

Variation Notice

We are updating our Terms and Conditions for Business Accounts, effective 27 June 2024 and the Business Accounts Schedule, effective 27 June 2024. The updated Terms and Conditions for Business Accounts and the Business Accounts Schedule will be available at newcastlepermanent.com.au/terms-and-conditions, from 27 June 2024.

Important changes to the Terms and Conditions for Business Accounts and the Business Accounts Schedule

The changes to the Terms and Conditions for Business Accounts dated 31 October 2023 (T&Cs) and the Business Accounts Schedule dated 1 March 2023 (Schedule) are described below.

General updates

Most of the changes we've made are to support our adoption of the Customer-Owned Banking Code of Practice 2022, and due to changes in laws regarding contract terms. We've also made changes following our merger with Greater Bank, to ensure consistency with other products and to make the documents easier to understand.

Note that the below may be a partial extract of a clause from the T&Cs and the Schedule, and may not always state the whole clause. You should read the updated T&Cs and the Schedule in full.

How to read this Variation Notice

The T&Cs and the Schedule are amended by deleting the words in the column titled "Current words" of the following table and replacing them with the corresponding words in the column titled "Updated words". In the table below, unless otherwise specified:

- clause and page numbers referenced relate to the original T&Cs or the Schedule document (as applicable); and
- words in *italics* are intended to be explanatory comments to aid your understanding, and do not form part of the T&Cs or the Schedule.

If a clause, a part of a clause, or any other part of the T&Cs or the Schedule is not specifically mentioned in this notice it remains unchanged. If a clause, a part of a clause, or any other part of the T&Cs or the Schedule is specifically mentioned in this notice, a change is shown by deleting the words in the column headed "Current words" and replacing them with the corresponding words in the column headed "Updated words".

Summary of changes to the T&Cs

Current words

Terms and Conditions for Business Accounts

(cover page)

Dated: 31 October 2023

About this document (from page 2)

The terms and conditions for each of the products and payment facilities listed below consist of three parts. By using any account or payment facility for the first time, you and any authorised user agree to be bound by the terms and conditions, and you acknowledge that you have read and understood the terms and conditions.

You should ensure that each authorised user is given a copy of the terms and conditions.

Part 1 – This document.

Part 2 – Business Accounts Schedule.

Part 3 – Business Accounts Interest Rates Schedule.

You should read all three of these documents carefully, and you should keep the terms and conditions for your future reference. If you have not received all three documents, or if you wish to obtain any more information about any of the products covered by these terms and conditions, please call us on 13 19 87 or visit one of our branches.

Section A: Key features statement

Section B: Meaning of words (from page 5)

“we”, “us”, “our” and “Newcastle Permanent” means Newcastle Permanent, part of Newcastle Greater Mutual Group Ltd ACN 087 651 992 Australian Financial Services Licence/Australian credit licence 238273.

“terms and conditions” means these terms and conditions, the Business Accounts Schedule, and the Business Accounts Interest Rates Schedule.

Updated words

Terms and Conditions for Business Accounts

(cover page)

Dated: 27 June 2024

About this document

This document is designed to provide you with information about our business accounts and assist you in deciding whether or not to take out these products.

The terms and conditions governing the products and payment facilities listed below are made up of the following parts:

Part 1 – This document which includes the general terms and conditions for business accounts;

Part 2 – Business Accounts Schedule.

Together these documents are referred to as the ‘terms and conditions’.

You should read all parts of the terms and conditions carefully before acquiring any of the accounts or using any of the payment facilities. You should also keep copies of the terms and conditions for future reference. If you have not received all the parts of the terms and conditions, or if you wish to obtain more information, please contact us.

The terms and conditions are correct as at the date stated on the cover page of this document. We may change any of the information contained in the terms and conditions in accordance with the clause entitled ‘Changes’ in this document.

The first time you use your account or any payment facility applying to your account, you will be deemed to have agreed to be bound by these terms and conditions. Do not use your account or any payment facility until you have read, understood and intend to accept these terms and conditions.

Section A has been removed from this document and inserted into the Business Accounts Schedule.

Section B: Meaning of words

“we”, “us”, “our” and “Newcastle Permanent” means Newcastle Permanent, part of Newcastle Greater Mutual Group Ltd ACN 087 651 992 Australian Financial Services Licence/Australian credit licence 238273. It may also extend to products or agreements operated under our other brands (such as Greater Bank). For example, for combining accounts, set-off and cross-default under agreements with “us”.

“terms and conditions” means these terms and conditions, and the Business Accounts Schedule.

Section C: General (from page 7)

2. Opening an account

2.2 When you apply for an account, we are required by law to identify you and other people associated with you including signatories, beneficial owners, authorised users, your directors if you are a company and all trustees. You must provide us with any information or documents we reasonably require to open an account.

3. Deposits and withdrawals (from page 7)

3.5 We can refuse to allow withdrawals or accept deposits:

- (a) when we believe it may cause us loss;
- (b) to protect our interests;

4. Transaction processing (from page 7)

4.3 For contactless transactions, Australia merchants can decide, without having to notify you, whether the transaction will be processed through Visa or through eftpos. You may incur a Transaction Fee as set out in the Business Accounts Schedule.

5. Interest (from page 7)

5.1 We pay interest on the credit balance of your account in accordance with the Business Accounts Interest Rates Schedule.

5.4 If we do so, we will notify you in line with clause 15. We will only change interest rates and any other feature of how we calculate and pay interest for good reason.

6. Fees and charges (from page 8)

6.3 We may change our fees and charges from time to time (including introducing new fees and charges).

7. Limits applying to your accounts (from page 8)

7.1 Our current default limits are available at newcastlepermanent.com.au/daily-limits or by contacting us. Those limits may be reduced or increased on request by you (subject to the Business Accounts Schedule). If you reset your daily limit above our default limits, this may increase any potential liability with any unauthorised transactions. If you have any concerns about what this may mean for you, please contact us.

Section C: General

2. Opening an account

2.2 When you apply for an account, we are required by law to identify you and other people associated with you including signatories, beneficial owners, authorised users, your directors if you are a company and all trustees. You must provide us with any information or documents we reasonably require to open an account. This may include identification information so that we can verify your identity.

3. Deposits and withdrawals

3.5 We can refuse to allow withdrawals or accept deposits:

- (a) when we reasonably believe it may cause us or you loss;
- (b) to protect our legitimate business interests;

4. Transaction processing

4.3 Please be aware that for contactless transactions, Australia merchants can decide, without having to notify you, whether the transaction will be processed through Visa or through eftpos. You may incur a Transaction Fee as set out in the Business Accounts Schedule.

5. Interest

5.2 Our current interest rates and the method of calculating interest on your account are available at newcastlepermanent.com.au/rates or by contacting us.

5.4 If we do so, we will notify you in line with clause 15. We will only change interest rates and any other feature of how we calculate and pay interest for legitimate business reasons.

6. Fees and charges

6.3 Acting reasonably, we may change our fees and charges from time to time (including introducing new fees and charges).

7. Limits applying to your accounts

7.1 Our current usual limits are available at newcastlepermanent.com.au/daily-limits or by contacting us. Those limits may be reduced or increased on request by you (subject to the Business Accounts Schedule). If you reset your daily limit above our usual daily limits, you may increase your risk of being liable for unauthorised transactions. If you have any concerns about what this may mean for you, please contact us.

<p>8. Overdrawn accounts (from page 8)</p> <p>8.1 Unless you have an overdraft facility, you must not allow your account to become overdrawn.</p> <p>8.3 Allowing your account to become overdrawn does not constitute an offer of credit by us.</p>	<p>8. Overdrawn accounts</p> <p>8.1 Unless you have an overdraft facility, you must not allow your account to become overdrawn (including because a fee has been charged to the account).</p> <p>8.3 Allowing your account to become overdrawn does not constitute an offer of credit by us.</p> <p>IMPORTANT: If you make transactions that result in your account becoming overdrawn, additional fees may apply, interest may be payable and you must repay the overdrawn amount immediately.</p>
<p>10. Statements (from page 8)</p> <p>10.3 You should check your account statement and notify us as soon as possible if you suspect there are any errors or unauthorised transactions.</p>	<p>10. Statements</p> <p>10.3 You should check your account statement and notify us promptly if you suspect there are any errors or unauthorised transactions.</p>
<p>11. Joint accounts (from page 9)</p> <p>11.2 Each of you can operate the account, and we will act on the instructions of any of you. This means that each of you can bind all of you under these terms and conditions. One of you could authorise a transaction in respect of the account, and that transaction would bind each of you.</p> <p>11.4 We may require that an account only be operated with the permission of all of you. On the request by any one joint account holder, we may:</p> <ul style="list-style-type: none"> (a) Change the account approval so that all joint account holders must approve any future withdrawals; or (b) suspend the account to allow you and the other account holder(s) time to reach agreement about dispersal of account funds. 	<p>11. Joint accounts</p> <p>11.2 Unless otherwise told to us by you, each of you can operate the account, and we will act on the instructions of any of you. This means that each of you can bind all of you under these terms and conditions. One of you could authorise a transaction in respect of the account, and that transaction would bind each of you.</p> <p>11.5 Unless you have arranged with us for the account to be operated only on the signatures of all joint account holders, or by another means acceptable to us, we do not require the authority of all joint account holders to operate the account. If a joint holder of an account instructs us to carry out an action, or to carry out a transaction, we will act on the instructions of that account holder only. This means on the request by any one joint account holder, we may:</p> <ul style="list-style-type: none"> (a) Change the account approval so that all joint account holders must approve any future withdrawals; or (b) suspend the account to allow you and the other account holder(s) time to reach agreement about dispersal of account funds.
<p><i>No equivalent clause.</i></p>	<p><i>New cause inserted, subsequent clauses re-numbered.</i></p> <p>11.3 If you have arranged with us for the account to be operated on the signatures of all joint account holders, or by another means acceptable to us, we will only allow the account to be operated in accordance with those instructions. If we do this, a card will not be issued for that account.</p>

12. Authorised users (from page 9)

12.2 The terms and conditions apply to an authorised user in the same way that they apply to you. However, you will be liable for all actions of an authorised user as if the authorised user was 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.

14. Closure of account by you or us (from page 9)

14.1 You may close your account only if it is in credit or has a zero balance.

14.3 Acting reasonably, we may close your account at any time by giving you at least 14 days notice, if appropriate. This prior notice may not be given where:

- (a) You or any authorised user breach any of the terms and conditions;
- (b) We are required by law or court order; or
- (c) We reasonably consider it necessary to protect you or us from fraud or criminal activity.

No equivalent clause.

12. Authorised users

12.2 All applicable account terms and conditions apply to an authorised user in the same way that they apply to you. However, you will be liable for all actions of an authorised user as if the authorised user was you. You should ensure that any authorised user has read all applicable terms and conditions and complies with them. If the authorised user does not comply with the terms and conditions, you will be in default.

IMPORTANT: You are liable for all transactions made by an authorised user of your account. We may provide authorised users with information about your account.

14. Closure of account by you or us

14.1 You may close your account only if it is in credit or has a zero balance (that is, you cannot close an account that is overdrawn).

14.3 Acting reasonably, we may close your account at any time by giving you not less than 14 days notice. At our discretion, we may choose to give you more than 14 days notice if we consider it reasonable and practicable in the circumstances. We may, acting reasonably, give you less than 14 days notice or no notice at all if:

- (a) You or any authorised user materially breach any of the terms and conditions;
- (b) We are required by law or court order; or
- (c) We reasonably consider it necessary to protect you or us from financial and non-financial harm, fraud or criminal activity. Without limiting this clause, we may close your account if we reasonably believe doing so may protect you or another person from harm arising from the use or access to your account in a manner that is abusive. The use of an account in this manner is not tolerated by us.

14.4 If we become aware that an account holder that is a company is deregistered, we will:

- (a) Immediately freeze the account for all activity, including deposits and withdrawals, and notify you that the account has been frozen;
- (b) Where relevant, we will provide you with a reasonable opportunity to reinstate the company; and
- (c) If the company remains deregistered the account will be closed. We will send any credit balance that belonged to the deregistered company to the Australian Securities & Investment Commission (ASIC).

<p>14.4 If your account is closed;</p> <ul style="list-style-type: none"> (d) you may be liable for any transactions that occur after the account is closed (e) we will deduct any unpaid fees and charges from your account; and 	<p>14.5 If your account is closed;</p> <ul style="list-style-type: none"> (d) you will continue to be liable for any transactions that you or any authorised user have made to the account at any time prior to closure (including but not limited to outstanding merchant purchases, card transactions, cash advances and cheques presented), even if the transaction is not reflected on the account until after closure. (e) we will deduct any unpaid fees and charges from your account before repaying to you any credit amount showing in the account; and
<p>15. Changes (from page 10)</p> <p>We may not notify you of changes to these terms and conditions if we are not required to do so by law or any code to which we subscribe.</p>	<p>15. Changes</p> <p>We may not notify you of changes to these terms and conditions if:</p> <ul style="list-style-type: none"> a) We are not required to do so by law or any code to which we subscribe; b) We consider the changes to reduce your obligations; or c) We reasonably consider that the changes are not materially adverse to you.
<p>17. Dispute resolution (from page 11)</p> <p>17.3 If you are unhappy with our response, you have two options:</p> <ul style="list-style-type: none"> 2. If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers. 	<p>17. Making a complaint</p> <p>17.3 If you are unhappy with our response, you have two options:</p> <ul style="list-style-type: none"> 2. If an issue has not been resolved to your satisfaction, and you are a small business you can lodge a complaint with AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.
<p>18. Tax</p> <p>18.2 We recommend you provide us with your Tax File Number (TFN), Australian Business Number, or a TFN exemption. If you choose not to provide these to us, or you are not an Australian non-resident, we will deduct tax from interest earned on your account (consistent with your legal obligations).</p>	<p>18. Taxation</p> <p>18.2 We are authorised by the Income Tax Assessment Act 1936 to collect your Tax File Number (TFN) for lawful purposes, including disclosure to the Australian Tax Office (ATO).</p> <p>18.3 It is not compulsory to provide your TFN and it is not an offence if you decline to do so. If you choose not to provide us with your TFN, Australian Business Number, or a TFN exemption for tax purposes, we may be required by law to deduct Pay as You Go (PAYG) withholding tax from interest earned on your account. If you are a non-resident, we are required by law to deduct withholding tax from interest earned at the non-resident prescribed rate.</p>

<p><i>No equivalent clause.</i></p>	<p>19. Confidentiality</p> <p>19.1 We will take reasonable steps to maintain the confidentiality of your account and personal details. However, there may be circumstances when we are obliged to disclose your account details or other personal information, for example 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. Our Privacy and Credit Reporting Policy (Privacy Policy) sets out how we do this. You should read our Privacy Policy which is available on our website at newcastlepermanent.com.au/privacy-policy. You can also contact us to request a copy.</p>
<p><i>No equivalent clause.</i></p>	<p>20. Customer Owned Banking Code of Practice</p> <p>20.1 If you are a small business customer, the Customer Owned Banking Code of Practice may apply to the use of your account or payment facilities available with your account. Where it applies, we will comply with the Customer Owned Banking Code of Practice. You can view a copy of the Banking Code on our website or ask us for a hard copy in branch or over the phone.</p>
<p>20. Miscellaneous (from page 12)</p> <p>20.5 If you are a club, lodge, or society, you must tell us as soon as possible about changes to official positions. If you are a company, you must tell us as soon as possible about changes to your registration.</p>	<p>22. Miscellaneous</p> <p>22.5 If you are a club, lodge, or society, you must tell us promptly about changes to official positions. If you are a company, you must tell us promptly about changes to your registration.</p>
<p>20.11 You may be aware that the Australian Government has set up the Financial Claims Scheme. The Financial Claims Scheme (commonly referred to as the Australian Government deposit guarantee) was established in October 2008. Its purpose is to protect depositors of authorised deposit-taking institutions and policy holders of general insurers from potential loss due to the failure of these institutions. The Australian Prudential Regulation Authority (APRA) is responsible for the administration of the Financial Claims Scheme. For authorised deposit-taking institutions the scheme provides protection to depositors up to the limit of the scheme and seeks to provide depositors with timely access to their deposits in the unlikely event of the failure of their authorised deposit-taking institution. Accessibility to the Financial Claims Scheme is subject to eligibility requirements. Refer to newcastlepermanent.com.au/fcs for information on the financial claims scheme limit. Further information can be found from the APRA website at www.fcs.gov.au.</p>	<p>22.11 If you have a deposit account with us, in certain circumstances you may be entitled to a payment under the Financial Claims Scheme (FCS). The FCS provides protection to depositors of authorised deposit-taking institutions (ADI), subject to a limit for each depositor, and seeks to provide depositors with timely access to their deposits in the unlikely event of the failure of their ADI. Refer to newcastlepermanent.com.au/fcs for information on the financial claims scheme limit. Further information can be found from the APRA website at www.fcs.gov.au.</p>

<p>20.10 You must advise us as soon as practicable if these details change, or if your telephone is lost or stolen.</p>	<p>20.10 You must advise us promptly if these details change, or if your telephone is lost or stolen.</p>
<p>Section D: Accessing your account (from page 13)</p> <p>21. Your codes</p> <p>21.5 Subject to any other provision of the terms and conditions, we are not liable for any such unauthorised instructions, unless these are caused by our fraud, gross negligence or wilful misconduct.</p>	<p>Section D: Accessing your account</p> <p>23. Your codes</p> <p>23.5 Subject to any other provision of the terms and conditions, we are not liable for any such unauthorised instructions, unless these are caused by our mistake, error, fraud, gross negligence or wilful misconduct or that of our employees, agents, or a receiver we appoint.</p>
<p>26. Lost or stolen card or codes (from page 14)</p> <p>26.7 However, you must continue to attempt to contact us so that we can be made aware of the loss, theft or unauthorised use/knowledge of a card or code within a reasonable time of our unavailable facilities becoming available again.</p>	<p>28. Lost or stolen card or codes</p> <p>28.7 However, you must continue to attempt to contact us until you are successful in contacting us so that we can be made aware of the loss, theft or unauthorised use/knowledge of a card or code within a reasonable time of our unavailable facilities becoming available again.</p>
<p>26.8 Any unreasonable delay in notifying us of the loss, theft or unauthorised use/knowledge of a card or code may mean you are liable for some or all of the loss incurred as a result of unauthorised access or transactions made using your card or codes.</p>	<p>28.8 Any unreasonable delay caused by you in notifying us of the loss, theft or unauthorised use/knowledge of a card or code may mean you are liable for some or all of the loss incurred as a result of unauthorised access or transactions made using your card or codes.</p>
<p>28. Liability for unauthorised transactions involving a card, PIN or access codes (from page 14)</p> <p>28.1 You will not be liable for losses:</p> <ul style="list-style-type: none"> (a) caused by the fraudulent or negligent conduct of our employees or agents or companies involved in networking arrangements or a merchant or their employees or agents; (b) that arise from unauthorised transactions which required the use of your card, PIN or access code or an authorised user's card, PIN or access code and that occurred before you or an authorised user (as applicable) received that card, PIN or access code. 	<p>30. Liability for unauthorised transactions involving a card, PIN or access codes</p> <p>30.1 You will not be liable for losses that arise from unauthorised transactions if the cause of the loss is any of the following:</p> <ul style="list-style-type: none"> (a) fraud or negligence of our employees or agents or a third party involved in networking arrangements or a merchant or their employees or agents; (b) a transaction requiring the use of your (or an authorised user's) card, PIN or passcode, that occurred before you (or an authorised user) received the card, PIN or passcode. This applies to a reissued cards.

29. Cancelling or suspending a payment facility (from page 15)

29.2 Without limiting the circumstances in which we may cancel or suspend a payment facility, we may cancel or suspend:

- (a) a payment facility if we believe member numbers or codes are being used, or will be used, in a way that will cause loss to you or us;
- (g) a payment facility if we deem your use is inappropriate;
- (j) a payment facility used for the transmission of any defamatory, offensive, abusive, indecent or harassing material. We may cancel or suspend any payment facility without notice should you engage in this type of behaviour.

29.3 If we cancel or suspend a payment facility in accordance with this clause we will notify you as soon as practicable afterwards.

29.5 If we cancel or suspend your access to a payment facility, we may refuse any transaction initiated through that payment facility without giving any reason or advance notice to you.

Part 2: Cards (from page 15)

30. About your card

30.1 You must be 18 years of age or over to apply for a card.

37. Authorising a transaction (from page 18)

37.1 Some transactions require authorisation from us. We can refuse to authorise a proposed transaction if:

- (c) for any other reason we consider necessary to protect our interests (in some cases these decisions may be made by our computer systems, applying business rules that are intended to prevent losses to us, our members, or others).

31. Cancelling or suspending a payment facility

31.2 Without limiting the circumstances in which we may cancel or suspend a payment facility, we may cancel or suspend:

- (a) a payment facility if we reasonably believe member numbers or codes are being used, or will be used, in a way that will cause loss to you or us;
- (g) a payment facility if we deem your use is inappropriate (acting reasonably);
- (j) a payment facility used for the transmission of any defamatory, offensive, abusive, indecent or harassing material. We may cancel or suspend any payment facility without notice should you engage in this type of behaviour. The use of a payment facility in this manner is not tolerated by us; or
- (k) a payment facility if we reasonably believe doing so may protect you or another person from harm arising from the use or access to the payment facility in a manner that is abusive.

31.3 If we cancel or suspend a payment facility in accordance with this clause we will endeavour to give you prior notice unless it is not practical to do so.

29.5 If we cancel or suspend your access to a payment facility, we may refuse any transaction from being initiated or processed through that payment facility without giving any reason or advance notice to you.

Part 2: Cards

32. About your card

32.1 Unless otherwise approved by us, you must be 18 years of age or over to apply for a card linked to a business account to which terms and conditions apply.

39. Authorising a transaction

39.1 Some transactions require authorisation from us. We can refuse to authorise a proposed transaction if:

- (c) for any other reason we consider reasonably necessary to protect our interests (in some cases these decisions may be made by our computer systems, applying business rules that are intended to prevent losses to us, our members, or others).

Part 3: Internet banking (from page 18)

39. Authorised internet banking users

39.2 You are wholly liable for any loss or damage you or a third party suffers as a result of us acting upon those instructions.

43. Availability (from page 18)

43.1 We are not liable to you for or in connection with any loss or damages you incur as a result of:

Part 4: BPAY® (from page 19)

55. Liability for mistaken payments, unauthorised transactions and fraud

Otherwise, except as set out in this clause 55 and clause 59, we will not be liable for any loss or damage you suffer as a result of using BPAY.

59. Consequential damage – BPAY (from page 22)

59.1 We are not liable for any consequential loss or damage you suffer as a result of using BPAY, other than due to any loss or damage you suffer due to our negligence or any law which we may breach.

Part 5: Batch payments (from page 22)

63. Liability for mistaken payments, unauthorised transactions and fraud

63.3 However, if that person does not refund you the amount of the fraud-induced payment, you must bear the loss, unless the loss is caused by our fraud, gross negligence or wilful misconduct.

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

- (a) did not observe any of your obligations under these terms and conditions; or
- acted negligently or fraudulently in connection with these terms and conditions.

Part 3: Internet banking

41. Authorised internet banking users

41.2 You are wholly liable for any loss or damage you or a third party suffers as a result of us acting upon those instructions except to the extent that any such loss or damage is due to our mistake, error, fraud, negligence or wilful misconduct, or that of our employees or agents.

45. Availability

45.1 Subject to any warranties implied by law that cannot be excluded, we are not liable to you for or in connection with any loss or damages you incur as a result of:

Part 4: BPAY®

57. Liability for mistaken payments, unauthorised transactions and fraud

57.1 Otherwise, except as set out in this clause 55 and clause 59, we will not be liable for any loss or damage you suffer as a result of using BPAY, except to the extent caused by our mistake, error, fraud, negligence or wilful misconduct or that of our employees or agents.

61. Consequential damage – BPAY

61.1 We are not liable for any consequential loss or damage you suffer as a result of using BPAY, other than due to any loss or damage you suffer due to our negligence or that of our employees or agents, or due to any law which we may breach.

Part 5: Batch payments

65. Liability for mistaken payments, unauthorised transactions and fraud

65.3 However, if that person does not refund you the amount of the fraud-induced payment, you must bear the loss, unless the loss is caused by our mistake, error, fraud, gross negligence or wilful misconduct or that of our employees or agents.

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

- (a) did not observe any of your obligations under these terms and conditions; or
- (b) acted negligently or fraudulently in connection with these terms and conditions; except to the extent the loss or damage is caused by our mistake, error, fraud, gross negligence or wilful misconduct or that of our employees or agents.

Part 6: Automatic transfers (from page 23)

69. Our liability

69.1 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 you using the automatic transfer service or any delay, omission or failure in respect of any payment.

Part 7: Cheques (from page 24)

78. Our liability

78.1 In addition to any matters already outlined within these terms and conditions, we accept no liability for:

- (a) any delay or failure in effecting a transaction on your behalf, unless the delay or failure is caused by our fraud, gross negligence or wilful misconduct;

Part 6: Automatic transfers

71. Our liability

71.1 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 you using the automatic transfer service or any delay, omission or failure in respect of any payment except to the extent the loss or damage is caused by our mistake, error, fraud, gross negligence or wilful misconduct or that of our employees or agents.

Part 7: Cheques

80. Our liability

80.1 In addition to any matters already outlined within these terms and conditions, we accept no liability for:

- (a) any delay or failure in effecting a transaction on your behalf, unless the delay or failure is caused by our error, mistake, fraud, gross negligence or wilful misconduct;

Summary of changes to the Schedule

Current words

Business Accounts Schedule (cover page)

Dated: 1 March 2023

Introduction (from page 2)

This document contains important information about our Business Cheque Account, Business Cash Management Account, Club Account, Real Estate Trust Account, Solicitor's Trust Account and associated payment facilities, and forms part of the terms and conditions applying to those accounts. This document should be read together with the Terms and Conditions for Business Accounts and the Business Accounts Interest Rates Schedule.

About fees and charges (from page 2)

Some transaction fees will accrue during the calendar month when the event happens and will be charged to your account at the end of that month.

If you use a non-Newcastle Permanent ATM to transact on your account (including overseas), then another financial institution may charge you to do so. If this happens, that fee will be debited from your account when you undertake the relevant transaction.

Updated words

Business Accounts Schedule (cover page)

Dated: 27 June 2024

Introduction

This document contains important information about our Business Cheque Account, Business Cash Management Account, Club Account, Real Estate Trust Account, Solicitor's Trust Account and associated payment facilities, and forms part of the terms and conditions applying to those accounts. This document should be read together with the Terms and Conditions for Business Accounts, which together make up the terms and conditions applying to your account.

About fees and charges

Some transaction fees will accrue during the calendar month when the event happens and will be charged to your account at the end of that month – we will tell you in the fee description if this is the case.

If you use a non-Newcastle Permanent ATM to transact on your account (including overseas), then another financial institution may charge you a fee to do so. If this happens, that fee will be debited from your account when you make the relevant transaction.

<i>No equivalent clause.</i>	Section A: Key features statement from the Terms and Conditions for Business Accounts has been moved into Section 1 of this Product Schedule as Section 1: Key features statement . Subsequent sections have been re-numbered.
Section 2: Regular fees and charges (from page 3) Withdrawal Fee, payable each time a withdrawal is made from your account, where you arrange a withdrawal this over the counter from one of our branches.	Section 2: Regular fees and charges Withdrawal Fee, payable each time a withdrawal is made from your account, where you arrange a withdrawal over the counter from one of our branches.
Cash Advance Fee, payable when you perform cash withdrawals using your Visa Debit card:	Cash Advance Fee, payable each time when you perform a cash withdrawals using your Visa Debit card:
Section 3: Other fees and charges (from page 4) Account Overdrawn Fee, payable at the end of the business day when your account becomes overdrawn, and payable at the end of the business day when your already overdrawn account is further overdrawn.	Section 3: Other fees and charges Account Overdrawn Fee, payable at the end of any business day on which your account becomes overdrawn, and payable at the end of the business day when your already overdrawn account is further overdrawn.
Deposit Book Fee, payable when we issue you a deposit book.	Deposit Book Fee, payable each time we issue you a deposit book.
Direct Debit Request Fee, payable when we debit an account at another financial institution at your request.	Direct Debit Request Fee, payable each time we debit an account at another financial institution at your request.
Direct Debit Dishonour Fee, payable when we attempt to debit another account, but payment is dishonoured because there is not enough money to pay (the other account could be with us or another financial institution).	Direct Debit Dishonour Fee, payable each time we attempt to debit another account, but payment is dishonoured because there is not enough money to pay (the other account could be with us or another financial institution).
Dishonoured Cheque Fee, payable when a cheque drawn by you is dishonoured by us, because there is not enough money in your account to pay the cheque, or for another reason (such as the cheque being signed incorrectly, or there being another error on the cheque).	Dishonoured Cheque Fee, payable each time a cheque drawn by you is dishonoured by us, because there is not enough money in your account to pay the cheque, or for another reason (such as the cheque being signed incorrectly, or there being another error on the cheque).
Document Fee, payable when you request copies of documents from us (like statements), or you ask us to verify that a transaction was performed on your account.	Document Fee, payable each time you request copies of documents from us (like statements), or you ask us to verify that a transaction was performed on your account.
Certificate Fee, payable when you request a Certificate of Balance or Audit Certificate.	Certificate Fee, payable each time you request a Certificate of Balance or Audit Certificate.
Miscellaneous Service Fee, payable when you request information from us, and your request is not covered by the document fee or certificate fee.	Miscellaneous Service Fee, payable each time you request information from us, and your request is not covered by the document fee or certificate fee.
Excess Cash Deposit Fee, payable when you deposit more than \$50 worth of coins with us.	Excess Cash Deposit Fee, payable each time you deposit more than \$50 worth of coins with us.
Cheque Replacement Fee, payable when you request that we replace a cheque we have drawn on your behalf.	Cheque Replacement Fee, payable each time you request that we replace a cheque we have drawn on your behalf.
Overdraft Excess Fee, payable when your account becomes overdrawn beyond your overdraft limit.	Overdraft Excess Fee, payable each time your account becomes overdrawn beyond your overdraft limit.

Replacement Card and PIN Fee, payable when you request a replacement Visa Debit card or PIN.	Replacement Card and PIN Fee, payable each time you request a replacement Visa Debit card or PIN.
Stop Payment Fee, payable when you request that we stop a cheque.	Stop Payment Fee, payable each time you request that we stop a cheque.
Overseas Transaction Conversion Fee, payable when you use your Visa Debit card to perform a transaction overseas or where a merchant processes the payment overseas (whether or not the payment is in Australian dollars).	Overseas Transaction Conversion Fee, payable each time you use your Visa Debit card to perform a transaction overseas or where a merchant processes the payment overseas (whether or not the payment is in Australian dollars).