

# TERMS AND CONDITIONS

## PART 1: Key Features Statement and terms and conditions for Term Deposit and Gold Term Deposit Accounts

This document is one of 3 parts of the Terms and Conditions for Term Deposit and Gold Term Deposit Accounts. It must be read in conjunction with:

- PART 2: Schedule of Fees and Charges for Term Deposit and Gold Term Deposit Accounts, and
- PART 3: Schedule of Interest Rates for Term Deposit and Gold Term Deposit Accounts.

**Dated: 11th August 2006**

## ■ *Welcome to Newcastle Permanent.*

Established in 1903, Newcastle Permanent is today financially the strongest building society in Australia with over 5 billion dollars in assets. We have an extensive network of branches with locations throughout Newcastle, The Hunter, Central Coast and Mid North Coast.

As an independent mutual financial institution, Newcastle Permanent puts its' members first by providing an extensive range of value for money, quality financial products and services that are readily available and delivered with efficiency, courtesy and reliability.

## ■ ABOUT THIS DOCUMENT

This is an important document. It provides you with information about the financial products set out below to assist you in deciding whether or not to acquire them.

**This document contains terms and conditions for:**

- **Term Deposit Accounts**
- **Gold Term Deposit Accounts**

The *Terms and Conditions* governing the above financial products consist of 3 parts:

- Part 1** - This document including a Key Features Statement and general terms and conditions
- Part 2** - Schedule of Fees and Charges for Term Deposit and Gold Term Deposit Accounts
- Part 3** - Schedule of Interest Rates for Term Deposit and Gold Term Deposit Accounts

You should read all 3 parts carefully before acquiring any of the products to which the *Terms and Conditions* apply, and keep the *Terms and Conditions* for your future reference. If you have not received all 3 parts of the *Terms and Conditions*, or you wish to obtain any more information about any of the products to which the *Terms and Conditions* apply, please call our Member Support Centre on **13 19 87** or visit one of our branches.

The information contained in the *Terms and Conditions* that is not materially adverse information is subject to change from time to time and is up to date as at the date stated on the cover. If this information changes, you will be able to find the updated information by contacting us on **13 19 87**, by visiting one of our branches or by visiting our website at **[www.newcastlepermanent.com.au](http://www.newcastlepermanent.com.au)**. A paper copy of any updated information will be given to you on request without charge.

The *Terms and Conditions* are issued by:

**Newcastle Permanent Building Society Ltd.**  
**ABN: 96 087 651 992**  
**AFSL: 238273**

You can contact us at any of our branches or at:

**307 King Street**  
**NEWCASTLE WEST NSW 2302**  
**13 19 87**  
**Fax: (02) 4927 4475**  
**[enquiries@newcastlepermanent.com.au](mailto:enquiries@newcastlepermanent.com.au)**  
**[www.newcastlepermanent.com.au](http://www.newcastlepermanent.com.au)**

The *Terms and Conditions* only apply where they are received by a person in Australia.

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## ■ SECTION A: KEY FEATURES STATEMENT

### ■ ABOUT YOUR ACCOUNT

Term Deposit Accounts and Gold Term Deposit Accounts are investment accounts, which provide a fixed rate of interest for a fixed period (the *investment term*). Our current interest rates are set out in the Schedule of Interest Rates for Term Deposit and Gold Term Deposit Accounts in Part 3 of the *Terms and Conditions*. Gold Term Deposit Account interest rates are indicative only. For current rates please contact our Treasury Department on (02) 4927 4560.

### ■ SIGNIFICANT BENEFITS AND RISKS

#### **Benefits**

The benefits of a Term Deposit Account and Gold Term Deposit Account include:

- you can invest money when the *account* is first opened;
- you have a choice of *investment terms*;
- you can earn interest on the amount deposited at a fixed rate for the *investment term* (subject to clause 7.7 of the *Terms and Conditions* below);
- you can make additional deposits only during the *renewal period*;
- there are no account keeping fees or transaction fees (although other fees may apply - see clause 9 of the general terms and conditions below); and
- you can withdraw money from your *account* at one of our branches on the *maturity date* and during the *withdrawal period*.

#### **Risks**

The risks include:

- as your interest rate is fixed for a fixed period (the *investment term*), there is a risk that you may not get the benefit of a rate increase;
- if you require access to your funds before the *maturity date*, the interest rate payable on your investment may be reduced (see clause 7.7 of the terms and conditions below); and
- as with most investment products, you are reliant on the ability of the issuer, in this case, us, to meet our obligations to you under the terms of the particular product.

You must choose the *investment term* and how often you wish to receive your interest payment(s) at the time you open your *account* as this will determine the rate of interest we pay on your investment.

## ● Term Deposit Account

The account has a minimum balance requirement of \$1,000 or such other amount as we determine. *Investment terms* are from 1 month to 12 months depending on the amount invested, or such other periods (not exceeding 5 years) as we determine. *Investment terms* are only available for full calendar months. Interest is payable on the *maturity date*. For *investment terms* of 12 months, you may choose to receive your interest monthly, or on the *maturity date*.

## ● Gold Term Deposit Account

The account has a minimum balance requirement of \$200,000 or such other amount as we determine and *investment terms* are from 21 days up to (but not exceeding) 5 years.

Interest is payable on the *maturity date*. For *investment terms* of 12 months, you may choose to receive your interest monthly, quarterly, half yearly, or on the *maturity date*. For investment terms of more than 12 months interest is paid quarterly.

## ■ COSTS

The accounts specified in the *Terms and Conditions* do not attract account keeping fees or transaction fees, however fees for other services may apply. Our current fees and charges are set out in the Schedule of Fees and Charges for Term Deposit and Gold Term Deposit Accounts in Part 2 of the *Terms and Conditions*.

The terms and conditions below explain the way in which these accounts operate.

## SECTION B: MEANING OF WORDS

In the *Terms and Conditions* some words have special meanings as set out in this section. Where a word is used in the *Terms and Conditions* with a special meaning we generally italicise it.

**"account"** means the account or accounts we establish in your name or in your name jointly with another person or persons for the following products: Term Deposit Account and Gold Term Deposit Account. In relation to clause 13, it also includes any other Newcastle Permanent account we establish in your name or in your name jointly with another person or persons.

**"authorised user"** means you or any person authorised by you to operate your account.

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

**"Government charges"** means all charges or duties on deposits into, or withdrawals from, your *account* that are payable under a law of the Commonwealth or any State or Territory whether or not you are primarily liable to pay these charges.

**"investment term"** means any period for which the interest rate that applies to your investment is fixed, assuming that you do not withdraw or deposit funds during that period.

**"maturity date"** means the day on which your *investment term* expires.

**"renewal period"** means the 7 days immediately before and the 7 days immediately after the *maturity date*.

**"Terms and Conditions"** means the terms and conditions governing the financial products to which this document relates, comprised of 3 Parts (as explained at the beginning of this document) of which this document is Part 1 and:

- in the case of a Term Deposit Account, the certificate which you will be given after you make the initial deposit and any other written advice we give you of the interest rate applicable to your *account*;
- in the case of a Gold Term Deposit Account, the letter advising you of your investment details which will be sent to you shortly after you make the initial deposit and any other written advice we give you of the interest rate applicable to your *account*.

**"we", "us" and "our"** means Newcastle Permanent Building Society Ltd, ABN 96 087 651 992, AFSL 238273.

**"withdrawal period"** means the 7 days immediately after the *maturity date*.

**"you" and "your"** means the holder of the *account*, subject to any other provisions of the *Terms and Conditions*, or if there is more than one of you then all of you jointly and each of you severally.

The singular includes the plural and vice versa.

A reference to:

- a document, 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); and
- any 'thing', includes the whole and each part of it.

## SECTION C: GENERAL TERMS AND CONDITIONS

The *Terms and Conditions* apply to the following accounts:

- Term Deposit Account; and
- Gold Term Deposit Account.

This document alone does not contain all the *Terms and Conditions* which apply to your Term Deposit Account or Gold Term Deposit Account. In the case of a Term Deposit Account, some of the *Terms and Conditions* will be contained in the certificate we give you after you make your initial deposit and in any other written advice we give you of the interest rate applicable to your *account*. In the case of a Gold Term Deposit Account, some of the *Terms and Conditions* will be contained in the letter we send you advising of the details of your investment and in any other written advice we give you of the interest rate applicable to your *account*. In the case of both Term Deposit Accounts and Gold Term Deposit Accounts, some of the *Terms and Conditions* are contained in the schedules comprising Parts 2 and 3 as explained in the beginning of this document

Unless you have previously agreed to be bound by the *Terms and Conditions*, when you first open an *account* you agree to be bound by the *Terms and Conditions*.

### 1. Membership

- 1.1 In order to open an *account* and make deposits you are required to be a guarantee member of Newcastle Permanent Building Society Ltd. To become a guarantee member you are required to tender a minimum of \$1.00. On membership being granted, the *account* will be opened and the amount tendered will be deposited into your *account*.
- 1.2 If we are wound up while you are a member or within 1 year after you cease to be a member you may be liable for an amount of \$1.00.

### 2. Opening an Account

- 2.1 You can apply to open an *account* with us at any of our branches.
- 2.2 You must provide us with any information we reasonably require to open an *account*.
- 2.3 We are required by law to fully identify all signatories to an *account*. If a signatory is not identified, or is only partially identified, the *account* may still be opened. However, the *account* will be restricted and withdrawals will not be allowed until the signatory has been fully identified. This restriction will also apply to *accounts* with more than one signatory where one or more of the signatories have not been fully identified.
- 2.4 If after 12 months, the signatories have still not been identified, a report must be made to the Australian Transaction Reports Analysis Centre (AUSTRAC) detailing the circumstances. AUSTRAC will advise us what action is to be taken, which may include closing the *account* and sending the proceeds to them.

2.5 To verify your identity, we will ask you to provide some of the following documents:

- (a) current birth certificate, citizenship certificate or passport;
- (b) current driver's licence;
- (c) current credit or debit cards;
- (d) current pensioner or other Centrelink benefit card;
- (e) current Medicare card;
- (f) current electricity or gas bill; or
- (g) current rates notice.

At least one of these documents must contain your photograph or signature.

Should you wish to use other documents to verify your identity, please ask a member of our staff if the documents will be acceptable.

2.6 Subject to the requirements of any law, we may decline to open an *account*.

### 3. **Minimum Balance Requirements**

3.1 There is a minimum balance requirement of \$1,000, or such other amount as we determine, to open and maintain a Term Deposit Account.

3.2 There is a minimum balance requirement of \$200,000, or such other amount as we determine, to open and maintain a Gold Term Deposit Account.

### 4. **Record of Account and Confirmation of Transactions**

4.1 When you open your Term Deposit Account we will issue you with a certificate, which will record the details of your investment. It will include such information as the commencement date, the *investment term*, the sum you have invested, the interest rate and your interest payment instructions. You acknowledge that:

- (a) you have a right to a reasonable opportunity to present your certificate to us; and
- (b) we will enter particulars of each transaction involving your *account*, including the amount of the transaction and the current balance of your *account* when you present your certificate to us.

4.2 When you open your Gold Term Deposit Account we will send you a letter, which will record the details of your investment. It will include such information as the commencement date, the *investment term*, the sum you have invested, and the interest rate.

4.3 If you suspect there are errors on your certificate or letter, you must contact us as soon as possible.

4.4 You agree that confirmation of transactions involving your *account* may be provided by:

- (a) if you have been issued with a certificate, your certificate;
- (b) you requesting confirmation at any of our branches.

## 5. Deposits and Withdrawals

### **Deposits**

- 5.1 Deposits can only be made at one of our branches.
- 5.2 After your initial deposit, you can only make additional deposits during the *renewal period*. Simply present your deposit to one of our branch assistants together with, in the case of a Term Deposit Account, your certificate.
- 5.3 If you make an additional deposit during the *withdrawal period*, we may, depending on the amount deposited, increase the interest rate payable on your investment (see clause 7.7(d) below).
- 5.4 We may refuse to accept any cheque for deposit in our absolute discretion.

### **Withdrawals**

- 5.5 We may not allow you to withdraw money from your account unless we have proof of your identity that is satisfactory to us.

### **Withdrawals on the Maturity Date or during the Withdrawal Period**

- 5.6 On the *maturity date* and during the *withdrawal period* you may make 1 withdrawal of funds from your *account* by completing a withdrawal form and presenting it to one of our branch assistants together with, in the case of a Term Deposit Account, your certificate.
- 5.7 If you wish to make another withdrawal from your *account* during this period (i.e. the period beginning on the *maturity date* and ending on the last day of the *withdrawal period*), the whole balance of your *account* must be withdrawn and the *account* closed.
- 5.8 If a withdrawal causes the balance of your *account* to fall below the minimum balance requirements (see clause 3 above), the *account* must be closed.
- 5.9 If you make a withdrawal from your *account* during the *withdrawal period*, we may, depending on the amount withdrawn, reduce the interest rate payable on your remaining investment (see clause 7.7(b) below). If you withdraw all of your funds during the *withdrawal period*, we will be entitled to reduce the interest rate payable on your investment (see clause 7.7(c) below).

### **Withdrawals Before the Maturity Date**

- 5.10 If you wish to withdraw funds from your account before the *maturity date* (other than during a *withdrawal period*), the whole balance of your *account* must be withdrawn and the *account* closed. We will be entitled to reduce the interest rate payable on your investment in accordance with clause 7.7(a). Your request to withdraw your funds early must be in writing.

## 6. On the Maturity Date of Your Investment

- 6.1 We may contact you before the *maturity date* to advise you that your investment is about to mature.
- 6.2 Before the *maturity date* you may contact us to provide instructions regarding your investment. At this time you may instruct us to reinvest your funds for a further term, or you may advise us that you wish to close your *account*, withdraw some of your funds on the *maturity date* or during the *withdrawal period*, or deposit additional funds during the *renewal period*.
- 6.3 If, before the *maturity date*, you instruct us to reinvest your funds for a further term, your interest rate will then be fixed for that term (subject to clause 7.7 below). Clause 7.4 describes how we determine the new interest rate that will apply from the *maturity date*.
- 6.4 On the *maturity date*, if you have not provided us with any prior instructions to the contrary, we will set a new interest rate to apply to your *account*. Your interest rate will then be fixed for that term (subject to clause 7.7 below). Clause 7.5 describes how we determine the new interest rate that will apply from the *maturity date*.
- 6.5 If, when you reinvest your funds on the maturity date, you wish to change from having interest paid on the *maturity date* to monthly, or from having interest paid monthly to on the *maturity date*, you must close your *account* and open a new *account*.

## 7. Interest

### **Interest rates**

- 7.1 We pay you a fixed rate of interest on the entire balance of your *account* for the term of your investment (subject to clause 7.7 below).
- 7.2 The interest rate that applies to your investment is determined by the amount you invest, the *investment term* you choose and the frequency of your interest payment(s).
- 7.3 Your interest rate will be fixed for the period you select (subject to clause 7.7 below) at the time you make your initial deposit. It will be based on the prevailing interest rates of the day. You will be advised of your rate:
  - (a) in the case of a Term Deposit Account, on the certificate we issue to you; or
  - (b) in the case of a Gold Term Deposit Account, in the letter we send to you advising you of the details of your investment.
- 7.4 If, before the *maturity date*, you instruct us to reinvest your funds for a further term, the interest rate that will apply to your *account* from that *maturity date*, will be the prevailing interest rate as at that *maturity date* applying to that amount for the term you have chosen. Your interest rate will then be fixed for that term (subject to clause 7.7 below).

- 7.5 On the *maturity date*, if you have not provided us with any prior instructions to the contrary, we will set a new interest rate to apply to your *account* for the same or, if not available, a similar term (as determined by us) as the term for which the interest rate which applied prior to the *maturity date* was fixed. Your interest rate will then be fixed for that term (subject to clause 7.7 below).
- 7.6 If your funds are reinvested for a further term in accordance with clause 7.4 or 7.5 above, we will advise you of your new interest rate in a letter we send to you shortly after your funds have been reinvested.
- 7.7 If you withdraw your funds prior to the *maturity date* or during the *withdrawal period*, or you make an additional deposit to your *account* during the *withdrawal period*, your interest rate may change. In particular:
- (a) if you withdraw funds from your *account* prior to the *maturity date* (other than during a *withdrawal period*), the whole balance of your *account* must be withdrawn and the *account* closed. We will be entitled to reduce the interest rate payable on your investment. The current interest rate that will apply if there is an early withdrawal of your funds is set out in the Schedule of Interest Rates for Term Deposit and Gold Term Deposit Accounts Part 3 of the *Terms and Conditions*;
- (b) if you withdraw some of your funds during the *withdrawal period* and the withdrawal causes the balance of your *account* to fall into a lower interest tier, the interest rate that will apply to the remaining balance of your *account* from the date of the withdrawal will be the prevailing interest rate for that tier as at the previous *maturity date* (i.e. it will not be the prevailing interest rate applying on the day you make the withdrawal). If your interest rate changes as a result of a withdrawal, we will advise you of your new interest rate when you make the withdrawal. This new rate will then apply until the next *maturity date* (subject to this clause 7.7). For illustrative purposes only, if:
- (i) the *maturity date* of your 6 month investment of \$10,000 is 1 July;
- (ii) on that *maturity date* (i.e. 1 July) the \$10,000 is reinvested for another 6 months at 5.40%p.a.;
- (iii) on 5 July you withdraw \$6,000 from your *account* (leaving a balance of \$4,000); and
- (iv) the interest rate applicable to \$4,000 as at 1 July is 4.10%p.a.;
- (v) interest on your investment will be calculated as follows (assuming no further deposits or withdrawals are made before the *maturity date*):
- 4 days - interest at a daily rate of 5.40%p.a. calculated as;  
 $5.40\% \div 365 \times \$10,000 \times 4 = \$5.92$ ; and
  - remaining term of 180 days - interest at a daily rate of 4.10%p.a. calculated as;  
 $4.10\% \div 365 \times \$4,000 \times 180 = \$80.88$
- Total interest received is \$86.80
- (c) if you withdraw all of your funds during the *withdrawal period* we will be entitled to reduce the interest rate payable on your investment. The current interest rate that will apply if there is an early withdrawal of your funds is set out in the Schedule of Interest Rates for Term Deposit and Gold Term Deposit Accounts Part 3 of the *Terms and Conditions*;

(d) if you make an additional deposit during the *withdrawal period* and the additional deposit causes the balance of your *account* to reach a higher interest tier, the interest rate that will apply to the balance of your *account* from the date of the deposit will be the prevailing interest rate for that tier as at the previous *maturity date* (i.e. it will not be the prevailing interest rate applying on the day you make the deposit). If your interest rate changes as a result of a deposit, we will advise you of your new interest rate when you make the deposit. This new rate will apply until the next *maturity date* (subject to this clause 7.7). For illustrative purposes only, if:

- (i) the *maturity date* of your 6 month investment of \$10,000 is 1 July;
- (ii) on that *maturity date* (i.e. 1 July) the \$10,000 is reinvested for another 6 months at 5.40%p.a.;

(iii) on 5 July you deposit an additional \$11,000 into your *account* (resulting in a balance of \$21,000); and

(iv) the interest rate applicable to \$21,000 as at 1 July is 5.60%p.a.;

(v) interest on your investment will be calculated as follows (assuming no further deposits or withdrawals are made before the *maturity date*):

- 4 days - interest at a daily rate of 5.40%p.a. calculated as;  
 $5.40\% \div 365 \times \$10,000 \times 4 = \$5.92$ ; and
- remaining term of 180 days - interest at a daily rate of 5.60%p.a. calculated as;  
 $5.60\% \div 365 \times \$21,000 \times 180 = \$579.95$

Total interest received is \$585.87

7.8 Our current interest rates for Term Deposit and Gold Term Deposit Accounts are set out in the Schedule of Interest Rates for Term Deposit and Gold Term Deposit Accounts in Part 3 of the *Terms and Conditions*. You can find out our current interest rates at any time by calling our Member Support Centre on **13 19 87** or by visiting our website **[www.newcastlepermanent.com.au](http://www.newcastlepermanent.com.au)** or by visiting any branch. Gold Term Deposit Account interest rates are indicative only. For the most-up-to date information on interest rates applying to our Gold Term Deposits please contact our Treasury Department on (02) 4927 4560.

### **Frequency of interest payments**

7.9 You must choose how often you wish to have interest paid at the time you open your *account*.

7.10 If you select a Term Deposit Account with a 12 month *investment term*, you may choose to have interest paid either on the *maturity date* or monthly. For *investment terms* greater than 12 months interest is paid quarterly and for *investment terms* less than 12 months interest will be paid on the *maturity date*.

- (a) interest on the *maturity date* – interest is paid at the end of the *investment term*.
- (b) monthly interest – interest is paid each month on the same day of the month as your initial deposit.
- (c) quarterly interest – interest is paid each 3 months on the same day as your initial deposit.

7.11 If you select a Gold Term Deposit Account with a 12 month *investment term*, you may choose to have interest paid either on the *maturity date*, monthly, quarterly, or half yearly. For all other *investment terms* interest will be paid on the *maturity date*.

- (a) interest on the *maturity date* – interest is paid at the end of the *investment term*.
- (b) monthly interest – interest is paid each month on the same day of the month as your initial deposit.

(c) quarterly interest – interest is paid every 3 months on the same date as your initial deposit.

(d) half yearly interest – interest is paid every 6 months on the same date as your initial deposit.

7.12 If the payment date falls on a day other than a business day or where there is no such date in the current month (for example 29th, 30th or 31st) the payment will be made on the next business day.

### **Calculation and payment of interest**

7.13 Interest is calculated by applying the daily percentage rate to the balance of your *account* at the end of each day. The daily percentage rate is the relevant interest rate divided by 365.

7.14 If you make an additional deposit to your *account* during the *renewal period*, interest on the additional deposit will be calculated from the additional deposit date but may be held over and paid with the next interest payment.

7.15 If you have elected to have interest paid on the *maturity date* you can either have the interest paid into your *account* or paid into another account. If interest is paid more frequently than on the *maturity date*, the interest must be paid into another eligible account. Clause 8 below sets out the conditions under which we will credit interest to another account.

7.16 Although we may pay interest before the *maturity date*, you will not be entitled to interest until the *maturity date*, or if you withdraw all of your funds prior to the *maturity date*, the date of that withdrawal. If you have elected to have interest paid monthly, quarterly or half yearly and you withdraw your funds prior to the *maturity date*, we will be entitled to deduct from the balance of your *account* an amount equal to the amount of any excess interest payments we have made to you during the *investment term*, on account of you withdrawing your funds early. When you withdraw early we will deduct this amount from your account and repay to you the remaining balance of your account.

## **8. Interest Payment to Another Account**

8.1 You can arrange for us to pay interest from your *account* to any other eligible account held with us or another Australian financial institution. If you decide to have interest paid into an account held with another financial institution, you should first check with that financial institution that this is possible.

8.2 You must provide us with information we require to make the interest payment including the account number, account name and the BSB number of the financial institution where the nominated account is held.

8.3 You must check that all information you give us is correct. We do not check and are not responsible for checking that any information you give us is correct. You are liable for any payment we carry out in accordance with your instructions.

8.4 To the extent permitted by law and subject to any other provisions of the *Terms and Conditions*, we are not liable for any loss or damage you suffer as a result of arranging for interest to be paid to another account or any delay, omission or failure in respect of any payment. Without limitation, this includes, if you request us to make a payment to an account held with a third party financial institution:

- (a) any delay or failure to make a payment which results from a technical failure in the system we use to make a payment from your *account* with us to any third party financial institution; and
  - (b) any omission, delay or failure on the part of the third party financial institution in processing that payment.
- 8.5 If you wish to change the account to which your interest payment is being made, you may do so at any time by giving us notice in writing or by visiting any branch. If your interest is being paid on the *maturity date*, you must notify us at least 5 business days before the *maturity date*.

## 9. Fees and Charges

- 9.1 We do not charge *account* keeping fees or transaction fees for the Term Deposit Account or Gold Term Deposit Account. There may be other service fees and charges which may apply to these *accounts*. Our current fees and charges are set out in the Schedule of Fees and Charges for Term Deposit and Gold Term Deposit Accounts in Part 2 of the *Terms and Conditions*.
- 9.2 You authorise us to debit these fees and charges to your *account* in the circumstances set out in Part 2 of the *Terms and Conditions*. We may change our fees and charges from time to time (including introducing new fees and charges). However, we will not introduce transaction fees, *account* keeping fees, entry fees, exit fees, fees associated with the certificate or the entry of particulars into the certificate and fees for the management of funds. There is no maximum limit for the amount of fees and charges we may impose. If any law regulates such a change we will only make the change to the extent permitted by, and subject to, the requirements of that law.
- 9.3 Any failure by us to charge a fee shall not constitute a waiver of that fee or the right to charge that fee in the future.

## 10. Transaction Processing

- 10.1 We may assign any date we consider appropriate to a debit or credit to your *account* (except that, in the case of a debit, the date must not be earlier than the date on which the relevant transaction occurs). However, we will credit payments to your *account* as soon as practicable after we receive them. This is not necessarily the same day that you make the payment. We give effect to the debit or credit based upon the date assigned to it by us.
- 10.2 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 because a cheque is dishonoured). If we do this, we may make consequential changes (including to interest charges).

## 11. Joint Accounts

This clause applies if an *account* is in two or more names jointly.

- 11.1 The *Terms and Conditions* bind each account holder separately as well as jointly. Without limiting the generality of this clause, if an *account* is overdrawn, each person

who is a joint holder of the *account* is liable both on their own and together for payment of all or any of the amount overdrawn. You should carefully consider any arrangement which involves you becoming a joint *account* holder.

11.2 Subject to clause 11.3, you do not require the authority of any other *account* holder to operate the *account*. When a joint holder of an *account* instructs us to carry out an action, or makes a transaction, we will act on the instructions of that *account* holder.

11.3 If you have arranged with us for the *account* to be operated on the signatures of all joint *account* holders, or by other means acceptable to us, we will only allow the *account* to be operated in accordance with these instructions.

11.4 We are not required to make any inquiries in relation to any instructions you give us with respect to the operation of your *account*. You are jointly and severally liable for any loss or damage you or a third party suffers as a result of us acting upon those instructions.

11.5 Despite any instructions you may give us to the contrary, we may insist that the joint *account* only be operated on the signatures of all joint *account* holders, if:

- (a) one of the joint *account* holders requests us in writing to do so; or
- (b) we are notified in writing of any dispute between the joint *account* holders;

11.6 If the *account* is established in the name of an unincorporated association or body, all signatories to the *account* will be deemed to be joint *account* holders.

11.7 If any of you die, the *account* will be treated as the *account* of the surviving *account* holder(s) only.

11.8 You agree that each of you may have access to information about the *account* without the consent of the other joint *account* holder(s).

## 12. **Authorised Users**

12.1 You may authorise one or more other people to operate your *account*. To arrange this you will need to complete a request in accordance with our procedures. We do not have to agree to your request.

12.2 A person that is authorised to use your *account* is called an *authorised user*. The *Terms and Conditions* apply to an *authorised user* in the same way that they apply to you. You should ensure that any *authorised user* has read the *Terms and Conditions* and complies with them. If the *authorised user* does not comply with the *Terms and Conditions*, you will be in default.

12.3 When an *authorised user* instructs us to carry out an action, or makes a transaction, we will act on the instructions of that person. We are not required to make any inquiries in relation to any instructions received from an *authorised user* in relation to the operation of your *account*. You are wholly liable for any loss or damage you or a third party suffers as a result of us acting upon those instructions.

12.4 You can arrange to have the authority of an *authorised user* revoked at any time. If you want to revoke the authority of an *authorised user*, you must notify us in writing.

12.5 You consent to us giving an *authorised user* information about your *account*.

### 13. Account Combination

13.1 We reserve the right to transfer funds from your *account* to any other *account* you hold with us or to combine your *account* with any other *account* you hold with us.

13.2 We may deduct from the amount we combine our Account Combination Fee. The current amount of this fee is set out in the Schedule of Fees and Charges for Term Deposit and Gold Term Deposit Accounts in Part 2 of the *Terms and Conditions*.

13.3 You cannot assume that we will transfer funds or combine your *accounts* if one *account* is overdrawn but the other is in credit. It is your responsibility to ensure that your *account* remains in credit at all times.

13.4 If we choose to combine 2 or more of your *accounts* we will promptly inform you.

### 14. Closure of Account by You or Us

14.1 You may close your *account* on the *maturity date* by completing a withdrawal form and presenting it together with your certificate or letter to one of our branch assistants at any branch.

14.2 You may close your *account* prior to the *maturity date* (including during the *withdrawal period*) by providing us with a written request. However, if you close your *account* prior to the *maturity date* (including during the *withdrawal period*), we will be entitled to reduce the interest payable on your investment. The current interest rate that will apply to the early closure of your *account* is set out in the Schedule of Interest Rates for Term Deposit and Gold Term Deposit Accounts in Part 3 of the *Terms and Conditions*.

14.3 We may close your *account* at any time by giving you notice that is reasonable in all of the relevant circumstances and by reimbursing you for any amount standing to the credit of your *account*. If you or an *authorised user* breaches any of the *Terms and Conditions*, we may close your *account* without giving you prior notice.

### 15. Change of Name or Address

15.1 If you change your name or address (residential, mailing or, where relevant, email), you must notify us as soon as possible.

15.2 For a change of name we will require notification in writing and we will need evidence of the name change.

## 16. Changes

16.1 We may change the *Terms and Conditions* at our absolute discretion at any time. If any law regulates that change, we will only make the change to the extent permitted by, and subject to, the requirements of that law.

16.2 You agree that we can give you notice of changes to the *Terms and Conditions*, any material change, or any significant event that affects any of the matters specified in the *Terms and Conditions* in writing, electronically, by an advertisement in a major daily newspaper or in any other way permitted by law.

16.3 The table below sets out how and when we will notify you of changes.

Type of change	Minimum number of days notice	Manner of giving notice
Increase in a fee or charge (other than a Government charge)	30	In writing, electronically, by advertisement in a major daily newspaper or in any other way permitted by law
Any other changes, including a change to any other <i>Term or Condition</i> that may have an adverse effect on your interests	Before the change takes effect, or as soon as practicable after, but not more than 3 months after	In writing, electronically, by advertisement in a major daily newspaper or in any other way permitted by law
Any other changes, including a change to any other <i>Term or Condition</i> that will not have an adverse effect on your interests	Before the change takes effect, or as soon as practicable after, but not more than 12 months after	In writing, electronically, by advertisement in a major daily newspaper or in any other way permitted by law

16.4 If you hold an *account* jointly, you agree that we may notify you jointly, or we may notify any one of the joint *account* holders, as agent for the other joint *account* holders, at the address recorded on file. If we do this, all *account* holders will be deemed to have received this information.

## 17. Dispute Resolution Procedures

17.1 If you have a complaint or query, you should contact our Member Support Centre on **13 19 87** or visit one of our branches for assistance as soon as possible. If you are not satisfied with the information you have been given, you can enquire further in writing. You must set out all relevant information available to you in relation to the matter.

17.2 If we cannot immediately resolve the matter, we will:

- (a) acknowledge receipt of your complaint promptly and, if the dispute is in relation to an EFT transaction, inform you in writing of the procedures we will follow to investigate and resolve the matter;

- (b) investigate the dispute;
- (c) if necessary, decide upon the appropriate action; and
- (d) respond to you within 21 days of receiving your complaint, advising you in writing of the outcome of the investigation or the need for more time to complete the investigation.

17.3 If the dispute is in relation to an EFT transaction and we are unable to resolve the dispute within 45 days, we will notify you of the reasons for the delay, provide you with monthly updates on the progress of your complaint and specify a date by which a decision can reasonably be expected (unless we are waiting for a response from you and we have told you that we require that response).

17.4 If your complaint involves a Visa Debit Card and we decide to exercise any rights we may have under the rules of the Visa Debit Card Scheme:

- (a) the time limits under the rules of the scheme will apply instead of the time limit referred to in clause 17.2(d) above; and
- (b) reference to "45 days" in clause 17.3 above is replaced with "60 days" and we will provide you with updates every 2 months instead of each month.

We will advise you in writing of the above time limits and when you can reasonably expect a decision. Your obligation to pay any amount which is the subject of a complaint which is dealt with under this clause 17, and any credit or other charges related to that amount, will be suspended until the complaint is resolved.

17.5 When we have completed our investigation of your complaint, we will promptly inform you in writing of the outcome of that investigation and the reasons for that outcome (including references to relevant clauses of the EFT Code, if the dispute was in relation to an EFT transaction) (however our advice need not be in writing if your complaint is settled immediately after we receive notice of your complaint, to the satisfaction of both you and us). Unless your complaint has been resolved completely in your favour, we will also inform you of any further action you can take, including any avenue of appeal you might have against our decision through our internal Dispute Resolution Committee. You should address your request for your complaint to be reviewed in writing to:

**Newcastle Permanent Dispute Resolution Committee**  
**PO Box 5001**  
**HRMC 2310**

If you are not satisfied with the decision made by the Dispute Resolution Committee you may appeal to:

**Financial Co-operative Dispute Resolution Scheme (FCDRS)**  
**PO Box 372**  
**Clayfield QLD 4011**  
**Telephone 1300 139 220**  
**Facsimile 1300 139 221**  
**[www.fcdrs.org.au](http://www.fcdrs.org.au)**

This service is provided free of charge to you.

- 17.6 If as a result of our investigation of your complaint we decide that your *account* has been incorrectly credited or debited, we will immediately make adjustments to your *account* and notify you in writing of those adjustments.
- 17.7 If your complaint is in relation to an EFT transaction and on completion of our investigation we decide that you are liable for at least part of the amount of the transaction, we will make available to you copies of any documents or other evidence relevant to the outcome of our investigation, including information from any logs or audit trails relating to the transaction and advise you in writing whether there was any system or equipment malfunction at the time of the transaction.
- 17.8 As an alternative to the procedure described above, if your complaint is in relation to an EFT transaction and we decide to resolve the complaint in your favour, we may adjust your *account* accordingly within 7 *business days* of receipt of that complaint and inform you of any further action you can take in respect of the EFT Code, including contact details of an external dispute resolution service.

## 18. **Taxation**

- 18.1 You may need to pay tax on interest earned on your *account*.
- 18.2 The personal circumstances of each member are different and we encourage you to seek independent taxation advice.
- 18.3 We are required by law to collect your Tax File Number (TFN), a TFN exemption or, if applicable, Australian Business Number. If you choose not to provide us with your TFN, a TFN exemption, or, if applicable, Australian Business Number or you are a non-resident, we may be required by law to deduct tax from interest earned on your *account*, calculated at the maximum personal marginal tax rate plus the Medicare Levy. The tax deducted from your *account* will be sent to the Australian Taxation Office. This amount can be included on your next tax return and may reduce the amount of tax you will be required to pay.
- 18.4 Similar requirements also apply to joint *accounts* where one or more of the *account* holders have not supplied their TFN or TFN exemption.

## 19. **Confidentiality**

- 19.1 We will take reasonable steps to maintain the confidentiality of your *account* and personal details. However, there may be circumstances which entitle us to disclose your *account* details, such as, when you have given us your consent to do so, when the law compels us to disclose your *account* details or when you have, by your conduct (but without actually telling us), released us from our duty to maintain the confidentiality of your *account* details.

## 20. **Miscellaneous**

- 20.1 If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.

- 20.2 We can decide, at our discretion, the order in which payments will be processed.
- 20.3 We may give you a certificate about a matter in connection with the *account*. The certificate is sufficient to prove the matter, unless you prove the certificate is incorrect.
- 20.4 Notices and other communications for us may be:
- (a) given personally to one of our employees at your local branch or sent by post or facsimile to our registered office; or
  - (b) given by any other means permitted by law.
- 20.5 Subject to the requirements of any law, notices and communications for you may be:
- (a) given to you personally or left at:
    - (i) any address specified by you; or
    - (ii) (if you are an individual) your residential or business address last known to us;
    - (iii) (if you are a body corporate) your registered office; or
  - (b) sent by prepaid post to any of these places; or
  - (c) sent by facsimile to your residential or business facsimile number last known to us; or
  - (d) given electronically; or
  - (e) given by any other means permitted by law.
- 20.6 You must give us any information or documents we require to identify you or any person authorised to operate your *account*. Subject to the requirements of any law, you authorise us to check the authenticity of any such information or documents that you give to us.
- 20.7 Enforcement expenses may become payable if you breach the *Terms and Conditions*. For instance, if you overdraw your *account* without our written permission we may take legal action to recover the debt. Any reasonable expenses we incur in recovering our debt will be payable by you.
- 20.8 We are required under the *Banking Act 1959* to identify all *accounts* which have not had a member generated transaction in the last 7 years. We may be required under this Act to forward monies held in these *accounts* to the Australian Securities and Investments Commission. An administration fee will apply in relation to *accounts* which are closed or become dormant.
- 20.9 Nothing in this agreement has the effect of excluding, restricting or modifying rights in the *Australian Securities and Investment Commission Act 2001* or *Trade Practices Act 1974*, which cannot be excluded, restricted or modified by agreement. If your *account* is of a kind not ordinarily acquired for personal, domestic or household use or consumption, our liability is restricted to re-supplying the services or the cost of re-supplying the services.

- 20.10 Part or all of any provision of the *Terms and Conditions* that is illegal or unenforceable may be severed from the *Terms and Conditions* however the remaining provisions of the *Terms and Conditions* will continue in force.
- 20.11 We may assign or otherwise deal with our rights under the *Terms and Conditions* in any way we consider appropriate. You agree that we may disclose any information or documents we consider desirable to help us exercise this right. You also agree that we may disclose information or documents at any time to a person to whom we assign our rights under the *Terms and Conditions*.
- 20.12 To the extent that a Consumer Credit Code applies to the *Terms and Conditions* and:
- (a) that Code would otherwise make a provision of the *Terms and Conditions* illegal, void or unenforceable; or
  - (b) a provision of the *Terms and Conditions* would otherwise contravene a requirement of that Code or impose an obligation or liability which is prohibited by that Code,
- the *Terms and Conditions* are to be read as if that provision were varied to the extent necessary to comply with that Code or, if necessary, omitted.
- 20.13 You authorise us to debit to your *account* any amount that under the *Terms and Conditions*:
- (a) you are liable for;
  - (b) we are entitled to debit to your *account*; or
  - (c) you have to pay us.

