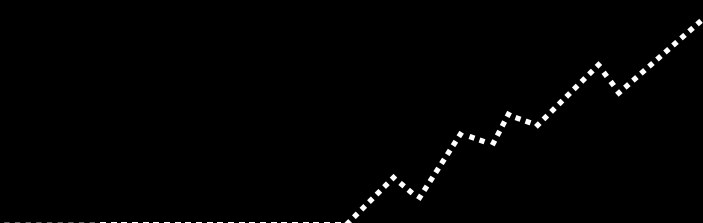


Business+ Credit Card

Conditions of Use

Dated: 24 September 2007



That's what we're here for.



Here for good.

Important information

2

The accountholder and each cardholder need to read this document. It sets out terms on which we agree to issue Business+ Credit Cards. However, this document does not contain all the terms of the facility. Further terms and information are in our letter of offer and our electronic banking terms.

Key words

The meaning of key words used in this document is explained in condition 1 of this document.

These Conditions of Use are effective 24 September 2007.

Emergency phone hotline

Call us immediately to report a lost or stolen card or PIN, or difficulty with the operation of electronic equipment.

Call 13 19 87 if you are within Australia
or + 61 2 4907 6501 if you are overseas.

More information

For more information call us on 13 19 87 8am – 8pm
Monday – Friday and 8am – 4pm Saturday – Sunday.

3

The Business+ Credit Card is a commercial credit card for business use only. The Consumer Credit Code does not apply to any card account.

By requesting the issue of any card, the accountholder:

- ✧ accepts entire liability and responsibility for the cardholder's use of the card;
- ✧ agrees to comply with these Conditions of Use and to ensure that each cardholder is given a copy of these Conditions of Use and complies with them; and
- ✧ represents and warrants that the issue and use of each card is for the accountholder's benefit and only its business purposes.

By nominating a person as account controller, the accountholder:

- ✧ accepts entire liability and responsibility for actions of the account controller in relation to the facility; and
- ✧ represents and warrants that the nomination of the person and the person's access to the facility is for the accountholder's benefit and only its business purposes.

Contents

1. Meanings of words _____	5
2. About our agreement _____	10
3. Account controllers and cardholders _____	11
4. About the cards _____	12
5. The card account _____	14
6. Security of cards, PINs and access methods _____	15
7. Using electronic equipment _____	17
8. Special conditions relating to balance transfers _____	18
9. The facility limit and card credit limits _____	19
10. Cash advances or balance transfers _____	21
11. Obtaining goods and services _____	22
12. How we process foreign transactions _____	25
13. What you owe and statements from us _____	26
14. Making a payment to the card account _____	27
15. Minimum monthly payments _____	28
16. Methods of payment _____	29
17. How we process your payments _____	30
18. Interest on a card account _____	31
19. Credit fees and charges _____	34
20. Mistakes and chargebacks _____	35
21. Unauthorised use, loss and theft _____	37
22. Lost or stolen cards and revealed PINs _____	38
23. Liability for transactions _____	39
24. If a lost card is found _____	40
25. Variation _____	41
26. Default _____	43
27. Cancellation of cards _____	45
28. Termination of the facility _____	46
29. Electronic communications _____	47
30. Security for the facility _____	48
31. Change of address _____	49
32. Your rights _____	50
33. Assignment _____	51
34. Account holder – not a trustee _____	52
35. Privacy act acknowledgement and consent _____	53

1. Meanings of words

“**access method**” means a method we authorise a cardholder to use to instruct us through electronic equipment to debit or credit or make an inquiry on a card account. It comprises the use of one or more components including a card, card number, PIN, phone and Internet banking security number, phone and Internet banking access number or Internet banking password or combinations of these. It does not include a method requiring a manual signature as the main way in which we check that you or the account holder gave us an instruction.

“**account controller**” means the person or persons the account holder nominates from time to time to have full access to all features of the facility.

“**account holder**” means the applicant or account holder named in the application for the facility and the letter of offer. If there is more than one, account holder means each person separately as well as every two or more of them jointly.

“**ATM**” means an automatic teller machine owned by us or someone else.

“**authorised transaction**” means a transaction carried out by you or by a cardholder or by any other person with your or a cardholder’s knowledge or consent.

“**available credit**” means, at any time and in respect of a card, any unused portion of the credit limit on the card account excluding any uncleared cheques or funds subject to a hold deposited to the card account.

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

“**balance transfer**” means a transaction under which we debit the card account with an amount you specify or a lesser amount to which we agree or approve and pay that amount to us or another card issuer or financial institution for the credit of your (other) specified account with us or that card issuer or financial institution pursuant to a request by you.

“**business day**” means a day we are open for business, but does not include a Saturday, Sunday or any public holiday in New South Wales.

“**card**” means each Business+ Credit Card issued by us to a cardholder for operation of a card account forming part of the facility.

“**card account**” means each account established in the name of the accountholder on which a card is made available and against which transactions a cardholder makes using a card are recorded.

“**card credit limit**” means the credit limit applicable to each card account as authorised by the accountholder or account controller from time to time and approved by us from time to time.

“**cardholder**” means each person to whom we issue a card at the request of the accountholder. This may include an accountholder who is an individual.

“**card scheme**” means any body of rules we agree to be bound by or are compulsorily governed by, in relation to the operation of credit cards, affecting financial institutions and/or merchants such as us as participants, and under which we may be able to, in some circumstances, charge back any liability otherwise incurred in relation to a transaction.

“**cash advance**” means an advance of cash by us to a cardholder by use of a card. This includes a transfer of funds from the available credit to any other account.

“**chargeback**” means reverse or cancel or counter or procure a refund for a transaction and consequent upon which we in turn agree to credit a card account with the amount of that transaction.

“**code**” means information (for example a PIN initially known only to a cardholder for intended use only by that cardholder (unless we otherwise agree) for use (in the manner we specify) in electronic equipment in order to access the card account.

“**Conditions of Use**” means the rules set out in this document.

“**contract**” means a legally binding agreement.

“**currently**” means at the time these Conditions of Use were printed.

“**due date**” means the minimum payment due date included on a monthly statement issued on a card account.

“**EFT**” means electronic funds transfer.

“**EFT account**” means an account with us from or to which you can transfer funds through electronic equipment by use of an access method.

“**EFTPOS**” means electronic funds transfer at point of sale.

“**EFT transaction**” means an EFT initiated by an instruction given through electronic equipment using an access method to debit or credit a card account including a transaction undertaken using a card and a PIN via an EFTPOS facility or via an ATM, or a transaction undertaken using Internet banking or phone banking.

“**electronic banking terms**” are the terms and conditions set out in Section E “Cards and Electronic Banking” of our “Key Features Statement and Terms and Conditions for Business Cheque Account, Business Cash Managed Account, Club Account, Trust Accounts and Associated Payment Facilities” terms and conditions.

“**electronic equipment**” includes an electronic terminal, computer, television, ATM, EFTPOS machine and phone.

“**facility**” means the Business+ Credit Card facility we make available to the accountholder.

“**facility limit**” is the total sum of the card credit limits as set out in the letter of offer or such other amount as we authorise from time to time.

“**financial institution**” means, in Australia, a bank or building society or credit union or any other authorised deposit taking institution within the meaning of Australian Commonwealth law, including us, and for overseas institutions it means the equivalent or similar organisations to those just described.

“**foreign ATM**” means an ATM owned by someone other than us.

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

“**government charges**” means charges payable under a law of the Commonwealth or of a State or Territory of Australia.

“**including**” or “**such as**” or “**for example**” when introducing an example does not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

“**insolvent**” means being an insolvent under administration or insolvent or having a controller appointed (each as defined in the Corporations Act, in receivership and management, in liquidation, in provisional liquidation, under administration, wound up, subject to any arrangement, assignment or composition, protected from creditors under any statute, dissolved (other than to carry out a reconstruction while solvent) or otherwise unable to pay debts when they fall due.

“**Internet banking**” means our Internet banking facility you access when you or an account controller enter via our website (currently www.newcastlepermanent.com.au) through an Internet connection.

“**letter of offer**” is the letter we send the accountholder containing terms and conditions applying to the facility and each card account (including each schedule to the letter).

“**phone banking**” means our phone banking facility you or an account controller access when you or they call a designated phone number of ours for this purpose (currently 13 19 12).

“**PIN**” means the personal identification number issued by us or selected by a cardholder for use in connection with a card.

“**purchases**” means purchases of goods or services and includes transactions a cardholder authorises merchants to make on a card account, if certain events occur, such as when the cardholder authorises a hotel merchant to complete a transaction when they book a room but they do not arrive to occupy the room.

“**security provider**” means each person who provides security in connection with the facility.

“**statement period**” means the period specified on a statement of account as the statement period, and is the period to which the statement of account relates.

“**system**” means, unless the context otherwise provides, an electronic, communications or software controlled system provided by or on behalf of us to facilitate EFT transactions.

“**terminal**” means an electronic device (including an ATM, cash dispenser unit, EFTPOS machine or any other EFT device) in which a card may be used to transfer funds or operate a card account, but does not include Internet banking and phone banking.

“**unauthorised transaction**” means any transaction other than an authorised transaction.

“**Visa**” means Visa International Limited ACN 007 507 511.

“**Visa's card scheme**” means the card scheme operating by or through facilities or services provided or facilitated by Visa.

“**we**”, “**us**” and “**our**” means Newcastle Permanent Building Society Limited ABN 96 087 651 992 and its successors and assigns.

“**you**” and “**your**” means the accountholder. If there is more than one, you means each accountholder separately as well as every two or more of them jointly. You includes successors and assigns.

The singular includes the plural and vice versa.

A reference to:

- ✧ a document or agreement (including the letter of offer or our electronic banking terms) includes any variation or replacement of it;
- ✧ law means common law, principals 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);
- ✧ any thing includes the whole and each part of it;
- ✧ a person includes an individual, a firm, a body corporate, an unincorporated association or an authority;
- ✧ the Corporations Act is a reference to the *Corporations Act 2001* (Cth).

2. About our agreement

10

The facility is offered to you on the terms set out in:

- ✧ the letter of offer;
- ✧ these Conditions of Use;
- ✧ our electronic banking terms.

These terms govern the facility, the use of all cards issued to cardholders and all transactions on card accounts.

If there is any inconsistency between those documents then, to the extent of such inconsistency they take priority amongst each other in the order in which they appear above. For example, condition 23.1 (relating to your liability) overrides the liability provisions in our electronic banking terms.

The accountholder agrees to these Conditions of Use and (if the accountholder has not previously agreed to them) our electronic banking terms, at the time the accountholder accepts the letter of offer.

The accountholder must ensure that each cardholder and each account controller is given a copy of these Conditions of Use and our electronic banking terms. The first time a cardholder signs a card or authorises a transaction on the card account they automatically agree to these Conditions of Use and our electronic banking terms. The first time an account controller accesses any feature of the facility they automatically agree to these Conditions of Use and our electronic banking terms.

These Conditions of Use and our electronic banking terms then apply to all transactions on each card account.

If a cardholder does not agree with these Conditions of Use or our electronic banking terms, they should not sign the card or carry out any transaction. Instead, they must return the card to us (cut in half for the cardholder's and the accountholder's protection). If an account controller does not agree with these Conditions of Use or our electronic banking terms, they should not access the facility.

3. Account controllers and cardholders

11

The accountholder may nominate one or more persons to be an account controller. The nomination must be in such form as we require (including personal identification of the account controller satisfactory to us). We may refuse to accept a nominated person as an account controller without giving any reason. An account controller has unlimited access to all features of the facility.

For example, they may:

- ✧ view the details of all card accounts (including statements);
- ✧ request balance transfers;
- ✧ obtain cash advances;
- ✧ make purchases;
- ✧ change any card credit limit;
- ✧ have full access where available to Internet banking and phone banking.

The accountholder or an account controller may ask us to issue cards to persons they nominate (including themselves).

Each cardholder who is not an account controller has limited access to the facility. They may:

- ✧ view the statements of their own card account (through Internet banking or phone banking);
- ✧ make purchases;
- ✧ obtain cash advances.

4. About the cards

4.1 Issuing cards

A request for issue of a card must only be by an accountholder or an account controller and must be in such form as we require (including personal identification of the cardholder satisfactory to us). We may refuse to issue a card to a nominated person without giving any reason.

Cards issued by us are usually posted to you in the mail. However, for security or other reasons we may notify you of alternative arrangements for issuing a card.

4.2 Activating cards

The accountholder or an account controller must activate a card before a cardholder can use it. To do this they must phone us (currently on 13 19 87) within 21 days of receipt of the card to request that it be activated. Immediately on receipt of the card by the cardholder, the cardholder must sign it. We may refuse to activate a card without giving any reason.

4.3 Use by only the person named on card

The card is for the sole use of the person named on it and is only valid from the "valid from" date (when shown or, if not shown, the issue date) to the "until end" date shown on it.

4.4 Replacement cards

We may issue replacement cards at any time. All cards are subject to these Conditions of Use.

4.5 The cards are our property

Each card remains our property. A cardholder must return a card to us if we ask for it. The cardholder must destroy or return to us any card that is no longer valid, as soon as they become aware that it is no longer valid. If a cardholder has destroyed the card then they must notify us of that fact immediately before or immediately after they destroy the card.

4.6 Accountholder's responsibility

The accountholder is responsible for:

- ✧ any non-observance of these Conditions of Use by any cardholder or any account controller;
- ✧ a cardholder's use of a card; and
- ✧ any thing an account controller does.

4.7 More than one person as accountholder

If the accountholder constitutes more than one person, each person is liable jointly and individually for the balance owing on the card account. We can ask any one or more of them to repay the balance owing on the card account. Any of them can write to us to terminate that person's liability for future advances on the card account. If a person asks us to terminate their liability we will cancel any cards and stop operation of the card account.

In any case, each person remains liable for all transactions a cardholder makes. This applies even if the transaction occurs after the card account is cancelled or the transaction is debited to the card account after the cancellation date (for example, because the transaction occurs when our system is not operational or it is under a floor limit).

5. The card account

14

A card can be used to obtain credit from us:

- ✧ to pay for all or part of the price of goods and services;
- ✧ to obtain cash via a cash advance;
- ✧ for balance transfers; and
- ✧ at our discretion for any other transactions permitted by us.

In the case of paying for goods or services or obtaining cash, the card can ordinarily be used where the relevant supplier, financial institution or electronic banking terminal accepts Visa credit cards, or as otherwise nominated by us.

You must pay (and we debit the card account with) all interest charges, government charges, taxes, our fees and charges payable in connection with the facility and our expenses for enforcing the terms of the facility.

6. Security of cards, PINs and access methods

15

The security of each card, PIN and access method is very important. Each cardholder must make every effort to ensure that their card and any record of their PIN and any record of an access method is not misused, lost or stolen. If a cardholder fails to ensure the security of their card and PIN, the accountholder's liability is determined under condition 25.

6.1 A cardholder's obligations

Each cardholder must:

- ✧ sign their card as soon as they receive it;
- ✧ keep their card in a safe place at all times;
- ✧ not record their PIN on the card or on any article normally carried with the card and which is liable to loss or theft with their card;
- ✧ not permit any other person to use their card;
- ✧ not disclose any PIN or access method or make them available to any other person (including a family member);
- ✧ use care to prevent anyone else seeing a PIN being entered into a terminal;
- ✧ use care to prevent anyone else seeing or hearing an access method being entered into a phone or computer; and
- ✧ not be careless in failing to protect the security of any card or PIN.

7. Using electronic equipment

6.2 A cardholder's personal PIN

We give each cardholder the additional convenience and security of being able to personally select their own PIN. We strongly advise each cardholder to select a PIN that they can remember without needing to make a written record of it or anything which reminds them of it.

If a cardholder requires a memory aid to recall their PIN a cardholder may make such a record provided the record is sufficiently disguised.

However, each cardholder agrees not to:

- ✧ record their disguised PIN on their card;
- ✧ disguise their PIN by reversing the number sequence;
- ✧ describe their disguised record as a "PIN record" or similar;
- ✧ disguise their PIN using alphabetical characters or numbers: A = 1, B = 2, C = 3 etc;
- ✧ select or disguise their PIN using any of the following combinations (or parts of them): dates of birth, personal phone numbers, car registration numbers, family members names, social security numbers or licence numbers; and
- ✧ store their PIN in any low security electronic device of any kind, such as, calculators, personal computers, electronic organisers, or mobile phones.

There may be other forms of disguise which are unsuitable because of the ease with which another person can discern a PIN. Each cardholder must exercise extreme care if they decide to use a memory aid for their PIN.

You authorise us to act on the instructions any cardholder enters into electronic equipment using an access method for that transaction.

Transactions made through electronic equipment:

- ✧ are governed by these Conditions of Use and our electronic banking terms;
- ✧ may also be governed by the terms and conditions of the accounts being used and/or the contract for the products and services being acquired; and
- ✧ may be limited to specific amounts set by us or by the owner of the electronic equipment (for example, see condition 10).

A daily or other periodic electronic banking maximum and/ or minimum cash withdrawal amount may apply and we and/ or other financial institutions who own or operate electronic equipment or who are involved in some way with a transaction may vary the amount of those limits from time to time.

This maximum or minimum amount does not currently apply to phone banking, Internet banking and purchases through electronic equipment and over-the-counter withdrawals at our branches and to our current knowledge any other financial institution which displays the Visa logo. However, we or other financial institutions may place limits upon those transactions at any time in the future.

We may process transactions made through electronic equipment after normal business hours on the business day of the transactions, or if the transactions are not made on a business day, then after normal business hours on the next business day.

We may cancel the use of a card in electronic equipment or withhold a card at any time, without notice, if we believe the card is being used in a way that may cause loss to you or us or for any other reason.

8. Special conditions for balance transfers

The accountholder or an account controller may request a balance transfer. If either of them do so, the following conditions apply:

- ✦ the request for a balance transfer is subject to our approval;
- ✦ balance transfers will only be made to other Australian financial institution-issued credit cards, unless we otherwise agree;
- ✦ we are not liable for delays in receipt or non-receipt of any relevant application form for, or transmission of, the balance transfer upon approval;
- ✦ we are not liable for any expenditure incurred on an account you hold or operate with or through any other card issuer or other financial institution;
- ✦ the maximum amount we will transfer is the amount of the balance transfer applied for or a lesser amount as agreed (by you and us) or approved by us;
- ✦ we will charge interest on the amount transferred from the date of the transfer;
- ✦ all necessary payments must continue to be made to the accounts with your other card issuer or other financial institution until confirmation has been received by you from them that the balance transfer was credited to that account on a future statement;
- ✦ we are not liable for any overdue payments or accrued interest or fees or charges on the other account;
- ✦ if the account with another card issuer or other financial institution is closed, any outstanding authorities or periodical debits, such as health insurance or book club subscriptions must be cancelled; and
- ✦ government charges and our fees and charges may be payable.

9. The facility limit and credit card limits

9.1 The facility limit

The facility limit is shown in the letter of offer (unless later varied by us). This is the maximum amount of credit that may be obtained under the facility, including any accrued fees or interest charges. The accountholder must ensure that:

- ✦ the total of the card credit limits on all cards issued under the facility does not exceed the facility limit; and
- ✦ the total of the balance owing on the card account in respect of all cards issued under the facility does not exceed the facility limit.

The accountholder must pay us any excess amount immediately. We need not ask the accountholder for this amount first.

9.2 Card credit limits

Subject to any transaction limits on a card account, a cardholder may drawdown credit up to the card credit limit on their card account. The balance owing on the card account must not exceed the card credit limit without our approval. The card credit limit is not increased even if we debit an amount to a card account that results in the balance owing on the card account exceeding the card credit limit.

A card account may have a credit balance. If it does, the cardholder may access the credit balance in addition to the card credit limit. Withdrawals will first reduce any credit balance.

9.3 Request to vary limits

The accountholder may apply to us in writing (in the form we require from time to time) to vary:

- ✦ the facility limit; or
- ✦ any card credit limit.

An account controller may apply to us in writing (in the form we require from time to time) to vary any card credit limit.

9.4 Review

Without limiting condition 27, we may review the facility (including the facility limit and the card credit limits) at any time. If we ask, you must provide us with any information (including financial statements) we require relating to you and your business or any security provider. You must ensure that each security provider cooperates with us in conducting our review.

Following a review, we may (without giving any reason), do any one or more of the following:

- ✦ reduce or cancel the facility limit or any or all of the card credit limits;
- ✦ require you to provide security (or additional security) for your obligations under the facility;
- ✦ otherwise amend the terms of the facility (including requiring you to agree to additional financial or other undertakings).

Unless you are in default, we will give you notice as soon as practicable after we decide to do any of these things. If we reduce or cancel the facility limit or a card credit limit under this condition (and you are not in default), despite condition 9.1, you need not immediately repay the amount (if any) by which the balance owing on the card account exceeds the reduced facility limit, but you must continue to make the minimum monthly payment (which is 3% of the closing balance, rounded up to the nearest dollar) until the balance owing on the card account is less than the reduced facility limit.

10. Cash advances or balance transfers

The minimum amount for any cash advance a cardholder may request through electronic equipment is:

- ✦ in Australia – currently \$20; and
- ✦ overseas – whatever the local financial institution allows but currently not less than the equivalent of \$20.

The maximum daily amount for any cash advance a cardholder may request through electronic equipment is:

- ✦ in Australia – currently \$1000; and
- ✦ overseas – whatever the local financial institution allows but currently not more than the equivalent of \$1000.

The minimum amount the accountholder or an account controller may request for a balance transfer is currently \$500.

The maximum amount the accountholder or an account controller may request for a balance transfer is whatever we agree to subject to the facility limit.

We may change the minimum or maximum amounts of cash advances or of balance transfers at our discretion. Foreign ATMs or other financial institutions which own or operate electronic equipment may also place or change limits on the use of their electronic equipment.

11. Obtaining goods and services

22

11.1 How and where it can be used

A cardholder can, to our current knowledge, normally use their card to obtain goods and services at merchants (such as shops, restaurants and theatres) in Australia and overseas where a Visa logo is displayed.

Visa credit cards can, to our current knowledge, normally be used throughout the world where Visa cards are accepted. The fact that the Visa logo is displayed at a merchant's premises does not mean that we guarantee all goods and services available there may be obtained by using a card.

We are not responsible if a merchant refuses to accept a card, or does not allow cash advances or places other limitations on the use of a card.

We have no control over the hours a merchant may be open for business. The hours during which a terminal is available may also vary in accordance with the merchant's opening hours.

A cardholder can, to our current knowledge, normally use a card to obtain goods and services through mail order, by phone or by using the Internet, where the merchant accepts payment through those methods.

We are not responsible for goods or services obtained by a cardholder using a card, unless the law makes us liable. Therefore, if a cardholder or you have any complaints about goods or services obtained by the use of a card, the complaint must be taken up with the relevant merchant.

11.2 Holds on a card account

Sometimes a merchant will require the details of a card before a cardholder makes a purchase. For example, a hotel merchant might require a cardholder to hand over their card at the beginning of a stay in that hotel as security for the cost of their accommodation. When this happens, the merchant may take an electronic swipe of their card and then return the card to the cardholder. The electronic swipe is normally to confirm to the merchant that you have sufficient available credit to cover the cost of their liability to the merchant.

We call this putting a "hold" on those funds. A cardholder may not be able to access those funds until the "hold" is removed.

When a transaction for this amount is processed, the "hold" is normally removed. If, for example, at the end of a cardholder's stay at the hotel they choose to pay with cash instead of through the use of the card, or the amount of their bill is greater or less than the amount over which the hotel had placed a "hold", the "hold" will not normally be removed and consequently the cardholder may not be able to access the funds otherwise available in your card account pertaining to the "hold". The cardholder may be prevented from accessing those funds for a period of up to 14 days.

We cannot cancel a "hold" that has been placed on funds otherwise available in the card account. However, to our current knowledge, you may normally cancel the "hold" by:

- ∴ performing a transaction with that merchant for an equal amount; or
- ∴ asking the merchant at the time the cardholder performs the transaction to remove the "hold".

11.3 Ensure that the correct amounts are debited to the card account

A cardholder must check that the correct amount is entered in a terminal or written in the "total" box on a voucher before they authorise the transaction or sign the voucher. The cardholder must take up any dispute over what they believe to be incorrect charging directly with the relevant merchant or financial institution.

23

We are entitled to treat the amounts shown on each sales voucher and withdrawal slip as sufficient evidence of the price of the goods or services to which they relate.

A merchant must issue a valid credit voucher to make a refund to the cardholder. We can only credit the card account with the refund when we receive the voucher from the merchant's financial institution.

11.4 Using a card to receive cash

You or a cardholder can use the card in combination with its PIN to obtain a cash advance from any of our ATMs and our branches, and to our current knowledge most foreign ATMs and other financial institutions in Australia and from any ATM or branch of financial institutions throughout the world displaying the Visa logo, subject to any rules of the financial institution concerned and the electronic equipment concerned functioning properly.

We do not warrant that ATMs will always have money available.

A cash advance fee may apply. The current amount of this fee is set out in the letter of offer and this fee may change from time to time.

When obtaining cash at a branch of a financial institution, the financial institution may require production of suitable identification (such as a photographic driver's licence or passport).

When you or a cardholder use a card and PIN at a terminal, you authorise us by this to act on the instructions entered into that terminal.

Money is at your or the cardholder's risk (as applicable) from when it becomes visible or available at an ATM.

12. How we process foreign transactions

To our current knowledge, a card can normally be used to obtain cash or make purchases in local currency at most overseas terminals displaying the Visa logo.

Transactions are converted from the currency of the place where the transaction occurred to the Australian dollar equivalent, or to United States dollars then to the Australian dollar equivalent, as at the date they are processed by Visa at rates determined by Visa. This amount plus any charges are then debited to the card account.

The current amount of the conversion fee is set out in the letter of offer. This fee may change from time to time.

All transactions are listed on the statement in the currency of the transaction and the Australian dollar equivalent.

13. What you owe and statements from us

26

We normally post you a statement once every month, if, at the statement date in any month:

- ✧ there are any amounts owing by you or to you on the card account; or
- ✧ there have been any amounts charged or credited to the card account since the previous statement date.

We do not send you a statement of a card account if:

- ✧ the amount outstanding on the card account is less than \$2 and no entries have been made since the previous statement date; or
- ✧ we have written off the amount you owe us on the card account and no other entries have been made since the previous statement date; or
- ✧ you have failed to comply with the terms of the facility over three consecutive statement periods, including the last statement period, and we have not given credit on the card account during the last statement period.

You may ask us in writing to give you a written statement of the balance owing on the card account at any time and of the particulars of the items making up that amount. If so, then we will endeavour to provide that statement to you at the earliest practicable time, subject to any compulsory law providing for any shorter time frame.

14. Making a payment to the card account

27

The accountholder is responsible for paying all amounts relating to a card account shown on the statement but need not pay the entire balance owing on the card account shown on a statement, unless the minimum payment required is the balance owing on the card account.

Each card account statement sets out:

- ✧ a closing balance which tells you how much you owe; and
- ✧ the minimum payment (if any) you must make; and
- ✧ the date on which the minimum payment is due for payment.

The due date for payment is the date shown on the statement. However, if the due date would fall on a day that is not a business day, then it will be the next business day.

You must pay at least the minimum payment (if any) by the due date. If you want to, you can pay more than that minimum payment at any time.

15. Minimum monthly payments

28

Amounts shown on the statement as being payable immediately will be the greater of:

- ⌘ overlimit amounts (being amounts over the card credit limit); and
- ⌘ overdue amounts (being amounts previously owed to us).

In addition, there will normally be minimum monthly amounts payable by the due dates shown in the statement and for which:

- ⌘ you must make the minimum monthly payment by the due date shown on the statement. Additional payments can (but need not) be made towards the closing balance shown on the statement; and
- ⌘ the minimum monthly payment will be the greater of 3% of the closing balance (rounded up to the nearest dollar) or \$10.

Unless indicated otherwise, if the closing balance is less than \$10 it must be paid in full.

16. Methods of payment

29

You must pay the card account in Australian currency in Australia.

The card account cannot be paid through a financial institution overseas. If overseas, you must arrange for someone in Australia to make payments to the card account.

Payments can be made at any of our branches or sent direct to the address shown on a statement of the card account.

Payments can also be made by using electronic equipment to transfer funds to your card account.

Payments you make through electronic equipment after 4pm on any day may be processed by us later that day or at anytime on the next business day.

Payments made from accounts with other financial institutions to your card account are also subject to any relevant processing cut off time of the other financial institution concerned.

17. How we process your payments

30

17.1 Timing

Your payments are made only when we credit them to the card account. We credit a payment to the card account as soon as practicable. Proceeds of certain payments (for example, cheques), whilst credited to the card account, are subject to our clearance requirements and the clearance requirements of other relevant financial institutions.

This clearance process may take several days. If you pay by cheque and the cheque is dishonoured, we treat the payment as if it was never made.

17.2 Allocation

Payments are allocated to a card account at our discretion. However, usually we allocate payments in the following order:

First: unpaid government charges, taxes, our fees and charges, and interest;

Secondly: our fees and charges incurred but yet to appear on any statement of account;

Thirdly: balance transfers shown on any statement of account;

Fourthly: cash advances shown on any statement of account;

Fifthly: purchases shown on any statement of account;

Sixthly: balance transfers that have occurred but are yet to appear on any statement of account;

Seventhly: cash advances that have occurred but are yet to appear on any statement of account;

Finally: purchases that have occurred but are yet to appear on any statement of account.

18. Interest on a card account

31

18.1 Interest-free days for purchases

The maximum interest-free period on a card account is set out in the letter of offer. The actual interest-free period you get on a purchase may be less, due to the date on which the purchase is made and the date on which a statement period ends.

Each statement of a card account tells you the closing balance on the account at the end of the statement period. If you want to make full use of the interest-free period available on purchases, you must pay at least the closing balance for a statement period before the due date listed in each statement.

Otherwise, we charge interest in the next statement period on the outstanding amount of all purchases made in that statement period and purchases made in the statement period immediately before.

18.2 Calculating and debiting interest charges on transactions other than balance transfers and cash advances

In this condition, purchases and any other amounts we can debit to a card account, including interest amounts, fees and charges debited to the card account, but excluding cash advances and balance transfers, are called "repayable amounts".

Subject to condition 18.1, we charge interest on all repayable amounts debited to a card account. We calculate interest on each transaction from the date it is debited to the card account until the date we receive payment for it in full.

We calculate the interest we charge by using the applicable daily percentage rates applying to the card account.

The daily percentage rates we use for a card account are calculated by dividing the annual percentage rates applying to the card account by 365. The annual percentage rates applying at the date we offer the facility are stated in the letter of offer.

For any statement period there may be some repayable amounts on which we charge interest and some on which we do not charge interest. For example, if purchases have been made during a statement period and are eligible to receive interest-free days for those purchases and you have incurred a fee during that statement period, we do not charge interest on those purchases but we do charge interest on the fee incurred during that statement period.

Where there are repayable amounts on which we do charge interest, we calculate interest on those repayable amounts for a statement period in three steps:

1. we average the outstanding daily amount of the repayable amounts on which we do charge interest over the statement period;
2. then we multiply this average by the daily percentage rates applying to the card account; and
3. finally, we multiply this amount by the number of days in the statement period.

The result we get from the last step is the amount of interest on repayable amounts we charge to the card account in the statement period.

18.3 Interest charges on balance transfers and cash advances

Interest is charged at the applicable annual percentage rate on a balance transfer or cash advance from the date it is debited to a card account until the amount of the balance transfer or cash advance is paid in full.

18.4 Calculating and debiting interest charges on balance transfers and cash advances

We calculate the interest on balance transfers and cash advances for a statement period in three steps:

1. we average the outstanding daily amount of the balance transfers and the outstanding daily amount of cash advances over the statement period;
2. then we multiply the averages calculated in the preceding step by the daily percentage rates applying to balance transfers and cash advances on the card account, respectively; and
3. finally, we multiply the amounts calculated in the preceding step by the number of days in the statement period.

The results we get from the last step are the amounts of interest on balance transfers and cash advances that we charge to the card account in the statement period.

18.5 When interest is debited to a card account

We usually debit a card account on the last day of each statement period with the interest we calculated during that statement period up to and including that last day (but the interest is not included in that day's balance owing on the card account for the calculation of interest).

19. Credit fees and charges

34

We debit all fees and charges to the card account as described in the letter of offer.

As at the date of the letter of offer, the types of fees and charges pertaining to the facility, and the rates, amounts or calculations and frequency of payment of same, and the circumstances in which they may apply, as far as can be ascertained at that time, are as set out in the letter of offer.

All government charges are debited to a card account at the end of the statement period to which they relate.

20. Mistakes and chargebacks

35

You and each cardholder should keep all vouchers and transaction records they are given from merchants, financial institutions and electronic equipment and check the details and entries on each statement of a card account for accuracy as soon as they receive it.

The date appearing on the transaction record may not be the transaction date shown on your statement because transactions completed on non business days or after 4pm on business days may be processed on the next business day.

You should tell us promptly if you think there is an error, discrepancy or unauthorised transaction in your statement. If you delay telling us it may limit our ability to resolve any subsequent complaint. If you do not tell us within 30 days of the statement date then we may lose our chargeback rights. If you tell us after this time and we cannot chargeback the transaction, you may still be liable for that transaction.

20.1 How to dispute a transaction

If you dispute a transaction on a card account or any transaction involving use of a card and PIN, you should phone us (currently 13 19 87) or visit one of our branches to complete a request to have your complaint investigated.

If your complaint relates to a transaction involving use of a card and PIN and it cannot be resolved immediately we will write to you and tell you of our procedures for investigating and resolving the complaint.

Within 21 days of our receiving the details of the complaint, we will either complete our investigations or write to inform you that we need more time to complete our investigations.

21. Unauthorised use, loss and theft

Unless there are exceptional circumstances, in which case we will write to you to let you know, we will endeavour to complete our investigation of a transaction involving use of your card and PIN within 45 days of receiving the notice of complaint.

Your complaint may take longer to resolve if:

- ✦ an error occurred when the cardholder used the card in electronic equipment overseas; or
- ✦ your complaint is about a transaction which did not involve the use of a card and PIN.

When we complete our investigation we will write to you or otherwise contact you telling you of the outcome of your complaint and the reasons for our decision.

If a decision on your complaint is not made within 90 days of receiving the notice of complaint then you will be advised within a further five days that the complaint may be referred to the Financial Co-operative Dispute Resolution Scheme Ombudsman.

If we conclude as a result of our investigations that your account has been incorrectly debited or credited, we will adjust the card account (including any interest and fees and charges) and advise you of the amount by which the card account has been debited or credited.

If we conclude that the card account has not been incorrectly debited or credited, or in the case of unauthorised transactions, that you are liable for some or all of the loss, we will give you copies of any documents and other evidence on which we base our findings subject to any relevant privacy law restricting us from doing so.

If, after this review, you are still dissatisfied with our findings, we will tell you about outside authorities or persons to whom you can take your dispute.

You or the cardholder must tell us as soon as you become aware that a card is misused, lost or stolen or you or they suspect that a PIN has become known to someone else.

22. Lost or stolen cards and revealed PINs

38

In Australia, cardholders must notify us by:

- ✦ phoning us (currently on 13 19 87) during business hours;
- ✦ calling into our nearest branch during business hours; or
- ✦ phoning us (currently on 13 19 87) after business hours.

If the cardholder is overseas, they must phone Visa's emergency hotline.

- ✦ if they are in USA – this number is currently 866 765 9644;
- ✦ if they are in New Zealand – this number is currently 0508 600300;
- ✦ if they are in UK – this number is currently 08001695189;
- ✦ if they are in Singapore – this number is currently 800 4481 250;
- ✦ if they are in any other country they must contact the local phone operator and request a reverse charge/collect call to Australia and quote 1800 450 346.

Or call into any financial institution displaying the Visa logo and notify them of the loss, theft, or known or suspected unauthorised use of the card.

23. Liability for transactions

39

23.1 Your liability

You are liable for all transactions whether they are authorised or unauthorised. However, we may be able to chargeback the transactions in the circumstances set out in condition 23.2.

23.2 Chargebacks

Visa's card scheme allows us to dispute an authorised transaction for you in certain circumstances (if we do so within strict time limits). If Visa's card scheme rules allow us to do so, we will (if you ask) chargeback a transaction for you.

Usually we can only do this if you tried to get a refund from the merchant first and were unsuccessful. You have 30 days from the statement issue date (to which the transaction relates) to notify us of any request for a chargeback. If you tell us after this time, and we cannot chargeback the transaction, you will continue to be liable for that authorised transaction.

If your claim for an unauthorised transaction arises because of a lost or stolen card, we may be able to chargeback the transaction for you, provided that you tell us within 30 days of the statement issue date (to which the transaction relates) so that we do not lose our chargeback rights.

If you tell us after this time, and we cannot chargeback the transaction, you may be liable for that unauthorised transaction.

23.3 Unforeseen circumstances

We are not liable to you for loss if we cannot carry out our obligations because of industrial dispute, equipment failure or malfunction, or any other unforeseen circumstances or circumstances beyond our control.

24. If a lost card is found

40

If a lost card is found

A cardholder must not use the card again if they recover it after it has been reported as lost or stolen. Instead the cardholder must tell us as soon as they can after recovering it. If the cardholder is overseas at the time and cannot contact us for any reason, then the cardholder should tell a financial institution displaying the Visa logo.

25. Variation

41

We may:

- ✧ change the annual percentage rate(s) applying to a card account or any balance owing on the card account; or
- ✧ change the amount and frequency of payment of fees and charges in relation to a card account; or
- ✧ change the frequency or time for payment or change our method of calculating minimum payments; or
- ✧ impose a new fee or charge in relation to a card account; or
- ✧ impose or adjust a daily or other periodic transaction limit in relation to a card account; or
- ✧ vary any of the terms of the facility at any time.

We will give you:

- ✧ notice of an increase in the annual percentage rate no later than the day before the day on which the increase takes effect. We may publish the notice in a leading daily newspaper circulating throughout your region. If we do this then we will confirm the increased rate in writing before or when we send the next statement of a card account;
- ✧ at least 30 days' written notice of any change in the manner in which interest is calculated or the annual percentage rate is applied under these Conditions of Use;
- ✧ at least 30 days' written notice of any change in the frequency or time for payment or change in our method of calculating minimum payments;
- ✧ at least 30 days' written notice of any change in the frequency or time for payment of a fee or charge;

26. Default

- ✦ at least 30 days' written notice of any increase in the amount of a fee or charge or the introduction of a new fee or charge or any change in a daily or periodic transaction limit; and
- ✦ at least 30 days' written notice of any other changes to the terms of the facility.

Despite this, and to the extent permitted by law, our obligation to give you advance notice of changes to the terms of the facility does not apply if variations are required in an emergency to restore or maintain the security of our electronic banking systems or a card account, or if the changes are only beneficial to you.

We will notify you of the introduction of or any change to government charges by written notice to you or by advertisement in a leading daily newspaper circulating throughout your region but in either case only if the government does not publicise the introduction or change.

You are in default under the facility if:

- ✦ you do not pay on time any amount payable under the facility; or
- ✦ you or any cardholder breaches any other of the terms of the facility; or
- ✦ you, any cardholder or any security provider gives us incorrect or misleading information in connection with the facility before or after you accept the letter of offer; or
- ✦ you or a security provider becomes insolvent; or
- ✦ you or any security provider breaches any term of any other contract you or a security provider has entered into with us or an event of default (however described) occurs under any such contract.

In some circumstances we may give you a notice requiring you to rectify the default (if it can be rectified) within a certain time of our notifying you of the default. In other circumstances we may not have to give you a notice (for example, if a Court excuses us from giving a notice or the law does not compel us to do so in any event).

If you are in default and:

- ✦ you do not fix the default in the time allowed by the notice we give you; or
- ✦ the default cannot be fixed and the time stated in the notice we give you elapses; or
- ✦ we do not have to give you a notice.

Then we may:

- ✦ decide, without further notice, that all money owing by you under the facility (including the total of the balance owing on the card accounts and all amounts which have accrued or been charged but not yet debited to a card account) is due and payable immediately; and/or

27. Cancellation of cards

- ✧ sue you for payment of the money you owe us; and/or
- ✧ terminate the facility.

On termination you must immediately return to us all cards issued to each cardholder.

We can do any or all of the above things in any order. You must pay us any expenses we reasonably incur in enforcing our rights against you due to default under the facility (including our internal costs and any legal costs paid or incurred, on a full indemnity basis).

These expenses:

- ✧ may be debited to a card account by us; and
- ✧ are payable from the date when debited by us, or if not debited by us then from the time we incurred some.

If any obligation to pay us an amount under the facility becomes merged in a court order, then you must pay interest on that amount as a separate obligation.

The interest rate we apply from time to time is the higher of the annual percentage rate chargeable under the facility and the rate payable under the court order. We calculate the interest daily and may debit the card account:

- ✧ monthly; and
- ✧ on the day the card account is repaid in full, with the interest calculated up to the end of the day prior to the date of full repayment.

If you are in default, we may use funds you have in other accounts with us toward repaying us the amount owing under that default, and without giving you prior notice, but we will notify you after we do this.

We may cancel any card at any time without notice. You must ensure that the cancelled card is returned to us as soon as possible after you become aware of it being cancelled. You must continue to pay the minimum payment amount shown on each statement of a card account issued after we cancel the card. We continue to charge interest, our fees and charges and government charges to the card account until you repay the card account in full.

We do not allow credit on the card account to be obtained through use of a card which we have cancelled. We will give you written notice of a card cancellation as soon as possible after it occurs. No cardholder may try to obtain credit on a card account through use of a cancelled card. A cardholder may obtain credit after cancellation of a card only if we issue a new card for their use. You are responsible for cancelling any periodical payment authorities that are linked to a card account when the card is cancelled.

28. Termination of the facility

46

You may terminate the facility before you first obtain or try to obtain any credit under it and at any time after that if you:

- ✦ give us written notice; and
- ✦ return to us all cards issued under the facility; and
- ✦ pay the total balance owing on the card accounts.

On termination of the facility by you or us:

- ✦ you continue to be responsible for any liabilities you incur before termination of the facility; and
- ✦ interest, our fees and charges, our enforcement expenses and government charges continue to be chargeable on each card account until the balance owing on the card account (if any) is reduced to nil; and
- ✦ you are responsible for cancelling any periodical payment authority that is linked to a card account.

29. Electronic communications

47

Unless prohibited to do so by law, we may send by electronic communication any information in connection with the facility by:

- ✦ forwarding such information to a cardholder's card or electronic equipment or to an electronic address nominated by the cardholder; or
- ✦ making such information available for retrieval at an electronic address nominated by us.

Prior to our using any electronic communication as provided, we will seek your consent to receiving information electronically.

30. Security for the facility

48

If the accountholder agrees in writing to provide (themselves directly or through other persons) security for the facility to secure the accountholder's obligation to repay amounts on the card account, then:

- ✦ the accountholder must ensure that the agreed security is delivered to us in a form acceptable to us before any cardholder uses a card or we provide a cash advance or agree to or approve a balance transfer or otherwise allow credit to be obtained under the facility; and
- ✦ the accountholder must ensure that they and each security provider comply with all the terms and conditions of the security; and
- ✦ the accountholder must pay our costs in arranging, administering (including registering and enforcing), releasing and terminating the security and all stamp and other duties, fees, taxes and charges payable in connection with the security; and
- ✦ where we hold, or during the term of the facility acquire, security of any description securing any other liabilities the accountholder may have to us, the accountholder's liability under the facility will also form part of the money secured by that security.

31. Change of address

49

The accountholder and each account controller must tell us promptly if they change their residential address, registered business office, nominated mailing address or contact details.

This can be done by phoning us (currently on 13 19 87).

32. Your rights

50

These Conditions of Use do not affect or limit any of your rights which cannot be excluded or modified under any compulsory law applying to the facility, a card or a card account, and to the extent of any inconsistency between same that compulsory law prevails.

33. Assignment

51

To the extent permitted by law, we may assign or encumber or otherwise deal with our rights under the facility in any way we wish. You cannot assign your obligations or rights under the facility in any way without our written consent and which we can withhold at our discretion.

34. Accountholder – not a trustee

The accountholder represents and warrants that, unless specified in the letter of offer, it does not accept the letter of offer as trustee of any trust or settlement.

35. Privacy Act acknowledgement and consent

35.1 Our policy

We understand how important the privacy of your personal information is to you, each account controller and each cardholder where you or they are individual people, and to directors of you where you are a corporation, and we are committed to ensuring the confidentiality of that personal information.

This condition 35 (apart from being one of the Conditions of Use) also constitutes our policy statement on how we manage and protect that personal information. References to “you” or “your” in this condition 35 only, are to each accountholder, each account controller and each cardholder who are individual people and to each individual director of an accountholder which is a corporation.

35.2 Collection

We collect most personal information directly from you. For example, we may collect personal information when you open an account, fill in an application form, deal with us over the phone, send us a letter, visit our website or when you have contact with us in person. The types of personal information we collect and hold will depend on the particular products and services you request from us.

The personal information we collect includes your name, contact details (e.g. phone number, email, postal and residential address), tax file number, date of birth and transactional information about the use of the product or service. Where relevant (for example, in the case of a loan application), we will also collect and hold information about your financial position, place of work, credit history and transaction history. In certain circumstances, we may collect sensitive information such as health details.

There may be occasions when we need to source personal information about you from a third party. For example, we may collect personal information from a credit reporting agency or an insurer of your mortgage (but only if you authorise us to do so).

To evaluate the effectiveness of our website, we may collect statistical data. No personal data will be collected on these occasions.

35.3 Use and disclosure

We collect and use your personal information for the primary purpose of:

- ✧ opening an account for you;
- ✧ assessing an application by you for a product or service; and
- ✧ providing you with the product or service that you have requested.

We may use or disclose your personal information for purposes related to the main purpose for which we collect it, such as:

- ✧ administering, monitoring, evaluating and managing the product or service you have with us;
- ✧ internal accounting and administration;
- ✧ providing you with information about other products and services offered by us or a related company of us;
- ✧ complying with regulatory requirements;
- ✧ managing our relationship with you;
- ✧ protecting you and us from error or fraud.

We may disclose your personal information to a related company of ours, but it will still remain confidential.

This will allow them to tell you about products and services offered by them that may be of interest to you.

We may disclose your personal information to a credit reporting agency.

We may also disclose your personal information when we contract out some of our functions to external service providers who conduct specific activities for us such as mail-outs. However, the information remains (between them and us) our property and the external service provider will be subject to strict confidential and non-disclosure obligations.

If you do not wish to receive direct marketing information from us, you can tell us and we will stop sending you such information.

Furthermore, we may disclose your personal information if, for example:

- ✧ you have given us your express or implied consent to disclose the information;
- ✧ the disclosure is required by law (such as, under a Court order or subpoena or a law that allows a government agency, such as the Australian Taxation Office, to demand that we disclose information about the facility);
- ✧ the disclosure is permitted or authorised by law (such as, under the Privacy Act 1988);
- ✧ we need to protect our interest (such as in legal proceedings to which we are a party);
- ✧ the disclosure is required in the public interest (such as, where a crime or fraud has been committed).

We will not, without your consent, disclose names and addresses to third parties for the purpose of enabling them to direct market their products and services to you.

Cardholders with limited access acknowledge that the account holder and any account controller may view details of all cardholders' card accounts.

35.4 Security

We will take reasonable precautions and security measures to keep your personal information secure and protect it from loss and misuse and from unauthorised access, modification and disclosure.

If we have accurate personal information about you, it enables us to provide better service.

We take reasonable steps to ensure that your personal information is accurate and up-to-date whenever we collect or use it.

If you find that current personal information we hold about you is inaccurate or out-of-date, please contact us immediately and we will correct it. If we disagree with you about the accuracy, completeness or currency of a record of your personal information held by us, we would if you request us to do so, take reasonable steps to associate with that record a statement to the effect that you claim this to be the case.

35.5 Access to personal information

You can ask us to provide you with access to the personal information we hold about you. If we are able to, we will provide you with access. A fee may apply to such access. In some cases, we are entitled under applicable privacy laws to refuse to give you access to your personal information.

This includes circumstances where giving you access would prejudice negotiations we are having with you, prejudice investigations of unlawful activity or prejudice activities carried out by or for a law enforcement agency.

If we deny your request for access, we will let you know why.

35.6 Changes to this Policy Statement

We may change this policy statement from time to time, but will remain bound by any legislative requirements.

We may notify you about changes to this policy statement by posting an updated version of it on our website.

35.7 Further information and complaints

You can also ask us for more information about the way we manage your personal information. If you have a complaint or would like access to your personal information, please contact us. For this purpose, our contact details are currently:

Member Support Centre

Newcastle Permanent Building Society

PO Box 5001, HRMC, NSW 2310

Fax: 02 4927 4475

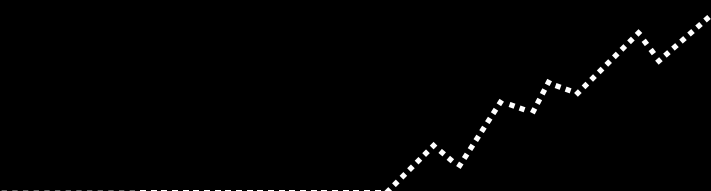
Phone: 13 19 87

Email: enquiries@newcastlepermanent.com.au

Here's some more information for you: Terms and Conditions for all accounts are available from Newcastle Permanent Building Society Limited ABN 96 087 651 992, AFSL 238273.

Drop into your local
branch, visit the website
or call 13 19 87

www.newcastlepermanent.com.au



That's what we're here for.



**NEWCASTLE
PERMANENT**
BUSINESS SOLUTIONS

Here for good.