

# CASH COVER INDEMNITY GUARANTEE FACILITY

TERMS AND CONDITIONS  
06.02.2018



# CONTENTS

<b>1.</b>	<b>Indemnity Guarantee Facility</b>	<b>3</b>
1.1	Application of these Terms and Conditions.	3
1.2	Conditions Precedent	3
1.3	Representations Made by You	3
1.4	Information	4
1.5	Costs to be Paid by You	4
1.6	Different Currencies	5
1.7	Cancellation of the IG Facility	5
1.8	Waiver	5
1.9	Changes in Government Requirements	6
1.10	Changes in the Law	6
<b>2.</b>	<b>IG Facility Account</b>	<b>6</b>
2.1	Opening and operating an IG Facility Account	6
2.2	Closure of Your IG Facility Account	7
2.3	Authority to appropriate and set-off	8
2.4	Registration	9
2.5	Further steps	9
2.6	Authority to fill in blanks	10
2.7	Costs	10
2.8	Exclusion of PPSA provisions	10
2.9	Insolvency	10
<b>3.</b>	<b>General</b>	<b>10</b>
3.1	Fees	10
3.2	Changes to Terms and Conditions	11
3.3	GST	12
3.4	Code of Banking Practice	13
3.5	Privacy and confidentiality	13
3.6	Anti-Money Laundering	16
3.7	Problem Resolution Procedure	17
3.8	Disruption to Service	18
3.9	Notices	18
3.10	Law and Jurisdiction	19
3.11	Inconsistency	19
<b>4.</b>	<b>PayID conditions</b>	<b>20</b>
<b>5.</b>	<b>Contact Details</b>	<b>23</b>

## 1. INDEMNITY GUARANTEE FACILITY

### 1.1 Application of these Terms and Conditions.

If you are opening an Indemnity Guarantee Facility Account (or any other type of account that you and ANZ agree may be used for the purposes of securing your Indemnity Guarantee Facility) (in any case, the "IG Facility Account") with ANZ, these terms and conditions will also apply immediately.

You should read all terms and conditions provided to you and ask ANZ about any issues that concern you.

### 1.2 Conditions Precedent

ANZ's obligation to make the Indemnity Guarantee Facility (the "**IG Facility**") available to you is conditional upon ANZ being satisfied that:

- ANZ receives an Indemnity Application for Guarantee properly executed to ANZ's satisfaction. This must be given to ANZ no later than three clear business days before the day on which you want ANZ to issue the bank guarantee under the IG Facility ("**Bank Guarantee**"). If you do not want ANZ to issue the bank guarantee in its standard form, you also need to provide ANZ with a form of Bank Guarantee which is acceptable to ANZ, with details completed and signed by you to confirm content; and
- all the other conditions precedent (if any) have been fulfilled.

### 1.3 Representations Made by You

When you apply for the IG Facility (and for any Bank Guarantee to be issued pursuant to the IG Facility) you represent that each of the following statements is true:

- you have disclosed to ANZ all material matters that you know of which affect:
  - (i) your business, assets or financial condition; and
  - (ii) your ability to perform obligations under any of the documents associated with the IG Facility (the "**IG Facility Transaction Documents**").

You must give ANZ prompt written notice if, after it was made or given to ANZ, a representation or statement made to ANZ or information given to ANZ ceases to be true or becomes misleading.

For the avoidance of doubt, "IG Facility Transaction Documents" means the letter of confirmation of the provision of the IG Facility issued to you by ANZ ("**Confirmation Letter**"), these Cash Cover Indemnity Guarantee Facility Terms and Conditions,

the terms and conditions of your IG Facility Account referred to in clause 2, any other document required in connection with this IG Facility, and any document or agreement that amends any of the same.

#### **1.4 Information**

You agree to provide ANZ with any financial or other information ANZ asks for by the time that ANZ specifies. ANZ agrees that:

- it will only ask you for information which it considers relevant; and
- it will specify, having regard to the kind of information sought, what it considers to be a reasonable time within which you are to provide the information.

You only need to provide the information to ANZ in writing, if ANZ asks for it to be in writing. If you are a public company, you also agree to provide ANZ with all written information that you give to your shareholders (generally or to any class of them) or to a stock exchange, at the same time as you give it to them.

You agree to not change your name without notifying ANZ at least 10 business days before you proposed to do so.

You agree to notify ANZ as soon as possible if any ABN or ARBN allocated to you (or if you are a partnership, to the partnership) changes, is cancelled or otherwise ceases to apply (or if you or the partnership (as applicable) does not have an ABN, ARBN one is allocated or otherwise starts to apply).

#### **1.5 Costs to be Paid by You**

You agree to pay or reimburse ANZ, on demand, all of ANZ's costs and expenses reasonably incurred in connection with:

- negotiating, preparing, reviewing, amending, executing, stamping, registering, completing, releasing and discharging any IG Facility Transaction Document;
- obtaining a valuation if you are obliged to provide a valuation to ANZ, or ANZ is permitted to commission a valuation at your cost, under a Transaction Document;
- responding to, evaluating, negotiating or complying with any request from you or a Guarantor for any amendment, waiver, consent, release or discharge in connection with the IG Facility;
- the occurrence of any material default under an IG Facility Transaction Document;

- enforcing or protecting ANZ's rights under the IG Facility Transaction Documents;
- carrying out any legal review of, or obtaining legal advice in respect of ANZ's rights under, the IG Facility Transaction Documents; or
- an enquiry, notice or order by a government agency, court, tribunal or administrative body (including a subpoena or court order) involving you or any Guarantor or any of its officers.

### **1.6 Different Currencies**

Unless an IG Facility Transaction Document provides otherwise, all payments made under or for the purposes of this agreement or another IG Facility Transaction Document must be made in Australian dollars. Where conversion of one currency to another is required ANZ will apply its standard procedures for currency conversion.

### **1.7 Cancellation of the IG Facility**

You may, at any time, cancel the IG Facility by returning all Bank Guarantee(s) issued under this IG Facility to ANZ and paying any unpaid fees and other amounts in relation to the Bank Guarantee(s). ANZ may at any time cancel the IG Facility by paying out the Bank Guarantee(s) and debiting from the IG Facility Account (as defined in clause 2) an amount equal to the total value of the Bank Guarantee(s) so paid out. Should this result in your IG Facility Account having the total value of the Bank Guarantee(s) so paid out and any unpaid fees and other amounts in relation to the Bank Guarantee(s).

### **1.8 Waiver**

The rights that ANZ has under the IG Facility Transaction Documents cannot be waived except by ANZ giving you written notice waiving the particular right. In particular:

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

## 1.9 Changes in Government Requirements

If, after the date of the Confirmation Letter, there is a new Government requirement or a change in a Government requirement, a new tax or a change in a tax or a change in the interpretation of a Government requirement or a tax which, in ANZ's reasonable opinion increases the cost to ANZ of providing or maintaining the IG Facility or reduces the effective rate of return to ANZ on the IG Facility, you agree to pay ANZ on demand the amount calculated by ANZ as necessary to compensate ANZ for the increase in cost or reduction in rate. The amount payable will be calculated by ANZ from the day when it first incurred the costs or suffered the reduction. "Government requirement" means a law, or a direction or requirement, whether it has the force of law or not, imposed by the Reserve Bank of Australia, a Government or a Government authority in Australia or a similar body in a foreign country.

## 1.10 Changes in the Law

If ANZ gives you written notice that, in ANZ's reasonable opinion it has become illegal in a jurisdiction or otherwise impracticable for ANZ to continue to make the IG Facility available, ANZ's obligations in relation to the IG Facility will terminate.

## 2. IG FACILITY ACCOUNT

### 2.1 Opening and operating an IG Facility Account

You agree to open an Indemnity Guarantee Facility Account (or any other type of account that you and ANZ agree may be used for the purposes of securing your IG Facility (in any case, the "**IG Facility Account**") with ANZ.

The terms and conditions for your IG Facility account will be provided to you separately.

You agree to deposit into your IG Facility Account and to ensure it always holds a minimum credit balance in available funds which are at least equivalent in value to the total value of the Bank Guarantee(s) issued under the IG Facility at any time (the "**Amount Deposited**"). The IG Facility Account must be held in your name and not that of a third party, and the funds deposited in IG Facility Account must be held in your own capacity and not in trust.

If ANZ asks, the signatories to the IG Facility Account are to comprise one or more persons nominated by ANZ as a signatory to the IG Facility Account ("**ANZ Signatory**"), and the persons nominated by you (which may include you). ANZ

agrees that each ANZ Signatory will be removed when the IG Facility Account is closed in accordance with clause 2.2.

You agree that if ANZ asks, a IG Facility Account may only be operated by at least two signatories at all times, being a signatory nominated by you together with an ANZ Signatory.

As the Amount Deposited secures the IG Facility provided to you by ANZ under the terms of the IG Facility Transaction Documents, you must not, without first obtaining ANZ's written consent:

- withdraw any part of the money in the IG Facility Account; or
- transfer, assign, create or agree to create any security interest under the Personal Property Securities Act (2009) (Cth) ("**PPSA**") or any other security for the payment of money or performance of obligations in, create any trust or right of set off over or otherwise deal with any of your rights in connection with the IG Facility Account.

## **2.2 Closure of Your IG Facility Account**

You or any other authorised person can only close your IG Facility Account when the last remaining Bank Guarantee issued under the IG Facility expires or is called upon or where you choose to cancel the IG Facility in accordance with clause 1.7.

In any case, in the event that the last remaining Bank Guarantee issued under the IG Facility expires or is called upon or where you choose to cancel the IG Facility, ANZ may require you to close the IG Facility Account. ANZ will contact you prior to the closure of the IG Facility Account to confirm this course of action.

Upon closure of the IG Facility Account, ANZ will pay you the credit balance plus deposit interest if any, less any accrued account fees and Government charges at the closing date (if applicable).

For the avoidance of doubt, where the IG Facility has no Bank Guarantees issued under it (e.g. because each Bank Guarantee has been paid out by ANZ), ANZ will pay you any deposit interest if any, less any accrued account fees and Government charges (if applicable).

### 2.3 Authority to appropriate and set-off

In the event that:

- (a) demand is made on ANZ for payment under any Bank Guarantee issued under the IG Facility or ANZ reasonably apprehends that such demand will be made;
- (b) you suspend payment of your debts;
- (c) you are, or state you are, or are presumed by law to be, insolvent or unable to pay your debts;
- (d) you take a step for the purpose of entering into a compromise or arrangement with any of your creditors or with any of your members;
- (e) if you are a company, club, lodge, society, other incorporated association or cooperative any of the following things happen:
  - (i) an application is made, a resolution is passed or an order is made for your winding up;
  - (ii) you become an externally administered body corporate or a controller or a trustee for creditors is appointed in respect of any of your property;
- (f) if you are an individual (including a partner), any of the following things happen:
  - (i) you commit an act of bankruptcy;
  - (ii) a bankruptcy notice is issued against you;
  - (iii) you become bankrupt; or
  - (iv) a trustee for creditors or in bankruptcy is appointed in respect of any of your property; or
- (g) you do not perform a material obligation under an IG Facility Transaction Document,

you irrevocably authorise ANZ at any time to apply all or any part of any credit balance in your IG Facility Account ("**IG Facility Account Balance**") up to the total value of the Bank Guarantee(s) issued under the IG Facility by way of set-off in or towards payment of the liability (whether due now or later and whether actual or contingent) ANZ has or may have under the Bank Guarantee(s).

ANZ may do this without telling you first or getting your consent and ANZ's right to do this is in addition to any other right that it has.

If ANZ assigns a debt (being a debt in or towards payment of which ANZ is authorised by this authority to apply all or any part of the IG Facility Account balance), ANZ may, subject to you being in default under the assigned debt, pay to, or as directed by, the assignee, all or any part of the IG Facility Account balance and any accrued or accruing interest of the IG Facility Account balance in order that the assignee may apply the amount towards payment of the assigned debt.

If ANZ applies all or any part of the IG Facility Account balance, it can adjust the rate of interest payable on that IG Facility Account Balance to the rate that would have been payable if it had originally been lodged with ANZ for the reduced term. The reduced term will be calculated from the day the IG Facility Account Balance was lodged to the day of application of all or part of it.

Your rights in respect of your IG Facility Account are personal to you, and despite anything in these terms and conditions, a purported dealing by you in relation to those rights (including by way of assignment, transfer, mortgage, charge, security interest, declaration of trust or otherwise) will not be effective to give anybody other than you any right or interest in your IG Facility Account as against ANZ.

## **2.4 Registration**

ANZ may, at your expense, apply for any registration or give any notification, in connection with a security interest created under this IG Facility and for whatever class or classes of collateral ANZ thinks fit. You consent to any registration or notification by ANZ, and may not make an amendment demand.

## **2.5 Further steps**

You agree to do anything (such as obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed) which ANZ asks and considers necessary for:

- (a) providing more effective security over the IG Facility Account for payment of any liability (whether due now or later and whether actual or contingent) which you may have to ANZ; or
- (b) enabling ANZ to apply for any registration, or give any notification, in connection with a security interest created under the IG Facility Transaction Documents so that the security interest has the priority required by ANZ; or
- (c) enabling ANZ to exercise ANZ's rights in connection with the IG Facility Account.

## **2.6 Authority to fill in blanks**

You agree that ANZ may, where it is reasonable in the circumstances, complete and fill in any blanks in a document connected with this IG Facility for the purpose of correcting any patent errors, inserting any dates or doing anything else with your consent.

## **2.7 Costs**

Everything you are required to do under this clause is at your expense. You agree to pay or reimburse the reasonable costs of ANZ in connection with anything you are required to do under this clause.

## **2.8 Exclusion of PPSA provisions**

You agree that to the extent the law permits them to be excluded by agreement:

- (a) sections 142 and 143 of the PPSA are excluded and ANZ need not comply with the following provisions of the PPSA: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4) and any other provision of the PPSA notified to you by ANZ after the date of the Confirmation Letter; and
- (b) neither ANZ nor any receiver, or receiver and manager need give any notice required under any provision of the PPSA (except section 135).

This clause applies despite any other clause in these IG Facility Transaction Documents.

## **2.9 Insolvency**

At the time you become insolvent (which includes, but is not limited to any event described in clause 2.4(b) – 2.4(f) (inclusive), the IG Facility Account is debited with an amount equal to the total value of the Bank Guarantee(s) then currently issued under the IG Facility whether or not any debit is actually made to the IG Facility Account by ANZ at that time.

# **3. GENERAL**

## **3.1 Fees**

The fees and charges that will be charged to you are set out under the headings “Indemnity Guarantee Facility” in the Confirmation Letter. Unless otherwise specified in the Confirmation Letter, fees incurred will be charged to your nominated account (referred to in your Confirmation Letter) monthly, in advance, commencing on the date the Bank Guarantee is issued by ANZ or such other date as ANZ advises.

Should you fail to nominate an account for this purpose ANZ may at its discretion charge any other account maintained by you with ANZ with those fees and otherwise those fees are payable to ANZ on demand.

### 3.2 Changes to Terms and Conditions

- (a) **(Changes to fees, charges and interest)** The table below sets out how and when ANZ will notify you of changes to your IG Facility. You agree that ANZ may notify you of certain changes by advertisement in major daily or national newspapers. ANZ may make the following changes:

Type of Change	Minimum Number of Days Notice	Method Of Notice
Introduce a New Fee or Charge	30 days	In writing
Increase an Existing Fee or Charge	30 days	In writing or by press advertisement
Change, the name of interest rates, accounts or publications	Day of change	In writing or by press advertisement

The rights mentioned above should be read as if they are each a separate right of ANZ even though they are set out in the one table.

- (b) **(Changes to other terms and conditions)** ANZ can change any other term and condition by giving you reasonable notice in writing or by press advertisement of the change (which may include notice on or before the date of change takes effect if that is reasonable in the circumstances).

For example, it will be reasonable in the circumstances to give notice on the day of the change if ANZ reasonably considers the change:

- (i) has a neutral effect on your obligations;
- (ii) reduces your obligations;

- (iii) extends the time for payment of any amount; or
- (iv) is required to comply with any law,

but these examples do not limit the circumstances where it may otherwise be reasonable.

- (c) **(Notice in accordance with applicable laws or industry codes)** Despite this clause 3.2, ANZ will always give you notice in accordance with any applicable laws or industry codes (such as the Code of Banking Practice) which require any minimum notice periods or specific methods of notification.
- (d) **(What if you do not accept the changes ANZ may make to the terms and conditions?)** If you do not accept the changes ANZ makes to the terms and conditions under this clause 3.2, you may end the agreed term of your IG Facility: (i) within the applicable notice period; (ii) at any other time permitted under your IG Facility; or (iii) as otherwise agreed between you and ANZ in writing.

If you end the agreed term of your IG Facility under this clause 3.2(d) you must: (i) pay to ANZ any outstanding money in respect of your IG Facility on the day you end the agreed term of the Facility; and (ii) comply with any of your other obligations under a IG Facility Transaction Document (for example, your obligation to first return all Bank Guarantees). The agreed term of your IG Facility will not end until you have complied with these obligations.

### 3.3 GST

Terms used in this clause have the same meaning as those defined in the A New Tax System (Goods and Services Tax) Act 1999 ("GST Act") unless provided otherwise.

If any supply made under or in connection with this Agreement is subject to GST, the party making the supply ("ANZ") may increase the consideration otherwise provided for by the amount of that GST and recover such additional amount from the party liable for payment of the consideration. This clause does not apply to the extent that the consideration is expressly agreed to be GST inclusive.

If you are required to reimburse ANZ for any costs, the amount must be reduced to the extent that ANZ is entitled to claim an input tax credit in respect of those costs. A party will be assumed to have an entitlement to claim a full input tax credit

unless it demonstrates otherwise prior to the date on which the consideration must be provided.

No payment of any amount in respect of GST is required until ANZ has provided a tax invoice or adjustment note, as the case may be, to you. ANZ must provide a tax invoice or adjustment note to you as required by the GST Act.

Any reference in this Agreement to fee, price, value, sales, revenue, or similar amount ("Revenue") shall be a reference to that Revenue exclusive of GST, unless and to the extent that the revenue is expressly agreed to be GST inclusive.

### **3.4 Code of Banking Practice**

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

### **3.5 Privacy and confidentiality**

ANZ will collect and use information about you during the course of your relationship with ANZ. We explain below when and how ANZ may collect, use and disclose this information.

It is important that the information ANZ holds about you is up to date. You must let ANZ know when information you have provided ANZ has changed.

Unless otherwise stated, this clause applies to individuals and non-individuals (e.g. companies).

### **Collection, use and disclosure of information**

ANZ may use and disclose the information we collect about you for the following purposes:

- to assist in providing information about a product or service;
- to consider your request for a product or service;
- to enable ANZ to provide a product or service;
- to tell you about other products or services that may be of interest to you;
- to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion or provision of a product or service;
- to manage accounts and perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training, collecting debts and market or customer satisfaction research);

- to consider any concerns or complaints you raise against ANZ and/or to manage any legal action involving ANZ;
- to identify, prevent or investigate any fraud, unlawful activity or misconduct (or suspected fraud, unlawful activity or misconduct);
- to identify you or establish your tax status under any Australian or foreign legislation, regulation or treaty or pursuant to an agreement with any tax authority; and
- as required by relevant laws, regulations, codes of practice and external payment systems.

### **Absence of relevant information**

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

### **Information required by law etc.**

ANZ may be required by relevant laws to collect certain information from you. Details of laws that require us to collect information about individuals (personal information) and why these laws require us to collect personal information are contained in ANZ's Privacy Policy and at [www.anz.com/privacy](http://www.anz.com/privacy).

### **Providing your information to others**

ANZ may provide your information to:

- any related entity of ANZ which may use the information to: carry out ANZ's functions and activities; promote its own products and services; assess your application for one of its products or services; manage your product or service; perform administrative and operational tasks (including debt recovery); or comply with regulatory requirements and prudential standards;
- an organisation that is in an arrangement with ANZ to jointly offer products and/or has an alliance with ANZ to share information for marketing purposes (and any of its outsourced service providers or agents), to enable them or ANZ to: provide you with products or services; and/or promote a product or service;
- any agent, contractor or service provider ANZ engages to carry out or assist its functions and activities (for example, mailing houses or debt collection agencies);
- an organisation that assists ANZ to identify, prevent or investigate fraud, unlawful activity or misconduct;
- regulatory bodies, government agencies, law enforcement bodies and courts;

- other parties ANZ is authorised or required by law or court/tribunal order to disclose information to;
- participants in the payments system (including payment organisations and merchants) and other financial institutions (such as banks);
- other credit providers;
- mortgage insurers and any reinsurer of any such mortgage insurer;
- your guarantors (and intending guarantors) and any person who has provided security for your loan
- any person who introduces you to ANZ;
- your referee(s);
- your employer;
- your joint borrower(s) or account holder(s) and
- your authorised agents; your executor, administrator or trustee in bankruptcy; your legal representative; your attorney; or anyone acting for you in connection with your account.

If you are an individual and do not want us to tell you about products or services, phone 13 13 14 or your ANZ Manager to withdraw your consent.

ANZ may disclose information to recipients (including service providers and ANZ's related entities) which are (1) located outside Australia and/or (2) not established in or do not carry on business in Australia. You can find details about the location of these recipients in ANZ's Privacy Policy and at [www.anz.com/privacy](http://www.anz.com/privacy).

### **Credit Reporting**

If you are an individual, you agree that ANZ may obtain information about your credit history and credit worthiness, including credit liabilities, repayments and defaults, from a credit reporting body (including a body that provides information on commercial activity and commercial credit worthiness) and use it to assess any application for credit, to manage your credit and for the purposes of debt collection. ANZ may also disclose information about you to credit reporting bodies.

Information about credit reporting, including the name and contact details of these credit reporting bodies, when ANZ may disclose your personal information to them to include in a report about your credit worthiness, and how you can request

credit reporting bodies not use your information in certain circumstances, is available at [www.anz.com/privacy](http://www.anz.com/privacy).

If you would like a hard copy of this information, please call 13 13 14 or visit any ANZ branch for a copy of ANZ's Privacy Policy.

### **ANZ Privacy Policy**

ANZ's Privacy Policy ([www.anz.com/privacy](http://www.anz.com/privacy)) contains information about:

- the circumstances in which ANZ may collect personal information from other sources (including from a third party);
- how to access personal information and seek correction of personal information; and
- how you can raise concerns that ANZ has breached the Privacy Act or an applicable code and how ANZ will deal with those matters.

### **Collecting sensitive information**

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

### **Personal information you provide about someone else**

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

### **3.6 Anti-Money Laundering**

You agree ANZ may delay, block or refuse to make a payment if ANZ believes on reasonable grounds that making a payment may breach any law in Australia or any other country, and ANZ will incur no liability to you if it does so. You agree to provide all information to ANZ which ANZ reasonably requires to comply with any laws in Australia or other country.

You agree ANZ may disclose information which you provide to ANZ where required by any laws in Australia or any other country.

## **3.7 Problem Resolution Procedure**

### **Making a Complaint**

If ANZ makes a mistake, or ANZ's service doesn't meet your expectations, ANZ wants to know. For the fastest possible resolution to your complaint call ANZ on 1800 805 154 (hearing or speech impaired customers can utilise the TTY (telephone typewriter) service by calling 1300 366 255), or:

- Talk to staff at your local ANZ branch or business centre, or
- Send a letter to ANZ Complaint Resolution Centre via:  
Locked Bag 4050, South Melbourne VIC 3205
- Email: [YourFeedback@anz.com](mailto:YourFeedback@anz.com)

Most often ANZ will be able to solve the problem on the spot. If it can't be resolved promptly ANZ's specialist complaints team will take responsibility and work with you to fix the matter quickly. ANZ's aim is to resolve the complaint within 5 working days.

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

### **ANZ Customer Advocate**

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

### **Contact Details**

Customer Advocate  
Level 7/833 Collins Street  
Docklands, VIC, 3008  
Phone: 03 8654 1333  
Fax: 1800 117 651  
Email: [customeradvocate@anz.com](mailto:customeradvocate@anz.com)

### **Financial Services Dispute Resolution Schemes**

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

### **Financial Ombudsman Service Limited**

GPO Box 3  
Melbourne VIC 3001  
Tel: 1800 367 287 (1800 FOS AUS)  
Fax: +61 3 9613 6399  
Internet: <http://www.fos.org.au/>

### **3.8 Disruption to Service**

You should bear in mind that occasionally a banking service may be disrupted. A 'disruption' is where a service is temporarily unavailable or where a system or equipment fails to function in a normal or satisfactory manner.

To the maximum extent permitted by law, ANZ will only be liable for loss or damage suffered because of a disruption where that disruption is caused by an event within ANZ's reasonable control. ANZ will not be liable for consequential loss or damage because of such disruption. This disclaimer is in addition to, and does not restrict, any other provision contained in these terms and conditions which limits ANZ liability.

### **3.9 Notices**

A notice or demand for payment that ANZ gives to you in connection with the IG Facility will be signed by one of our bank managers, bank officers, by our solicitors or by any agent authorised by ANZ. Any other form of notice or demand need not be signed, unless the law requires it.

ANZ may give you a notice or demand by: (i) leaving it at your address; (ii) by posting it in a prepaid envelope addressed to you; or (iii) where expressly allowed by the IG Facility Transaction Documents, by press advertisement.

The notice or demand will be deemed to have been received by you:

- (i) if ANZ leaves it at your address, when left;
- (ii) if ANZ posts it, on the date it would have been delivered in the ordinary course of post; or
- (iii) if given by publishing it by press advertisement, when it is first published.

Your address is that shown on the Confirmation Letter or the last address for you that ANZ has recorded in ANZ's books.

A notice that you give to ANZ in connection with the Confirmation Letter or the IG Facility must be signed by you or by your authorised representative. You may give such notice by leaving it or by posting it in a prepaid envelope addressed to ANZ. ANZ's address is that shown in the Confirmation Letter. Your notice will be effective when ANZ receives it. If you give ANZ a notice that is expressed to be, or must be read as, irrevocable, you are not able to revoke it and it binds you from the time you give it.

Despite the rest of these conditions, ANZ may act in accordance with any instruction in connection with this agreement given to ANZ, orally or in writing, by you or your authorised representative. You agree that, if ANZ acts in accordance with an instruction given in this way, ANZ's act is done with your authority.

### **3.10 Law and Jurisdiction**

This agreement is governed by the law in force in the place where ANZ's office shown in the Confirmation Letter is located. In relation to any proceedings about or in connection with the Confirmation Letter or the IG Facility, ANZ and you agree to submit to the non-exclusive jurisdiction of the courts that have jurisdiction under that law.

### **3.11 Inconsistency**

If there is any inconsistency between the Confirmation Letter, these IG Facility terms and the IG Facility Account terms and conditions then the prevailing terms shall be determined in the following order:

- (a) First, the Confirmation Letter,
- (b) Second, the IG Facility terms and conditions, and
- (c) third, the IG Facility Account terms and conditions and the Specific Conditions for a facility, the Specific Conditions prevail.
- (d) If there is an inconsistency between this agreement and a security, this agreement prevails.

## 4. PAYID CONDITIONS

A PayID is a smart address used to receive payments through the New Payments Platform instead of using your account number and BSB. You may be able to create an optional PayID by linking your eligible ANZ account to an eligible PayID type (such as your mobile number, email address or ABN (if eligible)). A PayID linked to your ANZ account can be used by others to make payments to you through the NPP without having to enter your account number and BSB, where they are permitted to do so by their financial institution. You must have authority to use any PayID you create and to link it to your ANZ account, and we may require proof of this.

You (or someone authorised by you) may be able to create, update, or close a PayID for your eligible ANZ account through Internet Banking, or in any other way we make available. We may rely on any instruction received from a person authorised to manage PayIDs for your account.

Only one account can be linked to a specific PayID at a time, but you can create multiple PayIDs for each eligible account.

Your PayID must be associated with a name (your PayID Name) which reasonably represents you. When you create a PayID, ANZ will generally use the account name of your linked account as your PayID Name. By creating a PayID, you agree that your PayID Name may be shown to anyone who looks up your PayID (for example, to make a payment to you).

You can generally transfer a specific PayID to another eligible account that you own (including an account with another financial institution). You will need to tell us that you want to transfer the PayID through Internet Banking or another facility we provide for this purpose. If you are transferring your PayID to another financial institution, they may also require you to take steps to complete the transfer. Once the PayID is linked to your new account, payments made to the PayID will be directed to that account.

We will complete a request to transfer or close a PayID within 24 hours. However, if you are transferring a PayID to another institution, you will also need to request that institution to link the PayID to your account with that institution and the other financial institution may take longer to process the request.

If you change the mobile number or email address you are using as your PayID, or no longer have authority to use that PayID or link it to that account, you must update or close your PayID. You must tell us if your PayID Name no longer reasonably represents the account holder's name. You must also tell us if any other PayID information changes or you are no longer authorised to use the account.

We monitor the use of PayIDs and confirm regularly that they remain correct. We may lock or close your PayID if:

- we become aware of suspicious activities relating to your PayID or your account, or we suspect that it has been used for fraudulent purposes, or
- you cannot verify that you continue to be authorised to use your PayID, or
- your PayID has not been used or validated for 3 years or more, or
- someone attempts to register the PayID for another account, we are unable to contact you, and your PayID has been inactive for 6 months or more, or
- you close your account or cease to be authorised to operate the account.

When your PayID is locked, it cannot be updated or used to receive payments, and you may be prevented from transferring it to another account. It may also be closed.

We may require you to re-confirm that you have authority to use a PayID at any time. If there is a dispute about who has authority to use any PayID you have created, we will contact you and may ask you for additional proof of your authority. If you are unable to provide that proof within the time limit we specify, your PayID may be closed or linked to an account held by another person.

If your PayID changes or is closed, you are responsible for informing those who make payments to you using the PayID. The PayID may be registered by another user if they can demonstrate they have the right to use it, and payments using this PayID will then be made to the other user's account.

## **When we may not allow you to create a PayID**

We may not to allow you to create a PayID if:

- your account is unable to receive payments through the New Payments Platform using a PayID, or
- you cannot verify that you have authority to use the PayID or the relevant account, or
- we become aware of suspicious activities relating to the account, or
- electronic equipment or systems malfunction or are otherwise unavailable for use, or we believe that their quality or security have been compromised, or
- we believe your access to PayID may cause loss to the account holder or to ANZ.

## **Who will receive your information and how is it used**

By creating a PayID, you consent to us collecting and disclosing information about you (including your PayID, your PayID Name and your account number) to NPP Australia Limited, the operator of the PayID service, to enable you to receive payments using the PayID service and for related purposes. You also consent to NPP Australia Limited sharing this information with other financial institutions, BPAY® Pty Ltd and their service providers to allow the PayID service to operate (for example, for users of the PayID service to make payments to you or for other reasonable activities, such as tracing lost transactions, investigating fraud or where required by law).

When someone searches for your PayID or uses your PayID to make a payment to you, they may see your PayID Name (but not your other account details).

The collection, use and disclosure of information about you is also governed by the ANZ Privacy Policy available at [anz.com](http://anz.com) and page 13 of these terms and conditions.

## 5. CONTACT DETAILS

### Postal addresses

#### **ANZ Business Banking**

Speak to your ANZ Manager or call  
1800 801 485 (8am – 8pm)

#### **ANZ Cards**

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

#### **ANZ Personal Banking**

Contact your nearest branch

#### **ANZ Investment Lending**

GPO Box 4338  
Melbourne VIC 3001

#### **ANZ Trustees (V2 PLUS Service Centre)**

GPO Box 4028 Sydney NSW 2001 or  
GPO Box 389D Melbourne VIC 3001.

### Customer Enquiries

#### **ANZ Cards**

13 22 73

#### **ANZ Internet Banking**

13 33 50  
+ 61 3 9643 8833 (International customers)

#### **ANZ Personal Banking**

13 13 14

#### **ANZ Investment Lending**

1800 639 330

#### **ANZ Trustees (V2 PLUS Service Centre)**

13 28 33

#### **Lost or Stolen Cards, Suspected Unauthorised Transactions or Divulged Passwords**

1800 033 844 or  
+ 61 3 9683 7047 (International customers)  
(24 hours, 7 days a week).

#### **Lost, Stolen or Divulged Passwords**

For passwords used on-line and ANZ Security  
Devices, call 1800 269 242

For all other passwords, call 1800 033 844  
(24 hours, 7 days a week)  
Ph: + 61 3 9683 7047 (International customers).

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