

Why you need to read this

This document is the *terms and conditions* for your *credit card facility*. It sets out terms that apply to your *credit card facility*.

You'll also need to read other documents to understand all the terms that apply to your credit card facility.

Your *contract* consists of these *terms and conditions*, the *credit card agreement* and the *account and payment facility terms*. These documents should all be read together. If there's any inconsistency between the *credit card agreement*, the *terms and conditions* and the *account and payment facility terms*, then the documents and their terms will prevail in that order to the extent of the inconsistency, unless the term relates to a *payment facility*, in which case the *account and payment facility terms* will prevail.

The meaning of words printed *like this* and other important words used in this *contract* are explained in Part D of these *terms and conditions*.

Important

If a Visa credit card is lost or stolen, or if you have any security concerns about a Visa credit card or your *account* you can contact us by:

- calling 13 13 86 in Australia, 24 hours, 7 days a week
- visiting one of our branches
- calling the Visa Global Customer Assistance Service if you are outside Australia on +1 303 967 1090. Further information can be found at <https://www.visa.com.au/support/consumer/lost-stolen--card.html>

Part A: Your account and your Visa credit card

Part A of these *terms and conditions* describes:

- our agreement to make the *credit card facility* available to you if all necessary conditions are satisfied
- how the *credit card facility* can be used.

1 The credit card facility

- 1.1 We offer you the *credit card facility* on the terms of this *contract*. You accept our offer and agree to be bound by the *contract* when you sign and return the *credit card agreement* to us.
- 1.2 If you don't not accept our offer by signing and returning the *credit card agreement* to us within 90 days after the *disclosure date*, the offer is automatically withdrawn and we will have no obligation to make the *credit card facility* available to you.
- 1.3 If you do not use the *credit card facility* within 90 days of the *disclosure date* this *contract* is automatically terminated. You must pay any fees incurred before this date.

2 Conditions of our offer

- 2.1 We'll only make the *credit card facility* available to you when we're satisfied that the following conditions have been met:
 - (a) we're satisfied as to the title of any *security*, and we're satisfied that any charges, including land tax, council rates, and water fees in relation to each *security* have been paid and are up to date
 - (b) we've received every document relevant to a *security* and each document has been completed to our satisfaction

- (c) we've received any report, consent, valuation, certificate, approval, information, or any other document that we reasonably require, in a form satisfactory to us
 - (d) we've received a copy of the relevant insurance policy over any *security*, with our interest as mortgagee noted
 - (e) we're satisfied with the results of all searches and enquiries we and our consultants have done in connection with you, any *security* and any works
 - (f) you've given us all other documents and information we've reasonably requested
 - (g) all information we've been given (including each declaration given in this *contract* and any document evidencing a *security*) is correct, complete and not misleading
 - (h) we've received a certificate of independent advice from a solicitor for you and each *security provider* in a form satisfactory to us if we require it
 - (i) if the *credit card facility* will be secured by a guarantee and indemnity, you've provided us with a guarantee and indemnity signed by each relevant *security provider*
 - (j) you're not in *default* under this *contract*.
- 2.2 You represent and warrant that all information you've provided to us in connection with this *contract*, including information about you and your financial affairs and any *security interest*, is true and correct.
 - 2.3 We may refuse to make the *credit card facility* available to you if:
 - (a) we reasonably believe you may not be able to meet your obligations under the *contract* due to a change in your financial position since the *disclosure date*
 - (b) we reasonably consider it is necessary to do so to ensure we comply with any laws or regulatory obligations.

3 Declarations

General declarations

3.1 You declare (except in relation to matters disclosed to us and accepted by us in writing) that:

- (a) by entering this *contract* and carrying out your obligations under it you don't breach:
 - (i) your constitution or other constituent documents (if any) or limit any powers under those documents
 - (ii) any agreement which binds you or to which any of your assets are subject
- (b) unless the *credit card agreement* states otherwise you don't enter into this *contract* as the trustee of any trust, and
- (c) unless the *credit card agreement* states otherwise you don't enter into this *contract* acting as a partner in a partnership.

Additional declarations if you're a trustee

3.2 If you're signing this *contract* as a trustee, you declare (except in relation to matters disclosed to us and accepted by us in writing) that:

- (a) the trust has been duly established
- (b) you're the only trustee of the trust
- (c) you have power under the terms of the trust to enter into this *contract* and comply with your obligations under it
- (d) you have the right to be fully indemnified out of the trust assets for all obligations you incur under any *arrangement with us* and the trust assets are sufficient to satisfy that right of indemnity
- (e) no action has been taken or proposed to terminate the trust, and
- (f) your entry into this *contract* is a valid exercise of your powers under the trust deed for the benefit of the beneficiaries.

Additional declarations if you're a partnership

3.3 If you're signing this *contract* as a partner in a partnership, you declare (except in relation to matters disclosed to us and accepted by us in writing) that:

- (a) you haven't done or allowed anything to be done which could result in the dissolution of the partnership,
- (b) you've told us about any changes to the partnership (eg a partner dies, leaves or joins the partnership), and
- (c) you've done everything we've asked to ensure all partners of any existing or new partnership are bound by each *arrangement with us* to which you're a party.

Additional declarations if you're a company

3.4 If you are a company, you declare (except in relation to matters disclosed to us and accepted by us in writing) that:

- (a) you have been incorporated or formed in accordance with the laws of your place of incorporation or formation, you are validly existing under those laws and you have the power and authority to own your assets and carry on your business as it is now being conducted
- (b) you have the power to enter into this *contract*, to comply with your obligations under it and exercise your rights under it

(c) the entry by you into, and your compliance with your obligations and the exercise of your rights under, this *contract* do not and will not conflict with:

- (i) your constituent documents or cause a limitation on your powers or the powers of your directors to be exceeded
 - (ii) any law binding on or applicable to you or your assets
- (d) you have in full force and effect each authorisation necessary for you to enter into this *contract*, and to comply with your obligations and exercise your rights under it, and to allow them to be enforced and to carry on any business you conduct
- (e) to the best of your knowledge having made reasonable enquires, your obligations under this *contract* are valid and binding and are enforceable against you in accordance with its terms subject to any stamping and registration requirements, applicable equitable principles and laws generally affecting creditors' rights
- (f) you benefit by entering into this *contract*
- (g) you are the only holder of, and have good title to (or valid leases or licences of), all assets you use in carrying on your business
- (h) you are the beneficial owner of those assets (or if leased or licensed, your right, title or interest in them) unless you are named as a trustee in this *contract*
- (i) there is no compulsory acquisition affecting your assets
- (j) there is no current, pending or (to your knowledge, having made due enquiry) threatened proceeding, investigation or claim affecting you or any of your assets before a court, authority, commission or arbitrator in which a decision against you is likely
- (k) neither you nor any person acting on your behalf in connection with this *contract*, or any transaction in connection with it, has engaged in conduct that is misleading or deceptive (or likely to mislead or deceive) in any material respect (including by omission)
- (l) unless the *loan agreement* states otherwise, you do not hold any asset as trustee of any trust
- (m) you have obtained your own financial, tax and legal advice on this *contract* and the transactions in connection with it.

When you make these declarations

3.5 You agree to tell us if anything happens which means you cannot truthfully repeat these declarations. You give us these declarations when you enter into this *contract* and each time you draw down on the *credit card facility*.

Additional matters relating to your declarations

3.6 You acknowledge that we've entered into the *arrangements with us* in reliance on the representations.

4 Your account and Visa credit card

4.1 On or before the day we make the *credit card facility* available to you, we'll open an *account* in your name.

4.2 The *account* will record the *balance owing on your account* and all other *transactions* in respect of this *contract*. The *account* is a "credit or loan account" for the purposes of the *account and payment facility terms*.

4.3 You agree that we can debit your *account* with any *purchases, cash advances, balance transfers* and any other amounts owing under this *contract*. The amounts debited to your *account* will form part of the *balance owing on your account*.

4.4 We will provide you with a Visa credit card which lets you use credit provided by us under this *credit card facility*.

4.5 After you sign and return the *credit card agreement* to us we'll send you a Visa credit card and *PIN*.

4.6 Before a Visa credit card can be used it must be activated in one of the ways we specify when we provide the Visa credit card to you or an *additional cardholder*. A new *PIN* can be chosen when the Visa credit card is activated.

4.7 If a Visa credit card is cancelled we can continue to debit your *account* for *transactions* that occurred before the Visa credit card was cancelled or for any other amounts you owe us.

5 Additional cardholders and authorised signatories

5.1 You can ask us to issue a Visa credit card to another person (an *additional cardholder*), provided that person is at least 16 years old. If we accept your request, we'll issue that person with a Visa credit card. You're responsible for their use of the Visa credit and your *account*.

5.2 Every additional cardholder has limited rights under this *contract*. *Additional cardholders* can only:

- (a) access the *account* using an *access method*
- (b) use their Visa credit card to make *purchases*
- (c) use their Visa credit card to obtain *cash advances*
- (d) select a *PIN* for their Visa credit card
- (e) obtain information about your *account*, including balance and statement details
- (f) report their Visa credit card as lost or stolen, and
- (g) request refunds of transactions.

5.3 Any transactions made by an *additional cardholder* will be debited to your *account* in accordance with clause 4.3 and will form part of the *balance owing on your account*.

5.4 If you ask us, we will stop or cancel an *additional cardholder's* Visa credit card. When the Visa credit card is cancelled, the *additional cardholder* will no longer have access to your *account*.

5.5 If you die, any Visa credit cards issued to *additional cardholders* will be cancelled, and no *additional cardholders* will be able to access your *account*.

5.6 You can also ask us by notice, in writing, to authorise one or more other people to operate your *account*. These people are your authorised signatories. See the *account and payment facility terms* for detail on what how an authorised signatory can operate your *account*.

6 Cash advances

6.1 You or an *additional cardholder* can access a *cash advance* by completing a form at one of our branches, using an *ATM*, or through another *access method* like *online banking*. You or an *additional cardholder* may also be able to obtain a *cash advance* at other financial institutions displaying the Visa logo.

6.2 A fee may apply when obtaining a *cash advance*. The fee is set out in your *credit card agreement*.

6.3 Other financial institutions both within Australia and overseas may place limits and charge fees for *cash advances* made over the counter or using their *ATMs* or terminals.

7 BPAY®

7.1 Your *account* can only be used to make a *BPAY®* payment if the biller accepts Visa credit card payments. If the biller accepts Visa credit card payments, the payment will be treated as a *purchase*.

7.2 If the biller does not accept Visa credit card payments but you want to make a *BPAY®* payment from your *account*, the payment will be a *cash advance* and a cash advance fee may apply (as described in your *credit card agreement*).

8 Holds on your account

8.1 Sometimes a merchant will place a hold on your Visa credit card or an *additional cardholder's* Visa credit card for an agreed amount before a *purchase* is made. For example, a hotel might require you to hand over your Visa credit card at the beginning of a stay as security for the cost of your accommodation. The hotel will use your Visa credit card to confirm that there is sufficient available funds in your *account* to cover the cost of your stay.

8.2 This is not a *transaction*. A "hold" will be placed on funds in your *account* up to that amount. You will not be able to access those funds until the "hold" is removed. When a *transaction* for this amount is processed, the "hold" will be removed. You may be prevented from accessing the funds that the "hold" is over for a period of up to 14 days.

9 Refunds

9.1 You should tell us as soon as possible if you think there has been a mistaken, or an unauthorised *transaction* on your card.

9.2 More information about when you may request a refund from us is included in the *account and payment facility terms*.

10 Balance transfers

10.1 You may request us to accept a *balance transfer*. Applications for *balance transfers* are subject to our approval. *Balance transfers* will only be accepted from a credit card issued by another Australian financial institution unless we agree otherwise.

10.2 The way interest on the *balance transfer amount* is calculated is explained in clause 13.

10.3 You must continue to make all necessary payments to your existing credit card account with your financial institution or other credit card issuer until you receive confirmation from us that payment of the *balance transfer amount* has been processed, and that the *balance transfer amount* has been debited to your *account*.

10.4 A *balance transfer* may affect the availability of an interest free period.

11 Limits on your account

11.1 The *credit limit* is the maximum amount of credit that may be obtained under this *contract*, including any accrued interest, fees or charges. We may allow the *credit limit* to be temporarily exceeded from time to time, but this does not mean that we agree to increase your *credit limit*. If the *balance owing on your account* exceeds the *credit limit* you must immediately make a repayment to reduce the *total amount owing* to an amount that is less than the *credit limit*.

11.2 You may request that we change your *credit limit* by calling us or visiting one of our branches.

11.3 You agree to provide us with any reasonable information we request to allow us to change your *credit limit*.

- 11.4 Your *account* is also subject to the daily transaction limits set out in the *account and payment facility terms*.
- 11.5 For *balance transfers*, the minimum amount that may be transferred is \$200 and the maximum amount that may be transferred is your *credit limit*.

Part B: Repayments and how and when interest, fees and charges are calculated and payable

Part B of these *terms and conditions* sets out:

- how and when you must make required repayments, and
- how and when interest, fees and charges are calculated and payable.

12 Repayments

- 12.1 You must make regular repayments under this *contract*. Every month, you must pay the minimum payment amount indicated on your statement.
- 12.2 You can make repayments in any of the ways set out in your monthly statement. Additional repayments can be made at any time.
- 12.3 Repayments will be credited to your *account* only after they have been received by us.
- 12.4 All repayments must be made in full when they're due, and you must not reduce a repayment because you believe we owe you anything.
- 12.5 We will apply payments to your last statement's closing balance until the full balance is paid. We apply payments to amounts owing which incur the highest interest rates at the statement date first. After payments have been applied to pay the closing balance, they will be used to pay amounts incurred in the current *statement period*.
- 12.6 If you don't pay the minimum payment amount for a *statement period* by the due date, we may not provide further credit to you until you have paid the minimum payment amount.

13 Interest

- 13.1 An interest free period may apply to *purchases* made on your *account*. The maximum interest free period will be specified in your *credit card agreement*. The actual interest free period you receive may be less than the maximum interest free period, due to the date on which the *purchase* is made and the date on which a *statement period* ends.
- 13.2 If you want to make use of the interest free period, each month you must pay the closing balance on your *account* specified in each statement in full by the due date. Otherwise, we will charge interest:
- on the outstanding amount of the closing balance from the day following the due date for payment until it is paid
 - on each *purchase* made after the due date from the date of the *transaction* until:
 - you make a payment that we apply to the *purchase* to repay the *purchase* in full, or
 - you pay the closing balance of the statement that covers the *purchase* in full by its due date.
- 13.3 Subject to any interest free period, interest for *purchases* is calculated by applying the daily percentage rate (which is the *annual percentage rate* divided by 365) to the outstanding *purchases balance* on your *account* at the end of each day.

- 13.4 Interest on the *cash advance balance* and *balance transfer amount* is calculated separately from all other transactions (including *purchases*) on your *account*.
- We will charge interest on the *balance transfer amount* at the applicable *annual percentage rate* from the date the *balance transfer* is received into your *account*.
 - Interest on the *balance transfer amount* is calculated by applying the daily percentage rate (which is the applicable *annual percentage rate* divided by 365) to the outstanding *balance transfer amount* on your *account* at the end of each day.
 - Interest on the *cash advance balance* is calculated by applying the daily percentage rate (which is the applicable *annual percentage rate* divided by 365) to the outstanding *cash advance balance* on your *account* at the end of each day.
- 13.5 Interest is debited to your *account* monthly in arrears on the last day of each *statement period*.

14 Fees and charges

- 14.1 You must pay us all fees and charges in the circumstances described in the *credit card agreement* and any new fee or charge we introduce after the *disclosure date* in accordance with this *contract*.
- 14.2 You must also pay us government fees and charges in connection with the *contract*.
- 14.3 You authorise us to debit any of these amounts to your *account*. After they've been debited, they'll form part of the *balance owing on your account*. Fees are not refundable in any circumstance, including if the *credit card facility* is not provided.

15 Enforcement expenses

- 15.1 Enforcement expenses may become payable under this *contract* or any *security* in the event of *default* (see clause 16).
- 15.2 You must pay us any reasonable expenses we reasonably incur in enforcing this *contract* or a *security* after a *default* (including expenses incurred in recovering, preserving and maintaining the *security* after a *default*). You authorise us to debit these expenses to your *account* at any time after they're incurred.

Part C: Default and what happens if you default

Part C of these *terms and conditions* sets out:

- when you are in *default* under this *contract*; and
- what happens when you are in *default*.

16 Default

When there's a default

- 16.1 There is a *default* if:
- you do not pay on time any amount payable or becomes payable under this *contract*
 - you or a *security provider* is *insolvent* or no longer have legal capacity and it has a *material impact*
 - enforcement proceedings* are taken against you or a *security provider* your or their assets by another creditor it has a *material impact*
 - early repayment is required under a separate financing arrangement you or a *security provider* has with us, or default-based action is taken against you or a *security provider* by us, due to an event of *default* which occurs under that financing arrangement and it has a *material impact*

- (e) we believe on reasonable grounds that you or a *security provider* has not complied with the law or any requirement of a statutory authority, or it becomes unlawful for you or us to continue with this *contract* and it has a *material impact* or poses a material risk to our reputation or compliance with the law
- (f) you or a *security provider* gives us information or makes a representation or warranty to us which is materially incorrect or misleading (including by omission) and it has a *material impact* or poses a material risk to our reputation or compliance with the law
- (g) you use the funds provided under this *contract* for a purpose not approved by us and it has a *material impact* or poses a material risk to our reputation or compliance with the law
- (h) your assets or a *security provider's* assets are dealt with, or attempted to be dealt with in breach of an *arrangement with us* without our consent and it has a *material impact*
- (i) you or a *security provider* do not provide financial information required by an *arrangement with us* and it has a *material impact*
- (j) you or a *security provider* do not maintain a licence or permit necessary to conduct your business and it has a *material impact*
- (k) you or a *security provider* do not maintain insurance required by an *arrangement with us* and it has a *material impact*
- (l) you or a *security provider's* legal or beneficial ownership, or management control of you or a *security provider* or your or their business changes without our consent and it has a *material impact*
- (m) your or a *security provider's* status, capacity or composition changes without our consent and it has a *material impact*.

Our powers on default

- 16.2 If there's a *default*:
- (a) the *total amount owing* is payable when we ask for it
 - (b) we can take any of the actions set out in clause 16.5.
- 16.3 Subject to clause 16.6 before we require immediate payment or take any of the actions set out in clause 16.2, unless this is a *small business loan*, you will be given at least 30 days' notice to allow you an opportunity to remedy the *default*. If this is a *small business loan*, you will be given at least 30 days' notice to remedy a *default* under clause 16.1(a), and at least 3 months' notice to remedy any other events listed under clause 16.1.
- 16.4 If you don't remedy the *default* within the time set out in the notice, then:
- (a) at the end of that period and without further notice to you, the *total amount owing* is payable when we ask for it
 - (b) we may take any of the actions set out in clause 16.5.
- 16.5 After a *default* has occurred, we may do one or more of the following in addition to anything else the law allows us to do as a secured party:
- (a) no longer provide you with the *credit card facility*
 - (b) sue you for the *total amount owing*
 - (c) do anything an owner of the *secured property* could do, including selling or leasing the *secured property* on terms we choose
 - (d) enter any place we believe the *secured property* is held, in order to do any of the above

- (e) appoint one or more receivers to do any of these things.

The receivers alone or together may do anything we can do as set out above or anything else a *receiver* may do at law. To the extent the law permits, a *receiver* will be your agent unless we notify you that the *receiver* is to act as our agent, and need not comply with requirements imposed on secured parties.

- 16.6 We do not need to give you a notice or wait until the end of any period given in a notice if:
- (a) if it is not a *small business loan* and:
 - (i) we have made reasonable attempts to locate you or a *security provider* but without success
 - (ii) we reasonably believe that we were induced by fraud by you or a *security provider* to enter into this *contract* or a *security*
 - (iii) a court authorises us to begin *enforcement proceedings*, or
 - (iv) we reasonably believe that urgent action is necessary to protect the *secured property*.
 - (b) if it is a *small business loan*, we do not need to give you a notice or wait until the end of any period given in a notice if an event of *default* described under clause 16.1(b), (c), (d), (e) or (h) occurs.

Investigation of default

- 16.7 If we reasonably believe that a *default* is, or may be, continuing, we may:
- (a) appoint a person to investigate and report to us on your affairs, financial condition, assets or business
 - (b) inspect your records and assets during normal business hours, and
 - (c) conduct all searches and enquiries that person considers appropriate in connection with you and your assets.

You agree to co-operate with the person and comply with every reasonable request they make (and ensure that your officers, employees, agents and attorneys do the same). This includes giving them access to all records and assets during normal business hours and giving them any document or other information that they reasonably request.

- 16.8 If it is shown that there is a *default* or circumstances exist that could lead to there being a *default*, you agree to pay or reimburse us our costs in connection with the investigation.

Part D: General and administrative matters

Part D of these *terms and conditions* sets out general and administrative terms, including:

- how we communicate with each other
- how we can change the terms of your *contract*
- how we may disclose your information
- other general terms that apply to your *contract*

17 Communications

Electronic communications

- 17.1 You consent to us sending communications to you by email, to the email address last notified to us by you (or by any other method of electronic communication permitted by law), and we may do this unless otherwise required by law. Giving this consent means that:

- (a) paper documents may no longer be given
- (b) your electronic communications must be regularly checked for documents, and
- (c) this consent may be withdrawn at any time by providing notice to us.

17.2 We may still choose to give you notice in paper form.

Form

17.3 All communications in connection with this *contract* must be in writing. Communications from you must be signed by you, or if you are a corporation, by an *authorised person*.

17.4 Email communications must state the first and last name of the sender and are taken to be signed by the named sender.

Delivery

17.5 Communications must be:

- (a) given personally (to you if they're for you and you're an individual or if you're a corporation, to an *authorised person*; if they're for us, to one of our employees at any office we tell you)
- (b) left at the address last notified
- (c) left at the address the subject of a *security* is usually located
- (d) sent by prepaid ordinary post to the address last notified
- (e) sent by fax to the fax number last notified, or
- (f) sent by email to the email address last notified.

However, communications from us may also be given in any other way permitted by law.

17.6 Communications take effect from the time they're received or taken to be received (whichever happens first) unless a later time is specified in the communication.

When taken to be received

- 17.7 Communications are taken to be received:
- (a) if sent by post, *6 business days* after posting
 - (b) if sent by fax, at the time shown in the transmission report as the time that the whole fax was sent, or
 - (c) if sent by email:
 - (i) when the sender receives an automated message confirming delivery, or
 - (ii) 4 hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the recipient is out of office or delivery failed,

whichever happens first.

18 Changes

We can make changes to this *contract* without your consent. If we're required to give you notice of a change, that notice will be provided in writing to you either personally or by advertisement in the national or local media.

The changes we can make and the notice we'll provide is set out in the table below.

Type of change	Notice we'll provide
Interest rates	
We change the <i>annual percentage rate</i>	If the change is made on an <i>individual basis</i> , 30 days. Otherwise, no later than the day on which the change takes effect.
Our fees and charges	
We introduce a new fee or charge or change an existing fee or charge.	30 days, unless we reasonably consider that the change is not adverse to you, in which case we will notify you no later than in or with your next statement.
Government fees and charges	
A new fee or charge set by the government is introduced or there is a change to an existing fee or charge set by the government.	Reasonably promptly after the government notifies us, unless the government itself publicises the introduction or change, in which case we do not need to notify you.
Repayments	
Changes to how repayments are calculated, or the amount of, or frequency of, or payment dates for, repayments.	30 days, unless we reasonably consider that the change is not adverse to you, in which case we will notify you no later than in or with your next statement.
Credit limit	
Reduce your <i>credit limit</i>	30 days
Other terms and conditions	
In addition to our ability to change terms set out above, we can change any term of your <i>contract</i> : <ul style="list-style-type: none"> • to comply with any law, standard, regulator guidance, decision of a court or AFCA. • we consider it reasonably necessary to manage our regulatory, credit or security risk • if the change is administrative or minor, or to correct a mistake, inconsistency, ambiguity or omission • if the change reflects changes to our business or technological systems • if a product or service has been discontinued, to provide you with a product or service which is substantially similar to the discontinued product or service • to protect us or any other person from the risk of fraud or illegal activity. 	30 days, unless: <ul style="list-style-type: none"> • we reasonably consider that the change isn't adverse to you, in which case we'll notify you with your next statement • the law doesn't require us to provide you with notice and we reasonably consider urgent action is necessary to avoid or reduce a material increase in our credit, security, regulatory or reputational risk, in which case we'll notify you after we've made the change unless it's not reasonable to.

19 General matters

Anti-money laundering and counter terrorism financing

19.1 You:

- (a) undertake to provide us with all information and assistance that we request in order to manage our risks relating to money laundering, terrorism financing or economic and trade sanctions, or to comply with Australian law or sanctions (or the law or sanctions of any other country)
- (b) acknowledge that we can close or suspend your *account* and/or delay, block or refuse to process any payment or other transaction in connection with the *account* if:
 - (i) we determine that it is reasonably necessary to mitigate or manage our money laundering or terrorism financing risks or risks of breaching Australian law or sanctions (or the law or sanctions of any other country), or
 - (ii) we know or reasonably suspect that the payment or transaction or the application of the transaction's proceeds will:
 - (A) breach, or cause us or any of our directors, officers, employees or agents to breach Australian law or sanctions (or the law or sanctions of any other country), or
 - (B) allow the imposition of any penalty on us or any of our directors, officers, employees or agents under any such law or sanctions, and
- (c) agree that we may take any action that we reasonably believe is necessary to comply with Australian law or sanctions (and the law or sanctions of any other country).

Prompt performance

19.2 You have to do everything you're required to do promptly unless a specific time for performing it is set out in an *arrangement with us*.

Further steps

19.3 If you fail to do anything required under this *contract*, we may do that thing in your name at your expense. We'll debit your *account* for any expenses so incurred.

Valuations and inspections

19.4 We agree to give you a copy of any non-confidential report we obtain from an *adviser* if you ask us to. However, the report is for our use only and you can't rely on it.

Set-off

19.5 We can set-off any amount we owe you (whether or not due for payment) against any amount due for payment by you to us in connection with an *arrangement with us*.

19.6 You can't set-off any amount we owe you against an amount you owe us.

Right to combine accounts

19.7 If you owe us an amount, we may choose to transfer money from any *account* you have with us to pay off all or some of the amount owing.

Adjustments

19.8 We may subsequently adjust debits and credits to the *account* to accurately reflect the legal obligations of you and us (for example, because of an error or a dishonour). If we do this we may make consequential adjustments (including to interest charges).

How we can exercise our rights

19.9 Our rights, powers or remedies under this *contract* are in addition to other rights, powers or remedies given by law and:

- (a) we may exercise our rights, powers and remedies in any way we consider appropriate (including by imposing conditions on any consent, approval or waiver)
- (b) if we don't exercise a right, power or remedy in connection with this *contract* fully or at a given time, we may still exercise it later
- (c) we may exercise our right, power and remedies in connection with this *contract* even if it involves a conflict of duty or we've a personal interest in their exercise, and
- (d) any person we authorise as our representative may exercise our rights, powers or remedies.

This clause also applies if a *receiver* exercises rights, powers or remedies under this *contract*.

19.10 Unless this *document* expressly states otherwise, neither we nor a *receiver* is liable for any loss, liability or *costs* arising in connection with the exercise (or failure to exercise) a right, power or remedy in connection with this *contract* except to the extent caused by the fraud, negligence or wilful misconduct of us, a *receiver* or our agents.

Effective date of transactions

19.11 We may assign a date on which credit is provided to you under this *contract* that is on or after the date the transaction takes place.

Statements

19.12 We'll give you a statement for your *account* every month (unless your *account* is dormant), or more often than that at your request or if otherwise required by law.

Severability

19.13 If:

- (a) a law would otherwise make a provision of this *contract* illegal, void or unenforceable, or
- (b) a provision of this *contract* would otherwise contravene a requirement of a law or impose an obligation or liability which is prohibited by a law,

this *contract* is to be read as if that provision were varied to the extent necessary to comply with that law, or, if necessary, omitted.

Waivers

19.14 A provision of this *contract*, or a right created under it, may not be waived except in writing signed by the party or parties to be bound.

Assignment or other dealings

19.15 We may assign, novate, or otherwise deal with our rights under this *contract* in any way we consider appropriate. If we do this, you may not claim against any assignee (or any other person who has an interest in this *contract*) any right of set-off or other rights you have against us. You must execute all documents which in our opinion are reasonably necessary for these purposes.

19.16 You must not assign, novate, transfer, or deal with your rights or obligations under this *contract*.

Disclosure of information

19.17 Information you give us and any other information in connection with this *contract* may be disclosed:

- (a) if they're publicly available
- (b) to any person in connection with the exercise of rights or obligations in connection with an *arrangement with us*
- (c) to any assignee, transferee or potential assignee or potential transferee of us
- (d) to any of our related bodies corporate
- (e) to any official or authority (including any Federal, State or local government official, authority, statutory body or enforcement agency) that gives us an order or request for the information to our officers, employees, agents, contractors or advisers
- (f) to you or a *security provider*
- (g) with your consent (such consent not to be unreasonably withheld)
- (h) if we reasonably believe the disclosure is required by any law, securities exchange or rating agency (except this paragraph doesn't permit the disclosure of any information under section 275(4) of the *PPSA* unless section 275(7) of the *PPSA* applies), and
- (i) if we otherwise consider the disclosure appropriate in connection with the operation or administration of an *arrangement with us*.

Disclosure of information to security provider

- 19.18 You agree that we may provide copies of the following documents to anyone who is a *security provider*:
- (a) a copy of any notice, including correspondence, to us or to you
 - (b) any credit report received in relation to you
 - (c) any financial statements you've given us
 - (d) any notice of demand, or information regarding a dishonour, on any loan with us
 - (e) information on any excess or overdrawing
 - (f) a copy of your *account* statement, and
 - (g) any other information about you and your accounts with us.

Your details and information

- 19.19 You must tell us as soon as practicable if any of your details change, including your residential or your email address.
- 19.20 You must also tell us as soon as practicable of any other matter which may affect your ability to comply with your obligations under this *contract*.
- 19.21 You must provide us with any information we require about you, including anything required by the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)*, and about beneficial owners of you or anyone authorised to act on your behalf.
- 19.22 You must provide us with any information about your financial affairs as soon as practicable after requested by us.

Joint liability

- 19.23 You're liable for all your obligations under this *contract* both separately on your own and jointly with each other person identified in the *credit card agreement*.
- 19.24 Unless you have notified us otherwise, you agree that each of you can bind each other person identified in the *credit card agreement* under this *contract*. For example, one of you could authorise a transaction in respect of your *credit card facility* and that transaction would bind every person identified in the *credit card agreement*, even if those parties didn't know or didn't agree to the transaction.

- 19.25 This means that each of you can be required to pay the *total amount owing* individually, despite any other arrangement you may have in place.

GST

- 19.26 If any payment made to us in relation to this *contract* is subject to *GST*, the amount to be paid will be increased so the amount retained by us after the payment of *GST* is the same as it would be if no *GST* were payable in respect of the payment.

Governing law

- 19.27 This *contract* is governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts there.

Customer Owned Banking Code of Practice

- 19.28 The Customer Owned Banking Code of Practice may apply to your *contract*.

How you can terminate your contract

- 19.29 You may ask us to close your *account* and terminate your *contract* at any time by visiting one of our branches or calling us.

You will still have to pay any fees or charges incurred before you terminated the *contract*.

- 19.30 Before we accept your request under clause 19.29, you must:

- (a) pay the *total amount owing* under the *contract*
- (b) provide us with any reasonable information we request to terminate your *contract*, and
- (c) take reasonable steps to destroy all cards associated with the *account*.

- 19.31 Upon confirmation of the above, we will then cancel your Visa credit card and any additional cardholder's Visa credit card and terminate the *contract*.

- 19.32 After we receive your request to terminate your *contract*, you may continue to be responsible for certain liabilities including:

- (a) *transactions* made before we gave effect to the termination of your *contract*, and
- (b) interest, fees and charges and our reasonable enforcement expenses which will continue to be debited to your *account* until the outstanding balance (if any) is reduced to zero.

20 Definitions

The meaning of words printed *like this* and other key words in the credit card *contract* have the following meanings:

access code means:

- (a) 4-digit user-generated code created to access *internet banking* through a mobile device
- (b) a password used in conjunction with your username to access *internet banking*
- (c) a password used to access internet banking through a mobile device
- (d) a *PIN*
- (e) any other code or password used to give us instructions in relation to the account.

access method means any method we make available to you or a person who can tell us to do things in connection with your *account* to give us authority to act on an instruction. Examples include access codes, customer numbers, identifiers and cards but does not include a written specimen signature where the comparison of the manual signature with the specimen signature is the principal means of authenticating the authority to give us an instruction.

account/loan account means an account we establish in your name for recording all transactions in connection with this *contract*.

account and payment facility terms means the terms and conditions that apply to your *account* and any *payment facility* and are available on our website at greater.com.au/termsandconditions under the heading 'Deposit and Credit Accounts'.

additional cardholder has the meaning given in clause 5.1.

adviser includes lawyers, financial advisers, valuers, real estate agents and other consultants.

AFCA means the Australian Financial Complaints Authority.

annual percentage rate means the per annum rate of interest applicable to your *account*. Different rates may apply to different balance types (i.e. *purchases*, *cash advances* and *balance transfers*). The applicable *annual percentage rate* for each balance type at the *disclosure date* is stated in the *credit card agreement*.

arrangement with us means any document, agreement or arrangement under which you or a *security provider* has or could in the future have obligations to us (or any of our related entities). It includes each document under which we provide finance to you or a *security provider* and each *security interest* or guarantee given to us in connection with finance (including this *contract*).

ATM means automatic teller machine.

authorised person means the person or people listed as 'Authorised Person' in the *credit card agreement* (if any). An *authorised person* can be any person you authorise to act on your behalf in giving instructions or other communications and to perform any acts under this *contract*, by notice (including a copy of the person's signature) and for which we haven't received notice of revocation. You may authorise a person to act alone or jointly with others.

BPAY® means the electronic payment scheme operated by BPAY Pty Ltd ABN 69 079 137 518 through which you instruct us to make payments to billers who can accept payments made to them through this scheme. (® Registered to BPAY Pty Ltd ABN 69 079 137 518.)

balance owing on your account means, at any time, the difference between all amounts credited and all amounts debited to your *account* under this *contract* at that time. When this amount is to be calculated at the end of a day, it includes all debits and credits assigned to that day.

balance transfer means the transfer of an amount owing from an existing credit card to your *account*.

balance transfer amount means the amount you have transferred from an existing credit card/s to your *account* and any related interest, fees or charges.

Banking Code of Practice means the Australian Banking Association's Banking Code of Practice.

business day means a day (not being a Saturday, Sunday or public holiday in that place) on which we are open for business in New South Wales.

cash advance means a *transaction* where you withdraw cash directly from an *ATM* or at branch, transfer an amount from the *account* into another account or receive a cash substitute (such as gambling chips or travellers' cheques).

cash advance balance means the amount on your *account* resulting from *cash advances* and any related interest, fees and charges.

contract/credit card contract means the *credit card agreement*, these *terms and conditions* and the *account and payment facility terms*.

Corporations Act means the Corporations Act 2001 (Cth).

costs includes costs, charges and expenses, including those incurred in connection with advisers and any legal costs on a full indemnity basis.

credit card agreement means the document titled "Business Credit Card Agreement" provided to you with these *terms and conditions*.

credit card facility means the facility we provide you under this *contract* to borrow up to the *credit limit*.

credit limit means the maximum amount of credit that may be provided to you under this *contract* and set out in the *credit card agreement*.

default means any event or circumstance so described in clause 16.

disclosure date is the date stated in the *credit card agreement*.

enforcement proceedings means a person:

- (a) starting proceedings in a court to recover a debt or to recover possession of property subject to a *security interest*
- (b) otherwise enforcing a *security interest* by taking possession of property (or taking steps to do so) or exercising a power of sale, appointing a controller or voluntary administrator
- (c) applying to a court to appoint a provisional liquidator or a trustee in bankruptcy, or
- (d) enforcing a judgment against another person (including you or a *security provider*) or their assets.

GST has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

individual basis means a change that applies only to you.

A person is **insolvent** if:

- (a) they're unable, or state they're unable, to pay their debts when they fall due, they enter into any assignment, arrangement or composition with any creditors or are otherwise taken to have committed an act of bankruptcy
- (b) they're in liquidation, in provisional liquidation, under administration or wound up or have had a controller appointed to their assets
- (c) they're subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute, or dissolved (except to carry out a solvent reconstruction or amalgamation)
- (d) they're taken to have failed to comply with a statutory demand
- (e) an authority has appointed an administrator or investigator to them or their assets, or
- (f) something having a substantially similar effect to any of the things described above happens to that person.

licence means any licence, permit, entitlement or authorisation (including to sell liquor, to discharge hazardous waste, to draw water or manage water rights, to keep gaming or poker machines or to develop and use property) issued by any authority or other person which allows activity to be carried out, on or in connection with property.

An event has a **material impact** if we reasonably consider that the event has had, or is likely to have, a material impact on:

- (a) your ability to comply with your financial obligations under an *arrangement with us*, or
- (b) our ability to fully recover from the *secured property* everything you or a *security provider* owe us.

online banking has the same meaning given to it in the *account and payment facility terms*.

payment facility means *online banking* and/or a *payment method*.

payment method means a method you can use to make payments from your *account*.

person who can tell us to do things in connection with your account means an *authorised person*, authorised signatory, benefactor, additional cardholder or any other person who is authorised to do things in connection with your *account*.

PIN means personal identification number.

PPSA means the Personal Property Securities Act 2009 (Cth).

purchase means each amount charged to your *account* (excluding *cash advances*, *balance transfers* and any fee or charge related to a *cash advance* or *balance transfer*).

purchase balance means the amount on your *account* owing from *purchases*

receiver includes receiver, or receiver and manager.

secured property means property the subject of a *security*.

security means each *security interest* described in the *credit card agreement* under "Security" (if any), and any substitute or additional *security interest* given in connection with this *contract*.

security interest means any charge, security interest, mortgage, lien, pledge, trust, power or other rights given as or in effect as *security* for the payment money or performance of obligations. *Security interest* also includes a guarantee or an indemnity.

security provider means each person (other than you) who gives a *security*.

small business means a business or group having fewer than 100 full-time (or equivalent) employees.

small business loan means a loan to a *small business* with total debt to all credit providers (including any undrawn credit under an existing loan plus the loan applied for) of less than \$5 million.

statement period means the period to which your statement relates and which is set out in the statement.

terms and conditions means this document.

total amount owing means the *balance owing on your account*, plus all accrued interest charges, and other amounts which you must pay under this *contract* but which haven't been debited to your *account*.

transaction means a *purchase*, *cash advance* or *balance transfer*.

we/us/our means Greater Bank, part of Newcastle Greater Mutual Group Ltd ABN 96 087 651 992 AFSL and Australian credit licence 238273 and its successors and assigns.

you/your means the person or persons identified as such in the *credit card agreement*.

20 General interpretation

Headings are for convenience only and don't affect interpretation. Unless the contrary intention appears, in this *contract*:

- (a) the singular includes the plural and vice versa
- (b) a reference to a document includes any variation, replacement or novation of it
- (c) a reference to a guarantee includes an indemnity
- (d) a reference to own, when used in relation to land, means being the registered proprietor, the registered holder, the registered Crown lessee, or the holder of an estate in fee simple, and owner has the corresponding meaning
- (e) the meaning of general words isn't limited by specific examples introduced by "including", "for example", "such as" or similar expressions
- (f) a reference to a particular person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns
- (g) a reference to "**law**" includes the general law and legislation (including regulations)
- (h) a reference to legislation includes regulations under it and any consolidations, amendments, re-enactments or replacements of any of them
- (i) a reference to "**regulations**" includes instruments of a legislative character under legislation (such as regulations, rules, by-laws, ordinances and proclamations)
- (j) a reference to any thing (including an amount) includes the whole and each part of it
- (k) if a party has agreed to do something under an *arrangement with us* on by a given day and it's done after 5:00pm on that day, it's taken to be done on the next day, and
- (l) a reference to the following terms have the meaning given in the *Corporations Act*:
 - (i) subsidiary
 - (ii) control
 - (iii) controller
 - (iv) related body corporate.