



**AdelaideBank**

# Transaction Services Guide Adelaide Cash Management Trust

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AdelaideBank**

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## Security Information

You must notify us as soon as possible of the loss, theft or misuse of a *card*, security *code* or cheque. Please refer to the *terms and conditions* in this document for details on how to keep these items safe.

Any delay or failure to notify us will significantly increase the risk that fraudulent cheques could be written and/or unauthorised transactions performed on *your account*, for which *you* may be personally liable.

To report a lost/stolen *card*, cheque or unauthorised use or lost/stolen/disclosed *PIN/OBP/PAC/other code*, telephone:

- 1800 224 124 within Australia
- +618 8300 6000 outside Australia.

You can call us 24 hours a day.

Please be careful when performing transactions on *your account* because if *you* provide incorrect account information or details such as an incorrect *BPAY biller code*, account number or reference number, *your* transaction may be rejected or not received by the intended recipient.

## Contacting us

For additional details regarding the services under this Guide:

- Call 1800 224 124
- Write to Adelaide Cash Management Trust, GPO Box 1048, Adelaide SA 5001.

You should also contact us to report:

- A lost or stolen cheque or *card* or unauthorised use of a cheque or *card*
- A lost, stolen or disclosed *PIN, OBP, PAC* or other *code* or unauthorised use of any such *codes*.

For more general information regarding the Adelaide Cash Management Trust please visit our website [www.sandhursttrustees.com.au](http://www.sandhursttrustees.com.au)

## Issuer

This Guide is issued by Adelaide Bank. A Division of Bendigo and Adelaide Bank Limited ABN 11 068 049 178, AFSL 237879.

The Adelaide Cash Management Trust is issued by Sandhurst Trustees Limited ABN 16 004 030 737, AFSL 237906

## About this guide

This Transaction Services Guide (Guide) contains general information, fees and charges and terms and conditions about transaction services provided by Bendigo and Adelaide Bank Limited (ABN 11 068 049 178, AFSL No. 237 879) ('the Bank', 'we' or 'our' or 'us') that may be available on the Adelaide Cash Management Trust which is issued by *Sandhurst*. This Guide must be read in conjunction with the Adelaide Cash Management Trust Product Disclosure Statement.

The transaction services offered are governed by the terms and conditions set out within this Guide. You should read and understand these terms and conditions before using a transaction service.

The latest version of this Guide must be read if you wish to use the Bank's transaction services. This is available on the website [www.sandhursttrustees.com.au/cmtguide](http://www.sandhursttrustees.com.au/cmtguide) or you can obtain a copy of this Guide and any updated information free of charge by contacting your licensed financial adviser or by calling us on 1800 224 124. Information is subject to change from time to time.

# 1. Part A – Banker and customer relationship

## 1.1 *Our relationship*

These *terms and conditions* govern the banker-customer relationship between *you* and *us*. As well as these express written *terms and conditions*, there may be implied terms relating to everyday banking matters.

Where *you* are not already bound by the *terms and conditions* in this *Guide*, the first use of any the *transaction services* by *you* or an *authorised operator* of *your account* will be taken as acceptance of these *terms and conditions*.

If *you* have appointed an *authorised operator* to *your account*, each use of *your account* by an *authorised operator* is subject to *terms and conditions* of this *Guide* as if *you* had used the *account*.

When *you* allow an *authorised operator* to use *your account* (including use of a transaction service) *you* are bound by and liable for any such use (including for any fees and charges) as if *your account* had been used by *you*. However, *you* will not be liable if the *authorised operator's* rights to use *your account* were previously withdrawn in accordance with the following paragraph.

An *authorised operator's* rights to use *your account* will be withdrawn from when *you* have notified *us* in writing when *you* want that to happen, and whether any *card* issued to that *authorised operator* has been returned to *us* or *you* have taken reasonable steps to return the *card* to *us*. If *you* are a joint *account* holder, all of *your* signatures are required. If *you* are unable to return to *us* a *card* issued to an *authorised operator* *you* may ask *us* to place a temporary stop on the access that the *authorised operator* has to *your account*. However, unless and until the *card* issued to the *authorised operator* is returned to *us* the stop will not necessarily prevent the *authorised operator* from using the *card*. Unless *you* have taken reasonable steps to return the *card* to *us*, *you* will incur liability for all transactions arising from use of the *card* by the *authorised operator*. *We* may require *you* to make a written statement outlining the steps *you* have taken in attempting to return the *card* to *us*. *You* may place a temporary stop on the *authorised operator's* access by visiting a *branch* or sending *us* a request in writing.

*Your* relationship with *us* may also automatically stop in some cases. For example, if *you* close *your account*, if *you* become bankrupt or *insolvent*, or if *you* die. If *we* wish to end *your* relationship with *us*, in most cases *we* will give *you* reasonable notice.

# 2. Part B – Banking with *us*

## 2.1 How to change *your* details

If *you* change *your* address, telephone number or other relevant details *you* must notify *us* promptly so *we* can update *your* information. If *you* change *your* name, all *you* have to do is show *us* the documentation that supports the change, for example a marriage certificate if *you* have changed to a new married name.

Please note that unless *you* give *us* reasonable notification of such changes *we* cannot be held responsible for any resulting errors or losses.

All changes to *your* details are required to be submitted in writing.

## 2.2 Information influencing *your account*

If *you* provide *us* with incomplete or incorrect information *we* may not be able to meet *your* needs in the best possible way. Also, if *you* refuse to tell *us* some information *we* request, *we* may not be able to provide *you* with a banking service.

## 2.3 *Statements*

*Your statement* is an easy-to-read record of all transactions *you* have made over the *statement period*. A *statement* is provided monthly. Every *statement* is worth keeping as it provides an invaluable record of all transactions, income distribution and government charges as well as the current *balance*. *You* should check each *statement* carefully and contact *us* immediately if *you* find any error or unauthorised transaction.

## 2.4 Communication between *us*

Notices, certificates, consents, approvals and other communications must be in writing.

Communications from *us* may be signed by any of *our* authorised employees.

Communications to *us* may be:

- Given personally to one of *our* employees or *officers* at:
  - any *branch*
  - *our* registered office: The Bendigo Centre, Bendigo VIC 3550
  - such other places as *we* advise *you* from time to time
- Sent by post or electronically to any of these places or to GPO Box 1048 Adelaide SA 5001 (as applicable)
- Given by any other means permitted by law.

*We* may communicate information to any one of *you* (which will be taken to be notice to all of *you*) by:

- Delivering it to *you* personally
- For individuals, leaving it at *your* residential or business address last known to *us*
- For bodies corporate, leaving it at *your* registered office by leaving it with one of *your* officers

- Sending it by post or electronically to any of these places
- Any other means permitted by law.

A notice or other document is taken to be given when:

- Given personally – on the date of the document or the date it is received by the addressee, whichever is the later.
- Sent by post (other than a *card* or security code) – on the date of the document or the date when it would have been delivered in the ordinary course of post, whichever is the later.
- Sent electronically – on the date of the document or the date on which the computer from which the information was sent produces evidence that the document was sent.

Communications given by newspaper advertisement are taken to be received on the date they are first published.

If *you* are a company, all communications from *you* must be signed by a director or *authorised operator* in certain circumstances.

*We* may serve any document in a court action (including a writ of summons, other originating process or third or other party notice) on *you* by delivering it to *your* residential or business address last known to *us* or by leaving it there. This does not prevent any other method of service.

In respect of electronic instructions (including online forms, email or fax) you acknowledge, warrant and agree:

- that *we* will determine in our absolute discretion whether *we* will reject or accept electronic instructions;
  - *we* are not responsible for any loss or delay that results from an electronic transmission not being received by *us*;
  - *we* will only process *your* electronic instructions if they are received in full and contain all the required information as determined by *us* to validate the instructions;
  - *we* may require *you* to provide a duly executed hard copy of the instructions and/or further information necessary for *us* to validate the instructions;
  - *we* will not accept a receipt confirmation from the sender's facsimile machine or computer as evidence of receipt of the instructions;
  - *we* will not compensate *you* for any losses relating to electronic instructions, unless required to do so by law; and *we* do not take responsibility for any fraudulent or incorrectly completed electronic instructions.
- To the maximum extent permitted by law, including in the event of fraud, you hereby irrevocably release *us* from, and indemnify *us* against, all losses and liabilities whatsoever arising from *us*:
- acting in accordance with any instructions received electronically bearing *your* customer number or that of an *authorised operator* and/or other information provided to validate the instruction; or
  - declining to act on instructions for any reason including because it was unable to validate those instructions to the satisfaction of *us*.

## 2.5 Changes to information contained in this Guide

### 2.5.1 Changes to terms and conditions

Subject to the following, *We* may change the *terms and conditions* that apply to *your account* (including the fees and charges that apply) at *our* discretion at any time. *We* may also change the *terms and conditions* that apply specifically to *EFT transactions*; please refer to clause 4.19 for further details of how those changes can be made.

*We* will notify *you* of changes to this *Guide* that impact *your account* in the following way:

Change	Minimum Days notification	Method of notification
Introduce a new fee or charge (other than a government charge)	30 days	In writing
Increase the amount of a fee or charge (other than a government charge)	30 days	In writing or by press advertisement
Vary the method by which a fee or charge is calculated	30 days	In writing
Introduce or vary any government charge that directly or indirectly affects you, unless the government, government agency or representative body has already publicised the change	Day of change	In writing or by press advertisement
Change any other term or condition	Day of change	In writing or by press advertisement

*You* agree that *we* may notify *you* of these changes by the methods described above.

### 2.5.2 Other changes

*We* will advise *you* of any other changes or significant events affecting the content of this *Guide*. *We* will generally notify *you* of such matters before, or as soon as practicable after, the change or event occurs. *You* agree that *we* may notify *you* of this information in writing or by press advertisement.

For information in this *Guide* that is not materially adverse and is subject to change, *you* can obtain up-to-date information by:

- Visiting the website at [www.sandhursttrustees.com.au](http://www.sandhursttrustees.com.au)
- Contacting *your adviser*
- Calling *us* on 1800 224 124.

A copy of any updated information will also be provided free of charge upon request.

## 2.6 Privacy

*We* are committed to ensuring *your* privacy is protected and understand *your* concerns regarding the confidentiality and security of personal information *you* provide to *us*.

Our privacy policy and further details of how we handle your personal information is available from [www.adelaidebank.com.au](http://www.adelaidebank.com.au)

Please refer to the beginning of this *Guide* for our contact details.

### 2.6.1 Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF)

We are committed to the regulatory requirements for anti-money laundering and counter-terrorism financing.

To comply with these requirements we may:

- Require *you* to provide *us*, or otherwise obtain, any additional documentation or other information
- Suspend, block or delay transactions on *your account*, or refuse to provide services to *you*
- Report any, or any proposed, transaction or activity to any body authorised to accept such reports relating to AML/CTF or any other law.

## 2.7 Code of Banking Practice

We have adopted the Code of Banking Practice.

The Code of Banking Practice will apply to the *transaction services* if *you* are an individual or a small business. In this *Guide*, and if *you* ask, we will provide *you* with general descriptive information concerning *our* banking services.

This includes:

- *Our* obligations regarding the confidentiality of *your* information
- Complaint handling procedures
- Bank cheques
- Information on fees and charges
- The advisability of *you* reading this *Guide*, which includes *terms and conditions* applicable to the *transaction services*.

If there is any inconsistency between this agreement and the Code of Banking Practice we will follow the Code of Banking Practice.

## 2.8 ePayments Code

In relation to personal *account* holders we warrant that we will comply with the *ePayments Code*. The *terms and conditions* in this *Guide* are not effective to create liabilities and responsibilities of *users* which exceed those set out in the *ePayments Code*.

## 2.9 Other regulations

As well as these *terms and conditions*, industry codes of practice and legislation may provide further rights or obligations. Key sources of regulation which may apply include:

- Code of Banking Practice – a voluntary code of conduct which sets standards of good banking practice for banks to follow
- *ePayments Code* – a voluntary code of conduct which applies to certain *accounts* and electronic transactions carried out by individuals

- Privacy Act 1988 (Cth) – privacy legislation governing activities such as the collection, use and disclosure of personal information

- Corporations Act 2001 (Cth) – legislation which, among other things, regulates a wide range of activities relating to certain financial products.

- Australian Securities and Investments Commission Act 2001 (Cth) – legislation which, among other things, prohibits misleading, deceptive and unconscionable conduct in relation to financial services

- Cheques Act 1986 (Cth) – legislation that deals with matters such as payment and collection of cheques as well as fraud and other unauthorised transactions

- Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) – legislation designed to combat money laundering and the financing of terrorism.

## 2.10 If you have a complaint or concern

If *you* have a query or concern regarding *our transaction services* *you* can either speak to *your adviser*, or contact *us* directly by contacting our Customer Help Centre on:

Telephone 1300 361 911

8.30am – 6.00pm (EST) (AEDT) Monday to Friday; or Fax 1300 367 615; or

Email: [feedback@bendigobank.com.au](mailto:feedback@bendigobank.com.au)

Experience tells *us* that most concerns or complaints can be fixed at this level. If, however, *your* concern or complaint requires specialist attention, the appropriate staff member will respond to *you* within 5 *business days* of receipt of the concern or complaint, either providing an immediate answer or advising of action to be taken and an expected reply date.

Within 21 days of receiving *your* complaint we will advise *you* in writing of either:

- The outcome of *our* investigation and, if *your* complaint is in relation to an *EFT transaction*, which provisions of the *ePayments Code* were used in determining *your* or *our* liability if any
- The need for more time to complete *our* investigation.

### Financial Ombudsman Service Australia

We do not anticipate a situation where we cannot resolve a concern or complaint to *your* satisfaction. However, should this happen, *you* have the option of referring the matter to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent *person* appointed to help individual customers and small businesses resolve problems and disputes with their bank. *You* do not have to pay if *you* ask the Ombudsman to help *you*.

The Ombudsman's role is to investigate matters only after customers have fully exhausted the established complaint procedures of their bank.

*You* may obtain further information about this service by contacting the Ombudsman at:

The Financial Ombudsman Service Australia  
GPO Box 3  
Melbourne VIC 3001

Telephone: 1800 FOS AUS (1800 367 287)  
Fax No: (03) 9613 6399  
Website: www.fos.org.au  
Email: info@fos.org.au

### 2.11 Account Switching

If *your account* is held as an individual i.e. not as a company or superannuation account, *you* have access to an easy payments switching service.

This service enables *you* to switch *your* regular direct debits and credits from *your* old account to *your* new *account*. For more information about this service please speak to *your adviser* or contact *us*.

## 3. Part C – Using *your account*

### 3.1 Overdrawn *accounts* and interest charges

There must not be a *balance* owing on *your account*.

If there is a *balance* owing on *your account* then that amount is immediately due and payable.

It is *your* responsibility to ensure that there are sufficient cleared funds available in *your account*, or that *you* have made the necessary arrangements with *us*, to allow a payment to be made. If *you* overdraw the *account* and *we* dishonour the transaction, a fee will be charged to *your account*.

Interest may be charged on any overdrawn amount. Interest will be charged to *your account* on the last day of each *statement period* and on the day that *our* relationship with *you* ends. If, however, the day *we* debit interest charges is not a *banking day* *we* may debit interest charges on the preceding *banking day*.

Interest charges are calculated daily from the date *your account* is overdrawn up to and including the date *we* are paid. Depending on how long before *you* repay the money to *us*, interest may be capitalised at the end of the periods *we* choose. Please contact *us* to find out how to obtain the current interest charges applicable to *your account*.

*You* may also be charged a fee to reimburse *us* for any *costs* *we* incur in the recovery of *our* money.

### 3.2 Amounts which can be debited to *your account*

*You* agree that *we* may debit to *your account* without notifying *you* each drawing *you*, or an *authorised operator*, make or authorise on *your account* and *you* agree to pay *us* fees and charges debited as described in clause 5.1 and any other amount *you* must pay in connection with these *terms and conditions* on the date it becomes due.

## 4. Part D – Transaction services

### 4.1 About the *transaction services*

The *transaction services* are provided directly by us.

To the extent that the *ePayments Code* applies to transactions covered by these *terms and conditions*, these *terms and conditions* reflect the requirements of the *ePayments Code*. The *ePayments Code* is a voluntary code that is designed to give you protection in conducting funds transfers through electronic means. The *ePayments Code* does not apply to certain *business accounts* (see clause 4.18 for details).

The types of electronic transactions that are available using a *card* include ATM withdrawals, transfers, *balance* enquiries, and deposits, EFTPOS payments and withdrawals, *Bank@Post*.

*Home Banking Services* may be used to access your *account* where we have agreed to make such access available to you.

The types of transactions that are available using *Home Banking Services* include *BPAY payments* and deposits,

Express Line (telephone banking) transfers and Online Banking transfers and payments (including AnyPay and BatchPay payments).

### 4.2 Summary of *transaction services*

You or an *authorised operator* can access your *account* by using the following *transaction services*:

Transaction service	Ways of using the <i>transaction services</i>	Reference in this <i>Guide</i>
<b>Cheques</b>	<ul style="list-style-type: none"> <li>• Deposit via post</li> <li>• Deposit via <i>branch</i></li> <li>• Personal cheque withdrawal</li> <li>• Bank cheque withdrawal</li> </ul>	Clause 4.8
<i>Cards</i>	<ul style="list-style-type: none"> <li>• <i>Branch</i> deposits and withdrawals</li> <li>• ATM transfers, deposits and withdrawals<sup>1</sup></li> <li>• EFTPOS payments and withdrawals</li> <li>• <i>Bank@Post</i> deposits and withdrawals</li> </ul>	Clause 4.10
<i>Home Banking Services</i> <sup>2</sup>	<ul style="list-style-type: none"> <li>• Online Banking</li> <li>• <i>BPAY</i></li> <li>• AnyPay</li> <li>• BatchPay</li> <li>• Express Line (telephone banking)</li> </ul>	Clauses 4.11 and 4.12
<i>Regular payments</i> and third party direct debits	<ul style="list-style-type: none"> <li>• <i>Regular Payment Plan</i></li> <li>• Automatic deduction</li> <li>• Periodical payment</li> <li>• Third party direct debits</li> </ul>	Clause 4.14

<sup>1</sup> ATM deposits and transfers available at selected Bendigo Bank ATMs.

<sup>2</sup> Online Banking services are not available to your *financial adviser* or stockbroker unless you have appointed them as a full access *authorised operator*.

Please note: *Transaction services* are not available to platform investors.

### 4.3 How much can you access?

In relation to any *access method*, we may set and vary dollar limits (maximum and minimum) for certain categories of transaction, each transaction within a category, cumulative transactions in a category or combination of categories (either at all or over a specified period of time), or on any other basis we determine. Without limiting the above we may set dollar limits for:

- Cash withdrawals
- *Home Banking Service* transfers or payments
- All *online banking payments* including AnyPay and BatchPay to a specified *payee* or group of *payees*
- *BPAY payments*
- Any other type or types of *Home Banking Service*.

In addition to the above, a limit may be placed on withdrawals made using a *transaction service*:



- Whether in cash or by cheque or otherwise
- Whether by number or amount or otherwise
- Where in relation to a particular period of time or otherwise.

Withdrawals or transfers from *your account using the transaction services* may only be made in a manner permitted by *us*. New limits for withdrawals may be introduced in the future. The limits may also be subject to change.

Limits applicable to *your account* in respect of each *transaction service* are set out in this *Guide*.

These limits are subject to change from time to time.

#### 4.4 When can you access your account?

The hours during which *you* can use an *access method* may be varied from time to time without notice.

#### 4.5 Malfunctions

If an *electronic banking device* malfunctions, alternative manual procedures may be available from the merchant for retail point of sale transactions by using a *card* and signing *your* authorisation of the transaction.

*We* are not liable for any loss or inconvenience whatsoever, where *electronic equipment* or an *electronic banking device* does not accept a transaction for any reason.

#### 4.6 Authorisation

When a *user* uses an *access method*, *you* authorise *us* to act on the instructions given or entered.

When a *user* authorises an *EFT transaction* which *we* accept, *we* will issue a receipt (which for a *Home banking Service* transaction may be an electronic receipt) as required by the *ePayments Code* (to the extent that it applies to the transaction). However, the transaction may not be processed until the next day on which *we* process such transactions.

#### 4.7 Processing of transactions

Transactions will be processed as soon as practicable.

#### 4.8 Cheques

It is important that *you* read this general information about cheques, and familiarise yourself with *your* obligations and responsibilities.

If *you* fail to observe *your* obligations and responsibilities *you* will not be able to make a claim in relation to any loss or damage that may occur, and *you* may be required to indemnify *us* in respect of any loss or damage.

##### 4.8.1 General information about cheques (excluding bank cheques)

What is a cheque?

A cheque is a written order to a bank to pay a sum of money on demand. Banks provide cheque forms and generally insist on the use of these forms.

Cheque clearing process

In order to provide this convenient facility to *you* there is a fairly complicated and time consuming process involved, which may take a number of days. *You* should ask *us* for an estimate of the time it will take, if *you* need to know, although the process generally takes three *business days*.

To help *you* understand how this works *we* have set out the process step by step:

- First, *you* deposit into *your* account a cheque *you* have received, then
- *We* will seek payment of the cheque from the bank on which the cheque is drawn (the two banks could be the same), then
- That bank will pay the proceeds of the cheque to *us*. Only then will funds from the cheque be cleared and made available to *you*.

Normally *you* will not be able to withdraw the value of a cheque *you* deposit until the cheque is cleared, even though *your account* may be credited with the proceeds of the cheque. This rule applies even to cheques made payable to 'cash'.

The process for foreign cheques will generally take 30 *business days*. Please note, that although *you* may be able to withdraw funds after this period passes, the process may not be complete and the cheque may still be dishonoured. If the cheque is dishonoured prior to or after the 20 *business day* period *we* will reverse the cheque at the applicable exchange rate. If *you* have withdrawn the funds *you* will need to pay the applicable funds back to *us*.

How a cheque may be specially cleared

If *you* want faster clearance of a cheque *you* can ask *us* for a special clearance. *You* should then ask for an estimate of the time it will take and refer to Part E for the *cost* involved.

*Our* charge for a special clearance covers the extra administrative *costs* involved in making a special clearance request to the bank where the cheque *account* is held (including a possible courier charge).

What is the effect of crossing a cheque?

If *you* cross a cheque *you* are telling a bank not to cash it across the counter. The cheque must be paid to a bank (for example into a customer's *account*). If a bank does cash the cheque in favour of someone who is not the true owner, it may be liable for any loss suffered by the true owner.

Crossing a cheque means drawing across the face of the cheque from top to bottom two parallel lines, with or without the words 'not negotiable' between them.

A crossing may be added by *you* when *you* make out a cheque or by any *person* who obtains possession of *your* cheque.

What is the meaning of 'not negotiable'?

The words 'not negotiable' between two parallel lines across the face of a cheque mean that, where the cheque is transferred, the *person* who obtains the cheque has no greater rights than the *person* who transferred it to him or her.

For example, *your* cheque might be stolen and then passed on by the thief to another *person*. That *person* might then obtain payment of the cheque. In this example, if the cheque was crossed and marked 'not negotiable', the *person* from whom the cheque was stolen might recover the amount of the cheque from the *person* who obtains payment of the cheque, even though that *person* may not have done anything wrong.

What is the meaning of 'account payee only'?

These words on a cheque are a warning to a bank with which the cheque is deposited that the cheque should be paid only to the *person* named in the cheque as *payee*.

If that bank pays a different *person*, it may be liable to the true owner unless the bank acted in good faith and without negligence (for example, by making enquiries and receiving a reasonable explanation).

The words 'account payee only' do not prevent the transfer of a cheque. However, as a matter of policy, *we* will not usually accept such cheques into an *account* other than that of the *payee*.

What is the significance of deleting 'or bearer'?

Cheques are generally printed with the words 'or bearer' appearing at the end of the line on which *you* put the name of the *person* to be paid.

The words 'or bearer' mean that (except in cases where the cheque is crossed and must therefore be collected by a bank) the bank on which the cheque is drawn has authority to pay it to any *person* in possession of it, even if that *person* found it or stole it, unless the bank has reason to suspect that the cheque might have fallen into the wrong hands. *We* generally require that bearer cheques are endorsed if they are to be paid other than to the named *payee*. If *you* wish to alter this position by making the cheque an 'order' cheque, the simplest way is to cross out the words 'or bearer' which are printed on the cheque.

If so desired the words 'to the order of' may also be inserted before the name of the *payee*, but if this is done the words 'or bearer' must still be crossed out.

If a cheque is an 'order' cheque then (except in cases where the cheque is crossed and must therefore be collected by a bank) the bank on which the cheque is drawn should only pay it:

- To the named *payee*, or
- To any other *person* to whom the named *payee*,

by endorsing the cheque on the reverse side, has ordered it to be paid.

How and when a cheque may be stopped

*You* may stop payment on a cheque *you* have written by notifying *us* before the cheque is paid by *us*.

Speed is important. *You* may notify *us* by telephone. Please ensure all *account* signatories are available to authorise the stop. Alternatively *you* may visit any Bendigo Bank *branch* or send written instructions.

*You* should identify the cheque clearly to *us* by giving the amount, cheque number, date of the cheque and to whom it is payable.

Reducing the risk of unauthorised alteration

When *you* write a cheque, *you* should take care to reduce the opportunity for forgery or fraud. *You* have a duty to fill out the cheque so as not to mislead *us* or make it easy for someone else to alter *your* cheque.

*You* should:

- Not leave gaps between the words or figures
- Begin the amount in words as close as possible to the left-hand side
- Begin the amount in figures as close as possible to the dollar sign (\$)
- Never write a cheque in pencil or ink that can be rubbed out
- Never sign a cheque before it is used or filled out
- Always write the amount of the cheque in words as well as figures, because words are harder to alter.

Cheques returned unpaid or 'dishonoured'

*Your* cheque may be returned unpaid or 'dishonoured' in certain circumstances, such as where:

- There is not enough money in *your account*
- There is some irregularity with *your* cheque, for example if *your* cheque is unsigned, is more than 15 *months* old, is post-dated (i.e. bears a date that has not arrived), or has been materially altered (for example, by a change of the amount originally stated in it) and *you* have not signed the alteration
- *You* have instructed *us* to stop payment of *your* cheque
- *We* have received notice of *your* mental incapacity, or of *your* death (and certain conditions have been met).

If *we* dishonour *your* cheque it means this cheque will not be paid by *us*.

If a cheque *you* have deposited is dishonoured, *we* will advise *you* of this. The *balance* of *your account* will be reduced by the amount of the cheque if it has already been credited to *your account*.

Lost or stolen cheques

*You* must notify *us* as soon as possible of the loss, theft or misuse of *your* cheques. *You* can do this by contacting *us*. If *you* do not do this, *you* take the risk of someone forging *your* signature and drawing cheques on *your account*.

#### 4.8.2 General information about bank cheques

This clause gives *you* general information about bank cheques. It is general information only.

What is a bank cheque?

The term 'bank cheque' describes a cheque which is to be paid by the bank itself, rather than from a customer's *account*.

Bank cheques are generally treated by the law in the same manner as ordinary cheques. Although many people regard

bank cheques as cash, *you* should be aware that in certain circumstances a bank cheque may not be paid by the bank that issues it.

To clarify this position, the banks who are members of the Australian Bankers' Association have adopted the procedures set out below in relation to bank cheques.

#### Forged or unauthorised bank cheques

If the signature of an *officer* of a bank is forged or placed on a bank cheque without the bank's authority, the bank is not legally liable for it.

#### Bank cheque materially altered

A bank will dishonour a bank cheque which has been fraudulently and materially altered. A bank will cooperate with any holder of a cheque, or a *person* who is about to receive it, who may want to verify that the cheque is a valid bank cheque.

#### Bank cheque reported stolen or lost

Where a bank is told that a bank cheque is lost or stolen and is satisfied that this is the case, the bank will not honour it if it is presented for payment by a *person* who has no right to it. The bank may provide a replacement bank cheque. The bank may require an indemnity and other documentation in this situation.

#### Court order restraining payment

A bank must observe an order of a court restraining the bank from paying its bank cheque which is presented for payment while the order is in force.

#### Failure of payment for the issue of a bank cheque

Where a bank has not received payment for issuing a bank cheque to a customer (for example, the customer's cheque to the bank in payment for the bank cheque is dishonoured), the bank will refuse to pay the bank cheque only if the *person* presenting the bank cheque for payment:

- Has not given value for it (for example, the bank cheque is stolen)
- Has given value for it but at the time of doing so he or she knew the bank had not been paid for the bank cheque (for example, that the cheque in favour of the bank had been dishonoured).

Again, an indemnity and other documentation may be required in this situation.

## 4.9 Rules relating to cheques

### 4.9.1 These *terms and conditions* apply to any cheque issued by *us* to enable *you* or an *authorised operator* to draw on *your account*.

- Each cheque issued by *us* in connection with *your account* is *our* property and must be immediately returned to *us* on demand.
- If the amount in words on any cheque varies from the amount expressed in figures then the lower amount prevails.
- When *you* draw a cheque on *us* it will, when the cheque is handed to *us*:

- be taken to be a request by *you* to *us* to withdraw funds from *your account* for the amount shown on the cheque

- constitute an authority to remit those funds to the *payee* of the cheque or the *payee's* bank.

- The *person* signing a cheque must initial an alterations, date the cheque on the date when it was signed and complete all details.
- *You* must take reasonable care in the management of *your* affairs to ensure that:

- only *authorised persons* sign cheques

- each cheque is completed properly and with due care so as to prevent unauthorised, stolen, forged or fraudulently altered cheques being presented for payment

- each cheque is properly and correctly accounted for in *your* records.

- If, when checking any cheque or particulars of any cheque, *we* find on it any irregularity or omission, *we* may dishonour or stop payment of the cheque on *your* behalf.
- *You* must keep cheque forms issued to *you* in a safe place and notify *us* immediately in writing if they are lost or stolen.
- *You* must notify *us* immediately if *you* suspect *your* cheque has been forged or fraudulently altered or has been drawn in whole or in part without authority from *you*.
- On receipt of each *statement of account*, *you* should check the entries carefully and promptly notify *us* if *you* have any cause to suspect that there is any cheque or transaction recorded on the *statement* that is incorrect or that *you* did not authorise.
- The indemnities contained in clause 4.25 apply to any loss or damage suffered in relation to the matters referred to in clause 4.8.

### 4.9.2 If *you* lose, deface or destroy any cheque issued to *you* or it is stolen or misused then:

- *You* must notify *us* of that fact immediately in writing
- *You* must give *us* any information or documents *we* reasonably request in relation to that event.

## 4.10 Cards

### 4.10.1 Cashcard access

*You* can use a Cashcard to access *your account*.

If *you* request a Cashcard, *you* can use *your* Cashcard and PIN to:

- Withdraw funds and check *your account balance* at any Bendigo Bank ATM, or at any other ATM displaying the Cashcard sign
- Purchase goods or withdraw funds (in most cases) at more than 18,000 EFTPOS terminals and 28,000 ATMs Australia-wide
- Withdraw funds at any Australia Post outlet displaying the *Bank@Post* symbol.

Please be aware that *your card* is magnetically encoded.

If the *card* is exposed to a strong magnetic field or comes into contact with a plastic security access *card*, the encoded information may be destroyed. The *card* may then be unusable as an *electronic banking device*.

#### 4.10.2 Applying for a card

You may apply for a *card* or request us to issue a *card* to an *authorised operator* by such means as we permit from time to time. We may accept or decline any such application or request at *our* discretion.

Each *authorised operator* who has been issued a *card* must use their *card* on the same *terms and conditions* as apply to *you*.

#### 4.10.3 Receiving a card

When a *user's* application for a *card* is approved we will advise the *users* of their *PIN* and:

- Where to collect the *card* in which case the *user* must attend at that place to collect the *card* and sign an acknowledgement of receipt of the *card*
- Subsequently send the *card* to the *user* by post. *You* should refer to clause 4.17 of this *Guide* in relation to *our* requirements for the security of *your PIN*.

#### Things to remember when a *user* gets a *card*

Sign it	Sign the <i>card</i> as soon as it is received
Valid from	A <i>card</i> is only valid from the 'valid from' date shown on it (if any, and if not, from when the <i>card</i> is issued by <i>us</i> ) until the 'until end' date shown on it
Who can use a <i>card</i> ?	A <i>card</i> must only be used by the <i>person</i> named on it
When will a <i>card</i> transaction be processed?	Transactions that are made using a <i>card</i> are processed as soon as possible
Replacement <i>card</i>	We may issue a replacement <i>card</i> at any time
Lost, defaced, destroyed, misused or stolen <i>card</i>	<i>You</i> or the relevant operator must notify <i>us</i> immediately in relation to any lost, defaced, destroyed, misused or stolen <i>card</i> , either in writing, in <i>person</i> at a <i>branch</i> , or by telephone (in which case written confirmation will be required) and must give <i>us</i> any information or documents <i>we</i> require in relation to that event. See clause 4.10.12 for further details on lost, stolen or misused <i>cards</i> .

Forgotten *your PIN*?

If *you* forget *your PIN* *you* can contact *us* with proof of *your* identity and *we* will arrange for a new *PIN* to be issued within a few days

#### 4.10.4 Using a *card* for purchases

*You* can use *your card* to access *your account* to pay for goods and services, and even withdraw cash at some locations. *Your PIN* is used to authorise transactions on *your account*. *You* can normally use a *card* to obtain goods and services at merchants (such as shops, restaurants and theatres) in Australia.

EFTPOS simply transfers the value approved by *you* from *your* selected *account* into the *account* held by the merchant.

Where a transaction that would otherwise be a *purchase* is processed via an EFTPOS facility *you* will be able to select the appropriate CHQ or SAV button and then *your account* will be debited and the transaction will be treated as a cash withdrawal from the relevant account.

The fact that the EFTPOS symbol is displayed at a merchant's premises does not mean that *we* guarantee that any or all goods and services available there may be obtained using a *card*. *We* are not responsible if a merchant refuses to accept the *card*, does not allow cash withdrawals or places other limitations on using the *card*.

*We* have no control over the hours a merchant may be open for business. The hours during which a terminal will be available may therefore vary in accordance with the merchant's opening hours. *We* are not responsible for goods or services obtained by using a *card*, unless the law makes *us* liable.

Therefore, if *you* have any complaints about goods or services *you* must take them up with the merchant.

#### 4.10.5 Authorising a payment

It is *your* responsibility to check that the correct amount is entered in a terminal or written in the 'total' box on a voucher or appears on any other record of a transaction before *you* authorise the transaction or sign the voucher. Some transactions also need authorisation from *us*. *We* may choose not to authorise a proposed transaction (e.g. where *we* reasonably believe a transaction may be fraudulent).

#### 4.10.6 Sales vouchers

*You* agree that any request by a *user* to a *person* authorised to display or use the *Cashcard sign* for the supply of goods or services is authority for such *person* to issue a sales voucher for the amount shown on the face of the voucher.

*You* agree that the amounts shown on each sales voucher are sufficient evidence of the cash price of the goods and services to which the voucher relates (whether or not the voucher is signed by *you*). *We* do not have to forward to *you* copies of sales vouchers for transactions effected by use of a *card*.

#### 4.10.7 Using a *card* to obtain cash

To withdraw cash from *your account* at a *branch*, simply present *your card* at the counter. *You* may be asked to show

suitable identification such as a photographic driver's licence or passport to identify that *you* are the authorised holder of the *card*. If *you* do not have *your card*, *you* may still be able to withdraw cash from *your account* at a *branch*, subject to producing suitable identification and any other requirements that *we* wish to impose. The amount of cash *you* can withdraw from a *branch* is subject to the amount of cleared funds in the *account*.

If *you* want to withdraw more than \$5,000 from a *branch you* will need to give *us* notice of at least 24 hours prior to the withdrawal.

*You* may, subject to available funds in *your account*, obtain cash from an *account* up to the withdrawal limit set for the *account* by using a *card* in combination with *your PIN* at any of *our electronic banking devices* or any *electronic banking devices* of any other institution displaying the relevant symbol.

Some merchants who have an *electronic banking device* may also allow *you* to withdraw cash from an *account* at the same time as *you* pay for goods and services.

*You* can withdraw cash from an *account* with *us* using *Bank@Post*. *You* may be asked to enter *your PIN* into an *electronic banking device* to make a *Bank@Post* transaction.

The amount of cash *you* can obtain using a *card* may vary depending on where *you* use the *card*.

Withdrawals made using ATMs, via EFTPOS and through *Bank@Post* are currently subject to a combined daily withdrawal limit of \$1,000.

The cash withdrawn from an *electronic banking device* will be in the denominations that the *electronic banking device* allows. When the money comes out of the *electronic banking device* it is at *your risk* and *we* are not responsible if it is lost or stolen. *We* do not warrant that an *electronic banking device* will always have money available. Other financial institutions can determine from time to time what transactions can be carried out at their *electronic banking devices*. *We* may charge *you* a fee for using *our electronic banking device* or someone else's *electronic banking device*. Please refer to clause 5.1 for the fees and charges applicable to *your account*. *You* must not put any matter or substance of an explosive, dangerous, damaging or offensive nature in an *electronic banking device*.

#### 4.10.8 Refunds

*Your account* will only be credited with a refund for a *card* transaction if *we* receive a refund voucher or other refund verification acceptable to *us*. A refund due to *you* will be applied to *your account* as if the refund were a payment. Please note that this sub-clause applies to refunds only and does not apply to any readjustment of the *balance* of an *account* as a result of an unauthorised transaction where *you* are not liable. Please refer to Part D of this *Guide* for those readjustments.

#### 4.10.9 Use of a card

For the purposes of these *card terms and conditions* 'use' in relation to a *card* includes any physical use of the *card* (such as in an ATM) and any notification of use of the *card* number or any identifying number issued by *us* in relation to the *card* or an *account*.

#### 4.10.10 Cancellation, return, loss and misuse of cards

*We* may at *our* option or at *your* request suspend or cancel the use of a *card* or retain a *card* presented to *us* or any other *person*.

A *card* issued in respect of an *account* must not be used after the *account* is closed or after the use of the *card* has been suspended or cancelled, and must be immediately returned as soon as *we* advise *you* the *account* is closed or the *card* use has been suspended or cancelled or *you* request that the *account* be closed or the *card* use be suspended or cancelled.

#### 4.10.11 Return of cards

Each *card* issued by *us* is *our* property and must be immediately returned to *us* on demand.

#### 4.10.12 Lost, stolen, misused or unauthorised use of cards

It is vitally important for *you* to contact *us* as soon as possible if:

- A *card* is lost or stolen
- Someone has fraudulently placed a telephone, internet or direct mail order against *your card*
- *You* suspect that a *PIN* is known to someone else or *you* suspect any unauthorised telephone, internet or mail use of an *account* or other type of unauthorised use involving a *card*.

Immediate notification may prevent an unauthorised *person* from using *your card*. If *you* do not tell *us* that *your card* has gone missing or if *you* disclose the *PIN* to someone else or leave a record of it with *your card* or act with carelessness in failing to protect *PIN* security, *you* may be liable for the bill arising from an unauthorised use of *your account*. For this reason, it is extremely important that *you* do not leave a record of *your PIN* either with *your card* or in a place where it can be easily found. However, *you* are not liable for losses resulting from an unauthorised transaction if that transaction took place after *you* notified *us* of the loss or theft of *your card* or where a *card* and *PIN* are used if it is clear that *you* did not contribute to such losses.

*You* should refer to clause 4.17 of this *Guide* for *our* requirements for the security of *your PIN* and other *codes* and in relation to *your* liability.

*You* will need to give *us* all relevant information *you* may have, so that *we* can suspend *card* access to the *account*. *You* may be required to confirm in writing any notice *you* give *us* by telephone. When *you* report the matter *you* may be given a notification number (or other form of acknowledgment). *You* should retain that number as confirmation of the date and time of *your* report.

If *you* recover a *card* that has been reported lost or stolen, the *card* must not be used again. Instead *you* should report the recovery to *us*. The *card* should then be cut in half and sent to *us* by security post.

### 4.11. Home Banking Services (including BPAY)

#### 4.11.1 Applying for Home Banking Services

*You* may apply for access to *your account* for *you* or an authorised operator using *Home Banking Services* by such means as *we* permit from time to time.

The *Home Banking Services* available to you will be determined by us from time to time.

Each *authorised operator* who has *Home Banking Service* access must use the *Home Banking Services* on the same *terms and conditions* as apply to you.

Contact us to apply to access your account via any or all of our *Home Banking Services*.

We may accept or decline any such application at our discretion.

Some *Home Banking Services* may not be available where more than one signature is needed to operate.

#### 4.11.2 Equipment for Home Banking Services

You need to supply and maintain your own equipment to use our *Home Banking Services*, including any *electronic equipment* and software necessary to enable you to use Online Banking or Express Line (telephone banking), which may include continuance of an account with a telecommunications network provider.

Customers using Online Banking are encouraged to take all reasonable steps to protect the security of their *electronic equipment* by ensuring that it is free from viruses and/or any form of program or mechanism capable of recording personal information.

#### 4.11.3 Online Banking Password (OBP) and Personal Access Code (PAC)

When an application for access to an account via a *Home Banking Service* is approved, we will advise the user of their *Online Banking Password (OBP)* and/or *Personal Access Code (PAC)*. The user will be issued an *OBP* for Online Banking and/or a *PAC* for Express Line (telephone banking).

#### Things to remember about your OBP/PAC

<p>Lost, stolen or misused OBP/PAC or OBP/PAC disclosed to another person</p>	<p>If you or an <i>authorised operator</i> lose your <i>OBP/PAC</i> or have any reason to believe that it has been lost, stolen, misused or disclosed to another <i>person</i>, you or the relevant <i>authorised operator</i> must notify us immediately either in writing, in <i>person</i> at a <i>branch</i>, or by telephone (in which case written confirmation will be required) and must give us any information or documents we reasonably require in relation to that event.</p>
<p>Forgotten your OBP/PAC?</p>	<p>If you or an <i>authorised operator</i> forget your <i>OBP/PAC</i>, you or the relevant <i>authorised operator</i> can contact us with proof of your identity and we will arrange for a new <i>OBP/PAC</i> to be issued as soon as possible.</p>

#### Things to remember about your OBP/PAC

Where a new *OBP* is requested, or we reissue or change an *OBP* (which we may do at any time by notifying the *user*), then we may deliver the *OBP* to the *user* by SMS (short message service) to the *user's* mobile telephone or via an automated telephone service.

Where a new *PAC* is requested, or we reissue or change a *PAC* (which we may do at any time by notifying the *user*), then we may post or deliver the *PAC* to the *user* or require the *user* to collect it.

You should refer to clause 4.17 for more information on the security of your *OBP/PAC*.

#### 4.11.4 Use of Home Banking Services

Using their customer number, *OBP* and *electronic equipment* with internet access, a *user* can have access to Online Banking to:

- Pay bills using *BPAY*
- Check your account balances
- Transfer funds between your accounts with us
- View and print transaction records
- Make payments to other bank accounts by using *AnyPay* or send multiple payments (for example, by using *BatchPay*)
- Download/export your transaction data into other formats if needed
- Order your Adelaide Bank cheque books when required
- Reconcile your records with your account balances, your transactions and the amount of interest for the financial year.

If a *user* accesses Online Banking using *mobile banking* the *user* can access Online Banking to:

- Pay bills using *BPAY*
- Check your account balances
- Transfer funds between your accounts with us
- View transaction records
- Make payments to other bank accounts by using *AnyPay* to existing *AnyPay payees* only
- Reconcile your records with your account balances and your transactions.

Using their customer number, *PAC* and a telephone, a *user* can access Express Line (telephone banking) 24 hours a day, 7 days a week to:

- Verify the balance of your accounts
- Pay bills using *BPAY*
- Transfer funds between your accounts with us
- Review your last transactions
- Reconcile your records with your account balances, your transactions and the amount of credit and debit interest for the financial year.

Online Banking should only be accessed through our homepage at [www.adelaidebank.com.au](http://www.adelaidebank.com.au). Failure to check this may cause you loss.

We do not have to accept any *Home Banking Service* instruction given to us and we do not have to notify a user if we have not accepted such an instruction.

We will make reasonable efforts to ensure that any request made through a *Home Banking Service* is dealt with promptly.

Except as provided in clause 4.12.8 we are under no obligation to notify you or an *authorised operator* if any *Home Banking Service* payment is successful or unsuccessful. However, this sub-clause does not limit our obligation to provide a receipt where this is required by the *ePayments Code*.

You must ensure that your *account* from which a transfer or payment is to be made has sufficient available funds to enable the transaction to be performed by us.

Where we have instructions for more than one transfer or payment from your *account* we may determine the order of priority in which transfers or payments from your *account* are made.

#### **4.11.5 Misuse or unauthorised use of Home Banking Services**

We will accept and act on *Home Banking Service* instructions where a person or persons enter or quote:

- A user's customer number or, if required by us, a combination of customer numbers
- The appropriate *OBP/PAC* (whether or not disguised using an alphabetical security coding as notified by us to the person at the time) or, if required by us, a combination of *OBP/PACs* (whether or not so disguised).

Subject to any contrary *terms and conditions* in this *Guide*, any transfer or payment of funds made in the circumstances described in this subclause will be valid and constitute a permissible debit to the relevant *account*.

#### **4.11.6 Suspension or cancellation of Home Banking Services**

We may suspend or cancel a user's *OBP/PAC* or access to any or all *Home Banking Services* at any time without notice. We will cancel an *authorised operator's* access to any *Home Banking Service* on receipt of a written request by you. In the case of suspension, we may reinstate a user's *OBP/PAC* at any time without notice. We may also require the user to contact us before we reinstate a *OBP/PAC* or access, but we are not obliged to do this.

### **4.12 BPAY and our online banking payment service**

*BPAY* enables customers to transfer payments to other parties via a central interbank processing system as cleared effects.

We are a member of *BPAY*.

With *BPAY payments*, you can (subject to any restrictions we impose) have 24 hour 7 day access through *Home Banking Services* or any other electronic means that we permit and a *biller* accepts to pay bills and get a receipt.

We are a *biller*. You may also be able to transfer funds from an *account* you have at another financial institution which is a member of *BPAY*, to an *account* with us, through *BPAY*.

We will tell you if we are no longer a member of *BPAY*.

Our *online banking payment service* is our internet payment service including *AnyPay* and *BatchPay*:

- *AnyPay* allows an *AnyPay user* to debit their *account* and credit monies to another bank account
- *BatchPay* allows a *user* to make multiple payments to registered recipient accounts held with various financial institutions with only one debit being made from the nominated *account*.

#### **4.12.1 Access to online banking payment service**

Before we agree to allow you access to the *online banking payment service* for any *payee* we may require you to make an application to us regarding that *payee* in the form and containing such information as we require. We are under no obligation to agree to any or all *payees* nominated in any such application and we may make available *payees* who are not listed in any such application. We may suspend or terminate access to any *payee* at any time without notice.

We are under no obligation to check or confirm the identity of *payees* or other information provided about them (including their *account* number for receipt of payments).

You should note that if funds are sent to an incorrectly quoted *account* number then it may not be possible to retrieve those funds.

#### **4.12.2 Information needed to use BPAY**

When you tell us to make a *BPAY payment*, you must give us the following information:

- The *biller* code which is located on the bill you wish to pay
- Your customer reference number with the *biller* Code
- How much you want to pay
- Any other additional information we may require.

Once this information is received, we will debit your *account* with the amount of the *BPAY payment* as set out in clause 4.12.3.

You acknowledge that we are not obliged to effect a *BPAY payment* if we do not receive this information or the information is inaccurate.

#### **4.12.3 When will a BPAY payment or online banking payment be received**

a. You may authorise a *BPAY payment* or an *online banking payment* from your *account*:

- i. With the funds to be drawn immediately in which case your *account* will be debited immediately; or
- ii. Through Online Banking, with the funds to be drawn on a future specified date in which case your *account* will be debited on that future date. If that future date is not a *business day*:

- the funds will be debited on the *business day* immediately preceding the nominated future date; or
- if after the date of authorisation and before the nominated future date there is no *business day*, the funds will be debited on the next *business day* after the nominated future date.

b. For an *online banking payment*, regardless of the effective date (as determined by the *terms and conditions* of the *account*) on which you authorise funds to be drawn from an *account*, if:

i. The day on which funds are drawn is a *business day* and the authorisation is complete:

- before 4.00 pm CST then the payment to the *payee* will generally be received by the *payee* on the next day that the Bulk Electronic Clearing System (BECS) is operating in the State or Territory where the *payee's account* is located; or
- after 4.00 pm and before midnight CST then the *payee's account* will generally receive the payment one *business day* later than if the authorisation had been completed before 4.00 pm – more precisely, the *payee's account* will generally receive the payment on the first day that BECS is operating in the State or Territory where the *payee's account* is located occurring immediately after the first *business day* after the calendar day on which funds are drawn;

ii. Funds are to be drawn immediately and that day is not a *business day* then the *payee's account* will generally receive the payment on the first day that BECS is operating in the State or Territory where the *payee's account* is located occurring immediately after the first *business day* after the day on which funds are drawn;

iii. Funds are to be drawn on a future date and that future date is not a *business day*, then the *payee's account* will generally receive the payment on the first day that BECS is operating in the State or Territory where the *payee's account* is located occurring immediately after the date of the debit under clause 4.12.3(a)(ii).

c. For a *BPAY payment*, regardless of the effective date (as determined by the *terms and conditions* of the *account*) on which you authorise funds to be drawn from *your account* and subject to the fact that a payment may take longer to be credited to a *biller* if you tell us to make the payment on a Saturday, Sunday or public holiday, or if another participant in *BPAY* does not process a payment as soon as they receive its details, if:

i. The day on which funds are drawn is a *BPAY day* and the authorisation is completed:

- before 4.00 pm CST then the *biller* has agreed that the payment will be treated as received by the *biller* on that day;
- after 4.00 pm and before midnight CST then the *biller* has agreed that the payment will be treated as received by the *biller* on the next day that is a *BPAY day*;

ii. Funds are to be drawn immediately and that day is not a *BPAY day*, then the *biller* has agreed that the payment will be treated as received by the *biller* on the next day that is a *BPAY day*;

iii. Funds are to be drawn on a future date and that future date is not a *BPAY day*, then the payment will generally be treated as received by the *biller* on the first *BPAY day* occurring on or after the date of the debit under subclause 4.12.3(a)(ii).

#### 4.12.4 *BPAY payments may be delayed*

A delay may occur in processing a *BPAY payment* where:

- There is a public or bank holiday on the day after you tell us to make a *BPAY payment*
- You tell us to make a *BPAY payment* on a day which is not a *BPAY day*
- You tell us to make a *BPAY payment* after 4.00 pm CST on a *BPAY day*
- Another financial institution participating in *BPAY* does not comply with its *BPAY* obligations
- A *biller* fails to comply with its *BPAY* obligations.

While it is expected that any delay in processing of a *BPAY payment* for any reason set out in this subclause will not continue for more than one *BPAY day*, any such delay may continue for a longer period.

We will attempt to make sure that your *BPAY payments* are processed promptly by participants in *BPAY*.

#### 4.12.5 Variation of *BPAY* and *online banking payment instructions*

Any *online banking payment service* or *BPAY instruction* for funds to be drawn on a future date may be varied or revoked by any *person* who has complied with clause 4.11.3 where the new instruction is given and received by us prior to the *account* being debited.

Payments cannot be edited after 11.30am CST on the *payment date*. We will act on such new instruction as if it had been given by you. Otherwise, once we are instructed to make such a payment, we will not accept instructions to stop or vary an *online banking payment* or *BPAY payment* or to withdraw or vary an instruction to make such a payment.

#### 4.12.6 Errors in your *BPAY payment instructions to us*

You should notify us immediately if you become aware that you may have made a mistake (except when you make an underpayment – for those errors see next paragraph) when instructing us to make a *BPAY payment*, or if you did not authorise a *BPAY payment* that has been made from your *account*. Clause 4.13 describes when and how we will arrange for such a *BPAY payment* to be refunded to you.

You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a *BPAY payment* and you discover later that the amount you told us to pay was less than the amount you needed to pay, you can make another *BPAY payment* for the difference between the amount actually paid to a *biller* and the amount you needed to pay.

#### 4.12.7 No authorisation

You are not authorised to give a *biller code* to any *person* in order to receive payments of any amount owing to you. *Biller codes* may only be used by the *authorised biller* to receive payment of bills issued by that *biller*. The *terms and conditions* of the use of *BPAY* will not apply to any use by you of *biller codes* in this way.

#### 4.12.8 Other important points about *BPAY*



If we are advised that *your BPAY payment* cannot be processed by a *biller* we will advise *you* of this, credit the relevant *account* with the amount of the *BPAY payment* and take all reasonable steps to assist *you* in making the *BPAY payment* as quickly as possible.

*You* acknowledge that the receipt by a *biller* of a mistaken or erroneous *BPAY payment* does not or will not constitute under any circumstances part or whole satisfaction of an underlying debt owed between *you* and that *biller*.

*You* should check *your account* records carefully and must promptly notify *us* as soon as *you* become aware of an unauthorised or erroneous *BPAY payment*, any mistake or delay in processing a *BPAY payment* or the possibility that *you* have been fraudulently induced to make a *BPAY payment*.

#### 4.12.9 Suspension and termination of access to BPAY

We may suspend *your* right to participate in *BPAY* at any time where we have suspended or cancelled *your OBP/PAC* or *your* access to any *Home Banking Service* or if *you* or someone acting on *your* behalf is suspected of being fraudulent.

#### 4.12.10 Privacy and BPAY

*You* agree to *us* disclosing to *billers* nominated by *you* and if necessary the entity operating *BPAY* (*BPAY Pty Ltd*) or any other participant in *BPAY* and any agent appointed by any of them from time to time, including *Cardlink Services Limited*, that provides the electronic systems needed to implement *BPAY*:

- Such of *your* personal information (for example *your* name, email address and the fact that *you* are *our* customer) as is necessary to facilitate *your* registration for or use of *BPAY*
- Such of *your* transactional information as is necessary to process *your BPAY payments*. *Your BPAY payments* information will be disclosed by *BPAY Pty Ltd* through its agent to the *biller's* financial institution.

If *your* personal information detailed above is not disclosed to *BPAY Pty Ltd* or its agent, it will not be possible to process *your* requested *BPAY payment*.

*You* must notify *us* if any of *your* personal information changes. *You* consent to *us* disclosing *your* updated personal information to all other participants in *BPAY* referred to in this clause as necessary.

#### 4.12.11 How to access your personal information

Who to ask	For information held by <i>BPAY Pty Ltd</i> ABN 69 079 137 518	For information held by <i>Cardlink Services Ltd</i> ABN 60 003 311 644
Phone	(02) 9922 3511	(02) 9646 9222
Write	Level 9, 20 Berry Street, North Sydney NSW 2060	Corner Park Road and South Parade, Auburn NSW 2144

## 4.13 Liability and indemnity BPAY

This clause sets out information about liability and *BPAY*. *You* should also refer to clauses 4.21, 4.22, 4.23 and 4.24 for further information about liability.

### 4.13.1 Limitation of your liability if ePayments Code applies

If *you* are liable under this clause 4.13 for an unauthorised or fraudulent payment made on or after 1 April 2002 and the *ePayments Code* applies, then *your* liability will not exceed the amount determined according to clause 4.22.

In these circumstances we will be liable to *you* for the difference between the amount for which *you* are otherwise liable and the amount of the unauthorised or fraudulent payment.

This clause 4.13 also applies if *your account* is a *business account*.

### 4.13.2 Mistaken payments, unauthorised transactions and fraud

We will attempt to make sure that *your BPAY payments* are processed promptly by the participants in *BPAY*, including those *billers* to whom *your BPAY payments* are to be made. *You* must tell *us* promptly if:

- *You* become aware of any delays or mistakes in processing *your BPAY payment*
- *You* did not authorise a *BPAY payment* that has been made from *your account*
- *You* think that *you* have been fraudulently induced to make a *BPAY payment*.

We will attempt to rectify any such matters in relation to *your BPAY payment* in the way described in this clause. However, except as set out in this clause 4.13, we will not be liable for any loss or damage *you* suffer as a result of using *BPAY*. The longer the delay between when *you* tell *us* of the error and the date of *your BPAY payment*, the more difficult it may be to perform the error correction. For example, we or *your biller* may not have sufficient records or information available to *us* to investigate the error. If this is the case, *you* may need to demonstrate that an error has occurred, based on *your* own records, or liaise directly with the *biller* to correct the error.

### 4.13.3 Mistaken payments

If a *BPAY payment* is made to a *person* or for an amount which is not in accordance with *your* instructions (if any), and *your account* was debited for the amount of that payment, we will credit that amount to *your account*. However, *you* must pay *us* that amount if *you* were responsible for a mistake resulting in that payment and we cannot recover the amount of that payment from the *person* who received it within 20 *BPAY days* of *us* attempting to do so.

### 4.13.4 Unauthorised payments

If a *BPAY payment* is made in accordance with a payment direction which appeared to *us* to be from *you* or on *your* behalf but for which *you* did not give authority, we will credit *your account* with the amount of that unauthorised payment. However, *you* must pay *us* the amount of that unauthorised payment if the payment was made as a result of a payment direction which did not comply with *our* prescribed security procedures for such payment directions

and we cannot recover within 20 BPAY days of us attempting to do so that amount from the *person* who received it.

#### 4.13.5 Fraudulent payments

If a BPAY payment is induced by the fraud of a *person* involved in BPAY, then that *person* should refund you the amount of the fraud-induced payment. However, if that *person* does not refund you the amount of the fraud-induced payment, you must bear the loss unless some *person* involved in BPAY knew of the fraud or would have detected it with reasonable diligence, in which case that *person* must refund you the amount of the fraud-induced payment.

#### 4.13.6 Resolution principles

If a BPAY payment you have made falls within the type described in clause 4.13.4 and either 4.13.3 or 4.13.5, then we will apply the principles stated in clause 4.13.4.

If a BPAY payment you have made falls within both types described in clause 4.13.3 and 4.13.5 then we will apply the principles stated in clause 4.13.5.

#### 4.13.7 Information we need about unauthorised BPAY payments

If you tell us that a BPAY payment made from your account is unauthorised, you must give us your written consent addressed to the *biller* who received that BPAY payment, agreeing to us obtaining from the *biller* information about your account with that *biller* or the BPAY payment, including your customer reference number and such information as we reasonably require to investigate the BPAY payment. If you do not give us that consent, the *biller* may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY payment.

#### 4.13.8 Indemnity – BPAY

You indemnify us against any loss or damage we may suffer due to any claim, demand, or action of any kind brought against us arising directly or indirectly because you:

- Did not observe any of the *user's* obligations under the *terms and conditions* dealing with the use of BPAY and BPAY payments
- Acted negligently or fraudulently in connection with the agreement relating to the use of BPAY and making BPAY payments constituted by these *terms and conditions*.

#### 4.13.9 Consequential damage – BPAY

This sub-clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws or that code would make this sub-clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this sub-clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

We are not liable for any consequential loss or damage you suffer as a result of using BPAY, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

## 4.14 Regular payments and third party direct debits

### DIRECT DEBIT REQUEST SERVICE AGREEMENT

#### 4.14.1 Types of regular payments

Auto Payment Plan	Allows you to establish automatic transfers of a fixed amount from an account held with another financial institution to your account.  This service is free of bank charges from us. Where we are debiting your account with another financial institution you may incur a fee from that financial institution.
Automatic deduction	Allows you to establish automatic transfers of a fixed amount between your Adelaide Bank accounts.
Periodical payment	Allows you to establish automatic transfers of a fixed amount from your account to your accounts with other financial institutions.

Regular payments can be made provided there are sufficient funds in your nominated direct debit account and you comply with the applicable *terms and conditions* in this section.

The direct debit account you wish to make deductions from must be one that has funds available 'at call'.

You should note that regular payments may not be available on all accounts. If in doubt, please refer to the *ledger financial institution*.

Please note that you will be unable to access the amount of a regular payment we make for you from a direct debit account for three business days from the payment date.

We may, subject to any restrictions on the operation of the account, accept an instruction relating to regular payments from an authorised operator.

Any such instruction is subject to these *terms and conditions* as if the instruction had been given by you.

#### 4.14.2 Fixed amount payment option

For all regular payments you can choose to have a fixed amount transferred weekly, fortnightly or monthly. The deduction amount will be the amount nominated by you and will be deducted at the frequency nominated by you. The regular payment and periodical payment options have the extra flexibility of quarterly, half-yearly or yearly deductions.

#### 4.14.3 General terms applying to regular payments and third party direct debits

For the purpose of this clause you can contact us by:

Post to: Payment Systems,  
GPO Box 1048 Adelaide SA 5001

Any complaint that *you* have in relation to an unauthorised or otherwise irregular payment can be made by contacting *us* using the above options.

#### **4.14.4 Applications**

*You* may apply for a *regular payment* by filling out a *Regular Payments Form* and returning it to *us*.

Forms can be sent to *you* in the post or can be collected from *your adviser*.

*We* can only begin to make a *regular payment* once *we* have processed *your form*.

A *regular payment* can take up to and including 5 *business days* to process. If a payment is due during this period, *you* will need to arrange an alternative method of payment.

Once *you* authorise *us*, *we* will arrange for the agreed amount to be debited from the nominated *direct debit account* and paid in accordance with *your request*.

#### **4.14.5 Sufficient funds must be available**

For an automatic deduction or a periodical *payment*, *you* must agree to have a minimum *available balance* or *available credit* in *your direct debit account* from which the *regular payment* is to be made. The minimum *available balance* or *available credit* must be equal to the deduction amount plus charges not posted to the *direct debit account* plus any minimum *balance* required to be maintained in the *direct debit account*. This amount must be held in the *direct debit account* by 5.00pm CST on the *banking day* immediately preceding the day on which the deduction is to occur and *you* must retain such minimum *balance* in *your direct debit account* until the deduction has occurred.

#### **4.14.6 The payment date**

For a *regular payment*, where the *payment date* is the 29th, 30th or 31st day of a *month*, if a *month* that does not contain these days, then *we* will make the payment or transfer on the first day of the next *month*. Where the *payment date* is not a *banking day* or if some financial institutions are not open for business on that day, then *we* will make the payment or transfer on the next *banking day* or when the financial institution is next open for business. For further information about when an automatic deduction will be debited to the *account*, *you* should contact the *ledger financial institution*.

For an automatic deduction and a periodical payment, where the day of deduction is not a *banking day* your deduction will occur on the preceding *banking day*.

#### **4.14.7 Debiting your account**

For a *regular payment* plan, *you* authorise the *ledger financial institution* to debit the *direct debit account* with any amounts that *we* may debit or charge *you* through the *direct debit system*.

Information in relation to *you*, *your account* and the *regular payment* may be disclosed by *us* to the *ledger financial institution* in connection with a claim relating to a *regular payment*. Information in relation to *your direct debit account*

may be disclosed by the *ledger financial institution* to *us* in connection with a claim in relation to a *regular payment*.

For a *regular payment* plan, *you* authorise *us* on the *payment date* (or other day as determined under clause 4.14.6) to debit the *direct debit account* with an amount calculated in accordance with the nominated payment amount.

#### **4.14.8 Deductions**

All *regular payments* *we* make for *you* either from or to *your account* or *direct debit account* are treated as payments to *you* or by *you*.

#### **4.14.9 Deduction amount may be changed by us**

Where the *direct debit account* is with another financial institution, *we* may change the deduction amount through the *direct debit system*.

#### **4.14.10 Stopping or cancelling your regular payments**

When *you* have authorised *us* to make a *regular payment* either from or to *your account* or *direct debit account* and *you* want to cancel the *regular payment*, *you* must advise *us* in writing at least 2 *business days* prior to the next *payment date*.

*You* should direct all requests to stop, cancel, defer or vary a *regular payment* and all disputes to *us*. *We* also suggest that the same instruction is made in writing to the *payee*.

Cancellation will only take effect when *we* have processed *your request*. *We* will promptly process *your request*.

#### **4.14.11 Changing your regular payments**

*You* may change a *regular payment* by filling in a new application form which can be sent to *you* in the post.

Any signature restrictions on *your account* may apply to the authorisation of a *regular payment*. After *we* have received the application form, *we* require 2 *business days* to process the change. *You* must advise *us* in writing of the change at least 2 *business days* prior to the next *payment date*.

*We* will provide *you* with at least 14 days notice if *we* intend to vary *terms and conditions* of the direct debit request service agreement.

#### **4.14.12 Terminating your regular payment**

Any arrangement in relation to a *regular payment* will be terminated without notice to *you* if *we* decide, or the *payee* advises *us*, that no further payment is required.

*We* may at *our* discretion terminate any arrangement relating to a future *regular payment* at any time by notice in writing to *you*.

A request for a *regular payment* will remain effective for the protection of *us* in respect of *regular payments* made in good faith notwithstanding *your* death, bankruptcy, insolvency or revocation of any request for the *regular payment*. If *we* receive written notice that *you* have died or become bankrupt or *insolvent* or revoke *your request*, the *regular payment* will be cancelled once the notice is processed. This provision does not apply to a direct debit request.

#### **4.14.13 Fees for regular payments**

*We* may charge *you* a fee for effecting *regular payments*. For a direct debit request and a *regular payment* plan, *we* may

also charge *you* a fee if a direct debit or automatic deduction is returned unpaid by the *ledger financial institution*. Please refer to Part E for details of fees and charges that apply to *regular payments*.

#### **4.14.14 Ensuring accuracy of regular payments**

To ensure accuracy for an auto payment plan, *you* should confirm *direct debit account* details by reference to a recent *account statement* issued by the *ledger financial institution*.

Before *you* arrange a *regular payment* to someone else check that they are able to receive the *regular payment* and that *you* are able to make a *regular payment* from *your account* with *us*.

#### **4.14.15 Order of priority of payments**

For a *regular payment* plan, the *ledger financial institution* may in its absolute discretion conclusively determine the order of priority of payment by it of any monies, pursuant to this or any other authority or withdrawal request which *you* have given or may give to the *ledger financial institution* in relation to *your direct debit account*.

For an automatic deduction and a periodical payment, *we* may at *our* absolute discretion conclusively determine the order of priority of payment by *us* of any monies, pursuant to this or any other authority or withdrawal request which *you* have given or may give to *us* in relation to *your account*.

#### **4.14.16 Liability for loss**

For all *regular payments* *we* are not responsible or liable for any loss or damage suffered by *you* or anyone else if a *regular payment* is not made, is late, or is not made in accordance with instructions.

#### **4.14.17 Inconsistency**

For a periodical payment and an automatic deduction, where there is an inconsistency between these conditions and the *terms and conditions* on any application form or other document(s) in relation to a *direct debit account* the *terms and conditions* on that application form or other document will prevail.

For the purposes of this sub-clause, 'conditions' means the *terms and conditions* in this *Guide* as amended from time to time or any *terms and conditions* adopted in substitution and where the context permits includes all other conditions (including any conditions appearing on an application form) relating to a direct debit request authority and an automatic deduction authority.

#### **4.14.18 What are third party direct debits?**

Third party direct debits allow *you* to arrange with a third party (such as *your* health fund) for that third party to debit amounts directly from *your account* on *your* behalf. *You* will need to apply to the third party to arrange a third party direct debit, and this arrangement is between *you* and the third party.

#### **4.14.19 Third party direct debits**

All third party direct debits made from *your account* are treated as payments by *you*. Before *you* arrange a third party direct debit *you* must check that *you* are able to make the direct debit from *your account* held with *us*.

When arranging a third party direct debit, *you* should also ensure *your account* details are correct by reference to a recent *account statement* issued by *us*.

A third party direct debit can be made provided there are sufficient funds in *your account*. *We* may charge *you* a fee for processing a third party direct debit.

Such fee will be deducted from the *account* from which the debit is made at or after the time the debit is made. In the case of *you* having insufficient funds in *your account*, *we* may dishonour the third party direct debit and *you* may incur a fee. Please refer to Part E for details of the fees and charges that apply to third party direct debits.

*You* must check *your account statement* and notify *us* as soon as possible if *you* think that an amount debited to *your account* by a third party was unauthorised or incorrect. Any complaint that *you* have in relation to an unauthorised or otherwise irregular third party direct debit can be made by contacting *us*. *We* will promptly process *your* request.

*You* should also contact the relevant third party in relation to any disputed amounts.

*You* may cancel a third party direct debit at any time by giving written notice to *us*.

*You* must advise *us* in writing at least 2 *business days* prior to the next *payment date* to ensure *your* next payment is not processed. Cancellation is not effective until *we* have processed *your* request. *We* also suggest that the same instruction be made in writing to the third party.

*You* should be aware that there is a risk that the third party may continue to debit amounts from *your account* even after *you* have cancelled the third party direct debit.

Without limiting any other provision in these *terms and conditions*, if *you* arrange a third party direct debit *you* agree to indemnify and release *us* from all liability which *we* may incur if a third party direct debit is not made, a third party direct debit is made late or is not made in accordance with *your* instructions or a cancellation request is given too late to enable a third party direct debit to be cancelled.

*You* authorise *us* to debit *your account* with the amount of the indemnity. This indemnity and release will not apply to the extent that the liability is caused or contributed by fraud, wilful default or a negligent act or omission on *our* part.

*We* may at *our* absolute discretion conclusively determine the order of priority of payment by *us* of any monies pursuant to any third party direct debit authority given by *you* in relation to *your account*.

## **4.15 Deposits**

### **4.15.1 Where are deposits accepted?**

Deposits of cash and cheques may be made at:

- A *branch*
- Some of *our* *electronic banking devices*

- Post offices displaying the *Bank@Post* symbol using *your Card*.

Other parties may also make a deposit to *your account* via various electronic and other means available to them. When advising another party to credit *your account* you will need to provide them with *our* BSB number (610-101) and *your* direct debit/credit number (as shown on *your statement of account*).

#### 4.15.2 Deposits into *your account*

Cheques deposited to *your account* are not available to be drawn against until the funds have been cleared and paid. If *you* wish to dispute the amount of a cash or cheque deposit recorded into *your account*, contact *us* with *your* deposit receipt.

*We* will make any necessary adjustments to the *account* once *we* have verified the amount that was deposited. *You* must pay in Australian dollars in Australia (it is not possible to make payments overseas).

For an *EFT transaction* which is a deposit of cash or a cheque into an *account* such deposit is subject to receipt and subsequent verification by *us* and where there is a discrepancy between the amount recorded by the *electronic equipment* or *access method* as having been deposited and the amount recorded by *us* as having been received, *you* will be notified of the difference as soon as possible and will be advised of the actual amount which has been credited to the nominated *account*. The security of deposits received at *our equipment* is *our* responsibility from the time the *EFT transaction* at *our equipment* is completed (subject to verification of the amount(s) deposited).

#### 4.15.3 Deposits via direct debit

Any request for a direct debit must be signed by the end client/*account* holder. Only where the end client/*account* holder has signed the original application can a direct debit request be accepted and processed. Both *account* names (*account* being debited and Adelaide Bank *account* being credited) must be held in the same name. This form must be signed by *you* or *your* power of attorney.

Authorisation given by companies must be signed in one of the following ways:

- i. by two directors of the company
- ii. by a director and by a secretary of the company
- iii. for a proprietary company that has a sole director who is also the sole company secretary – by the director
- iv. by a duly authorised attorney
- v. under seal (if required). *Accounts* held jointly must be signed by, or on behalf of, all *account* holders.

- *We* may vary any details of this agreement or direct debit request at any time by giving *you* at least fourteen (14) days written notice. *You* may change, stop or defer a debit payment, or terminate this agreement by providing *us* with at least 14 days notification by writing to *your adviser* or *us*.

- Direct debit dishonour may occur where both *accounts* are not held in the same name. Direct debit dishonour will occur where funds are not cleared and available in the corresponding institution. Direct debit dishonour fees may

be charged by the corresponding institution where funds are not cleared and available or where *accounts* vary in name.

- The *account* will only generate interest from the day the funds are deposited (please allow minimum 3 days).
- If the debit day falls on a day that is not a *banking day*, *we* may direct *your* financial institution to debit *your account* on the following *banking day*. If *you* are unsure about which day *your account* has or will be debited *you* should ask *your* financial institution.
- It is *your* responsibility to ensure that there are sufficient cleared funds available in *your account* to allow a debit payment to be made in accordance with the direct debit request. If there are insufficient clear funds in *your account* to meet a debit payment:

- *you* may be charged a fee and/or interest by *your* financial institution

- *you* may also incur fees or charges imposed or incurred by *us*

- *you* must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in *your account* by an agreed time so that *we* can process the debit payment

- *you* should check *your account statement* to verify that the amounts debited from *your account* are correct.

*You* should check:

- with *your* financial institution whether direct debiting is available from *your account* as direct debiting is not available on all accounts offered by financial institutions

- *your account* details which *you* have provided to *us* are correct by checking them against a recent *account statement*; and with *your* financial institution before completing the direct debit request.

- *We* will keep any information (including *your account* details) in *your* direct debit request confidential. *We* will make reasonable efforts to keep any such information that *we* have about *you* secure and to ensure that any of our employees or agents who have access to information about *you* do not make any unauthorised use, modification, reproduction or disclosure of that information.

*We* will only disclose information that *we* have about *you*:

- to the extent specifically required by law

- for the purposes of this *agreement* (including disclosing information in connection with any query or claim).

- *We* will also accept and promptly process any complaint from *you* that a direct debit payment transaction was unauthorised or irregular. In the case of direct debit transaction, again, *we* may suggest that *you* also contact the debit user.

#### 4.15.4 Lost deposits

To the full extent permitted by law *we* are not liable for any loss (including consequential loss arising from *our* negligence) arising from the loss or theft of any cheque, payment order, bill of exchange or bank draft deposited with *us*. In addition to other rights, *we* may recover the amount of any such cheque, payment order, bill of exchange or bank

draft by debiting an *account* to which the amount of the cheque, payment order, bill of exchange or bank draft had been credited. If we do, we will notify you as soon as possible.

#### 4.16 Safeguarding payment instruments

You should safeguard payment instruments such as *cards*, cheques and bank cheques. Subject to clauses 4.10.10, 4.10.11, 4.10.12 and 4.22 you will be liable for all transactions arising from the use of a payment instrument until you have advised us of its loss, theft or misuse. If any of the above payment instruments are lost, stolen or misused, you should contact us immediately.

For circumstances in which you are liable for losses resulting from 'unauthorised *EFT transactions*', see clause 4.22. Your liability for losses resulting from unauthorised *EFT transactions* will be determined under the *ePayments Code* (as reflected in clause 4.22) rather than clause 4.17, except where your *account* is a *business account* in which case your liability for such losses will be determined under clause 4.22.1.

You should ensure that *authorised operators* are familiar with these guidelines as you may be liable for losses those *authorised operators* incur in relation to your *account*.

You should also refer to clause 4.24 in relation to your liability for other unauthorised transactions.

#### 4.17 Guidelines – access method security

This clause sets out guidelines for *users* on ensuring the security of an *access method*. These are guidelines only.

##### 4.17.1 Keeping your cards and codes secure

You may be provided with two types of security *code* numbers which you will need to access your *account* using a *card* or *Home Banking Service*. The *PIN* must be used to access your *account* through ATMs and EFTPOS retailers. An *OBP/PAC* must be used to access your *account* through *Home Banking Services*.

The security of *access methods*, in particular, *cards*, *PINs* and *OBPs/PACs* (or any other *code*) is very important. *Users* must make every effort to see that their *card* and any record of their *PIN*, *OBP*, *PAC* or other *code* are not misused, disclosed, lost or stolen. These guidelines are designed to assist you with security and to reduce the incidence of losses that you or we may incur.

##### 4.17.2 Security guidelines generally

*Users* should:

- Sign a *card* as soon as it is received
- Not voluntarily disclose a *PIN*, *OBP*, *PAC* or other *code* to anyone (including to a family member or friend)
- Take reasonable steps to prevent another *person* observing the *user* entering their *PIN*, *OBP*, *PAC* or other *code*
- Not permit any other *person* to use any *card* that has been issued to the *user*
- If we permit the *user* to select or change a *PIN*, *OBP*, *PAC* or other *code*, not select a numeric *code* that represents the

*user's* birth date or an alphabetical *code* which is a recognisable part of the *user's* name

- When using Online Banking exit the bank application before leaving the computer unattended and take reasonable steps to maintain the security of the *user's* hardware and software
- Not record their *PIN* on their *card*, or keep a record of their *PIN* on any article or articles normally carried with the *card*, or which are liable to loss or theft with the *card*
- Not record their *OBP/PAC* or other *code* used to access a *Home Banking Service* on a telephone or computer, or keep a record of their *OBP/PAC* or any article or articles containing such other *code* which are liable to loss or theft with the record of the *OBP/PAC*.

If a *user* requires a memory aid to recall their *PIN*, *OBP*, *PAC* or other *code*, then if the *user* makes a record of that *code* they should make a reasonable attempt to protect the security of the *code* record.

For example, *users* should make a reasonable attempt to disguise the *code* within the record and take reasonable steps to prevent unauthorised access to the *code* record, for example by hiding or disguising the *code* record among other records or in places where a *code* record would not be expected to be found, by keeping the record of the *code* in a securely locked container or where the *code* is stored electronically and prevent unauthorised access to the relevant electronic record.

*Users* should not record a disguised *PIN* on their *card* or record a disguised *OBP/PAC* or other *code* used to access a *Home Banking Service* on a telephone or computer, disguise their *code* by reversing the number sequence, disguise a *code* using alphabetical characters or numbers (for example

A=1, B=2, C=3, etc) or disguise a *code* using any of the following combinations (or parts of them):

- Dates of birth
- Personal telephone numbers
- Car registration numbers
- Family members' names
- Social security numbers
- Licence numbers.

*Users* should not describe their disguised record as 'internet banking *code*', 'online *code*', 'access line *code*', '*PIN* record', '*OBP/PAC* record', 'personal access *code* record' or anything similar; or store their *code* in any low security electronic device of any kind, such as calculators, personal computers and electronic organisers.

Other means of disguise may also be inappropriate as they may allow someone else to ascertain the *user's* *code*. *Users* should exercise extreme care if they decide to record a memory aid for a *code*.

#### 4.18 Business accounts and the ePayments Code

The *ePayments Code* does not apply to *EFT transactions* in relation to *business accounts*. If your *account* is a *business account*, then these *terms and conditions* are varied where expressly indicated in this section. Where it is indicated in

this section that certain clauses do not apply in relation to *business accounts*, such clauses do not apply, despite them being referred to in other clauses (in which case such other clauses are to be read as if that reference to the clause that does not apply did not appear).

#### 4.19 Changes to *terms and conditions* – *transaction services*

We may change these *terms and conditions* from time to time, including to:

- Impose or increase charges relating solely to the use of an *access method*, or the issue of an additional or replacement *access method*
- Increase *your* liability for losses relating to *EFT transactions* (subject to the liability limits in the *ePayments Code* to the extent that the *ePayments Code* applies)
- Impose, remove or adjust a daily transaction limit or other periodic transaction limit applying to the use of an *access method*, an *account* or *electronic equipment*.

We will give *you* such period of advance notice of any change as required by any applicable law, (including the applicable industry or other code of practice (including the *ePayments Code* and the Code of Banking Practice) or, if applicable to the change, the *terms and conditions of your account*). In the absence of any such requirement we will give *you* notice of any such change in advance of the date it takes effect. Any such notice will be given in writing, by advertisement in the national media or local media.

Notwithstanding the provisions of this clause, advance notice need not be given when changes are necessitated by an immediate need to restore or maintain the security of the system or individual *accounts*.

#### 4.20 Complaints in relation to *transaction services*

##### 4.20.1 Complaints in relation to *EFT transactions*

If a *user* has a complaint relating to an *EFT transaction* or any other matter covered by the *ePayments Code*, including any apparent error in a transaction or instances of unauthorised transactions or a query relating to an entry in, or an apparent error in, a *statement of account*, the following procedures will apply:

- a. The *user* must notify *us* promptly by telephoning *us* on the relevant numbers set out in the Contact details section of this *Guide* and must as soon as possible thereafter supply *us* with written confirmation of the complaint.
- b. If *we* are unable to resolve the matter immediately, the *user* will be given written advice of *our* procedures to investigate and handle the matter and will be required to give details of all relevant information regarding the complaint.
- c. Within 21 days of receiving the complaint, *we* will advise the *user* in writing of either the outcome of the investigation or the need for more time to complete *our* investigation.
- d. In all but exceptional cases, *we* will take less than 45 days to complete *our* investigation.

e. If it is going to take longer than 45 days to resolve the complaint, *we* will:

- inform the *user* of the reasons for the delay
- provide the *user* with *monthly* updates on progress with the complaint
- specify a date when a decision can be reasonably expected, unless *we* are waiting for a response from the *user* and the *user* has been advised that *we* require such a response.

f. When *we* complete *our* investigation, *we* will promptly inform the *user* of:

- the outcome
- *our* reasons for *our* decision, with reference to relevant provisions of the *ePayments Code*
- except where the complaint has been resolved completely in the *user's* favour, the further action the *user* can take in respect of the *ePayments Code* including other avenues of dispute resolution that are available and the relevant contact details. This advice will be in writing unless the complaint is settled immediately to the satisfaction of the *user* and *us*.

g. If *we* decide that an *account* has been incorrectly debited or credited, having regard to the provisions of the *ePayments Code* *we* will where appropriate adjust the *balance* of the *account* (including appropriate adjustments for any interest and/or charges) and tell *you* in writing of the amount by which the *account* has been debited or credited as a result.

h. If *we* decide that *you* are liable under clauses 4.22 or 4.23 of this *Guide* for at least part of the amount of the transaction subject to complaint, *we* will make available to *you* copies of any document or other evidence (including information from the log or audit trail relating to the transaction) relevant to the outcome and will also advise *you* in writing whether there was a system or equipment malfunction at the time of the transaction.

i. Where *we* decide to resolve a complaint concerning an 'unauthorised transaction' under clauses 4.22.2 or 4.22.3 and within 7 *business days* of receipt of the complaint, adjust *your account* pursuant to subclause (h) above to give effect to that decision and provide the *user* with the information required by subclauses (g) and (h) above, *we* are not required to comply with subclauses (b), (c) or (i) above in respect of the complaint concerning the unauthorised transaction.

##### 4.20.2 Mistaken Internet Payments

If *you* have made a *mistaken internet payment*, *you* should report it to *us* as soon as possible. *We* will investigate *your* reported *mistaken internet payment* and inform *you* of the outcome in writing within 30 business days of *your* report.

If *we* are satisfied that a *mistaken internet payment* has occurred, *we* will contact the *receiving bank*. *We* are not required to take any further action if *we* are not satisfied that a *mistaken internet payment* has occurred.

If the *receiving bank* is also satisfied that a *mistaken internet payment* has occurred the next actions will depend on whether the *unintended recipient* has sufficient funds available in their account.

Where the *unintended recipient* has sufficient funds available in their account, the process depends on when you reported the *mistaken internet payment*.

- If you made the report within 10 business days, the *receiving bank* will withdraw the funds from the *unintended recipients* account.
- If you made the report between 10 business days and 7 months, the *receiving bank* will give the *unintended recipient* 10 business days to establish that they are entitled to those funds.

If the *unintended recipient* does not establish that they are entitled to the funds, the *receiving bank* will withdraw the funds from the *unintended recipients* account.

- If you made the report after 7 months, the *receiving bank* may try to get the consent of the *unintended recipient* to return the funds. If the *unintended recipient* consents, the *receiving bank* will withdraw those funds from the *unintended recipients* account.

Where the *unintended recipient* does not have sufficient funds available in their account, the *receiving bank* will use reasonable endeavours to retrieve the funds from the *unintended recipient*.

Where the *receiving bank* withdraws the funds from the *unintended recipients* account, the *receiving bank* will return the funds to us. We will then return the funds to you.

We are not required to credit *your account* for the amount of an incorrect 'pay anyone' payment pending investigation of your report.

We are not required to backdate funds to *your account* received from an *unintended recipient*, nor are we required to adjust interest applied to *your account*.

If the *receiving bank* is not satisfied that a *mistaken internet payment* has occurred the *receiving bank* may try to get the consent of the *unintended recipient* to return the funds.

You will be liable for losses arising from the *mistaken internet payment* if the *receiving bank* does not recover the funds from the *unintended recipient*.

If you are the *unintended recipient* of funds and if we are required to withdraw those funds from *your account* under the *ePayments Code* (as the *receiving bank*), you authorise us to withdraw those funds in accordance with the *ePayments Code*.

#### 4.20.3 Business accounts

If *your account* is a business account, clause 4.20.1 will not apply. Any complaint in relation to a *BPAY payment* will be dealt with in accordance with the requirements of the *BPAY* scheme rules and operating procedures at that time. Other complaints will be dealt with in accordance with any industry or other *code* of practice which is applicable and which is binding on us, or will otherwise be dealt with as we see fit.

### 4.21 Your obligations

You are liable for all of your obligations under these *terms and conditions* both on your own and, for obligations in respect of *your account* and subject to the terms of that *account*, jointly with any one or more other *persons* who may hold the *account* jointly with you. Subject to any express

provisions in this section regarding liability, including liability under the *ePayments Code* or *BPAY*:

- We do not accept any liability or responsibility for disclosure of information relating to *your account* via any *Home Banking Service* where such information is obtained by or in conjunction with any *person* using your *OBP/PAC*
- We are not responsible or liable for any loss or damage suffered by you or any other *person* arising directly or indirectly from or in connection with *Home Banking Services*:
  - should any *Home Banking Service* instruction (other than an instruction for an *EFT transaction*) not be performed, not be performed in its entirety, not be performed promptly, not be performed in the way we have said it will perform, or is erroneous
  - should our *equipment* refuse to accept an instruction at any time as a result of any loss, modification, damage or destruction of hardware or software including where caused by computer virus or program bugs or similar causes
  - for any other reason where the law and any applicable *code* of practice (including the *ePayments Code*) do not provide that you are not so liable.

### 4.22 Liability for unauthorised *EFT transactions*

#### 4.22.1 Application of this clause

This clause 4.22 deals with liability for *EFT transactions* which are not authorised by a *user* and does not apply to any transaction carried out by a *user* or by anyone performing a transaction with a *user's* knowledge and consent.

This clause 4.22 does not apply to any transaction relating to a *business account*. If you hold a *business account*, subject to clause 4.13, you will be liable for all transactions on *your business account*, whether authorised by a *user*, carried out by a *user*, by anyone performing a transaction with a *user's* knowledge and consent or by an unauthorised *person*.

#### 4.22.2 When you are not liable for losses

You are not liable for losses resulting from unauthorised transactions:

- Occurring after notification to us that any *card* forming part of the *access method* has been misused, lost or stolen or that the security of *codes* forming part of the *access method* has been breached
  - Where it is clear that a *user* has not contributed to such losses. If a *user* is unable to report the loss, theft or unauthorised use of a *card* or breach of security by reason of our notification facilities being unavailable you are not liable for any losses occurring during the period in which such facilities were not available providing that notification is made to us within a reasonable time of the facility again becoming available.
- You are also not liable for any losses:
- That are caused by the fraudulent or negligent conduct of our employees or agents or companies involved in networking arrangements or of merchants or of their agents or employees
  - Relating to any component of an *access method* that is forged, faulty, expired or cancelled



- That arise from transactions which require the use of a *card* or *code* forming part of the *user's access method* and that occurred before the *user* has received any such *card* or *code* (including a reissued *card* or *code*),
- That are caused by the same transaction being incorrectly debited more than once to the same *account*.

#### 4.22.3 When you are liable for losses

If clause 4.22.2 does not apply then *you* are liable for losses resulting from unauthorised transactions only as provided below:

a. Where *we* can prove on the *balance* of probability that a *user* contributed to the losses through the *user's* fraud or the *user's* contravention of the *rules for user codes* in clause 4.22.4, *you* are liable for the actual losses which occur before *we* are notified that a *card* forming part of the *access method* has been misused, lost or stolen or that the security of the *codes* forming part of the *access method* has been breached, but *you* are not liable for any loss that exceeds transaction or *account* limits as follows:

- that portion of the losses incurred on any one day which exceed the applicable daily transaction limit(s)
- that portion of the losses incurred in a period which exceeds any other periodic transaction limit(s) applicable to that period
- that portion of the total losses incurred on any *account* which exceeds the *balance* of that *account* (including, where the *ePayments Code* allows, any prearranged credit)
- all losses incurred on any *accounts* which *you* and *we* had not agreed could be accessed using the *access method*.

b. Where an *access method* includes more than one code and *we* prove that a *user* contravened the *rules for user codes* by voluntarily disclosing or by keeping a record of one or more *codes* but not all the *codes* in the *access method*, *you* are liable under this subclause:

- Only if *we* also prove on the balance of probability that the *user's* contravention of the *rules for user codes* was the dominant contributing cause of the losses.
- The *user's* unreasonable delay in giving notice where *we* can prove on the balance of probability that a *user* has contributed to losses resulting from unauthorised transactions by the *user's* unreasonable delay in notifying *us* after becoming aware of the misuse, loss or theft of a *card* forming part of the *access method*, or that the security of all of the *codes* forming part of the *access method* has been breached, *you* are liable for the actual losses which occur between when the *user* became aware (or should reasonably have been aware in the case of a lost or stolen *card*) and when *we* were actually notified, but are not liable for any losses that exceed the transaction or *account* limits described above in paragraphs (i), (ii), (iii) or (iv) of clause 4.22.3(a).

c. Where a *code* was required to perform the unauthorised transactions and neither of clauses 4.22.3(a) or 4.22.3(b) apply, *you* are liable for the least of:

- \$150

- the *balance* of those *account(s)* (including any pre-arranged credit) from which value was transferred in the unauthorised transactions and which *you* and *we* have agreed may be accessed using the *access method*
- the actual loss at the time *we* are notified (where relevant) that the *card* has been misused, lost or stolen or that the security of *codes* has been breached (excluding that portion of the losses incurred on any one day which exceed any applicable daily transaction or other periodic transaction limit(s)).

d. If *you* have contributed to the loss by leaving a card in an ATM which incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.

#### 4.22.4 Rules for user codes

Where an *access method* utilises a *code* or *codes*, a *user* must comply with the following rules:

- The *user* must not voluntarily disclose one or more of the *codes* to anyone, including a family member or friend
- Where the *access method* also utilises a *card*, the *user* must not indicate one or more of the *codes* on the *card*, or keep a record of one or more of the *codes* (without making any reasonable attempt to protect the security of the *code* records) on the one article, or on several articles, carried with the *card* or liable to loss or theft simultaneously with the *card*
- Where the *access method* comprises a *code* or *codes* without a *card*, the *user* must not keep a record of all the *codes* (without making any reasonable attempt to protect the security of the *code* records) on the one article, or on several articles so that they are liable to loss or theft simultaneously
- Where *we* permit the *user* to select or change a *code* and, immediately before the *user's* selection or change of the *code*, *we* specifically instruct the *user* not to select a numeric *code* which represents the *user's* date of birth or an alphabetical *code* which is a recognisable part of the *user's* name and warn the *user* of the consequences of such a selection, then the *user* must not select such a numeric or alphabetical *code*
- The *user* must not act with extreme carelessness in failing to protect the security of the *code*.

Where *we* expressly:

- Authorise particular conduct by a *user* (either generally or subject to conditions), the engaging in that conduct by the *user* (within any applicable conditions) is not a contravention of the *rules for user codes*
- Or impliedly promote, endorse or authorise the use of an *account access service* by a *user* (including the hosting of an *account access service* at *our* electronic address), disclosure, recording or storage of a *code* by a *user* that is required or recommended for the purpose of using that *account access service* is not a contravention of the *rules for user codes*.

For the purposes of the *rules for user codes*, a reasonable attempt to protect the security of a *code* record includes either or both of making any reasonable attempt to disguise the *code(s)* within the record and taking reasonable steps to prevent unauthorised access to the *code* record.

## 4.23 Liability in cases of system or equipment malfunction

We are responsible to *users* for loss caused by the failure of *our system* or *our equipment* to complete an *EFT transaction* accepted by *our system* or *our equipment* in accordance with the *user's* instructions.

A *user* is entitled to make claims for consequential damage in relation to an *EFT transaction* which may arise as a result of a malfunction of *our system* or *our equipment* however caused, except where the *user* should have been aware that the system or equipment was unavailable for use or malfunctioning, in which case *our* responsibilities are limited to the correction of any errors in the *account*, and the refund of any charges or fees imposed on *you* as a result.

This clause does not apply to any transaction relating to a *business account*. If *you* hold a *business account*, subject to clause 4.13, *you* will be liable for all transactions on *your business account*, whether *authorised* by a *user*, carried out by a *user*, by anyone performing a transaction with a *user's* knowledge and consent or by an unauthorised *person*.

## 4.24 Liability – other transactions

*You* are liable for any *card* transaction:

- Which is not *authorised* by a *user* or which is not carried out by a *user* or by anyone performing a transaction with the *user's* knowledge or consent
- Which is not an *EFT transaction* (such as the use of a *card* to make a *purchase* where a *PIN* is not used and a voucher is signed to authorise the transaction), but *you* will not be liable for any such transaction that occurs after *we* receive notice from *you* that the *card* has been lost or stolen.

*You* are liable for transactions which are *authorised* by a *user* or which are carried out by a *user* or by anyone performing a transaction with a *user's* knowledge or consent.

This clause does not apply to any transaction relating to a *business account*. If *your account* is a *business account*, subject to clause 4.13, *you* will be liable for all transactions on *your account* whether *authorised* by a *user*, carried out by a *user*, by anyone performing a transaction with a *user's* knowledge and consent or by an unauthorised *person*.

## 4.25 Indemnity from *you*

Unless *your* liability is limited by another term in this *Guide*, *you* agree to indemnify *us* against any loss, damage, liability, *costs*, charge or expense that *we* may suffer or incur directly or indirectly because of:

- Any claim, demand or action of any kind brought against *us* arising directly or indirectly from *you* not observing any of *your* obligations set out in this *Guide*
- *You* acting negligently or fraudulently in connection with the agreement constituted by these *terms and conditions*
- *Us* acting on instructions given by a *user* or for which *you* are otherwise liable under these *terms and conditions*
- Any loss, misuse, defacement or destruction of a *card* issued to a *user*

- Any loss, defacement or destruction of any cheque issued to a *user*
- *Us* refusing to allow payment of a cheque in good faith in the ordinary course of business
- A stop payment request being given too late to enable the payment to be stopped
- The appointment of or any action taken or notification given by an *authorised operator*
- Any action taken on instruction received by fax or telephone whether or not any instructions were actually given by *you*
- The operation or use of any good or service provided by *us* and made available to a *user*
- A withdrawal request, however made and including by cheque, which is agreed to by *us* and for which there are insufficient cleared funds in *your account*
- *You* stopping payment on a cheque
- Any computer viruses, program bugs and similar causes where such loss, damage, liability, *cost*, charge or expense arises as a direct or indirect consequence of use by a *user* of a *Home Banking Service*.

## 4.26 Implied conditions and warranties

Some legislation (including the Competition and Consumer Act 2010 and the Australian Securities and Investments Commission Act 2001) implies conditions and warranties into particular types of contract, and some legislation does not permit such conditions and warranties to be excluded, restricted or modified. The *terms and conditions* contained in this section are limited such that they do not exclude, restrict or modify any of those rights.

However, so far as the law allows, *we* do not make any representations or give any warranties about the *transaction services* being provided with due care and skill or being reasonably fit for the purpose for which they are supplied.

To the extent permitted by law *our* liability for any breach of a condition or warranty is limited to:

- In the case of goods, the replacement or repair of the goods or the *cost* of replacing or repairing such goods
- In the case of services (including financial services), the supplying of the services again or the payment of the *cost* of having these services supplied again.

Circumstances in which the law would permit *us* to limit *our* liability for these implied conditions and warranties might include where *you* acquire a service for business purposes and *you* cannot establish that it would be unfair or unreasonable for *us* to rely on such limitation of *our* liability.

## 5. Part E – Fees and charges

### 5.1 Fees and charges payable

You agree to pay us:

- All fees and charges described in this *Guide* plus any new fees and charges we impose under the *terms and conditions*, and

- Government charges, including all additional government stamp and other duties and charges payable on receipts or withdrawals under these *terms and conditions*, including, where applicable, on credit business in Queensland (these duties and charges are payable by you at the time, as a matter of law, they are required to be paid), and

- Any expenses we incur in enforcing the *terms and conditions of your account*. You authorise us to debit any of these amounts to your account. We may do so on or after the date we pay them or the date they become due or payable by you or us (whichever is earlier).

We can at any time choose not to collect a fee or charge from you. This does not prejudice our right to collect the fee or charge in the future. The amount or frequency or time of payment of a fee or charge may change or a new fee or charge may be imposed in accordance with these *terms and conditions*.

Information about fees and charges is available on request by contacting us. Our contact details can be found in the contact details section of this *Guide*.

#### 5.1.1 General fees and charges

Type of Transaction Service fee	What type of fee	Fee amount	When is the fee charged
ATM withdrawal, transfer or balance enquiry	Charged for each withdrawal, transfer or balance enquiry you make at a Bendigo Bank ATM or an ATM that forms part of a Bendigo Bank shared ATM network	Free	Charged to your account on the last banking day of each month
EFTPOS purchase and/or withdrawal	Charged for each purchase and/or withdrawal you make via EFTPOS	\$0.70	
Personal cheque withdrawal	Charged for each personal cheque you write and is drawn on your account	\$0.70	
Bank@Post withdrawal or deposit	Charged for each withdrawal or deposit you make via Bank@Post	\$2.55	
Branch withdrawal, transfer or encashment of a personal cheque	Charged for each branch withdrawal, transfer or encashment of a personal cheque	\$2	

### 5.1.2 Cheque fees

Cheque fees	What type of fee	Fee amount	When is the fee charged
Bank cheque withdrawal	Charged for each bank cheque that <i>you</i> request	\$10	Charged immediately to your account
Cheque special clearance	Charged when <i>you</i> request special clearance of funds from a cheque drawn on an Australian bank account and deposited into <i>your account</i> . Note: <i>We</i> cannot guarantee a reduced clearance time for this Service Charged when <i>you</i> request <i>us</i> to provide <i>you</i> with a copy of, or access to, a cleared personal or bank cheque drawn on <i>your account</i>	\$15	
Cheque search fee	Charged when <i>you</i> request <i>us</i> to provide <i>you</i> with a copy of, or access to, a cleared personal or bank cheque drawn on <i>your account</i>	\$60 per hour (min charge \$15)	Charged immediately to your account
Stop payment of personal cheque	Charged to <i>your account</i> when <i>you</i> request that a stop payment be placed on a personal cheque	\$10	
Stop payment of Bank cheque	Charged to <i>your account</i> when <i>you</i> request that a stop payment be placed on a Bank cheque, which prevents anyone from cashing the cheque (only available in limited circumstances)	\$20	
Foreign currency cheque fee	Charged for each cheque that is in a foreign currency and that <i>you</i> deposit into <i>your account</i>	\$10	

### 5.1.3 Other fees

Other fees	What type of fee	Fee amount	When is the fee charged
Swift	Charged to <i>your account</i> when <i>you</i> request a same-day transfer of funds to be made electronically to a non-Adelaide Bank account	\$30	Charged immediately to <i>your account</i>
Telegraphic transfer	Charged when <i>you</i> request <i>us</i> to electronically transfer foreign or Australian currency overseas	\$30	
Inward telegraphic transfer (domestic)	Acceptance of payment of an Australian financial institution for fast transfer to any Adelaide Bank account	\$2	
Inward telegraphic transfer (international)	Acceptance of payments in foreign currency for transfer to any Adelaide Bank account	\$10	
Coin counting fee	Payable if loose or incorrectly bagged coins are deposited to <i>your account</i> at a <i>branch</i>	\$1 per bag (min charge 5 for non-customers)	
Lost or damaged <i>card</i> replacement (within Australia)	Charged when <i>you</i> request <i>us</i> to replace each lost or damaged <i>Cashcard</i> while within Australia	Nil	
Interbank credit transfer	Charged when <i>you</i> request a <i>branch</i> transfer of funds to a non-Adelaide Bank account	\$4	
Bank warrant	Charged when <i>you</i> request a same day transfer of funds to be made to a non-Adelaide Bank account	\$25	
Bank draft	Charged when <i>you</i> request <i>us</i> to issue a bank draft in foreign or Australian currency that can be cashed overseas	\$10	
Special service	Charged when <i>you</i> require <i>us</i> to perform a special service on <i>your</i> behalf. For example, this may be charged for non-standard time consuming activities that <i>you</i> request <i>us</i> to undertake	\$60 per hour (min charge \$30)	

### 5.1.4 Documentation and search fees

Documentation and search fees	What type of fee	Fee amount	When is the fee charged
Interim <i>statement</i> fee	Charged when <i>you</i> request an <i>account statement</i> to be produced before <i>your</i> next regularly scheduled <i>statement</i>	\$5 per <i>statement</i>	Charged immediately to <i>your account</i>
Duplicate <i>statement</i> fee	Charged when <i>you</i> request a copy of a <i>statement</i> that <i>we</i> have previously provided to <i>you</i>	\$5 per <i>statement</i>	
Closing details	Charged if <i>you</i> request a copy of details on a closed <i>account</i>	\$5 per request	
Transaction summary	Charged when <i>you</i> request a summary of transactions performed on <i>your account</i>	\$5	

### 5.1.5 Default and dishonour fees

Default and dishonour fees	What type of fee	Fee amount	When is the fee charged
Direct Debit dishonour	Charged when there are insufficient funds in <i>your account</i> to cover an inward direct debit	\$40	Charged immediately to <i>your account</i>
Outward cheque dishonour	Charged when there are insufficient funds in <i>your account</i> to cover a cheque <i>you</i> have written	\$40	
Inward cheque dishonour	Charged when <i>you</i> deposit a cheque from another party into <i>your account</i> and there are insufficient funds in the <i>account</i> to cover that cheque	\$12	

### 5.2 How to minimise fees

Simple ways to reduce the fees and charges payable on *your account* can include the number of withdrawals *you* make. For example, if *you* currently withdraw small amounts of money a number of times a week, *you* may wish to withdraw a larger amount only once or twice a week. When making *purchases* via EFTPOS the retailer may allow *you* to take cash out at the same time. This will be considered as one transaction only.

Selecting free transactions or transactions that attract a lower fee. For example, if *you* currently visit a *branch* to make regular withdrawals, consider using *your card* at an ATM instead.

Transactions that are free of charge include:

- Bendigo Bank ATM withdrawals, transfers or *balance* enquiries
- Cash deposits (at any Bendigo Bank *branch*)
- Auto deductions (a transfer from one Adelaide Bank account to another Adelaide Bank account)
- *Regular payment plan*
- *BPAY* to Adelaide Bank accounts
- Direct credits
- Express Line (telephone banking) *balance* enquiries
- Online Banking *balance* enquiries.

## 6. Part F – General matters

### 6.1 Adjustments

*We* may subsequently adjust debits and credits to *your account* so as 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).

### 6.2 End of day

A day of the week ends for any purpose under this agreement at 5.00pm Central Standard Time (CST).

### 6.3 Variations and waivers

A provision of these *terms and conditions*, or a right created under it, may not be waived except in writing signed by the party or parties to be bound. *We* may agree to change these *terms and conditions* or defer or waive any of these *terms and conditions* without creating a new agreement.

### 6.4 Time

A reference to a time in this *Guide* is a reference to Central Standard Time (CST).

### 6.5 How *we* may exercise *our* rights

Acting reasonably at all times, *we* may exercise a right or remedy or give or refuse *our* consent in any way *we* consider appropriate including by imposing reasonable conditions. If *we* do not exercise a right or remedy fully or at a given time, *we* can still exercise it later. *Our* rights and remedies under these *terms and conditions* are in addition to other rights and remedies provided by law independently of it or by any other *agreement*.

*Our* rights and remedies under these *terms and conditions* may be exercised by any of *our* employees or any other *person* *we* authorise.

To the full extent permitted by law, *we* are not liable for loss (including consequential loss) caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy.

### 6.6 *Our* certificates

We may give you a certificate about a matter or about an amount payable in connection with these *terms and conditions*. The certificate is sufficient evidence of the matter or amount, unless it is proved to be incorrect.

## 6.7 Assignment

We may assign our rights under these *terms and conditions*. You agree that we may disclose any information or documents we consider desirable to help us exercise this right. Your rights are personal to you and may not be assigned without our written consent.

## 6.8 Hold Authority

You acknowledge and agree that:

- Sandhurst may, acting reasonably and in its discretion, place, maintain and remove a hold on your *account*, for example, in the event of fraud, or on your instruction or the instruction of any *authorised operator* who has full access operator status, including your financial adviser or stockbroker.
- A hold will make the funds unavailable to you. This may prevent transactions from being processed and fees may be incurred (e.g. cheque dishonours, direct debit dishonours). Neither we, Sandhurst, your financial adviser or stockbroker, takes any responsibility for fees incurred by you as a result. This *Guide* sets out details of dishonour fees.

## 6.9 Inconsistent legislation

Where legislation applies to these *terms and conditions* then if that legislation would otherwise make a provision of these *terms and conditions* illegal, void or unenforceable, or a provision of these *terms and conditions* would otherwise contravene a requirement of that legislation or impose an obligation or liability that is prohibited by legislation, these *terms and conditions* are to be read as if that provision were varied to the extent necessary to comply with that legislation or, if necessary, omitted.

To the extent allowed by law and subject to the paragraph above, these *terms and conditions* prevail to the extent they are inconsistent with any law.

## 6.10 Applicable law

These *terms and conditions* are governed by the law in force in South Australia. You and we submit to the non-exclusive jurisdiction of the courts of that place.

# 7. Part G – Glossary and interpretation

## Glossary

In this *Guide* the following expressions have the following meanings:

### **access method**

- Means a method authorised by us for use by a *user* and accepted by us as authority for us to act on an instruction given through *electronic equipment* to debit or credit an *EFT account*, and
- Comprises the use of one or more components including *cards, identifiers, codes* or a combination of these, and
- Does not include a method requiring the *user's* manual signature where the comparison of the appearance of that manual signature with a written specimen signature is the principal intended means of authenticating a *user's* authority to give the instruction (whether or not that means is used in a particular transaction).

**account** means an *account* opened in accordance with the Adelaide Cash Management Product Disclosure Statement issued by Sandhurst and referred to within that document as a 'CMT account'. The *account* records all transactions in connection with this *Guide*.

**account access service** means a service for the purposes of which either or both of the following apply:

- The *user* must provide one or more *codes* to a service provider to enable the service provider or another *person* to access *accounts* on behalf of the *user* (for example, an *account aggregator service*), or
- The *user* must record or store one or more *codes* in a manner required by the service provider to facilitate the *user*, the service provider or another *person* acting on behalf of the *user* to access *EFT accounts* using that *code* or *codes*.

**ADI** has the same meaning as 'Authorised Deposit taking Institution' in the Banking Act 1959 (Cth).

**adviser** includes a financial adviser, stockbroker, accountant, solicitor, other financial services professional or an Australian Financial Services Licence holder, who we have an arrangement with.

**authorised operator** means any *person* who is appointed as an *authorised operator* in accordance with the Adelaide Cash Management Trust Product Disclosure Statement issued by Sandhurst and is able to operate *your account* as described in this *Guide*.

**authorised signatories** means *persons* nominated by your *adviser* firm to access and/or transact on *your account* in accordance with the level of authority granted.

**available balance** means that amount of cleared funds in *your account*.

**available credit** means that amount of any *credit limit* not then advanced by us to you.

**balance** means the amount standing to the credit or debit of *your account*.

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

**banking day** means a day other than a Sunday or national holiday in Australia.

**Bank@Post** means the facility made available at any participating Australia Post outlet to enable *you* to transact on *your account*.

**biller** means an organisation which tells *you* that *you* can make a payment to them through *BPAY*.

**BPAY** means the electronic payments scheme through which we can be asked to make payments on *your* behalf to *billers*.

**BPAY day** means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

**BPAY payment** means a payment made through *BPAY*.

**branch** means any *branch* of Bendigo and Adelaide Bank Limited.

**business account** means an *account* which is designed primarily for use by a business and is established primarily for business purposes.

**business day** is a day other than a Saturday, Sunday or a national holiday in Australia.

**card** means any *Cashcard* issued by *us* to *you* or to an *authorised operator* which bears the *Cashcard* symbol, and linked to an *account*.

**cash advance** means each amount:

- Of cash supplied by use of a *card*
- Transferred from an *account* to another *account* with *us* or another *person* by use of a *card* or by use of an *electronic banking device*
- Provided for refinancing another contract with *us* or another *person*, or
- Charged as a result of use of the *card* for a bill paying service other than a *BPAY payment* (whether through the *Home Banking Service* or otherwise) or to acquire a cash substitute (such as a traveller's cheque).

**closing balance** means, in relation to a *statement period*, the *balance* shown on the relevant *statement of account* as the *closing balance*.

**code** means information the content of which is known to the *user* and is intended to be known only to the *user* or only to the *user* and to *us* which *we* require the *user* to keep secret and which the *user* must provide (in any manner) to or through *electronic equipment* in order to access an *EFT account*.

**costs** means charges and expenses, including charges and expenses in connection with Legal and other *advisers*.

**direct debit account** means *your account* with a *ledger financial institution*.

**direct debit system** means the electronic payment system used by participating institutions to effect *your* transactions.

**EFT account** means an *account* which we permit a *user* to initiate a funds transfer from or to using an *access method* through *electronic equipment*.

**EFT transaction** means a funds transfer initiated by giving an instruction, through *electronic equipment* and using an *access method*, to *us* (directly or indirectly) to debit or credit an *EFT account* maintained by *us*.

**electronic banking device** means an electronic device through which transactions on *your account* may be made using a *card* including an ATM or EFTPOS facility.

**electronic equipment** means an electronic device that allows access to *Home Banking Services* such as an electronic terminal, computer, tablet computer, television or telephone (mobile or landline).

**ePayments Code** means the *ePayments Code* published by the Australian Securities and Investments Commission.

**Guide** means this booklet.

**Home Banking Service** means any service we make available at any time through a communication network (including through Express Line (telephone banking) or Online Banking) so that *you* and *we* may transmit and receive information electronically (including in relation to *accounts*).

**identifier** means information the content of which is known to the *user* but not only to the *user* and which the *user* is not required to keep secret and which the *user* must provide (in any manner) to or through *electronic equipment* in order to access an *EFT account* (examples of an *identifier* include an *account* number, a *card* number and a *card* expiry date).

**insolvent** means being unable to pay debts when they fall due.

**ledger financial institution** means the financial institution with which the *direct debit account* is held (this may be *us* or another financial institution).

**mistaken internet payment** means a payment by a user through a 'pay anyone' internet banking facility and processed by an *ADI* through direct entry where funds are paid into the account of an *unintended recipient* because the user enters or selects a Bank/ State/ Branch (BSB) number and/or account number that does not belong to the named and/or intended recipient as a result of:

- The user's error; or
- The user being advised of the wrong BSB number and/or account number.

This does not include payments made using *BPAY*.

**mobile banking** means access to Online Banking in a format optimised for *electronic equipment* with smaller screens and with limited functionality.

**month or monthly** means calendar *month*.

**OBP or Online Banking Password** means a password which is issued to a user by *us* to enable the use of an Online Banking service through *electronic equipment*.



**officer** means any one of *our* directors, secretaries or managers and any other *person* empowered by the directors or these *terms and conditions* to give directions in relation to the management of *our* business.

**online banking payment** means a payment made using the *online banking payment service*.

**online banking payment service** means *our* internet *payment service* (including the features known as 'AnyPay' and 'BatchPay') but does not include *BPAY*.

**our equipment** means *electronic equipment* controlled or provided by *us* or on *our* behalf to facilitate *EFT* transactions.

**our system** means an electronic system, communications system or software controlled or provided by *us* or on *our* behalf to facilitate *EFT transactions*.

**PAC or Personal Access Code** means a number issued to a *user* by *us* to enable the use of Express Line (telephone banking) through *electronic equipment*.

**payee** means the *person* receiving an *online banking payment*, a cheque payment or a *regular payment*.

**payment date** means that day nominated by *you* as the day on which a *regular payment* is to occur, commencing on the start date and at the nominated frequency thereafter.

**payment option** means the *payment option* nominated by *you* in relation to a *regular payment* facility and as varied by *you* from time to time.

**person** includes an individual, a firm, a body corporate, an association or an authority.

**PIN** means the personal identification number issued to a *user* by *us* for use with a *card* through any *electronic banking device*.

**purchase** means the amount charged by the supplier for the supply of any goods or services purchased by the use of a *card*, except for amounts which are *cash advances*.

**receiving bank** means an *ADI* who subscribes to the *ePayment Code* where their customer is the *unintended recipient*.

**regular payment** means a regular electronic payment as described in this *Guide*.

**rules for user codes** means the rules described in clause 4.22.4 of this *Guide*.

**Sandhurst** means Sandhurst Trustees Limited (ABN 16 004 030 737, AFSL No. 237906) who is the responsible entity of the Adelaide Cash Management Trust (ARSN 088 786 681, APIR AMF0100AU) ('the Trust')

**statement of account** means a *statement of account* issued to *you*, pursuant to the Adelaide Cash Management Trust Product Disclosure Statement.

**statement period** means the period described on a *statement of account* as the period to which the *statement of account* relates.

**terms and conditions** means the *terms and conditions* contained in this *Guide*.

**transaction service** means a method by which *we* allow *you* to access *your account*, and includes a *Home Banking Service*,

a *regular payment*, a third party direct debit and a cheque or *card* facility linked to *your account*.

**unintended recipient** means the recipient of funds as a result of a *mistaken internet payment*.

**user** means *you* and an *authorised operator*, or either of these as the context requires.

**we** means Bendigo and Adelaide Bank Limited ABN 11 068 049 178 and its successors and assigns, including Adelaide Bank as a division of Bendigo and Adelaide Bank Limited, and *our* and *us* has corresponding meaning.

**you** means the *person* who is the *account* holder and *your* has a corresponding meaning. The singular includes the plural and vice versa.

## Interpretation

In this *Guide*, unless the context otherwise requires:

- Headings do not affect interpretation
- Words of one gender include any gender
- A reference to:
  - i. an *access method* includes a reference to each of the individual components that are part of the *access method* (including *cards*, *identifiers* and *codes*).
  - ii. a document includes any variation or replacement of it.
  - iii. law means common law, principles of equity and laws made by Parliament (and laws made by Parliament include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them).
  - iv. any thing includes the whole and each part of it.
  - v. a clause or part is to a clause of or part of this *Guide*.



Bendigo and Adelaide Bank Limited ABN 11 068 049 178 169 (07/18)