

# Deposit accounts for business customers

Terms and Conditions.



Effective as at 18 March 2024



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### This document contains information on the following deposit accounts for business customers:

- Westpac Business One (Formerly Westpac Business One – Flexi)
- Westpac Business One Plus (Formerly Westpac Business One – Low Plan)
- Westpac Business One – Negotiator Plan
- Westpac Business Cash Reserve
- Westpac Business Premium Cash Reserve
- Westpac Business One (Controlled Money and Trust Accounts) (Formerly Business One – Flexi (Controlled Money and Trust Accounts))
- Westpac Community Solutions One
- Westpac Community Solutions Cash Reserve
- Statutory Trust Account
- Project Trust Account and Retention Trust Account

## Your bank

The advisory services and the banking products you'll find in this document are provided to you by:

Westpac Banking Corporation ABN 33 007 457 141  
AFSL and Australian credit licence 233714  
275 Kent Street, Sydney NSW 2000

We encourage you to read this document. Keep it handy so you can refer to it when you have questions.

## Introduction

This document sets out the Terms and Conditions of your account. These terms are legally binding on you in your dealings with us.

Read these Terms and Conditions before using your account. Usage of the account is deemed acceptance of the Terms and Conditions.

The information in it is subject to change. We will provide updated information by giving you notice (if this were required, such as if the change were materially adverse to you) or by posting the information on our website. You can get a paper copy of any updated information without charge by contacting us.

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## Business transaction accounts

### Summary of features and benefits.

Features	Westpac Business One	Westpac Business One Plus	Westpac Business One – Negotiator Plan <sup>1</sup>
<b>Most suitable if you need:</b>	An integrated business product designed to meet your cash flow requirements. Mainly transact electronically.	An integrated business product designed to meet your cash flow requirements. Mainly transact electronically and also have staff assisted needs.	An integrated business product designed to meet all your cash flow requirements. The negotiator plan has certain qualifying criteria and is only available to relationship managed customers.
<b>Who is eligible to open this account?</b>	Business Customers only.	Business Customers only.	Business Customers only who are relationship managed.
<b>Will my company/business earn interest?</b>	X No interest is paid on this account.	X No interest is paid on this account.	✓ Interest rates are available on application.
<b>How often is interest paid?</b>	Not applicable.	Not applicable.	Monthly.
<b>Will my company get a regular statement?</b>	✓	✓	✓
<b>Can my company/business make Periodical Payments from this account?</b>	✓	✓	✓
<b>Is there an overdraft/loan facility available? (subject to approval)</b>	✓ Must be over 18 years of age.	✓ Must be over 18 years of age.	✓ Must be over 18 years of age.

Refer to the next page for footnote references.

Features	Westpac Business One	Westpac Business One Plus	Westpac Business One – Negotiator Plan <sup>1</sup>
<b>Is cheque access available?</b>	✓ Must be over 18 years of age.	✓ Must be over 18 years of age.	✓ Must be over 18 years of age.
<b>Can my company/business pay bills using BPAY®?</b>	✓	✓	✓
<b>Is Westpac Business Debit Mastercard access available on my account?</b>	✓	✓	✓

1. Eligibility criteria apply to this plan. Please contact your relationship manager for more details on eligibility criteria. The Bank reserves the right, with at least 30 days' prior written notice, to change the account to another business account if you are not meeting the eligibility criteria.

## Summary of fees and charges.

Fees	Westpac Business One	Westpac Business One Plus	Westpac Business One – Negotiator Plan
<b>Monthly Plan Fee</b>	\$0.00	\$10.00	\$0.00
<b>Number of free transactions per month</b>	Nil	25	Nil
<b>Transaction Fees (charge per transaction when the number of free transactions per month is exceeded)</b>			
<b>Cheques Written</b>	\$3.00	\$3.00	Price on application
<b>Cheques Collected/Deposited</b> A deposit to an account with two cheques will count as three transactions, one for the deposit (depending on the channel used) and one for each cheque lodged because each item requires individual processing.	\$3.00	\$3.00	Price on application
<b>Staff-assisted withdrawal</b> The branch staff-assisted electronic fee is not applicable if your business account does not have card access.	\$3.00	\$3.00	Price on application
<b>Staff-assisted deposit<sup>1</sup></b>	\$3.00	\$3.00	Price on application
<b>Narrated Credits</b> Narrated credits are branch transactions using a serial number encoded deposit slip designed to allow you to identify the deposit from the serial number used.	\$3.00	\$3.00	Price on application

Refer to page 13 for footnote references.

Fees	Westpac Business One	Westpac Business One Plus	Westpac Business One – Negotiator Plan
<b>Transaction Fees continued (charge per transaction not included in the free transactions per month)</b>			
<b>Self-service (electronic) Withdrawals</b>	\$0.00	\$0.00	Price on application
<b>Self-service (electronic) Deposits<sup>1</sup></b>	\$0.00	\$0.00	Price on application
<b>Periodical Payments (separate fees apply for Periodical Payments made by Bank cheque and International Periodical Payments)<sup>2</sup></b>	\$0.00	\$0.00	Price on application
<b>Foreign Transaction Fee</b> The Foreign Transaction fee is payable and will be incorporated into the AUD transaction amount shown on your statement.	The fee charged will either be: <ul style="list-style-type: none"> <li>• 3% of the AUD transaction amount where a transaction is made in a foreign currency and the merchant or financial institution accepting the card is located outside of Australia (comprising of 2% Westpac Processing Fee plus 1% Westpac On-Charged Scheme Fee); or</li> <li>• 2.2% of the AUD transaction amount where a transaction is made in foreign currency and the merchant or financial institution accepting the card is located in Australia (comprising of 2% Westpac Processing Fee plus a Westpac On-Charged Scheme Fee of 0.2%).</li> </ul>		

Refer to page 13 for footnote references.

Fees	Westpac Business One	Westpac Business One Plus	Westpac Business One – Negotiator Plan
<b>Account Enquiries</b>			
<b>Group Telephone Banking<sup>3</sup></b>	Nil	Nil	Nil
<b>Online Banking</b>	Account enquiries are free when you use Online Banking.	Account enquiries are free when you use Online Banking.	Account enquiries are free when you use Online Banking.

1. When using an ATM, a staff-assisted deposit fee or self-service (electronic) deposit fee may apply.
2. The separate fees for Periodical Payments made by Bank cheque and International Periodical Payments are not included in your number of free transactions per month. See 'Other Bank Charges' on page 30.
3. Account enquiries include balance enquiries and obtaining the details of a deposit or withdrawal.

# Business savings and investments accounts

## Summary of features and benefits.

Features	Westpac Business Cash Reserve	Westpac Business Premium Cash Reserve
<b>Most suitable if you need:</b>	An online savings account designed for those who wish to earn a higher rate of interest on their investments having convenient access to funds via Telephone Banking or Online Banking.	An online savings account designed for those who wish to earn a higher rate of interest on their investments having convenient access to funds via Telephone Banking or Online Banking. The Business Premium Cash Reserve has certain qualifying criteria.
<b>Who is eligible to open this account?</b>	Business Customers who hold another Westpac Business transaction account(s) in the same name(s) as the Business Cash Reserve.	Business Customers who hold another Westpac Business transaction account(s) in the same name(s) as the Business Premium Cash Reserve account.
<b>Will my company/business earn interest?</b>	✓ Tiered interest is paid on certain balances.	✓ Tiered interest is paid on certain balances.
<b>How often is interest paid?</b>	Monthly.	Monthly.
<b>Will my company get a regular statement?</b>	✓ Choice of 3 or 6 monthly statements.	✓ Choice of 3 or 6 monthly statements.
<b>Can my company/business make Periodical Payments from this account?</b>	X	X
<b>Is there an overdraft/loan facility available? (subject to approval)</b>	X	X

Features	Westpac Business Cash Reserve	Westpac Business Premium Cash Reserve
<b>Is cheque access available?</b>	X	X
<b>Can my company/business pay bills using BPAY?</b>	X	X
<b>Is Westpac Business Debit Mastercard access available on my account?</b>	X	X



## Summary of fees and charges.

Fees	Westpac Business Cash Reserve	Westpac Business Premium Cash Reserve
<b>Account-Keeping Fee</b>	Nil	Nil
<b>Number of free transactions per month</b>	Unlimited transfers between other Westpac Business accounts held by customer in the same name(s) as the Westpac Business Cash Reserve account using Online Banking or automated Group Telephone Banking only.	Unlimited transfers between other Westpac Business accounts held by customer in the same name(s) as the Westpac Business Premium Cash Reserve account, using Online Banking or automated Group Telephone Banking only.
<b>Transaction Fees</b>		
<b>Self-service (electronic) Withdrawals</b>	Nil for withdrawals from the account to a Westpac Business account held in the same name(s) as the account. Otherwise, such withdrawal will incur \$5.00 fee per withdrawal.	Nil for withdrawals from the account to a Westpac Business account held in the same name(s) as the account. Otherwise, such withdrawal will incur \$5.00 fee per withdrawal.
<b>Self-service (electronic) Deposits<sup>1</sup></b>	Nil	Nil
<b>Cheques Written</b>	Not applicable	Not applicable
<b>Cheques Collected/ Deposited</b> A deposit to an account with two cheques will count as three transactions, one for the deposit (which is charged as a branch transaction) and one for each cheque lodged because each item requires individual processing.	\$2.50	\$2.50
<b>Staff-assisted withdrawal</b> The branch staff-assisted electronic fee is not applicable if your business account does not have card access.	These transactions are not available, however if they occur, a \$5.00 fee will be charged for each transaction.	These transactions are not available, however if they occur, a \$5.00 fee will be charged for each transaction.

Fees	Westpac Business Cash Reserve	Westpac Business Premium Cash Reserve
<b>Transaction Fees continued</b>		
<b>Staff-assisted deposit<sup>1</sup></b>	\$2.50	\$2.50
<b>Narrated Credits</b> Narrated credits are branch transactions using a serial number encoded deposit slip designed to allow you to identify the deposit from the serial number used.	These transactions are not available, however if they occur, a \$2.50 fee will be charged for each transaction.	These transactions are not available, however if they occur, a \$2.50 fee will be charged for each transaction.
<b>Periodical Payments (additional fees apply for Periodical Payments made by Bank cheque and International Periodical Payments)<sup>2</sup></b>	Not applicable. These transactions are not available, however if they occur, a \$5.00 fee will be charged for each transaction.	Not applicable. These channels are not available, however if these transactions occur for each transaction a \$5.00 fee will be incurred.
<b>Foreign Transaction Fee</b> The Foreign Transaction fee is payable and will be incorporated into the AUD transaction amount shown on your statement.	Not applicable	Not applicable
<b>Account Enquiries</b>		
<b>Group Telephone Banking<sup>3</sup></b>	Nil	Nil
<b>Online Banking</b>	Account enquiries are always free when you use Online Banking.	Account enquiries are always free when you use Online Banking.

1. When using an ATM, a staff-assisted deposit fee or self-service (electronic) deposit fee may apply.
2. For more details on these additional fees see 'Other Bank Charges' on page 30.
3. Account enquiries include balance enquiries and obtaining the details of a deposit or withdrawal.

# Business specialised accounts

## Summary of features and benefits.

Features	Westpac Business One (Controlled Money and Trust Accounts <sup>1,2</sup> )
<b>Who is this for?</b>	For businesses (such as Solicitors, Real Estate Agents, Conveyancers and Landlords) that require a specific type of account to hold trust money (such as controlled money and security deposits) on behalf of their clients in order to fulfil their legal obligations.
<b>Who is eligible to open this account?</b>	This account is only available to: <ul style="list-style-type: none"> <li>members of professional associations required by law to deposit funds held on behalf of their clients in a trust account with a financial institution; or</li> <li>landlords required by law to hold security deposit on behalf of their tenants in an interest-bearing account.</li> </ul> <p>Approval of applications is at the discretion of the Bank.</p>
<b>Will my company/business earn interest?</b>	✓ Interest earned will be paid to the account.
<b>How often is interest paid?</b>	Monthly
<b>Will my company get a regular statement?</b>	✓
<b>Can my company/business make Periodical Payments from this account?</b>	Controlled Money and Trust Accounts must only be operated in accordance with relevant regulatory requirements.
<b>Is there an overdraft/loan facility available? (subject to approval)</b>	
<b>Is cheque access available?</b>	
<b>Can my company/business pay bills using BPAY?</b>	
<b>Is Westpac Business Debit Mastercard access available on my account?</b>	
<b>Can this account be registered with an ELNO?</b>	

1. Eligibility criteria apply to this product. Please contact your relationship manager for more details on eligibility criteria.

2. Allowable transaction methods may vary between States/Territories and account types.

Features	Statutory Trust Account	Project Trust Account and Retention Trust Account
<b>Who is this for?</b>	For businesses who are required by law to deposit funds held on behalf of their clients into a trust account with a financial institution, including: <ul style="list-style-type: none"> <li>Motor Dealers in Western Australia who sell motor vehicles by consignment<sup>1,3</sup>;</li> <li>Real Estate Agents (all states) and Collection Agents (QLD)<sup>1,2,3</sup>;</li> <li>Solicitors<sup>1,3</sup>; and</li> <li>Conveyancers (all states) and Settlement Agents (WA)<sup>1,2,3</sup>.</li> </ul> <p>In Victoria this includes Conveyancers Controlled Money Accounts.</p>	For individuals and businesses who are required by the BIF Act to hold monies secured by a Project Trust or Retention Trust in a trust account with a financial institution, including: <ul style="list-style-type: none"> <li>Contracting Party</li> <li>Contracted Party</li> <li>Subcontractor.</li> </ul>
<b>Who is eligible to open this account?</b>	This account is only available to members of professional associations who are required by law to deposit funds held on behalf of their clients to a trust account with a financial institution. Approval of applications is at the discretion of the Bank.	This account is only available to customers who need to hold money on trust with an approved financial institution for a Project Trust or Retention Trust, as required by the BIF Act for the duration of the relevant building project. Approval of applications is at the discretion of the Bank.  For a Retention Trust Account, the customer must also have completed the retention trust training required by the BIF Act.
<b>Will my company/business earn interest?</b>	X	Yes. The interest rate for a Project Trust Account (PTA) or Retention Trust Account (RTA) is variable. The Bank can vary the interest rate for each of a PTA or RTA after reasonable notice to you.
<b>How often is interest paid?</b>	N/A	Monthly

Refer to the next page for footnote references.

Features	Statutory Trust Account	Project Trust Account and Retention Trust Account
Will my company get a regular statement?	✓	✓
Can my company/business make Periodical Payments from this account?	✓	✓ Periodical Payments cannot be made by Cheque or Bank cheque
Is there an overdraft/loan facility available? (subject to approval)	X	X
Is cheque access available?	✓ Must be over 18 years of age.	X
Can my company/business pay bills using BPAY?	✓	✓
Is Westpac Business Debit Mastercard access available on my account?	X	X
Can this account be registered with an ELNO?	X Motor Dealers (WA), Real Estate Agents (all states) and Collections Agents (QLD)  ✓ Solicitors and Conveyancers (all states) and Settlement Agents (WA)	X

- All features and benefits of Statutory Trust Accounts will be subject to the legal requirements of the specific laws regulating bank accounts maintained by real estate agents, legal practitioners, conveyancers, and other Government regulated agents. You must make sure that a feature or benefit is permitted by the legislation to be used on the Account and satisfy any pre-conditions. To the extent of inconsistency between these terms and conditions and the applicable laws, the applicable laws shall prevail to the extent permitted by law.
- If you are a conveyancer with a real estate agents statutory trust account, see summary of features and benefits for Statutory Trust – Conveyancers (all states) and Settlement Agents (WA).
- Allowable transaction methods may vary between States/Territories and account types.

## Summary of fees and charges.

Fees	Westpac Business One (Controlled Money and Trust Accounts) <sup>3</sup>	Statutory Trust Account <sup>3</sup>	Project Trust Account and Retention Trust Account
Account-Keeping Fee	Nil	Nil	Nil
Number of free transactions per month	Nil	30	Nil
<b>Transaction Fees (charge per transaction when the number of free transactions per month is exceeded)</b>			
Self-service (electronic) Withdrawals	Nil	\$0.20 (where applicable)	Nil
Self-service (electronic) Deposits <sup>1</sup>	Nil	\$0.20	Nil
Cheques Written	Nil	\$0.60	Not applicable
Cheques Collected/ Deposited A deposit to an account with two cheques will count as three transactions, one for the deposit (which is charged as a branch transaction) and one for each cheque lodged because each item requires individual processing.	Nil	\$0.60	Not applicable
Staff-assisted withdrawal The branch staff-assisted electronic fee is not applicable if your business account does not have card access.	Nil	\$1.00	\$3.00

Refer to page 24 for footnote references.

Fees	Westpac Business One (Controlled Money and Trust Accounts) <sup>3</sup>	Statutory Trust Account <sup>3</sup>	Project Trust Account and Retention Trust Account
<b>Transaction Fees continued (charge per transaction when the number of free transactions per month is exceeded)</b>			
<b>Staff-assisted deposit<sup>1</sup></b>	Nil	\$1.00	\$3.00
<b>Narrated Credits</b> Narrated credits are branch transactions using a serial number encoded deposit slip designed to allow you to identify the deposit from the serial number used.	Nil	\$1.00	Not applicable
<b>Transaction Fees (charge per transaction not included in the free transactions per month)</b>			
<b>Periodical Payments (additional fees apply for Periodical Payments made by Bank cheque and International Periodical Payments)<sup>2</sup></b>	Nil	\$0.20 (where applicable)	Nil

Refer to page 24 for footnote references.

Fees	Westpac Business One (Controlled Money and Trust Accounts) <sup>3</sup>	Statutory Trust Account <sup>3</sup>	Project Trust Account and Retention Trust Account
<b>Transaction Fees continued (charge per transaction not included in the free transactions per month)</b>			
<b>Foreign Transaction Fee</b> The Foreign Transaction fee is payable and will be incorporated into the AUD transaction amount shown on your statement.	The fee charged will either be: <ul style="list-style-type: none"> <li>• 3% of the AUD transaction amount where a transaction is made in a foreign currency and the merchant or financial institution accepting the card is located outside of Australia (comprising of 2% Westpac Processing Fee plus 1% Westpac On-Charged Scheme Fee); or</li> <li>• 2.2% of the AUD transaction amount where a transaction is made in foreign currency and the merchant or financial institution accepting the card is located in Australia (comprising of 2% Westpac Processing Fee plus a Westpac On-Charged Scheme Fee of 0.2%).</li> </ul>	Not applicable	Not applicable

Refer to page 24 for footnote references.

Fees	Westpac Business One (Controlled Money and Trust Accounts) <sup>3</sup>	Statutory Trust Account <sup>3</sup>	Project Trust Account and Retention Trust Account
<b>Account Enquiries</b>			
<b>Group Telephone Banking<sup>4</sup></b>	Nil	Nil	Nil
<b>Online Banking</b>	Account enquiries are always free when you use Online Banking.	Account enquiries are always free when you use Online Banking.	Account enquiries are always free when you use Online Banking.

1. When using an ATM, a staff-assisted deposit fee or self-service (electronic) deposit fee may apply.
2. For more details on these additional fees see 'Other Bank Charges' on page 30.
3. Allowable transaction methods may vary between States/Territories and account types.
4. Account enquiries include balance enquiries and obtaining the details of a deposit or withdrawal.

## Community Solutions accounts

### Summary of features and benefits.

Features	Westpac Community Solutions One <sup>1</sup>	Westpac Community Solutions Cash Reserve
<b>Most suitable if you need:</b>	An everyday transaction account for non-profit organisations.	An online savings account designed for those who wish to earn a higher rate of interest on their investments having convenient access to funds via Telephone Banking or Online Banking.
<b>Who is eligible to open this account?<sup>2</sup></b>	Non-profit organisations only. Approval of application is at the discretion of the Bank.	Community Customers who hold another Westpac Community Solutions transaction account(s) in the same name(s) as the Community Solutions Cash Reserve account. Approval of application is at the discretion of the Bank.
<b>Will my company/business earn interest?</b>	✓ Tiered interest is paid on certain balances.	✓ Tiered interest is paid on certain balances.
<b>How often is interest paid?</b>	Monthly.	Monthly.
<b>Will my company get a regular statement?</b>	✓	✓ Choice of 3 or 6 monthly statements.
<b>Can my company/business make Periodical Payments from this account?</b>	✓	X
<b>Is there an overdraft/loan facility available? (subject to approval)</b>	X	X

Refer to the next page for footnote references.

Features	Westpac Community Solutions One <sup>1</sup>	Westpac Community Solutions Cash Reserve
Is cheque access available?	✓ Must be over 18 years of age.	X
Can my company/business pay bills using BPAY?	✓	X
Is Westpac Business Debit Mastercard access available on my account?	✓	X

1. The Bank reserves the right, with at least 30 days' prior written notice, to change the account to a Westpac Business One Plus if it considers that the account is being used for profit-making purposes.
2. The Bank may, at any time, exercise its discretion to not approve an application and/or proceed with opening of a Community Solutions account where any documentation provided is incomplete and/or not to the Bank's reasonable satisfaction.

## Summary of fees and charges.

Fees	Westpac Community Solutions One	Westpac Community Solutions Cash Reserve
Account-Keeping Fee	Nil	Nil
Number of free transactions per month	Nil	Unlimited transfers between other Westpac Business accounts held by customer in the same name(s) as the Westpac Community Solutions Cash Reserve account, using Online Banking or automated Group Telephone Banking only.

### Transaction Fees (charge per transaction when the number of free transactions per month is exceeded)

Self-service (electronic) Withdrawals (excluding Periodical Payments)	Nil	Nil for withdrawals from the account to a Westpac Business account held in the same name(s) as the account. Otherwise, such withdrawal will incur \$5.00 fee per withdrawal.
Self-service (electronic) Deposits <sup>1</sup>	Nil	Nil
Cheques Written	Nil	These transactions are not available, however if they occur, a \$5.00 fee will be charged for each transaction.
Cheques Collected/ Deposited	Nil	Nil
Staff-assisted withdrawal	Nil	These transactions are not available, however if they occur, a \$5.00 fee will be charged for each transaction.
Staff-assisted deposit <sup>1</sup>	Nil	Nil

Refer to page 29 for footnote references.

Fees	Westpac Community Solutions One	Westpac Community Solutions Cash Reserve
<b>Transaction Fees continued (charge per transaction when the number of free transactions per month is exceeded)</b>		
<b>Narrated Credits</b> Narrated credits are branch transactions using a serial number encoded deposit slip designed to allow you to identify the deposit from the serial number used.	Nil	If these transactions occur for each transaction a \$2.50 fee will be incurred.
<b>Periodical Payments (additional fees apply for Periodical Payments made by Bank cheque and International Periodical Payments)<sup>2</sup></b>	Nil	A \$5.00 fee will be incurred for each transaction.
<b>Transaction Fees (charge per transaction not included in the free transactions per month)</b>		
<b>Foreign Transaction Fee</b> The Foreign Transaction fee is payable and will be incorporated into the AUD transaction amount shown on your statement.	The fee charged will either be: <ul style="list-style-type: none"> <li>• 3% of the AUD transaction amount where a transaction is made in a foreign currency and the merchant or financial institution accepting the card is located outside of Australia (comprising of 2% Westpac Processing Fee plus 1% Westpac On-Charged Scheme Fee); or</li> <li>• 2.2% of the AUD transaction amount where a transaction is made in foreign currency and the merchant or financial institution accepting the card is located in Australia (comprising of 2% Westpac Processing Fee plus a Westpac On-Charged Scheme Fee of 0.2%).</li> </ul>	Not applicable

Fees	Westpac Community Solutions One	Westpac Community Solutions Cash Reserve
<b>Account Enquiries</b>		
<b>Group Telephone Banking<sup>3</sup></b>	Nil	Nil
<b>Online Banking</b>	Account enquiries are always free when you use Online Banking.	Account enquiries are always free when you use Online Banking.

1. When using an ATM, a staff-assisted deposit fee or self-service (electronic) deposit fee may apply.
2. For more details on these additional fees, see 'Other Bank Charges' on page 30.
3. Account enquiries include balance enquiries and obtaining the details of a deposit or withdrawal.

## Other Bank Charges

Transaction Type**	Fee
<p><b>Periodical Payments (per payment)</b></p> <ul style="list-style-type: none"> <li>From an eligible Westpac branded account to another account at an Australian financial institution (including Westpac and non-Westpac accounts).</li> <li>From an eligible Westpac branded account to an account at an overseas financial institution via Overseas Telegraphic Transfer.</li> <li>By Bank cheque</li> </ul> <p><b>Note:</b> Excess transaction fees may apply where you exceed any monthly free transaction allowance that applies to your account. See the 'Summary of Fees and Charges' section that applies to your account.</p>	<p>Please refer to the 'Summary of fees and charges' table that applies to your account for Transaction Fees that may be payable.</p> <p>Please refer to the section in this table under 'Overseas Telegraphic Transfer (Outward)' for the applicable fees for international periodical payments.</p> <p>Please refer to the section in this table under 'Bank cheque' for the applicable fees for periodical payments made via Bank cheque.</p>
<p><b>Overdrawing your accounts</b></p> <ul style="list-style-type: none"> <li>Overdrawn fee</li> </ul>	\$15.00 per occurrence
<p><b>Where we dishonour/reject a payment</b></p> <ul style="list-style-type: none"> <li>Dishonour of cheques you have written, Direct debits or Periodical Payments not made (Outward Dishonour).</li> <li>Dishonour of Cheques Written by someone else and deposited to your account (Inward Dishonour).</li> </ul>	<p>Nil</p> <p>Nil</p>
<p><b>Stopping a business cheque payment</b></p> <ul style="list-style-type: none"> <li>Lost or stolen cheque book where cheques are not signed.</li> <li>All other cheques (such as those you have signed but have decided to stop).</li> </ul>	<p>Nil</p> <p>\$12.00 per cheque</p>

Refer to page 32 for footnote references.

Transaction Type**	Fee
<p><b>Bank cheques</b></p> <ul style="list-style-type: none"> <li>Bank cheque</li> <li>Bank cheque Online</li> <li>Refunding a Bank cheque no longer required - original presented</li> <li>Refunding/Replacing a Bank cheque - original lost, stolen or destroyed.</li> </ul> <p><b>Note:</b> Excess transaction fees may apply where you exceed any number of free transactions per month that applies to your account. See the 'Summary of Fees and Charges' section that applies to your account.</p>	<p>\$10.00</p> <p>Nil</p> <p>Nil</p> <p>Nil</p>
<p><b>Deposit books</b></p> <ul style="list-style-type: none"> <li>Standard deposit book</li> <li>Duplicate deposit book</li> <li>Triplicate deposit book</li> </ul>	<p>Nil</p> <p>Nil</p> <p>Nil</p>
<p><b>Trancode 60/61 Deposit Books</b></p> <ul style="list-style-type: none"> <li>Book of 25 forms</li> <li>Book of 50 forms</li> <li>Book of 100 forms</li> <li>ABS Summary Slips</li> </ul>	<p>\$2.00 per book</p> <p>\$4.00 per book</p> <p>\$8.00 per book</p> <p>\$8.00 per book</p>
<p><b>Mail credits</b></p> <ul style="list-style-type: none"> <li>Mail credits</li> </ul>	<p>Nil if a deposit slip is included in the envelope with the deposit.</p> <p>\$2.00 if a deposit slip is not included.</p> <p>No fee is charged for deposits to Retirement Saver, loans or credit card accounts held with the Bank.</p>
<p><b>Statements</b></p> <ul style="list-style-type: none"> <li>Original account statement</li> <li>Additional copies of your current statement</li> <li>Duplicate statement</li> <li>Online Banking statement summary</li> <li>Group Telephone Banking statement summary</li> </ul>	<p>Nil</p> <p>Nil</p> <p>Nil</p> <p>Nil</p> <p>Nil per mail request</p>
<p><b>Historical account information</b></p> <ul style="list-style-type: none"> <li>Voucher retrieval</li> <li>Tracing</li> </ul>	<p>Nil</p> <p>Nil</p>



Transaction Type**	Fee
<b>Telegraphic Transfers</b>	
<b>You can send a payment in Australian Dollars or foreign currency to any account by:</b>	
<b>Local Telegraphic Transfer</b> Any branch or bank within Australia. Funds are normally available on the same day if request is received before 4pm.	\$30.00
<b>Overseas Telegraphic Transfer (Outward)</b> Any overseas branch or bank. Funds are normally available within 1-3 Business days.	\$32.00 per transfer via branch*. Nil per transfer in foreign currency via Online Banking and \$10.00 per transfer in foreign currency via Corporate Online#. \$20.00 per transfer in Australian Dollars via online#. \$25.00 when you ask us to advise you of the outcome of the transfer*. \$25.00 when you ask us to amend the transfer instructions*. \$25.00 when you ask us to cancel the transfer and/or return the funds*.
<b>Overseas Telegraphic Transfer (Inward)</b> All inward payments from overseas and locally.	\$12.00 credit to Westpac account*. \$22.00 paid by Bank cheque or cash*. \$24.00 where you instruct us to credit to an account at another Australian financial institution in AUD*. \$50.00 all disbursements in foreign currency*.

\* These fees are payable for banking services that are not related to your account. They are current as at the effective date on the front of this document but are subject to change without notice. Contact us for more information about our fees for other banking services.

\*\* Excess transaction fees may apply where you exceed any monthly withdrawal allowance that applies to your account. See the terms and conditions that apply to your account.

# These fees are not included as part of any monthly withdrawal allowance. Excess transaction fees may apply where you exceed any monthly withdrawal allowance that applies to your account. See the Fees and Charges table that applies to your account.

## Explanation of our fees and charges

### 1. When do fees get charged to my account?

For all accounts, Bank account fees are debited on the first Business day of each calendar month or upon account closure. The fees relate to account activity for the previous month.

Other fees will be charged to your account on the day that the service is provided, or the next Business day. See the 'ATMs' section for information on fees that may apply for transactions carried out at ATMs.

Information on current standard fees and charges is also available on request.

If you would like interest, fees and charges to be applied (e.g. redirected) to another eligible Westpac deposit account or make any changes, please visit one of our branches or call us on 132 142.

#### Statutory Trust Accounts.

Fees and charges relating to a Statutory Trust Account are not debited to the Statutory Trust Account. You must nominate another Business transaction account with us in the same name as the Statutory Trust Account from which fees and charges for the Statutory Trust Account will be debited. Where we cannot use this nominated account, or if no account is nominated, we will nominate one of your accounts for you and debit the fees and charges to that account.

#### Project Trust Account and Retention Trust Account.

Fees and charges relating to a Project Trust Account or Retention Trust Account are not debited to the Project Trust Account or Retention Trust Account (as applicable). You must nominate another Business transaction or deposit account with us which is owned by the trustee for the Project Trust Account or Retention Trust Account (as applicable) from which the fees and charges will be debited. Where we cannot use this nominated account, or if no account is nominated, we will nominate an account(s) for you and debit the fees and charges to that account.

### 2. If we don't charge a fee.

The Bank may elect not to charge a fee, which it is otherwise entitled to charge, under the terms and conditions of the account. Any failure by the Bank to charge a fee shall not constitute a waiver of that fee or the right to charge that fee.

### 3. Account-Keeping Fee/Monthly Plan Fee.

The Account-Keeping Fee or Monthly Plan Fee is charged once in each calendar month and is debited from your account on the first day of the following month.

### 4. Transaction Fees.

Transaction fees are fees for certain customer initiated transactions performed on your account and are charged in different ways depending on the particular type of account.

#### 4.1 Where there is a monthly free transaction allowance.

For accounts where there is a monthly free transaction allowance:

- In the case of a transaction that counts towards your monthly free transaction allowance, the relevant transaction fee is charged only once you have used all of your monthly free transaction allowance.
- In the case of transactions that are not included in your monthly free transaction allowance, transaction fees accrue on each occasion the relevant transaction is processed.

Once the monthly free transaction allowance on your account has been used (where applicable), each subsequent transaction for which there is a specified fee will incur that fee. To avoid paying relevant transaction fees in excess of your Account-Keeping Fee/Monthly Plan Fee, ensure the monthly total of those fees does not exceed your monthly free transaction allowance.

The free transaction allowance applies per calendar month. Should there be an 'unused' portion of the free transaction allowance at the end of a month, it is not carried over or added to the following month's free transaction allowance. The free transaction allowance of a month towards which a transaction counts depends on when we process the transaction. This means that a transaction made towards the end of a month may be processed in the following month in which case it will count towards the following month's free transaction allowance.

#### 4.2 Debiting of transaction fees.

Transaction fees are calculated based on the order they appear on your statement and are debited from your account on the first day of the following month or upon account closure for account activity for the previous month. See the 'ATMs' section for more information on fees that may apply for transactions carried out at ATMs.

### 5. How does the Bank charge these excess transactions?

#### 5.1 Westpac Business One Plus.

**Monthly Plan Fee.** The Monthly Plan Fee includes a certain number of free transactions per month. Unused free transactions are not transferable.

**Excess Transaction Fees.** Once you have used up your free transactions per month excess transaction fees apply for each and every subsequent transaction.

**Excess Transaction Fee sequencing.** The free transactions limit applicable for the Plan you have chosen is used up by transactions in the order in which you conduct them. Where you conduct multiple transactions on the same day or we cannot determine the sequence of transactions, the transactions with the highest fees will be included in your remaining free transaction limit first. Excess transaction fees will then apply to any transaction over the free transaction limit in the month. This is in addition to the Monthly Plan Fee.

In some instances, you may not utilise all of the free transactions and hence no excess transaction fee is paid by you. If you do not utilise all of your free transactions, the remainder is forfeited (it is not carried over to the next month).

**Other Fees and Charges.** Please be aware that the free transactions only include certain transactions that relate to the transaction account. Other fees and charges are still applicable. These fees and charges are separate to the transaction account fees and they will not be included in the free transaction limit. These charges are listed as separate items on your statement.

Such fees and charges include but are not limited to:

- Overdrawn Fee;
- Merchant facility fees;
- Online Banking fees;
- Corporate Online fees;
- Banking services fees, such as for purchasing Bank cheques.

#### 5.2 Other Business Accounts.

Excess transaction fees are only charged if total transactions for the calendar month exceed the number of free transactions for the account.

The free transaction limit is calculated on total transactions counting electronic transactions first, followed by cheque and then branch transactions. For example, if a customer makes 50 transactions in a month – 5 branch, 35 cheque and 10 electronic, and the account offers 16 free transactions, the free transactions would be 10 electronic and 6 cheque transactions.

Bank account fees and government transaction taxes and duties are not counted in the free transaction limit.

### 5.3 Periodical Payments.

The terms and conditions specifically relating to Periodical Payments can be found in the Periodical Payments – Terms and Conditions for using the service, available at any branch or at [westpac.com.au](http://westpac.com.au) Please refer to the 'Summary of fees and charges' table that applies to your account for Transaction Fees that may be payable. However, when a Periodical Payment is made by Bank cheque, or International telegraphic transfer or Bank draft an additional fee will apply for each transaction. See 'Other Bank Charges' on page 30.

### 5.4 Government transaction taxes and duties on your account.

Your deposit accounts are also subject to government taxes and duties, which will vary from State to State. Special government taxes and duties may apply in different regions around Australia. For example, the Norfolk Island Financial Institutions Levy, which is a levy of 1% of the value of deposits and applies to a range of Westpac products and transactions.

### 5.5 When are government transactions taxes and duties debited to my accounts?

Government transaction taxes and duties are debited to your account on the first Business day of each calendar month or upon account closure. Government taxes and duties cannot be paid in cash or deducted from another account.

## A guide to using your accounts

### 6. Opening your accounts.

Generally, you can open an account through your relationship manager, at a branch, via Telephone Banking or Online Banking.

A Statutory Trust Account, Project Trust Account, or Retention Trust Account can only be opened through your relationship manager or at a branch.

#### 6.1 What we need from you.

To open any new Westpac business account(s) we'll need several important details from you. Depending on the legal nature of your business (company, trustee, partnership etc) you will be required to provide certain documents and information to the Bank.

#### 6.2 If this is your first account with us.

Under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* it is a requirement that the Account holder and all signatories to the account must be identified. So if you're opening an account for the first time this applies to you. It also applies to any Cardholder/signatory who is not an existing customer.

The identification requirements can be met by completing a *Westpac Customer Identification Procedure* which involves providing identity documentation to the Bank. For information on documents required under Westpac's *Customer Identification Standards* please contact any branch or refer to our website [westpac.com.au/amf](http://westpac.com.au/amf)

If you or any signatories opening an account do not meet our identification requirements, we will not be able to open the product until you and all relevant individuals are identified according to our requirements. Additionally, if you or any signatory to an existing product have not satisfied our identification requirements at any time, we may be required to limit the services we provide to you (which may include imposing a block on your product or closing it) until all identification requirements are completed.

If you are an existing customer, an Account signatory (or any other Cardholder) identification requirements may have previously been satisfied so you don't need to provide it again, unless you are asked to do so by us.

#### 6.3 Acceptance of Terms and Conditions.

Usage of the account is deemed acceptance of the Terms and Conditions.

## 7. Providing us with your company or business Tax File Number.

Each time you open an account that earns interest, you'll be asked if you wish to provide your company or business Tax File Number or your Australian Business Number. That's because under Federal law, accounts earning interest are subject to *A New Tax System (Pay As You Go) Act 1999*.

You can provide your company or business Tax File Number when you open the account or at any other time. An Australian Business Number may be provided as an alternative to your Tax File Number.

For joint accounts, a minimum of two Tax File Numbers or Australian Business Numbers (one each) from the Account holders are required.

For accounts held in trust (including a Project Trust Account or Retention Trust Account), you can quote your company or business Tax File Number. If, on the other hand, a formal trust has been established, you can quote the trust's Tax File Number.

### 7.1 What happens if I don't provide my Tax File Number?

Providing us with your company or business Tax File Number is advisable but not compulsory. However, if you choose not to provide it, we are required to deduct withholding tax at the highest marginal tax rate – plus the Medicare Levy, when you earn interest income of \$120 or more a year pro rata. Any type of bank account or investment that pays interest, dividends or unit trust distributions is affected by this legislation.

### 7.2 When don't I need to provide a Tax File Number?

If you fall into one of the following categories you can claim an exemption from quoting your company or business Tax File Number, and withholding tax will not be deducted. You will need to tell us the type of exemption you are claiming. Those eligible include:

- business customers opening special accounts where the income earned does not accrue to the Person named as the Account holder;
- religious and voluntary organisations;
- government bodies and local authorities.

## 8. Opening a joint account.

You may open an account to be held as a joint account. The credit balance of an account held in joint names is held jointly by all Account holders, which means each Account holder has the right to all funds in the account.

The joint Account holders must all sign an authority telling us how the account can be operated. The authorised method of operation can be 'jointly' (two or more signatories must act together) or 'severally' (signatories may act individually). The joint Account holders can change this arrangement at any time simply by signing a new or amending the existing account authority. Any Account holder of

a joint account can request us to change the method of operation on the account to require all Account holders to operate together. If you ask for an account to be operated jointly, some account features may not be available (for example, card access).

If we are made aware of any dispute on a joint account, we may require all Account holders to sign to authorise any operation on an account.

It's important to understand what each Account holder's responsibilities are prior to undertaking any financial commitment jointly.

Always consider that:

- the liability of joint Account holders on an account is joint and several, so if one (or more) of the joint Account holders overdraws the account, each joint Account holder may be liable for payment of all or any part of the amount overdrawn;
- when an account is held in joint names and one Account holder dies, we may treat the credit balance in the account as owing to the surviving Account holder(s);
- when an Account is held in joint names and an Account holder is a company which becomes deregistered;
  - any remaining Account holder(s) will become wholly responsible for any outstanding debit balance;
  - we may treat the credit balance in the account as owing to the other Account holder(s);
  - we may notify you on at least 30 days' prior notice, that we intend to convert the account to another business account with us in the name(s) of the surviving Account holder(s), transfer the balance of the joint account to this account, and close the original joint account. Fees and charges may apply on the other account. If you do not agree to the conversion to the other account, we must receive 7 days' prior notice of your intention to close the account and where to pay the remaining balance. If you do not provide us notice you will be deemed to have consented to the conversion of your account as outlined; and
- if all Account holder(s) are deregistered, we will freeze the account and take actions in accordance with clause 18.2.

## 9. Opening an account held in trust.

We can open trust accounts on request for a variety of situations that include:

- where an individual, partnership/firm, or company is required by law to conduct a trust account, e.g. solicitor or real estate agent or for construction contracts;
- for Trustees under a bankruptcy or liquidation order;
- for Trustees under a deed of family arrangement.

## 10. Giving a Person the authority to use your account.

The Account holder can authorise another Person to operate their account(s) by completing a Notice of Authority. The Notice of Authority sets out the things that an authorised Person can do in respect of the account. For joint accounts, each joint Account holder must sign the authority.

The Account holder(s) or third party may cancel the authority to operate at any time by visiting any branch, however the Account holder(s) will be liable for:

- any transactions made prior to the authority being cancelled, regardless of when the transactions are debited to the account(s);
- any future dated payments, cheques, authority debits, Periodical Payments, bill payments, drafts, bills of exchange, or promissory notes established by the third party prior to the cancellation of the authority.

For a Project Trust Account or Retention Trust Account:

- You must authorise at least one Person to operate the Project Trust Account or Retention Trust Account.
- Only the Account holder can authorise another Person to operate the Project Trust Account or Retention Trust Account.
- For a Retention Trust Account you must only authorise a Person who has completed the retention trust training required by the BIF Act.

In certain circumstances, acting reasonably, we may remove the authority to operate of anyone authorised to operate your account and/or your authority to operate any account due to unsatisfactory conduct (including that of the authorised signatory) or if we believe allowing the authority to remain on the account may cause loss to the Account holder or us.

We may, acting reasonably, cancel the authority of anyone authorised to operate an account at any time if it reasonably believes that there may be a dispute relating to the account, authority to operate the account, or the provision of the product or service, or a third party claim is made known to us.

Westpac may issue an additional Westpac Debit Mastercard to any person nominated by the Account holder, provided that each person is over the age of 18 years. The Account holder is responsible to Westpac for the use by a third party cardholder of their Debit Mastercard.

By authorising an Account signatory, the Account holder also authorises the Account signatory to act on their behalf to make a replacement request for an existing card (relating to the account which the Account signatory is authorised to operate) that is lost, damaged or stolen or for specific purpose card replacements (e.g. accessibility reasons) only.

A third party will not be able to:

- open new accounts;
- alter the Account holder's details on the account;
- add or delete any other third party on the account to which they have access.

Please note the following points regarding cheque books and statements:

- any cheque books issued on the account (where available) will bear the name of the Account holder(s);
- cheque books will be mailed to the Account holder(s) mailing address unless alternative arrangements are made by the Account holder;
- cheque books and statements cannot be sent to a branch for collection, unless in exceptional circumstances;
- all transactions will appear on the account statement, however the statement narrative will not identify the initiator of the transaction.

The Account holder will be liable for any transactions made by the third party and any associated fees and charges.

For Project Trust Account or Retention Trust Account:

- You must not permit anyone other than the Account holder or authorised Person to provide payment instructions to the Bank.
- The Bank is not required to comply with any payment instruction received from any other Person (other than the Account holder or authorised Person).
- The Bank is not liable for and you will release the Bank from and indemnify the Bank against any reasonable loss or damage the Bank may suffer due to any claim, demand or action of any kind brought against the Bank (but excluding to the extent due to the Bank or the Bank's agent's fraud, willful misconduct or negligence) arising directly or indirectly in relation to any payment instruction given by any Person other than the account owner or authorised Person.

## 11. Registering an account with an ELNO.

### 11.1 General.

Subject to the terms and conditions in this document and any documentation agreed between the firm and the specified Electronic Lodgment Network Operator (ELNO) and the payment to the ELNO of any applicable fees, a firm of solicitors or conveyancers which registers its Westpac Statutory Trust Account with the ELNO has the ability to give instructions to Westpac through the ELNO's system for funds required for a property settlement to be automatically withdrawn from the account (ELNO Withdrawals).

Westpac has appointed the ELNO as its agent for the limited purpose of receiving instructions for ELNO Withdrawals. The ELNO is not Westpac's agent for any other purpose.

Contact the ELNO for information on becoming an ELNO subscriber and registering your Westpac Statutory Trust Account with the ELNO.

### 11.2 The ELNO's system for users and signers.

The ELNO allows subscribers to appoint users and signers who can be given different levels of authority within the ELNO system. Not all of a subscriber's users need to be appointed as Persons who may authorise the ELNO Withdrawals (ELNO Withdrawal Authorisers). Contact the ELNO for details of the different levels of authority within the ELNO system and how you can manage your users and signers.

The records maintained by the ELNO of the Persons appointed as users and signers are completely separate from the records maintained by Westpac of the authorised signatories for Westpac accounts.

### **11.3 Who can be an ELNO Withdrawal Authoriser.**

When you register your account with an ELNO or subsequently you can appoint one or two Persons as ELNO Withdrawal Authorisers, but those Persons first need to be recorded by Westpac as authorised signatories for the account and properly identified by Westpac in accordance with our standard procedures. However, you do not need to nominate all authorised signatories for the account as ELNO Withdrawal Authorisers.

If you attempt to appoint as an ELNO Withdrawal Authoriser a Person who is not recorded by Westpac as an authorised signatory for the account, the ELNO Withdrawal Authoriser appointment will be rejected.

### **11.4 ELNO Withdrawals and Notice of Authority.**

When you register your account with an ELNO or subsequently, you can specify whether one or two ELNO Withdrawal Authorisers needs to authorise an ELNO Withdrawal. What you specify for this is completely separate from any Notice of Authority you have given or give Westpac in relation to other types of transactions on your account. When you give Westpac a new Notice of Authority changing the requirements for other types of transactions, you will need to separately notify the ELNO if you want to make a corresponding change for the ELNO Withdrawals.

### **11.5 No transaction limits for ELNO Withdrawals.**

Any transaction limits which may apply for other types of transaction on your account do not apply to ELNO Withdrawals.

### **11.6 Removing authorised signatories and ELNO Withdrawal Authorisers.**

Removing a Person as an authorised signatory of an account does not automatically result in their removal as an ELNO Withdrawal Authoriser. Where you also wish to remove the Person as an ELNO Withdrawal Authoriser, you must do this separately through the ELNO in accordance with the ELNO's procedures.

If you remove a Person as an authorised signatory, but fail to remove a Person as an ELNO Withdrawal Authoriser, they will retain their ability to authorise ELNO Withdrawals through the ELNO system.

You agree that where the ELNO Withdrawal Authorisers have been appointed by you in accordance with the ELNO's procedures and have not subsequently been removed as required by this clause, Westpac can rely on instructions authorised through the ELNO system by the ELNO Withdrawal Authorisers in processing ELNO Withdrawals, even where that Person has been removed as an authorised signatory.

### **11.7 Westpac's discretion regarding ELNO Withdrawal Authorisers.**

Westpac may, at its discretion, request the ELNO to remove or suspend a Person as an ELNO Withdrawal Authoriser.

### **11.8 Stopping an ELNO Withdrawal.**

Once an ELNO Withdrawal has been approved through the ELNO system, it may be possible to withdraw the approval through the ELNO system in certain circumstances, but it is not possible to stop the ELNO Withdrawal by any other means. Contact the ELNO for details on the cancellation of the ELNO Withdrawals.

### **11.9 Inconsistency with other provisions.**

In the event of any inconsistency, this clause 11 takes priority of any other terms and conditions in this document in relation to Westpac Statutory Trust Accounts registered with the ELNO and ELNO Withdrawals.

## **12. Current account information and account statements.**

### **12.1 Statements.**

You can get up-to-date information on your account. A statement will be provided to you at least every six months, unless we are unable, after taking reasonable steps, to locate you.

The Bank may change your statement cycle to either quarterly or six monthly if your account is inactive for 3 months or more.

If there are no transactions posted to your account in a statement period (and the account balance is zero in the case of accounts with overdrafts arrangements), your statement will be deferred to the next statement cycle. However, you will always be sent a statement at least every 6 months.

You may ask to change your statement frequency at any time.

The statement is designed to clearly show the transactions you've made, how often and how much they cost. This is called the 'Original' account statement.

Remember, statements are an important part of your banking and finances in general. Please be advised that:

- all entries on statements should be checked carefully and any apparent or possible unauthorised transaction promptly reported to the Bank (if you do have an enquiry regarding an entry on your statement refer to 'What to do if you have a problem or dispute' in this document);
- you should retain transaction records or transaction record numbers to confirm against items appearing on the statement of your account;
- it will assist any claim you may need to make regarding any lack of authority, including forgery, or any other discrepancy if you notify us, within three months of receiving your statement of account, if there is any cheque noted on your statement which we have paid but you did not authorise, or if any other amount(s) has been debited to your account without your authority.

Some transactions may not appear on the statement you receive because the statement may have been issued before the transaction was processed. These are called 'unstatemented' transactions and you can find up-to-date details about them by using Group Telephone Banking or Online Banking, or from any branch.

As a method of providing you with a statement, we may make an electronic statement available. A notification email message will be sent to your nominated email address advising you when your electronic statement is available to be viewed using our Online Banking service. You must be registered for Online Banking and have supplied us with a valid email address in order to receive electronic statements. Customers registered with the Corporate Online service are able to view the last 12 months statements online via Corporate Online.

Despite the above the Bank makes no representation as to the accuracy or currency of any account statement to satisfy any obligations you have under any law or regulation. Any reliance on the account statement is at the risk of the entity relying on the statement. If you are required to keep your own account records under any law or regulation, the account statement must not be used to satisfy your obligations to keep records. The Bank is not liable for and you will release the Bank from and indemnify the Bank against any reasonable loss or damage the Bank may suffer due to any claim, demand or action of any kind brought against the Bank (but excluding to the extent due to our or our agent's fraud, wilful misconduct or negligence) arising directly or indirectly because of your reliance on an account statement to satisfy any obligations you have under any law or regulation.

## 12.2 Additional Statement Copies.

If you need additional copies of your statement (including historical statements) or would like access to information on your transactions, the ways to obtain these are summarised in the following table.

How to find out about the transactions which have occurred on your account		
Option	What is it	Number of transactions available
<b>Original account statement</b>	The electronic statement on your accounts that is either made available to you regularly via Online Banking and/or Westpac Corporate Online, or the paper statement that is mailed to you if you have chosen paper statement.	All transactions since your last statement.
<b>Additional copies</b>	If you receive paper statements and want extra copies of your original account statement mailed to you or to a nominated Person, we can do this but you need to let us know prior to your original statement being issued (posted to you).	One statement page has approximately 36 transactions on it.
<b>Duplicate statement</b>	If you require an extra copy and your original statement has already been issued, we can order a duplicate statement for you. Note, duplicate statements are not issued within five working days of the original statement date.	One statement page has approximately 36 transactions on it.
<b>Online Banking statement summary</b>	A list of transactions which you can see and print out from <a href="http://westpac.com.au/business">westpac.com.au/business</a>	Details of your last 100 statemented and unstatemented transactions plus the last 7 years statements.

## How to find out about the transactions which have occurred on your account

Option	What is it	Number of transactions available
<b>Corporate Online statement summary</b>	A list of transactions which you can see and print out from <a href="http://online.corp.westpac.com.au">online.corp.westpac.com.au</a>	Details of your transactions for the last 100 historical calendar days plus the last 12 months statements.
<b>Group Telephone Banking statement summary</b>	A list of transactions available for mail delivery through self-service Group Telephone Banking. In addition you can listen to a list of recent transactions via self-service for free or via staff-assistance.	All transactions since your last statement.
<b>Voucher retrieval</b>	If you want us to physically locate a paper copy of a withdrawal slip, cheque or deposit slip that you have previously given us we can also do this. We will need to search through all the vouchers for the day concerned to identify your specific voucher.  This service is available by calling us, at any branch or via Corporate Online. <sup>1</sup>	You can ask for as many items as you want.
<b>Tracing</b>	You may sometimes need to confirm the destination of a cheque you have written. We can assist you by tracing the cheque to confirm if it was deposited to the payee's account (i.e. the account of the Person that you wrote the cheque out to).  This service is available by calling us or at any branch.	You can ask for as many items as you want.

1. Refer to the Corporate Online Fees and Charges Information Sheet for details.

## 13. Interest rates that may apply.

Interest rates on all accounts may change at our discretion.

Zero interest rates may apply, and then you will receive no interest on your account balance. References to interest being paid should be read accordingly.

Information about interest rates is available on request.

### 13.1 Interest that's paid to you.

You may earn interest if you have a positive balance in your Business account, where that account pays credit interest. Details of current deposit interest rates applicable to your account are:

- printed on your account statement (if applicable);
- printed on the interest rate sheets which can be obtained from any branch;
- available at our website: [westpac.com.au/business](http://westpac.com.au/business);
- available by contacting us or by visiting any branch.

### 13.2 How the interest you earn is calculated and paid.

The following will not apply if you have a Netted interest arrangement or Set-off arrangement with us for any accounts included in this document.

For all accounts included in this document, deposit interest and debit interest (if applicable) is calculated on the daily closing balance of your account using the following formula:

$$\frac{\text{Daily closing balance} \times \text{Interest rate}}{365}$$

Except where otherwise mentioned, credit interest is calculated daily and credited to the account monthly in arrears on all business accounts, on the last Business day of each calendar month.

For all accounts, balances in your account on and after the last Business day of the month, including deposits made to your account on or after the last Business day of the month, will not be included in the interest calculation for that month, but in the interest calculation for the following month.

Payments received into your account will in most circumstances immediately form part of the Available balance of the account. However, if a payment is received after the end of a Banking day or on a non-Banking day, that payment will not be included in the balance of the account for interest calculations (if your account is interest bearing) and other purposes (such as fees or overdrawing calculations) until the next Banking day.

For the Westpac Business One – Negotiator Plan, interest is only payable on the amount of the closing daily account balance in excess of \$2,000. For example, if a customer's closing daily balance was \$10,000, interest will be calculated on \$8,000.

Interest is not payable on Westpac Business One or Westpac Business One Plus.



We may be required to pay interest earned on Statutory Trust Accounts to the relevant regulatory body.

For a Project Trust Account or Retention Trust Account:

- Interest paid to a Project Trust Account or Retention Trust Account:
  - cannot be redirected to another account;
  - cannot be included in any Netted interest arrangement or Set-off arrangement with us for any other account(s);
  - is subject to the requirements of and must only be withdrawn from a Project Trust Account or Retention Trust Account in a manner permitted by the BIF Act.

Processing and cut-off times will vary depending on the time of day the payment or transaction is made or received. For cut-off time information please see the relevant sections within these terms and conditions, refer to [westpac.com.au/faq/cut-off-times/](http://westpac.com.au/faq/cut-off-times/) or visit your local branch.

### 13.3 Interest rate types.

Listed below are details of the interest rate types specific to our accounts.

#### Interest rate types – flat.

A flat interest rate is applied regardless of the balance.

#### Interest rate types – tiered.

Tiered interest rates enable customers to receive a higher rate of interest on their entire balance as their funds grow from one tier level to the next. Tiered interest structures may require a minimum balance before you become eligible for interest. Please note that different balance tiers may offer the same interest rate. Refer to clause 13.1 for how you can obtain current tiers and interest rates.

### 13.4 Interest that's charged to you.

To avoid being charged interest on any unarranged debt, you should always try to keep a positive balance in your deposit account.

If your account becomes overdrawn without arrangement, debit interest will be charged to that account. It will be calculated daily on the debit balance (and deducted on the last Business day of each month) using the then current Unarranged Lending Rate (ULR) until the account balance is positive again. The current ULR is available by contacting Group Telephone Banking or visiting [westpac.com.au](http://westpac.com.au)

If your Project Trust Account or Retention Trust Account becomes overdrawn without arrangement, debit interest will be calculated in the same way it is set out above, but the debit interest will not be charged to a Project Trust Account or Retention Trust Account. You must nominate another Business transaction or deposit account with us which is owned by the trustee for the Project Trust Account or Retention Trust Account (as applicable) from which the fees and charges will be debited. Where we cannot use this nominated account, or if no account is nominated, we will nominate an account(s) for you and debit the fees and charges to that account.

## 14. Overdrawing your account.

You should not make or attempt to make a withdrawal transaction which:

- takes your account into negative/debit balance (or further into negative/debit balance) when no formal overdraft arrangements exist;
- means you will incur fees which will take your account into negative/debit balance (or fees and/or interest charges which will take your account further into negative/debit balance) when no formal overdraft arrangements exist;
- overdraws (or further overdraws) your account beyond the agreed overdraft limit when formal overdraft arrangements do exist; or
- draws against uncleared funds.

While we are under no obligation to do so on any particular occasion, we may permit you to overdraw your account as described above. This may be by honouring a cheque or paying transactions made using other channels, such as Periodical Payments, Direct debits or by making a withdrawal transaction through an ATM or other electronic transaction channel.

If you make a withdrawal transaction in any of the circumstances set out above, we will treat the transaction as an application by you for credit.

### 14.1 Where we honour a payment and your account shows a negative/debit balance.

If:

- we do honour a cheque or pay a transaction (e.g. Periodical Payment, Direct debit or other electronic withdrawal transaction initiated by you) which overdraws your account where no formal overdraft arrangements exist; or
- a fee or charge debited to your account results in a negative balance in your account,

then, you will, at the time the negative balance arises, owe us a debt of the amount by which your account is overdrawn. We agree that you have a period of 20 days within which to repay that debt. Accordingly you must, by the end of that 20 day period, return the account to a positive balance unless within that period you ask us for, and we approve, an overdraft arrangement.

For a Project Trust Account or Retention Trust Account, nothing in these Terms and Conditions does, or is intended to, operate to amend or relieve you of your obligations under the BIF Act.

Please note that you cannot depend on us honouring a transaction which would overdraw your account. We are under no obligation to honour cheques, or to pay other customer-initiated transactions that would exceed the balance of available funds in your account, unless formal overdraft arrangements are in place.

If we honour a payment in any of the circumstances set out above, this can save you embarrassment and the inconvenience of having to write another cheque or make other arrangements. However, you may be charged an Overdrawn Fee as detailed in this document, and interest will be charged on your debit balance (refer to 'Interest that's charged to you' for details).

You must ensure that you do not overdraw your account regularly. Even if we do honour a transaction, or do so more than once, it does not mean we have any obligation to do so in the future. Any deposits into your account will be first applied to the amount by which your account is overdrawn and any accrued interest on that amount.

## 14.2 Where we dishonour/reject a payment.

If you make a transaction from your account and there are insufficient funds available within the account or the funds have not been cleared, your payment may be dishonoured.

## 14.3 When your credit rating could be affected.

If your account(s):

- become overdrawn without arrangements; and
- remain overdrawn for more than 60 days after the end of the 20 day period we allow for you to repay the amount overdrawn, then we may commence enforcement action and where required disclose your default and certain personal information to a credit reporting body.

Under the *Privacy Act 1988*, a credit reporting body (within the meaning of that Act) may collect and hold default information (within the meaning of that Act) in relation to the default. A default listing with a credit reporting body will remain on your file for a period of up to 5 years and may affect your ability to obtain finance or credit.

Our privacy statement includes important information about credit reporting, including details of the credit reporting bodies to which we are likely to disclose your credit information. You can access our privacy statement from [westpac.com.au/privacy/privacy-statement](http://westpac.com.au/privacy/privacy-statement) or by calling 132 032.

## 14.4 Are you having financial difficulty?

When you overdraw your account there may be occasions when repaying this debt becomes difficult. Should this arise you should promptly contact your relationship manager or our hardship team to discuss options that may be available.

## 15. Stopping a payment.

### 15.1 How to stop a cheque payment.

If you write a cheque and want to stop the payment, you can do so by notifying us before the cheque has been paid. It's important to do this as quickly as possible.

We can only stop a payment on a cheque if we receive your clear instructions. You should give your branch or the Business Banking Service Centre written and signed instructions or contact us and provide the following details of the cheque:

- account details;
- cheque number;
- amount of cheque;
- name of the payee (the Person you've written the cheque out to);
- date of the cheque;
- whether the cheque was crossed or open.

When contacting us to stop payment on a cheque you have written, the below cut off times apply. The fee to stop a cheque payment is set out in this document.

Day	Time
Tuesday – Friday	7.00am – 6.30pm Sydney Time
Saturday – Monday	6.00am – 6.30pm Sydney Time

There is a fee for stopping a cheque, but this will not apply if your cheque book has been lost, stolen, destroyed or is no longer required and the cheque forms had not already been signed. The fee is set out in this document.

### 15.2 How to stop an automated Periodical Payment.

When you have authorised your branch to make regular automatic payments from your account, and you want to stop these payments, you must advise the Bank at least one Business day before the next payment is scheduled. You will need to provide full details including:

- the payment amount;
- when it's due;
- the payee;
- the account it normally comes out of.

### 15.3 How to stop an automated Direct debit.

Direct debit is a payment you have authorised a third party to debit your account for payment of services (for example utility bills) at set times, by using your BSB and account number.

The Bank will promptly process any:

- instruction by you to cancel a Direct debit request relevant to a banking service we provide to you; or
- complaint by you that a Direct debit was unauthorised or otherwise irregular.

When you contact us to request a Direct debit cancellation, we can complete the request on your behalf and forward it to the authorised party. We are unable to accept a request to stop a payment made under a Direct debit arrangement after we have already debited the payment from your account.

Unlike Direct debit, the Bank is unable to cancel a Recurring payment on your behalf. A Recurring payment means a regular drawing from your account that a Cardholder has authorised a third party to make (this includes a Person, company or merchant) by quoting the card details. Please see the Recurring payments section for how to cancel a Recurring payment.

#### **Migration of a Direct debit arrangement into a PayTo® arrangement.**

Merchants and Payment Initiators may convert an existing direct debit arrangement with you into a PayTo arrangement (Payment Agreement) - this is called "Migrated DDR Mandates". You are entitled to advance written notice from the merchant or Payment Initiator of variation to your direct debit arrangement and changed processing arrangements (as specified in your Direct Debit Service Agreement with them). If you do not consent to the variation of the direct debit arrangement, you must advise the merchant or Payment Initiator. We are not required to provide notice of a Migrated DDR Mandate to you for you to confirm or decline. We will process instructions received from a merchant or Payment Initiator on the basis of a Migrated DDR Mandate.

Once your Direct debit arrangement becomes a PayTo arrangement, you can manage it in Online Banking.

#### **15.4 Stopping a BPAY payment.**

We will not be able to stop a BPAY payment once you have instructed us to make the BPAY payment.

#### **15.5 Stopping an ELNO Withdrawal.**

Once an ELNO Withdrawal has been approved through the ELNO system, it may be possible to withdraw the approval through the ELNO system in certain circumstances, but it is not possible to stop the ELNO Withdrawal by any other means. Contact the ELNO for details on the cancellation of the ELNO Withdrawals.

#### **15.6 Stopping a PayTo payment.**

Refer to the Online Banking Terms and Conditions on how to cancel or stop PayTo payments in Online Banking. Please note, Online Banking may be unavailable due to outages.

## **16. When you haven't used your account for over 12 months.**

### **16.1 Inactive accounts.**

If your account becomes inactive we may close your account. If we exercise our right to close your account we will notify you promptly in writing at the address shown in the records. Your account becomes inactive if:

- you do not make any deposits and/or withdrawals during a continuous 12 month period; and
- the balance of your account is nil or in debit without any arrangements.

### **16.2 Unclaimed monies.**

If you have not made a deposit or a withdrawal from your account for seven years we may close your account, and transfer any prescribed money in your account to the government. We will usually notify you before we close your account, but there may be circumstances where we are not able to (such as where our record of your address is out of date).

You can visit any branch to find out how to recover unclaimed money (although it may take three months or more to recover money that has been transferred to the government).

## **17. When the Bank can combine your accounts.**

Deposit accounts should not be overdrawn unless you have made prior arrangements with us. If you overdraw your business account without arrangement, or beyond the agreed overdraft limit when formal overdraft arrangements do exist, we may automatically combine your business accounts: that is, transfer sufficient money which is kept in any other business account with us, held in your name(s), to clear the debt.

We may also transfer money kept in your deposit account(s) to clear debts which you owe us in other loan or deposit accounts. If we do this, the balance of the account from which we have transferred money will reduce by the amount owed for this purpose. You agree that you may not set off any amounts we owe you (for example, credit balances in your accounts) against amounts you owe us.

If we exercise our right to combine business accounts, we will notify you promptly in writing at the address shown in our records.

However we will not combine any balance of an account, where the account is a trust account held in the name of an accountant who is holding client funds in that account.

This is not applicable for Project Trust Account or Retention Trust Account.

## 18. When the Bank may prevent access to funds in your account.

### 18.1 Mistaken Payments.

Further to any term contained in this document, if your account receives a mistaken payment or we believe you are not entitled to funds in your account then we may:

- withdraw funds from your account; or
- prevent you from withdrawing funds.

### 18.2 Deregistration.

If we become aware that all Account holders are companies that are deregistered, we'll freeze the account, which means:

- We'll notify the former directors that the account has been frozen.
- No activity on the account will be permitted, including withdrawals, payments to the account including periodical payments and scheduled payments.
- We may apply funds in the account to clear debts in accordance with clause 17.
- We will close the account and send any credit balance that belonged to the deregistered company to ASIC and pay any remaining balances to their rightful owner(s).
- We may take action to recover outstanding debit balances on the account.

## 19. How to close your account.

You or any other authorised Account signatory can close your business account at any time simply by asking at any branch where your account is held. Another financial institution may close your business accounts on your behalf by fax or by mail. You cannot close an account by phone.

We may also exercise our discretion to close accounts (and cancel any linked card(s)) or refuse to accept further deposits or allow further withdrawals after giving reasonable notice to you (and, we may also notify the authorised signatory/signatories) due to unsatisfactory conduct or where your account is designed for use by our business customers and is being used for personal purposes.

In certain circumstances we may do any of the above without providing you with any prior notice. When we do so, we will act fairly and reasonably towards you. These circumstances may include:

- you do not provide us with any document or information we reasonably request from you;
- we reasonably consider it necessary to comply with our policies, Australian law or sanctions (or the law or sanctions of any other country); or
- to comply with our regulatory and compliance obligations or to manage associated risk.

Upon closing the account for the above reasons we will pay you the net credit balance of the account owed to you (e.g. by providing you a Bank cheque), unless we believe, acting reasonably, that we are precluded from doing so, such as in

order to comply with our regulatory and compliance obligations or to manage associated risk.

For a Statutory Trust Account, Project Trust Account, or Retention Trust Account, you must not close your account if closing the account would breach of any law or regulation applicable to a Statutory Trust Account, Project Trust Account, or Retention Trust Account.

### 19.1 How your closing balance (Termination Value) is calculated if your account balance is in credit.

The net credit balance of your account is calculated as credit balance plus deposit interest, if any, less any accrued account fees and government charges applicable up to the closing date. Monthly fees will apply even though the business account may have been opened for only part of the month.

### 19.2 How your closing balance (Termination Value) is calculated if there are uncleared funds or your account is overdrawn.

We cannot make available any uncleared funds at the time you request that the business account be closed, until those funds become cleared.

If the 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 government charges applicable up to the closing date.

### 19.3 Things to remember when closing your account.

When you close your business account you must provide to us any unused cheques, passbook, and any card which operates the account (including any cards issued to a Primary cardholder or an Additional cardholder). An account with cheque access may only be closed once all outstanding Cheques Written on the account have been presented. We reserve the right to return any cheques presented for payment after the business account has been closed.

## 20. Different ways of making deposits.

There are many options for placing money into your business account. Choose the ones that are convenient for you from the options below.

**Please note:** Deposits to a Westpac Business Cash Reserve, Westpac Community Solutions Cash Reserve or Westpac Business Premium Cash Reserve account cannot be made via an ATM. Deposits to a Project Trust Account or Retention Trust Account cannot be made by Periodical Payment that is using a cheque or Bank cheque or via an ATM. All payments to a Project Trust Account or Retention Trust Account must be made using only methods that create an electronic record of the transfer (Direct funds transfer (such as Pay Anyone and Osko), Direct Credit, Direct debit, BPAY, PayID and Overseas Transfer).

## 20.1 Deposit books.

A personalised deposit book can be issued on your account at no extra cost.

If you deposit a lot of cheques, duplicate or triplicate deposit books can be issued, so that you can keep the details of any deposit slips completed by you, or provide a copy to another Person if required. Deposit books are not available for a Project Trust Account or Retention Trust Account.

## 20.2 Trancode 60/61 Deposit Books.

Trancode 60/61 Deposit Books allow you to identify the party making a deposit when you have multiple parties making paper deposits into the one account through the branch network. Each Trancode 60/61 Deposit Book contains a unique serial number that you nominate on application. You should note the serial number allocated to each party provided with a Trancode 60/61 Deposit Book, so you can identify the depositor when the serial number appears in the statement narrative. Trancode 60/61 deposit books are not available for a Project Trust Account or Retention Trust Account.

## 20.3 Rules about depositing.

If you are making a deposit through the mail or in a Westpac branch (including via the Business Express Deposit facility), remember a completed deposit slip must be included. Generally there is no maximum amount that can be deposited to an account, however, we reserve the right to set a maximum amount of deposit on any account at any time with immediate effect.

**Please note:** Deposits to a Project Trust Account or Retention Trust Account cannot be made by Periodical Payment via cheque or Bank cheque.

## 20.4 Deposits at ATMs, CDMs and Bank@Post™.

If you make a deposit at an eligible ATM/CDM the amount of your deposit is subject to verification by us. The amount accepted by the CDM, or the amount validated by the ATM and then agreed by the depositor, is the amount that will be credited to your account. Processing and cut off times will vary depending on the time of day the cash deposit is made.

Within any 24 hour period, a deposit limit may apply to deposits at an ATM, CDM or Bank@Post. Such cash deposit limits may change from time to time at our discretion. For ATM deposit limits, processing and cut off times visit [westpac.com.au/ouratms](http://westpac.com.au/ouratms) or visit your local branch.

ATM and CDM deposits are not available for Westpac Business Cash Reserve, Westpac Community Solutions Cash Reserve or Westpac Business Premium Cash Reserve accounts.

Deposits at ATMs, CDMs and Bank@Post™ are not available for a Project Trust Account or Retention Trust Account.

# Ways of accessing your accounts

## 21. Your choices at a glance.

As the table below shows, there are many ways you can use your account. Choose the services that work best for you – they're all detailed in the rest of this section.

Access channel	What it offers
<b>Branches</b>	See our branch staff for sales, over-the-counter transactions, advice, and help with services like Group Telephone Banking and Online Banking.
<b>ATMs<sup>1</sup></b>	Get access to your cash with Full access Westpac Business Debit Mastercard only. This service is not available for Project Trust Account and Retention Trust Account.
<b>POS Terminals</b>	Pay for purchases and get cash out at the same time wherever eftpos is accepted (Westpac Business Debit Mastercard). Please note cash out is not available on Limited access Westpac Business Debit Mastercards.  This service is not available for Project Trust Account and Retention Trust Account.
<b>Group Telephone Banking</b>	Check balances, pay bills and transfer money between your accounts automatically, wherever and whenever you like, with just one phone call.  You can only check balances for Project Trust Account and Retention Trust Account.
<b>Online Banking</b>	See your account balances on one screen to get a better picture of your banking instantly.
<b>Corporate Online</b>	See your account balances on one screen to get a better picture of your banking instantly. <sup>2</sup>  This service is not available for Project Trust Account and Retention Trust Account.
<b>BPAY</b>	Pay your bills using Self Service Group Telephone Banking and Online Banking – direct from your account.
<b>Cheque</b>	Convenient for paying bills and a lot safer than carrying large amounts of cash.  This service is not available for Project Trust Account and Retention Trust Account.

Access channel	What it offers
Online Investing	Access tools and research to confidently trade online. <sup>3</sup> This service is not available for Project Trust Account and Retention Trust Account.

**Please note:** not all access options are available for all account types and fees may also apply. Please refer to this document for account accessibility.

1. Refer to the section titled 'ATMs' for more information on what you can do at an ATM.
2. Refer to the Corporate Online Terms and Conditions available on the internet at [westpac.com.au](http://westpac.com.au)
3. The terms and conditions are available from the Westpac Broking website.

## 22. Branches.

Our branch staff are available to talk to you in person about products and services, offer advice, and show you how to use services you may not be familiar with, such as Group Telephone Banking and Online Banking.

**What you need:** Business Debit Mastercard and PIN or signature verification.

### 22.1 What you can do at a Branch.

- ✓ Open accounts.
- ✓ Check account balances.
- ✓ Obtain balance summaries.
- ✓ Get details of your transactions.
- ✓ Get mini-statements.
- ✓ Make withdrawals\*.
- ✓ Transfer funds.
- ✓ Cash cheques.
- ✓ Obtain credit card cash advances.
- ✓ Ask about ways to minimise fees.
- ✓ Deposit cash.
- ✓ Deposit cheques over-the-counter.
- ✓ Deposit cheques and cash via a Business Express Deposit Box.
- ✓ Get advice about the right product for your needs.
- ✓ Purchase Bank cheques, an overseas draft or travellers cheques.

\* Subject to section 45 (When we may delay or refuse transactions) if you need to make a cash withdrawal of \$5,000 or more from your account, please contact the branch and provide at least 2 Business days' notice. In the event of a cash withdrawal over \$50,000, we may choose to pay you by bank notes in large denominations, or bank cheque, or an electronic transfer (instead of cash).

## 23. ATMs.

You will need card access to your account to use and access ATM features.

<b>What you can do</b>	<ul style="list-style-type: none"> <li>• Check your balance</li> <li>• Withdraw funds</li> </ul> <p>Other features may be available at select ATMs (e.g. making deposits). ATM features are subject to change. Refer to the ATM device you're using, visit <a href="http://westpac.com.au/ouratms">westpac.com.au/ouratms</a>, or visit your local branch for more details.</p>
<b>Limits or restrictions</b>	<p>Limits or restrictions may apply to:</p> <ul style="list-style-type: none"> <li>• Daily cash withdrawal limit</li> <li>• Minimum withdrawal, subject to note denominations and cash availability.</li> </ul> <p>Other restrictions may also apply at non-Westpac Group branded ATMs, which should be disclosed at the specific ATM device.</p>
<b>Fees that may be charged</b>	<ul style="list-style-type: none"> <li>• No ATM operator fees apply for using Westpac Group branded ATMs or Westpac Group partner ATMs.</li> <li>• ATM operator fees may apply (disclosed on-screen at the time of the transaction) when you access your accounts at non-Westpac Group branded or non-Westpac Group partner ATMs (including overseas bank ATMs). This fee will be debited on the day (or next business day) of the transaction and itemised separately on your statement.</li> <li>• Overseas withdrawal fee (if applicable, refer to the relevant 'Summary of fees and charges' section): \$5.00 (Nil for cash withdrawals from Global ATM Alliance ATMs).</li> <li>• An overseas withdrawal fee is charged the day (or next business day) in which the transaction occurred and is in addition to any foreign currency conversion fee.</li> <li>• Some overseas banks may apply a surcharge for withdrawals (which should be brought to your attention before proceeding with the transaction) which will be added to the withdrawal amount, converted to Australian dollars, and debited from your account as one transaction.</li> <li>• Overseas withdrawal fees are not charged for balance enquiries or cash withdrawals made at Global ATM Alliance ATMs. To find an overseas ATM that is part of the Global ATM Alliance, visit <a href="http://westpac.com.au/atmalliance">westpac.com.au/atmalliance</a>.</li> <li>• When using an ATM, a staff-assisted deposit fee or self-service (electronic) deposit fee may apply.</li> </ul>

## 24. POS Terminals.

Cardholders can pay for goods and services and get cash at the same time wherever eftpos is accepted (Full access cards only). However, some outlets do not give out cash. Westpac Business Debit Mastercards are accepted at any eftpos location in Australia.

**What you need:** Business Debit Mastercard, PIN and/or signature.

### 24.1 What you can do at POS terminals.

- ✓ Make purchases without cash.
- ✓ Withdraw cash at the same time from your savings or cheque account (Full access cards only).
- ✓ Have the choice of account (linked accounts only).
- ✓ Get a printed receipt.
- ✓ Use your compatible device to make a payment with a mobile wallet.

### 24.2 What happens if an Electronic banking terminal does not work?

We will be responsible to the Account holder for any loss which occurs because an Electronic banking terminal accepts a Cardholder's instructions but fails to carry out the transaction requested.

If a Cardholder is aware that the Electronic banking terminal is not operating properly we will only be responsible for correcting the relevant account and refunding any fees or charges.

We will not be responsible if an Electronic banking terminal does not accept a Cardholder's instructions or a card fails to work in the terminal.

## 25. Cheques.

A cheque provides a convenient way of paying suppliers and it's a lot safer than carrying cash.

### 25.1 What cheques offer.

- ✓ Pay bills.
- ✓ Pay suppliers.
- ✓ Safety (don't need cash).
- ✓ Stop payment if necessary.

### 25.2 Business cheques getting started.

When you first open your account you will (where applicable) be offered cheque access where you are 18 years of age or older. Alternatively, you may decide that purchasing Bank cheques when required is a more suitable option for you.

The following accounts do not have cheque access: Westpac Business Cash Reserve, Westpac Community Solutions Cash Reserve, Westpac Business Premium Cash Reserve, Project Trust Account and Retention Trust Account.

Where cheque access has been requested, a cheque book will be mailed to you a few days after you open your account. It will be mailed to the same address where your account statement is to be mailed and will be automatically reordered and mailed to you when you are 80% of the way through your cheque book. You can request that your cheques be pre-printed with the notation 'not negotiable'.

### 25.3 Rules about cheques you write.

#### Open or 'uncrossed' cheques.

An open cheque is one that is uncrossed, that is, a cheque that does not have two parallel lines across it. It is an instruction to the Bank to pay anyone who presents the cheque (assuming that the cheque is a 'bearer' cheque) at the branch of the Bank where the drawer's account is held, rather than the cheque being required to be banked into the account. If the cheque was lost and presented for payment by the Person who found it, the Bank would not normally be responsible for reimbursing the money to the drawer. You should always make your instructions clear.

#### 'Not negotiable' cheques.

A cheque is a negotiable instrument, that is it can be passed from one Person to another. A crossed cheque, with or without the words 'not negotiable' written between the lines, protects the 'true owner' in case it is lost or stolen. For example, if someone persuades a tradesperson to accept a stolen 'not negotiable' cheque as payment for a service, the tradesperson would be liable to refund the amount of the cheque to its rightful owner, provided the thief cannot be located or cannot make good the loss.

#### Account payee only cheques.

If you write 'account payee only' on a crossed cheque, you are instructing us that you wish the cheque to be paid into the account of the Person you have named on it.

#### 'Or bearer' cheques.

If the words 'or bearer' appear at the end of the line on which you have written the payee's name and you leave the cheque uncrossed and without the words 'not negotiable' on it, we will have to pay the proceeds to anyone who presents the cheque. If, on an uncrossed cheque, you cross out 'or bearer' or write in 'or order' and the cheque is presented for payment in cash, we have to pay the proceeds only to the Person whose name is on the cheque, or as they direct.

## 25.4 Rules about depositing cheques.

### Third party cheque deposits.

Cheques can normally only be deposited into the account of the Person(s) or company named as payee on the cheque.

If you are depositing a cheque to your account where you are not the Person(s) or company named (i.e., you are a 'third party'), please ensure that the payee transfers ownership to you by signing the back of the cheque in the following manner:

*Please pay (your account name)*

*Signed (payee's signature)*

In addition, at the time you make the deposit, we will ask you how you got the cheque. This is to confirm your ownership of the cheque and avoid problems that sometimes occur with lost or stolen cheques.

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

## 25.5 Withdrawing money from a deposited cheque.

Funds may be withdrawn after three Business days. (In certain uncommon circumstances, this may be extended by a further one, or even two, Business days.) However, in some cases withdrawals may be permitted earlier. This is only done at the Bank's sole discretion and you should contact your branch. When drawings are made before a deposited cheque is cleared, you will have to reimburse us if the cheque is subsequently dishonoured. A cheque is dishonoured when there aren't sufficient funds in the account of the writer of the cheque or there is some irregularity in connection with the cheque.

## 25.6 Dishonoured cheques deposited into your account.

If a cheque is returned to us unpaid it means it has been dishonoured by the bank on which the cheque was drawn. If that happens we may return the cheque to you. We will also reverse the entry in your account, that is, deduct the amount we credited. If the cheque you deposited is not paid it is your responsibility to pursue payment from the Person who gave it to you. There are a number of reasons why a cheque may be dishonoured, some of which are:

- there are insufficient available funds in the account of the drawer (the Person who signed the cheque) to cover the amount written on the cheque;
- the cheque is not signed, the signature is not valid or more than one signature is required;
- the cheque is post-dated – i.e. presented for payment before the date that is written on it;
- the cheque is stale – presented for payment more than 15 months after the date written on it;
- the cheque has been materially altered without the alterations being properly signed or initialled by the drawer or another authorised Person;

- the cheque has been 'stopped' by the drawer;
- there is a court order which prevents the drawer's account being used;
- the Bank has been notified of the drawer's death, mental incapacity or bankruptcy.

On a business account if you deposit a cheque from someone else and it is dishonoured (known as an 'inward dishonour'), a fee will not be charged. If a cheque has not cleared, we will notify you as soon as possible.

## 25.7 If you suspect cheque fraud.

You must notify us immediately if you have any cause to believe that a cheque drawn on your Account has been fraudulently altered or has not been authorised by you. You should ensure you check your Account statement regularly.

## 25.8 Tips for using cheques

- Always be careful when writing a cheque or accepting one. Take time to make sure that it is accurate, properly crossed (when required) and signed. Then double-check it. That way you'll minimise the risk of forgery or fraud.
- Don't leave gaps between words and figures – use all the space and add 'only' to the amount to be paid where it does not include any cents (e.g. fifty dollars only).
- Fill up any empty spaces with a horizontal line.
- Never use a pencil, non-permanent ink pen or a correctable typewriter to write a cheque as it can be easily erased and altered.
- Never sign a cheque before you use it (and never sign a blank cheque).
- When you alter a cheque you have written, you must sign your name or initials next to where you made the alteration.
- Tell the Bank immediately if a cheque, your cheque book or some forms from your cheque book have been lost or stolen. This will enable us to stop unauthorised cheque payments and prevent or minimise resulting losses.
- Never leave your cheque book where it can be found by someone else.

## 25.9 Bank cheques.

Bank cheques, drawn by the Bank on itself, are a widely accepted means of safe payment, and a safe alternative to carrying large amounts of cash. Bank cheques can be purchased at any branch where they are prepared on the spot.

You can pay for the Bank cheque and the fee either in cash or by withdrawing funds from your account with us.

Bank cheques can also be purchased online via our Online Banking service. With this option you must have an existing account.

Bank cheques ordered via Online Banking will not incur a fee, but will have the value of the Bank cheque charged to your account.

A Bank cheque has to be cleared like any other cheque and may be dishonoured if it was lost, stolen, destroyed, our signature was forged, the cheque was fraudulently and materially altered, and for other reasons that would affect its validity.

If a Bank cheque is lost, stolen, or destroyed, please contact any branch immediately.



If a Bank cheque is no longer required, it may be cancelled and refunded at any branch.

Bank cheques are not available for payments from a Project Trust Account or Retention Trust Account.

## 26. Group Telephone Banking.

Self Service Telephone Banking lets you check balances, pay bills, transfer money automatically whenever you like, with just one call, 24 hours a day, 7 days a week. And, if you need help, Banker assisted Telephone Banking is provided 8am to 8pm, Monday to Friday.

**What you need:** 8-digit customer number, 3-digit numeric access code and a signed authority form. If access is required for more than one user, you will also need a 2-digit Group number.

### 26.1 Getting started.

To register for Group Telephone Banking:

- simply call your local branch or speak with your relationship manager to complete the application form(s); or
- complete the online application form available at [westpac.com.au/BTB](http://westpac.com.au/BTB)

You can view the Group Telephone Banking Terms and Conditions prior to using the service by visiting [westpac.com.au](http://westpac.com.au)

## 27. Online Banking.

You can use Online Banking for business to get a better picture of your banking. Not only can you see your accounts instantly, you can also pay almost anyone in Australia or overseas at any time and print out statements fee-free.

**What you need:** 8-digit customer ID and 6-character alpha-numeric password.

### 27.1 Getting started.

To register for Online Banking, visit [westpac.com.au](http://westpac.com.au), and you may need to visit a Westpac branch to complete your registration. When you use Online Banking for the first time you will be required to accept the Terms and Conditions that are provided online.

You can view the Online Banking Terms and Conditions prior to using the service by visiting [westpac.com.au](http://westpac.com.au)

## 28. Online Investing.

With Westpac Online Investing at your fingertips, you'll have an online trading service especially designed for you to take control of your investment decisions. You'll also have access to our Research Centre, giving you key information and helpful tools to manage your share portfolio. Online Investing is not available for funds held in a Project Trust Account or Retention Trust Account.

**What you need:** Westpac Online Investing user ID and Password.

### 28.1 What you can do with Online Investing.

- ✓ Trade with an integrated Westpac Account.
- ✓ Access to Trader Pro – an enhanced trading platform.
- ✓ Trade all ASX listed shares, warrants and options.
- ✓ Register to earn Westpac Altitude points for every trade.
- ✓ Flexibility to pay from any account.
- ✓ Manage your share portfolio online.
- ✓ Conditional orders and alerts service.
- ✓ BT Managed Funds with zero entry fee.
- ✓ Access to live share prices and market information.
- ✓ Comprehensive research centre including buy, sell recommendations.
- ✓ Other investment opportunities such as floats and structured products.
- ✓ Free to register.

### 28.2 Getting started.

Visit the Westpac Online Investing website by going to [onlineinvesting.westpac.com.au](http://onlineinvesting.westpac.com.au) click on 'Join Now' and you'll see there are four ways to open a Westpac Online Investing account:

1. Complete the online application form.
2. Download and complete the application form.
3. Request an application pack by email or call us on 13 13 31, Monday to Friday 8am–7pm (Sydney time).
4. Visit one of our branches.

Once registered, you will receive a Welcome Pack, which includes your handy reference card and Westpac Securities Limited Financial Services Guide. If you have any questions about starting share trading, please call us on 13 13 31.

### 28.3 Terms and Conditions.

The terms and conditions applicable to Westpac Online Investing are available at any time from the Westpac Broking website.

## 29. Corporate Online.

Westpac Corporate Online is an internet-based electronic platform, providing a single point of entry to a suite of online transactional services specifically designed for corporate, business and government customers in Australia and New Zealand, as well as international corporations.

Access to a Project Trust Account or Retention Trust Account is not available through Corporate Online.

### 29.1 Rules about Corporate Online.

You can obtain the terms and conditions and fees and charges for Corporate Online prior to using the service by referring to our Corporate Online Terms and Conditions and Corporate Online Fees and Charges.

## 30. BPAY.

When you see the BPAY symbol on a bill, you can pay that bill through Group Telephone Banking or Online Banking. It's a simple and convenient way to pay your bills.

**What you need:** Access to Group Telephone Banking or Online Banking – the rest of the details are on your bill.

### 30.1 What you can do with BPAY.

- ✓ Register for BPAY View® and pay bills and receive your bills with BPAY View.
- ✓ Schedule payments in advance using BPAY.
- ✓ Obtain a receipt number.
- ✓ Use via Telephone Banking or Online Banking.
- ✓ Choice of accounts to pay from (however some billers do not accept payments from credit cards).
- ✓ Register with BPAY 'View Billers' to receive online access to bills.

### 30.2 Getting started.

You don't need to register for BPAY bill payment facility; all you need to do is either call Telephone Banking or sign in to Online Banking, and select payments or BPAY from the menu.

Then simply provide the biller code and reference number (and possibly other information) that appears on the bill or invoice. We'll debit your nominated account with the amount you specify.

You can schedule a BPAY payment to be made in the future. Cleared funds must be available in the account the day before the payment is made.

Details of BPAY payments, including a receipt number, will appear on your account statement.

You can view the Online Banking Terms and Conditions by visiting [westpac.com.au](http://westpac.com.au)

### 30.3 Rules about BPAY.

The Bank is a member of the BPAY Electronic Payments Scheme (BPAY Scheme). You can ask us to make payments on your behalf to billers who wish to receive the payments through the BPAY Scheme. The BPAY Scheme cannot order a stop payment once you have instructed the Bank to make that payment.

BPAY payments can be initiated through Telephone Banking and Online Banking. The following terms and conditions apply to BPAY through either Telephone Banking or Online Banking.

### 30.4 Future dated payments.

If we are unable to make a BPAY payment at the future payment date we will advise you by letter. A payment may not be able to be made due to insufficient funds, an invalid account or because the biller no longer participates in the BPAY Scheme.

### 30.5 Correct and incorrect amounts.

Please ensure that you specify the correct amount that you wish to pay. If you instruct a BPAY payment and later discover that:

- the amount you specified is greater than the required amount, then you must contact Telephone Banking;
- the amount you specified is less than the required amount, then you can make another BPAY payment to make up the difference; or
- if you do require a complete BPAY payment refund you can contact Telephone Banking.

### 30.6 BPAY payments and system cut-off times.

Billers participating in the BPAY Scheme will treat BPAY payments you make as received according to the BPAY Scheme rules. The Online Banking Terms and Conditions and Telephone Banking Terms and Conditions describe when the BPAY payment depending on the day and time you make will register as received by the Biller.

### 30.7 Delays.

Delays might occur because we received your BPAY instructions after the times referred to above or because another participant in the BPAY Scheme is not complying with its obligations. We will not be responsible for those delays.

If the Bank is advised that your BPAY payment cannot be processed by a biller, we will contact you to advise you of this, credit your account with the amount of the BPAY payment, and take all reasonable steps to assist you in making the BPAY payment as quickly as possible.

### 30.8 Other concerns and their solutions.

Please tell the Bank promptly if you become aware of:

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

We will attempt to rectify any such BPAY payments (other than incorrect payment amounts that you must pay) in the way described in the liability section immediately below. However, except as set out in the liability section, we will not be liable for any loss or damage you suffer as a result of using the BPAY Scheme. If you make an erroneous or mistaken payment, this will not satisfy part or whole of your underlying debt to the biller.

### 30.9 If you suspect fraud.

If you make a BPAY payment because of the fraud of a Person involved in the BPAY Scheme (e.g. a biller), then that Person should refund you the amount of the fraud induced payment. If you are not able to obtain a refund then please advise the Bank and the Bank will inform you of other rights of recovery you may have under the BPAY Scheme rules.

### 30.10 Consequential loss.

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

### 30.11 Liability for BPAY transactions.

With respect to BPAY transactions, the Account holder will not be liable for loss of funds if a BPAY payment is made:

- to a Person or for an amount which is not in accordance with the user's instructions; or
- in accordance with a payment direction which appeared to us to be from a user or on a user's behalf but for which a user did not give authority; and
- the account was debited for the amount of that payment.

In these situations, we will credit that amount to the account.

In situations where the Account holder is liable for loss of funds by virtue of the above liability provisions, the Account holder must pay us the amount if, after 20 Business days of us attempting to recover it from the payee, we cannot do so.

## A guide to using your card

### 31. Westpac Business Debit Mastercard®.

When you first open an account for which a Westpac Business Debit Mastercard is available, you will be offered a Westpac Business Debit Mastercard.

A Westpac Business Debit Mastercard can be used to get instant access to your funds at ATMs throughout Australia and overseas, and at outlets that have eftpos within Australia.

At various retail and service outlets Cardholders have the convenience of paying for goods and services by presenting a Westpac Business Debit Mastercard. At some outlets Cardholders can obtain cash directly from your account (known as 'cash out') by presenting a Full access card. However, where the 'credit' or 'Debit Mastercard' option on the POS terminal is selected you cannot also get 'cash out'.

In addition, a Westpac Business Debit Mastercard can be used on the internet or over the phone to purchase goods and services, pay bills using BPAY and at merchants with a Contactless terminal to purchase goods and services of \$100 or less without having to sign or enter a PIN. It also can be used to make purchases overseas wherever the Mastercard logo is displayed.

When a Cardholder makes a transaction at an Electronic banking terminal, you authorise us to act on the instructions the Cardholder enters into the terminal. When making a purchase at an Electronic banking terminal the Cardholder should ensure that the transaction amount is correct before they enter their PIN or otherwise use their card. By entering their PIN (or for some Westpac Business Debit Mastercard transactions when they sign a transaction voucher or hold their card in front of a Contactless terminal) the Cardholder indicates (on your behalf), your agreement that the transaction amount is correct.

You may request your Full access Westpac Business Debit Mastercard be linked to up to two accounts. The primary account to which it is linked can be accessed by selecting the 'cheque' option or the 'credit' or 'Debit Mastercard' option on the ATM or the POS terminal and when the card is used to make a Contactless transaction. Any other account to which it is linked can be accessed by selecting the 'savings' button on an Electronic banking terminal. Each linked account must be set up to allow each authorised signatory to act independently.

A Westpac Business Debit Mastercard is available on:

- Westpac Business One Plus;
- Westpac Business One Negotiator Plan;
- Westpac Business One;
- Westpac Community Solutions One.

A Westpac Business Debit Mastercard is not available on all accounts. Contact us on 132 142 to find out if a Westpac Business Debit Mastercard is available for your account.

If you decide not to obtain a card at the time you open your account, you can apply for one at any time in the future. Simply visit any branch or [westpac.com.au](http://westpac.com.au) or call us on 132 142.

## 32. Issue of Westpac Business Debit Mastercards.

You may ask us to issue a debit card to an Account signatory. The Primary cardholder must be an account signatory. You may request for Additional Cardholders on eligible accounts. Cardholders may be issued with either a Full access card or a Limited access card. You need to specify the type of card you want issued to the nominated cardholder.

By nominating a Cardholder, the Account holder authorises the Cardholder to act on their behalf to make a replacement request for the Cardholder's existing card that is lost, damaged or stolen or for specific purpose card replacements (e.g. accessibility reasons) only.

Each request for a card must be in such form as we require (including personal identification of the Cardholder satisfactory to us). Each nominated Person must satisfy our eligibility criteria. We may refuse to issue a card to a nominated Person without giving any reason. We may also reserve the right to limit the number of cards per account.

You 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 your account they automatically agree to these terms and conditions.

If a Cardholder does not agree with these Terms and Conditions, they should not sign the card or carry out the transaction. Instead, they must return the card to us and cut in half for the Cardholder's and the Account holder's protection.

## 33. Use of the different types of Westpac Business Debit Mastercards.

The table below sets out how each type of Westpac Business Debit Mastercard Cardholder can use their card.

Different ways of using your Westpac Business Debit Mastercard	Full access card	Limited access card
At merchants in Australia or overseas – by selecting the 'credit' or 'Debit Mastercard' option (as displayed) and entering your PIN or signing the transaction slip (where available).	✓	✓
At merchants in Australia – by holding your card against a Contactless terminal and waiting for the transaction to be confirmed. There is no need to enter a PIN or sign purchases of \$100 or less.	✓	✓
At merchants overseas – by holding your card in front of a Contactless terminal and waiting for the transaction to be confirmed. You may not need to enter a PIN or sign for small value transactions.	✓	✓

Different ways of using your Westpac Business Debit Mastercard	Full access card	Limited access card
At merchants in Australia – by selecting the 'cheque'/'savings' option and entering your PIN.	✓	✓
Over the phone – by quoting the Debit Mastercard number and expiry date.	✓	✓
Over the internet – by using the Debit Mastercard number and expiry date.	✓	✓
Withdraw cash at ATMs.	✓	X

For more information on daily transactions limits see **card limits** sub-section.

All transactions made using a card will be counted towards the number of free transactions per month that applies to the linked deposit account(s).

For more details including fees and charges that may apply, refer to the 'Summary of Fees and Charges' tables.

Some fees and charges apply when you use your Westpac Business Debit Mastercard. Please refer to this document.

## 34. Authorising Westpac Business Debit Mastercard transactions.

When you use your Business Debit Mastercard to make purchases by selecting the 'credit' or 'Debit Mastercard' option, you make a Contactless transaction or you use your 16-digit card number to purchase goods or services, the 'credit' or 'Debit Mastercard' option automatically applies to that transaction. This section applies to your use of your card when the 'credit' or 'Debit Mastercard' option is used to process the transaction.

Generally all transactions will need to be authorised by us before they can proceed. For example, if a Cardholder uses a Westpac Business Debit Mastercard and pushes the 'credit' or 'Debit Mastercard' option for POS purchases or uses the 16-digit card number to purchase goods or services, prior to any transaction being completed, the merchant or other Person involved in the transaction may obtain an authorisation for the transaction. Once we authorise your transaction, we will place a temporary hold for the pending transaction amount. This means, even though the Current balance of your account is a certain amount, you may find you have a reduced or zero Available balance later.

If the purchase or other transaction is not completed, the amount of available funds in the account may continue to be reduced until the authorisation is cleared. Once the transaction is presented by the merchant and completed, the reduction of funds for the transaction will be reflected in your account.

The purpose of this authorisation is to confirm that there are sufficient funds available in the primary account for the transaction. This authorisation may be completed for a transaction that occurs at a later time such as hotel accommodation and car hire.

### 34.1 Recurring payments.

A Cardholder can purchase goods or services at any time by authorising another Person or company (merchant) to transact on the primary account by quoting the 16-digit Westpac Business Debit Mastercard number and expiry date.

To cancel a Recurring payment, the Cardholder or an Account signatory must notify the merchant directly before the next payment is due. Depending on the terms of the authority, if the cancellation request is not made in time to cancel the next payment, you may still be liable for that payment. Please note, unlike Direct debits, Westpac is unable to cancel a Recurring payment on your behalf. Until the Cardholder or an Account signatory cancels your authority, the merchant is entitled to request Westpac to debit the account and Westpac is obliged to process this request. If the merchant does not comply with your request to cancel the authority, you must provide Westpac with a copy of the correspondence with the merchant to enable Westpac to dispute the relevant transaction(s) on your behalf. Any NPP payments will be processed in accordance with the Online Banking terms and conditions.

Once the authorisation is obtained, it will reduce the Available balance. If the purchase or other transaction is not completed, the Available balance may continue to be reduced until the authorisation is cleared.

### 34.2 Mismatched authorisations.

Some merchants may request confirmation that you have sufficient funds in your account to meet the anticipated cost of goods and services they will supply (this is a common practice in hotels and car rental agencies). We treat this request as a 'request for authorisation'. Once the authorisation is made, the available funds in your account are reduced by up to the amount anticipated by the merchant. This means the balance in your account may not indicate the correct amount until the authorisation is cleared and you may find you have reduced funds in your account.

The merchant may then request a subsequent authorisation for the final (actual) amount of goods and services once they have been supplied. This may have the effect of reducing your balance further by the sum of two authorisation amounts until that final amount is processed.

### 34.3 Delayed authorisations.

Westpac Business Debit Mastercard POS transactions that use the 'credit' or 'Debit Mastercard' option may take a number of days to be processed and debited to your account. Merchants may also delay completing your transaction, our temporary hold for the transaction amount may expire and the funds are returned to your Available balance. If we gave an authorisation for the purchase or payment, the Current balance may be greater than the Available balance. Please consider this whenever you reconcile your account statement and you should always ensure sufficient Available balance in your account to complete all your transactions to avoid taking your account into negative balance (or further into negative balance) or beyond any formal overdraft arrangement to avoid any fees and charges applied.

#### Example:

If a cardholder uses a card to purchase fuel at a petrol station by swiping their card at a fuel pump POS facility and selecting the 'credit' or 'Debit Mastercard' button, an authorisation amount will be processed to their account to cover the anticipated amount of the purchase. The authorised amount may remain on the account and the available balance will be temporarily reduced by the authorised amount until the actual purchase amount is processed by us or until the original authorisation request expires. This authorisation process will not occur if the cardholder presses the 'cheque' or 'savings' button at the fuel pump.

## 35. Rules about your Westpac Business Debit Mastercard.

### 35.1 Westpac Business Debit Mastercard does not provide credit.

Westpac does not agree to provide any credit in respect of your Westpac Business Debit Mastercard. Using the 'credit' or 'Debit Mastercard' option at an Electronic banking terminal or using a Contactless terminal to make withdrawals or purchases with your Business Debit Mastercard gives access to the available funds and does not provide any credit in respect of your account.

There is no agreed credit limit for your Westpac Business Debit Mastercard. However, it may be possible to overdraw your account. If you do overdraw your account we may charge you interest on any overdrawn amount. Refer to the 'Interest rates that may apply to you' section.

### 35.2 Cards and PINs.

Cards will be mailed to you after the account is opened. Cards will be issued up to 10 Business days after an application is processed provided you meet eligibility criteria (including identification requirements). A card is valid only if it has been signed by the Cardholder and is used during the validity period shown on the card. Each Cardholder must destroy any card that is no longer valid by immediately cutting it into several pieces and disposing of them securely.

A Cardholder's PIN may be a four digit number allocated to them by us, or it may be a four to six digit number or word that they have personally selected. A Cardholder has the option of changing their PIN to one of their own choice at any time (including where a record of the PIN has been lost or stolen). Visit [westpac.com.au](http://westpac.com.au) to find out how. A PIN is effectively an electronic signature that cannot be forged and therefore is much more secure than a written signature.

If a Cardholder is travelling overseas they will need to have a four-digit PIN, as not all countries have the same ATM system and many overseas ATMs don't permit entry of a PIN as a word.

For information on liability for Westpac Business Debit Mastercard, usage and PIN protection please refer to 'Security and Liability for cards' section within this document.

### 35.3 Card validity and expiry.

When Cardholders receive their card, for security reasons, they must sign it immediately. It should only be used until the expiry date. As soon as a card expires, you must ensure that each Cardholder must destroy it by cutting it into several pieces and disposing of them securely.

### 35.4 Card limits.

A default daily transaction limit of \$8,000 will apply to a Full access card when the card is used for the transaction types listed in the table below. At times, transactions may go through even if the transaction exceeds the limit, or the transaction will exceed the available funds in the linked account. For example, when a transaction does not require our authorisation (including recurring payments), estimated, initial and subsequent authorisations (that will be adjusted once the final amount is processed or expires), when systems are unavailable, or when transaction vouchers are manually processed by a merchant.

A default daily cash withdrawal limit of \$1,000 applies to a Full access card. Some peer-to-peer withdrawals may be treated as a cash withdrawal.

A Full access Cardholder can view or change daily limits at any time using Online Banking or via the App. The daily transaction limit can be removed, and the daily cash withdrawal limit can be increased to \$2,000. If the Cardholder sets a higher limit, your liability for unauthorised transactions may increase.

Daily transaction limit for Limited access cards is set out by Account holder or Account signatory. See table below.

These limits apply when the card is used in Australia or overseas. The following table sets out the default limits by transaction type that the Cardholder can transact or debit from all the account(s) linked to the card in one calendar day:

Transaction type	Full access card	Limited access card
<ul style="list-style-type: none"> <li>• POS including Contactless transaction</li> <li>• Online or over the phone</li> <li>• Recurring payments</li> <li>• Mail order</li> </ul>	\$8,000	As set by Account holder or Account signatory
<ul style="list-style-type: none"> <li>• Cash withdrawals through ATM</li> <li>• cash-out at a POS terminal</li> <li>• Bank@Post cash withdrawal</li> </ul>	\$1,000	N/A
<ul style="list-style-type: none"> <li>• over-the-counter branch withdrawals</li> </ul>	Limit does not apply	N/A

Daily transaction limits can be updated by the following:

	Full access card	Limited access card
Cardholder	Yes - Online Banking, via the App and by contacting us	No - request by Account holder or Account signatory
Account holder and Account signatory who is not the Cardholder	Yes - by contacting us	Yes - by contacting us

In deciding whether a limit needs to be increased or decreased, bear in mind that the higher the limit, the more funds will be able to be withdrawn through Electronic banking terminals by any unauthorised Person who may come into possession of a card, or card and PIN.

For more information on card limits and changes to card limits please refer to the Business Debit Mastercard Terms and Conditions.

### 35.5 Card cancellation.

We may cancel your card by providing you with 30 days' written notice acting reasonably. We may also cancel any card at any time (without prior notice) to protect the Account holder or us from material risks including fraud, unauthorised access or other losses, to manage criminal, regulatory and associated risk.

Once a Cardholder is notified of the cancellation, they must not use their card. They must destroy it by immediately cutting it into several pieces and disposing of them securely.

You, or any authorised User in Online Banking may cancel a Card linked to an eligible account at any time, via Online Banking.

You can also cancel any Card by calling us on 132 142 or by returning the Card to us.

For security reasons, we recommend that you or the person requesting the Card cancellation advise the Card holder to destroy the physical Card upon confirmation of the cancellation.

If you close your accounts or where the card has been cancelled, you (the Account holder) will remain liable for transactions:

- made using the card prior to or after its cancellation or closure of the accounts; or
- made using the card number for mail, internet, telephone and standing order transactions which have not been cancelled prior to termination.

The Cardholder may be liable to the Account holder for any use of a card after the Cardholder has received notice of its cancellation.

### 35.6 Card re-issue.

We may issue a new card at any time. We may not re-issue a card to you only in circumstances where it is reasonable for us not to and to meet our regulatory obligations.

### 35.7 Withdrawals at branches and other financial institutions.

The minimum withdrawal amount may vary between financial institutions. Before a cash withdrawal is processed in Australia a Cardholder may be required to provide a second form of identification, such as a passport or driver's licence. Overseas, a passport will be required for Westpac Business Debit Mastercards only.

### 35.8 All cards remain our property.

All cards remain the property of the Bank and you and each Cardholder are required to return the card to us on:

- our request;
- cancellation of a card;
- closure of all of the accounts which are linked to your card;
- termination of your authority to operate all accounts which are previously linked to the cards.

If all the accounts linked to the Westpac Business Debit Mastercard are closed, the cards will be automatically cancelled.

### 35.9 International transactions.

Westpac Business Debit Mastercard customers can access their funds in their linked default account at any international ATM or POS terminal where the Mastercard logo is displayed and any Contactless terminal where the Mastercard contactless logo is displayed.

At overseas ATMs a Cardholder cannot use their Westpac Business Debit Mastercard to make deposits or transfer funds between accounts linked to their card. To access funds from your primary account at overseas ATMs using your Westpac Business Debit Mastercard, select the 'credit' option.

Foreign Transaction Fees apply to all overseas POS and Mastercard transactions. If the amount of the transaction is more than your Available balance, the transaction may be rejected and no fees will be charged. Refer to the section titled 'ATMs' for information on fees that may be charged for overseas ATM transactions.

Fees charged to Westpac by Mastercard<sup>®</sup> Worldwide during the conversion process are passed on to you by us and incorporated in the Foreign Transaction Fee. For details of these fees charged please refer to this document.

Mastercard Worldwide processes foreign currency transactions, including charges incurred and refunds made, and converts these transactions into Australian dollars. Transactions that are made in foreign currencies other than United States dollars are converted into United States dollars before being converted into Australian dollars. The exchange rate used for conversion is either a government mandated exchange rate or a wholesale exchange rate, selected by Mastercard Worldwide for the applicable currency on the day the transaction is processed. That rate may differ from the rate applicable to the date the transaction occurred, or the date when the transaction is posted to your account.

Transactions made outside Australia which are converted with your agreement into Australian dollars by the merchant or financial institution at the point of transaction using exchange rates selected by them are subject to a Foreign Transaction Fee.

Please note that exchange rates quoted by Westpac in Australia are not used to convert foreign currency transactions to the Australian dollar equivalent.

To facilitate the processing of card transactions, information relating to your card details and transaction details may be processed by Mastercard Worldwide in countries other than Australia. By making a cash withdrawal with your Business Debit Mastercard or a purchase using your Business Debit Mastercard, you agree that information regarding the transaction may be processed outside Australia.

### 35.10 Fraud Detection System.

We may block or place a stop on a card if any account the card is linked to is transacted on in such a way that we suspect fraudulent use of a card.

Whether you are purchasing goods or services online, by phone or pressing the 'credit' or 'Debit Mastercard' option on a POS terminal or holding your card in front of a Contactless terminal, the fraud detection system will help to protect your Westpac Business Debit Mastercard from fraudulent transactions 24 hours a day, 7 days a week. The fraud detection software monitors your usual card spending and can detect unusual spending patterns or transactions. If the system identifies a transaction as being suspicious, Westpac will contact you to confirm if the transaction was yours.

### 35.11 What to do if you want to dispute a Westpac Business Debit Mastercard transaction.

In some circumstances, card scheme rules allow us to charge a Westpac Business Debit Mastercard transaction on the account back to the merchant with whom you made the transaction. This is known as a chargeback.

You should report a disputed Westpac Business Debit Mastercard transaction to us as soon as possible so that we may reasonably claim a chargeback right. Chargeback rights are not available for all types of transactions. For example, we cannot claim a chargeback in relation to BPAY Payments from the account. If it is available, we will claim a chargeback right for a transaction on your account if:

- you ask us to do so; and
- you give us the information and material we require to support a chargeback,

within 30 days after the date of the statement on which the transaction is recorded. Otherwise any chargeback right we have may be lost.

The timeframe for disputing a transaction may not apply where the ePayments Code applies.

### 35.12 Statements.

Cardholders should keep all voucher and transaction records given to them when using a card.

You can use these to verify the transactions on your account.

# Security and liability for cards

Anyone who has a card and its PIN, can make transactions on your accounts. You and each Cardholder must take special care to protect them.

## 36. Protecting cards and PINs.

### 36.1 Protecting cards.

To protect a card each Cardholder must:

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

### 36.2 Card and PIN.

If a Cardholder makes a record of their PIN they must keep it separate and well away from the card unless the PIN is reasonably disguised. However, to minimise the risk of unauthorised transactions occurring on your account, it is best to keep the PIN record, even if disguised, separate and well apart from the card.

For example, a Cardholder must not keep a card and undisguised PIN together in:

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

### 36.3 Protecting a PIN.

To protect your PIN you and each Cardholder must:

- try to memorise it;
- destroy our letter advising the PIN (if applicable);
- not write the PIN on the card, even if it is disguised;
- not keep a record of the PIN with or near the card;
- not tell anyone the PIN, including family members, and friends;
- if you or a Cardholder selects their own PIN, not select a number or word that can be easily guessed, such as part of the data imprinted on the card, a previously selected PIN, consecutive numbers, one number repeated or numbers which form a pattern, or that can easily be associated with them, such as date of birth, telephone number, driver's licence number and so forth;
- make sure that nobody watches when the PIN is entered at Electronic banking terminals;
- never enter the PIN in an Electronic banking terminal that does not look genuine, has been modified, has a suspicious device attached to it or is operating in a suspicious manner;

- be ready to make a transaction when they approach an ATM or POS terminal;
- make sure that they do not leave anything behind when they complete a transaction including leaving the card unattended in or at an ATM;
- notify us immediately if the PIN mailer has not been received intact, or if a PIN change has taken place without being requested. If a Cardholder makes a record of their PIN they must either take reasonable steps to prevent unauthorised access to the record or ensure the record is reasonably disguised. We do not consider that they have made a reasonable attempt to disguise a PIN if they only:
  - record it in reverse order;
  - record it as a series of numbers with any of them marked to indicate the PIN;
  - record the PIN as a telephone number with the PIN in its correct sequence anywhere within the telephone number;
  - record the PIN as a telephone number where no other telephone numbers are recorded;
  - disguise the PIN as a date or as an amount.

There may be other forms of disguise which may be similarly unsuitable because of the ease of another Person working out the PIN.

### 36.4 Loss or theft of a card or PIN.

A Cardholder must immediately notify us if their card or PIN record is lost or stolen, or they suspect that unauthorised transactions have been made on any account. This will enable us to put a stop on the card straight away preventing or minimising losses resulting from unauthorised transactions and your potential liability for such losses (see 'When the Account holder is liable' below). The best way to contact us is by visiting a Westpac branch or calling our cards Customer Service Centre on 1300 651 089.

If you are calling about a lost or stolen card from overseas, call the International Operator to book a reverse charge call to +61 2 9155 7700. Please note that calls made from mobile phones or hotel rooms may attract additional charges, not covered by the reverse charge service.

If a Westpac Business Debit Mastercard is lost overseas the Cardholder may report the loss to:

- Mastercard Global Cardholder Services;
- any financial institution displaying the Mastercard logo.

We will give the Cardholder a notification number or some other form of acknowledgment which they should retain as evidence of the date and time of the report.

We may require the Cardholder to confirm the report at one of our branches and complete certain documentation.

If a Cardholder can't contact us by phone because our emergency telephone numbers are not available, you will not be responsible for unauthorised use of your card which could have been prevented if the Cardholder were able to contact us by phone.

The Cardholder must, however, tell us of the loss or theft of the card within a reasonable time from the re-establishment of our telephone reporting facilities.



### 36.5 When the Account holder is not liable.

The Account holder will not be liable for losses resulting from unauthorised transactions where it is clear that the Cardholder has not contributed to the loss.

The Account holder will not be liable for losses resulting from unauthorised transactions that:

- are caused by the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements or of merchants (i.e. providers of goods or services) who are linked to the electronic funds transfer system or of their agents or employees; or
- require the use of the card and/or PIN and happen before the Cardholder receives their card and/or PIN (including a replacement or reissued card or PIN). For the avoidance of doubt, receiving a PIN includes setting a PIN for the first time when a card is first issued; or
- happen after we have been notified that a card has been misused, lost or stolen or that the security of any PIN has been breached; or
- happen after you have requested us to cancel a card and have either returned the card to us, or taken all reasonable steps to have the card returned to us (see 'card cancellation'); or
- are made with a card that is forged, faulty, expired or cancelled; or
- are the result of the same transaction being incorrectly debited more than once to the same account.

### 36.6 When the Account holder is liable.

The Account holder is liable to the Bank for:

- any non-observance of these terms and conditions by any Cardholder; and
- use of a card or any transaction arising out of use of a card by any Cardholder or by another Person with the Cardholder's knowledge and consent.

The Account holder will be liable for losses resulting from transactions which are carried out by the Cardholder, or by another Person with the Cardholder's knowledge and consent.

The Account holder will be liable for actual losses resulting from unauthorised transactions caused by the Cardholder:

- unreasonably delaying notifications of their misuse, loss or theft of their card, their PIN becoming known to someone else; or
- engaging in fraud; or
- voluntarily disclosing their PIN to anyone, including a family member or friend; or
- keeping a record of a PIN:
  - without making a reasonable attempt to disguise it or to prevent unauthorised access to it; and
  - in a way that it could be lost or stolen with their card; or
- writing their PIN or a disguised record of their PIN on their card; or
- selecting a PIN which represents their birth date, or being an alphabetical code which is a recognisable part of their name, after we have asked them not to select such a PIN and told them of the consequences of doing so; or

- acting with extreme carelessness in failing to protect their PIN.

However, the Account holder will not be liable to pay for:

- that portion of the losses incurred on any one day which exceed the daily transaction limit applicable to the card or any account(s) which are linked to the card; or
- that portion of the losses incurred which exceed the balance of the account(s), including any pre-arranged credit.

### 36.7 When limited liability applies.

The Account holder will only be liable for losses resulting from unauthorised transactions to a limited extent, in circumstances where it is unclear whether the user contributed to the loss. The Account holder's liability in such cases will be the least of:

- \$50; or
- the balance of the linked account(s), including any pre-arranged credit; or
- the actual loss at the time we are notified of the misuse, loss or theft of the card or PIN.

# General matters

## 37. Banking Code.

The relevant provisions of the Banking Code apply to banking services described in this document if you are a Small business or an individual who is not treated as a business under the Banking Code.

## 38. Feedback and Complaints.

### Delivering on our service promise.

We're constantly striving to provide the best possible service, and we'll do our best to resolve any concern you have efficiently and fairly.

### Our commitment to you.

If you're ever unhappy about something we've done – or perhaps not done – please give us the opportunity to put things right.

Our aim is to resolve your complaint within 5 Business days, and where possible we will resolve your complaint on the spot. If we need additional time to get back to you, we will let you know. Should we be unable to resolve your concern at your first point of contact, we will then refer the complaint to our dedicated Customer Managers in our Customer Solutions team.

Our Customer Solutions Customer Managers are here to find a solution for you and will ensure that you're regularly updated about the progress we are making to resolve your complaint.

### You can contact us:

- 📞 Please call us from anywhere in Australia on 132 142. If you are overseas, please call +61 2 9155 7700.
- ✉ [westpaccustomersolutions@westpac.com.au](mailto:westpaccustomersolutions@westpac.com.au)
- 🏠 Westpac Customer Solutions  
Reply Paid 5265, Sydney NSW 2001
- 📍 If you prefer to tell us in Person, go to our website to locate your nearest branch.

For further information go to our website and search 'Feedback and Complaints'.

### If you are still unhappy.

If you are not satisfied with our response or handling of your complaint, you can contact the external dispute resolution scheme, the Australian Financial Complaints Authority (AFCA).

### Australian Financial Complaints Authority.

The Australian Financial Complaints Authority (AFCA) provides a free and independent service to resolve complaints by consumers and Small businesses about financial firms (e.g. banks), where that complaint falls within AFCA's terms of reference.

The contact details for AFCA are set out below.

Australian Financial Complaints Authority

**Online:** [www.afca.org.au](http://www.afca.org.au)

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Phone:** 1800 931 678 (free call)

**Post:** Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001

## 39. What happens if your details change?

If your address or other relevant details change, please notify us as soon as possible. Please also notify us of any change to your legal status or structure (including any change of name, change of trustee, partnership or office holders changes, bankruptcy or, if applicable, de-registration, winding up, dissolution or any analogous event). In each case, this can be done easily by calling us or visiting one of our branches. Depending on the nature of the change, we may ask that you provide us with further information (such as evidence of your change of name).

If the account signatories change, please notify us as soon as possible by visiting any of our branches.

Please note that unless you give us adequate prior notification of changes to your relevant details, unfortunately we will not be responsible for any resulting errors or losses.

## 40. Privacy.

Westpac's Privacy Statement explains our commitment to the protection your personal information.

You may obtain a copy of our Privacy Statement by:

- calling us on 132 1 42;
- asking at any of our branches; or
- visiting [westpac.com.au/privacy/privacy-statement](http://westpac.com.au/privacy/privacy-statement)

## 41. Duty of Confidentiality.

The Bank has a general duty of confidentiality towards you, except in the following circumstances:

- where disclosure is compelled by law;
- where there is a duty to the public to disclose;
- where the interests of the Bank require disclosure; or
- where disclosure is made with your express or implied consent.

You acknowledge that Westpac has reporting obligations to certain governing bodies in relation to Statutory Trust Accounts, Project Trust Accounts, Retention Trust Accounts, and other trust accounts held for the purposes of holding money on trust for your clients. You acknowledge that Westpac may be required to report any overdrawing, dishonour of cheques or unusual activity to the governing body. You consent to us disclosing your personal information and any other information about your account to these governing bodies, including providing access to your account transaction history.

## 42. The amounts we pay our staff.

STVR and non-cash awards are used to recognise the contribution made by employees against agreed goals. The contribution of an employee is measured based on their holistic contribution across a mix of financial, customer and non-financial goals relevant for their role. The types of goals may include, but are not limited to, financial (e.g. sales or referrals of financial products and other products), behaviours in line with our Values, customer service, risk and compliance, people and corporate responsibility requirements.

STVR and non-cash awards are provided on a discretionary basis and may vary from time to time. It is not possible to determine at any given time whether an employee will receive a STVR and non-cash awards referred to above.

## 43. Special offers.

We may publish promotional material about a special offer that includes details of special deals and banking benefits provided by Westpac or other related companies. In this case, we reserve the right to withdraw, vary or replace benefits, or the conditions under which they are available, at any time.

## 44. Marketing Communications.

We will use your personal information to send you offers for products and services we believe may be of interest and value to you (including by email, SMS or other means) unless you have previously told us that you do not want to receive marketing offers from us. The products and services offered may be provided by us or one of our third-party partners. If you do not want to receive direct marketing offers from us, you can manage your marketing preferences in your online banking profile, let us know using the contact details in our [Privacy Statement](#) or follow the opt-out instructions in the message.

## 45. When we may delay or refuse transactions.

In some circumstances, including where we consider it reasonably necessary to meet our regulatory and compliance obligations (including those relating to anti-money laundering and counter-terrorism financing) or to manage associated risk, we may, without giving you notice:

- block or place a stop on your card; and/or
- delay, block, freeze or refuse a transaction.

Examples of when we may take these measures include where we have reasonable grounds to believe that:

- a transaction may breach Australian law or sanctions (or the law or sanctions of any other country); or
- a transaction involves a payment to, from or through a Sanctioned Jurisdiction; or
- your account, Online Banking and/or card is being used in a manner we reasonably consider is unsatisfactory, fraudulently or in a way that might cause you or us to lose money; or
- you do not provide us with any document or information we reasonably request from you.

We may take these measures for as long as we reasonably need. Westpac and its correspondents are not liable for any loss you suffer (including consequential loss) in connection with the relevant product(s).

You provide us with the following undertakings and indemnify us against any potential losses arising from any breach by you of such undertakings:

- you must not initiate, engage in or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country) or that involves a payment to, from or through a Sanctioned Jurisdiction;
- you will not access or use your Online Banking in a Sanctioned Jurisdiction.

You should also be aware that:

- we may from time to time require additional information from you to assist us to comply with our regulatory and compliance obligations or to manage associated risk; and
- where legally permitted to do so, we may disclose the information gathered to regulatory and/or law enforcement agencies, other banks, other members of the Westpac Group, service providers or to other third parties.

## 46. Payments made in error.

Where we reasonably believe that a payment made to your account may be a payment made in error, we may, without your consent, deduct from your account an amount no greater than the payment amount made in error and return it to the understood source of origin or as required by law, code or regulation. A payment made in error includes a fraudulent payment, a payment as a result of a scam affecting you or another person, an over payment, a duplicate payment or a payment error made by us. We will take steps, acting reasonably, to contact you

in relation to a payment made in error where we consider it relates to a scam or fraud, unless we are unable. See the 'Mistaken internet payments' section for more information.

## 47. Mistaken Internet Payments.

This clause does not apply to:

- (a) BPAY payments.
- (b) business customer 'Pay Anyone' payments made by business or institutional customers; and
- (c) any other payment method, other than payments received from a personal customer as a 'Pay Anyone' payment, an Osko Payment or a Basic Single Credit Transfer.

You should report Mistaken Internet Payments to us as soon as you become aware of them. You can report Mistaken Internet Payments to us in Online Banking, by visiting a Westpac branch or by calling us.

We'll give you a notification number or some other form of acknowledgment which you should retain as evidence of the date and time of your report.

If we are satisfied that you have made a mistaken internet payment, we will, as soon as reasonably possible (and by no later than 5 business days of your report), send a request to the receiving institution for the return of the funds.

If the receiving institution subscribes to the Code and they are satisfied that a mistaken internet payment was made, they are required to follow the process for recovering the payment that we described under the section, 'Where you receive a mistaken internet payment'.

We will acknowledge receipt of your report of a mistaken internet payment, conduct an investigation into that mistaken internet payment, and inform you in writing of the outcome of our investigation within 30 business days of the day on which you made the report.

If you are unhappy with how your report was dealt with, you have a right to complain to us. Information on our complaints procedure is set out in this document. If you are still not satisfied with our response or handling of your complaint, you have the right to complain to the external resolution scheme, the Australian Financial Complaints Authority (AFCA). AFCA's contact details are set out in the 'Feedback and Complaints' section of this document.

### 47.1 How we deal with Mistaken Internet Payments.

Mistaken Internet Payments will be dealt with by us in accordance with the ePayments Code, where that Code applies to the payment. This section provides a summary of the processes in that Code.

We may be the sending institution, that is the financial institution whose customer made the payment or the receiving institution, that is the financial institution whose customer received the payment (this customer is the unintended recipient of the payment). We will be the sending institution where the payment is made from your Westpac Account. We will be the receiving institution where the payment is made to your Westpac Account.

Where a financial institution other than us is the receiving or sending financial institution, we can't guarantee that it'll follow the processes in the ePayments Code. A financial institution is unlikely to follow these processes if it is not an authorised deposit-taking institution for the purposes of the Banking Act. We are not liable for any loss suffered if it doesn't follow those processes.

Where the sending institution is not satisfied that a payment is a Mistaken Internet Payment, it is not required to take any further action, however it may choose to contact the unintended recipient and explain that a Person has claimed that a transaction was mistaken.

Notwithstanding anything set out below, where the unintended recipient of the Mistaken Internet Payment is receiving income support payments from Services Australia or the Department of Veterans' Affairs, the receiving institution must recover the funds from that recipient in accordance with the Code of Operation: Recovery of Debts from Customer Nominated Bank Accounts in receipt of Services Australia income support payments or Department of Veterans' Affairs payments.

Where you or another financial institution advises us that you are, or we think you may be, the sender or recipient of a Mistaken Internet Payment, you must give us, as soon as reasonably practicable and within the time we request, any information we reasonably require to enable us to determine whether the payment was a Mistaken Internet Payment.

### 47.2 Where sufficient funds are available in the unintended recipient's account.

Where the sending institution is satisfied that the Mistaken Internet Payment occurred and there are sufficient credit funds available in the account of the unintended recipient to the value of the Mistaken Internet Payment, the process that will apply will depend upon when the report of the mistaken transaction is made.

### 47.3 Where the report is made within 10 Business days of the payment.

If the receiving institution is satisfied that a Mistaken Internet Payment has occurred, it will return the funds to the sending institution within 5 Business days of the request or any reasonably longer period up to a maximum of 10 Business days.

### 47.4 Where the report is made between 10 Business days and 7 months of the payment.

The receiving institution will investigate the payment and complete the investigation within 10 Business days of receiving a request.

If the receiving institution is satisfied that a Mistaken Internet Payment has occurred, it will prevent the unintended recipient from withdrawing the funds for a further 10 Business days and notify the unintended recipient that they will withdraw the funds if that recipient does not establish they are entitled to the funds within that 10 day period.

If the unintended recipient does not establish they are entitled to the funds within that time, the receiving institution will return the funds to the sending institution within 2 Business days of the end of that period.

#### 47.5 Where a report is made more than 7 months after the payment.

If the receiving institution is satisfied a Mistaken Internet Payment occurred, it must seek the consent of the unintended recipient to return the funds.

In each case where the receiving institution is not satisfied that a Mistaken Internet Payment has occurred, it may (but is not required to) seek consent of the unintended recipient to return the funds.

In each case, where the funds are returned to the sending institution, it will return the funds to the source Account as soon as practicable.

#### 47.6 Where sufficient funds are not available.

Where both the sending and receiving institution are satisfied that a Mistaken Internet Payment has occurred but there are not sufficient credit funds available in the account of the unintended recipient, the receiving institution will use reasonable endeavours to recover the funds from the unintended recipient.

#### 47.7 Where you receive a Mistaken Internet Payment.

Where:

- both we and the sending institution are satisfied that a payment made to your account is a Mistaken Internet Payment; and
- sufficient credit funds are available in your account to the value of that payment; and
- the Mistaken Internet Payment is reported 7 months or less after the payment; and
- for Mistaken Internet Payments reported between 10 Business days and 7 months of the payment, you don't establish that you are entitled to the payment within the relevant 10 Business day period referred to in clause 47.4,

we will, without your consent, deduct from your account an amount equal to that mistaken payment and send that amount to the financial institution of the payer in accordance with clause 47.3 or 47.4 above.

If there are insufficient funds in your account, you must co-operate with us to facilitate payment by you of an amount of the Mistaken Internet Payment to the payer.

We can prevent you from withdrawing funds that are the subject of a Mistaken Internet Payment where we are required to do so to meet our obligations under the ePayments Code.

#### 47.8 Liability for losses arising from Mistaken Internet Payments.

You must ensure that Internet payment details are correct. You and any User are solely responsible for providing correct payment details including amount and payee details. We will return to you any funds recovered by us on your behalf from an unintended recipient in respect of a Mistaken Internet Payment in accordance with this clause 47, but otherwise have no liability to you or your user for any payment made in accordance with details provided by you or your user including Mistaken Internet Payments.

### 48. Changes to Terms and Conditions.

At various times, we may make changes without your consent to the terms and conditions relating to:

- fees and charges (including their amount, frequency, and times for payment and to introduce new fees and charges);
- interest rates;
- how interest is calculated, charged or paid to your account or to the balance tiers which determine the interest rate or rates;
- transaction limits;
- the types of transactions performed or ways you can access or transact on your account;
- eligibility requirements in relation to your account; or
- the features of your account or of a product or service.

We'll always let you know if, for any reason, the terms and conditions of your account change. However, advance notice may not be given where a change has to be made to immediately restore or maintain the security of our systems or of individual accounts or facilities. We may give you a shorter notice period, or no notice, of an unfavourable change if it is reasonable for us to manage a material and immediate risk. Unless otherwise specified in this document, we may notify you of changes as set out in the following table:

Type of change	Time frame	Method of notification
<b>Introducing a new fee or increasing an existing fee</b>	30 days in advance	In writing, electronically or through media advertisement
<b>Interest rate changes</b>	No later than the date of the change, except where the rate is linked to money market rates or other rates – changes to which we cannot notify you of in advance	
<b>Change in the way interest is calculated, charged or paid to your account – or to the balance tiers which determine the interest rate or rates</b>	30 days in advance	

Type of change	Time frame	Method of notification
<b>Government charges</b>	In advance of the change, or reasonably promptly after the government, a government agency or representative body notifies us, unless the change has been publicised by the government, a government agency, or representative body	In writing, electronically or through media advertisement
<b>Any other change to a term or condition.</b>	As soon as reasonably possible (which may be before or after the change is made) or, if the change is unfavourable, at least 30 days before the change takes effect	

By 'electronically', we mean:

- electronic communication to your nominated electronic address (i.e. email address); or
- making particulars of changes available at our website and sending to your nominated electronic address a notification that the changes can be retrieved from [westpac.com.au](http://westpac.com.au)

We may also make any other changes to the terms and conditions without your consent at any time:

- as a result of any change or anticipated change in:
  - circumstances relating to the account or product or service such as, for example, changes in technology or our systems or procedures or product mix or changes to the risks of, or the features or benefits of, the account or product or service; or
  - our structure or financial position, including our cost of funds and liquidity; or
  - industry, market or best practice; or
- for prudential reasons; or
- if we reasonably think the change should be made:
  - to meet our legal obligations or as a result of any change or anticipated change to a relevant law, code of guidance; or
  - to reflect judgments of any court or tribunal or guidance or views of any regulator or external dispute resolution service of which we are a member; or
  - to correct errors, inaccuracies or ambiguities; or
  - to streamline the administration of the account or product or service; or

- on the basis that it is impractical for us to continue without the change; or
- for reasons of security; or
- to make them clearer or simpler.

## 49. Australian Government Financial Claims Scheme.

If you have a deposit account with us, you may be entitled to a payment under the Financial Claims Scheme (FCS) in certain circumstances. The FCS is run by the Australian Government to protect customer bank account deposits held in Australian Authorised Deposit-Taking Institutions. Payments under the Financial Claims Scheme are limited for each customer. You can find out more information about how the FCS limit is applied by visiting [westpac.com.au](http://westpac.com.au) and searching Financial Claims Scheme. You can also obtain more information about the FCS at [www.fcs.gov.au](http://www.fcs.gov.au).

## 50. Tax Reporting Obligations.

We are required under domestic and international laws to collect and report financial and account information relating to individuals and organisations who are, or may be, foreign tax residents. We may ask you whether you or any shareholder, beneficiary, settlor or controlling person are a foreign tax resident from time to time, such as when you open an account with us, or if your circumstances change. If you do not provide this information to us, including information about the foreign tax identification number for all countries you or any shareholder, beneficiary, settlor or controlling person are a foreign tax resident of, we may be required to limit the services we provide to you. This could include not opening your Product, or limiting functions or services of your Product, or closing it.

Unless you tell us otherwise, by completing any application for products covered by these terms and conditions, you certify that you, any shareholder, named beneficiary, settlor or controlling person is not a foreign tax resident. You must tell us if you, or any shareholder, named beneficiary, settlor or controlling person is, or becomes, a foreign tax resident (unless an exemption applies, such as for shareholders of listed companies). Where there are no named beneficiaries (e.g. for beneficiaries identified only as a class) you must tell us if a beneficiary is a foreign tax resident immediately when any decision is made to identify such beneficiary and, in any case, before such distribution is to be made to them. You may contact us to provide foreign tax residence information by calling 1300 725 863. We cannot give tax advice, so please contact your independent tax advisor if you need help finding out whether any person is a foreign tax resident.

## 51. Reasonableness.

We will act fairly and reasonably in accordance with our legitimate business interests in exercising our rights and discretions under these terms and conditions.

# Definitions

To assist you with reading this document, listed below are some definitions for terms which are expressed throughout this document.

Wherever we refer to **'Bank'**, **'the Bank'**, **'Westpac'**, **'we'**, **'us'** and **'our'** in this document, we mean Westpac Banking Corporation.

Wherever we refer to **'the bank'**, **'a bank'**, **'other bank'** or **'another bank'**, we mean any bank or financial institution which is not part of the Westpac Group.

**Access authority form** is a written application or authority submitted by you to the Bank in a prescribed form detailing the accounts, Groups, Group users, Access levels, contact Person plus other details to enable the Bank to permit access to Group Telephone Banking by Group users.

**Access level** is the level of access granted by an Account holder to a nominated Group user of Online Banking or Group Telephone Banking, where the Group user is allowed to perform the type of transactions nominated for the account(s) within their Group. Please refer to the Online Banking Terms and Conditions and the Group Telephone Banking Terms and Conditions for the types of Access levels applicable.

**Account holder or you** is the Person(s) in whose name an account is conducted and who is responsible for all transactions on the account.

**Account signatory** means each Person or Persons the Account holder authorises to operate one or more of their accounts independently.

**Additional cardholder** means each Person (other than a Primary cardholder) the Account holder nominates as a Cardholder to whom we issue a card.

**ATM** means an Automated Teller Machine operated by us or someone else.

**Available balance** means the Current balance less any unsettled transactions (including cheques deposited that have not yet been cleared or Westpac Business Debit Mastercard transactions pending authorisation) plus any credit limit you may have on your account for accounts with overdraft arrangements.

**Bank@Post™** includes selected Australia Post Offices where you can deposit or withdraw cash and check your account balance.

**Banking Code** means the Australian Banking Association's Banking Code of Practice as updated, and adopted by us, from time to time.

**Banking day** means a day that is not a Saturday or Sunday and which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia, and typically excludes national public holidays.

**Basic Single Credit Transfer** means a credit payment message, other than an overlay service payment or an international funds transfer instructions payment, sent by a New Payments Platform (NPP) participant via the NPP basic infrastructure for the benefit of a payee with another NPP participant.

**BIF Act** means the *Building and Construction Industry Fairness (Security of Payment) Act 2017* (Qld).

**Business day** Where we mention 'Business day' within this document we are referring to any weekday when the Bank is open for business in any State or Territory of Australia. If the Bank is closed in all States and Territories then that day will not be a Business day. If the Bank's offices are closed in your State or Territory but open in other States or Territories then the Bank will still regard that day as a Business day in every State or Territory. Saturday and Sunday are not classified as Business days even though branches may be open for business.

**Business Network** means as "Business Network" is defined in the Online Banking Terms and Conditions.

**Card** means any authorised card issued by us for your account or for which we allow you to link to your account including a Westpac Business Debit Mastercard.

**Cardholder** means each Person who has been issued a card including a Primary cardholder or an Additional cardholder.

**CDM** means any authorised online Coin Deposit Machine where you can deposit coins.

**Cheques Written** or **Cheques Collected/Deposited** includes:

- cheques drawn on your account and prepared by you
- cheques deposited

**Contactless terminal** means an Electronic banking terminal which can be used to make a Contactless transaction.

**Contactless transaction** means a transaction made by holding your card (which is capable of making a Contactless transaction) in front of a Contactless terminal and without having to insert or swipe the card.

**Contracted Party** or **Contracting Party** has the same meaning as in the BIF Act.

**Current balance** means the total balance in your account which may include any uncleared funds.

**Direct debit** means a payment you have authorised a third party (this includes a Person, company, or merchant) to debit from your account at set times, by using your BSB and account number.

**eftpos** means debit card payment system owned and administered by eftpos Payments Australia Ltd ABN 37 136 180 366.

**Electronic banking terminal** means any authorised terminal or device in which you can use your card and PIN. This includes:

- Westpac branch terminals in Australia;
- ATMs
- ATMs overseas bearing the Mastercard logo (Business Debit Mastercard only);
- ATMs overseas bearing the Cirrus® logo;
- electronic funds transfer at point of sale (POS) terminals; or
- any other authorised terminal or device connected to the Bank's electronic banking system from time to time.

**ELNO** means the specified Electronic Lodgment Network Operator (ELNO). See clause 11 for information regarding the ELNOs.

**Foreign Transaction Fee** means the charging of both the Westpac On-Charged Scheme Fee plus the Westpac Processing Fee (where applicable).

**Full access card** means a Westpac Business Debit Mastercard in respect of which the Cardholder has full access to all features of each account to which the Westpac Business Debit Mastercard is linked.

**Group** means the group of accounts nominated by the Account holder(s) on the Access authority form in which an account it owns may be included. This may include grouping the holder's account(s) with the account(s) of a Group user (to the extent nominated by the holder on the Access authority form), and between which transactions at the authorised Access level may take place.

**Group number** means the two-digit number provided to you or the contact Person by the Bank and lodged by you with the Bank, which identifies the specific Group to which a Group user has access. There may be more than one Group number belonging to each customer number.

**Group user** means the Person permitted by you as the Account holder(s) to have access to your account(s) to conduct transactions according to the Access level granted by you.

**Limited access card** means a Westpac Business Debit Mastercard in respect of which the Cardholder may only access in the manner set out in 'A guide to using your card' section of this document the primary account to which the Westpac Business Debit Mastercard is linked.

**Mistaken Internet Payment** means a payment, other than one made using BPAY, by an individual (being a Person captured by the ePayments Code definition of 'user') that is a Basic Single Credit Transfer or is made through a 'Pay Anyone' or 'Pay to Mobile' internet banking facility and processed through direct entry or Osko, where the funds are paid into the account of an unintended recipient because the user enters or selects a BSB and account number and/or an account identifier that does not belong to the intended recipient as a result of the individual's error or the individual being advised of the wrong number and/or identifier. This excludes payments made as a result of a scam.

**Netted interest arrangement** is a formally documented account arrangement that allows the credit and debit balances of accounts within the arrangement to be notionally combined for interest calculation purposes only.

**Notice of Authority** is a written acknowledgment, in the prescribed form, provided to the Bank by a customer permitting access to Group Telephone Banking by an authorised Person.

**NPP** means the New Payments Platform operated by NPP Australia Limited.

**Online Banking** means Westpac Online Banking or Online Banking for Business. The Online Banking Terms and Conditions are located at [westpac.com.au](http://westpac.com.au)

**Osko** means the Osko payment service administered by BPAY.

**Osko Payment** means a Pay Anyone payment made using the Osko service.

**Payment Agreement** means an agreement established by you and an approved merchant or Payment Initiator, by which you authorise us to make payments from your account via NPP.

**Payment Initiator** means an approved payment service provider who, whether acting on behalf of you or a merchant, is authorised by you to initiate payments from your account via NPP.

**PayTo** means the service which enables us to process NPP payments from your account in accordance with, and on the terms set out in, a Payment Agreement you have established with a merchant or Payment Initiator that subscribes to the service.

**Person** includes an individual, company, society, club, association or authority.

**POS** means point of sale.

**Primary cardholder** means each Account signatory to whom we issue a card.

**Project Trust** or **Retention Trust Account** has the meaning given in the BIF Act.

**Project Trust Account (PTA)** or **Retention Trust Account (RTA)** has the meaning given in the BIF Act.

**Recurring payment** means a regular drawing from your account that you have authorised a third party to make (this includes a Person, company or merchant) by quoting your 16 digit Westpac Business Debit Mastercard number.

**Sanctioned Jurisdiction** means a jurisdiction listed at [westpac.com.au/osaccess](http://westpac.com.au/osaccess)

**Self-service (electronic) Deposits** includes:

- transfers to your account via an ATM with transfer option available (where the account has card access)
- transfers to your account using Group Telephone Banking automated voice response unit
- government payments
- direct credits
- transfers to your account using Online Banking and Corporate Online
- for Westpac Business One Plus accounts, deposits through an ATM (cheques deposited may incur Cheque Collection fees)
- other electronic deposits

**Self-service (electronic) Withdrawal** includes:

- withdrawals through Westpac Group and Westpac Group partner ATMs (where the account has card access)
- withdrawals and funds transfers from your account using automated Group Telephone Banking
- POS (where the account has card access)
- Direct Debit
- withdrawals and funds transfers from your account using Online Banking and Corporate Online
- Periodical Payments
- PayTo payments

**Set-off arrangement** is a formally documented account arrangement that notionally combines the balances of accounts within the Group for interest calculation purposes and for sharing excess credit funds within the Group.

**Set-off Group** where we mention Set-off Group within this document we are referring to both netted interest and Set-off arrangements.

**Small business** has the meaning given to it in the Banking Code.



**STVR** means short term variable reward.

**Staff-assisted deposits** includes:

- transfers to your account through Group Telephone Banking with the assistance of a Customer Service Representative
- over-the-counter branch and in-store transactions made using a deposit slip or a card (where the account has card access)
- cash or cheques deposited over-the-counter using a deposit slip or a card (where the account has card access)
- deposits through an ATM, where the account has card access (excludes Westpac Business One Plus accounts)
- Business Express Deposit
- Express deposit envelopes

**Staff-assisted withdrawal** includes:

- withdrawals and transfers through Group Telephone Banking with the assistance of a Customer Service Representative
- over-the-counter branch and in-store withdrawals via cheque or card (where the account has card access)
- cashed cheques

**Subcontractor** has the meaning given in the BIF Act.

**Westpac Group** means Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714, and its related bodies corporate. St.George Bank, BankSA and Bank of Melbourne are all divisions of Westpac Banking Corporation.

**Westpac Group partner ATM** refers to a third party ATM operator who Westpac has an arrangement with. The available ATM locations can be found on our website at the ATM locator [westpac.com.au/locateus/](https://westpac.com.au/locateus/) or via the Westpac app.

**Westpac On-Charged Scheme Fee** means a fee charged to Westpac by Mastercard Worldwide when processing foreign currency transactions which we pass on to you. The amount varies depending on the nature of the transaction.

**Westpac Processing Fee** means a fee charged to you by Westpac where a transaction is made in foreign currency with a merchant or financial institution located outside Australia.



*Westpac acknowledges the traditional owners as the custodians of this land, recognising their connection to land, waters and community. We pay our respect to Australia's First Peoples, and to their Elders, past and present.*

**Things you should know:** The information in this document is current as at 18 March 2024. BPAY View® is registered to, and BPAY® is a registered trademark of BPAY Pty Ltd ABN 69 079 137 518. Mastercard® is a registered trademark of Mastercard International Incorporated. PayTo is a registered trademark of NPP Australia Limited. The terms and conditions that apply to the accounts and banking services referred to in this document may be varied, or new terms and conditions introduced in the future. The taxation position described is a general statement and should only be used as a guide. It does not constitute tax advice and is based on current tax laws and their interpretation.

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