

*Portfolio Facility
Terms and Conditions*

Version 1
July 2009



Introduction

References to ANZ

In this Terms and Conditions booklet, 'ANZ' means Australia and New Zealand Banking Group Limited ABN 11 005 357 522.

Read your terms and conditions material

You should read all relevant contractual material that is provided to you and ask ANZ about any issues that concern you. This document does not contain all the precontractual information required to be given to you. The rest of the information is contained in the Letter of Offer and in the Portfolio Schedule.

Your Letter of Offer describes the annual percentage rate(s) as at the disclosure date and the Credit Fees and Charges that apply to the Portfolio Facility and to the use of any Sub-account established under the terms of the Portfolio Facility. The Repayments applicable to the initially proposed Sub-accounts are set out in the Portfolio Schedule and the method by which repayments will usually be calculated is described in the Letter of Offer. The Repayments applicable to all Sub-accounts that are current from time to time will be shown in the then current Portfolio Schedule.

If you accept the Letter of Offer addressed to you, the contract will be made up of:

- the terms in the Letter of Offer;
- the Portfolio Schedule to the Letter of Offer, as revised from time to time;
- the General Conditions in this booklet;
- the Specific Conditions in this booklet; and
- the Electronic Banking Conditions of Use in this booklet.

The General Conditions apply to the operation of the Portfolio Facility and to each Sub-account that is opened under the Portfolio Facility. In addition, Specific Conditions (A) and Specific Conditions (B) will apply to any Sub-account that is of a type to which one or both of those Specific Conditions are applicable.

You should also see the Electronic Banking Conditions of Use in this booklet. These Conditions of Use explain when they will be applicable to you. When you are reading the Letter of Offer, the Portfolio Schedule and General and Specific Conditions, keep in mind that some terms have special meanings which are explained at the end of the General Conditions section of this booklet.

Table of Contents

General Conditions	1
1. Important Taxation Notice	1
2. Sub-accounts and guarantee and indemnity from Portfolio Facility holders	1
3. The Primary Sub-account	2
4. Operation of a Sub-account	2
5. Requesting changes to the Portfolio Facility or Sub-accounts	3
6. Change to a Sub-account during a fixed rate period	4
7. Acceptance of the Letter of Offer	4
8. Commencement of the Portfolio Facility	4
9. Termination of the Portfolio Facility	5
10. Termination of the Portfolio Facility by ANZ	5
11. Cancellation of the Portfolio Facility by the Portfolio Facility holders	5
12. Application of fees and charges	6
13. Cancelling or reducing the credit limit on the Portfolio Facility or a Sub-account	6
14. Actual amounts that need to be paid may be different from those in the Portfolio Schedule	6
15. Annual Percentage Rate(s) (Interest Rate)	7
16. Processing of repayments, additional payments or other transactions	8
17. How fees and charges are payable	9
18. Changes to fees and charges	10
19. Government charges	11
20. Security	11
21. Insurance	12
22. Lenders Mortgage Insurance	12
23. Trusts	13
24. Company	13
25. ANZ's rights if there is a default under this agreement	14
26. Waiver	17
27. Enforcement expenses	17

28. Joint and several liability for Sub-account holders	17
29. Review by ANZ and disclosure of financial information	18
30. Privacy and confidentiality – ANZ’s collection, use and disclosure of personal information	18
31. Statements	20
32. Notices	20
33. Assignment	21
34. Code of Banking Practice	21
35. Changes to terms and conditions	22
36. Illegality	22
37. Representations by a Portfolio Facility holder which is a company, partnership or entering the contract as a trustee of a trust	22
38. Availability of funds	24
39. Disruption to service	25
40. Withholding tax	25
41. Law and jurisdiction	26
42. First Home Owner Grant	26
43. Financial services dispute resolution schemes	26
44. If you are in financial difficulty	27
45. Cheques	28
46. Stopping payments for Direct Debits and Periodical Payments	32
47. ANZ’s right to combine accounts	32
48. Anti-Money Laundering and Sanctions	33
49. Definitions (for General Conditions and Specific Conditions and Letter of Offer)	33
Specific Conditions (A)	37
1. Date of advance (full sum advance Sub-accounts)	37
2. Loan purpose	37
3. Funds disbursement	37
4. Drawdown confirmation	38
5. Specific obligations	38
6. How interest is calculated and debited	39

7. Sub-account repayments	40
8. Changes to repayments of principal and interest	40
9. ANZ Redraw	41
10. Repayment Holiday	42
11. Mortgage Offset Accounts	43
12. Late Payment Fee	43
Sub-account(s) for construction purposes:	44
13. Date of first advance (progressively drawn Sub-accounts)	44
14. Progress payments	44
15. Restriction on advances for construction loans	45
16. Valuations and surveys	45
Sub-account(s) during a Fixed Interest Rate period:	45
17. How interest is calculated and debited where interest is payable in advance	45
18. Repaying a Sub-account early during a Fixed Interest Rate period	47
19. Prepayment calculation	49
Specific Conditions (B)	53
1. Term	53
2. Repayments	53
3. Depositing cheques	54
4. Drawing funds and exceeding the credit limit	54
5. How interest is calculated and debited	55
6. Method of repayments	56
7. Additional payments	56
8. Default rate	56
Electronic Banking Conditions of Use	57
Definitions	57
Transaction limits	58
How the Account holders can use ANZ Internet Banking	58
Fees and Charges for ANZ Mobile Phone Banking	58
Access to and use of Pay Anyone and International Services	59

Access levels for ANZ Phone Banking, ANZ Internet Banking and ANZ Mobile Phone Banking	60
Access Control for ANZ Internet Banking for Business	61
Processing instructions – general	63
Processing instructions – ANZ Phone Banking, ANZ Internet Banking, ANZ Internet Banking for Business and ANZ Mobile Phone Banking	64
Processing instructions – Pay Anyone and International Services and Direct Debits	65
Processing instructions – BPAY®	66
Short Message Service (SMS)	68
Card validity	68
Lost or stolen cards, Password, PIN or Telecode	69
Cancellation of cards, Security Devices or electronic access	69
Withdrawal of electronic access	70
Password, PIN and Telecode security	71
Unauthorised transactions	72
Additional protection	74
Equipment malfunction	75
Access to Other Services	75
Liability under the BPAY® scheme	76
Unauthorised Payments	77
Fraudulent Payments	77
Mistaken Payments	77
Precedence of Terms	78
Changes to the Electronic Banking Conditions of Use	79
Information Statement	79
The Contract:	79
1. How can I get details of my proposed credit contract?	79
2. How can I get a copy of the final contract?	79
3. Can I terminate the contract?	80
4. Can I pay my credit contract out early?	80
5. How can I find out the pay out figure?	80

6. Will I pay less interest if I pay out my contract early?	80
7. Can my contract be changed by ANZ?	80
8. Will I be told in advance if ANZ is going to make a change in the contract?	81
9. Is there anything I can do if I think that my contract is unjust?	81
Insurance:	81
10. Do I have to take out insurance?	81
11. Will I get details of my insurance cover?	81
12. If the insurer does not accept my proposal, will I be told?	82
13. In that case, what happens to the premiums?	82
14. What happens if my credit contract ends before any insurance contract over mortgaged property?	82
Mortgages:	82
15. If my contract says I have to give a mortgage, what does this mean?	82
16. Should I get a copy of my mortgage?	82
17. Is there anything that I am not allowed to do with the property I have mortgaged?	82
18. What can I do if I find that I cannot afford my repayments and there is a mortgage over property?	82
19. Can ANZ take or sell the mortgaged property?	83
20. If ANZ writes asking me where the mortgaged goods are, do I have to say where they are?	83
21. When can ANZ or its agent come into a residence to take possession of mortgaged goods?	83
General:	83
22. What do I do if I cannot make a repayment?	83
23. What if ANZ and I cannot agree on a suitable arrangement?	84
24. Can ANZ take action against me?	84
25. Do I have any other rights and obligations?	84
Postal Addresses	85
Customer Enquiries	86

General Conditions

1. Important Taxation Notice

In accepting the Letter of Offer, you must not rely on any statement or representation by ANZ (including by any of its employees or agents) relating to taxation matters connected with this Portfolio Facility. *You must obtain your own independent taxation and/or legal advice about these matters.* ANZ makes no representations, and provides no advice, about the manner in which your use of the Portfolio Facility or any Sub-account will be treated or regulated for taxation purposes, either with respect to yourself or any other person.

2. Sub-accounts and guarantee and indemnity from Portfolio Facility holders

Up to 12 Sub-accounts can be established under the Portfolio Facility.

Before a Sub-account is established at your request, each of the Portfolio Facility holders will need to nominate which of you are to be the account holders for that Sub-account.

If any of the Portfolio Facility holders is a company, including a company acting as a trustee, that company may not hold any Sub-account jointly with any other person and any Sub-accounts proposed to be held by that company must be established in the company's name alone.

Where some or all of the Portfolio Facility holders are natural persons (individuals), including natural persons acting as trustees, they may hold any Sub-account jointly and the Portfolio Facility holders may request the establishment of any Sub-account in the joint names of one or more of those individuals.

Each Sub-account that is established under the Portfolio Facility will be operated as a separate loan or facility that is provided by ANZ to those nominated Sub-account holders alone.

Accordingly, where an advance is made, or a loan or facility is provided to the Sub-account holders under a Sub-account, it is the Sub-account holders that will be liable to ANZ in respect of the advance that is made, or the finance that is provided, by ANZ under that Sub-account. You should note, however, that before ANZ will establish a Sub-account for one or more nominated Sub-account holders, ANZ will require the other Portfolio Facility holders to have provided a separate guarantee and indemnity to ANZ in respect of the Sub-account holders'

obligations to ANZ under that Sub-account. That guarantee and indemnity must be in a form and in terms acceptable to ANZ.

3. The Primary Sub-account

At and from the commencement of the Portfolio Facility, at least one ANZ Equity Manager Sub-account must be established under the Portfolio Facility. Accordingly, as part of the application process for the establishment of a Portfolio Facility you must request the establishment of one ANZ Equity Manager Sub-account.

This ANZ Equity Manager Sub-account must then be nominated by you as the **Primary Sub-account**.

In addition, where the Portfolio Facility holders are all natural persons (individuals), every one of them, including any individual acting as a trustee, must be a Sub-account holder of that Primary Sub-account. Where, however a Portfolio Facility holder is a company the Primary Sub-account must be held in the name of the Portfolio Facility holder that is a company.

The Sub-account holders of the Primary Sub-account are not required to request an advance (or to request the establishment of a credit limit) under the **Primary Sub-account**.

4. Operation of a Sub-account

Each joint holder of a Sub-account will be deemed to be authorised to operate that Sub-account. ANZ may require all Sub-account holders to authorise certain transactions. The holders of a Sub-account may nominate any other person(s) to operate that Sub-account (subject to any restrictions imposed by ANZ or the Sub-account holders).

The holders of a Sub-account must not allow the credit limit for the Sub-account (if any) to be exceeded at any time. Where any amount(s) are debited to a Sub-account in excess of the credit limit applicable to that Sub-account the excess must be repaid immediately by the holders of that Sub-account.

The holders of a Sub-account must also comply with all other terms and conditions that apply to the use of that Sub-account and any card (including a debit card or a credit card) or other account (including but not limited to Mortgage offset account) that is connected to that Sub-account.

Different Reference rates may apply to determine the annual percentage rates that are applicable to different Sub-accounts.

Where the Portfolio Facility holders have, at the time of their application for a Portfolio Facility, nominated the Sub-accounts to be initially established under the Portfolio Facility and the amounts to be advanced under those Sub-accounts, the details of each Sub-account that ANZ initially agrees to provide (including the names of the proposed Sub-account holders that have been nominated by all of the Portfolio Facility holders) will be set out in the Portfolio Schedule enclosed with the Letter of Offer.

After the commencement of the Portfolio Facility, ANZ will continue to require the written authorisation of each Portfolio Facility holder to establish a Sub-account in the names of one or more Portfolio Facility holders and to make a requested advance to those Portfolio Facility holders as Sub-account holders of the relevant Sub-account.

5. Requesting changes to the Portfolio Facility or Sub-accounts

Portfolio Facility holders may request changes to the Portfolio Facility and the holders of a Sub-account may request a change to the terms of their Sub-account.

Where there is more than one Portfolio Facility holder, ANZ may require each Portfolio Facility holder to authorise certain change requests. ANZ will require each Portfolio Facility holder to authorise or consent to the following request types:

- adding a new Sub-account;
- decreasing or increasing the Portfolio Credit Limit;
- changing existing Sub-account limits and the terms applicable to any advances provided (or to be provided);
- adding or releasing a security provided in relation to the Portfolio Facility;
- a request to cancel the Portfolio Facility in accordance with clause 13 of these General Conditions.

Where ANZ agrees to the make the requested change, it will inform all Portfolio Facility holders of its agreement to the requested change.

6. Change to a Sub-account during a fixed rate period

Where a change to a Sub-account is requested while the Sub-account is in a fixed interest rate period, the Sub-account holders may be liable to pay an Early Repayment Administration Fee and an Early Repayment Cost in accordance with Specific Conditions (A) clauses 18 and 19. You should also note that in the event of a default by the relevant Sub-account holders in the payment of any amount that becomes due to ANZ, the other Portfolio Facility holders may become separately liable to ANZ in respect of that default under the terms of the separate Guarantee and Indemnity that they provide to ANZ. You should therefore ensure that you have a full understanding of whether an Early Repayment Administration Fee and an Early Repayment Cost will become payable before a request is made to change the terms applicable to any advance provided under the Sub-account.

7. Acceptance of the Letter of Offer

To accept the offer each person to whom the Letter of Offer is addressed must, within 14 days of the date appearing on the Letter of Offer, sign the copy of the Letter of Offer marked 'Original to Sign'. The signed copy must be returned to ANZ.

ANZ must receive signed acceptance of the Letter of Offer from each person to whom the Letter of Offer is addressed, unless otherwise agreed by ANZ in writing.

If you do not accept the Portfolio Facility offer within the 14 days, but decide later you would like to accept it, you can contact your ANZ branch to request an extension of the acceptance period.

If ANZ does not receive acceptance of the Letter of Offer within this time period (or within such extension period as ANZ agrees in writing), the Letter of Offer will expire and ANZ will not be obliged to make the Portfolio Facility available to you.

A second copy of the Letter of Offer marked 'Copy to Keep' is yours to keep along with this booklet.

8. Commencement of the Portfolio Facility

The Portfolio Facility commences on the date when ANZ has received a copy of the Letter of Offer that is signed by each of the persons to whom it was addressed within the time frames set out in the section above.

9. Termination of the Portfolio Facility

If the Portfolio Facility holders have nominated a termination date for the Portfolio Facility, it will be set out in the Letter of Offer. Any facility to be provided under a Sub-account will not be provided for a term that exceeds the nominated termination date.

10. Termination of the Portfolio Facility by ANZ

ANZ may terminate the Portfolio Facility at any time before it has advanced any money to any Sub-account holders, whether or not the Portfolio Facility holders (or any of them) are in breach of this agreement. We will give the Portfolio Facility holders notice of any such cancellation as soon as practicable.

11. Cancellation of the Portfolio Facility by the Portfolio Facility holders

The Portfolio Facility holders may, in writing, request the cancellation of the Portfolio Facility. They can do so at any time by requesting the cancellation of the Portfolio Credit Limit and by notifying ANZ that no further draw downs or advances are to be made under any Sub-account. If there is more than one Portfolio Facility holder, each of them must make such a request in writing.

Before ANZ will cancel the Portfolio Credit Limit in accordance with such a request any outstanding balance in any Sub-account(s), and any other money owing under the Portfolio Facility or under any Sub-accounts must be paid to ANZ.

Where the Portfolio Facility is cancelled by ANZ:

- all Sub-accounts operated under the Portfolio Facility will also be cancelled by us; and
- the Portfolio credit limit and any separate Sub-account credit limits will be reduced to zero.

Warning: Before you request the cancellation of the Portfolio Credit Limit you should check whether the repayment of the outstanding balance of a Sub-account would result in the relevant Sub-account holders becoming liable to ANZ for an Early Repayment Administration Fee and for an Early Repayment Cost. An Early Repayment Administration Fee and an Early Repayment Cost are payable in circumstances described in Specific Conditions (A) clauses 18 and 19. Early Repayment Costs can be very substantial. On request, ANZ can give Sub-account

holders an estimate of the likely cost, but the actual cost will be determined on the day that the early repayment event occurs.

Where the Portfolio Facility is cancelled by ANZ:

- all Sub-accounts operated under the Portfolio Facility will also be cancelled by us; and
- the Portfolio credit limit and any separate Sub-account credit limits will be reduced to zero.

12. Application of fees and charges

Any fees and charges payable under the Portfolio Facility, or in respect of a Sub-account will be payable in the manner described in the Letter of Offer.

13. Cancelling or reducing the credit limit on the Portfolio Facility or a Sub-account

ANZ may reduce or cancel any unused portion of the credit limit on the Portfolio Facility and/or any Sub-account at any time.

After ANZ cancels the unused portion of the Portfolio Facility credit limit, no further credit is available on the Portfolio Facility and ANZ may refuse to establish any new Sub-account.

ANZ reserves the right to block access to any Sub-account including any debit account attached to a Sub-account.

14. Actual amounts that need to be paid may be different from those in the Portfolio Schedule

The actual amounts the Sub-account holders need to pay under a Sub-account may be different from the amounts set out in the applicable Portfolio Schedule. This is because the financial details in a Portfolio Schedule are based on some assumptions that may change.

The financial details for each Sub-account in a Portfolio Schedule:

- use interest rates and fees applicable at the date of disclosure (set out in the Letter of Offer or disclosed on the applicable Portfolio Schedule);

- assume the Sub-account will be fully drawn on the nominated date of advance (where relevant) unless a progressive drawdown has been nominated;
- may include government duties and taxes payable on foreseeable withdrawals and receipts; and
- may include periodic bank fees, where applicable, except when they are to be paid from another account.

15. Annual Percentage Rate(s) (Interest Rate)

Interest rates can change

Variable Reference rates (or Index rates) can be changed **at any time** by ANZ.

Fixed Reference rates can also be changed at any time before drawdown, unless a Lock Rate applies, but not once the relevant Sub-account has been drawn and the fixed interest rate period has started.

At the end of any fixed interest rate period, the Sub-account holders may apply for another fixed interest rate period, and, if ANZ agrees to the request, all Portfolio Facility holders will be advised of any extra or varied terms which will apply. Please note that fees may apply as set out in the Letter of Offer.

If the Letter of Offer provides that a particular interest rate margin applies to a loan or facility provided under a Sub-account during a fixed rate period, that margin will, unless varied by ANZ, apply to that Sub-account for the whole of that fixed rate period. ANZ may, however, agree to offer a different margin in respect of any future fixed rate period agreed between the Sub-account holders and ANZ.

ANZ may at any time vary the margin on a loan or facility made under a Sub-account other than when it is subject to a fixed rate period.

Notifying you of changes

If there is a change in the reference rate or interest rate margin that applies to a Sub-account, the Portfolio Facility holders will be notified no later than the date on which the change takes effect, by notice in writing or advertisement published in a newspaper circulating throughout each State and Territory. Details of the change will also appear on the next Sub-account statement.

Current interest rates and reference rates are also available on www.anz.com, by asking at any ANZ branch or calling ANZ Home Loan Hotline on 1800 035 500, 8am – 11pm (Melbourne time) 7 days a week.

Repayments

Each Sub-account may be subject to differing repayment and interest terms. ANZ will outline these terms in the applicable Portfolio Schedule in respect to each Sub-account.

The Sub-account holders for a particular Sub-account are responsible for the use and management of that Sub-account and are responsible for the repayment obligations that apply to that Sub-account.

16. Processing of repayments, additional payments or other transactions

If a request in relation to a Sub-account is made on a day that is not a business day, that request will generally be submitted for consideration on the following business day.

Generally, any transaction made on a Sub-account will be processed on the same day as long as it is made before the following times:

- 4pm Melbourne time Monday to Friday (excluding national public holidays) for repayments, withdrawals or deposits at ANZ ATMs (or ATMs of associated financial institutions);
- 10pm Melbourne time Monday to Friday (excluding national public holidays) for funds transfers made through ANZ Phone Banking or ANZ Internet Banking; or
- 6pm Sydney time on Banking Business Days (as defined in the Electronic Banking Conditions of Use at the end of this booklet) when using BPAY®.

Any transaction made after these cut-off times may be processed on the following Banking Business Day.

If a payment is made by mail it will be credited to the relevant account by ANZ on the date of receipt. Please allow a suitable amount of time for the mail to reach ANZ.

If a cheque used for a repayment is dishonoured, the repayment will be treated as not having been made, and interest will

continue to accrue on the unpaid daily balance until actual payment is received. If a repayment or other payment is due on the 29th, 30th or 31st of a month which does not contain such a date, it is due on the last day of that month.

If a repayment or other payment is due on a day which is not a business day, it must be paid on the next business day.

A repayment or other payment made to a Sub-account on the last day of a statement period may not appear on the statement issued for that period. If so, the repayment or other payment will instead appear on the next statement for that Sub-account, together with its effective date.

17. How fees and charges are payable

Fees and charges are payable in the following manner:

- for Sub-accounts that are continuing credit facilities, they will be added to the unpaid daily balance and accrue interest at the same rate, and in the same manner, as advances;
- in all other situations, they will be debited to an ANZ account nominated by the Sub-account holders on the day they are due. Where the sub-account holders have not nominated an alternative account, they will be debited to the relevant Sub-account. Any fee debited to your Sub-account which is not paid immediately will be added to the unpaid daily balance and accrue interest at the same rate as the principal.

When a fee is charged in arrears and the Sub-account is repaid or terminated before the fee is due to be charged, ANZ can charge this fee on a pro-rata basis to cover the period up to the date of repayment or termination.

Where a fee is not attributable to a particular Sub-account, the Portfolio Facility holders must make arrangements for the fee to be paid to ANZ on the day it is due.

Information on current bank fees and government charges is also available via www.anz.com, any ANZ branch or by calling our Home Loan Hotline 1800 035 500, 8am-11pm (Melbourne time), 7 days a week or the ANZ Customer Service Centre on 13 13 14, 24 hours, 7 days a week.

18. Changes to fees and charges

ANZ can do the following:

	Minimum number of days notice	Method of notice
Introduce a new fee	30 days	In writing
Increase a fee	30 days	In writing, or by press advertisement with details provided before or when the next Sub-account statement is sent
Decrease a fee	Day of change	In writing, or by press advertisement, with details provided before or when the next Sub-account statement is sent
Change method of calculation, frequency, manner of payment and payment dates of each fee	30 days	In writing, or by press advertisement, with details provided before or when the next Sub-account statement is sent

Lending for personal use, regulated by the Consumer Credit Code

If any other change reduces the Sub-account holders' or Portfolio Facility holders' obligations, ANZ can give less than 30 days' notice but notice will be provided before or when the next Sub-account statement or Portfolio Facility statement is sent.

Lending for investment or business purposes:

	Minimum number of days notice	Method of notice
Introduce a new fee	30 days	In writing
Increase a fee	Day of change	In writing, or by press advertisement
Decrease a fee	Day of change	In writing, or by press advertisement
Change method of calculation, frequency, manner of payment and payment dates of each fee	Day of change	In writing, or by press advertisement

Press advertisements will be published in a newspaper circulating throughout each State or Territory.

During any fixed interest period, no change to the early repayment fees or charges will be applied to your loan, and no new early repayment fee or charge introduced to your loan.

19. Government charges

Government duties, taxes and other charges incurred because of receipts and withdrawals (including cheques) made to or from Sub-account(s), are payable by the Sub-account holders.

20. Security

The Letter of Offer sets out the details of any security required by ANZ for the Portfolio Facility. Please be aware that:

- each Portfolio Facility holder must provide ANZ with a guarantee and indemnity which guarantees the obligations of each Sub-account which the relevant Portfolio Facility holder is not also a Sub-account holder. The guarantee and indemnity will:
 - i. guarantee the repayment of all amounts due to ANZ under that Sub-account in the event of a default by the Sub-account holders in the payment of any amount that becomes due to ANZ under that Sub-account; and
 - ii. indemnify ANZ against loss suffered in connection with that default.
- if any of the security has been provided to ANZ in the past, by accepting the Letter of Offer, the Portfolio Facility holders agree to that security also being held by ANZ as security for the Portfolio Facility;
- security documents are prepared on ANZ's normal security forms. If special circumstances exist, or if ANZ considers it necessary, these forms will be changed or new securities will be drafted to ensure there is effective security;
- if changes to securities or new security items are prepared outside ANZ, Portfolio Facility holders must pay to ANZ any reasonable external fees which are incurred. Portfolio Facility holders can ask for a quote or an estimate and the fees will be payable on the date they are invoiced to ANZ;

- Portfolio Facility holders can obtain copies of ANZ's normal security documents through any ANZ branch before accepting the Portfolio Facility offer;
- ANZ must be satisfied with the title and the security documents before it will provide any credit.

Where there is more than one security to be provided and there is more than one settlement, ANZ has the right to limit the credit amount available under the Portfolio Facility, until all securities are held by ANZ.

Portfolio Facility holders must pay any applicable stamp duty and registration fees by the date funds are advanced under a Sub-account or the date that the Portfolio Facility commences (as the case may require). Portfolio Facility holders may also need to pay government fees and stamp duty when any security provided is discharged. Please refer to the Letter of Offer for details.

21. Insurance

All property mortgaged to ANZ other than vacant land, must be insured under a policy acceptable to ANZ.

Please be aware that:

- the insurance policy must cover full reinstatement and/or equal value replacement of the assets;
- Australia and New Zealand Banking Group Limited must be named on the insurance policy as the appropriately ranked mortgagee. This is unless the security is a unit in a building, or a subdivision for which the Body Corporate has taken out insurance for the whole building or subdivision. In this case, ANZ must see the Body Corporate insurance policy; and
- if the security is a Strata Title property and its value or purchase price exceeds \$500,000, the registered proprietor must also take out Strata Title Mortgagee Protection Insurance and give a copy of the policy to ANZ. This does not apply if the property is in Queensland or the Northern Territory.

22. Lenders Mortgage Insurance

Lenders Mortgage Insurance is obtained by ANZ to protect it against possible loss arising from a loan or facility. If ANZ has made it a condition of a loan or facility that Lenders Mortgage Insurance is required, ANZ will purchase the insurance and the Portfolio Facility holders must reimburse ANZ for its cost. The

cost can be debited on that date to an ANZ account nominated by the Portfolio Facility holders

Lenders Mortgage Insurance provides protection for ANZ as lender and not for borrowers. If there is a payment default under the Portfolio Facility, ANZ may incur a loss even if property given as security is sold.

ANZ may recover its loss under its Lenders Mortgage Insurance policy. However, you should note that the insurer may recover any amount that it has paid to ANZ from the Portfolio Facility holders.

23. Trusts

If a Portfolio Facility holder enters into the Portfolio Facility as a trustee, that Portfolio Facility holder is liable under the Portfolio Facility both personally and as trustee of the trust. That Portfolio Facility holder also warrants that:

- that Portfolio Facility holder has been properly appointed as trustee;
- the Portfolio Facility is for a proper purpose under the trust;
- the trustee has all powers and authorities under the trust to enter into the contract; and
- the trustee has the right to be indemnified fully out of the trust property, before the beneficiaries of the trust, for all liabilities incurred by the trustee under the Portfolio Facility.

That Portfolio Facility holder must provide ANZ with all documentation regarding the trust reasonably required by ANZ.

24. Company

If a Portfolio Facility holder is a company, the Portfolio Facility holder warrants that:

- the Portfolio Facility is for the commercial benefit of the company;
- the Portfolio Facility holder has the power and authority to enter into the contract on behalf of the company; and
- ANZ has received a copy of the company's certificate of incorporation.

25. ANZ's rights if there is a default under this agreement

If any of the following events of default occur, ANZ can:

- refuse to establish any new Sub-account under the Portfolio Facility;
- refuse to provide further credit under a Sub-account;
- (subject to notice as described below) require the holders of any relevant Sub-account to make immediate repayment in full of all money then owed to ANZ or which may owed to ANZ in the future under the Sub-account; and
- exercise its rights in relation to security provided to secure your obligations under the Portfolio Facility.

An event of default occurs in relation to a Sub-account:

- if a payment due under the Sub-account or the Portfolio Facility is not made by its due date;
- if there is any breach of any other term or condition applying to the Sub-account;
- if there is any breach of any term or condition (including a repayment obligation) applying to the Portfolio Facility or to any security provided to ANZ for the Portfolio Facility;
- an event occurs that causes any security provided to ANZ for this Portfolio Facility to become unenforceable;
- if, in ANZ's opinion, any event or circumstance arises causing a material adverse effect or change in a Sub-account holder's financial situation likely to affect the Sub-account holder's ability to meet their obligations under the Sub-account or any security provided for the Portfolio Facility;
- if, in ANZ's opinion, any event or circumstance arises causing a material adverse effect or change in a guarantor's financial situation likely to affect the guarantor's ability to meet their obligations under the guarantee.

A material adverse effect or change includes, but is not limited to:

- death of a Sub-account holder or guarantor; or
- termination of a Sub-account holder's or guarantor's employment; or
- insolvency or bankruptcy of a Sub-account holder or guarantor; or

- enforcement proceedings by any creditor against a Sub-account holder or a guarantor or any property mortgaged as security for this Portfolio Facility; or
- any reduction in the value of property mortgaged to ANZ as security for this Portfolio Facility; or
- any insurance over the mortgaged property being cancelled or declined;
- any information supplied by a Portfolio Facility holder to ANZ in connection with this Portfolio Facility, a Sub-account or any security for the Portfolio Facility being found to be untrue, incorrect or incomplete;
- in ANZ's opinion, the funds advanced under the Sub-account are being used for a purpose other than the purpose for which ANZ has made them available.

Before ANZ requires immediate repayment in full, the Sub-account holders will be given 30 days' written notice to provide an opportunity to remedy the default. If ANZ fails to give notice regarding any event of default, ANZ has not waived its right to do so later.

However ANZ will not give a Sub-account holder such notice if:

- ANZ believes, on reasonable grounds, that it was induced by fraud on the part of a Portfolio Facility holder to enter into the Portfolio Facility; or
- ANZ has made reasonable attempts to locate the Sub-account holder, but without success; or
- a court authorises ANZ to require immediate repayment without giving such a notice; or
- goods are mortgaged to ANZ as security for this facility, and ANZ believes on reasonable grounds that they have been or will be removed or disposed of without ANZ's permission; or
- ANZ believes on reasonable grounds that urgent action is necessary to protect property that is mortgaged as security for the Portfolio Facility.

If a Sub-account holder or a guarantor is a company, the Sub-account holders will also be in default if any of the following things happen:

- there is a change in the company's effective control without ANZ's prior written consent;

- an application is made, a resolution is passed or an order is made for the company's winding up;
- the company become an externally administered body corporate or a controller or a trustee for creditors is appointed in respect of any of its property; or
- without ANZ's written consent the company passes a resolution or takes a step:
 - a. to give financial assistance, whether directly or indirectly, for the purpose of, or in connection with an acquisition or proposed acquisition of:
 - the company's shares or the shares of a company of which it is a subsidiary, or
 - any right or interest in those shares;
 - b. to reduce the company's share capital;
 - c. to limit the company's ability to make calls on its uncalled share capital; or
 - d. to buy shares in the company itself other than by redeeming redeemable preference shares;
- some or all of the company's property is seized by or on behalf of a creditor or under legal process;
- the company stops, or threatens to stop, carrying on all or a material part of its business.

If a Sub-account holder entered into the contract as a trustee of a trust or a guarantor provided a guarantee as a trustee of a trust, the Sub-account holders will also be in default if any of the following things happen:

- the trust is held by a court not to have been properly constituted or the trustee concedes that the trust has not been properly constituted;
- the trust terminates or the beneficiaries of the trust resolve to terminate it;
- the trustee ceases:
 - to hold the trust property in its name; or
 - to be trustee;
- the trustee commits a breach of trust which, in ANZ's opinion, is material.

The Portfolio Facility holders agree to notify ANZ in writing promptly if they, or any Sub-account holder or guarantor are in default or a potential event of default occurs.

If ANZ does not, for any reason, demand an immediate repayment when an event of default occurs, ANZ has not waived its right to do so later.

26. Waiver

The rights that ANZ has under the Portfolio Facility cannot be waived except by ANZ giving written notice to the Portfolio Facility holders waiving the particular right. In particular:

- ANZ does not waive any right that ANZ has in connection with the Portfolio Facility merely because ANZ does not exercise it, or does not exercise it as soon as ANZ can; and
- if ANZ exercises a right once or partly, it does not mean that ANZ cannot exercise that right again or its other rights.

27. Enforcement expenses

If a Portfolio Facility holder breaches the terms of the Portfolio Facility or any security document related to the Portfolio Facility or a Sub-account holder breaches the terms of the relevant Sub-account, the Portfolio Facility holders or the Sub-account holders (as the case may be) will be required to pay expenses reasonably incurred by ANZ in enforcing or preserving its rights under the Portfolio Facility, the security or the Sub-account including collection expenses and expenses resulting from dishonour of a cheque or payment.

Enforcement expenses resulting may be debited to the relevant Sub-account, in the same way as other fees and charges. Where enforcement expenses relate to more than one Sub-account, the Portfolio Facility holders may nominate an account for them to be debited to, or, if no such nomination is made, ANZ may apportion the enforcement expenses between the relevant Sub-accounts.

28. Joint and several liability for Sub-account holders

If more than one person is the holder of a Sub-account then each of those persons is liable individually for the full amount of the loan or facility provided via that Sub-account, in addition to each of them being jointly liable with each other.

29. Review by ANZ and disclosure of financial information

ANZ may review the Portfolio Facility, including all Sub-accounts, at any time during the term of the Facility to satisfy itself that the Sub-accounts will be repaid as agreed and that all of the terms and conditions applicable to the Sub-accounts and to any security requested or provided to ANZ are being met.

ANZ can require Portfolio Facility holders to provide information about their financial circumstances at any time during the term of the Facility to show there has been no material adverse change in their financial situations which may be likely to affect their ability to meet their obligations under the Portfolio Facility, any security for it or any Sub-account of which the relevant Portfolio Facility holder is a holder.

ANZ can also require a new valuation of any property provided as security for the Portfolio Facility.

If so, Portfolio Facility holders may be charged a Valuation Administration fee as set out in the Letter of Offer.

30. Privacy and confidentiality – ANZ’s collection, use and disclosure of personal information

When you deal with ANZ, ANZ is likely to collect and use some of your personal information.

ANZ explains below when and how ANZ may collect and use your personal information.

Collection of your personal information by ANZ

ANZ may collect your personal information:

- to assist in providing information about a product or service;
- to consider your request for a product or service;
- to enable ANZ to provide a product or service;
- to tell you about other products or services that may be of interest to you;
- to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion and provision of a product or service;

- to perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training, and market or customer satisfaction research);
- to prevent or investigate any fraud or crime (or a suspected fraud or crime); and
- as required by relevant laws, regulations, Codes and external payment systems.

Absence of relevant personal information

If you do not provide some or all of the information requested, ANZ may be unable to provide you with a product or service.

Disclosures by ANZ

Subject to our general duties of confidentiality towards our customers, ANZ may need to disclose your personal information to:

- your referee(s)
- credit reporting or debt collection agencies;
- an organisation that is in an arrangement or alliance with ANZ for the purpose of promoting or using their respective products or services (and any agents used by that organisation in administering such an arrangement or alliance);
- any service provider ANZ engages to carry out or assist its functions and activities;
- regulatory bodies, government agencies, law enforcement bodies and courts;
- other parties ANZ is authorised or required by law to disclose information to;
- other financial institutions (such as banks);
- mortgage insurers and any reinsurer of any such mortgage insurer;
- your guarantors (and intending guarantors);
- any person who introduces you to ANZ;
- your authorised agents or your executor, administrator or your legal representative;
- each other Portfolio Facility holder.

Accessing your personal information held by ANZ

Subject to the provisions of the Privacy Act, you may access your personal information at any time by asking to do so at any ANZ branch. ANZ may charge you a reasonable fee for access.

If you can show that information about you is not accurate, complete and up to date, ANZ must take reasonable steps to ensure it is accurate, complete and up to date.

Collecting your sensitive information

ANZ will not collect sensitive information about you, such as health information, without your consent.

Where you supply an ANZ member with personal information about someone else

If you give ANZ personal information about someone else, please show them a copy of this clause so that they may understand the manner in which their personal information may be used or disclosed by ANZ in connection with your dealings with ANZ.

31. Statements

ANZ will provide a Portfolio Summary statement and individual Sub-account statements every three months.

The Portfolio Summary statement and individual Sub-account statement frequency will be set to the same frequency.

If a Portfolio Facility holder or Sub-account holder requests a change to a statement cycle period, the change will impact both the Portfolio summary statement as well each Sub-account statement.

Portfolio Facility holders must carefully review all statements so they are aware of the status of their Portfolio Facility and Sub-accounts.

If you believe there are errors or unauthorised transactions shown on a statement, you must contact ANZ as soon as possible.

32. Notices

ANZ can send a written notice, statement or demand for payment to you by sending it by post, telex, facsimile or similar facility to your residential or business address or by leaving it at that address. ANZ can use the last address it has recorded for you. If you change your name or address, you must let ANZ know as soon as possible. If there is more than one Portfolio Facility

holder, any notice, statement or demand will be given to each Portfolio Facility holder at the Portfolio Facility holder's residential or business address unless the Portfolio Facility holders have nominated one person to receive them on behalf of all of them.

Where a Portfolio Facility holder elects to receive notices or statements electronically and the account or facility allows electronic delivery of such information, ANZ will deliver these to the Portfolio Facility holder via ANZ's Internet Banking facilities (the Portfolio Facility holder must be registered for ANZ Internet Banking and have the account or facility linked to their Customer Registration Number to enable electronic delivery of this information).

A notice, statement or demand from ANZ will be considered to have been received by you:

- if left at your address, on the date delivered or the date it bears, whichever is the later;
- if sent by post, on the date it would have been delivered in the ordinary course of post or the date it bears, whichever is the later; and
- if sent by facsimile or other electronic means, on the date it bears or the date the transmitting machine reports it was sent, whichever is the later.

A demand for payment can be signed by any officer of ANZ, or any agent authorised by an officer of ANZ. Any other form of notice or statement need not be signed, unless the law requires it.

33. Assignment

ANZ may, without telling you or obtaining your consent:

- assign any of its rights under this contract; and
- give information about this contract and your obligations under it to any assignee of ANZ's rights under this contract, or anyone who is considering becoming an assignee.

The Portfolio Facility holders may not assign or transfer all or any part of their rights or obligations under this contract without the prior consent of ANZ.

34. Code of Banking Practice

If you are an individual or a small business (as defined in the Code of Banking Practice) ANZ is bound by the Code of Banking Practice when it provides its products and services to you.

35. Changes to terms and conditions

ANZ can vary any of the following:

- the dates on and frequency with which interest will be charged or debited, and the method of calculating interest. However, no such change will be made during any fixed interest rate period;
- the manner in which interest is to be paid or charged;
- the name of any reference rate;
- the amount, method of calculation, frequency, manner of payment and number of the repayments, together with the dates on which they are to be paid;
- the default rate of interest which applies to a Sub-account(s) if the credit limit of the Sub-account is exceeded; and
- the minimum amount that can be withdrawn from a continuing credit facility.

Lending for personal use, regulated by the Consumer Credit Code

ANZ will give not less than 30 days' written notice of any such variation.

Lending for investment or business purposes

ANZ will give not less than 30 days' written notice for the changes above relating to interest.

36. Illegality

If, in any jurisdiction, a provision of this Agreement is illegal or unenforceable, this Agreement is to be interpreted, for the purposes of that jurisdiction only, as if it had never included the provision so far as the provision is illegal or unenforceable.

37. Representations by a Portfolio Facility holder which is a company, partnership or entering the contract as a trustee of a trust

- (a) When the Portfolio Facility holders accept the Letter of Offer they represent that each of the following statements is true in relation to any Portfolio Facility holder which is a company, partnership or entering the contract as a trustee of a trust:

- (i) except as notified to ANZ in writing, neither a Portfolio Facility holder nor any of the guarantors is acting as a trustee of a trust;
- (ii) except as notified to ANZ in writing, there are no encumbrances over:
- any property provided as security for the Portfolio Facility; or
 - any guarantor's property over which a security has or will be given to ANZ.
- (iii) except as notified to ANZ in writing, no litigation, arbitration or administrative proceeding exists or is pending against any Portfolio Facility holder, and the Portfolio Facility holders do not know of any which is threatened, that may have a material adverse effect on:
- a Portfolio Facility holder's or a guarantor's business, assets or financial conditions; or
 - a Portfolio Facility holder's or a guarantor's ability to perform obligations under the Portfolio Facility.
- (iv) each Portfolio Facility holder's most recent annual financial statements:
- show a true and fair view of its financial condition and the results of its operations for the financial year that they cover;
 - disclose all material liabilities; and
 - if the Portfolio Facility holder is a company – comply with the laws of Australia and (except where inconsistent with those laws) generally accepted accounting principles consistently applied in Australia.

The Portfolio Facility holders also represent that there has been no material adverse change in any Portfolio Facility holder's financial condition since the date of the financial statements.

- (v) for each corporate guarantor of a Portfolio Facility, that its most recent annual financial statements:
- show a true and fair view of its financial condition and the results of its operations for the financial year that they cover;
 - disclose all material liabilities; and

- comply with the laws of Australia and (except where inconsistent with those laws) generally accepted accounting principles consistently applied in Australia.

The Portfolio Facility holders also represent that there has been no material adverse change in the guarantor's financial condition since the date of the financial statements.

(vi) The Portfolio Facility holders have disclosed to ANZ all material matters that they know of which affect:

- their or a guarantor's business, assets or financial condition; or
- their or a guarantor's ability to perform obligations under the contract.
- their entry into the Portfolio Facility and carrying out their obligations under it will not contravene:
 - › a law or government requirement that applies to them or any of the property provided as security for the Portfolio Facility; or
 - › an authorisation, licence or exemption that applies to them or any of the property provided as security for the Portfolio Facility; or
 - › an agreement which binds them or any of the property provided as security for the Portfolio Facility; or
 - › if a Portfolio Facility holder is a company, any constitution of the company or the replaceable rules if applicable; or
 - › if a Portfolio Facility holder is a partner, any partnership document.

(b) The Portfolio Facility holders agree to give ANZ prompt written notice if, after it was made or given to ANZ, a representation or statement made to ANZ or information given to ANZ ceases to be true or becomes misleading.

38. Availability of funds

Before any funds are made available you must:

- Accept the Letter of Offer. If there is more than one person who is party to the Portfolio Facility, each party must individually accept the Letter of Offer;
- make sure that any new security documents that are required by the offer are signed;

- arrange any new insurance required by the offer and give a copy of the policy to ANZ;
- complete a disbursement order for each Sub-account, if this is required; and
- meet any other requirements as set out in the Letter of Offer.

ANZ must also be satisfied that:

- the documentation complies with legal requirements;
- you have received all statements and information required by law;
- no event of default has occurred;
- any required guarantee or security has been provided; and
- if you or a guarantor is a trustee of a trust, that all trust requirements have been properly met.

39. Disruption to service

To the maximum extent permitted by law, ANZ will not be liable for any loss or damage, including consequential loss or damage, suffered because of a disruption to service.

This disclaimer of liability does not apply to electronic banking transactions (see the section at the end of this booklet about the conditions which apply to those transactions). This disclaimer is in addition to, and does not restrict, any other provisions contained in these terms and conditions which limit ANZ's liability.

40. Withholding tax

If a law requires a Sub-account holder to deduct or withhold an amount from a payment to ANZ on account of a tax or duty (other than any imposed on ANZ's overall net income):

- the Sub-account holder will pay ANZ, when the payment is due, whatever additional amount is needed so that what ANZ actually receives (after taking into account the deduction or withholding), is what ANZ would have been entitled to receive if no deduction or withholding had been made;
- the Sub-account holder and each Portfolio Facility holder will indemnify ANZ against any loss ANZ suffers or cost ANZ incurs because the Sub-account holder does not make the deduction or withholding; and

- the Sub-account holder will promptly give ANZ a copy of any document about the amounts paid or payable because of the deduction or withholding.

The obligation to arrange the payment of withholding tax rests with the Sub-account holder.

You should seek your own independent financial and taxation advice.

41. Law and jurisdiction

Except to the extent required by the laws of another jurisdiction, this contract is governed by the law in force in the Australian State or Territory:

- where the security property is located; or
- if security property has not been provided to ANZ for the Portfolio Facility, the law in force in Victoria.

If you do not live in Australia at the time the Letter of Offer is accepted, this contract is governed by the law in force in Victoria.

42. First Home Owner Grant

Approval or declinal of a First Home Owner Grant (FHOG) application is decided by the relevant state revenue authority in the State or Territory where the home is purchased or built. ANZ is not responsible for the approval or declinal of any FHOG application.

If the Facility approval assumes approval of the FHOG, any settlement shortfall, or penalties resulting from the declinal of the FHOG application is the responsibility of the Portfolio Facility holders.

ANZ is only responsible for the lodgement of the FHOG application (if any) on the FHOG applicant's behalf.

43. Financial services dispute resolution schemes

Making a complaint

If ANZ makes a mistake, or ANZ's service doesn't meet your expectations, ANZ wants to know.

For the fastest possible resolution to your complaint call ANZ on 1800 805 154, or:

- talk to staff at your local ANZ branch or business centre; or
- send a letter to ANZ Customer Response Centre via:

Mail: Locked Bag 4050, South Melbourne, VIC 3205

Email: YourFeedback@anz.com

Fax: +61 3 9683 9267

ANZ will often be able to solve the problem on the spot.

If it can't be resolved in 48 hours, ANZ's specialist complaints team, at our Customer Response Centre, will take responsibility and work with you to fix the matter quickly.

ANZ's aim is to resolve all customer complaints within ten working days.

If this is not possible, ANZ will keep you informed on the progress of your matter and how long ANZ expects it will take to resolve your complaint.

ANZ Customer Advocate

If your complaint isn't resolved to your satisfaction, you can ask to have it reviewed by ANZ's Customer Advocate who will provide a free review of more difficult complaints to help achieve a prompt solution.

Contact details:

ANZ Customer Advocate

100 Queen Street

Melbourne VIC 3000

Tel: +61 3 9273 6523

Email: customeradvocate@anz.com

Financial services dispute resolution schemes

If you are not satisfied with the steps taken by ANZ to resolve the complaint, or with the result of our investigation, you may wish to contact an alternative dispute resolution scheme.

Banking and Financial Services Ombudsman Limited

GPO Box 3

Melbourne VIC 3001

Telephone: 1300 780 808

Fax: +61 3 9613 6399

Internet: <http://www.fos.org.au/>

44. If you are in financial difficulty

You should inform ANZ as soon as possible if you are in financial difficulty. If you have an ANZ credit card or other ANZ loan account, ANZ will, with your agreement, try and help you overcome your difficulties with your Facility, including for example, developing a repayment plan.

45. Cheques

Cheques

<p>How long does it take to clear a cheque?</p>	<p>Usually five to seven days, however you will generally be able to draw on the funds after three working days.</p> <p>When you pay a cheque into an ANZ account, ANZ may allow you to draw on the cheque before it has cleared but you will be liable for the amount of the cheque if it is subsequently dishonoured.</p> <p>You can arrange for a cheque to be cleared in less than the usual time by requesting a 'special clearance'.</p> <p>Fees apply to this service.</p>
<p>What if the cheque is dishonoured after I have drawn on the funds?</p>	<p>ANZ will debit your account by the amount of the cheque and may also charge you a fee.</p>
<p>What happens to the original cheque once paid?</p>	<p>For cheques drawn on ANZ and paid prior to 1 February 2006, ANZ will keep a copy of the cheque for seven years, but will destroy the original. For cheques drawn on ANZ and paid on or after 1 February 2006, ANZ will destroy the original cheque but keep a copy of the cheque for:</p> <ul style="list-style-type: none">• 13 months if the cheque amounts to less than \$200;• seven years if the cheque amounts to \$200 or more.
<p>'Crossed' cheques</p>	<p>A cheque with two parallel lines across it is a crossed 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.</p>

<p>'Not negotiable' cheques</p>	<p>The words 'Not Negotiable' between two parallel lines protects the true owner of a lost or stolen cheque. They ensure that the recipient of a cheque obtains no better rights to the cheque than the person who passed the cheque. For example, if your cheque has been stolen and passed by the 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 had no right to the cheque and therefore passed no rights to the innocent person.</p>
<p>'Account payee only'</p>	<p>If you write these words on a cheque, you are directing the bank collecting the cheque to only pay the cheque into the account of the person named on the cheque.</p>
<p>'Or bearer' and 'or order'</p>	<p>The words 'or bearer' mean that a bank may pay the cheque to whoever is in possession of the cheque, not only the person named on the cheque. If you delete these words, the cheque becomes an 'order' cheque.</p> <p>A cheque payable 'to order' means that if the payee wants to transfer the cheque to another person, they must first sign the back of the cheque. You must delete the words 'or bearer' and replace them with 'or order' to make the cheque an 'or order' cheque.</p>
<p>Third Party Cheques</p>	<p>If you present a cheque which is payable to someone else or it appears to belong to someone else (third party cheque), ANZ may, in its discretion, refuse to accept that cheque for deposit or refuse to cash it or may require you to comply with some conditions before it will accept that cheque for deposit or cash it.</p>

<p>Stopping a cheque</p>	<p>You may stop a cheque that you have written by telling ANZ the following:</p> <ul style="list-style-type: none"> • amount of the cheque; • number and date of cheque; and • name of payee. <p>A stop payment fee may apply. If you have lost a cheque you received from someone else, notify that person so they may stop the cheque.</p>
<p>Tips for cheque security</p>	<ul style="list-style-type: none"> • don't leave gaps between words. • begin the amount in words as close as possible to the left hand side and add 'only' to the end of the amount. • begin the amount in figures as close as possible to the dollar sign. • never write on a cheque with pencil or erasable ink. • only sign a cheque when it is filled out. • always write the amount in words as well as figures. • check your bank statements regularly to reconcile cheques drawn on your account.
<p>When may a cheque be dishonoured?</p>	<p>At the bank's discretion, a cheque may be dishonoured where:</p> <ul style="list-style-type: none"> • there are insufficient funds in the account of the drawer; • the cheque is unsigned; • the cheque is more than 15 months old; • the cheque is future dated; • the cheque has been materially altered and the alteration has not been signed; • there is a legal impediment to payment; • the cheque has been stopped; or • the paying bank has been notified of the mental incapacity, bankruptcy or death of the drawer. <p>ANZ may charge a dishonour fee.</p>

<p>What if I lose my cheque book or it is stolen?</p>	<p>You should keep your cheques safe at all times. If they are lost or stolen, you must take the following action:</p> <ul style="list-style-type: none"> • cheque payable to you – tell the person who wrote the cheque; • cheque written by you – request ANZ to stop the cheque and tell the person to whom the cheque is payable; • ANZ cheque book – tell ANZ to put a stop payment on the serial numbers. If you subsequently find the cheques, ANZ will require written authorisation from you before the cheques can be paid. <p>If you don't inform ANZ that your cheque book has been lost or stolen as soon as possible, you may be liable for transactions incurred by you before you notify ANZ, even if they are made without your authority.</p>
---	--

Bank cheques

Bank cheques are cheques instructing payment from the bank itself rather than from a customer's account. They are designed to provide an alternative to carrying large amounts of cash when a personal cheque is not acceptable. Bank cheques are usually requested because of the higher likelihood that they will be paid. However bank cheques should not be regarded as equivalent to cash.

Bank cheques can be purchased by ANZ and non-ANZ customers and a fee is charged.

A bank may dishonour a bank cheque if:

- the bank cheque is forged or counterfeit;
- the bank cheque has been fraudulently and materially altered;
- a fraud or other crime has been committed;
- the bank is told the bank cheque has been lost or stolen;
- there is a court order restraining the bank from paying a bank cheque;

- the bank has not received payment or value for the issue of the bank cheque; or
- if a bank cheque is presented by a person who is not entitled to the cheque proceeds.

If a bank cheque is lost or stolen, ANZ will, on certain conditions, provide a replacement cheque for a fee.

46. Stopping payments for Direct Debits and Periodical Payments

A direct debit is a debit from a Sub-account that the Sub-account holders arrange through a merchant or other service provider. A periodical payment is a debit from a Sub-account which the Sub-account holders instruct ANZ to make to the account of another person or business.

A Sub-account holder can:

- arrange for a direct debit or a periodical payment to be stopped by notifying ANZ in writing before the payment is made. A Stop Payment fee may be charged for this service;
- arrange for payment of a direct debit or a periodical payment to be altered by notifying ANZ in writing at least two banking days before the payment is made; and
- cancel a direct debit request or a periodical payment facility at any time by notifying ANZ in writing.

Speed is important

Sub-account holders may notify ANZ initially by telephone. This may temporarily stop the direct debt or periodical payment until the Sub-account holder calls at an ANZ branch or sends written instructions.

ANZ may charge the Sub-account holders a fee for cancelling a direct debit or periodical payment.

47. ANZ's right to combine accounts

ANZ can combine the balances of two or more of your accounts (including but not limited to your Sub-account(s)) even if the accounts are at different branches or in joint names, or in the case of Sub-accounts, in different names. This may happen when one of your accounts or Sub-accounts is overdrawn or is in debit and another is in credit. This means that the credit balance in one account can be used to repay to ANZ the debit balance in another account.

ANZ will promptly inform you if it has combined any of your accounts. ANZ need not notify you in advance. You should not treat your accounts as combined unless ANZ has agreed to such an arrangement.

48. Anti-Money Laundering and Sanctions

ANZ may delay, block or refuse to process any transaction on a Sub-account without incurring any liability if ANZ suspects that:

- (a) the transaction may breach any law in Australia or any other country;
- (b) the transaction involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United States, the European Union or any country; or
- (c) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.

You must provide all information to ANZ which ANZ reasonably requires in order to manage money-laundering or terrorism-financing risk or to comply with any laws in Australia or any other country and you agree that ANZ may disclose any information concerning you to any law enforcement, regulatory agency or court where required by any such law, in Australia or elsewhere.

Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering into this contract.

You declare and undertake to ANZ that the payment of monies by ANZ in accordance with your instructions will not breach any laws in Australia or any other country.

49. Definitions (for General Conditions and Specific Conditions and Letter of Offer)

- ‘accrued interest’ means interest which ANZ is entitled to charge, but that has not yet been debited to the relevant Sub-account.
- ‘annual percentage rate’ means an interest rate offered by ANZ under the Portfolio Facility and, in relation to an advance, means the annual percentage rate applicable to that advance at the relevant time.

- ‘advance’ means an advance made (or to be made) by ANZ under a Sub-account.
- ‘business day’ means any day from Monday to Friday, on which ANZ is open for business in at least one of its branch locations in Australia.
- ‘Consumer Credit Code’ means the Uniform Consumer Credit Code enacted in the Consumer Credit (Queensland) Act 1994 (Qld) and adopted by each State and Territory of Australia under Consumer Credit Act 1995 (ACT), Consumer Credit (Northern Territory) Act 1995 (NT), Consumer Credit (New South Wales) Act 1995 (NSW), Consumer Credit (South Australia) Act 1995 (SA), Consumer Credit (Tasmania) Act 1996 (TAS), Consumer Credit (Victoria) Act 1995 (VIC), Consumer Credit (Western Australia) Act 1996 (WA) and, in the event that the above legislation is replaced with a National consumer credit code, that National consumer credit code.
- ‘date of advance’ means, for loans or facilities where the whole of an agreed advance is to be provided at one time, the date all or any of the advance under that Sub-account is first advanced. For a progressively drawn Sub-account, it means the date on which any part of the Sub-account is first advanced.
- ‘date of disclosure’ means the date of disclosure specified in the Letter of Offer.
- ‘disruption to service’ means that a service is temporarily unavailable, or that a system or equipment fails to function in a normal or satisfactory manner.
- ‘due date’ in respect of an advance means a day or date on which a repayment (including accrued interest or interest in advance) is due to be paid to ANZ, as detailed in the applicable Portfolio Schedule and as adjusted in accordance with these Terms and Conditions.
- ‘event of default’ is defined in the clause headed ‘ANZ’s rights if there is a default under this agreement’ in the General Conditions.
- ‘Facility’ means the ANZ Portfolio Facility.
- ‘fixed rate period’ means that period of the term of an advance in respect of which a fixed rate of interest applies, or is to apply.
- ‘lending for personal use, regulated by the Consumer Credit Code’ means credit provided by ANZ wholly or predominantly for personal, domestic or household use, which is regulated by the Consumer Credit Code.

- ‘Letter of Offer’ means the letter from ANZ addressed to you containing the offer for the Portfolio Facility.
- ‘Lock Rate’ is an interest rate applicable to a fixed interest rate loan which is not subject to change from the date of the agreement for an agreed period in relation to that fixed interest rate loan irrespective of any interest rate movements between that date of the agreement and the date the loan is drawn down (provided the loan is drawn down within the agreed period).
- ‘material adverse change’ is defined in the clause headed ‘ANZ’s rights if there is a default under this agreement’ in the General Conditions and in the Clause headed ‘Specific obligations’ in Specific Conditions A.
- ‘Portfolio Facility’ means the ANZ Portfolio Facility described in the Letter of Offer.
- ‘Portfolio Facility holder’ means each of the persons accepting the offer in the Letter of Offer.
- ‘Portfolio Schedule’ means a schedule issued by ANZ detailing the terms applicable to an advance made, or agreed to be made, via a Sub-account under the Portfolio Facility. The initial Portfolio Schedule is included with the Letter of Offer and subsequent Portfolio Schedules may be issued where the Portfolio Facility holders request a change to the Sub-accounts.
- ‘reference rate’ means the ANZ Reference Rate/s applicable to the Sub-account(s), as detailed in the covering Letter of Offer and which include the following rates:

variable reference rates

- › ANZ Home Loan Index;
- › ANZ Residential Investment Property Loan (RIPL) Index Rate;
- › ANZ Equity Manager Rate;

fixed reference rates

- › ANZ 1-5, 7 or 10 Year Fixed Home Loan Rates;
- › ANZ Fixed Rate Residential Investment Property Loan (RIPL) Rates 1 – 5, 7 or 10 Years;
- › ANZ Residential Investment Property Loan (RIPL) Interest In Advance Rates 1 – 5, 7 or 10 Years;

- ‘scheduled balance’ means the Sub-account balance that a Sub-account would have had, if the only repayments that were made on the Sub-account were the minimum repayments as they fell due for that Sub-account.
- ‘Sub-account’ means a separate account operated under and subject to the terms of the Portfolio Facility, but called a Sub-account.
- ‘Sub-account holder’ means the Portfolio Facility holder in whose name a Sub-account is held whether solely or jointly with any other Portfolio Facility holder and to whom funds are advanced or are contemplated to be advanced under the terms of the Portfolio Facility.
- ‘Terms and Conditions’ means the Letter of Offer for the Portfolio Facility, and the General Conditions, Specific Conditions (A) and Specific Conditions (B) (as they apply to a Sub-account) in this booklet.
- ‘unpaid daily balance’ means, in respect of an advance, the unpaid balance owing to ANZ under that advance at the end of the relevant day.
- ‘unpaid balance’ means, in respect of an advance, the amount owing to ANZ under that advance at the relevant time.
- ‘variable rate period’ means that period of the term of an advance in respect of which a variable rate of interest applies, or is to apply.
- ‘you’ means, in relation to the Portfolio Facility, each of the persons accepting the offer in the Letter of Offer and, in relation to a Sub-account or advance under a Sub-account, the Sub-account holders or person(s) named on that Sub-account.

Specific Conditions (A)

Clauses 1-12 of these Specific Conditions (A) apply to you as Sub-account holder in respect of any advance of the following types under that Sub-account:

- Home Loans, Home Improvement Loans, Supplementary Loans and Residential Land Loans; and
- Residential Investment Loans and Residential Investment Land Loans.

In addition, Clauses 13-16 of these Specific Conditions (A) apply to you as Sub-account holders in respect of advances of those types under a Sub-account and where the advance is provided for construction purposes.

Clauses 17-19 of these Specific Conditions (A) are additional clauses which apply to you as a Sub-account holder when an advance under a Sub-account has a fixed interest rate.

1. Date of advance (full sum advance Sub-accounts)

Where the whole of an agreed advance is to be provided at one time (a “full sum advance”), the Sub-account holders must draw down the full amount of the agreed advance within 6 months of the date of the applicable Portfolio Schedule that first records the terms of the proposed advance.

2. Loan purpose

The Sub-account holders must not use the loan funds advanced to them under a Sub-account for any purpose other than the purpose agreed between them and ANZ at the time the request for the advance was made.

3. Funds disbursement

The proceeds drawn under a Sub-account will be paid to the Sub-account holders or as they direct. If the Sub-account holders want ANZ to pay money elsewhere, they must advise ANZ to whom and in what amounts the proceeds are to be paid.

If the Sub-account holders instruct ANZ to pay out an existing ANZ account, the amount they specify may be different to the final balance owed and the actual amount payable may only be

determined at the time the account is paid out. The Sub-account holders will be required to pay any shortfall to pay out the account.

If the amount the Sub-account holders advise ANZ to pay is more than the final balance owed on the account, no interest will be paid on the surplus.

4. Drawdown confirmation

Unless a Lock Rate applies, the annual percentage rate which initially applies to the loan or facility under a Sub-account will be determined at the date of drawdown and confirmed in writing afterwards.

5. Specific obligations

The Sub-account holders must repay to ANZ, during each Sub-account term, all amounts which become due in accordance with the contract and, by the end of each Sub-account term, all outstanding principal, interest and any other amounts which are or have become due under the Sub-account.

If any of the following three events occur, the Sub-account holders must notify ANZ immediately:

Occupancy of a home

If the Sub-account purpose is to purchase a home as a personal residence and the Sub-account holders no longer personally occupy the property.

Construction and occupancy of a home

If construction of a home as the Sub-account holder's personal residence is not started within three years from the initial date of advance under the Sub-account, or the Sub-account holders no longer intend to personally occupy the property.

Construction and use of investment property

If construction of a home as an investment property is not started within one year from the initial date of advance under the Sub-account, or the Sub-account holders no longer intend to use the property for residential investment purposes.

If any of these events occurs, ANZ may treat the occurrence of that event as a material adverse change.

6. How interest is calculated and debited

Interest is calculated on the unpaid daily balance of your loan. The rate applied each day is equal to your annual percentage rate applicable at the time, divided by 365.

The applicable Portfolio Schedule sets out how frequently interest will be debited to each existing Sub-account. In addition, the following rules apply where interest payments are to accrue and be paid by instalments in arrears:

- When accrued interest is debited to the unpaid balance of an advance, it will be added to and become part of the unpaid balance of that advance with effect from the due date for payment of that accrued interest.
- If the usual due date for a payment to ANZ falls on the 29th, 30th or 31st of a month which does not contain such a date, the due date for that month will be the last day of that month.
- If, after applying these additional rules, a due date is not a business day, the accrued interest for the relevant period will be debited to the unpaid balance of the advance on the next business day.
- When accrued interest is debited to the unpaid balance of an advance after the due date, daily interest charges in respect of the due date and the days following the due date will be calculated as if the accrued interest had been debited to the unpaid balance of the advance on the due date.
- Each time that accrued interest is debited to the unpaid balance of the advance, the period covered by that accrued interest will include all days for which accrued interest has not been previously debited, up to and including the day prior to the due date.
- Where, after the term of the advance commences, the Sub-account holders and ANZ agree to change the terms applicable to the advance, ANZ may debit any accrued interest not previously debited to the Sub-account on the day the change takes effect.

Please see clause 17 of these Specific Conditions (A) below for the rules which apply where interest payments are to accrue and be paid by instalments in advance.

7. Sub-account repayments

Repayments of principal and interest

Generally, the Sub-account holders have the following options for repayment of principal and interest in respect of a Sub-account:

- by periodical payment from a nominated ANZ account;
- by deposit using a coupon booklet;
- by salary deduction (applicable to ANZ staff only); or
- by periodical payment from another financial institution.

If, at any time, the Sub-account holders want to change their selected repayment method, and as long as the Sub-account is not in a fixed interest rate period, the Sub-account holders can notify ANZ in writing.

Repayments during interest only periods

During any interest only period, ANZ will debit the required interest payments to the nominated ANZ account of the Sub-account holders. ANZ will do this on the date that the interest payment is due.

Repayments will be automatically adjusted if there is a change in the annual percentage rate applicable to the Sub-account.

8. Changes to repayments of principal and interest

Changes to repayment amounts before drawdown

Unless a Lock Rate applies, the repayment amounts that are required to be paid by the Sub-account holders in respect of an advance under their Sub-account are recalculated at the date of the first advance under that Sub-account. The recalculation is made to take into account the applicable annual percentage rate at that time. If the annual percentage rate applicable to the Sub-account is determined by a reference rate – this reference rate may have changed after the covering Letter of Offer was prepared.

For **lending for personal use, regulated by the Consumer Credit Code**, ANZ will give not less than 30 days' written notice of the new repayment amounts. For **lending for investment or business purposes**, ANZ will give notice of any change to the repayments no later than the day the change takes effect.

Variable Interest Rate Loans

The Variable interest rate applicable to a Sub-account can change at any time during the life of that Sub-account and if this occurs, the amount of the repayments may need to change to ensure the Sub-account is repaid within its agreed term.

After any increase in the annual percentage rate applicable to your Sub-account, ANZ can increase the amount of the required repayments under the Sub-account so they are sufficient to pay out the outstanding scheduled balance of the Sub-account within the agreed term.

ANZ will not automatically do this every time an interest rate change occurs.

ANZ will give not less than 30 days' written notice of any repayment change made by ANZ.

Where an advance under a Sub-account is wholly or predominantly for **investment or business purposes**, ANZ will give notice of any change to the repayments no later than the day the change takes effect.

If the Sub-account holders wish to change the amount of the repayments, they must contact ANZ. ANZ is not obliged to reduce the required repayment amount, following a reduction in the applicable annual percentage rate.

9. ANZ Redraw

What is ANZ Redraw?

If there are early or additional repayments to a Sub-account for which ANZ Redraw is available, and all the conditions below are satisfied at the time of the request for redraw, the Sub-account holders may redraw a redraw amount equal to or less than the amount by which the total repayments that have been made exceed the total repayments required under the Sub-account, less any redraw previously made.

Conditions:

- the Sub-account must be fully drawn;
- the Sub-account must not be paid out;
- the amount of the early or additional repayments, less any previous redraws, must total \$2,000 or more for eligible Sub-accounts; and

- there must have not been any event of default during the Portfolio or Sub-account term.

The minimum amount of any ANZ Redraw is \$2,000 for eligible Sub-accounts. After any redraw, ANZ can change the amount of the repayments to ensure that the Sub-account will be repaid within its agreed term.

Any redraws will be debited to the Sub-account and will incur interest on the same basis as principal owing under the Sub-account. A redraw fee will be charged when the amount redrawn is debited to the nominated account.

The amount which the Sub-account holders redraw can only be cleared funds.

When ANZ Redraw does not apply or is not available

Principal reductions made during any fixed interest period will not be available to be redrawn at any time.

Principal reductions made during any construction or progressively drawn period will not be available to be redrawn at any time.

ANZ Redraw is not available for:

- ANZ Home Loans and ANZ Residential Investment Loans during their fixed rate periods.

Liability for ANZ Redraw

If there is more than one Sub-account holder of a Sub-account, redraw withdrawal transactions can be authorised by any one of the Sub-account holders and each Sub-account holder can bind the other Sub-account holders. Each Sub-account holder is liable individually for each redraw withdrawal transaction, whether or not they are aware of, or authorised the transaction in addition to each Sub-account holder being jointly liable with each other Sub-account holder.

Amendments to redraw arrangements

If a Sub-account holder wishes to amend or cancel ANZ Redraw access please contact:

- Home Loans 1800 077 070

10. Repayment Holiday

The Repayment Holiday feature allows for repayments to a Sub-account to be suspended for three months. Approval of a

Repayment Holiday is at the discretion of ANZ and subject to conditions including the following:

- a minimum of two years' Principal and Interest repayments must have been made to the Sub-account (from the date the Sub-account was fully drawn down or renegotiated);
- a maximum of one Repayment Holiday can be made every two years;
- there must be no current repayment arrears or history of repayment arrears greater than 30 days on the Sub-account;
- interest on the Sub-account will continue to accrue during the period in which the Repayment Holiday applies; and
- the Sub-account repayment amount may increase from the date regular repayments restart so that the Sub-account is repaid within its original term.

ANZ may impose any other conditions on its approval of a Repayment Holiday as notified by ANZ to the Sub-account holders.

11. Mortgage Offset Accounts

ANZ Mortgage Offset accounts (“offset account”) can only be linked to one of the following eligible Sub-account types – an ANZ Standard Variable Rate Home Loan, ANZ Variable Rate Residential Investment Loan, ANZ One Year Fixed Rate Home Loan or Residential Investment Loan, ANZ Standard Variable Rate Supplementary Loan, or ANZ One Year Fixed Rate Supplementary Loan.

Only one ANZ Mortgage Offset account can be linked to an eligible Sub-account. An ANZ Mortgage Offset account must be opened in exactly the same name(s) as the Sub-account to which the ANZ Mortgage Offset account is linked.

ANZ Mortgage Offset Accounts terms and conditions are contained in the ANZ Savings and Transaction Products terms and conditions which are available on www.anz.com or at any ANZ branch.

12. Late Payment Fee

The Late Payment Fee is payable on the following Sub-account types:

- Home Loans; and
- Residential Investment Loans,

if the whole or any part of any payment due has been unpaid for 30 days or more for Home Loans and Residential Investment Loans.

The Late Payment Fee is also charged every subsequent 30 days that the loan is in arrears.

Sub-account(s) for construction purposes:

13. Date of first advance (progressively drawn Sub-accounts)

For progressively drawn Sub-accounts, the first drawdown must occur within six months of the date that the proposed advance is first detailed in a Portfolio Schedule, unless otherwise agreed by ANZ in writing. If the first advance does not occur within this time (or within any agreed extension of it), the agreement of ANZ to provide that advance will end and ANZ will not be obliged to advance the requested funds.

14. Progress payments

Progress payments will only be advanced if:

- the funds you are contributing towards the purchase and construction of the property have already been used to meet these costs; and
- the progress payment is due and payable under the building contract; and
- the request is accompanied by a completed Progress Payment Instruction form.

To obtain the final progress payment, the following must be provided with the request:

- a copy of the certificate of occupancy required in the relevant State or Territory to occupy the property;
- a builder's invoice; and
- a completed Progress Payment Instruction Form, showing disbursement details.

Please note that the Sub-account holders are responsible for making sure that specifications of the builder's contract are completed by the builder.

15. Restriction on advances for construction loans

If the purpose(s) of the Sub-account includes the construction of a residence, then, in addition to the other restrictions on advances set out in the section headed 'Availability of funds' in the General Conditions, no part of the Sub-account will be advanced to finance the construction of any residential building until ANZ has received a copy of the following documents:

- a signed and enforceable fixed price contract for the construction of a residence entered into by the Sub-account holder and a reputable licensed builder;
- Council approved plans for the construction of that residence; and
- the builder's current Builder's Risk Insurance Policy (or equivalent form of insurance) or other documentation confirming such insurance is current.

16. Valuations and surveys

ANZ may require a valuation or survey of the property before any progress payment is made.

If a survey is required, the Sub-account holders must make this available to ANZ and pay any related costs.

If a valuation is required the Sub-account holders may be charged:

- a Valuation Administration fee. This fee is payable for administration costs incurred when a valuation or price estimate is required by ANZ in connection with each security for the Facility, change to security or guarantors as set out in the Letter of Offer.

This fee is payable on the date of advance or when the change is requested.

Sub-account(s) during a Fixed Interest Rate period:

17. How interest is calculated and debited where interest is payable in advance

ANZ will not agree to allow interest in advance payments to be made under a Sub-account where one or more of the Sub-account holders is an individual and where the credit provided will be regulated by the Consumer Credit Code.

Where ANZ agrees to allow the Sub-account holders of a Sub-account to make one or more interest payments in advance in respect of a fixed rate period applicable to an advance, interest is calculated in the following manner.

The applicable Portfolio Schedule will set out the period for which each interest in advance payment is to be made (i.e. monthly, quarterly, half yearly or annually) and the total period over which such interest in advance payments are to be made.

At the beginning of each period for which an interest in advance payment is to be made, ANZ will determine:

- the number of days in that period, up to and including the day prior to the next due date;
- the expected unpaid daily balance at the end of the first day of that period; and
- the annual percentage rate applicable to the advance at that time.

To determine the interest in advance charge for the relevant period, ANZ then:

- divides the applicable annual percentage rate by 365 to determine the daily rate that applies to the advance at that time;
- applies that daily rate to the expected unpaid daily balance of the advance at the end of the first day of that interest in advance period; and
- multiplies the result by the number of days in that period.

The result of this calculation is the amount of the interest in advance charge that is due and payable to ANZ on the due date and that is then debited to the unpaid balance of the advance.

The following additional rules will apply to the calculation and debiting of an interest in advance charge.

- If the day on which the interest in advance charge is due to be debited to the unpaid balance of the advance (the usual due date) falls on the 29th, 30th or 31st of a month which does not contain such a date, the due date for that month will be the last day of that month.
- If, after applying these additional rules, a due date is not a business day, the interest in advance charge will be debited to the unpaid balance of the advance on the next business day.
- Accordingly, when an interest in advance charge is debited to the unpaid balance of the advance after the due date,

interest charges in respect of the due date and the days following the due date will be calculated as if the interest in advance charge had been debited to the unpaid balance of the advance on the due date.

- Each time that an interest in advance charge is debited to the unpaid balance of the advance, the period covered by that interest charge will include all days in that period for which the interest in advance charge has been calculated.
- When the interest in advance charge debited to the unpaid balance of the Sub-account is not paid on the due date, it will become subject to a daily interest charge that will be calculated in the manner set out above (except that for each day, the unpaid amount of the interest in advance charge will be treated as the 'unpaid daily balance' for the purposes of the calculation). The total of any such accrued interest will then be debited to the unpaid balance of the advance on the next due date.

The first interest in advance charge will be debited on the day of the advance, with subsequent interest in advance charges (if any) being debited according to the frequency set out in the applicable Portfolio Schedule.

18. Repaying a Sub-account early during a Fixed Interest Rate period

Warning: Early repayment costs can be very large. Before making an early repayment (or varying a fixed interest rate) during a fixed interest rate period, you should ensure that you have an understanding of the likely early repayment cost. On request, ANZ can give you an estimate of the likely cost, but the actual cost will be determined on the day that the early repayment event occurs.

Note: terms in **bold type** are defined at the end of Clause 19.

If, during a fixed interest rate period applicable to a Sub-account:

- the Sub-account holders make a full repayment of the outstanding balance under that Sub-account;
- the Sub-account holders make an early repayment of some of the unpaid balance of that Sub-account; or
- ANZ agrees to change the current fixed interest rate to a new fixed interest rate or to a variable interest rate,

an early repayment event will occur and the Sub-account holders may be liable to pay an early repayment cost to ANZ.

In addition, an early repayment administration fee will be payable whenever the Sub-account holders make a full repayment of the Sub-account, or ANZ agrees during a fixed interest rate period to change a current fixed interest rate (that applies to the whole of the outstanding balance of the Sub-account) to a new fixed interest rate or to a variable interest rate. The fee is payable regardless of whether an early repayment cost is separately payable by the Sub-account holders.

ANZ is not obliged to pay any early repayment benefits.

Calculation of the early repayment cost

Following an **early repayment event**, the early repayment cost (if any) that is payable by the relevant Sub-account holders, is calculated using the methodology described in the 'Prepayment calculation' clause set out below. In general terms, this is a pre-set methodology under which ANZ estimates the loss or cost that it expects to incur as a result of the **early repayment event** and its likely effect on the cost of ANZ's ongoing funding arrangements.

The size of the early repayment cost that will become payable by the relevant Sub-account holders (if any) will vary according to:

- the size of the early repayment (if any);
- the remaining term of the current fixed interest rate period of the Sub-account; and
- the amount that interest rates have moved since the start of the current fixed rate period of the Sub-account.

The method of calculating the early repayment cost is not necessarily linked to any actual transaction that we may enter into (either before or at the time of the early repayment event).

Recalculating repayments

Where an **early repayment event** occurs on a fixed rate interest in advance Sub-account, ANZ may recalculate the repayments applicable to the relevant Sub-account to take into account the effect of the early repayment event.

19. Prepayment calculation

When a prepayment calculation will be performed

A prepayment calculation will be performed whenever an **early repayment event** occurs. The prepayment calculation is performed to determine the amount (if any) of the early repayment cost that is payable.

A prepayment calculation will not take into account the balance of any linked mortgage offset account.

How the prepayment calculation is made

In making the prepayment calculation, ANZ will first make two amortisation calculations using the **market rate at the start of the fixed rate period**. The outcome (or product) of each of these two calculations is then used, in the manner described below, to determine the amount of the early repayment cost (if any) that the relevant Sub-account holders are required to pay.

The first calculation

The first amortisation calculation (**calculation (a)**) involves the following steps.

- (a) Calculation (a) starts with the outstanding Sub-account balance of the relevant Sub-account immediately before the **early repayment event** and then deducts from that balance:
- the unpaid part of the next scheduled repayment; and
 - the available “tolerance amount” (if any) that is allowed to you, creating an assumed ‘prepayment balance’.

(The available ‘tolerance amount’ at a given time is calculated in the manner that is separately described below.)

- (b) ANZ then identifies each scheduled future **cash flow event** and **cash flow date** up to the end of the fixed rate period assuming the **early repayment event** did not occur.

(For this purpose, any of the ‘pre-payment balance’ that would remain outstanding at the end of the fixed rate period is also treated as a **cash flow event**. This is because in making calculation (a), it is assumed that any outstanding balance of the adjusted ‘prepayment balance’ will be repaid at the end of the fixed rate term.)

- (c) ANZ then calculates the present value of each such **cash flow event** using the **market rate at the date of repayment** as discount factors.

(d) ANZ then adds together all of the present day values of these scheduled **cash flow events** to calculate the “total present value” – being the total present value of all amounts to be paid over the balance of the fixed rate period, applying the various assumptions outlined above, to repay the loan by the end of the fixed rate period.

The second calculation

The second amortisation calculation (**calculation (b)**) involves the following steps.

(a) Calculation (b) starts with ANZ calculating the outstanding Sub-account balance of the relevant Sub-account balance immediately after the **early repayment event**, creating the assumed “after payment balance”.

(In making this calculations, ANZ will treat an agreed change to the fixed interest rate (whether by reason of a change to a variable interest rate or a change to a new fixed interest rate) as giving rise to a deemed repayment in full of the outstanding balance of the relevant Sub-account on the date that the change to the fixed interest rate takes effect.)

b) To the extent required, ANZ then identifies each scheduled future **cash flow event** and **cash flow date** up to the end of the fixed rate period taking into account that the **early repayment event** has occurred.

(In doing so, ANZ will assume that the adjusted ‘after payment balance’ left outstanding at the end of the fixed rate period (if any) is also a **cash flow event**.)

(c) ANZ then identifies the present value of each **cash flow event** using the applicable **market rate at the date of repayment** as discount factors.

(d) ANZ then adds together all of the present day values of these scheduled **cash flow events** to calculate the “total present value” – being the total present value of all amounts to be paid (if any) over the balance of the fixed rate period, applying the assumptions relevant to calculation (b), to repay the Sub-account by the end of the fixed rate period (if not already repaid).

Calculation of the “early repayment cost”

The amount of the early repayment cost is the amount (if any) by which:

- the total present value, as determined under calculation (a):

exceeds:

- the total present value, as determined under calculation (b); plus
- the early repayment amount (or deemed repayment amount) after first deducting the 'tolerance amount' (if any) that was deducted from the outstanding Sub-account balance when calculating the prepayment balance under calculation (a).

How the opening 'tolerance amount' is calculated

The opening 'tolerance amount' is set at the start of a fixed interest rate period and, while the term of that fixed interest rate period continues, is then reset at each anniversary of the start of that fixed interest rate period.

Where an opening 'tolerance amount' is being set, or reset, for a whole year (because the term, or remaining term, of the fixed interest rate period will continue for a year or more from the date on which that 'tolerance amount' is being set or reset), the opening 'tolerance amount' will be:

- 5% of the Sub-account balance at the start of the fixed interest rate period; or
- \$5,000,

whichever is lesser.

Where, however, the opening 'tolerance amount' is being set for a period that is less than a year (because the term, or remaining term, of the fixed interest rate period has less than 12 months to run), the opening 'tolerance amount' will be reduced proportionally. For example, for a six month term, the opening 'tolerance amount' will be the lesser of 2.5% of the loan balance at the start of the fixed interest rate period, or \$2,500.

A 'tolerance amount' will be applicable for no more than a year and will be subject to adjustment in the manner described below.

How the available 'tolerance amount' is calculated at the time of an early payment

When an **early repayment event** occurs, the available 'tolerance amount' at that time will be the opening 'tolerance amount' that was most recently set, less the amount by which all amounts previously received by ANZ in the period to which that opening 'tolerance amount' relates exceeded the total of the scheduled repayment amounts that had become due for repayment in that period before the early payment was made.

However, the available ‘tolerance amount’ will not, at any time, reduce below zero.

Definitions

- **Cash flow events** are all expected future transactions during the remainder of the fixed interest rate period which would alter the Sub-account balance, such as expected repayments, fees, charges, and interest (if capitalised to the Sub-account). For the purposes of this clause, transactions include deemed repayments that are assumed to be made under the provisions of this clause.
- **Cash flow dates** are the dates on which **cash flow events** are expected to occur.
- **Early payment event** has the meaning given to that term in the clause headed “Repaying a Sub-account early during a Fixed Interest Rate Period”.
- **Market rate at the start of the fixed rate period** means the Wholesale Interest Swap Rate, as quoted by ANZ, on the date of the start of the current fixed interest rate period for a term equal to that fixed interest rate period. The applicable Wholesale Interest Swap Rate is available from ANZ or alternatively, a close approximation is currently published daily in the Australian Financial Review and other newspapers, but note that:
 - for calculation periods of less than 12 months the relevant Bank Bill Swap Rate will be used instead of the Wholesale Interest Swap Rate; and
 - where no Wholesale Interest Swap Rate or Bank Swap Rate is quoted or available for the relevant term, the rate will be quoted by straight line interpolation between the closest longer and shorter quoted terms either side of the relevant term.
- **Market rates at the date of repayment** means the Wholesale Interest Swap Rates, as quoted by ANZ, on the date of the early repayment for terms up to the unexpired part of the fixed interest rate period (as at the date of the early repayment) but note that:
 - for calculation periods of less than 12 months the relevant Bank Bill Swap Rate will be used instead of the Wholesale Interest Swap Rate; and
 - where no Wholesale Interest Swap Rate or Bank Swap Rate is quoted or available for the relevant term, the rate will be quoted by straight line interpolation between the closest longer and shorter quoted terms either side of the relevant term.

Specific Conditions (B)

Clauses 1-8 relate only to ANZ Equity Manager Sub-accounts.

1. Term

Each Sub-account term commences on the date that ANZ activates and makes available the credit limit for that Sub-account. If required, the Sub-account holders can specify a date as the date on which a Sub-account term will commence.

If a termination date has been nominated, it will be set out in the applicable Portfolio Schedule.

Review by ANZ

ANZ may review the Sub-account at any time to satisfy itself that the Sub-account will be repaid as agreed and that all of the terms and conditions of the Sub-account and any security are being met. If ANZ does review the Sub-account, the Sub-account holders must provide any information ANZ requests about their financial affairs.

Cancelling or reducing the credit limit

ANZ may reduce or cancel the credit limit on the Sub-account at any time.

If the credit limit is reduced then the Sub-account must immediately repay enough money to ensure that the amount outstanding does not exceed the reduced credit limit and must still meet all of their obligations under this agreement for credit made available on the Sub-account.

If the credit limit is cancelled, the Sub-account holders must immediately repay the outstanding balance.

If ANZ reduces or cancels the credit limit, ANZ will write to the Portfolio Facility holders as soon as possible.

No further credit is available on the Sub-account after ANZ cancels the credit limit.

2. Repayments

The outstanding balance of the Sub-account is repayable upon the earlier of the expiry of the term of the Sub-account or the Portfolio Facility, or the termination of the Sub-account or the Portfolio Facility or upon demand.

3. Depositing cheques

When a cheque is deposited into a Sub-account, Sub-account holders cannot use or withdraw those funds until the cheque has been cleared. Generally, unless the Sub-account holders and ANZ have agreed otherwise, ANZ will allow the withdrawal of the funds three working days after the cheque was deposited. Any other credits, apart from cash, that are deposited to the Sub-account must also be cleared in the same way before a withdrawal can be made.

If for any reason ANZ allows a withdrawal of the funds before the cheque or other credit is cleared and it is later dishonoured, even if three working days has passed, ANZ will be entitled to:

- debit the Sub-account for the amount of the cheque or other credit; and
- if the debit to the Sub-account results in the credit limit being exceeded, deal with the credit provided in excess of the credit limit as if an offer to make available that credit had been made and ANZ had accepted the offer in accordance with the clause headed 'Drawing funds and exceeding the credit limit'.

4. Drawing funds and exceeding the credit limit

Sub-account holders may draw down funds from the Sub-account in the manner agreed to by ANZ.

Sub-account holders must not draw cheques or require payments that exceed the credit limit without prior arrangements being made and agreed with ANZ.

If a Sub-account holder requests a withdrawal or payment from the credit facility which would result in the Sub-account exceeding its credit limit, ANZ may, in its discretion, allow the withdrawal or payment to be made on the following terms:

- interest will be charged on the overdrawn amount at the ANZ Equity Manager Default Rate;
- an Honour Fee may be charged for ANZ agreeing to honour the transaction which resulted in that credit;
- that credit, any interest on that credit and the Honour Fee will be debited to the Sub-account; and

- the Sub-account holders must repay that credit and pay any accrued interest on that credit and the Honour Fee within seven days of that credit being debited to the Sub-account.

5. How interest is calculated and debited

Interest is debited to a Sub-account each month, the actual debiting date for each interest period is based on the date the account was opened, unless a different date was agreed with ANZ or ANZ changed this date by giving you notice in accordance with these terms and conditions.

In addition, the following rules apply:

- When accrued interest is debited to the unpaid balance of an advance, it will be added to and become part of the unpaid balance of that advance with effect from the due date for payment of that accrued interest.
- If the usual due date for a payment to ANZ falls on the 29th, 30th or 31st of a month which does not contain such a date, the due date for that month will be the last day of that month.
- If, after applying these additional rules, a due date is not a business day, the accrued interest will be debited to the unpaid balance of the advance on the business day immediately preceding the due date.
- However, where the due date is not a business day and the immediately preceding business day is not in the same month as the due date, the accrued interest for the relevant period will [in fact] be debited to the unpaid balance of the advance on the next business day following the due date (but will be treated for all relevant purposes as having been debited to the unpaid balance of the advance on the due date).
- When accrued interest is debited to the unpaid balance of the advance after the due date, daily interest charges in respect of the due date and the days following the due date will be calculated as if the accrued interest had been debited to the unpaid balance of the advance on the due date.
- Each time that accrued interest is debited to the unpaid balance of the advance, the period covered by the accrued interest will include all days for which accrued interest has not been previously debited, up to and including the day prior to the due date (or the day prior to the day on which the accrued interest is debited, if earlier.)

6. Method of repayments

Generally, Sub-account holders have the following options for payments and repayments:

- by periodical payment from the nominated ANZ account;
- by deposit using a coupon booklet;
- by salary deduction (applicable to ANZ staff only), or
- by periodical payment from another financial institution.

If, at any time, there is a request to change the selected payment method, Sub-account holders can do so by notifying ANZ.

7. Additional payments

Additional or increased repayments can be made at any time without incurring any additional interest.

8. Default rate

The Equity Manager Sub-account credit limit as set out in the applicable Portfolio Schedule is the maximum debit balance (inclusive of any interest and fees charged to your account) which Sub-account holders may incur under that advance. If the credit limit is exceeded and ANZ pays the drawing, the default rate set out in your covering Letter of Offer will be charged on the excess balance. If any State or Territory law requires additional stamp duty to be paid as a result, that duty will be debited to the Sub-account.

Electronic Banking Conditions of Use

ANZ warrants that it will comply with the requirements of the Electronic Funds Transfer Code of Conduct.

This section applies to all electronic transactions except those where (the Sub-account holder) signature may also be required.

Definitions

For the purposes of these Electronic Banking Conditions of Use,

'Account' means a Sub-account under the Portfolio Facility.

'Account Holder' means a person in whose name a Sub-account under the Portfolio Facility is held whether solely or jointly with any other Portfolio Facility holder

'Account Signatory' means a person who is authorised under an Account Authority from the Account Holder to transact on an Account Holder's account.

'Activation Code' means the 7-digit temporary activation number issued to activate M-Banking or TXT Banking for the ANZ Mobile Phone Banking service.

'Authorised user' for the purposes of ANZ Internet Banking means a person assigned a permission level in accordance with clauses under the heading "Access levels for ANZ Phone Banking, ANZ Internet Banking and ANZ Mobile Phone Banking" below and for the purpose of Internet Banking for Business means a person assigned as access control level in accordance with clauses under the heading "Access Control for ANZ Internet Banking for Business" below being an Administrator, Authoriser or Operator.

'ANZ Business Day' means any day from Monday to Friday on which ANZ is open for business in at least one of its branch locations in Australia.

'ANZ Mobile Phone Banking' means M-Banking and TXT Banking.

'Banking Business Day' refers to any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

'CRN' means the Customer Registration Number issued by ANZ.

'Linked account' means a Sub-account linked to Internet Banking.

'PIN' means personal identification number and includes an action number.

'Pay Anyone Processing Day' means any day from Monday to Friday that is not a public holiday in both Melbourne and Sydney.

'Securemail' means the electronic messaging system which enables communications to be sent to or from ANZ as part of ANZ Internet Banking.

'Security Device' means a physical device that generates random numbers which are used to authorise certain actions in ANZ Internet Banking for Business.

'Security Device Code' means a number generated by a Security Device or a substitute number provided by ANZ.

'Telecode' means the four to seven digit number issued to access ANZ Phone Banking and their Mobile Phone Banking Activation Code.

Transaction limits

ANZ or another party such as a merchant may limit the amount of any electronic transaction the Account holders can make over certain periods (e.g. during any day or in a single transaction).

ANZ may change any electronic transaction limit or impose new transaction limits by giving the Account holders notice. The Account holders can find out current electronic transaction limits for the accounts by calling ANZ on the relevant enquiries number listed at the back of this booklet.

How the Account holders can use ANZ Internet Banking

The Account holders can use ANZ Internet Banking to make transactions on their linked accounts. The Account holders can also use ANZ Internet Banking to purchase and order a range of financial services and products. Details can be found out at www.anz.com

Fees and Charges for ANZ Mobile Phone Banking

Fees and charges may apply to ANZ Mobile Phone Banking and customers will be advised of these at the time of applying for the service.

The Account holders may also incur charges from their mobile phone operator as a result of using ANZ Mobile Phone Banking. Any such charges are solely their responsibility.

Access to and use of Pay Anyone and International Services

(a) Obtaining Pay Anyone

When applying for Pay Anyone for ANZ Internet Banking, the Account holders must request a Pay Anyone daily limit, which is subject to approval by ANZ. The options for the daily limits are set out www.anz.com when the Account holders apply. Restrictions apply depending on whether the Account holders are using Pay Anyone for personal or business purposes. When applying for Pay Anyone for ANZ Mobile Phone Banking, their daily limit will be as advised to the Account holders by ANZ and may not be changed by the Account holders.

If the Account holders require their password for Pay Anyone for ANZ Internet Banking to be re-set or re-issued ANZ may reduce their current daily Pay Anyone limit for ANZ Internet Banking. The Account holders will need to re-apply if the Account holders wish to reinstate that limit. Please allow sufficient time for the change to be made before the Account holders attempt to use the higher daily transfer limit.

The Account holders can increase or decrease their daily transfer limit for ANZ Internet Banking by applying through ANZ Internet Banking.

(b) Obtaining International Services

The Account holders can apply for International Services after the Account holders have been granted Pay Anyone access.

International Services are not available through ANZ Mobile Phone Banking.

The total of all Pay Anyone and International Services transfers (converted into Australian dollars) on any day cannot exceed the Accounts Pay Anyone daily transaction limit.

Access levels for ANZ Phone Banking, ANZ Internet Banking and ANZ Mobile Phone Banking

Access Levels:

- **‘all transactions’** – Access every function within ANZ Phone Banking, ANZ Internet Banking and ANZ Mobile Phone Banking for the account;
- **‘Transaction History Details only and BPAY®’** – includes BPAY®, account balance information, transaction history details, ordering a cheque/deposit book but excludes transfers between accounts, increasing a credit card limit, redrawing on a home loan, direct loan payments, BPAY®, View, ANZ Online Investing and ANZ Online Reporting;
- **‘Deposit and Transaction History Details only’** –includes transfers between accounts, transactions history details, account balance information and ordering a cheque/deposit book but excludes withdrawals from accounts, increasing credit card limit, redrawing on a home loan, direct loan payments, BPAY®, View, ANZ Online Reporting, ANZ Online Investing and BPAY®;
- **‘Deposit only’** – includes transfers between accounts but excludes withdrawals from accounts, BPAY®, increasing credit card limit, redrawing on a home loan, direct loan payments, BPAY®, View, ANZ Online Reporting, ANZ Online Investing, account balance information, transaction history details and ordering a cheque/deposit book;
- **‘Transaction History Details only’** – includes enquiries on past transactions about the account but excludes all transactions on the account, transfers between accounts, increasing credit card limit, redrawing on a home loan, direct loan payments, BPAY® View, ANZ Online Reporting, ANZ Online Investing and BPAY®.

Only the Account holder or account signatories can select an access level. The account holder or account signatories may authorise another person (an ‘authorised user’) to operate the

account and that person may have a different access level to the account holder.

The account holder is responsible for the operation of the account by the authorised user within that user's level of access. The account holder or account signatories may cancel or change any access level by sending a written request or Securemail to ANZ, or calling ANZ on the relevant number listed at the back of this booklet. ANZ may require written confirmation.

ANZ may take several days to process this change.

Authorised users, regardless of their level of access, cannot access ANZ Pay Anyone, ANZ Online Investing, ANZ International Services, increase a credit card limit, redraw on a home loan or Portfolio facility Sub-account, or use Securemail to change any of the account holder's account or other personal details. However, all authorised users can use ANZ Internet Banking to change their own profile, access their own Securemail and select and change their own password and ANZ Mobile Phone Banking to change their own password.

If the Account holders are an ANZ credit card account holder and nominate access to this account via ANZ Internet Banking, each additional cardholder will be an authorised user.

Access Control for ANZ Internet Banking for Business

- a) Provided the relevant Account holder has approved access, an Authorised User may link one or more Accounts to ANZ Internet Banking for Business. These Accounts may be for the same Account holder and/or for other related/unrelated Account holders.
- b) Access control is subject to approval by ANZ and any requirements and restrictions set out in the Account authority. A Account holder may authorise another person to operate a account and that person may be appointed as an Administrator, Authoriser or Operator. These Authorised Users will be able to perform basic functions as follows.

Function	Administrator	Authoriser	Operator
Approve transactions (e.g, Pay Anyone, International Services, BPAY®, Direct Debits, transfers between Accounts)	✓	✓	✗
Setting up transactions (but not approving transactions)	✓	✓	✓
Account enquiries (e.g, balance and transaction details)	✓	✓	✓
Function Administrator Authoriser Operator	✓	✓	✓
Administrative functions for all Authorised Users	✓	✗	✗
Setting up and managing Operators	✓	✗	✗
Register for and manage Pay Anyone, International Services, BPAY®, View Bills and E*TRADE access	✓	✗	✗
Administrative functions for self	✓	✓	✗

A full list of functions each Authorised User can perform is located at www.anz.com

- (c) The Account holder is responsible for the operation of the Account by Authorised Users, including proper use and storage of an Authorised User's cards, Security Devices, CRNs, PINs and Security Device Codes. The Account holder is responsible for providing a copy of these Electronic Banking Conditions of Use to Authorised Users (if appropriate).
- (d) The Account Holder may cancel or change Administrator or Authoriser access by sending a written request to ANZ. ANZ may take several days to process this request. Administrators may cancel Operator access.
- (e) All Pay Anyone Payee details (saved in their Pay Anyone Payees List and Payroll Payment Employee List) as well as BPAY[®] details saved by any Authorised User of their ANZ Internet Banking for Business facility will be viewed and available to all Authorised Users of their ANZ Internet Banking for Business facility. Therefore, to ensure access is controlled, the Account holders should only save Payee and/or BPAY[®] details relating to their business in ANZ Internet Banking for Business. Payee or BPAY[®] details relating to personal, family or household affairs should not be saved in ANZ Internet Banking for Business.

Processing instructions – general

The Account holders authorises ANZ to act on the instructions the Account holders enter into electronic equipment. Any electronic transaction made by the Account holders cannot be cancelled, altered or changed by the Account holders unless allowed by the applicable terms and conditions.

ANZ may delay acting on or may ask the Account holders for further information before acting on an instruction. Where ANZ has instructions for more than one payment from the account(s), ANZ will determine the order of priority in which payments are made.

If the Account holders make a cash withdrawal from an account by making an electronic transaction and there is a difference between the amount of cash received and the amount shown on the receipt, the Account holders must report this to ANZ and to the merchant (if applicable) as soon as possible. The Account holders can make their report to ANZ by calling ANZ on the number listed at the back of this booklet.

If the Account holders make a deposit of funds to an account by making an electronic transaction and there is a difference between the amount recorded as having been deposited and the amount ANZ receives, the Account holders will be notified

of the difference as soon as possible and will be advised of the actual amount which has been credited to the account.

ANZ is not liable for the refusal of any merchant to accept an electronic transaction and, to the extent permitted by law, is not responsible for the goods and services supplied by a merchant.

ANZ may notify the Account holders of electronic transactions (instructions for which are received through ANZ Mobile Phone Banking) it is unable to process.

The Account holders accept that:

- not all electronic equipment from which cash can be withdrawn will always contain cash;
- any cash dispensed at electronic equipment is at their risk once it becomes visible or available for the Account holders to collect; and
- not all electronic equipment will allow the Account holders to make deposits; and
- future dated transfers are not available through ANZ Mobile Phone Banking.

An immediate transfer, Pay Anyone, International Services, BPAY® or Direct Debit transaction cannot be revoked or stopped once ANZ receives their instruction. Future dated transfer, Pay Anyone, International Services, BPAY® or Direct Debit instructions can only be revoked or changed if instructions to delete the transaction are given to ANZ through ANZ Internet Banking or ANZ Internet Banking for Business before midnight Sydney time on the ANZ Business Day (or, for Pay Anyone, the Pay Anyone Processing Day) before the transaction is scheduled to occur. After this time, the instruction cannot be revoked.

Processing instructions – ANZ Phone Banking, ANZ Internet Banking, ANZ Internet Banking for Business and ANZ Mobile Phone Banking

Any ANZ Phone Banking, ANZ Internet Banking, ANZ Internet Banking for Business and ANZ Mobile Phone Banking transaction (other than a BPAY®) will generally be processed to the account on the same day ANZ receives their instructions, if given before 10pm Melbourne time Monday to Friday (except

national public holidays). Any transaction made after this time may be processed on the following ANZ Business Day.

Account information accessed using ANZ Phone Banking, ANZ Internet Banking, ANZ Internet Banking for Business and ANZ Mobile Phone Banking will generally reflect the position of the account at that time, except for transactions not yet processed by ANZ (including uncleared cheques and unprocessed credit card transactions) or cleared cheques and direct debits processed by ANZ that day.

Processing instructions – Pay Anyone and International Services and Direct Debits

ANZ will generally process Pay Anyone instructions:

- for immediate Pay Anyone transfers, on the day the instruction is given, if ANZ receives the instruction before 6pm Melbourne time on a Pay Anyone Processing Day;
- for immediate international transfers, on the day the instruction is given, if ANZ receives the instruction before 6pm Melbourne time on a Pay Anyone Processing Day;
- for future dated transfers, on the relevant future day the Account holders select if it is a Pay Anyone Processing Day or if it is not, on the Pay Anyone Processing Day after that day).

Instructions the Account holders give will be delivered to the payee's financial institution on the day that ANZ processes them except where:

- ANZ is not obliged to process their instructions;
- there is a technical failure; or
- there is a delay or error in accepting the instructions caused by the financial institution to which the transfer is to be made; or
- the instructions are for a transfer by way of an international draft or telegraphic draft.

Where their instruction is for a transfer by way of ANZ issuing an international draft:

- ANZ will send the draft by post to the delivery address notified by Account holders;
- the Account holders acknowledge that it is their responsibility to forward the draft to the intended recipient.

ANZ cannot control (and is not responsible for) when, or if, the payee's financial institution processes their instructions or the fees that financial institutions may charge to process their instructions.

Once ANZ processes their transfer instruction or Direct Debit, ANZ is reliant on the payee's financial institution to advise whether their instructions have been successfully processed. If the payee's financial institution advises that their transfer instruction has not been successful, it may take a number of weeks, depending on the financial institution, to reverse the relevant withdrawal from their linked account.

If the transfer is to be made from a credit card, it will be treated as a cash advance and interest and fees may apply.

Processing instructions – BPAY®

ANZ is a member of the BPAY® Scheme. This is an electronic payments scheme through which ANZ can be asked to make payments on their behalf to billers. ANZ will tell the Account holders if it ceases to be a member of the BPAY® Scheme. For the purposes of the BPAY® Scheme, ANZ may also be a biller.

The Account holders must comply with the terms and conditions for the account which the Account holders ask ANZ to debit a BPAY® (to the extent that those terms are not inconsistent with or expressly overridden by these Electronic Banking Conditions of Use).

To make a BPAY® the following information must be given to ANZ:

- their CRN and password and Security Device Code (if appropriate) or Telecode;
- the biller code from the bill;
- their customer reference number (e.g. the account number) with that biller;
- the amount the Account holders want to pay; and
- the account from which the Account holders want the payment to be made.

Once this information is provided, ANZ will treat their instructions as valid and will debit the relevant account. ANZ will not be obliged to effect a BPAY® instruction if it is not made in accordance with these Electronic Banking Conditions of Use or if the information given is incomplete and/or inaccurate.

Limits apply to their use of BPAY[®] on both a per transaction and daily limit (per CRN) basis.

Separate daily limits apply for BPAY[®] Tax Payments, independent of the general BPAY[®] limits.

For more information on available limits see www.anz.com

Subject to the 'Processing Instructions' conditions set out above:

- any BPAY[®] made by the Account holders will be processed on the day the Account holders tell ANZ to make that BPAY[®], if ANZ receives their instructions before 6pm Sydney time on a Banking Business Day (ANZ's cut-off time);
- BPAY[®] instructions received after 6pm Sydney time on a Banking Business Day, or on a day that is not a Banking Business Day, will be processed on the next Banking Business Day.

A delay may occur in processing a BPAY[®] where:

- there is a public or bank holiday on the day after the Account holders tell ANZ to make a BPAY[®];
- the Account holders tell ANZ to make a BPAY[®] after ANZ's cut-off time; or
- another participant in the BPAY[®] Scheme, such as another financial institution or a biller does not process a payment as soon as it receives details of the payment or does not otherwise comply with its obligations under the BPAY[®] Scheme.

While it is expected that any such delay will not continue for more than one Banking Business Day, it may continue for a longer period.

ANZ will attempt to ensure a BPAY[®] is processed promptly by billers and other participants in the BPAY[®] Scheme.

The Account holders should check the account records carefully and tell ANZ as soon as possible if the Account holders become aware of:

- a BPAY[®] which has been made from their linked account which was not authorised;
- the possibility that the Account holders have been fraudulently induced to make a BPAY[®]; or
- any delay or mistake in processing of their BPAY[®].

If ANZ is advised by a biller that it cannot process their BPAY[®], ANZ will:

- advise the Account holders of this;
- credit the account with the amount of that BPAY®; and
- tell the Account holders how ANZ can assist them, if possible, in making the payment as soon as possible.

A linked ANZ credit card account can only be used to make a BPAY® if the biller accepts credit card payment. If the biller does not accept credit card payment but the Account holders want to pay from a credit card account, payment will be by way of a cash advance.

The Account holders are not authorised to give a biller code to any person in order to receive payments owing to them. Biller codes may only be used by authorised billers to receive payment of bills issued by that biller. The terms and conditions of use of BPAY® will not apply to any use by the Account holders of biller codes in this way.

Short Message Service (SMS)

The Account holders agree that, by registering for ANZ Mobile Phone Banking, ANZ may send SMS' to their nominated mobile phone. ANZ is not liable for any loss or damage the Account holders suffer as a result of any person other than the Account holders accessing those SMS.

Card validity

Any card issued for a Account remains ANZ's property at all times.

A card must be signed immediately by the person in whose name it has been issued and must only be used within the 'valid from' and 'until end' dates shown on the card. For security reasons the Account holders must, as soon as the card expires, destroy it by cutting it (including an embedded microchip on the card) diagonally in half.

Security Device Validity

The Security Device remains ANZ's property at all times. The Security Device must be registered in the manner specified by ANZ. The Account holders must, and the Account holders must ensure that the authorised Administrators and Authorisers, return the Security Device to ANZ immediately if requested by ANZ, if the relevant Security Device is deregistered, if ANZ Internet Banking for Business access is cancelled, or if ANZ cancels their right to use the Security Device. The Account holders should post the Security Device to the address indicated on www.anz.com

Lost or stolen cards, Password, PIN or Telecode

If the Account holders report that a card or Security Device has been lost or stolen the card or Security Device will be cancelled as soon as the report is made. The Account holders must not use the card or Security Device once the report is made. If the Account holders recover the lost or stolen card, the Account holders must destroy the card by cutting it (including an embedded microchip on the card) diagonally in half and return it to an ANZ branch as soon as possible. If the Account holders recover the lost or stolen Security Device the Account holders must immediately return it to ANZ by porting it to the address indicated on www.anz.com

The Account holders must make a report to ANZ (and the relevant third party, if a third party issued the username, password, PIN or card to them) immediately the Account holders become aware or suspect that their password, username, PIN, CRN, Telecode or Security Device Code is disclosed or used without their authority, or lost. The Account holders must not then continue to use their password, username, PIN, CRN, Telecode or Security Device Code.

ANZ will cancel it and arrange for the Account holders to select a new username, password, PIN or Telecode, or to be provided with a new CRN or Security Device Code.

The best way to make the report is to call ANZ on the telephone numbers listed at the back of this booklet. If ANZ's telephone reporting service is unavailable, the Account holders must report the loss, theft or misuse to any ANZ branch. The account terms and conditions outline how the Account holders can make a report if ANZ's telephone reporting service is unavailable or the Account holders are overseas.

Cancellation of cards, Security Devices or electronic access

ANZ may cancel any card, Security Device, CRN or electronic access:

- without prior notice if:
 - › ANZ believes that use of the card, Security Device or electronic access may cause loss to the Account holders or to ANZ;
 - › the account is an inactive account;

- › all the accounts which the card may access or the security device relates to have been closed;
- › the account has been overdrawn, or the Account holders have exceeded their agreed credit limit;

or

- on giving the Account holders not less than three months written notice.

ANZ may also at any time suspend their right to participate in the ANZ BPAY® Scheme.

The Account holders may cancel a card at any time by sending ANZ a written request or by calling ANZ on the relevant number listed at the back of this booklet. ANZ may require written confirmation. The card must be cut diagonally in half (including an embedded microchip on the card) and returned to ANZ.

The Account holders or Account Signatories may cancel a Security Device at any time by advising ANZ on the number at the back of this booklet. The Security Device must then be immediately returned to ANZ by posting it to the address indicated on www.anz.com. ANZ may limit their access to certain functions (e.g, Pay Anyone) if the Account holders do not have a Security Device.

The Account holders can request ANZ to de-register the Account holders from ANZ Internet Banking or ANZ Internet Banking for Business at any time by Securemail or by calling the relevant number listed at the back of this booklet.

ANZ may cancel or limit their ANZ Internet Banking or ANZ Internet Banking for Business access, including removing access to some or all of the Accounts from the Account holder's CRN.

Withdrawal of electronic access

ANZ may withdraw their electronic access to accounts (including by BPAY®) without prior notice if:

- electronic equipment malfunctions or is otherwise unavailable for use;
- a merchant refuses to accept their card;
- any one of the accounts is overdrawn or will become overdrawn, or is otherwise considered out of order by ANZ;

- ANZ believes their access to accounts through electronic equipment may cause loss to the Account holders or to ANZ;
- ANZ believes that the quality or security of their electronic access process or ANZ's systems may have been compromised;
- all the accounts which the Account holders may access using ANZ Phone Banking, ANZ Internet Banking or ANZ Internet Banking for Business have been closed or are inactive or the account the Account holders have nominated for ANZ Mobile Phone Banking fees and charges to be charged to is closed; or
- ANZ suspects the Account holders of being fraudulent or engaging in inappropriate behaviour; unless this is prohibited by law.

ANZ may at any time change the types of accounts that may be operated, or the types of electronic transactions that may be made through particular electronic equipment.

Password, PIN and Telecode security

The Account holders must keep their password, PIN, Telecode, Security Device and Security Device Codes secure. Failure to do so may increase their liability for any loss.

Warning: *The Account holders must not use their birth date or an alphabetical code, which is a recognisable part of their name as a password, or select a Telecode which has sequential numbers, for example, '12345' or where all numbers are the same, for example, '11111'. If the Account holders do, the Account holders may be liable for any loss suffered from an unauthorised transaction.*

The Account holders must not:

- disclose their password, PIN or Telecode to any other person;
- allow any other person access to their Security Device or any Security Device Code;
- allow any other person to see the Account holders entering, or overhear the Account holders providing, their password, PIN, Telecode or Security Device Code;
- record their password, PIN or Telecode on their card or Security Device or on any article carried with or placed near their card or Security Device that is liable to loss, theft or abuse at the same time as their card or Security Device (unless their password, PIN or Telecode is reasonably disguised);

Warning: *The Account holders should avoid accessing ANZ Phone Banking through telephone services which record numbers dialled – for example hotels which do this for billing purposes. In these situations the Account holders should obtain access to ANZ Phone Banking through an ANZ customer service operator.*

To assist Account holders, ANZ publishes security guidelines. A copy of the current guidelines is available at www.anz.com

Unauthorised transactions

These terms relating to unauthorised transactions do not apply to the ANZ Direct Debit Service. The terms relating to liability for Direct Debits are set out in the terms and conditions for ANZ Direct Debits.

(a) When ANZ is liable

ANZ will be liable for losses incurred by the Account holders that:

- are caused by the fraudulent or negligent conduct of ANZ's employees or agents or companies involved in networking arrangements or of merchants or their agents or employees;
- relate to any forged, faulty, expired or cancelled part of the electronic access process;
- arise from transactions that require the use of any card, password, PIN, Telecode or Security Device that occur before the Account holders have received or selected the card, password, PIN, Telecode or Security Device (including a reissued card, password, PIN, Telecode or Security Device);
- result from the same electronic transaction being incorrectly debited a second or more subsequent time to the same account;
- result from an unauthorised transaction that occurs after the Account holders have notified ANZ that any card or Security Device has been misused, lost or stolen or that the security of their password, PIN, Telecode, or Security Device or a or Security Device Code has been breached; or
- result from an unauthorised transaction if it is clear that the Account holders have not contributed to the losses.

(b) When the Account holder is liable

If ANZ can prove on the balance of probability that the Account holders contributed to the loss arising from the unauthorised transaction:

- by failing to comply with ‘their Obligations’ as detailed earlier in these Terms and Conditions or Conditions of Use;
- through their fraud;
- by voluntarily disclosing a password, PIN, Telecode or Security Device Code to anyone, or by giving their card or Security Device to anyone, including a family member or friend;
- by keeping a record of the password, PIN, Telecode or Security Device Code (without making any reasonable attempt to disguise it):
 - (i) on the card or Security Device with the CRN;
 - (ii) on any article carried with the card or Security Device or the CRN; or
 - (iii) which may be lost or stolen at the same time as the card or Security Device or CRN;
- by using their birth date or an alphabetic code which is a recognisable part of their name as a password, PIN or Telecode; or
- by otherwise acting with extreme carelessness in failing to protect the security of their password, PIN, Telecode or Security Device Code, the Account holder is liable for the actual losses which occur before ANZ is notified of the loss or disclosure of their password, PIN, Telecode or Security Device Code.
- by failing to secure their mobile phone or leaving their mobile phone logged into ANZ Mobile Phone Banking.

Where the Account holders must use more than one of their passwords, PINs, Telecodes or Security Device Codes to perform an ANZ Internet Banking or ANZ Internet Banking for Business transaction, and the Account holders voluntarily disclose, or keep a record of, one or more of them (but not all of them) the Account holder will only be liable under this clause if the disclosure or record was the dominant contributing cause of the losses.

If, after the Account holders become aware of the loss, theft or breach of the security of their password, PIN, Telecode, Security Device Code or card or Security Device, the Account holders unreasonably delay notifying ANZ, the Account holder will be liable for losses incurred between:

- the time the Account holders first became aware of any of the events described above, or in the case of loss or theft of

a card or Security Device, should reasonably have become aware of the loss or theft; and

- the time ANZ is actually notified of the relevant event.

However, the Account holders are not liable for any loss:

- which, over a set period of time, is greater than the transaction limit for that period;
- caused by overdrawing the Account or exceeding any agreed credit limit;
- where ANZ has agreed the account could not be accessed electronically; or
- as a result of conduct that ANZ expressly authorised the Account holders to engage in, or losses incurred as a result of the Account holders disclosing, recording or storing a password, PIN, Telecode, or Security Device Code in a way that is required or recommended by ANZ for the purposes of the Account holders using an account access service expressly or impliedly promoted, endorsed or authorised by ANZ.

If it is not clear whether the Account holders have contributed to the loss caused by an unauthorised transaction and where a password, PIN, Telecode or Security Device Code was required to perform the unauthorised transaction, the Account holder is liable for the least of:

- \$150 (unless the account is used for business purposes); or
- the actual loss at the time ANZ is notified of the loss, theft or unauthorised use of the card or Security Device or that the security of the password, PIN, Telecode or Security Device Code has been breached (but not any loss incurred on any one day* if the amount is greater than the daily* transaction limit or other periodic transaction limit (if any)); or
- the balance of the account, including any pre-arranged credit from which value was transferred in the unauthorised transaction.

Additional protection

Visa – Zero Liability

Subject to the section headed ‘Unauthorised Transactions’ the Account holders will not be liable for unauthorised transactions on a Visa credit card.

**A day begins at 12.00.01am (Melbourne time) and ends at 12.00.00am (Melbourne time) on the same day. If the Account holders are not in the same time zone as Melbourne, please check www.australia.gov.au.*

If the Account holders notify us of an unauthorised transaction(s), within 5 business days ANZ will provide provisional credit to the Account holders to the value of the unauthorised transaction unless their prior account history is unsatisfactory or if the nature of transactions justifies a delay in crediting the account.

MasterCard – Zero Liability

Subject to the section headed ‘Unauthorised Transactions’ the Account holders will not be liable for unauthorised transactions on a MasterCard credit card.

Equipment malfunction

The Account holders should note that:

ANZ is responsible to the Account holder for any loss caused by the failure of equipment, including their mobile phone with respect to ANZ Mobile Phone Banking to complete a transaction that was accepted in accordance with their instructions.

However, if the Account holders were aware or should have been aware that the equipment, including their mobile phone with respect to ANZ Mobile Phone Banking was unavailable for use or malfunctioning, ANZ’s responsibility will be limited to correcting errors in the account and refunding any charges or fees imposed as a result.

The Account holders are responsible for the accuracy and completeness of the content that the Account holders enter into or upload to ANZ Internet Banking and ANZ Internet Banking for Business. ANZ is not responsible for any inaccuracy or incompleteness in the entering or uploading of information by Account holders. ANZ’s records of the information and data that was uploaded will be determinative and final.

The Account holders are solely responsible for their own Personal Computer anti-virus and Personal Computer and mobile phone security measures, and those of any authorised user, to help prevent unauthorised access via ANZ Internet Banking, ANZ Internet Banking for Business or ANZ Mobile Phone Banking to their transactions and linked accounts.

Access to Other Services

The Account holders may use ANZ Internet Banking or ANZ Internet Banking for Business to access other ANZ services, such as the ANZ Direct Debit service. If there is any inconsistency

between the terms and conditions set out in these Electronic Banking Conditions of Use and the Account holders' agreement for that other service, the terms of the agreement for that other service prevail when using ANZ Internet Banking or ANZ Internet Banking for Business to access or use that other service.

Liability under the BPAY[®] scheme

(a) General

The Account holders should note that:

- if the Account holders advise ANZ that a BPAY[®] made from a linked account is unauthorised, the Account holders should first give ANZ their written consent to obtain from the biller information about the account with that biller or the BPAY[®] payment, (including their CRN) as ANZ reasonably requires to investigate the BPAY[®]. This should be addressed to the biller who received the BPAY[®]. If the Account holders do not do this, the biller may not be permitted by law to disclose to ANZ the information ANZ needs to investigate or rectify that BPAY[®] payment;
- If the Account holders discover that the amount the Account holders instructed ANZ to pay was less than the amount the Account holders needed to pay, the Account holders can make another BPAY[®] for the shortfall. If the Account holders cannot make another BPAY[®] for the shortfall because the shortfall amount is less than the minimum amount the biller will accept, the Account holders can ask ANZ to arrange for a reversal of the initial payment. The Account holders can then make a second payment for the correct amount. If the Account holders discover that the amount the Account holders instructed ANZ to pay was more than the amount the Account holders needed to pay, the Account holders can ask ANZ to request a reversal of the initial payment from the biller on their behalf, and if this occurs, the Account holders can make a second payment for the correct amount.

(b) ANZ's liability

Where the Account holders use the account for personal purposes, ANZ's liability under the BPAY[®] Scheme is as set out under 'Unauthorised Transactions'.

Where the Account holders use the account for business purposes, ANZ will not be liable to the Account holders under the BPAY[®] Scheme except in the circumstances set out in this clause.

BPAY® payments

Except where a BPAY® payment is an Unauthorised Payment, a Fraudulent Payment or a Mistaken Payment, BPAY® payments are irrevocable. No refunds will be provided through the BPAY® Scheme where the Account holders have a dispute with the biller about any goods or services the Account holders may have agreed to acquire from the biller. Any dispute must be resolved with the biller.

Unauthorised Payments

If a BPAY® is made in accordance with a payment direction, which appeared to ANZ to be from the Account holders or on their behalf, but which the Account holders did not in fact authorise, ANZ will credit the account with the amount of that unauthorised payment. However, the Account holders must pay ANZ the amount of that payment if:

- (i) ANZ cannot recover the amount from the person who received it within 20 Banking Business Days of ANZ attempting to do so; and
- (ii) the payment was made as a result of a payment direction which did not comply with ANZ's prescribed security procedures.

Fraudulent Payments

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

Mistaken Payments

If the Account holders discover that a BPAY® has been made to a person, or for an amount, which is not in accordance with their instructions (if any), and the account was debited for the amount of that payment, ANZ will credit that amount to the account. However, if the Account holders were responsible for a mistake resulting in that payment and ANZ cannot recover the amount of that payment from the person who received it within

20 Banking Business Days of ANZ attempting to do so, the Account holders must pay that amount to ANZ.

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

(c) Consequential loss

ANZ is not liable for any consequential loss or damage the Account holders suffer as a result of using the BPAY® Scheme, other than due to any loss or damage the Account holders suffer due to ANZ's 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.

(d) Indemnity

To the extent permitted by law, the Account holders indemnify ANZ against any loss or damage ANZ may suffer due to any claim, demand or action of any kind brought against ANZ arising directly or indirectly because Account holders:

- (i) did not observe their obligations under; or
- (ii) acted negligently or fraudulently in connection with, these Electronic Banking Conditions of Use.

Precedence of Terms

If there is any inconsistency between the terms and conditions set out in the Electronic Banking Conditions of Use and the account terms and conditions, the Account terms and conditions prevail.

For the avoidance of doubt, these Electronic Banking Conditions of Use apply when the Account holders access their personal accounts via ANZ Internet Banking for Business. However, their personal accounts will still be governed by the Electronic Banking Conditions of Use set out in the Terms and Conditions documents which apply to those personal accounts when the Account holders access their personal accounts via ANZ Internet Banking, ANZ Phone Banking or ANZ Mobile Phone Banking.

Changes to the Electronic Banking Conditions of Use

ANZ can change the Electronic Banking Conditions of Use at any time. ANZ will give the Account holders 20 days' prior written notice of any changes which:

- impose or increase charges relating solely to the use of electronic equipment;
- increase their liability for losses relating to electronic transactions; or
- change their daily transaction limit or other periodical transaction limit applying to the use of electronic equipment.

Information Statement

This information statement is provided in accordance with the Consumer Credit Code and only applies to you if your Facility is regulated by the Code.

Things you should know about your proposed credit contract

This statement tells you about some of the rights and obligations of yourself and your credit provider, Australia and New Zealand Banking Group Limited ABN 11 005 357 522 ("ANZ").

It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact ANZ and if you still have concerns, your Government Consumer Agency, or get legal advice.

The Contract:

1. How can I get details of my proposed credit contract?

ANZ must give you a pre-contractual statement containing certain information about your contract. The pre-contractual statement, and this document, must be given to you before:

- your contract is entered into; or
- you make an offer to enter into the contract, whichever happens first.

2. How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to ANZ, you must be given a copy to keep.

Also, ANZ must give you a copy of the final contract within 14 days after it is made.

This rule does not, however, apply, if ANZ has previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to ANZ and ask for one. ANZ may charge you a fee. ANZ has to give you a copy:

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

3. Can I terminate the contract?

Yes. You can terminate the contract by writing to ANZ so long as:

- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by ANZ has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

4. Can I pay my credit contract out early?

Yes. Pay ANZ the amount required to pay out your credit contract on the day you wish to end your contract. There may be fees and charges applicable.

5. How can I find out the pay out figure?

You can write to ANZ at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

ANZ must give you the statement within 7 days after you give your request to ANZ.

You may be charged a fee for the statement.

6. Will I pay less interest if I pay out my contract early?

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits ANZ to charge one) and other fees.

7. Can my contract be changed by ANZ?

Yes, but only if your contract says so.

8. Will I be told in advance if ANZ is going to make a change in the contract?

That depends on the type of change. For example:

- you get at least same day notice for a change to an annual percentage rate.

That notice may be a written notice to you or a notice published in a newspaper.

- you get 20 days advance written notice for:
 - › a change in the way in which interest is calculated; or
 - › a change in credit fees and charges; or
 - › any other changes by ANZ;

except where the change reduces what you have to pay or the change happens automatically under the contract.

9. Is there anything I can do if I think that my contract is unjust?

Yes. You should first talk to ANZ. Discuss the matter and see if you can come to some arrangement. If that is not successful, you could apply to the court. Contact the Government Consumer Agency or get legal advice on how to go about this.

Insurance:

10. Do I have to take out insurance?

ANZ can insist you take out or pay the cost of types of insurance specifically allowed by law.

These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not.

11. Will I get details of my insurance cover?

Yes, if you have taken out insurance over mortgage property or consumer credit insurance and the premium is financed by ANZ. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if you acquire an interest in any such insurance policy which is taken out by ANZ then, within 14 days of that happening, ANZ must ensure you have a written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance contract. If you ask in writing your insurer must give you a statement containing all the provisions of the contract.

12. If the insurer does not accept my proposal, will I be told?

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

13. In that case, what happens to the premiums?

ANZ must give you a refund or credit unless the insurance is to be arranged with another insurer.

14. What happens if my credit contract ends before any insurance contract over mortgaged property?

You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

Mortgages:

15. If my contract says I have to give a mortgage, what does this mean?

A mortgage means that you give ANZ certain rights over any property you mortgage.

If you default under your contract, you can lose that property and you might still owe money to ANZ.

16. Should I get a copy of my mortgage?

Yes. It can be part of your credit contract, or if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into.

However, you need not be given a copy if ANZ has previously given you a copy of the mortgage document to keep.

17. Is there anything that I am not allowed to do with the property I have mortgaged?

The law says you cannot assign or dispose of the property unless you have ANZ's, or the court's, permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what you can or cannot do with the property.

18. What can I do if I find that I cannot afford my repayments and there is a mortgage over property?

See the answers to questions 22 and 23. Otherwise you may:

- if the mortgaged property is goods – give the property back to ANZ,

together with a letter saying you want ANZ to sell the property for you;

- sell the property, but only if ANZ gives you permission first; or
- give the property to someone who may take over the repayments, but only if ANZ gives permission first.

If ANZ won't give permission contact your Government Consumer Agency for help. If you have a guarantor, talk to the guarantor who may be able to help you. You should understand that you may owe money to ANZ even after mortgaged property is sold.

19. Can ANZ take or sell the mortgaged property?

Yes, if you have not carried out all of your obligations under your contract or a guarantee you have provided.

20. If ANZ writes asking me where the mortgaged goods are, do I have to say where they are?

Yes. You have 7 days after receiving ANZ's request to tell ANZ. If you do not have the goods you must give ANZ all the information you have so they can be traced.

21. When can ANZ or its agent come into a residence to take possession of mortgaged goods?

ANZ can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the Consumer Credit Code.

General:

22. What do I do if I cannot make a repayment?

Get in touch with ANZ immediately. Discuss the matter and see if you can come to some arrangement. You can ask ANZ to change your contract in a number of ways, for example:

- to extend the term of the contract and either reduce the amount of each payment accordingly or defer payments for a specified period; or
- to simply defer payments for a specified period.

23. What if ANZ and I cannot agree on a suitable arrangement?

If you have been unemployed, sick or there is another good reason why you are having problems with your contract, then your contract may be able to be changed to meet your situation.

You may be able to apply to the court. Contact your Government Consumer Agency or get legal advice on how to go about this.

There are other people, such as financial counsellors, who may be able to help.

24. Can ANZ take action against me?

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact your Government Consumer Agency or the Trade Practices Commission, or get legal advice.

25. Do I have any other rights and obligations?

Yes. The law will give you other rights and obligations. You should also read your contract carefully.

If you have any doubts, or want more information, contact your Government Consumer Agency or get legal advice.

Please keep this information statement. You may want some more information from it at a later date.

Postal Addresses

ANZ Mortgages

Locked Bag No. 9
Collins Street West Post Office
Melbourne, Victoria 8007

ANZ Cards

Locked Bag No. 10
Collins Street West Post Office
Melbourne, Victoria 8007

ANZ Personal Banking

Contact your nearest branch

ANZ Margin Lending

GPO Box 4338
Melbourne VIC 3001

ANZ Trustees (V2 PLUS Service Centre)

GPO Box 4028 Sydney NSW 2001; or
GPO Box 389D Melbourne VIC 3001
Customer Enquiries

Customer Enquiries

ANZ Mortgages

Home Loan Hotline 1800 035 500
(for enquiries about new loans Home Loans
or Residential Investment Loans)

ANZ Mortgages Customer Service 13 25 99
(for enquiries about your existing Home
Loans or Residential Investment Loans)

ANZ Cards

13 22 73

ANZ Personal Banking

13 13 14

ANZ Margin Lending

1800 639 330

ANZ Trustees (V2 PLUS Service Centre)

13 28 33

Lost or stolen cards, suspected unauthorised transactions or divulged passwords

1800 033 844; or
Melbourne (03) 9683 7047
(24 hours a day)

Lost, stolen or divulged passwords

For passwords used online, call 13 33 50
For all other passwords, call 1800 033 844
(24 hours a day)

ANZ Mobile Phone Banking

1300 ANZ MOBI (1300 269 6624) or
www.anz.com/MobilePhoneBanking
www.anz.com

www.anz.com

