



# Terms and Conditions for Business Accounts

Business Cheque Account

Business Cash Management Account

Club Account

Real Estate Trust Account

Solicitor's Trust Account

Dated: 27 August 2017

# About this document

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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.

## Business Cheque Account

## Business Cash Management Account

## Club Account

## Trust Accounts

- > Real Estate Trust Account
- > Solicitor's Trust Account

## Payment facilities

- > Cheque facility
- > Visa debit card and Cashcard
- > Internet banking
- > BPAY®
- > Batch payments
- > Automatic transfer

The terms and conditions are issued by:

Newcastle Permanent Building Society Limited  
ACN 087 651 992  
Australian Financial Services Licence and Australian Credit Licence 238273

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

307 King Street  
Newcastle West NSW 2302  
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# Section A: Key features statement

## About your account

The accounts governed by these terms and conditions are designed for different purposes. It is important that you select an account which most closely suits your needs. The table below sets out the main features of each account.

## Product summary table

	<b>Business Cheque Account</b>	<b>Business Cash Management Account</b>	<b>Club Account</b>	<b>Real Estate Trust Account</b>	<b>Solicitor's Trust Account</b>
Account purpose	Everyday business transaction account	High interest at call-account for business	Everyday transaction account	Holding client funds pending settlement of property purchases and depositing of rental monies	Holding client payments relating to property, conveyancing, estate settlements, investments and other trust monies
Available to	Sole traders, partnerships and companies	Sole traders, partnerships and companies	Clubs and associations	Licensed real estate agents	Solicitors
Business Cheque Account to be opened and maintained in conjunction with this account	N/A	N/A	N/A	✓	✓
Minimum opening balance	\$1	\$1	\$1	\$1	\$1
Overdraft facility available	✓	✗	✗	✗	✗
<b>Interest</b>					
Interest calculated	Daily	Daily	Daily	Daily	Daily
Interest credited	Quarterly	Monthly	Quarterly	Monthly	Monthly
Interest credited to	Back into account	Back into account or any at-call deposit account	Back into account	Office of Fair Trading	New South Wales Law Society
<b>Payment facilities available</b>					
Card access	✓	✓	✓	✗	✗
Cheque facility	✓	✓	✓	✓	✓
Internet banking	✓	✓	✓	✓	✓
BPAY® (registered to BPAY Pty Ltd ABN 69 079 137 518)	✓	✓	✓	✓	✓
Batch payments	✓	✓	✓	✓	✓
Automatic transfers	✓	✓	✓	✓	✓
<b>Fees*</b>					
Account keeping fees payable	✓	✗	✗	✓	✓
Transaction fees payable	✓	✓	✓	✓	✓

\*Other fees and charges may be payable. See the Business Accounts Schedule for further details.

## Section B: Meaning of words

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In the terms and conditions some words have special meanings as set out in this section.

**“access method”** means any method through which users can give us instructions using electronic equipment to debit or credit an EFT account. An access method comprises of one or more components including cards, PINs or a combination of these, Visa contactless, EFTPOS contactless and the Visa easy payment service. It does not include a method where comparison of a user’s manual signature to a specimen signature is required to authenticate an instruction.

**“access code”** means a passcode (also referred to as ‘Password’ on internet banking);

- (a) used in conjunction with your member number to access internet banking;
- (b) used with a mobile device to access our internet banking service; or
- (c) sent to your mobile telephone number to authenticate an internet banking service.

**“account”** means the account or accounts we establish in your name or in your name jointly with another person or persons.

**“additional cardholder”** means a person that is authorised by you to access and operate your account with a card.

**“alert service”** means an alerts service providing you with information about your registered accounts and payment facilities by SMS to your nominated mobile telephone number or via email to your nominated email address.

**“ATM”** means an automatic teller machine.

**“authorised user”** means you or any person authorised to operate your account and includes an additional cardholder.

**“automatic transfer”** means an authority and request by you to us to debit a specified amount from your account and to credit that amount to another account held by you or someone else either with us or with another financial institution (but excludes batch payments).

**“BECS”** means the Bulk Electronic Clearing System.

**“biller”** means an organisation which issues bills to you which can be paid through BPAY®.

**“BPAY®”** means the electronic payment scheme operated by BPAY® Pty Ltd through which an authorised user can instruct us to make payments to billers who can accept payments made to them through this scheme. (®Registered to BPAY Pty Ltd ABN 69 079 137 518.)

**“BPAY® payment”** means a payment which an authorised user has instructed us to make to a biller through the BPAY® Scheme.

**“BPAY View®”** means the electronic bill payment service operated by BPAY® Pty Ltd that enables you to view and pay your bills online when you use our internet banking service.(®Registered to BPAY Pty Ltd ABN 69 079 137 518.)

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

**“card”** means any Cashcard or Visa debit card (including a contactless-enabled card) issued by us for your account.

**“Cashcard”** means a card issued by us for your account which can be used in an ATM and EFTPOS terminals within Australia but cannot be used at a contactless terminal.

**“code”** means information (including a PIN and an access code) for use (in the manner we specify) in electronic equipment to access the account.

**“contactless-enabled card”** means any Visa payWave-enabled card and/or EFTPOS contactless-enabled card issued by us for your account.

**“contactless transaction”** means a transaction using a contactless-enabled card or a device for the purchase of goods and/or services using a contactless terminal.

**“contactless terminal”** (also known as a “contactless reader”) means an approved point of sale terminal that can process a contactless transaction through either Visa or EFTPOS, available at participating merchants only.

**“EFTPOS”** means a point of sale electronic payment facility.

**“EFTPOS contactless”** is a payment method provided by EFTPOS through which a customer holding an EFTPOS contactless-enabled card can make a purchase by holding the card in front of a contactless terminal without having to insert or swipe the card or provide a PIN or signature as verification, for an amount totalling less than the predetermined maximum value.

**“EFTPOS contactless-enabled card”** means a Visa debit card which displays a distinctive EFTPOS contactless symbol and which has been activated for use with a contactless terminal.

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

**“EFT transaction”** means a transfer of funds initiated through electronic equipment using an access method to debit or credit an EFT account. An EFT transaction includes, a transaction undertaken using a card and a PIN via EFTPOS or an ATM, a transaction undertaken using a Visa debit card only through Visa contactless, EFTPOS contactless or the Visa easy payment service, or a transaction undertaken using internet banking.

**“electronic equipment”** includes an electronic terminal (such as but not limited to an ATM, EFTPOS and Contactless terminal), computer and all kinds of telephones and mobile devices with required capability.

**“eStatement”** means an electronic version of your statement and includes a statement issued by email.

**“foreign ATM”** means an ATM within Australia that is not a Newcastle Permanent ATM or a Westpac Group ATM.

**“internet banking”** means our internet banking service accessed via [newcastlepermanent.com.au](http://newcastlepermanent.com.au) or by an application issued by us, if you have registered for the internet banking service in accordance with these terms and conditions.

**“internet banking transfer payment”** (referred to as ‘Pay Anyone’ on internet banking) means an automatic transfer originated online via internet banking made from a registered account to any account that can be identified by a BSB number and an account number using the internet banking transfer facility. It does not include amendments to or activations of automatic transfers that have been originated under your signed authority, a BPAY® payment or transfers between your registered accounts.

**“member number”** (referred to as ‘Customer ID’ on internet banking) means a number we issue to you when you apply for access to internet banking and includes any changes to or replacement of that number.

**“overdraft facility”** means the overdraft facility provided to you under any agreement you have with us.

**“overdraft facility limit”** means the credit limit or facility limit applicable to any overdraft facility.

**“payment facility”** means each of the following services offered by us: cheque facility, card, internet banking, BPAY®, EFTPOS, batch payment, and automatic transfer.

**“PIN”** means the personal identification number issued by us or selected by you to use in conjunction with your card.

**“reference number”** means any number we issue in respect of transactions such as a transaction reference number issued through internet banking or a BPAY® payment reference number.

**“registered account”** means any account held with us which we notify you is registered for internet banking.

**“SMS”** means a digital telephone short message service.

**“terminal”** means an electronic device (including an ATM, point of sale terminal such as EFTPOS or a contactless terminal or any other electronic funds transfer device) in which a card may be used to operate an account, but does not include internet banking.

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

**“trust account”** means the Real Estate Trust account and Solicitor’s Trust account (as applicable).

**“Visa”** means Visa Worldwide Pte. Ltd.

**“Visa account updater service”** means the service provided by Visa that enables the secure electronic exchange of updated account information among participating Visa card issuers, merchants and acquirers and also supports the issuer’s use of other Visa services.

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

**“Visa cash back”** means a service provided by Visa through which a customer holding a chip enabled Visa debit card can receive cash out with or without making a purchase, by inserting the card, pressing ‘credit’, and providing a PIN as verification in an EFTPOS terminal available at participating merchants.

**“Visa contactless”** (also known as “Visa payWave”) is a payment method provided by Visa through which a customer holding a Visa payWave-enabled card can make a purchase by holding the card in front of a contactless terminal without having to insert or swipe the card or provide a PIN or signature as verification, for an amount totalling less than the predetermined maximum value.

**“Visa debit card”** means a Visa debit card (including a contactless-enabled card) issued by us linked to your account which can be used to purchase goods and services wherever Visa is accepted.

**“Visa easy payment service”** means the service provided by Visa through which a customer can make a purchase via an EFTPOS terminal at participating merchants by inserting or swiping a Visa card at the terminal alone without providing a PIN or signature as verification, for an amount totalling less than the predetermined maximum value.

**“Visa payWave-enabled card”** means a Visa card which displays a distinctive contactless symbol and/or Visa payWave logo.

**“Westpac Group ATM”** means the network of ATMs operated by the Westpac Group details of which can be obtained by visiting [newcastlepermanent.com.au/locateus](http://newcastlepermanent.com.au/locateus), or by contacting us.

**“we”, “us”, “our”** and **“Newcastle Permanent”** means Newcastle Permanent Building Society Limited, ACN 087 651 992, Australian Financial Services Licence/Australian Credit Licence 238273.

**“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. In these terms and conditions, references to “you” and “your” also includes an authorised user, where the clauses in that Part deal with access to payment facilities.

The singular includes the plural and vice versa.

A reference to:

- > writing includes legible forms of electronic communication (such as email);
- > a document or agreement includes any variation or replacement of it;
- > law means common law, principles of equity, and laws made by parliament (and laws made by parliament include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them);
- > any thing includes the whole and each part of it; and
- > a person includes an individual, a firm, a body corporate, an unincorporated association or an authority.

# Section C: General

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## 1. Membership

- 1.1 This clause is only relevant if you are not already a guarantee member of us. You must be a guarantee member of us to operate an account.
- 1.2 To become a guarantee member of us, you are required to deposit a minimum of \$1.00 into your account. While you may be able to open an account without making an initial deposit, you will not become a guarantee member until you make the initial \$1 deposit.
- 1.3 If we are wound up while you are a member or within one year after you cease to be a member you may be liable for an amount of \$1.00.
- 1.4 More information on being a guarantee member is set out in our constitution.

## 2. Opening an account

- 2.1 You can apply to open an account at any of our branches.
- 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.
- 2.3 If you have a trust account, you must also open and maintain a Business Cheque Account in the same name. Fees and charges incurred in respect of your trust account will be debited to your Business Cheque Account. If your Business Cheque Account is closed, your trust account will also be closed.
- 2.4 Subject to the requirements of any law, we may decline to open an account or provide a payment facility if we reasonably believe the account may be used in a way that may cause loss to you or us, or to otherwise protect our interests acting reasonably.

## 3. Deposits and withdrawals

- 3.1 You may make deposits to your account:
- (a) by direct credit, including through internet banking; and
  - (b) in person at any branch.
- 3.2 Subject to any restrictions set out in these terms and conditions, you may make withdrawals from your account:
- (a) in person at any branch;
  - (b) at one of our ATMs, a Westpac Group ATM, or a foreign ATM;
  - (c) at an EFTPOS terminal;
  - (d) at a contactless terminal;
  - (e) by writing a cheque;
  - (f) using internet banking;
  - (g) by arranging a direct debit with a third party; and
  - (h) at a contactless terminal, if you have a contactless-enabled card attached to your account.

- 3.3 You must have access to the relevant payment facility in order to withdraw from or deposit to your account in using that payment facility. We may allow you to make withdrawals or debits from your account in other ways. If we do this, we can impose further terms and conditions for those arrangements acting reasonably.

- 3.4 We will credit payments to your account as soon as practicable in accordance with clause 4, however, payments will not be processed and made available to you until we have received the payment as cleared funds.

- 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;
  - (c) to comply with any law, or to prevent the breach of any law;
  - (d) in other circumstances set out in these terms and conditions.

- 3.6 There are limits on amounts that you can withdraw from your account. Our current daily limits are set out in the Business Accounts Schedule. We may vary the amount of these limits from time to time.

- 3.7 We can impose a limit on your account(s) or vary existing limits to:
- (a) restrict the amount an authorised user can withdraw over the counter at our branches; or
  - (b) restrict the amount an authorised user can withdraw using different access methods (such as an ATM or EFTPOS facility, or online via internet banking);

if you request us to, or if we reasonably believe that doing so is necessary to prevent loss being incurred by you or us, or in order to protect our interests under these terms and conditions.

## 4. Transaction processing

- 4.1 We will process debits and credits made to your account as soon as practicable. In most cases, transactions will be assigned the date on which they are actually made. In some situations, we may assign another date to that transaction where deemed necessary by us acting reasonably.
- 4.2 Acting reasonably, we may adjust debits and credits to your account to accurately reflect ours and your legal obligations (for example, because of an error or because a cheque is dishonoured).
- 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

- 5.1 We pay interest on the credit balance of your account in accordance with the Business Accounts Interest Rates Schedule.
- 5.2 For details on current interest rates and other information about how interest is calculated, please call us on 13 19 87, or visit [newcastlepermanent.com.au](http://newcastlepermanent.com.au) or any of our branches.
- 5.3 Interest on all accounts is calculated by applying the daily percentage rate to the balance of your account at

the beginning of each day. More information about the calculation and payment of interest is in the table below.

Account	Interest	When and where interest is paid
Business Cheque Account and Club Account	Tiered interest rates depending on the balance of your account	Interest is credited to your account quarterly on the last business day of every June, September, December and March.
Business Cash Management Account	Tiered interest rates depending on the balance of your account	Interest is credited to your account or to any at-call deposit account held with us and nominated by you on the last business day of every month.
Real Estate Trust Account	Single rate of interest	Interest is paid to the Office of Fair Trading monthly on the last business day of each month.
Solicitor's Trust Account	Single rate of interest	Interest is paid to the New South Wales Law Society monthly on the last business day of each month.

5.4 We may change any interest rates, and any other feature of how we calculate and pay interest from time to time. If we do so, we will notify you in writing or by newspaper advertisement on or before the date of a change. We will only change interest rates and any other feature of how we calculate and pay interest for good reason.

5.5 We will pay interest from your Business Cash Management Account, Business Cheque Account or Club Account to any other at-call deposit account held with us and nominated by you if requested.

5.6 If you would like to change the account to which interest is paid (except for a trust account) please contact us.

## 6. Fees and charges

6.1 Fees and charges apply to your account and to some of the payment facilities.

6.2 You authorise us to charge these fees and charges, and then debit them to your account as specified in the Business Accounts Schedule. If your account is a trust account, fees and charges will be debited to your linked Business Cheque Account.

6.3 We may change our fees and charges from time to time (including introducing new fees and charges). If any change increases the fees and charges you have to pay, then we will provide you with 30 days' prior notice before doing so by notice in writing.

## 7. Limits applying to your accounts

7.1 Daily limits apply to the transactions you can make on your account (both on over the counter transactions or by using the various access methods). Our current default limits are set out in the Business Accounts Schedule. 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.

7.2 We may vary the limits applying to your account at any time. For further details please see clause 15.

7.3 For the purpose of daily limits, each day ends at 12 midnight Australian Eastern Standard Time or 12 midnight Eastern Standard Summer Time in New South Wales (whichever is applicable).

## 8. Overdrawn accounts

8.1 Unless you have an overdraft facility, you must not allow your account to become overdrawn. If your account becomes overdrawn:

- (a) we may debit the overdrawn amount to your account;
- (b) we will charge you an overdraft fee;
- (c) we will charge you interest on the overdrawn amount at the rate specified in the Business Accounts Interest Rates Schedule on a daily basis and debit it to your account on a monthly basis until the overdrawn amount is repaid; and
- (d) you must repay the overdrawn amount as soon as possible.

8.2 We may reject transactions made on your account if the transaction will cause your account to become overdrawn.

8.3 Allowing your account to become overdrawn does not constitute an offer of credit by us.

## 9. Overdraft

9.1 An overdraft facility is available with our Business Cheque Account. All applications for an overdraft facility are subject to our credit criteria and approval process.

9.2 Additional terms and conditions apply to your overdraft facility. For more information, please contact us.

## 10. Statements

10.1 We will issue a statement for your Business Cash Management Account at least every quarter. For all other accounts, we will issue you a statement each month.

10.2 We will issue statements to you electronically through internet banking if requested.

10.3 You should check your account statement and immediately notify us if you suspect there are any errors or unauthorised transactions.

10.4 We may provide you with confirmation of the transactions in connection with your account if you request by:

- (a) visiting one of our branches; or
- (b) internet banking.

## II. Joint accounts

- 11.1 For joint accounts, the credit balance in the account belongs to all of you, and these terms and conditions bind you jointly and separately. This means that you are liable for anything that happens in connection with the account both together with any other person who you hold the account with, and by yourself. For example, if an account is overdrawn, then you will be liable to repay the overdrawn amount both by yourself, and together with anyone else who you hold the account with.
- 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.
- 11.3 You may ask us to only allow transactions under the account with the permission of all account signatories, or in accordance with specific instructions. When this is the case, no card will be issued for that account.
- 11.4 We may require that an account only be operated with the permission of all of you, if:
- (a) one of you requests for us to put this arrangement in place; or
  - (b) we are notified of any dispute between you.
- 11.5 If the account is established in the name of an unincorporated association or body, all signatories to the account will be considered joint account holders.
- 11.6 If any of you die, the account (and any credit balance) will vest in names of the remaining account holders.

## 12. Authorised users

- 12.1 You may authorise one or more other people to operate your account as an authorised user. To arrange this you will need to complete a request in accordance with our procedures. We do not have to agree to your request. If approved, we may issue that person with the means to access payment facilities available with your account. If signatures of joint account holders are required to operate your account, some restrictions to payment facilities may apply.
- 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.
- 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 authorised user. We are not required to make any inquiries in relation to any instructions received from an authorised user regarding 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 the instructions of an authorised user. Some limitations may apply to the actions that can be carried out by an authorised user – contact us for further information.
- 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 and make reasonable efforts to destroy any card or cheque book that we have issued to that person. If the card or cheque book cannot be destroyed you must notify us immediately. You remain responsible for all transactions made using an additional card or cheque book until they are destroyed. An authorised user can also make a request directly to us requesting that their authority is revoked.

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

## 13. Account combination

- 13.1 Acting reasonably, we may transfer funds from your account to any other account you hold with us, or we may combine your account with any other account you have with us. We may do this if one of your accounts is overdrawn or in debit and the other is in credit.
- 13.2 You cannot assume that we will always transfer funds or combine your accounts if one account is overdrawn but the other is in credit. For example, if cheques are drawn by you which result in your account being overdrawn, we are under no obligation to transfer funds or combine the overdrawn account with an account which is in credit.
- 13.3 If we transfer funds between your accounts or combine two or more of your accounts we will promptly tell you.

## 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.
- 14.2 You can close an account by contacting us.
- 14.3 Acting reasonably, we may close your account at any time by providing reasonable notice to you, and paying you any credit remaining in your account.
- 14.4 If your account is closed:
- (a) we may cancel any card linked to that account, cancel any cheque facility linked to that account and cancel your access to payment facilities;
  - (b) you must securely destroy all cards and all unused cheques linked to that account;
  - (c) you will be liable for any transactions that arose before the account was closed but not processed by us;
  - (d) you may be liable for any transactions that occur after the account is closed and all cards are returned to us; and
  - (e) we will deduct any unpaid fees and charges from your account.

## 15. Changes

- 15.1 We may change the terms and conditions at any time acting reasonably.
- 15.2 If we change the terms and conditions, we will give you notice of the changes in writing, by advertisement in a major daily newspaper, electronically, or in any other way permitted by law.
- 15.3 The table below sets out how and when we will notify you of changes.

Type of change	Notice
Change of interest rate.	On or before the day the change comes into effect.
Increase a fee or charge (other than a government charge).	30 days' prior notice.
Any other changes including a change to any other of the terms and conditions (that is not caught by the above) 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.
Any other changes including a change to any other of the terms and conditions (that is not caught by the above) that we reasonably believe 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.

If you hold an account jointly we will notify each of you, unless you have nominated one of you to receive notices on behalf of all of you.

## 16. Electronic communication

- 16.1 Where the law and any industry code we have adopted allows, we may communicate with you electronically. Examples of electronic communication include us sending you emails (including eStatements) at an email address you have supplied, communicating with you via internet banking, or other similar methods. If you have any concerns about what this may mean for you, please contact us.
- 16.2 Where we communicate with you electronically:
- you will not receive a paper record of the communication; and
  - if you wish to retain the message for subsequent reference you will need to either print the message or store the message for later display, printing or listening.

You may at any time vary any address or number through which you receive electronic communication. You may also terminate an agreement to receive communications from us electronically any time by notifying us. In the event that such an agreement is terminated, we will only communicate with you by mail or by other non-electronic means.

Subject to the requirements of any applicable law, if you carry out a transaction through our internet banking service and you are able to view a transaction record or receipt on completion of the transaction through internet banking (which you can save or print), we may not provide you with a paper transaction record or receipt of that transaction.

## 17. Dispute resolution

- 17.1 If you have a dispute or query, you should contact us 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 contact us to lodge a formal complaint. You must provide us with all relevant information available to you in relation to the matter and provide us with any other details we require.

- 17.2 If we cannot immediately resolve the matter, we will:
- acknowledge receipt of your dispute promptly;
  - investigate the dispute;
  - if necessary, decide upon the appropriate action; and
  - respond to you within 21 days of receiving your formal complaint, advising you in writing of the outcome of the investigation or the need for more time to complete the investigation.
- 17.3 When we have completed our investigation of your dispute, we will promptly inform you in writing of the outcome of that investigation and the reasons for that outcome. However, we may not provide you with written advice if your dispute is settled (with your agreement) immediately or within 5 business days of us receiving notice of your dispute. Unless your dispute has been resolved completely in your favour, we will also inform you of any further action you can take, including any avenue of review or appeal you might have against our decision through our Internal Dispute Review Committee. You should address your request for your dispute to be reviewed in writing to:

Newcastle Permanent Dispute Review Committee  
PO Box 5001  
HUNTER REGION MC NSW 2310

- 17.4 We will inform you in writing of the decision made by the Internal Dispute Review Committee.
- 17.5 Usually, we take less than 45 days from the time we receive your formal complaint to complete our investigation.
- 17.6 If we seek to resolve your dispute by exercising our rights under the rules of the Visa card scheme the time limits imposed by the Visa card scheme may apply instead. Normally our investigation will be complete in less than 60 days and if our investigation will take longer to complete we will inform you in writing and give you reasons for the delay. We will then provide you with updates on the progress of our investigation every 2 months and will let you know when we reasonably contemplate that you will receive a response, however we may not do this if we have requested a response from you which we have not yet received. Your obligation to pay any amount which is the subject of a dispute which is dealt with under this clause, and any credit or other charges related to that amount, may be suspended until the dispute is resolved.

## 18. Tax

- 18.1 You may need to pay tax on interest earned on your account.
- 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).

## 19. Warranties

- 19.1 By opening an account, you warrant that:
- all information (including any documents) that you have given us in connection with the account is true, up to date, correct, and not misleading; and
  - you and anyone authorised to operate the account have the power to open and operate the account, and that power has not been altered or restricted in any way.

## 20. Miscellaneous

- 20.1 If you are a company, we will only allow the account to be operated in accordance with the instructions specified in the application form.
- 20.2 If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.
- 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 If you are a club, lodge, or society, you must tell us immediately about changes to official positions.
- 20.7 You may have to pay us reasonable enforcement expenses if you or an authorised user breaches these terms and conditions, and we suffer loss. Any reasonable enforcement expenses may be debited to your account, and must be repaid to us.
- 20.8 If there has been no transaction on your account for seven years, we may close your account, and transfer any money in your account to the government or a regulatory authority. We will normally notify you before we do this, but there may be circumstances where this may not be possible (for example, where we don't have your current contact details). Please contact us to recover any unclaimed money.
- 20.9 If any part of these terms and conditions is found to be void or unenforceable for unfairness or any other reason (for example, if a court or other authority so declares), the remaining parts of the terms and conditions will continue to apply as if the unenforceable part had never happened.
- 20.10 At law, we may assign, transfer, novate, or otherwise deal with our rights under these terms and conditions in any way we wish. You must sign anything and do anything we reasonably require to enable any dealing with these terms and conditions. You cannot, assign, transfer, novate, or otherwise deal with your obligations under these terms and conditions in any way without our written consent and which we can withhold at our discretion. You also agree that

we may disclose information or documents at any time to a person to whom we assign, transfer, or novate our rights to under these terms and conditions.

- 20.11 You must provide us with your current contact details (including email address and telephone number) and current contact details for any authorised user. You must advise us as soon as practicable if these details change, or if your telephone is lost or stolen. We may require you to provide evidence of a change of details before processing the change in our systems. You can advise us of these things by visiting a branch or calling 13 19 87.

# Section D:

## Accessing your account

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### Part 1: Securing your payment facilities

#### 21. Your codes

- 21.1 We will give you a member number, access code and/or PIN for using some of the payment facilities. You may receive different access codes and PINs for different payment facilities, and you may receive these codes at different times (for example when you register for internet banking or when you obtain your card).
- 21.2 Your codes enable:
- (a) you to use the payment facility linked to each code; and
  - (b) us to identify you.
- 21.3 **Procedure relating to access codes only:** If you register for internet banking, you will need to access and activate the facility. For your protection, we may issue you a temporary code to do this. You can access the facility immediately after receiving your access code. For the purpose of registering to use an application, the access code will be the same as the access code you select for internet banking. You must be registered for internet banking before you can use an application. When you access an application for the first time, you will be required to choose an access code which you can use to access the application each subsequent time.
- 21.4 **Procedures relating to PINs only:** We will provide you and any additional cardholder with a PIN for your card. The PIN we issue you and any additional cardholder will be unique. If you do not receive your PIN or any additional cardholder's PIN, please contact us immediately. We give you and any additional cardholder the added convenience and security of being able to personally select your own PIN. We strongly recommend you select a PIN that you can remember without needing to make a written record of it. You or an additional cardholder can change the unique PIN provided by contacting us or through one of our ATMs.
- 21.5 We are authorised to act on all instructions given to us where your member number and codes are correctly provided to us and you are liable for all such transactions. 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.
- 21.6 We may require you to use an additional authentication process when you instruct us to make payments on your behalf using internet banking. This requirement is in addition to any member number and code or other information you must enter when providing instructions using internet banking. Further information about this process is set out in this document.
- 21.7 We may record and retain by whatever means the details of transactions which you effect using the payment facilities. We may use these records to, amongst other things, establish or verify that a particular transaction was effected through the use of your codes.

#### 22. Security of cards and codes

- 22.1 Ensuring the security of your card and codes and the card and codes of any authorised users is very important. You must make every effort to see that your card and any record of your codes is not misused, lost or stolen. If you or an authorised user fails to observe the security requirements set out in these terms and conditions you may be held liable for any unauthorised transactions.

#### 23. Your obligations

- 23.1 You must:
- (a) keep secure and protect your codes, member number and confidential identification details. You must keep details of these separate from each other;
  - (b) not disclose your codes, or make them available to any other person (including a family member, friend or one of our staff);
  - (c) use care to prevent anyone else seeing or hearing your codes at any time including at an ATM, while using EFTPOS or when you enter your details into a telephone or computer;
  - (d) not be careless in failing to protect the security of your codes, member number or card;
  - (e) sign your card as soon as you receive it;
  - (f) not record your codes (or your disguised codes) on your card, device or any article normally carried with your card or device or which is liable to loss or theft with your card or device;
  - (g) if a device is not needed to perform a transaction, not keep a written record of any codes needed to perform a transaction on one or more articles liable to be lost or stolen simultaneously (unless you have made a reasonable attempt to disguise the codes);
  - (h) always keep your card in a secure location;
  - (i) check regularly that you have your card;
  - (j) not leave your card with a merchant or in an ATM;
  - (k) not permit any other person to use your card;
  - (l) log off from internet banking when you are finished an internet banking session;
  - (m) if using a public computer or mobile device to access internet banking you must clear the computer or device cache or history after you use internet banking;
  - (n) destroy any expired card; and
  - (o) not act with extreme carelessness in failing to protect the security of your card and access codes.

#### 24. Protecting your codes

- 24.1 We give you the option of selecting your codes.
- 24.2 We strongly advise you to select codes that you can remember without needing to make a written record of it or anything which reminds you of it.
- 24.3 You must not select or disguise your codes using any of the following combinations (or parts of them):

- (a) dates of birth;
  - (b) telephone numbers relating to you (including your mobile or work number);
  - (c) car registration numbers;
  - (d) family members' names;
  - (e) social security numbers; or
  - (f) licence numbers.
- 24.4 In addition, you must not:
- (a) disguise your code by reversing the number sequence;
  - (b) record your disguised code on your card;
  - (c) describe your disguised record as an "access code", "password", "PIN", "record" or similar;
  - (d) disguise your code using alphabetical characters or numbers: A = 1, B = 2, C = 3, etc. or in any other manner which would be reasonably recognisable; or
  - (e) store your access code in any low security electronic device of any kind, such as (but not limited to):
    - (i) calculators;
    - (ii) computers;
    - (iii) electronic organisers; or
    - (iv) all kinds of telephones.
- 24.5 There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning your access code.
- 24.6 You must exercise extreme care if you decide to use a memory aid for your access code.

## 25. Additional cardholders

- 25.1 We also give each additional cardholder a PIN. You must ensure that each additional cardholder protects their card and stores their PIN as safely as this section requires you to. Additional provisions may be contained in the terms and conditions relating to your applicable product.

## 26. Lost or stolen card or codes

- 26.1 You or any other authorised user must notify us immediately if:
- (a) a code or card is lost or stolen;
  - (b) you or an authorised user suspects that a code has become known to someone else; or
  - (c) you or an authorised user suspects any unauthorised use of a card, code or account.
- 26.2 You may notify us in Australia by telephoning us on 13 19 87, by visiting a branch or via internet banking. In the case of a Visa card, if you are overseas, please telephone or visit any bank displaying the Visa logo.
- 26.3 If you do not notify us of a lost or unauthorised use of a code or card immediately, you may be liable for any unauthorised transactions.
- 26.4 Certain classes of third parties may also report your card as lost or stolen. These third parties may include Visa, other financial institutions and First Data Resources Australia Limited ACN 002 603 830 who provide support services to

us. If your card is lost or stolen and you are unable to contact us yourself we may also accept a report from a third party known to you that your card has been lost or stolen. Please contact us for further information.

- 26.5 You must give us all relevant information you may have about the loss, theft or unauthorised use/knowledge of a card or code so that we can suspend access to your impacted accounts through your card or any other impacted payment facility.
- 26.6 When you report the loss, theft or unauthorised use/knowledge of a card or code, we will give you a notification number (or other form of acknowledgment). You should retain that number as confirmation of your report, and the date and time it was made.
- 26.7 In Australia, if you are unable to contact us because our facilities are unavailable at particular times, you will not be liable for any unauthorised transactions made which may have been prevented if you were able to contact us. 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.
- 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.
- 26.9 If a card which has been reported lost or stolen is recovered, it must not be used again and must be destroyed.
- 26.10 You can also use internet banking to restrict access to a card if it has been lost, stolen or you suspect any unauthorised use of the card has occurred.

## 27. The security of your cheques and cheque book

- 27.1 You must keep your cheque book and all unused cheques in a safe place at all times to prevent possible loss, theft, misuse, forgery, fraud or unauthorised use of your personal cheque facility.
- 27.2 It is important that you keep your cheque book separate from any plastic cards or other material that bears your signature. You must not sign blank cheques.
- 27.3 You must notify us as soon as possible of the loss, theft, misuse or unauthorised use of any cheque or your cheque book, or if your cheque book is destroyed. You may notify us in Australia by contacting us on 13 19 87, by visiting a branch or by sending a message via internet banking. If you do not advise us or delay unreasonably in advising us that a cheque or cheque book is lost or stolen, misused or destroyed, other people may be able to withdraw money from your account without your permission. If you fail to notify us immediately and someone uses your cheque or cheque book to withdraw money from your account you may be liable.

## 28. Liability for unauthorised transactions involving a card, PIN or access codes

- 28.1 You will not be liable for losses:
- (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.
- 28.2 You will be liable for all losses (and transactions made on your account):
- (a) occurring before notice is given to us of the loss, theft or misuse of your or an authorised user's card, PIN or access code, if you fail to notify of the loss, theft or misuse within a reasonable period of time; or
  - (b) occurring because of you or an authorised user (or any other person authorised by an authorised user) performing a transaction.
- 28.3 To the extent possible under law, we are not liable to you for loss or damage (whether direct or indirect) if we cannot carry out our obligations because of acts of nature, acts of government or government agencies, strikes, industrial dispute, fire, flood, storm, riots, terrorism, power shortages or failures, equipment failure or malfunction, or any other unforeseen circumstances or circumstances beyond our control.

## 29. Cancelling or suspending a payment facility

- 29.1 We may in our absolute discretion cancel, suspend or limit access to a payment facility at any time without notice to you if we reasonably believe the payment facility is being used in a way that may cause loss to you or us, to protect our interests under these terms and conditions, or for any other reason determined by us acting reasonably.
- 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;
  - (b) a payment facility if you or any authorised user breach any of the terms and conditions;
  - (c) a payment facility if we reasonably believe you induced us to issue the payment facility by fraud;
  - (d) a payment facility if your account is closed;
  - (e) a payment facility if we are required to do so by law or court order;
  - (f) a payment facility if any user is suspected of being involved in fraudulent activity in dealing with us;
  - (g) a payment facility if we deem your use is inappropriate;
  - (h) your access to internet banking if no user has successfully logged into internet banking for a period of 90 days and there are no future scheduled payments awaiting payment; or
  - (i) your access to internet banking if you have closed all your registered accounts.
- 29.3 If we cancel or suspend a payment facility in accordance with this clause we will notify you as soon as practicable afterwards. If following cancellation or suspension you want

to continue to use a payment facility you may request to have that service reinstated (if the service is still available) by contacting us.

- 29.4 You may cancel a payment facility at any time by contacting us.
- 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.
- 29.6 If you cancel a payment facility, we will not be able to stop a payment in relation to that payment facility unless you provide us with notice at least 3 business days prior to the due date of the payment. We will take reasonable steps to ensure the payment is cancelled if you provide us with less notice.
- 29.7 If a card is cancelled, you must make reasonable efforts to immediately destroy the card. You will be liable for any transaction you or any additional cardholder make until the card is destroyed (unless the transaction occurs as a result of our fraud, gross negligence or wilful misconduct).
- 29.8 You are responsible for cancelling any direct debits, recurring transactions or payment authorities that are linked to a payment facility when that payment facility is cancelled.
- 29.9 If your account has a cheque facility which is cancelled, you must make reasonable efforts to immediately destroy any unused cheques issued to you or any authorised user. We may dishonour any cheque presented after cancellation of your cheque facility. You will still be liable for any cheques presented after cancellation that have not been dishonoured.

## Part 2: Cards

### 30. About your card

- 30.1 You must be 18 years of age or over to apply for a card.
- 30.2 Cards act as a "key" to allow you and any additional cardholder to access your account electronically. This means you and any additional cardholder have access to your money away from our branches.
- 30.3 You must have sufficient available funds in your account (or have sufficient funds available under your overdraft) to cover each transaction.
- 30.4 Each card should be used solely by the person whose name appears on the card.
- 30.5 The card is only valid from the "valid from" date (when shown or, if not shown, the issue date) to the "until end" displayed on the card.
- 30.6 You must sign your card as soon as you receive it and ensure that any additional cardholder also immediately signs their card. A card may not be accepted for use unless it has been signed.
- 30.7 Each card we issue remains our property.
- 30.8 We may retain or require you to destroy a card at any time. If we ask you to destroy a card, you must cease using the card and take reasonable steps to ensure it is destroyed. If we issue a replacement card to you, you must not use the card it replaces but you remain liable for any use of the replaced card.

30.9 We may issue a replacement card at any time. Fees may apply.

30.10 Subject to further terms and conditions outlined below, your card can be used in the following ways:

Using your Card	Cashcard	Visa Debit card
At an ATM in Australia to withdraw funds where Cashcards are accepted.	✓	✓
Using EFTPOS in Australia to purchase goods and/or services.	✓	✓
Using Visa easy payment service at participating merchants through EFTPOS in Australia to purchase goods and/or services.	✗	✓
Using EFTPOS in Australia, if the merchant agrees to withdraw funds with your purchase.	✓	✓
Using Visa cash back in Australia, if the merchant agrees, to withdraw funds with or without a purchase.	✗	✓
To deposit and withdraw funds at a Newcastle Permanent branch.	✓	✓
Through mail order, by telephoning or using the internet where Visa cards are accepted.	✗	✓
At an ATM overseas or in Australia to withdraw funds (cash advance) where Visa cards are accepted.	✗	✓
To purchase goods and/or services overseas or in Australia where Visa cards are accepted.	✗	✓
Using a contactless terminal to purchase goods and/or services where you have a Visa payWave-enabled card.	✗	✓
Using a contactless terminal to purchase goods and/or services where you have an EFTPOS contactless-enabled card.	✗	✓

30.11 Your Visa debit card will be subject to the Visa account updater service (VAU). Under this service, if a merchant approved by Visa has an authority to draw upon your Visa debit card and the Visa details that they have been provided with have changed, the qualified merchant enrolled in VAU through their acquirer will be able to contact Visa and obtain

the updated details we provide to Visa, unless you have advised us that your old card has been lost or stolen. VAU helps maintain the continuity of payment relationships for cardholders and merchants by reducing the opportunity to switch payment methods or cancel services when account information changes. VAU may also support an issuers use of Visa's other services. It is not possible to opt out of this service. If you have concerns about what this may mean for you, please contact us.

### 31. Using your card to obtain goods and services

#### 31.1 At a merchant

You can normally use your card to obtain goods and services at merchants (such as shops, restaurants and theatres) in Australia and overseas where the Visa logo is displayed, as follows:

- all cards can be used in Australia;
- Cashcards can be used only where EFTPOS and Cashcard are accepted;
- Visa Debit cards can be used throughout the world where Visa is accepted; and
- contactless-enabled cards can be used at participating merchants.

The fact that the Visa logo is displayed at a merchant's premises does not mean that we guarantee:

- the hours which a terminal will be available (these hours may vary in accordance with the merchant's trading hours);
- that the merchant will accept your card;
- that the merchant will allow cash withdrawals; or
- that the merchant will not place other limitations on the use of your card.

Contactless transactions performed using a Visa debit card may be automatically processed through Visa or through EFTPOS at the merchant's discretion. A Transaction Fee may apply as set out in the Business Accounts Schedule. If you have concerns about what this may mean for you, please contact us.

#### 31.2 Through mail order, by telephone or using the internet

You can use your Visa debit card to obtain goods and services through mail order, by telephone or by using the internet, where the merchant accepts that form of payment.

A purchase from a merchant is a legal transaction between you and that merchant, and the merchant is usually responsible for providing the goods or the performance of the services. We are not responsible for goods or services obtained by you using your card, unless the law makes us liable. Therefore, if you have any complaints about goods or services, you must take them up with the merchant. If you are unable to resolve the matter with the merchant you may have chargeback rights.

#### 31.3 When a merchant places a "hold" on funds in your account

Sometimes a merchant will require the details of a card before a purchase is made.

For example, a hotel might require you to hand over your card at the beginning of a stay as security for the cost of your

accommodation. When this happens, the hotel will normally take an electronic swipe of the card and then return the card to you. The electronic swipe will confirm to the hotel that you have sufficient available funds in your account to cover the cost of your stay.

This does not amount to a transaction, however a “hold” will be placed on funds in the account up to that amount. You will not be able to access those funds until the “hold” is removed. When a transaction for this amount is processed, the “hold” will be removed. If, for example, at the end of your stay you choose to pay with cash instead of your Visa card, or the amount of your bill is greater or lesser than the amount over which the hotel has placed a “hold”, the “hold” may not be removed and you may not be able to access all of the funds in your account. You may be prevented from accessing those funds over which the hotel has placed a “hold” for a period of up to 14 days.

Unfortunately, we cannot cancel a “hold” that has been placed on funds in a card account. However you may cancel the “hold” by:

- (a) performing a transaction with that merchant for an equal amount; or
- (b) asking the merchant at the time the cardholder performs the transaction to remove the “hold”.

For further information, please contact us.

#### 31.4 **Authorisation**

You must check that the correct amount is entered in a terminal or written in the “total” box on a voucher before you authorise the transaction or sign the voucher.

#### 31.5 **Electronic banking system malfunction**

We are responsible for any loss caused by the failure of the system or electronic equipment controlled by or provided on behalf of us to complete a transaction in accordance with your instructions, where our investigations show that the loss is directly caused by a system or equipment malfunction and the claim is substantiated by investigation. We will correct the loss by making any necessary adjustment to the appropriate account (including adjustment of interest or fees incurred as a result of the malfunction).

If we are responsible but you should have been aware of the error, our liability is limited to correcting errors in your account and refunding any charges or fees inappropriately charged.

Please tell us about any service fault or difficulty with a terminal.

### 32. **Using your card to obtain cash withdrawals**

- 32.1 You can obtain cash from your account at any of our branches up to your withdrawal limits, by presenting your card at the counter and completing a withdrawal form.
- 32.2 You can also use the card in combination with your PIN to obtain cash from any of our ATMs, Westpac Group ATMs, most foreign ATMs and through EFTPOS (where the merchant agrees to allow you to withdraw cash).
- 32.3 If you have a Visa debit card, you may also be able to obtain cash from your account by presenting your card at a branch of some other financial institutions or at ATMs throughout

the world displaying the Visa sign. A Cash Advance Fee may apply. The current amount of this fee is set out in the Business Accounts Schedule. In addition, you may be charged a fee by the other financial institution or terminal owner at the time of the cash withdrawal. Any fee charged should be advised by the other financial institution at the time of the cash withdrawal and will be charged to your account at the time of the transaction and included in the total cash advance amount printed on your statement.

- 32.4 The minimum amount of cash you can obtain using the card may vary depending on which financial institution or ATM terminal you use.
- 32.5 We do not warrant that ATMs will always have money available.

### 33. **Vouchers**

- 33.1 You agree that the amounts shown on each sales voucher and withdrawal slip are sufficient evidence of the purchase price of the goods or services to which the voucher or withdrawal slip relates (unless they are proved to be incorrect). You should check the amounts appearing on the voucher or withdrawal slip when you receive it. You should notify us as soon as possible if you disagree with the amount shown.

### 34. **Using a terminal**

- 34.1 When you or an additional cardholder uses a PIN and/or card at a terminal (which includes using your Visa debit card through the Visa easy payment service or a contactless-enabled card at a contactless terminal), you authorise us to act on the instructions entered into the terminal.
- 34.2 Once money has become physically available to you or an authorised user from a terminal, its security is no longer our responsibility.

### 35. **How we process foreign transactions**

- 35.1 You can normally use your Visa debit card or additional cardholders can use their Visa debit card to obtain cash and/or make a purchase in local currency at most overseas terminals or via online channels (for example, merchant websites) displaying the Visa logo.
- 35.2 International transaction conversion rates are set by Visa and can fluctuate until the time the transaction is debited to your account. Transactions are converted from the currency of the transaction to the Australian dollar equivalent (or to United States dollar then to the Australian dollar equivalent), as at the date they are processed by Visa. Both debits and credits in foreign currencies to your account are subject to international conversion rates.
- 35.3 An Overseas Transaction Conversion Fee may apply and is set out in the Business Accounts Schedule. This fee may change from time to time. The Overseas Transaction Conversion Fee occurs at the time of the international transaction and is listed on your statement in Australian dollars.
- 35.4 Unauthorised foreign currency transactions under dispute which are refunded to your account are subject to international transaction conversion rates. This may result in the initial debit and the corresponding refund having different Australian dollar values.

- 35.5 All international transactions are listed on your statement in the currency of the transaction and the Australian dollar equivalent.
- 35.6 Some merchants may display the price of a purchase in Australian dollars, despite still charging you for the purchase in foreign currency. When this is the case, the transaction must still be converted to Australian dollars as mentioned above before the amount of the purchase is debited to the relevant account. You will be charged Overseas Transaction Conversion Fee in connection with a transaction in a currency other than Australian dollars, including any transaction displayed in Australian dollars but charged in a foreign currency. For more information, see the Business Accounts Schedule.

## 36. Using foreign ATMs

- 36.1 The financial institution that owns the ATM can determine from time to time what transactions can be carried out at their ATMs and can impose cash limits on their ATMs. You should check with the financial institution that owns the ATM if you have any questions about what transactions are available or what cash limits apply.
- 36.2 We do not accept any responsibility for an operator of another ATM imposing restrictions or conditions on the use of that ATM including any fees.

## 37. Authorising a transaction

- 37.1 Some transactions require authorisation from us. We can refuse to authorise a proposed transaction if:
- the transaction exceeds the cleared funds in your account or honouring the transaction would mean the balance of your account exceeds your overdraft facility limit;
  - the relevant card has been reported lost or stolen; or
  - 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).
- 37.2 You authorise us to give necessary information to other persons for the purpose of authorising transactions.
- 37.3 You authorise us to debit your account with the amount of any purchases or cash advances and any associated fees and charges, and for any other transactions made using your card or any card.

## Part 3: Internet banking

### 38. Applying for internet banking

- 38.1 You can request to access internet banking by contacting us. Approval of a request is at our discretion. To access an application issued by us via our internet banking services you must first be registered for internet banking.
- 38.2 If your application for internet banking is approved, your accounts will be accessible via internet banking with full access unless you request otherwise. The Business Accounts Schedule will set out any limitations or restrictions regarding the payment facilities.

### 39. Authorised internet banking users

- 39.1 Subject to any restrictions set out in these terms and conditions, you may be able to authorise one or more persons to:
- access information on your registered account(s) by allowing them view only access; or
  - access and transact on your registered account(s) by allowing them full access,
- via internet banking.

If administrator access is offered as part of our internet banking service, you may be able to authorise one or more persons to access, transact on, and administer your registered account(s) by allowing them administrator access via internet banking.

You can arrange this by contacting us. We do not have to agree to your request. If approved, we may issue that person with the requested means to access internet banking. You may request us to cancel this authority at any time by contacting us. An authorised user registered to use internet banking can also make a request directly to us requesting that their authority is revoked. You consent to us giving an authorised user registered to use internet banking information about your account.

If you allow a person administrator access, that person will have the same level of access to your accounts via internet banking as other persons with administrator access (including the ability to change or remove your access to your accounts via internet banking or the access of another person with administrator access). However, a person with administrator access will not be able to close the account or open new accounts for you.

If you have concerns about what this may mean for you, please contact us.

- 39.2 When you or an authorised user registered to use internet banking instructs us to carry out an action or make a transaction using internet banking, we will act on the instructions of that person. You are wholly liable for any loss or damage you or a third party suffers as a result of us acting upon those instructions. Some limitations may apply to the actions that can be carried out by an authorised user registered to use internet banking – contact us for further information.

### 40. Services available using internet banking

- 40.1 You can find out information about our internet banking services by visiting our website at **[newcastlepermanent.com.au](http://newcastlepermanent.com.au)**.

### 41. Authentication process

- 41.1 We may require some internet banking services and functions including, but not limited to, daily payment limits, BPAY® payments and internet banking transfer payments to be authenticated using a password, access code or other authentication method.
- 41.2 You may be required to provide your current mobile telephone number as part of the authentication process. You must keep us up to date with your current mobile telephone number if this is the case. If you choose not to

register or don't provide us with a current mobile telephone number, some internet banking services and functions may no longer be available to you or may require an additional authentication process.

41.3 Once you are registered, you may be asked during an internet banking session to authenticate a service or function using this facility. If this occurs then you will be provided with instructions that you will be required to follow to access the service or function requested.

41.4 The authentication process is used to confirm the service or function initiated during your internet banking session.

## 42. Transferring funds

42.1 Transfers can only be made from eligible accounts that are currently registered for internet banking. The receiving account can either be held with us or held with another financial institution.

## 43. Availability

43.1 We will make reasonable efforts to ensure the availability of internet banking. If you discover that internet banking is unavailable, please contact us. We are not liable to you for or in connection with any loss or damages you incur as a result of:

- (a) the failure of internet banking to perform in whole or in part any function which we have specified it will perform;
- (b) the unavailability of internet banking to you in whole or in part because of the failure of the communication network or any circumstance beyond our reasonable control; or
- (c) delays or errors in the execution of any transaction or instruction because of the communication network or any circumstance beyond our reasonable control.

## 44. Security of information

44.1 We will take reasonable precautions to ensure that information transmitted by us about your account remains confidential and protected from unauthorised access. We will not be otherwise liable for any unauthorised access by any means to that information.

## 45. Accuracy of information

45.1 We will take reasonable steps to ensure that the information that we make available to you through internet banking is correct and updated regularly (at the intervals we specify from time to time).

45.2 We will not be liable for or in connection with any inaccuracy, errors or omissions in that information because of the communication network or any other circumstances beyond our reasonable control.

## 46. Using alert services

46.1 You acknowledge that you or an authorised user registered to use internet banking may at any time activate the alert service through internet banking and by using the alert service, may access information on your registered accounts.

46.2 You may nominate only one email address or one mobile phone number (which is capable of receiving SMS) for the provision of the alert services. This email address or mobile telephone number must be your own.

46.3 You are prohibited from using an alert service for the transmission of any defamatory, offensive, abusive, indecent or harassing material. We may revoke or cancel any alert service without notice should you engage in this type of behaviour.

## Part 4: BPAY<sup>®</sup>

This section applies if BPAY<sup>®</sup> is available with your account. BPAY<sup>®</sup> transactions are only available through internet banking.

### 47. BPAY<sup>®</sup> scheme

47.1 We are a member of BPAY<sup>®</sup>. BPAY<sup>®</sup> is an electronic payments scheme through which you can ask us to make payments on your behalf to billers who participate in the BPAY<sup>®</sup> scheme. We will inform you if we stop being a member of BPAY<sup>®</sup>.

47.2 When you tell us to make a BPAY<sup>®</sup> payment, you must give us the information specified below. We will then debit the account you specify with the amount of that BPAY<sup>®</sup> payment.

### 48. BPAY<sup>®</sup>

48.1 BPAY<sup>®</sup> payments can be made from eligible accounts that are currently listed on your internet banking facility, provided that:

- (a) BPAY<sup>®</sup> payments can be made from the account;
- (b) there are sufficient cleared funds or credit available in the account to meet the value of the BPAY<sup>®</sup> payment; and
- (c) the relevant biller agrees to accept the amount.

48.2 If there is an inconsistency between any of the other terms and conditions applying to your account and these BPAY<sup>®</sup> conditions, the BPAY<sup>®</sup> conditions will apply to the extent of that inconsistency.

48.3 The payer acknowledges that the receipt by a biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between the payer and that biller.

### 49. Payments

49.1 We will not accept an order to stop a BPAY<sup>®</sup> payment once you have instructed us to make that BPAY<sup>®</sup> payment.

49.2 You should notify us immediately if you become aware that you may have made a mistake (except for a mistake as to the amount you mean to pay – see below) when instructing us to make a BPAY<sup>®</sup> payment, or if you did not authorise a BPAY<sup>®</sup> payment that has been made from your account. Clause 55 (Liability for mistaken payments, unauthorised transactions and fraud) describes when and how we will arrange for such a BPAY<sup>®</sup> payment (other than in relation to a mistake as to the amount you must pay) to be refunded to you.

49.3 Subject to clause 52 (Cut-off times), billers who participate in BPAY<sup>®</sup> have agreed that a BPAY<sup>®</sup> payment you make will be treated as received by the biller to whom it is directed:

- (a) on the date you make that BPAY® payment, if you tell us to make the BPAY® payment before our payment cut-off time on a business day; or
  - (b) on the next business day, if you tell us to make a BPAY® payment after our payment cut-off time on a business day, or on a non-business day.
- 49.4 A delay might occur in processing a BPAY® payment where:
- (a) there is a public or bank holiday on the day after you tell us to make a BPAY® payment;
  - (b) you tell us to make a BPAY® payment either on a day which is not a business day or after the payment cut-off time on a business day;
  - (c) another financial institution participating in BPAY® does not comply with its obligations under BPAY®; or
  - (d) a biller fails to comply with its obligations under BPAY®.
- 49.5 While it is expected that any delay in processing a BPAY® payment under this agreement for any reason set out in the clause above will not continue for more than 1 business day, any such delay may continue for a longer period.
- 49.6 You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a BPAY® payment and you later discover that:
- (a) the amount you told us to pay was greater than the amount you needed to pay, you must contact the biller to obtain a refund of the excess; or
  - (b) the amount you told us to pay was less than the amount you needed to pay, you can make another BPAY® payment for the difference between the amount actually paid to a biller and the amount you needed to pay.
- 49.7 When you set up a BPAY® payment you may choose to make the payment on a future date. If you have set up a BPAY® payment to occur on a future date, you may cancel this payment at least 1 business day before the payment is due to be made.
- 49.8 If you use a credit card account to make a BPAY® payment we treat that payment as a credit card transaction.

## 50. Valid payment direction

- 50.1 We will treat your instruction to make a BPAY® payment as valid if, when you give it to us, your correct member number and access code is provided.

## 51. Information you must give us

- 51.1 To make a BPAY® payment you must provide us with the following information:

- (a) your member number and access code;
- (b) the account from which funds are to be debited;
- (c) the biller code (this will be recorded on your bill);
- (d) the biller customer reference number (this will be recorded on your bill);
- (e) the amount to be paid; and
- (f) the date the payment is to be made.

You acknowledge that we are not obliged to effect a BPAY® payment if you do not give us all of the above information or if any of the information you give us is inaccurate.

## 52. Cut-off times

- 52.1 If you tell us to make a BPAY® payment before the time specified on our website at [newcastlepermanent.com.au](http://newcastlepermanent.com.au), it will in most cases be treated as having been made on the same day.
- 52.2 As mentioned above, the payment may take longer to be credited to a biller if you tell us to make a BPAY® payment on a Saturday, Sunday or public holiday or if another participant in BPAY® does not process the payment as soon as they receive its details.

## 53. When a biller cannot process a payment

- 53.1 If we are advised that your BPAY® payment cannot be processed by a biller, we will:
- (a) advise you of this;
  - (b) credit your account with the amount of the BPAY® payment; and
  - (c) take all reasonable steps to assist you in making the BPAY® payment as quickly as possible.

## 54. BPAY View®

BPAY View® is not available on an application issued by us via our internet banking service.

- 54.2 BPAY View® enables you to receive your bills from participants of the BPAY® scheme electronically. You must register before using BPAY View®. You can register by logging onto internet banking and electing to view bills from each nominated biller using BPAY View®.
- 54.3 If you register for BPAY View®, you agree:
- (a) that we will disclose to each biller nominated by you:
    - (i) your personal information (for example your name, email address and your Newcastle Permanent Building Society membership details) as is necessary to enable the biller to verify that you can receive bills and statements electronically using BPAY View®; and
    - (ii) that an event in clause 54.4 (b), (c), (d), (e) or (f) has occurred.
  - (b) that we or a biller may collect data about whether you access your emails, internet banking and any link to a bill or statement;
  - (c) to receive bills and statements electronically in order to satisfy the legal obligations (if any) of a biller to give you bills and statements; and
  - (d) that if you register to receive a bill or statement electronically through BPAY View®, you are entitled to receive that bill or statement from the applicable biller.

For the purposes of this clause, we will act as the agent for each biller nominated by you under (a) above. You must notify us if any of your personal information changes. You consent to us disclosing your updated information to all other participants in BPAY®. You can request access to your information held by us, BPAY Pty Ltd or its agent, Cardlink Services Limited ABN 60 003 311 644. If your personal information detailed above is not disclosed to BPAY Pty Ltd or its agent, it will not be possible for you to use BPAY View®. You can deregister a biller at any time using internet banking

and the biller will be removed from your list of billers and you will no longer receive electronic bills from that biller. The deregistration will become effective immediately.

- 54.4 You may receive paper bills and statements from a biller instead of electronic bills and statements:
- at your request to a biller (a fee may be charged by the applicable biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form);
  - if you or a biller deregister from BPAY View®;
  - if we receive notification that your email mailbox is full;
  - if your email address is incorrect or cannot be found and your email is returned to us undelivered;
  - if we are aware that you are unable to access your email or our service or a link to a bill or statement for any reason; or
  - if any facility necessary to access BPAY View® malfunctions or is not available for an extended period.

We are not obligated to provide you with a paper bill or statement in any of these circumstances.

- 54.5 You will be notified of receipt of a bill or statement through our internet banking secure mail service, as well as to your nominated email address. If:
- you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:
    - when we receive confirmation that your server has received the email notification, whether or not you choose to access your nominated email; and
    - at the email address nominated by you;
  - if you receive notification on internet banking without an email then that bill or statement is received by you:
    - when a notification is posted on internet banking, whether or not you choose to access internet banking; and
    - on internet banking.

54.6 Bills and statements delivered to you by BPAY View® may remain accessible through internet banking for a period determined by the biller up to a maximum of 24 months (unless you delete them). After 24 months, they will be deleted, whether paid or not.

54.7 You should contact the relevant biller if you have any queries in relation to bills or statements.

54.8 If you have registered with a biller for BPAY View®, the alert service will also enable you to set-up alert services for your bills.

54.9 If you register for BPAY View®, you must:

- check your emails or access internet banking at least once a week;
- tell us if your contact details (including email address) change;
- tell us if you are unable to access your email or internet banking or a link to a bill or statement for any reason; and
- ensure your mailbox can receive notifications (e.g. ensure it has sufficient storage space available).

54.10 Unless expressly provided for in these terms and conditions, we are not responsible for arranging or ensuring that any biller you nominate will make bills and statements available to you. If you fail to receive bills and statements from a biller or the bill or statement is not available to be viewed using BPAY View® you should contact the applicable biller.

54.11 A BPAY View® billing error includes:

- if you successfully registered with BPAY View®:
  - failure to give you a bill;
  - failure to give you a bill on time;
  - giving a bill to the wrong person; or
  - giving a bill with incorrect details.
- if your BPAY View® deregistration has failed for any reason:
  - giving you a bill when you have unsuccessfully attempted to deregister.

54.12 If a billing error occurs, you must immediately, upon becoming aware of the billing error, take all reasonable steps to minimise any loss or damage caused by the billing error, including contacting the applicable biller and obtaining a correct copy of the bill.

54.13 The party who causes a billing error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable biller due to any consequential late payment and as a result of the billing error.

54.14 You agree for the purposes of clause 54.13 that you are responsible for a billing error if the billing error occurs as a result of an act or omission by a user or the malfunction, failure or incompatibility of computer equipment a user is using at any time when using BPAY View®.

## 55. Liability for mistaken payments, unauthorised transactions and fraud

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

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

We will attempt to correct any such matters in relation to your BPAY® payments in the way described in this clause. If a BPAY® payment is made on your account without your knowledge or consent, liability for that unauthorised BPAY® payment will be determined in accordance with the clause 28. 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®.

55.2 If a BPAY® payment is made to a person, or for an amount, not in accordance with your instructions (if any), and your account was debited for the amount of that payment, we will credit that amount back to your account. However, if you were responsible for a mistake resulting in that payment and

we cannot recover the amount from the person who received it incorrectly within 20 business days, you must pay that amount back to us.

55.3 If a BPAY® payment is made in accordance with a payment direction which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your account back with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if:

- (a) we cannot recover the amount paid to the incorrect party within 20 business days; or
- (b) the payment was made under a payment direction which did not comply with our prescribed security procedures for such payment directions.

If we are able to recover part of the amount of that payment from the person who received it, you must only pay us the amount of that payment that we are not able to recover.

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

55.5 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 the BPAY® conditions; or
- (b) acted negligently or fraudulently in connection with other terms and conditions of your account.

55.6 If you tell us that a BPAY® payment made from your account is unauthorised, you must first give us your written consent to contact the biller who received that BPAY® payment, and to obtain information from that biller regarding your account, BPAY® payment, your customer reference number and such information as we reasonably require to investigate the BPAY® payment. We are not obliged to investigate or rectify any BPAY® payment unless you provide us with that consent.

## 56. No “chargebacks” for BPAY®

56.1 With respect to BPAY® payments made by card, except where a BPAY® payment is a mistaken payment, unauthorised payment or fraudulent payment referred to in clause 55, BPAY® payments are irrevocable. No refunds will be provided through BPAY® where you have a dispute with the biller about any goods or services you may have agreed to acquire from the biller. Any dispute must be resolved with the biller.

56.2 Even when your BPAY® payment has been made using an account, no “chargeback” rights are available under BPAY® scheme rules.

## 57. Suspension

57.1 We may suspend your right to participate in BPAY® at any time.

57.2 The circumstances in which we may suspend your right to participate in BPAY® include, but are not limited to, if we believe your member number and access code are being used, or will be used, in a way that will cause losses to you or us.

## 58. Account records

58.1 You should check your account records carefully and promptly report to us as soon as you become aware of them any BPAY® payments that you think are errors or are BPAY® payments that you did not authorise or you think were made by someone else without your permission.

## 59. Consequential damage - BPAY®

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. In relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

# Part 5: Batch payments

## 60. How to use batch payments

Batch payments are not available on an application issued by us via our internet banking service.

60.1 When you tell us to make a batch payment, you must give us the information specified below. We will then debit the account you specified with the amount of that batch payment.

60.2 Batch payments can be made, provided:

- (a) you have access to internet banking;
- (b) we allow batch payments to be made from the account;
- (c) there are sufficient cleared funds or credit available in the account to meet the value of the batch payment; and
- (d) the relevant institution agrees to accept the payment.

## 61. Information you must give us

61.1 You can make a batch payment by uploading a file or by creating a multiple payment. Further details regarding how to make batch payments are available on our website or by contacting us.

61.2 You acknowledge that we are not obliged to effect a batch payment if you do not give us all of the above information we reasonably require to make a batch payment.

## 62. Payments

62.1 We will not accept an order to stop a batch payment once you have instructed us to make that batch payment except in the circumstances set out in clause 62.6 below.

62.2 You should notify us immediately if you become aware that you may have made a mistake when instructing us to make a batch payment, or if you did not authorise a batch payment that has been made from your account.

62.3 Institutions who are participating members of BECS have agreed that a payment you make using the batch payment system will be treated as received by the participating

member to whom it is directed:

- (a) on the date you make that batch payment, if you tell us to make the batch payment before our payment cut-off time on a business day; or
- (b) on the next business day, if you tell us to make a batch payment after our payment cut-off time on a business day, or on a non-business day.

62.4 A delay might occur in processing a batch payment where:

- (a) there is a public or bank holiday on the day after you tell us to make a batch payment;
- (b) you tell us to make a batch payment either on a day which is not a business day or after the payment cut-off time on a business day; or
- (c) another participating member of BECS does not comply with its obligations in relation to the facility.

62.5 You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a batch payment and you later discover that:

- (a) the amount you told us to pay was greater than the amount you needed to pay, you must contact the payee to obtain a refund of the excess; or
- (b) the amount you told us to pay was less than the amount you needed to pay, you can make another batch payment for the difference between the amount actually paid to the payee and the amount you needed to pay.

62.6 When you set up a batch payment you may choose to make the payment on a future date. If you have set up a batch payment to occur on a future date, this payment may be cancelled up to 1 business day before the payment is due to be made.

### 63. Liability for mistaken payments, unauthorised transactions and fraud

63.1 We will attempt to make sure that your batch payments are processed promptly by the participants in BECS.

You must tell us promptly if you:

- (a) become aware of any delays or mistakes in processing a batch payment; or
- (b) did not authorise a batch payment that has been made from your account; or
- (c) think that you have been fraudulently induced to make a batch payment.

We will attempt to rectify any such matters in relation to your batch payments in the way described in this clause. Except as set out in this clause and clause 65, we will not be liable for any loss or damage you suffer as a result of using batch payments. If a batch payment is made to a person or for an amount which is not in accordance with your instructions (if any), and your account was debited for the amount of that payment, we will credit that amount to your account. However, if you were responsible for a mistake resulting in that payment and we cannot recover that amount from the person who received it, you must pay us that amount.

63.2 If a batch payment is made in accordance with a payment direction which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your account with the amount of that unauthorised payment.

However, you must pay us the amount of that unauthorised payment if:

- (a) we cannot recover the amount from the person who received it; and
- (b) the payment was made as a result of a payment direction which did not comply with our prescribed security procedures for such payment directions.

63.3 If a batch payment is induced by the fraud of a person involved in processing the batch payment, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud-induced payment, you must bear the loss, unless 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
- (b) acted negligently or fraudulently in connection with these terms and conditions.

### 64. When a financial institution cannot process a payment

64.1 If we are advised that a batch payment cannot be processed by another financial institution we will:

- (a) advise you of this;
- (b) credit your account with the amount of the batch payment; and
- (c) take all reasonable steps to assist you in making the batch payment as quickly as possible.

### 65. Consequential damage – batch payments

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

## Part 6: Automatic transfers

### 66. Arranging an automatic transfer

66.1 You can arrange an automatic transfer by contacting us, via internet banking or by visiting any branch and completing a written authority. You must give us information we require to enable us to make a payment. This information may include the BSB and account numbers, and account name, of the accounts from and to which payments are to be made. You must check that all information you give to us is correct (including, but not limited to, the BSB and the account number). We do not check and are not responsible for checking that any information you give us is correct, including whether the BSB and account numbers correspond to the account name which you advise us. You are liable for any payment we carry out in accordance with your instructions.

## 67. Timing of an automatic transfer

- 67.1 Your first automatic transfer will occur on the date specified by you.
- 67.2 You must ensure that you have sufficient cleared funds or available credit in your account, from which a payment will be made. 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), we may process the payment at any time within 1 business day either side of the nominated day (depending on how the automatic transfer was established).
- 67.3 When you instruct us to make a payment to an account held with another financial institution, we will endeavour to make that payment to the BSB and account numbers you provide us. If you give us instructions to make a payment on a business day after the time specified on our website **newcastlepermanent.com.au** we may process that payment the following business day.
- 67.4 A delay might occur in processing an automatic transfer where:
- (a) you tell us to make a payment on a business day after the relevant cut-off time; or
  - (b) another financial institution is involved in processing that payment and they do not process the payment as soon as they receive its details.
- 67.5 Automatic transfers can be made as a one off payment, or on the same day:
- (a) each week;
  - (b) each fortnight;
  - (c) each month;
  - (d) every four weeks;
  - (e) every two months;
  - (f) each quarter;
  - (g) each half year; and
  - (h) every year.

## 68. Stopping or altering an automatic transfer

- 68.1 You can stop or alter an automatic transfer by contacting us at least 1 business day before the payment is due to be made.
- 68.2 If you have arranged an automatic internet banking transfer payment, you may also stop or alter this automatic transfer through internet banking at least 1 business day before the payment is due to be made.
- 68.3 If you have arranged an automatic transfer through one of our branches or by contacting us you will be able to view the transfer details via internet banking but you must contact us to arrange for the transfer to be stopped or altered.
- 68.4 We may at any time in our absolute discretion stop an automatic transfer. If we do this we will notify you.

## 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. 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.

## Part 7: Cheques

### 70. Issuing and writing cheques

- 70.1 You must be 18 years of age or over to apply for a cheque facility.
- 70.2 You may only write cheques on the forms we supply and which are crossed and endorsed "Not Negotiable". All cheques that are written must be completed legibly and signed by you in accordance with any instructions you give us in relation to the use of your account.
- 70.3 When writing a cheque you should always write the amount of the cheque in words as well as figures for security and clarity. You should also:
- (a) not leave any gaps between the words or figures;
  - (b) begin the amount in words with a capital letter as close as possible to the words "The sum of" and draw a line from the end of the amount in words to the printed \$;
  - (c) add the words "only" after the amount in words; and
  - (d) begin the amount in figures as close as possible to the printed \$.

This can help to reduce the risk of fraud.

- 70.4 You should use a blue or black pen to write a cheque, and must not write a cheque with a pencil or erasable ink. A printer may also be used to print cheque forms.
- 70.5 We may charge you and debit your account with any government charge, impost, levy or any bank fees and charges (other than those which we agree to pay) payable in relation to or incidental to the issue of a cheque by you.
- 70.6 The issuing of a cheque by you authorises us to debit your account with the amount of any cheque signed by you in accordance with the operating instructions on the account. You should only draw a cheque if there are sufficient available funds in your account.
- 70.7 You must take all reasonable care to prevent fraud occurring in relation to your cheque facility.

### 71. What is the effect of crossing a cheque?

- 71.1 Crossing a cheque means drawing two transverse parallel lines from top to bottom on the face of the cheque. When you cross a cheque, you are telling the bank that the cheque must be paid into an account with a financial institution and not cashed.

### 72. What is the meaning of "Not Negotiable"?

- 72.1 The words "not negotiable" between two parallel lines

across the face of a cheque mean that, where the cheque is transferred, the person who obtains the cheque has no greater rights than the person who transferred it to him or her.

72.2 For example, if your cheque has been stolen and passed by a thief to an innocent person, you will be able to recover the amount paid on your cheque from the innocent person (or the thief if they are found) – this is because the thief has no rights to the cheque and therefore has passed no rights to the innocent person.

### 73. What is the meaning of “Account Payee Only”?

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

### 74. What is the significance of deleting “or bearer”?

74.1 The words “or bearer” mean that (except in the case where the cheque is crossed and must therefore be collected by a financial institution) the financial institution on which the cheque is drawn has authority to pay it to any person in possession of it even if that person found it or stole it, unless the financial institution has reason to suspect that the cheque might have fallen into the wrong hands. If you delete these words, the cheque becomes an “order” cheque.

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

- (a) to the named payee; or
- (b) to any other person to whom the named payee by endorsing the cheque on the reverse side,

has ordered it to be paid.

### 75. Stopping a cheque

75.1 You may request payment to be stopped on a cheque which has not yet been presented for payment as long as you pay any charges we impose for this service.

75.2 To stop a cheque you must contact us by telephone or at one of our branches. We may require confirmation in writing. You should identify the cheque clearly by telling us the name of the account, the amount of the cheque, the number and date of the cheque and name of the payee.

### 76. Dishonouring cheques

76.1 We may, at our discretion and subject to any applicable laws, dishonour a cheque if:

- (a) you have insufficient cleared funds in your account to cover the cheque or honouring the cheque would mean the balance of your account exceeds your overdraft facility limit;
- (b) the cheque has not been completed correctly or is incomplete (including but not limited to a cheque that is unsigned, undated, post dated, stale or has no payee stated or has been materially altered and you have not authorised the alteration);
- (c) you have instructed us to stop payment on the cheque;

(d) your account has been closed or your cheque facility cancelled;

(e) we have received notice of your mental incapacity, bankruptcy or death.

76.2 We are entitled to charge a fee if we dishonour a cheque drawn on your account.

### 77. Exceeding your available balance

77.1 If for any reason we honour a cheque which exceeds the cleared funds in your account or results in the balance of your account exceeding your overdraft facility limit (or is presented after your account is closed or your cheque facility is cancelled), then you will owe us the outstanding amount. This is not an agreement by us to provide you with credit. This debt is payable immediately to us together with any interest and costs or expenses we may incur in the collection of this debt.

### 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;
- (b) any act or transaction performed or effected by us in good faith on your behalf; or
- (c) the dishonour or failure to dishonour any cheque drawn by you.

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

[newcastlepermanent.com.au](http://newcastlepermanent.com.au)