



SUPPLEMENTARY TERMS AND CONDITIONS

Changes to Terms and Conditions for Business+ Credit Cards

Effective 1 December 2018

Issued by Newcastle Permanent Building Society Limited ACN 087 651 992, Australian Credit Licence/Australian Financial Services Licence 238273.
307 King Street, Newcastle West NSW 2302

About this document

This document contains important information regarding changes to the Business+ Credit Card Conditions of Use, dated 27 August 2017 and your Commercial Letter of Offer (together, the Business+ Credit Card Terms and Conditions).

These Supplementary Terms and Conditions cover:

- changes to the laws relating to credit card contracts;
- clarifying the description of a cash advance transaction; and
- clarifying the description of the circumstances in which a Foreign Currency Conversion Fee may be payable.

From **1 December 2018**, the following changes are made to the Business+ Credit Card Conditions of Use dated 27 August 2017:

Clause 1 – Meaning of words

In clause 1, the existing definition of “**cash advance**” is deleted in full and replaced with the following:

“**cash advance**” means a transaction on a card account to:

- draw cash from the credit card account using electronic equipment or at a financial institution; or
- make cash equivalent transactions, such as traveller’s cheques or gambling transactions; or
- transfer, or arrange for the transfer of, funds from the credit card account to another account where available.

Clause 5.3 Request to change limits

Clause 5.3 is deleted in full and replaced with the following:

You may ask us to change the facility limit. Any request to increase your facility limit is subject to our usual credit assessment procedure.

You may also ask us to change any card limits at any time (provided the overall card limits do not exceed the facility limit).

If you increase your facility limit or a card limit, 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.

You may reduce your facility limit by doing each of the following:

- give us notice by calling us on 13 19 87 or visiting a branch; and
- ensure your outstanding balance (including any interest or fees accrued but not yet debited to your account) is less than your requested reduced facility limit.

Minimum credit limits apply. For further details, contact us.

Clause 26 – Interest

Clauses 26.1, 26.2, 26.3, 26.4 and 26.5 are deleted in full and replaced with the following:

26.1 Interest-free period for purchases

We will notify you of any interest-free period and the maximum length of the interest-free period for your facility in your letter of offer. The interest-free period is only available on purchases. The actual interest-free period you receive for a purchase may be less than the maximum interest-free period for your facility, due to the date on which the purchase is made and the date on which a statement period ends.

If you want to make use of the interest-free period, each month you must pay the closing balance owing (including any accrued interest, fees and charges) on each statement in full by the due date. If you do not pay the closing balance in full by the due date, you will no longer receive an interest-free period for new purchases until the next time you pay your closing balance in full by the due date.

26.2 How interest is calculated

We calculate the interest we charge by using the daily percentage rates applying to the facility. The daily percentage rate is calculated by dividing the applicable annual percentage rate by 365 (366 days in a leap year). For example, the daily percentage rate for the purchase rate is calculated by dividing the purchase rate by 365 (366 days in a leap year).

26.3 Interest on purchases

Subject to clause 26.1, we charge interest on purchases debited to the card account and on any unpaid interest relating to purchases at the purchase rate.

If you do not pay the closing balance in full by the due date, interest will be calculated on the following amounts:

- the unpaid closing balance, from the day after the due date;
- purchases made on or prior to the due date, from the day after the due date; and
- purchases made after the due date, from the date of the purchase.

For any statement period there may be some purchase amounts on which we charge interest and some on which we do not charge interest.

For example:

- if a cardholder has made purchases during a statement period and is eligible to receive interest-free days for those purchases (but has incurred a fee during that statement period), we do not charge interest on those purchases but we may charge interest on the fee incurred during the statement period;
- if you did not pay the closing balance in full by the due date, then you will incur interest on all purchases made after the due date, from the date of the purchase up until the date you pay the balance in full.

For all outstanding amounts on which interest is payable, we calculate interest on those repayable amounts for a statement period in three steps:

- (a) first, we average the outstanding daily amount on the card account during the statement period for purchases on which we charge interest and accrued unpaid interest relating to purchases which have been charged to the account over the statement period;

- (b) then we multiply this average by the daily purchase rate applying to the card account; and
- (c) finally, we multiply this amount by the number of days in the statement period, or from the last due date, if the full closing balance was not paid in full on the due date.

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

26.4 Interest on balance transfers and cash advances

We charge interest on balance transfers debited to the card account and on any unpaid interest relating to balance transfers at the balance transfer rate.

We charge interest on cash advances debited to the card account and on any unpaid interest relating to cash advances at the cash advance rate.

For all outstanding amounts on which interest is payable, we calculate the interest on balance transfers and cash advances for a statement period in three steps:

- (a) first, we average the outstanding daily amount of the balance transfers plus any accrued unpaid interest relating to balance transfers which have been charged to the account over the statement period. We also average the outstanding daily amount of cash advances plus any accrued unpaid interest relating to cash advances which have been charged to the card account over the statement period;
- (b) then we multiply the average balance transfer amount calculated in the preceding step by the daily balance transfer rate applying to your card account. The daily percentage rate for balance transfers is calculated by dividing the balance transfer rate applying to the card account by 365 days (366 days in a leap year). We also multiply the average cash advance amount calculated in the preceding step by the daily cash advance rate applying to the card account. The daily percentage rate for cash advances is calculated by dividing the cash advance rate applying to the card account by 365 days (366 days in a leap year); and
- (c) finally, we multiply the amounts calculated in the preceding steps by the number of days in the statement period.

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

26.5 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; and
- > once you repay your debt, for any interest owing on the balance prior to the card account being repaid in full.

Clause 35 – Termination of the facility

Clause 35 is deleted in full and replaced with the following:

You may terminate the facility at any time if you do each of the following:

- (a) give us notice by sending a request via our website www.newcastlepermanent.com.au, calling us on 13 19 87, or visiting a branch;
- (b) destroy all cards;
- (c) pay the total balance owing on the card account; and
- (d) cancel, and ensure that any cardholder cancels, all direct debits and recurring transactions or payment authorities established on the card account.

Upon confirmation of the above, we will then cancel any cards attached to the facility and terminate the credit card contract.

We may terminate the facility at any time by giving you at least 30 days notice (except prior notice is not required where we consider earlier termination is required to protect your or our legitimate interests). If we terminate the facility you must:

- (a) destroy all cards; and
- (b) pay the total balance owing on the card account.

On termination of the facility by you or us:

- (a) you continue to be responsible for any liabilities you incur before termination of the facility; and
- (b) interest, fees and charges and our enforcement expenses will continue to accrue on the card account until the balance owing is reduced to nil; and
- (c) you are responsible for cancelling or ensuring that each cardholder cancels any direct debits, recurring transactions or payment authorities that are linked to a card account before termination.

From **1 December 2018**, your Commercial Letter of Offer is amended as follows:

In the **Fees** section of the financial table, the description of "Foreign currency conversion fee" is deleted in full and replaced with the following:

Foreign Currency Conversion Fee – Applies when a card is used to perform a transaction overseas or where a merchant processes the payment overseas (whether or not the payment is in Australian dollars). The fee is calculated as a percentage of the total foreign currency transaction amount and is debited to your account at the time of each transaction.	3.00% of the total foreign currency transaction amount
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In all other respects, the information contained in the Business+ Credit Card Terms and Conditions remains unchanged.