

Business Lending

Supplementary Terms and Conditions

Business Overdraft
Business Line of Credit
Business Term Loan
Company Housing Loan
Commercial Bill Facility
Commercial Rate Loan
Commercial Rate Facility
Cashflow Finance Facility
Guarantee Facility
Aggregate Trade Facility

This document must be read in conjunction with the Business Banking Guide to Fees and Charges, the Loan Schedule and General Conditions and Electronic Banking Terms and Conditions (if applicable).

Together they form your terms and conditions for these products.

April 2017

BOQ

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INTRODUCTION

1.1 Welcome to BOQ

The terms that govern the way you bank with us are set out in this booklet, *Business Banking Guide to Fees and Charges*, *Business Lending - Interest Rates, Loan Schedule and General Conditions* and *Electronic Banking Terms and Conditions* (if applicable) that apply to your facility.

We encourage you to take time to read this booklet and the other material provided to you. It has been produced to help you choose the right Banking Services for your needs. Please contact us if you want more information regarding the Banking Services we offer.

1.2 How does this document affect you?

You receive and agree to these terms and conditions on your own behalf and as agent for anyone operating on the Account. You must pass on these terms and conditions to each of those persons.

1.3 Need to know more?

You can contact us at any time if you would like any further information, or a copy of the current *Business Banking Guide to Fees and Charges* or *Business Lending - Interest Rates* and *Electronic Banking Terms and Conditions* (if applicable) by:

- visiting your local branch or Business Banking Centre;
- visiting our website at boq.com.au;
- calling our Customer Contact Centre on 1300 55 72 72, Monday to Saturday 7.00 a.m. to 7.00 p.m. (AEST);
- e-mailing us via the 'contact us' page on our website; or
- writing to us at GPO Box 898, Brisbane QLD 4001.

ACCOUNTS

2.1 Types of Accounts

Set out below are details of our Loan Accounts and Finance Facilities.

Loan Account/ Finance Facility	Description
Business Overdraft	An approved limit that can be attached to an Everyday Business Account or Business Management Account.
Business Line of Credit	An approved credit line that can be utilised for infrequent capital draw-downs.
Business Term Loan	A fixed or variable rate term loan suitable for business borrowings.
Company Housing Loan	A fixed or variable rate term loan suitable for business borrowings.
Commercial Bill Facility (no longer for sale)	A fixed rate lending facility under which interest rates are determined by the price of commercial bills in the financial markets.
Commercial Rate Loan	A market rate lending facility suitable for commercial purposes (eg property development). Facility types include variable commercial rate loan, fixed commercial rate loan, interest prepaid commercial rate loan and interest capitalised variable commercial rate loan.
Commercial Rate Facility (no longer for sale)	A fixed or variable rate lending facility under which interest rates are determined by short term movements in the financial markets.
Cashflow Finance Facility	A cash flow product which allows business assets (debts owed to the business) to fund the growth of the business. This product is suitable for businesses that are experiencing rapid expansion or have the capacity to grow, but have limited fixed assets to offer as loan security or restricted liquidity.
Guarantee Facility	A facility under which we will issue a Bank Guarantee to a nominated beneficiary at our customer's request.
Aggregate Trade Facility	<p>An Aggregate Trade Facility is available to customers undertaking international trade, either to assist in financing the production process (pre-shipment finance) or to help manage cashflow between the date goods are produced and shipped and the date payment is received (post-shipment finance). This facility allows customers to borrow in the currency of their cash flow. An Aggregate Trade Facility comprises:</p> <ul style="list-style-type: none"> ▪ Business Overdraft; ▪ Letter of Credit Facility; ▪ Forward Exchange Facility; and ▪ Short Term Import/Export Facility.

2.2 Opening an Account

(a) What we need from you

You can apply for an Account by signing an application form which authorises us to open the Account, if approved.

We will need to know:

- details of the name of the Account;
- whether the Account will be held in trust;
- details of all signatories to the Account;
- any other name by which you or any signatories may be known (such as a maiden name); and
- in the case of a lending facility, sufficient information to enable us to assess your ability to repay the facility;
- the beneficiaries of the trust that the account is held in;
- the name, address and date of birth of any director, officer or authorised person of the company that the account is held in; and
- details of your beneficial owner including name, address and date of birth.

(a) New customers

If you or any signatories on your Account are not already a customer, please contact one of our branches to determine what identification is required to open your Account.

Generally you can satisfy our identification requirements by providing the following;

1. A current Australian driver's licence; and
2. A valid Australian passport.

(c) Tax File Number (TFN)

It is not compulsory for you to give us your TFN. However, if you choose not to, we must deduct withholding tax from any interest that you earn.

You can give us your TFN when you open an Account, or at any other time.

For joint Accounts, each Account holder can provide their TFN. If you are trustee of a formal trust, the TFN quoted should be that of the trust not your own TFN.

If you have not provided your TFN (or ABN) and you are an exempt person, withholding tax will not be deducted from interest earned. However, you must tell us which type of exemption applies to you.

We are required to report details of interest income earned, withholding tax deducted and TFNs quoted to the Australian Taxation Office. The *Privacy Act* imposes strict obligations on what we can do with your TFN. We will keep your TFN confidential.

(d) Warranties

By signing the application form to open an Account, you warrant that:

Type of Account holder	Warranty
All Account holders	<ul style="list-style-type: none">▪ All information (including any documents) that you have given us in connection with opening the Account is true and correct and not misleading.▪ You and anyone authorised to operate the Account have (and if you are signing on behalf of an organisation, that organisation has) the power to open and operate the Account.▪ That power has not been altered or restricted in any way.
Partnership	<ul style="list-style-type: none">▪ If you have not given us a copy of the partnership agreement, there is no agreement.▪ If you have not given us a copy of the certificate of registration of business name, no name is registered.
Business/Firm	<ul style="list-style-type: none">▪ If you have not given us a copy of the certificate of registration of business name, no name is registered.
Trust	<ul style="list-style-type: none">▪ If you have not given us a copy of the trust deed, there is no trust deed.▪ The trust is properly constituted.▪ The Account will be operated in accordance with the trust.▪ The trustee's right of indemnity against the trust assets has not been limited in any way.▪ Unless you tell us otherwise, if the trustee is a company, it acts only as trustee and does not otherwise carry on business.
Estate	<ul style="list-style-type: none">▪ You are not aware of any later will or codicil or any reason why the will could be changed or challenged.▪ You will apply for probate immediately and proceed to obtain probate as soon as possible.▪ You will not distribute any legacies or other monies from the Account except those that you may lawfully distribute until probate is obtained.

You also:

- agree to be personally liable to us if we suffer loss or damage because any of the warranties are not correct;
- agree to tell us if anything changes to make the warranties incorrect at any time while the Account is open;
- confirm that you are properly authorised to give warranties and indemnities on behalf of the Account holder; and
- agree to give us specimen signatures of people who can operate on the Account from time to time.

(e) Documents we need

When you open a business Account with us, we will need to see the following documents:

Type of Account holder	Documents required
Company	<ul style="list-style-type: none"> ▪ Company search; and ▪ Two (2) individuals acting in the capacity of a director, or a director and company secretary, must sign to authorise the account opening. ▪ For each signatory, identification documents as per 2.7(b).
Strata Corporation	<ul style="list-style-type: none"> ▪ Registered Community Title Scheme ▪ For all the officers - documents that confirm name, address and/or date of birth.
Incorporated and unincorporated association / registered co-operative	<ul style="list-style-type: none"> ▪ Rules OR Constitution OR Certificate of Incorporation ▪ The meeting minutes that confirm the appointment of the chairman, treasurer and secretary - required if the above documents do not confirm the details; and ▪ For the chairman, secretary and treasurer - documents that confirm name, address, and/or date of birth.
Partnership	<ul style="list-style-type: none"> ▪ Partnership Agreement; and ▪ For all the partners - documents that confirm name, address, and/or date of birth.
Business/Firm	<ul style="list-style-type: none"> ▪ Business name search ▪ For all the authorised persons - documents that confirm name, address, and/or date of birth.
Trust	<ul style="list-style-type: none"> ▪ Trust deed ▪ For two (2) trustees - documents that confirm name, address and/or date of birth or a Company Search.
Estate	<ul style="list-style-type: none"> ▪ A certified copy of the Death Certificate and Will; and ▪ For all the executors or authorised persons - documents that confirm name, address, and/or date of birth.

If you do not fit into one of the above categories, please contact one of our branches to determine what documents are required to open a business Account.

(f) Joint Accounts

You can open a joint Account with other people.

If the Account is a joint Account, you receive and agree to these terms and conditions as agent for all other Account holders, and anyone operating the Account. You must pass on these terms and conditions to each of those persons.

You and the other joint holders must advise us how the account is to be operated. If you want to change the way the Account is operated, you must advise us in writing.

You (or any other joint holder) can tell us in writing that the Account requires the signatures of all joint holders. If you do, we will dishonour a cheque or withdrawal that is not authorised by all joint holders. We will also stop the use of all Cards on that Account. If we ask you to, you must return the Cards to us. If you or any other joint holders use your Cards to withdraw money from the joint Account before they are returned to us you will be liable for those transactions.

Before you open a joint Account, you should understand that:

- each of you is liable for the debts on the Account;
- if the Account is overdrawn each of you are liable to pay us the overdrawn amount;
- if any joint holder dies, we can treat the credit balance in the Account as owing to the rest of you;
- we can deposit to the joint Account any cheques payable to any one or more of the joint holders.

2.3 Allowing others to use Your Account

(a) General

If you tell us in writing, we will allow another person to use Your Account. You are liable for all debts incurred by that person using Your Account. Those debts include any overdrawn amounts and interest on those amounts.

You can allow another person to only deposit to Your Account. Deposits can be made to Your Account by deposit slips or direct credits.

(b) What can an authorised person do?

If you authorise another person to use Your Account, that person can do most things that you could do yourself. For example, they can:

- draw cheques on the Account;
- order cheque books;

- stop, or remove a stop on, cheques on the Account;
- overdraw the Account;
- order additional statements;
- receive payment of deposit money and interest;
- get any information from us about the Account;
- authorise us to make payments from the Account;
- deal in foreign currencies;
- sign guarantees, indemnities or any other documents to protect us in relation to missing documents, or any guarantees or undertakings given by us for you;
- use any documents or property that we hold in your name and tell us how to deal with them (including securities, debentures and safe custody packets); and
- give us valid receipts.

The authorised person will not be able to:

- open new Accounts;
- alter Account details;
- authorise any other person to operate on the Account; or
- close the Account.

(c) Cancelling the authority

You can cancel the authority at any time. We will act on this request as soon as we are notified of the cancellation. You will, however, be liable for:

- any transactions made prior to the authority being cancelled, regardless of when the transactions are debited to the Account; and
- any future dated payments, cheques or authorities established by the person you authorised prior to the cancellation of the authority.

We can also cancel the person's authority to operate the Account.

2.4 Operating Your Account

(a) Account information

You can get Account information in a number of ways, including through our branches, Business Banking Centres, and for Loan Accounts via Internet Banking. Accessing this information can incur a fee, depending on the type of service you choose and the frequency of your request (refer to *Business Banking Guide to Fees and Charges*).

For Loan Accounts, we will give you a statement, showing all transactions since the last account statement, at least every six months. You can request that statements be provided to you more frequently.

The statement shows the transactions that have been made on Your Account since the last statement. Some transactions may not appear on the statement you receive in the mail, because those transactions have been credited or debited to the account after the statement was produced. Statements contain important information about Your Account.

You should note that:

- Entries on the statement should be checked carefully. If you believe any entries or transactions are incorrect or not authorised by you, you should contact us as soon as possible.
- You should keep receipts of all transactions made, so that you can check these receipts against the statement. Receipts will be available for each branch, ATM or Internet Banking transaction that you conduct.

How to obtain information on Loan Account transactions

Type of information	Description	Fee applicable	Transactions available
Regular Account statement	The statement that we regularly send to you.	No	All transactions since the last statement.
Additional copies of your regular Account statement (duplicate statement)	If you want extra copies of the regular Account statement sent to you or another person, you will need to tell us. We will commence mailing an additional statement as requested by you from the next regular statement date following your advice to us.	Yes	All transactions contained on the regular Account statement.
Repeat statement	If you need an extra copy of a statement that has already been issued to you, you can order a repeat statement from branches, Business Banking Centres or through the Customer Contact Centre.	Yes	All transactions contained on the regular Account statement.

How to obtain information on Loan Account transactions

Type of information	Description	Fee applicable	Number of transactions available
Transaction History Enquiry Internet Banking	A list of transactions which you can view or print from our website (if you are eligible to access Internet Banking).	No	Details of transactions for up to 6 months.
Ad hoc Account Statement Internet Banking	The statement that you request to be mailed to you (and any other person who normally receives this statement) from Internet Banking.	No	All transactions since the last mailed statement.
Transaction List Branch	A list of transactions available on request over the counter at any branch.	Yes	All transactions since the last regular statement.

For Terms and Conditions applying to Internet Banking refer to *Electronic Banking Terms and Conditions*.

Details of fees payable are set out in *Business Banking Guide to Fees and Charges*, and your *Loan Agreement*.

You can obtain a balance on Your Account by making enquiry through branches, Business Banking Centres, or our Customer Contact Centre and additionally for Loan Accounts through Internet Banking.

(b) Making deposits to Your Account

You can make deposits to Your Account in any of the following ways:

- at a branch;
- by mail;
- through Internet Banking (for Loan Accounts);
- through direct credits or transfer order (for Loan Accounts); and
- through our EasyCheque Deposit facility (for Loan Accounts).

Further information on these deposit methods is set out below, or in chapter 3.

(i) **Deposits through ATMs and branches**

If you make a deposit through one of our ATMs or branches, we will be responsible for the physical security of those funds from the time of the deposit. However, we must verify the amount of the deposit before crediting it to Your Account. If there is any difference between what you say has been deposited to Your Account, and what we have confirmed has been deposited, we will tell you the amount credited to Your Account as soon as possible.

If you are depositing cash through an ATM, you must ensure that only notes, and not coins, are deposited. Cash deposited through an ATM will only be available for withdrawal once we have credited the amount to Your Account.

(ii) **EasyCheque Deposits**

EasyCheque Deposit facilities are available at many of our branches. Only cheque deposits to Loan Accounts are accepted through our branch EasyCheque Deposits facility (no cash or coin is accepted).

Cheques must be made payable to the name of the Account or correctly endorsed to the name of the Account. Third party cheques that are not endorsed or verified might not be processed.

Amounts to be deposited in accounts held with other banks or financial institutions will not be accepted.

Cheque deposits will generally be processed on the Bank Business Day that they are deposited. However, proceeds will not be available until the cheque has cleared. Deposits made on Thursday evenings after 4.00 p.m. or on Saturdays will be processed on the next Bank Business Day.

Details of fees payable on cheques deposited through the EasyCheque Deposit facility are set out in *Business Banking Guide to Fees and Charges*.

(c) **Making withdrawals from your Business Overdraft or Business Line of Credit**

You must not withdraw more than the available funds in your facility unless you make prior arrangements with us.

We may refuse any request for a draw from time to time.

If you wish to withdraw a large amount of cash at a branch, the branch must be given at least 24 hours notice.

(d) **Overdrawing your Business Overdraft or Business Line of Credit**

If the limit of your facility has been exceeded without our prior written approval, including where cheques deposited are dishonoured or arranged transfer orders have been paid, the facility must be brought back into order immediately. If your Business Overdraft or Business Line of Credit remains overdrawn for more than 60 days, we may commence enforcement action and report your default to a credit reporting agency. It is your responsibility to ensure you have sufficient cleared funds in your account to meet any regular payment arrangements and/or cheques. If your prior end-of-day balance is insufficient to honour any or all of your regular payment arrangements and/or cheques these transactions may be dishonoured and we may charge you a fee.

We can charge interest and extra fees where the limit on a Business Overdraft or Business Line of Credit is exceeded. You can find more information on the fees that will be charged in respect of overdrawn accounts in our *Business Banking Guide to Fees and Charges*.

2.5 Organising a Business Overdraft

You may apply for a Business Overdraft on selected business transactions accounts. Refer to “Business Banking Guide to Fees and Charges” for applicable accounts. If your application is approved, we will allow you to overdraw the account up to the approved limit, subject to our discretion to refuse any drawing request from time to time. You are not required to make any minimum repayments to us, however you must ensure that you do not exceed the overdraft limit and, if you do, you must immediately pay to us the amount by which you have exceeded the overdraft limit. We may charge additional interest and fees where the agreed overdraft limit has been exceeded.

2.6 Interest

The interest rate that is applicable to your Loan Account or Finance Facility is set out in your *Loan Agreement*. The way in which your debit interest is calculated and debited to Your Account is also set out in your *Loan Agreement*.

Credit interest is paid on Business Overdrafts, other than Overdrafts attached to a Everyday Business Account or a Business Cheque Account (unless you are a not-for-profit organisation). The applicable interest rates are set out in *Business Accounts - Interest Rates*.

How the interest you earn is calculated and paid

Credit interest is calculated on the daily closing balance using the following formula:

$$\frac{\text{Daily Closing Balance}}{365} \times \frac{\text{Interest Rate}}{100}$$

We calculate this interest:

- from and including the day that funds are deposited to the Account; and
- on the daily balance in the Account.

We pay interest monthly on the last day of the month.

2.7 Stopping a payment

Details on how to stop various types of payments are set out in chapter 3.

2.8 When you stop using Your Account

(a) Unclaimed money

If your Transaction Account has not been transacted on by way of a deposit or a withdrawal, excluding and bank charges or interest, for 7 years or more then we must treat the funds in your Account as “unclaimed money”. This means that we will be required to forward any credit balances over \$500 or more to the Commonwealth Government (or any other amount that the Commonwealth Government advises from time to time). We will also close your Transaction Account at that time.

We will contact you in writing by sending a notice to your last mailing address recorded by us, or if you have agreed to us sending you email communications, by sending a message to your email address, not less than 14 days prior to the account closure to inform you of the actions to keep the account open, or alternatively allow you to discuss other account options that may be more suitable to your needs.

2.9 When we can operate on your Account

In certain circumstances, we can operate on Your Account. For example, we may make drawings on Your Account to pay ourselves interest, fees and charges. We can also correct mistakes on Your Account, without any notice to you.

We can determine the order of priority of payments from the funds in Your Account.

2.10 Our right to combine Accounts

We can combine the balances of two or more of your accounts, even if the accounts are held at different branches or in joint names. For example, if your Business Overdraft or Business Line of Credit has exceeded its limit, we might use money in your Transaction Account to reduce the amount you owe on the Business Overdraft or Business Line of Credit. However, this would not happen where, for example:

- we know the accounts are not held by you in the same capacity (eg where you have a business account and also an account as trustee);
- the debt to us arises from some business other than banking (eg a travel services business);
- we have specifically agreed to keep your accounts separate; or
- we are otherwise bound not to do so.

We will tell you if we have combined any of your accounts. We do not have to notify you before we exercise our right of combination.

You should not assume that an unauthorised overdrawn account will be combined by us with an account that is in credit (eg in order to cover cheques you have drawn on the overdrawn account) unless we have agreed to do so.

2.11 Closing Accounts

If you ask us to, we will usually close an Account that is in credit.

We can close an Account that is in credit by giving you reasonable notice. If we do, we will pay you the credit balance after allowing for accrued interest, fees and charges.

If we close an Account, we can charge you an amount that is a reasonable estimate of our costs of closure.

(a) How we calculate your closing balance if an Account is in credit

The credit balance of an Account is calculated as the current balance plus any credit interest, less any accrued Account fees, debit interest and government charges applicable up to the closing date. Any monthly or quarterly fees will apply even though the Account has been open for only part of the month or quarter.

(b) How we calculate a closing balance if there are uncleared funds or the Account is in debit

If there are any uncleared funds in an Account at the time you ask us to close it, we are unable to pay those funds to you until they are cleared. If an Account has a debit balance, you must pay to us the balance plus any accrued debit interest, Account fees including monthly or quarterly fees, and any government charges, less any credit interest, applicable up to the closing date.

(c) What you must do when you close your Account

If we ask you to, you must give us all unused cheque forms and any Card that you or any other person uses with the Account. You should cancel any periodical debits from Your Account.

PAYMENT SERVICES

3.1 Payment Services

Payment Services are available on many of our products, including transaction, investment and loan products. These terms and conditions deal only with Payment Services as they apply to Accounts described in these terms and conditions.

The following Payment Services are available:

Payment channel	Access method	Business Lending Products									
		Business Overdraft	Business Line of Credit	Business Term Loan	Company Housing Loan	Commercial Bill Facility (no longer for sale)	** Commercial Rate Loan	Commercial Rate Facility (no longer for sale)	Cashflow Finance Facility	Guarantee Facility	Aggregate Trade Facility
Branches	Deposits	✓	✓	✓	✓	✓	✓	✓			
	Withdrawals	✓	✓								
	Redraw			✓	✓		✓*				
	Order a Statement	✓	✓	✓	✓		✓				
	Enquiries (including balances)	✓	✓	✓	✓	✓	✓	✓		✓	✓
Business Banking Centres	Order a Statement	✓	✓	✓	✓		✓				
	Enquiries (including balances)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Internet Banking	Transfers	✓	✓								
	BPAY	✓	✓								
	Pay Anyone (including Multi Payments)	✓	✓								
	Payments File Upload	✓	✓								
	Transaction History	✓	✓	✓	✓	✓	✓	✓			
	Request Statement	✓	✓	✓	✓	✓	✓	✓			
	Enquiries (including balances)	✓	✓	✓	✓	✓	✓	✓			
	Redraw (subject to approval)				✓						
ATMs	Deposits	✓	✓								
	Withdrawals	✓	✓								
	Enquiries (including balances)	✓	✓								
EFTPOS	Withdrawals	✓	✓								
Bank@Post	Deposits	✓	✓								
	Withdrawals	✓	✓								
Mail	Deposit	✓	✓	✓	✓	✓	✓	✓	✓		✓
Cheques	Withdrawals	✓	✓								
Direct debits	Withdrawals	✓	✓								
Transfer orders	Withdrawals	✓	✓								

* Redraw is only available on variable commercial rate loan and interest capitalised variable commercial rate loan and is subject to approval.

** View Only Internet Banking access is available to Commercial Rate Loan customers with an Any One to Operate Account authority.

For Terms and Conditions applying to Internet Banking refer to *Electronic Banking Terms and Conditions*.

3.2 Authorised Users

In this chapter, a reference to “you” includes all Authorised Users using Your Account where the context allows, unless stated otherwise, and “your” has a corresponding meaning.

3.3 Branches and Business Banking Centres

At a branch or Business Banking Centre you can:

- apply for an Account, if you are the Account holder;
- check Account balances;
- get details of transactions;
- order a statement;
- order a transaction list; and
- ask for information about products and services that may suit you.

At a branch you can also:

- make withdrawals;
- transfer funds;
- cash cheques;
- redraw (Company Housing Loan only);
- deposit cash or cheques;
- purchase bank cheques, overseas drafts, or traveller’s cheques;
- sign up for Internet Banking, if you are the Account holder;
- apply for a wall safe or safe custody facility; and
- apply for Related Account Access.

3.4 ATMs

(a) Features and benefits

A Card can be used to access Nominated Accounts at any ATM that accepts our Cards. Details of which Accounts can be nominated for ATM access are set out in section 3.1.

You will find our ATMs outside many branches and at other convenient locations.

Using a Card and PIN you can:

- withdraw cash;
- deposit cash (notes only) and cheques;
- transfer money between linked Nominated Accounts; and
- check Account balances.

(b) Risks

You should ensure that other people do not observe you entering your PIN. Once your PIN is known by another person, they can make Unauthorised Transactions on Nominated Accounts. In some circumstances you will be liable for those transactions (refer to chapter 4).

Money is at your risk as soon as it becomes visible or available at an ATM.

Please refer to section 4.7 if you think your security has been compromised.

(c) Some rules about ATMs

You can withdraw cash from your Nominated Accounts using the ATMs of most other financial institutions, except where government regulations prevent this. While you may not be able to perform every type of transaction at these ATMs, you can check your Account balance and withdraw cash.

You can also access Nominated Accounts using the ATMs of most other financial institutions. While you may not be able to perform every type of transaction at these ATMs, you can check Account balances and withdraw cash.

When using one of our ATMs, the minimum cash withdrawal in any transaction is \$20 (subject to the necessary note denominations being available).

The maximum amount of cash you can get through ATMs on any one day is a total of \$1,000 per Card. EFTPOS and Bank@Post have their own limits - see section 3.7(c).

If you request that a Business Overdraft or Business Line of Credit be accessible through ATMs, you should be aware that Unauthorised Transactions may be made from this account. However, the daily transaction limit is the maximum amount that an unauthorised person can access in any day.

When another financial institution's ATM is used, the maximum and minimum withdrawal amounts are determined according to the relevant institution and you may incur an ATM Operator Fee for each transaction. If an ATM Operator Fee is applicable it will be disclosed on the ATM screen at a point in the transaction which allows you to opt-out of the transaction without incurring any charge. The ATM Operator Fee includes Balance Enquiries. We are not responsible for any restrictions or conditions on the use of an ATM imposed by any other financial institution.

ATM transactions are processed as soon as practicable after the transaction. This is not necessarily the same day as the transaction.

3.5 Cheques

(a) Features and benefits

Cheques allow you to make payments to other parties if you do not wish to pay by cash or electronic means. Cheque payments can only be made if an Account allows for cheque access. Details of which Accounts can have cheque facilities are set out in section 3.1.

(b) Cheque access

If Your Account is a Business Overdraft or Business Line of Credit and you request a cheque book, a cheque book will be mailed to you.

(c) Risks

You can stop a cheque being paid by following the instructions set out in section 3.5(d)(x) but if the cheque has already been paid, the Account will be debited for the amount of the cheque you have drawn.

If you issue a cheque with the words "or bearer" included on it, any person who has possession of it can obtain payment of the cheque, even if that person found it or stole it. If you cross out the words "or bearer", only the person named on the cheque can obtain payment.

If you cross a cheque (ie draw two parallel lines across the surface of the cheque), you are instructing us not to cash it over the counter. If you do not cross the cheque, we may cash the cheque over the counter at any of our branches.

If you mark a cheque "not negotiable", where the cheque is transferred, the person who obtains the cheque has no greater rights than the person who transferred it to him or her. If the cheque is not marked "not negotiable", a person who innocently obtains the cheque from someone not entitled to it may obtain payment of the cheque.

You are responsible for ensuring that cheques are filled out so as not to mislead us or make it easy for someone else to alter the cheque. Instructions on how to minimise the risk of unauthorised alteration of cheques are set out in section 3.5(d)(xi).

If a cheque is unpaid or "dishonoured" we will not pay the cheque. The person to whom you have given the cheque will be told by their bank that the cheque has been dishonoured. We will charge a fee when a cheque is dishonoured.

(d) Other important information

(i) What is a cheque?

A cheque is a written order to a financial institution to pay a sum of money on demand.

(ii) Time taken for clearing a cheque

Cheque clearance involves several steps, which can take a number of days. The usual time for clearance of a cheque is between 3 and 5 Business Days. You should ask us for an estimate of the time it will take if you need to know.

Normally, you will not be able to withdraw the value of a cheque you deposit until the cheque is cleared, even though Your Account may be credited with the proceeds of the cheque. This rule applies even to cheques made payable to "cash".

(iii) How a cheque may be specially cleared

If you want a cheque cleared quickly, you can ask us for a special clearance. You must ask for the special clearance at the time you deposit the cheque. You should ask for an estimate of the time it will take and the cost.

Our fee for a special clearance covers the extra administrative costs involved in making a special clearance request to the financial institution where the cheque is held (including a possible courier charge).

(iv) Third party cheque deposits

Cheques can normally only be deposited into the account of the person or company named as the payee on the cheque.

If you are depositing a cheque to an Account, and it is not made payable to the name of the Account, please ensure that the payee transfers ownership of the cheque to the name of the Account by signing the back of the cheque in the following manner:

Please pay [Account name]

Signed [payee's signature]

We can ask you at the time you deposit the cheque, how you received the cheque, and make enquiries with the payee or the person who drew the cheque, to ensure that the cheque has not been lost or stolen.

If the cheque has not been properly signed over, or if a satisfactory explanation as to how you received the cheque has not been given to us, we may refuse to accept the deposit.

(v) **What is the effect of crossing a cheque?**

If you cross a cheque you are telling a financial institution not to cash it over the counter. The cheque must be paid to an account at a financial institution. If a financial institution does cash the cheque it can be liable for any loss suffered by the true owner.

Crossing a cheque means drawing across the face of the cheque two parallel lines, with or without the words “not negotiable” between them. A crossing may be added by you when you make out a cheque or by any person who obtains possession of the cheque.

This is an example of a properly crossed cheque:

620131

Bank of Queensland Limited ABN 32 009 656 740
229 Elizabeth Street, Brisbane QLD 4000
(Centralised Accounting Office)

DATE 1 | 1 | 2005

PAY *Mary Jones*

AMOUNT *Two Hundred Dollars*

Not Negotiable

OR BEARER

\$200-----

JOHN CITIZEN

John Citizen

(vi) **How to open a crossed cheque**

Once a cheque has been crossed, it can only be “opened” by the person who originally made out the cheque. By opening the cheque, the holder of the cheque will be open to cash it over the counter at a financial institution. A cheque can be opened by striking out the crossing, adding the words “pay cash” and then signing (not initialling) the alteration.

(vii) **What is the meaning of “not negotiable”?**

The words “not negotiable” between two parallel lines across the face of a cheque mean that, where the cheque is transferred, the person who obtains the cheque has no greater rights than the person who transferred it to him or her.

For example, a cheque might be stolen and then passed on by the thief to another person. That person might then obtain payment of the cheque. In this example, if the cheque was crossed and marked “not negotiable”, the person from whom the cheque was stolen might recover the amount of the cheque from the person who obtains payment of the cheque, even though that person may not have done anything wrong.

(viii) **What is the meaning of “account payee only”?**

These words on a cheque are a warning to a financial institution with whom the cheque is deposited that the cheque should be paid only to the party named on the cheque as payee. If that financial institution pays a different person, it can be liable to the true owner, unless the financial institution acted in good faith and without negligence (eg by making enquiries and receiving a reasonable explanation).

The words “account payee only” do not prevent the transfer of a cheque.

(ix) **What is the significance of deleting “or bearer”?**

Cheques are generally printed with the words “or bearer” appearing at the end of the line on which you put the name of the party to be paid.

For example:

620131

Bank of Queensland Limited ABN 32 009 656 740
229 Elizabeth Street, Brisbane QLD 4000
(Centralised Accounting Office)

DATE 1 | 1 | 2005

PAY William Johnson ~~OR BEARER~~

AMOUNT Twenty Dollars

JOHN CITIZEN *John Citizen*

The words “or bearer” mean that (except in cases where the cheque is crossed and must therefore be collected by a financial institution) we have authority to pay it to any person in possession of it, even if that person found it or stole it, unless we have reason to suspect that the cheque might have fallen into the wrong hands.

If you wish to alter this by making the cheque an “order” cheque, the simplest course is to cross out the words “or bearer” which are printed on the cheque. The words “to the order of” can also be inserted before the name of the payee, but if this is done the words “or bearer” must still be crossed out.

If the cheque is an “order” cheque then we only pay it to:

- the named payee; or
- any other person to whom the named payee, by endorsing the cheque on the reverse side, has ordered it to be paid.

This is an example of a cheque made payable to “order”:

620131

Bank of Queensland Limited ABN 32 009 656 740
229 Elizabeth Street, Brisbane QLD 4000
(Centralised Accounting Office)

DATE 1 | 1 | 2005

PAY *Australia Post* ~~OR BEARER~~ *or order*

AMOUNT *One Thousand Dollars* \$1,000

JOHN CITIZEN *John Citizen*

(x) **How and when can a cheque be stopped?**

You can stop payment of a cheque written on an Account by telling us before the cheque is paid by us. Speed is important. You can tell us initially by telephone. This will put a hold on your cheque for a short time until you give us written instructions. You can do this at any of our branches. You should identify the cheque clearly by giving the amount, number and date of the cheque and to whom it is payable. Details of our fees for this service are set out in *Business Banking Guide to Fees and Charges*.

(xi) **Reducing the risk of unauthorised alteration**

When you write a cheque, you should take care to reduce the opportunity for forgery and fraud. You have a duty to fill out the cheque so as not to mislead us or make it easy for someone else to alter your cheque.

You should:

- not leave gaps between the words or figures;
- begin the amount in words as close as possible to the left-hand side;
- begin the amount in figures as close as possible to the dollar sign (\$);
- never write a cheque in pencil or ink that can be rubbed out;
- never sign a cheque before it is used or filled out; and
- always write the amount of the cheque in words as well as figures, because words are harder to alter without your authority.

This is an example of a cheque made out correctly.

620131

Bank of Queensland Limited ABN 32 009 656 740
229 Elizabeth Street, Brisbane QLD 4000
(Centralised Accounting Office)

DATE 1 | 1 | 2005

PAY *Shell Service Centre - Cleveland OR BEARER*

AMOUNT *Four Hundred and Thirty Dollars 26c*

JOHN CITIZEN

John Citizen

\$430-----26

(xii) **Cheques unpaid or “dishonoured”**

Your cheque could be returned unpaid or “dishonoured” in certain circumstances, such as where:

- there is not enough money in your Business Overdraft or Business Line of Credit to cover the cheque;

- there is some irregularity with the cheque. For example it is unsigned, is more than 15 months old, is post-dated (ie bears a date that has not arrived), or has been materially altered (eg by a change of the amount originally stated in it) and you have not signed the alteration;
- we have instructions to stop payment of the cheque;
- we have received notice of your mental incapacity, or of your death;
- we have stopped all transactions on your Business Overdraft or Business Line of Credit; or
- we have frozen Your Account where required by law or court order.

If we dishonour a cheque, we will not pay the cheque and a fee will be charged.

If a cheque you have deposited is dishonoured, we will tell you. We will reduce the balance of Your Account by the amount of the cheque if we have already credited Your Account with that amount. We will also charge a fee.

Details of our fees for dishonours are set out in *Business Banking Guide to Fees and Charges*.

3.6 Bank cheques

(a) Features and benefits

A “bank cheque” is a cheque that a bank draws on itself.

Bank cheques are generally treated in the same way as ordinary cheques. Although many people regard bank cheques as cash, in certain circumstances the bank cheque might not be paid by the bank that issues it. Banks who are members of the Australian Bankers’ Association (including us) have adopted the following policy in relation to bank cheques:

(i) Forged or unauthorised bank cheques

If the signature of an officer of a bank is forged or placed on a bank cheque without the bank’s authority, the bank is not legally liable to honour it.

(ii) Bank cheque materially altered

A bank will dishonour a bank cheque which has been fraudulently and materially altered. A bank will cooperate with any holder of a cheque, or a person who is about to receive it, who wants to verify that the cheque is a valid bank cheque.

(iii) Bank cheque reported lost or stolen

Where a bank is told that a bank cheque is lost or stolen and is satisfied that this is the case, the bank will not honour it if it is presented for payment by a person who has no right to it. The bank can provide a replacement bank cheque for a fee.

(iv) Court order restraining payment

A bank must observe an order of a court restraining the bank from paying its bank cheque which is presented for payment while the order is in force.

(v) Failure of consideration for the issue of a bank cheque

Where a bank has not received payment for issuing a bank cheque to a customer (eg the customer's cheque to the bank in payment for the bank cheque is dishonoured), the bank will refuse to pay the bank cheque if the person presenting the bank cheque for payment:

- has not given value for it (eg the bank cheque is stolen); or
- has given value for it but at the time of doing so he or she knew the bank had not been paid for the bank cheque (eg that the cheque in favour of the bank had been dishonoured).

Details of our fees for the issue of a bank cheque or a replacement bank cheque are set out in Business Banking Guide to Fees and Charges.

3.7 EFTPOS

(a) Features and benefits

You can use your Card and PIN to pay for goods and services and withdraw cash at the same time from many retail and service outlets. Please note that some outlets do not give out cash.

If you have a Visa Business Debit Card, you can also pay for goods and services by presenting your Card at a Merchant and entering you PIN.

You can use your Visa Business Debit Card to access a nominated account. You can also elect to have additional cardholders on your Account, additional card holders can have:

- Full Access Cards or Restricted Access Cards; and
- different daily EFTPOS limits.

(b) Risks

You should ensure that other people do not observe you entering your PIN while using EFTPOS facilities. Once your PIN is known by any other person, they might be able to make Unauthorised Transactions on your Nominated Account. In some circumstances you will be liable for those transactions (refer to section 4.9).

Merchants do not have to accept your Card, and might not allow you to withdraw cash even if they do allow you to purchase goods and services with your Card. We have no control over the hours during which a Merchant operates nor the hours during which the Merchant will accept your Card.

(c) Some rules about EFTPOS

Details of which Accounts can be accessed using EFTPOS are set out in section 3.1.

Unless you have made arrangements with your branch for an increased limit, then the maximum amount of funds (including cash out) you can obtain through EFTPOS (including Bank@Post) on any one day is a total of \$1,000 per card.

If you request that a Business Overdraft or Business Line of Credit be accessible through EFTPOS, you should be aware that Unauthorised Transactions may be made from this account. However, the daily transaction limit is the maximum amount that an unauthorised person can access in any day.

Some goods and services might not be able to be purchased using a Card. Use of a Card might be subject to other limitations placed on its use by the Merchant or other institutions. We are not responsible for goods or services obtained from a Merchant using a Card.

EFTPOS transactions are processed as soon as practicable after the transaction, but not necessarily the same day as the transaction.

3.8 Bank@Post

(a) Features and Benefits

You can use a Card and PIN at Australia Post offices to deposit cash and cheques, withdraw cash and get Account balances with Bank@Post. Details of which Accounts can be accessed through Bank@Post are set out in the “account features” tables in section 3.1.

(b) Risks

We will not be liable for losses or other consequences arising from the refusal of any Australia Post officer to accept a Card.

You acknowledge that access to and use of Bank@Post may be unavailable at any time due to system faults or difficulties.

(c) Some rules about Bank@Post

Unless you have made arrangements with your branch for an increased limit, then the maximum amount of funds you can access through Bank@Post (including EFTPOS) on any one day is a total of \$1,000 per card.

Please be aware that not all Australia Post offices offer Bank@Post services to business customers. Furthermore, we have no control over the hours of operation nor the hours during which Australia Post may accept a Card for Electronic Transactions. For full details, refer to the Australia Post website - www.austpost.com.au

Agency banking counter transactions at Australia Post teller terminals utilising the Bank@Post capability and initiated by the use of an EFT Card and, in the case of withdrawals, a PIN, including:

- (a) deposits comprising of cash (up to \$3,000 per deposit) and or/up to 5 cheques into an Account per transaction;
- (b) withdrawals of cash (subject to applicable transaction limits imposed by the Bank); and
- (c) balance enquires

NOTE: due to PIN pad restrictions you will have access to three accounts via an Account Access Card, designated as “Cheque”, “Savings” or “Credit”. For Business Visa Debit cards, you will only have access to one account, designated as “Cheque” or “Credit”.

When using Australia Post Bank@Post facilities, you will be required to supply your Card and use the PIN for authentication.

If you request that your Business Overdraft Account or Line of Credit Facility be accessible through Bank@Post, you should be aware that Unauthorised Transactions may be made from these accounts. However, the daily transaction limit set out above is the maximum amount that an unauthorised person can access.

We have no control over the hours during which Australia Post operates Bank@Post nor the hours during which Australia Post will accept a Card for Electronic Transactions.

3.9 Direct debits

(a) Features and Benefits

A direct debit arrangement is an agreement between you and a merchant in which you preauthorise the merchant to bill your Card or Account at predetermined intervals (e.g. monthly or quarterly) or at intervals as agreed by you. The amount may differ or be the same for each transaction. For example, you may ask your local gymnasium to charge your monthly gym membership fee to your Credit Card or Account each month.

Some benefits of a direct debit arrangement are:

- It ensures timely payments are made to the merchant;
- It saves you time as direct debits are processed automatically;
- It may save you money when compared to other payment methods, such as cheques and money orders.

You should be aware however, if there are insufficient funds in your Account to cover the direct debit, you may be liable for both late payment fees charged by the merchant and additional bank fees will also apply.

See section 3.1 for Accounts which may be debited. You will need to enter into a Direct Debit Service Agreement with the person who will be debiting Your Account. We will then allow that person to debit Your Account in accordance with that agreement.

(b) Some rules about direct debit

To institute a direct debit arrangement, you will need to give your personal details, such as:

- (i) your Account number and BSB or
- (ii) Visa Debit Card number, expiry date and in some instances the three digit security code

to the person who will be debiting Your Account.

Cardholders are encouraged to maintain a record of a “Regular Payment Arrangement” they elect to enter into with a business or organisation. A template record is available from the Australian Payments Clearing Association website, www.apca.com.au.

To change an existing direct debit arrangement (e.g. to change the account to be debited), you should contact the merchant at least 15 days prior to the next scheduled payment. Until the cardholder attempts to cancel the “Regular Payment Arrangement”, the financial institution must accept the transaction. If possible the cardholder should retain a copy of their change/cancellation request. If you have contacted the business or organisation in accordance with these instructions and they have failed to act in accordance with your instructions you may be able to dispute the transaction.

Should your card number be changed i.e. as a result of a lost or stolen card you must request the business or organisation to change the details of your existing “Regular Payment Arrangement” to ensure the arrangement continues. If you fail to undertake this activity your “Regular Payment Arrangement” either may not be honoured by the financial institution or the business or organisation may stop providing the goods and/or services.

Should you elect to close your account or your account is closed by the Bank you should contact the business or organisation to revise your “Regular Payment Arrangement” as the business or organisation may stop providing the goods and/or services.

(c) Cancelling a direct debit

If the direct debit is set up drawing on your BSB and Account number, you may instruct us to cancel the direct debit on your behalf. If you instruct us to cancel the direct debit, we will prevent the previously authorised party from debiting your account and we will advise the party’s financial institution that we have done this. We recommend that you also contact the party that debits the payment to inform them that the direct debit has been cancelled.

If you have set up a recurring debit instruction using your Visa Debit Card number, you will need to cancel the instruction with the authorised party and not through BOQ.

3.10 Direct credits

(a) Features and benefits

You can authorise any person (e.g. your employer) to electronically credit funds to your Account. See section 2.2 and 2.3 for Accounts which can receive direct credits. You will need to enter into formal arrangements with the person who will be crediting your Account.

(b) Some rules about direct credits

To institute a direct credit arrangement, you will need to give your personal details, such as your Account number, to the person who will be crediting your Account.

If you wish to stop the direct credit arrangement, you will need to instruct the person who will be crediting your Account directly. We are unable to stop direct credits from being deposited to your Account.

If you close your Account, and do not notify the person who will be crediting your Account of your new bank account details, any funds credited to your old Account will automatically be sent back to the person crediting your Account.

It is the responsibility of the account holder to provide the correct account details to third parties who are making direct credits. We are unable to take action to recover any deposit of funds that are sent to an incorrect account.

3.11 Transfer orders

(a) Features and benefits

You can arrange for us to transfer payments from your Business Overdraft or Business Line of Credit automatically, so that you do not have to remember to make the payments yourself.

Unlike direct debits, the person you are paying does not need to know details, such as account numbers (unless the person you are paying is us).

Unlike a direct debit payment, when you arrange for us to make payments from Your Account automatically you are not required to provide your account details to the person you are making the payment to (unless you are making a payment to us, in which case we will already be aware of your account details).

(b) Risks

We will attempt to make payments on the days you tell us to. However, we are not responsible for:

- failing to make a payment;
- making a late payment; or
- any other failure to follow your instructions,

except where we have acted with gross negligence, wilful misconduct or fraud.

If we do not make the payment, you are still responsible for making that payment.

You must ensure that there are sufficient cleared funds in the account when the payment is due. If there are not sufficient funds, the payment may not be made, and the account may be charged a dishonour fee.

If you do not tell us of cancellation of a transfer order at least one Bank Business Day before the next payment date, we may make that payment regardless of your instruction not to do so.

(c) Stopping a transfer order

If you have set up a transfer order on a Business Overdraft or Business Line of Credit, and you want to stop a specific payment, you will need to tell us in writing at least one Bank Business Day before that transfer order is due and tell us:

- the amount of the payment;
- the payee;
- when the payment is due; and
- the account that the payment is to be deducted from.

(d) Other important information

The funds will be transferred from the account on the day the payment is due. If the payment is going to an account at another financial institution or to a credit card, even if the payment is due on a Bank Business Day, we may not be able to pay it until the next Business Day.

We can cancel your instruction for a transfer order at any time by telling you in writing. We will also stop payments in other circumstances (for example death or bankruptcy).

3.12 Mail deposits

(a) Features

You can make cheque deposits to accounts if you are unable to get to a branch by mailing the cheque deposit to us. You cannot make cash deposits to an account by mail. Details of which accounts can receive mail deposits are set out in section 3.1.

(b) Risks

Cheque deposits will not be credited to Accounts until they are received by us. We are not responsible if cheque deposits are lost in the mail. Please refer to section 3.5 for other important information about cheques.

3.13 Telegraphic transfers

(a) Features and benefits

We can transfer funds electronically to other banks within Australia and overseas. We will send the transfers to the payee's bank through other Australian and overseas financial institutions. Normally, we expect the overseas payment to arrive within 48 hours, but processing times can vary.

(b) Risks

We cannot guarantee when delivery of funds made by telegraphic transfer will arrive. If a payment is required to be made by a certain time, you must ensure that it is received by that time.

We do not accept liability if a telegraphic transfer is not made, is late, or we fail to follow your instructions, in each case for reasons outside of our control.

If we do not make the payment, you are still responsible for making that payment.

3.14 Bank drafts

(a) Features and benefits

A draft is a cheque issued by us in foreign currency which is payable at an overseas bank. We can issue drafts immediately on request in all major currencies. Drafts are an economical method of making payment to someone overseas and can be posted safely by airmail.

(b) Risks

If a bank draft is lost or stolen, you should contact us immediately. We will arrange to stop payment and issue a replacement. However, if the cheque has already been paid, you will not be able to obtain a replacement of the draft, or a refund of the amount you have paid for the bank draft.

3.15 Foreign currency cheque deposits

(a) Features and benefits

Subject to our approval, you can lodge foreign currency cheques for credit to Your Account. We will convert the foreign currency amount to Australian dollars. Usually the exchange rate is applied on the day the cheque is credited to Your Account.

Foreign currency cheques usually take 8 weeks to be cleared, but may take longer. You will not have access to the funds represented by the cheque until it is cleared.

(b) Risks

Like all cheques, a foreign currency cheque can be dishonoured.

Because the exchange rate that is applied to the cheque is the rate on the day the cheque is credited to Your Account, the exchange rate may be more or less favourable to you than when you requested the foreign currency cheque, or when you first received the cheque. This means that the cheque may be worth more or less to you at the time of crediting to Your Account than when you received it.

3.16 Foreign currency sales and purchases

(a) Features and benefits

We can buy from you, or sell to you, foreign currency notes (subject to any restrictions imposed by the issuing countries). You can order foreign currency notes from any branch on a pre-paid basis. Orders are subject to currency being available to us. You will need to give us reasonable notice if you want to order foreign currency.

Purchases are subject to certain currency and denomination restrictions.

(b) Risks

(i) Exchange Rate Risk

Different exchange rates apply for buying and selling foreign currency. We calculate both sales and purchases on the rate applying at the time of the sale or purchase.

If you sell foreign currency to us, the exchange rate applying at the time we purchase the currency may be more or less favourable to you than the time at which you purchased the foreign currency. The sale of foreign currency by you may result in a loss to you.

If we sell foreign currency to you, the exchange rate applying at the time you buy the currency may be more or less favourable to you than the time at which you spend the foreign currency. This means that when you spend the foreign currency, it may be worth less to you.

Particular foreign currencies might not be available to purchase at the time you wish to do so.

(ii) Counterfeit Foreign Currency Notes Risk

Should any foreign currency notes purchased from you subsequently be found to be counterfeit you authorise us to:

- (a) Debit your Account with the counterfeit foreign currency value in Australian dollars. The Australian dollars debit amount will be calculated on the selling exchange rate applying at the time of the discovery by us of the counterfeit foreign currency notes, and;
- (b) Provide any counterfeit foreign currency notes to the relevant government agencies and authorities.

You acknowledge that our discovery of any counterfeit foreign currency notes bought from you may result in a loss to you.

3.17 Fees and charges

You can find details of fees and charges applicable to particular Payment Services in *Business Banking Guide to Fees and Charges*.

INFORMATION ABOUT ELECTRONIC ACCESS METHODS

4.1 Authorised Users

In this chapter, a reference to “you” includes all Authorised Users accessing Your Account where the context allows, unless stated otherwise, and “your” has a corresponding meaning.

4.2 Terms and conditions of Electronic Access Methods

You are bound by the terms and conditions relating to the use of an Electronic Access Method when you first use it, and each subsequent use of the Electronic Access Method constitutes acceptance of the terms and conditions then in force.

4.3 Some rules about your Card

These rules apply to all transactions involving the use of a Card and PIN.

(a) Your Card and PIN

Issue of Business Visa Debit Card

Account holders will be required to authorise each cardholder to be issued with either a Full Access Card or a Restricted Access Card. Prior to being issued with a Full Access Card, the cardholder must become a signatory to the account.

The Account holders must ensure that each cardholder is given a copy of these terms and conditions. The first time a cardholder signs a card or authorises a transaction on the account they automatically agree to these terms and conditions.

A Full Access Card provides unlimited access to all features of the account to which the card is linked. A maximum daily limit applies, please refer section 3.4 (c) and 3.7 (c).

A cardholder issued with a Restricted Access Card has limited access to the account to which the card is linked. For example, they can only purchase goods via EFTPOS and cannot withdraw cash via EFTPOS or at an ATM.

By ordering a Business Visa Debit Card, the Account holder agrees to perform a reconciliation of their account transactions using either Internet Banking (if it is established) or the account statement, on at least a monthly basis. Please refer to section 4.9 Visa Debit disputed transactions for information about circumstances in which you may be entitled to dispute a Visa Debit transaction.

You will receive a Card in the branch when you open your Account or in the case of a Visa Debit Card, through the mail within 7 business days of ordering a Card. For Account Access Cards, you are required to acknowledge receipt of the Card by signing an acknowledgement at the branch when the Card is issued. For Visa Debit Cards, sign your Card as soon as you receive it in the mail.

A Card is valid only if it has been signed by you and is used during the validity period shown on the face of the Card. You must destroy any Card that is no longer valid by cutting it diagonally in half. For cards with chips, the chip must also be cut in two.

A PIN will be set at time of issue either at your branch for Account Access Cards, or via a letter mailed to you separately after your Visa Debit Card has been issued. A PIN is a 4 digit number.

At any time the PIN can be changed by going into your branch. You should change your PIN if a record of the PIN has been lost or stolen. You should also report your card lost and/or stolen to BOQ's Contact Centre. Refer to section 4.6 for more details on how to report your card(s) lost or stolen.

Any additional cardholders will receive their Card and PIN separately mailed to the address held by the Bank for delivery.

Section 4.5 provides some guidelines on how to protect your Card and section 4.8 sets out some important information on liability for Unauthorised Transactions.

(b) Using Your Card

You agree that we can debit your Account with all transactions performed using your Card other than as set out in section 4.8.

We may assign any date we consider appropriate to debit or credit your Account (except that, in the case of a debit, the date must not be earlier than the date on which the relevant transaction occurs.)

We credit deposits to your Account as soon as practicable after we receive them. This is not necessarily the same day that you pay.

When you perform a transaction at an ATM or EFTPOS terminal, you authorise us to act on the instructions entered into the terminal. When making purchases using EFTPOS you should ensure that the transaction amount is correct before you accept the transaction. By pressing the "OK" button you indicate your agreement that the transaction is correct.

When you are withdrawing cash at a branch you may be required to provide a second form of identification, such as a passport or driver's licence before we process the withdrawal.

You may also withdraw cash from your Account with your Visa Debit Card at a branch of another financial institution that displays the relevant Card Scheme logo.

In addition, you may withdraw cash from your Account with your Visa Debit Card at any ATM or branch of any bank throughout the world displaying the Card Scheme logo.

A Restricted Access Card can only be used to make a purchase via an EFTPOS terminal. For Restricted Access Cards, access to cash will be unavailable via ATM, EFTPOS or at a branch counter. Restricted Access Cards will only allow point of sale purchase transactions.

If you have a Card for accessing business accounts and a Card for accessing personal Accounts, you should ensure that when you transact on an Account, you are using the correct Card for that Account. We recommend that you select different PINs for each Card.

(i) **At a Merchant**

You can normally use your Card to obtain goods and services at Merchants (such as shops, restaurants and theatres) in Australia and in the case of Visa Debit Cards in most overseas countries, where the Card Scheme logo is displayed.

The fact that the Card Scheme logo is displayed at a Merchant's premises does not mean that we guarantee that all goods and services available there may be obtained by using the Visa Debit Card.

Visa promotional material displayed on any premises cannot be taken as a warranty by the Financial Institution, Merchant or any person carrying on business there that all goods and services available at those premises may be purchased with your Visa Debit Card. In Australia, where the particular Financial Institution, Merchant or other person carrying on business does not accept Visa Cards, they may still allow you to purchase goods or services with your Visa Debit Card if you select the "savings or cheque" button at an EFTPOS terminal.

The price the Merchant charges for goods and services purchased with a Visa Debit Card may vary from the price a Merchant charges for the same goods and services purchase with cash. In addition, a Merchant may charge for EFTPOS transactions.

We have no control over the hours a Merchant may be open for business. The hours during which an EFTPOS terminal will be available may therefore vary in accordance with the Merchant's opening hours.

(ii) **Through telephone, Internet, mail and fax order**

You can use your Visa Debit Card to obtain goods and services by telephone, Internet, mail or fax order where the Merchant accepts that form of payment.

(iii) **All transactions**

We are not responsible for goods or services obtained by using the Visa Debit Card, unless the law makes us liable. If you have a complaint or concern about goods or services purchased with your Visa Debit Card, you must resolve them directly with the Merchant.

(iv) **Authorisation and processing**

If you select the 'credit' button when you use your Visa Debit Card to make EFTPOS purchases or you use the 16 digit Card number to purchase or pay for goods and services, the Merchant or other person involved in the transaction may obtain an authorisation for the transaction before the transaction is made. This authorisation is for the purpose of establishing that there are sufficient funds available in your Account for the transaction. This authorisation may be completed for a transaction that occurs at a later time such as car hire, accommodation and transactions at unmanned terminals (for example, unmanned petrol stations).

Once authorisation is obtained, it will reduce the amount of available funds in your Account. If the purchase or other transaction is not completed, the amount of available funds in your Account may continue to be reduced for up to 8 Business Days after the authorisation is obtained.

For Full Access Cards, you can access funds in your Account at any international ATM where the Card Scheme logo is displayed, by using your Visa Debit Card and PIN. To access funds from your Account at an overseas ATM, select the 'credit' button.

Transaction fees apply for the use of ATMs overseas. If the amount of the transaction is more than your available balance, the transaction may be rejected and no fees will be charged.

Some overseas ATM locations may impose a surcharge when you use their ATM to make a withdrawal. Surcharges will not appear as a separate item on the account statement, but will be included in the total transaction amount shown.

All transactions will be converted into Australian dollars by Visa International in accordance with its rules. Transactions will either be converted directly to Australian dollars or will be first converted from the currency in which the transaction was made to US dollars and then converted to Australian dollars by Visa International.

(c) Transaction limits on Cards

The transaction limits on Cards are set out in sections 3.4(c) and 3.7(c).

The maximum cash withdrawal limits in those sections do not apply when you make a withdrawal over the counter in a branch.

You will be advised of the maximum cash withdrawal limit when the Card is issued, and you will be advised of any subsequent changes we make to that limit.

(d) Vouchers and receipts

When you use your Card, the Merchant or financial institution or any other party you are using the Card with, is obliged to give you a receipt.

You must check the correct amount is entered in an EFTPOS terminal before you authorise the transaction. You must also check that the amount on any receipt received is correct.

You agree that the amount shown on any cash withdrawal receipt or transaction record is sufficient evidence of the cash price of the goods or services or the amount of the withdrawal to which that transaction record relates, unless the contrary is proved.

You should keep all transaction records given to you by Merchants and financial institutions, or issued by ATMS, to help you check statements.

(e) The Card remains our property

The Card remains our property and you agree to return the Card to us on its cancellation or at our request.

(f) Card cancellation

We can cancel your Card and suspend the operation of an Account for any reason at any time, without notifying you beforehand, if (among other things):

- we believe that continued use of the Card may cause a loss to you or us; or
- we reasonably consider that you fraudulently induced us to issue the Card.

Once you are notified of the cancellation, you must not use any cancelled Card. You must destroy your Card by cutting it diagonally in half and returning it to us immediately.

You can contact us to cancel your Card or any additional Card at any time by calling 1300 55 72 72 or 61 7 3336 2200 if you are telephoning from outside Australia, or by destroying the Card by cutting it diagonally in half and returning the to us. A cancellation might not be effective until the Card has been returned to us.

If the Card has been cancelled or the Account closed, you will remain liable for transactions made using the Card prior to or after its cancellation or closure of the Account. Except that you will not be liable for the continuing use of an additional card from the later of:

- (i) the date you request us to cancel the additional Card; and
- (ii) when you have taken all reasonable steps to have the additional Card returned to us.

(g) Card re-issue

We can issue a new Card to you at any time. All re-issued Cards are subject to these terms and conditions. We reserve the right not to re-issue a Card. Fees may apply to the re-issue of Cards. Refer to *Business Banking Guide to Fees and Charges* for details.

4.4 Some rules about Electronic Access Methods

(a) When these rules apply

These rules apply when you use a Card, Identifier or Code to access accounts. Examples of Electronic Access Methods are using a Card and PIN at ATMs, EFTPOS terminals and branch teller terminals. This also includes tap and go Visa Debit payWave transactions where no PIN may be requested for transactions under \$100.

(b) Access to Nominated Accounts

Unless you have notified us that:

- the Card has been misused, lost or stolen or the security of your PIN has been breached, you, the Account holder, agree that we are entitled to allow operations on Nominated Accounts where your Card is used and the correct PIN has been provided; or
- the components of an Electronic Access Method have been misused, lost or stolen or the security of one of your Codes has been breached, you, the Account holder, agree that we are entitled to allow operations on Nominated Accounts where the correct Identifiers and Codes have been provided.

You, the Account holder, acknowledge and accept that we cannot verify by way of signature comparison whether the person accessing Nominated Accounts using the Codes is you or an Authorised User.

(c) Nominating Accounts for Electronic Transactions

You, the Account holder, must specify Nominated Accounts at the time you apply for the Electronic Access Method. You can nominate different accounts for different Electronic Access Methods but you must nominate at least one account for each access method. The accounts that you can nominate for electronic access are set out in section 3.1. You, the Account holder, may make a written application to us to alter the Nominated Accounts at any time. The alteration will be effective on our approval of the request. We will provide written confirmation to you when any alteration is made to the Nominated Accounts.

If you notify us in writing of deletion of an account from the list of Nominated Accounts, we will no longer be entitled to debit or credit that Nominated Account using an Electronic Access Method.

You can only perform transactions on an account that has been nominated for access using the particular Electronic Access Method. Third Party Accounts cannot be registered as Nominated Accounts for Internet Banking. Transfers cannot be made from Premier Investment Accounts.

(d) Availability of the Electronic Access Method

We will use reasonable efforts to ensure that you can access Nominated Accounts using ATMs 24 hours a day, other than during scheduled maintenance and downtime, which we will aim to conduct outside of normal business hours.

We will maintain electronic banking access to Nominated Accounts unless:

- our Electronic Equipment malfunctions or is unavailable;
- at least one of the Account holder's accounts is overdrawn or will become overdrawn without prior arrangement, or is otherwise considered out of order by us;
- we believe that access to the Electronic Access Method may cause loss to you or to us;
- we believe that the security of the Electronic Access Method or our systems has been compromised;
- access is unavailable due to electrical short circuit, power failure, telecommunications failure or fault, industrial dispute, act of God or other causes beyond our control; or
- access is unavailable due to emergency or unscheduled maintenance.

We can, at any time, change:

- the types of accounts that can be operated using an Electronic Access Method;
- the types of transactions you can perform using an Electronic Access Method (we may do this without notice to you if we suspect fraud, illegal activity, breach of law or to protect you or us from additional risk);
- the types of Electronic Equipment that can be used to provide access; and
- the hours during which an Electronic Access Method or any part of it is available.

If, due to a service fault or difficulty with BOQ ATMs or Internet Banking, you do not receive confirmation that the service has received your instructions, you must notify us between 7.00 a.m. and 7.00 p.m. (AEST) Monday to Saturday by telephoning 1300 55 72 72 or 61 7 3336 2200 if you are calling from outside Australia.

(e) Warranties

We do not warrant:

- that the Electronic Access Method will be available at all times, will be uninterrupted or error-free; or
- the quality, accuracy or fitness for any particular purpose of the Electronic Access Method.

(f) Protecting Electronic Access Methods

The security of a Card, PIN, Personal Access Code and Value Authorisation Code is important as anyone who has them may be able to make transactions on Nominated Accounts. You must make every effort to ensure that your Card and Codes are not misused, lost or stolen.

4.5 Protecting Card and PIN

To protect the Card, you must:

- sign it as soon as you receive it;
- carry it with you whenever you can;
- regularly check that you still have it; and
- not give the Card to anyone else, including a family member or friend.

When you select a PIN we suggest that you select a PIN that can be remembered without needing to record it. You must avoid using any number that could be linked to you by other persons such as your date of birth or any alphabetical code which is a recognisable part of your name or the name of the Account holder.

By selecting a PIN which can be linked to your date of birth or alphabetical Code this can make it easier for other people to guess the code and lead to fraudulent activity on your account. You will be liable for any losses if it can be proved you used a Code with these characteristics.'

When you select a PIN, you should test it to ensure that it has been successfully established.

To protect your PIN, you should:

- try to memorise it;
- destroy any letter from us telling you the PIN;
- make sure that nobody watches you entering your PIN at a terminal;
- be ready to make a transaction when you approach a terminal;
- make sure that you do not leave anything behind when you complete a transaction.

You must take special care if you decide to record a memory aid for a PIN. Any record of a PIN must be kept separate from the Card unless it is well disguised.

For example, you must not keep the Card and undisguised PIN together:

- in a wallet, bag or briefcase even if in different compartments;
- in a car even if in different areas of the car;
- in an office or at home in the same room;
- in any other situation where the Card and PIN can be found together and used.

You must not write or indicate the PIN on your Card, even if it is disguised.

4.6 Protecting other Codes

To protect your Codes, you should:

- memorise them;
- destroy our letter telling you your Code;
- not keep a record of your Codes, or if you do make sure it is disguised;
- not keep a record of your Codes together or with any Identifier which can be used to access an Electronic Access Method;
- not keep a record of your Personal Access Code together with the Customer Access Number, or if you do make sure they are reasonably disguised;
- not select a Code that is the same as, or similar to, any other Code you have for any account or access method you have with us. For example, your Value Authorisation Code should be different to your Personal Access Code;

- if you select your own Code, not select a number or word that can easily be associated with you, such as your date of birth, an alphabetical code which is a recognisable part of your name or the Account holder's name, or your marriage date, telephone number, bank account number, driver's licence number and so on;
- make sure that nobody watches you when you are entering or using your Codes at Electronic Equipment;
- make sure that you do not leave anything behind when you complete a transaction;
- check Nominated Account statements regularly and report any Unauthorised Transactions promptly; and
- change your Codes regularly.

4.7 What to do if you think that your security has been compromised

(a) Tell us immediately

You must immediately notify us if the Card or a record of a Code is lost or stolen or you suspect that Unauthorised Transactions have been made on Nominated Accounts.

The best way to make a report is to call BOQ's Contact Centre on 1300 55 72 72 within Australia or 61 7 3336 2200 if you are calling from outside Australia (24 hours a day, 7 days a week).

Alternatively, or if our telephone reporting service is unavailable, you should report the loss, theft or misuse to any branch.

You will need to give us all relevant information so that we can suspend access to Nominated Accounts using that Electronic Access Method. You must confirm in writing any notice given to us by telephone, which will help us to effectively deal with the report. However, a failure to do so will not affect your liability for Unauthorised Transactions.

We will give you an acknowledgment (which may include a notification number) that you should retain as evidence of the date and time of the report. We will be liable for all losses that result from Unauthorised Transactions occurring after you tell us that the Electronic Access Method has been misused, lost or stolen.

If you unreasonably delay in notifying us of the misuse, loss or theft, you, the Account holder, may be liable for all of the actual losses that occur between when you became aware of (or should reasonably have become aware of) the misuse, loss or theft and when you actually notified us.

If you are unable to make a report to us because our facilities are unavailable, you, the Account holder, are not liable for any Unauthorised Transaction that could have been avoided if you were able to tell us. However, you must tell us of the misuse, loss or theft within a reasonable time after our facilities become available again.

(b) Changing Codes

If you notify us of a breach of security of a Code you must not continue to use that Code and must change, or arrange for us to change, that Code as soon as possible to prevent possible loss of funds. You can do this by:

- selecting a new PIN at any branch or requesting cancellation of your Card by calling 1300 55 72 72 or 61 7 3336 2200 if you are calling from outside Australia (24 hours per day, 7 days per week). If you request cancellation of a Card, you may request a replacement Card and establish a new PIN by visiting any of our branches.

If you report that a Card has been lost or stolen we will cancel the Card immediately.

(c) Terminate your access

We can terminate your access to an Electronic Access Method or cancel a Code without notice if there has been a misuse or suspected misuse of the Code or use of the Electronic Access Method in breach of these terms and conditions.

4.8 Liability for authorised transactions

You, the Account holder, will be liable for losses resulting from transactions that are carried out by another person with your or an Authorised User's knowledge and consent.

The liability for losses resulting from unauthorised transactions will be determined by the ePayments code.

4.9 Liability for Unauthorised Transactions

(a) No liability

You, the Account holder, will not be liable for losses that you incur or suffer that:

- are caused by the fraudulent or negligent conduct of our staff or agents or companies involved in networking arrangements or of Merchants or of their agents or employees;
- relate to any forged, faulty, expired or cancelled component or part of an Electronic Access Method (eg a Card or PIN);
- arise before you receive the Card or receive or select a Code, including a replacement or reissued Card or Code;

- result from the same Electronic Transaction being incorrectly debited more than once to the same Nominated Account;
- are incurred on any one day that exceeds any applicable daily transaction limit;
- result from an Unauthorised Transaction that occurs after you have notified us that a Card has been misused, lost or stolen or that the security of any Code has been breached;
- result from an Unauthorised Transaction if it is clear that you have not contributed to the losses; or
- result from an Unauthorised Transaction that can be made using an identifier without a Code. Where a transaction can be made using a Card, but does not require a Code, you will be liable only if you unreasonably delay reporting the loss or theft of the Card.

(b) Limited liability

If a Code was required to perform the transaction and it is not clear whether you contributed to the loss caused by an Unauthorised Transaction, the amount of the Account holder's liability will be limited to the lesser of:

- \$150, or a lower figure determined by the Bank; or
- the balance of the Nominated Account(s) (including any pre-arranged credit) from which value was transferred in the Unauthorised Transaction; or
- the actual loss at the time we are notified of the misuse, loss or theft of the Card or of the Codes becoming known to someone else (excluding that portion of the loss incurred on any one day which exceeds the applicable daily transaction limit).

(c) Liability

If we can prove on the balance of probability that you contributed to the loss arising from the Unauthorised Transaction:

- through your fraud;
- by voluntarily disclosing any of the Codes to anyone including a family member or friend;
- by keeping your PIN on the Card or in a way that it could be lost or stolen with the Card;
- by keeping a record of the Codes on any articles, without making a reasonable attempt to disguise them, in a way that they could be lost or stolen together;
- by leaving a Card in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM;

- by selecting a Code which represents your birth date, or an alphabetical code which is a recognisable part of your name or the Account name, after we have asked you not to select such a Code and told you of the consequences of doing so; or
- by otherwise acting with extreme carelessness in failing to protect the Codes,
- losses incurred due to your failure to protect a Code for one or more (but not all) of the required Codes. However, you will only be liable if BOQ can prove that on the balance of probability that your failure to protect the Code was more than 50% responsible for the losses, when assessed together with all the contributing causes,

you, the Account holder, will be liable for the actual losses that result from an Unauthorised Transaction which occur before we are notified of the breach of the Electronic Access Method, except for:

- that portion of the losses incurred on any one day which exceed the daily transaction limit applicable to the Nominated Account(s) or the relevant Electronic Access Method;
- that portion of the losses incurred in a period which exceeds any other periodic transaction limit applicable to that period;
- that portion of the losses incurred on any Nominated Account which exceeds the balance of that Nominated Account (including any pre-arranged credit); or
- losses incurred on any accounts which the Account holder and we had agreed could not be accessed using the relevant Electronic Access Method.

(d) Liability for unreasonably delaying notification

If we can prove that you contributed to a loss caused by an Unauthorised Transaction by unreasonably delaying notification of:

- the misuse, loss or theft of your Card; or
- a breach of the security of your Code,

you, the Account holder, will be liable for the actual losses which occur between the time when you became aware (or should reasonably have become aware) of the breach and when we were actually notified, except for:

- that portion of the losses incurred on any one day which exceed the daily transaction limit applicable to the Nominated Account(s) or the relevant Electronic Access Method;
- that portion of the losses incurred in a period which exceeds any other periodic transaction limit applicable to that period;

- that portion of the losses incurred on any Nominated Account which exceeds the balance of that Nominated Account (including any pre-arranged credit); or
- losses incurred on any Nominated Accounts which the Account holder and we had agreed could not be accessed using the relevant Electronic Access Method.

(e) Liability caused by equipment malfunction

We are not liable for any consequential and indirect loss, expense or damage, which may arise where there is a malfunction of our Electronic Equipment and you should have been aware that the system or equipment was unavailable for use or malfunctioning.

We are responsible to you for any loss caused by a failure of our Electronic Equipment to complete a transaction accepted by that Electronic Equipment in accordance with your instructions.

However, if you were aware, or should have been aware, that our Electronic Equipment was unavailable for use or malfunctioning, our responsibility will be limited to correcting errors in the Nominated Account and refunding any charges or fees imposed as a result.

We will not be responsible if the Electronic Equipment does not accept your instructions or the Card fails to work in the terminal.

4.10 Limitation on our liability

We are not liable for:

- any loss, expense or damage arising out of the inaccuracy of instructions given by you to us;
- any losses caused by the failure of our equipment where our system or equipment had not accepted your instructions;
- any loss suffered as a result of the unavailability of, or loss of access to, any Electronic Access Method (except as provided under the e-Payments code);

We are not liable for the refusal of any Merchant to accept an Electronic Transaction and, to the extent permitted by law, are not responsible for the goods and services supplied by a Merchant. Any complaints concerning the purchase of goods and services must first be directed to the Merchant.

To the maximum extent permitted by law, we will not be liable to you for any loss, expense or damage, including lost time, money, goodwill and profits, damage to or loss of data, which may arise from the use, operation, maintenance or failed use of the Electronic Access Method or which may arise from delays, defects, errors, omissions or interruptions in the Electronic Access Method.

GENERAL TERMS AND CONDITIONS

5.1 Changes to terms and conditions of Banking Services

We can change the terms and conditions that apply to Your Account, the way you access Your Account, or any other Banking Services we provide. We can also add new products or stop existing products at any time.

We can change, among other things, interest rates, fees and charges, and the way we calculate interest or repayments. We can add new fees and charges at any time. If we have notified you that the interest rate on Your Account will be fixed for a particular period, we will not change the rate during that period.

We will tell you of changes to these terms and conditions in accordance with the law and any code to which we subscribe.

We will let you know of changes in writing if we:

- introduce a new fee or charge;
- vary the minimum balance to which an account keeping fee applies;
- vary the balance ranges to which an interest rate applies;
- change the way interest is calculated, charged, or paid to Your Account; or
- increase your liability for losses relating to Electronic Transactions.

Other changes may also occur, such as:

- changes in government fees or charges; or
- variations in existing fees or interest rates.

We will notify you of these changes or any other change to the Banking Services we provide to you by writing to you, placing a notice in a major daily newspaper, placing a notice on or with statements of account or other material we send to you, placing information on our Internet Banking sign-in page (where the change relates to Internet Banking) or placing a notice on our ATMs (where the change relates to ATM access or functionality).

If we are required to notify you in writing of any changes, we will send the notice to the last mailing address recorded by us. We may not be able to notify you in writing where you cannot reasonably be located.

For joint Accounts, we will only send one notice to the last mailing address.

If you have agreed to us doing so, we can notify you of any changes by e-mail, or by posting the information on our website. If the information is posted on our website, we will tell you promptly of that fact by sending a message to your e-mail address. If you have agreed to us contacting you in this way, you can revoke your agreement at any time by advising us that you no longer wish to be contacted electronically. You can also update your e-mail address as set out in section 6.4. If you elect to receive notices by e-mail, you cannot receive paper copies of those notices from us. If you do not check your e-mail regularly, you might not be aware of a change to Your Account until after the change has become effective.

Even if you have not agreed to us notifying you of changes electronically, if a change to these terms and conditions is not materially adverse to you, we may update this document by posting a notice of the change on our website. A paper copy of any updated information will be given to you without charge on request. We may also issue an addendum with new information. The current terms and conditions and any addenda will be available in paper form from any BOQ or Business Banking Centre and in electronic form from the BOQ website at boq.com.au.

If there are enough changes to these terms and conditions to warrant doing so, we will consolidate them in a single publication.

5.2 If you get into financial difficulty

We strongly advise you to tell us immediately if you are in financial difficulty. We will try to help you, provided that any action we take would be fair and reasonable in the interests of you, our other customers and shareholders.

5.3 Maintaining security

You and your Authorised Users must safeguard all mechanisms used to access Your Account against loss, theft or misuse, including Cards, cheques, transaction record books, PINs, Personal Access Codes and Value Authorisation Codes.

You and your Authorised Users must tell us as soon as possible if any payment instrument or Account access mechanism is lost, stolen or misused.

5.4 Covering us for loss

You agree that if we suffer any loss because of:

- the use or misuse of an Account;
- the use or misuse of any payment instrument or Account access mechanism used with Your Account; or
- any breach of the terms and conditions in this booklet,

by you or anyone authorised by you to use Your Account, you will pay us the amount of that loss on demand, including all legal costs on a full indemnity basis, even after Your Account is closed. This indemnity does not apply to the extent of the loss resulting from our gross negligence, wilful default or fraud.

5.5 Customer integrity

We believe that you will deal with us honestly and in good faith. If we suffer loss because you do not deal with us honestly or in good faith, we will take steps to recover that loss. We must do that in the interests of our other customers and shareholders. In some cases, we will take those steps without notice.

GENERAL INFORMATION

6.1 Code of Banking Practice

As part of our commitment to customer service, we have adopted the Code of Banking Practice (COBP). This is a self-regulatory code which aims to foster good relations between banks and customers, and to promote good banking practice.

The COBP applies to Banking Services provided to customers who are "individuals" or "small businesses" as defined in it.

We will comply with the COBP, where it applies to the Banking Services we provide to you.

The COBP requires us to provide you with certain information. You will find this information in this booklet. In particular, you will find information regarding:

- account opening procedures;
- our obligations regarding the confidentiality of your information;
- complaints;
- bank cheques;
- what to do when you are in financial difficulty; and
- the importance of you reading the terms and conditions applying to the Banking Services we provide to you.

6.2 ePayments code

We will comply with the ePayments code which regulates consumer electronic payment transactions, including ATM, EFTPOS and credit card transactions, online payments, internet and mobile banking, and BPAY.

6.3 Anti-money laundering

We can delay, block or refuse to make a payment if we believe on reasonable grounds that making a payment may breach any law in Australia or any other country, and we will incur no liability to you, if we do so.

You must provide all information to us which we reasonably require to comply with any laws in Australia or any other country. We can disclose information which you provide to us where required by any laws in Australia or any other country.

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 agreement.

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

6.4 If you have a problem or dispute

(a) Our Service Commitment

At BOQ we are committed to providing our customers with innovative banking solutions and the best possible customer service experience.

We know that despite our best efforts, occasionally things may go wrong. If that happens we want you to tell us. Resolution of complaints is a priority to us as it gives us the opportunity to improve our service.

(b) How to contact us

There are a number of ways to contact us:

- (i) Contact your local branch manager or business banking manager. Our managers are always willing to listen to your suggestions about our products and services and they will do their best to address any concerns immediately.
- (ii) Our Customer Contact Centre can be contacted on 1300 55 72 72 from 7.00 a.m. to 7.00 p.m. (AEST), Monday to Saturday.
- (iii) Contact our Customer Relations Department via:

E-mail	customer.relations@boq.com.au
Telephone:	(1800) 663 080
Fax:	(07) 3212 3286
Mail:	Customer Relations Reply Paid 2258 Brisbane QLD 4001

(c) How will your complaint be handled?

If we cannot solve your problem on the spot, we will let you know within 48 hours who is handling your complaint and how long it is likely to take for it to be resolved.

We aim to resolve all complaints within 5 Bank Business Days. If this is not possible we will keep you informed on our progress.

Please note we comply with the e-Payments code complaint investigation and resolution procedures in connection with Electronic Transactions to which the ePayment code applies.

If your complaint cannot be resolved promptly, BOQ Customer Relations Department will take responsibility and work with you to resolve the matter.

(d) What to do if you feel your complaint has not been resolved

If you remain dissatisfied with the outcome and you would like an independent review of the complaint and the result, you can refer your complaint to:

Financial Ombudsman Service (FOS)
GPO Box 3
Melbourne VIC 3001
Telephone: 1300 780 808
Fax: (03) 9613 7345
Internet: www.fos.org.au

The Australian Securities & Investments Commission (ASIC) also has an information line: 1300 300 630. You can use this number to make a complaint and obtain further information about your rights.

For further information on solving problems and disputes please ask at any branch for our “We would like to know” brochure.

6.5 Changing details

If your personal or business address or any other details change, you must let us know as soon as possible. Many details can be changed simply by calling our Customer Contact Centre on 1300 55 72 72 from 7.00 a.m. to 7.00 p.m. (AEST), Monday to Saturday or by visiting your local branch or Business Banking Centre.

If you want to change the signatories on Your Account, you must visit one of our branches.

6.6 Contacting you

From time to time we will contact you or send you information about products and services that we think you might be interested in.

Please tell us if you do not wish to receive this information.

6.7 Privacy and confidentiality

You can ask us for a copy of our Privacy Policy at any time. Our Privacy Policy sets out how we deal with any personal information that we hold about you.

The “Privacy Notification and Consent Form” received when Accounts are opened provides you with more information about how we use personal information.

6.8 The relationship between banker and customer

The relationship between a bank and its customer (including the relationship between you and us) has been defined by a number of court cases. Set out below are some of the terms which are implied into any contract between a bank and its customer.

You should be aware that the specific terms and conditions applying to our banking services (as defined in the COBP) may alter these implied terms, and may add new or additional terms. The terms that apply to Your Account with us are set out in this booklet, *Business Banking Guide to Fees and Charges*, the *Loan Schedule* and *General Conditions* and *Electronic Banking Terms and Conditions* (if applicable).

Terms implied into the contract between banker and customer

Following are some of the terms that are implied into the contract between a bank and its customer in addition to those in the contract for Your Account, unless the terms and conditions of the particular Account state otherwise:

(i) **Our duties:**

- Opening accounts – we owe a duty of care to you in opening accounts to make proper enquiries to ensure accurate identification of you and verification of account details.
- Duty of secrecy – we have a duty of secrecy to you with respect to the transactions which go through Your Account. However, this duty is not absolute and is subject to certain qualifications. For example, we may disclose information where you have expressly or impliedly consented or as required by law.
- Financial advice – we must exercise care and skill when providing financial advice to you as part of, or incident to, the banking services we offer.
- Safe custody – if we accept your items for safe custody, we owe a duty to return them to you at the end of the safe custody period.
- Bankers' opinions or references – we have a duty to exercise reasonable care and skill in providing a reference on your credit worthiness to another bank.
- Conform with your mandate – due to the debtor/creditor nature of your relationship with us, we are bound to conform strictly with your mandate which may be issued in the form of a cheque or some other written order including a passbook or withdrawal slip. Unless otherwise agreed, we are specifically obliged to repay an amount on demand at the branch where the account is located.
- Question a valid mandate – while we are subject to the primary duty to repay on demand an amount due to you, this is conditional upon our duty to question a request for payment. We will do this in circumstances which raise a serious or real possibility that fraud is being committed on the Account.

- Issuing correct statements – we are under a duty to keep accurate accounts. This duty is subject to our entitlement to reverse errors which you know or should have known existed (although you are not under an express duty to read statements and discover and report forgeries).
- Appropriating payments into accounts – we can allocate a payment at our discretion unless you have clearly asked the payment to be used for a special purpose or a particular account.

(ii) **Your duties:**

- Clear instructions – your instructions on payment of funds must be clear.
- Minimising the risk of forgery – you must exercise reasonable care in making out cheques so that we are not misled and forgery is not facilitated. You must notify us of any forgeries (including Unauthorised Transactions) known to you. You generally do not have a duty to inspect statements to discover forgeries, although you are generally obliged to read account statements and notify us of any entries which you believe are unauthorised.
- Care of methods of accessing Your Account – if you are given a cheque book, you must take care of it. If you access Your Account electronically, you are likely to have specific obligations relating to the security of any equipment (such as Cards) or security codes (such as a PIN).

(iii) **Payment and collection of cheques:**

- Duty to pay cheques – we have a primary duty to pay cheques drawn by you in legal form on the branch where the cheque account is maintained. This duty is subject to certain pre-conditions such as:
 - the cheque must be presented in banking hours; and
 - there must be sufficient funds and no legal bar to payment.
- We must ensure that the right amount is paid to the right person without delay unless the cheque is stopped under authority from you.
- Wrongful dishonour – we may be liable to you for breach of contract or defamation if we wrongfully dishonour a cheque (for example, where the account balance is not properly added up or an overdraft facility is opened).

DEFINITIONS

Account means a Loan Account or a Finance Facility.

Any One to Operate Account is an Account where each signatory can transact under the Account independent of the other signatories and without restriction.

ATM means an automated teller machine owned by us or somebody else (as the context requires).

ATM Operator is an organisation, that owns, leases or operates an ATM other than a BOQ ATM.

ATM Operator Fee is a fee charged by the ATM Operator as disclosed on the ATM screen at a point in the transaction which allows the cardholder to opt-out of the transaction without incurring any charge. The ATM Operator Fee includes Balance Enquiries.

Balance Enquiries is a non-BOQ Balance Enquiry being a request for an account balance conducted through a non-BOQ ATM.

Bank Business Day is any day on which BOQ is open for business.

Banking Services means those Accounts and Payment Services described in this document

Beneficial Owner means the individual or individuals who ultimately owns or controls (directly or indirectly) a customer.

Control includes control as a result of, or by means of, trusts, agreements, arrangements, understandings and practices, whether or not having legal or equitable force and whether or not based on legal or equitable rights, and includes exercising control through the capacity to determine decisions about financial and operating policies; and

Owns means ownership (either directly or indirectly) or 25% or more of a person.

BOQ ATM means a BOQ branded ATM and includes an ATM belonging to the rediATM network. BOQ is a participant in the rediATM network.

BSB is a code which identifies the bank and branch at which an account is held. BSB stands for Bank/State/Branch. For example, BSB 124-001 is BOQ (12) located in Queensland (4), being branch number 001.

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

Card is any card issued to you by us which can be used to operate Nominated Accounts using Electronic Equipment. Cards can only be issued to signatories on Any One to Operate Accounts.

Code is a PIN or any similar information which may be required in order to access Nominated Accounts and which you are required to keep secret.

EFTPOS means an electronic funds transfer service available at point of sale.

Electronic Access Method is a method that you or Authorised Users use to instruct us to debit or credit a Nominated Account through Electronic Equipment, and which requires the use of a Card, Identifiers, Codes or combinations of these. It does not include a method that requires a voucher, receipt or other document to be signed.

Electronic Equipment is an electronic terminal, computer, television, telephone or similar equipment and includes our branch teller terminals, our ATMs, ATMs of other financial institutions EFTPOS terminals and any other authorised electronic terminal or device connected to our electronic banking system from time to time.

Electronic Transaction is a transfer of funds initiated by an instruction you or an Authorised User gives through Electronic Equipment using an Electronic Access Method to debit or credit a Nominated Account and includes, for example:

- withdrawing cash from an account from an ATM or BOQ branch teller terminal using your Card and PIN;
- purchasing goods or services from a Merchant by using your Card and PIN at an EFTPOS terminal;
- purchasing goods or services from a Merchant by providing account details to a Merchant (or to any other party to whom payment is to be made), either directly or via a third party, over the phone or Internet;

ePayments code is the ePayments code published by the Australian Securities and Investment Commission.

Finance Facility means our Commercial Hire Purchase, Commercial Lease, Cashflow Finance Facility, Guarantee Facility and Aggregate Trade Facility.

Identifier is information that you or an Authorised User provides through Electronic Equipment to access Nominated Accounts and which is not required to be kept secret (for example, account numbers or Customer Access Numbers).

Internet Banking is our Internet banking service which enables you or an Authorised User, having entered in security details, to effect transactions on Nominated Accounts using the Internet. For terms and conditions applying to Internet Banking, refer to Electronic Banking Terms and Conditions.

Loan Account means our Business Overdraft, Business Term Loan, Business Line of Credit, Company Housing Loan, Commercial Bill Facility, Commercial Rate Facility and Commercial Rate Loan.

Merchant is a provider of goods or services who allows you or an Authorised User to pay for goods or services by performing an Electronic Transaction.

Payment Service includes any of the services described in chapter 3.

PIN is your personal identification number that is used in conjunction with your Card to enable you to access Nominated Accounts and perform Electronic Transactions using Electronic Equipment.

Third Party Account is any account (including credit card accounts) with us that are not Nominated Accounts.

Third Party BOQ credit card is a credit card account with us that is not in the Account holder's name.

Transaction Account means Everyday Business Account, Business Cheque Account (no longer for sale), Business Management Account, Business Investment Account and Trust Accounts.

Trust Account means our QLD Solicitor Trust Account, QLD PAMD Trust Account, QLD Special Trust Account, NSW Solicitor Trust Account, NSW Agents Trust Account, ACT Solicitor Trust Account, ACT Agents Trust Account, VIC Solicitor Trust Account, VIC Agents Trust Account, NT Agents Trust Account, WA Solicitor Trust Account, WA Settlement Trust

Account, WA REBA Trust Account, WA Tenancy Bond Account, SA Agents Trust Account, SA Solicitor Trust Account, TAS Agents Trust Account and TAS Solicitor Trust Account as defined in Business Transaction and Investment Accounts Terms and Conditions.

we, our and **us** are each a reference to Bank of Queensland Limited ABN 32 009 656 740, its successors and assigns, and any of its officers, agents, staff and authorised representatives acting on its authority.

you means the Account holder, and also includes an Authorised User where the context allows.

Your Account/s means the Accounts of the Account holder/s.

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1300 55 72 72
boq.com.au

Issuer:

Bank of Queensland Limited ABN 32 009 656 740
AFSL No. 244616, Australian Credit Licence no. 244616

The logo for Bank of Queensland (BOQ) is located in the bottom right corner. It consists of the letters "BOQ" in a bold, white, sans-serif font, set against a black square background that is partially cut off by the right edge of the page.

BOQ