provided to you at any time, without notice.
- d) 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.
- e) 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.
- f) If the debit date falls on a non-business day, you must ensure sufficient funds are available on the following business day.
- g) 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 stopped if you notify us at least 7 days prior to the day the debit is due to be made.
- b) We may at our discretion stop a direct debit request at any time. We will notify you should this occur.
- c) A request to cancel a direct debit facility must be provided by you to U Ethical.
- 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 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 debit (including but not limited to technical/system failure or third party failure).
- c) 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.
- 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 matters resulting from your use of the direct debit facility.
- e) 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.