

# SPECIFIC CONDITIONS OF USE

ANZ TAILORED COMMERCIAL FACILITY 11.2016



# SPECIFIC CONDITIONS OF USE

## (ANZ TAILORED COMMERCIAL FACILITY)

This document contains important Specific Conditions of Use which apply to your ANZ Tailored Commercial Facility. We recommend that you study it in detail and then keep it in a safe place for future reference.

These Specific Conditions of Use should be read in conjunction with:

- the ANZ Business Banking Finance Conditions of Use **(Finance Conditions of Use)**;
- the ANZ Business Banking Business Transaction Accounts Terms and Conditions; and
- the Letter of Offer.

In these Specific Conditions of Use, some words or phrases have special meanings. The meaning of those words and phrases are set out at the start of these Specific Conditions of Use under the heading 'Interpretation'.

The meaning of all other special words and phrases in these Specific Conditions of Use are defined in the Finance Conditions of Use. When you are reading these Specific Conditions of Use you should also refer to the Finance Conditions of Use.

## 1. INTERPRETATION

Terms not otherwise defined in the Letter of Offer or in the Finance Conditions of Use have the following meanings:

**ANZ Business Overdraft** means the ANZ Business Overdraft facility that ANZ may provide to the Client under clause 10 of these Special Conditions of Use.

**Base Rate** means the base rate determined by ANZ by reference to BBSY.

**BBSY** means, for an Interest Payment Period:

- (a) the average bid rate displayed at or about 10.30am (Sydney time) on the first day of that period on the Reuters screen BBSY page (or any page that replaces that page) for a term equivalent to the period; or
- (b) if:
  - (i) for any reason that rate is not displayed for a term equivalent to that period; or
  - (ii) the basis on which that rate is displayed is changed and in the opinion of ANZ it ceases to reflect ANZ's cost of funding to the same extent as at the date that the Letter of Offer was signed by the Client,

then BBSY will be, at ANZ's election, the average bid rate displayed at or about 10.30am (Sydney time) on the Business Day immediately prior to the first day of that period on the Reuters screen BBSY page (or any page that replaces that page) for a term equivalent to the period, or the rate determined by ANZ (acting in good faith) to be its cost of funds.

Rates will be expressed as a yield per cent per annum to maturity and, if necessary, will be rounded up to the nearest fourth decimal place.

**Business Day** means a day (other than a Saturday or Sunday) on which banks are open for general business in Sydney.

**Capped Rate Loan** means a loan which the Client may draw subject to a Maximum Base Rate of interest.

**Commencement Date** means the date on which ANZ opens the Facility in ANZ's systems after ANZ is satisfied that all of the conditions precedent set out in the Letter of Offer (if any), the Finance Conditions of Use and these Specific Conditions of Use have been satisfied.

**Confirmation** means a document issued to the Client by ANZ upon the Client's acceptance of a quotation in relation to a Loan (other than a Variable Rate Loan) or Optional Fixed Rate Arrangement which sets out certain terms of the Loan or Optional Fixed Rate Arrangement agreed by the Client and ANZ pursuant to clause 2.

**Customer Margin** means:

- (a) in respect of a Capped Rate Loan, Range Rate Loan or Fixed Rate Loan (under an Optional Fixed Rate Arrangement), the rate determined (and quoted) by ANZ on or before the Drawdown Date for the relevant Loan and forming part of the interest rate applicable to that Loan in accordance with clause 5; or
- (b) in respect of a Variable Rate Loan or the ANZ Business Overdraft, the rate set out in the Letter of Offer and forming part of the interest rate applicable to a Variable Rate Loan or the ANZ Business Overdraft.

**Drawdown Confirmation Notice** means a notice issued to the Client by ANZ in connection with these Specific Conditions of Use.

**Drawdown Date** means in respect of the relevant Loan, the Business Day identified in the Drawdown Confirmation Notice as the "Date of Advance".

**Drawdown Request Notice** means a notice completed substantially in the form of Schedule 1 or such other form as agreed by ANZ from time to time.

**Facility** means the ANZ Tailored Commercial Facility.

**Facility Limit** means the amount specified as the 'Facility Limit' as set out in the Facility Schedule for the Facility attached to the Letter of Offer.

**Facility Term** means the 'Term of the Facility' as set out in the Facility Schedule for the Facility attached to the Letter of Offer.

**Fixed Interest Rate** means the fixed rate of interest agreed by the Client and ANZ for a Fixed Rate Loan and identified in a Confirmation as the 'Fixed Interest Rate' and incorporating, where applicable, any IRRM Premium Percentage payable under clause 4.2(c).

**Fixed Rate Loan** means a loan subject to a Fixed Interest Rate.

**Funding Index Rate** means, for an Interest Payment Period, the rate determined by ANZ on the first day of that period and forming part of the interest rate applicable to a Variable Rate Loan in accordance with clause 5. ANZ's Funding Index Rates vary from time to time and are published on [www.anz.com](http://www.anz.com).

**Funding Margin** means in respect of a Capped Rate Loan, Range Rate Loan or Fixed Rate Loan under an Optional Fixed Rate Arrangement, the margin determined (and quoted) by ANZ on or before the Drawdown Date for the relevant Loan and forming part of the interest rate for that Loan in accordance with clause 5.

**Informal Overdraft** means an amount advanced to the Client under the Informal Overdraft Facility.

**Informal Overdraft Facility** means the informal short-term credit facility ANZ may provide to the Client pursuant to clause 10.

**Interest Debit Date** means the monthly anniversary of the Overdraft Account Opening Date unless a different date is specified in an Overdraft Request Form, in which case the Interest Debit Date will be the date specified in the most recent Overdraft Request Form approved by ANZ.

**Interest Payment Date** means:

- (a) for a Capped Rate Loan, Range Rate Loan or Fixed Rate Loan:
  - (i) if the Client has elected to pay interest in advance (for a Fixed Rate Loan only), each date identified in a Confirmation as a 'Start of period' date; or
  - (ii) in all other cases, each date identified in a Confirmation as an 'End of period' date;
- (b) for a Variable Rate Loan, the day immediately following the last day of each Interest Payment Period or for seasonal payments the date identified in a notice issued by ANZ to the Client as a 'seasonal payment date'.

**Interest Payment Period** means for a Loan the period identified in a notice issued by ANZ to the Client as the 'Interest Payment Period'.

**IRRM Premium Percentage** means the payment of an IRRM Premium for a Capped Rate Loan, a Range Rate Loan or an Optional Fixed Rate Arrangement, calculated as a percentage

of the Loan Amount of the Fixed Rate Loan accepted on the same day as that Loan, as described in clause 4.2(c).

**IRRM Premium** means the Interest Rate Risk Management Premium, an amount payable in accordance with clause 4, where applicable.

**Loan** means each Variable Rate Loan, Fixed Rate Loan, Capped Rate Loan and Range Rate Loan provided by ANZ to the Client under the Facility. It does not include an ANZ Business Overdraft.

**Loan Amount** means:

- (a) in respect of a Capped Rate Loan, Range Rate Loan, Fixed Rate Loan or Variable Rate Loan the principal amount owing in respect of a Loan; and
- (b) in respect of an Optional Fixed Rate Arrangement, the agreed maximum principal amount which applies to that arrangement.

**Loan Term** means for a Loan, the period commencing on the Drawdown Date and ending on the Maturity Date.

**Mandatory Account** means the ANZ Business Extra Account (or any other account specified by ANZ from time to time) opened or held by the Client with ANZ as a condition precedent to the provision of this Facility.

**Market Fixed Rate** means the rate which ANZ determines in its own discretion (acting reasonably) is the market rate prevailing at the time of the Drawdown Date identified in the Optional Fixed Rate Arrangement Confirmation, for a fixed rate loan of the Loan Term and Loan Amount (as described in clause 3.8).

**Maturity Date** means for a Loan the date agreed by the Client and ANZ under clause 2 and subsequently identified in the Drawdown Confirmation Notice as the 'Maturity Date' (which must be within the Facility Term).

**Maximum Base Rate** means the rate identified in the Confirmation as the 'Maximum Base Rate' for a Capped Rate Loan or a Range Rate Loan, which remains fixed during the Loan Term and is exclusive of any IRRM Premium, Customer Margin or Funding Margin which may be payable.

**Minimum Base Rate** means the rate identified in the Confirmation as the 'Minimum Base Rate' for a Range Rate Loan,

which remains fixed during the Loan Term and is exclusive of any IRRM Premium, Customer Margin or Funding Margin which may be payable.

**Optional Fixed Rate Arrangement** means an arrangement under which the Client may elect to draw down a Fixed Rate Loan on an agreed Drawdown Date at an agreed fixed rate of interest.

**Outstanding Amount** means, on any date, the aggregate of:

- (a) any fully and progressively drawn Loans;
- (b) any ANZ Business Overdraft sub-limit;
- (c) any amounts owing under an Informal Overdraft on the Mandatory Account; and
- (d) any other amount owing under or in connection with the Facility.

**Overdraft Account Opening Date** means, in relation to an ANZ Business Overdraft, the date on which ANZ opens that ANZ Business Overdraft account in its systems.

**Overdraft Request Form** means a request form for an ANZ Business Overdraft provided under the ANZ Tailored Commercial Facility completed substantially in the form of Schedule 2.

**Range Rate Loan** means a Loan which the Client may draw subject to a Minimum Base Rate and Maximum Base Rate of interest.

**Seasonal Principal Repayment** means a principal repayment obligation in respect of a Loan, to be made on Interest Payment Dates on a seasonal basis as agreed by the parties upon the Client's acceptance of a quotation or as otherwise agreed with ANZ.

**Total Facility Limit** means the Facility Limit for the Facility specified in the Letter of Offer.

**Trade Date** means, in respect of a Loan (other than a Variable Rate Loan), the date on which the Client accepts a quotation relating to that Loan in accordance with clause 3.5.

**Variable Interest Rate** means, in respect of an Interest Payment Period, the Base Rate plus the Funding Index Rate and the Customer Margin for that period.

**Variable Rate Loan** means a Loan subject to a Variable Interest Rate.

## 2. CONDITIONS PRECEDENT

2.1 **(Initial conditions precedent)** The Client may not request an initial drawing under the Facility, and ANZ is not obliged to make the Facility available to the Client, unless ANZ is satisfied:

- (a) **(Mandatory Account)** the Client has nominated an existing ANZ Business Extra Account (or any other account specified by ANZ from time to time) as the Mandatory Account or if the Client does not have an existing account with ANZ, it has opened a new ANZ Business Extra Account (or any other account specified by ANZ from time to time);
- (b) **(Securities)** ANZ has received a duly executed copy of each Security (if any) listed in the Letter of Offer accompanied by all documentation that ANZ requires to evidence due execution of each Security;
- (c) **(no default)** that no Event of Default, Potential Event of Default or Review Event is subsisting; and
- (d) **(other initial conditions)** that all initial conditions precedent to making the Facility available to the Client set out in the Finance Conditions of Use and the Letter of Offer have been satisfied.

2.2 **(Conditions precedent to all drawings)** The Client may only request a drawing under the Facility, and ANZ is not obliged to make a drawing under the Facility available to the Client, unless ANZ is satisfied:

- (a) **(Facility Limit)** the making of that drawing would not cause the Outstanding Amount under this Facility to exceed the Total Facility Limit;
- (b) **(no default)** that no Event of Default, Potential Event of Default, Review Event is subsisting; and
- (c) **(other ongoing conditions)** that all other conditions precedent to a drawing set out in the Finance Conditions of Use and the Letter of Offer have been satisfied.



### 3. DRAWDOWN OF LOANS AND ENTRY INTO OPTIONAL FIXED RATE ARRANGEMENTS

3.1 To make a drawing of a Variable Rate Loan the Client must (unless otherwise agreed with ANZ) provide ANZ with a Drawdown Request Notice no later than 2pm (local time in the place where ANZ's office is shown in the Letter of Offer) two Business Days prior to the proposed Drawdown Date.

A Drawdown Request Notice must be signed by the Client or Your Authorised Representative(s) and, once given, is irrevocable. If the Client requires a progressive drawdown the Client will be required to complete a notice specifying the amount of the progressive draw.

If the proceeds of a drawing of a Variable Rate Loan are being used to repay in full or in part another Loan under this Facility then this (together with the details of the Loan being repaid) must be confirmed by the Client in a notice completed substantially in the form of Schedule 3.

3.2 To make a drawing of a Loan (other than a Variable Rate Loan) the Client must, no later than 2pm (local time in the place where ANZ's office is shown in the Letter of Offer) two Business Days prior to the proposed Drawdown Date, request that ANZ quote:

- (a) for a Capped Rate Loan with a particular Loan Amount, Interest Payment Dates, Drawdown Date and Maturity Date, the Maximum Base Rate, the Customer Margin and the Funding Margin that will apply during the Loan Term, and any IRRM Premium payable in respect of the Capped Rate Loan;
- (b) for a Range Rate Loan with a particular Loan Amount, Interest Payment Dates, Drawdown Date and Maturity Date, the Maximum Base Rate, the Minimum Base Rate, the Customer Margin and the Funding Margin that will apply during the Loan Term, and any IRRM Premium payable in respect of the Range Rate Loan;
- (c) for a Fixed Rate Loan (that is not drawn pursuant to an Optional Fixed Rate Arrangement) with a particular Loan Amount, Interest Payment Dates, Drawdown Date and Maturity Date, the Fixed Interest Rate that will apply during the Loan Term; or
- (d) for a Fixed Rate Loan drawn pursuant to an Optional Fixed Rate Arrangement the Customer Margin and the Funding Margin that will apply during the Loan Term.

The Client may not request ANZ to quote for a Loan with a Maturity Date which falls after the Facility Term. If the proceeds of drawing of a Loan (other than a Variable Rate Loan) are being used to repay in full or in part another Loan under this Facility then this (together with the details of the Loan being repaid) must be confirmed by the Client in a notice completed substantially in the form of Schedule 3.

3.3 To enter into an Optional Fixed Rate Arrangement, the Client must request that ANZ quote for a particular Loan Amount, Interest Payment Dates, Drawdown Date and Maturity Date, the Fixed Interest Rate (excluding the Customer Margin and Funding Margin) which will apply to the Fixed Rate Loan during the Loan Term if the Client elects to draw down the Fixed Rate Loan and any IRRM Premium payable in respect of that Optional Fixed Rate Arrangement.

3.4 Only one Fixed Rate Loan can be drawn under an Optional Fixed Rate Arrangement, however the Client may draw a Fixed Rate Loan under that Optional Fixed Rate Arrangement which is less than the agreed Loan Amount. In this case the Client must notify ANZ, at the time it requests a quote in accordance with clause 3.2, of the amount of the Fixed Rate Loan that it wants to draw. The difference between the amount drawn and the agreed Loan Amount is immediately cancelled.

3.5 In order to agree a Loan (other than a Variable Rate Loan) or an Optional Fixed Rate Arrangement quoted by ANZ, the Client must accept the quotation immediately upon ANZ giving the Client that quotation. The Client agrees that the Client's acceptance of that quotation will be communicated to ANZ verbally over the telephone and creates a legally binding agreement at the time of acceptance. Upon the Client's acceptance ANZ will send the Client a Confirmation confirming the terms that have been accepted.

3.6 The Client must verify the details in each Confirmation. The Client must notify ANZ immediately of any material errors with the Confirmation or if it does not reflect the relevant quotation agreed to by the Client.

3.7 ANZ has no obligation to draw down any Loan or enter into any Optional Fixed Rate Arrangement until the Client has paid all fees and IRRM Premiums which the Letter of Offer or Confirmation specifies are due for payment prior to the drawing of a Loan or entry into an Optional Fixed Rate Arrangement. The Client is liable for all costs and losses suffered by ANZ, directly or indirectly, arising out of any failure

or delay by the Client in paying any fees or IRRM Premiums, or the cancellation or delay of any drawing as a result of such failure or delay by the Client.

3.8 When the Client elects to draw a Fixed Rate Loan pursuant to an Optional Fixed Rate Arrangement, ANZ is not obliged to advance that Fixed Rate Loan on the proposed Drawdown Date if the Maturity Date of that Loan is after the end of the Facility Term. If the Client intends to make such an election, the Client must, at a reasonable time before the proposed Drawdown Date, request ANZ to extend the Facility Term. ANZ will consider any such request but is not obliged to extend the Facility Term if the Client does not meet ANZ's usual credit criteria and other reasonable requirements applicable at that time. If ANZ consents to the extension of the Facility Term, such consent may be conditional on the agreement by the Client to terms and conditions reasonably required by ANZ. If ANZ does not advance the Fixed Rate Loan because you either do not agree to those further terms and conditions proposed by ANZ or if ANZ chooses not to extend the Facility Term, then:

- (a) if the Market Fixed Rate is less than or equal to the Fixed Interest Rate, ANZ is not obligated to pay anything further to the Client; or
- (b) if the Market Fixed Rate is greater than the Fixed Interest Rate, ANZ agrees to pay the Borrower a cash amount in substitution for ANZ's obligation to advance the Fixed Rate Loan. The amount will be calculated by ANZ (acting reasonably) having regard to the present value of the difference between the Market Fixed Rate and the Fixed Interest Rate for the Loan Term and Loan Amount.

3.9 The Client (i) consents to the recording of telephone conversations between the trading, marketing and other relevant personnel of the parties in connection with the Facility, (ii) agrees to obtain any necessary consent of, and give any necessary notice of such recording to, its relevant personnel; and (iii) agrees, to the extent permitted by applicable law, that recordings may be submitted in evidence in any proceedings.

3.10 The Client must open and keep open the Mandatory Account during the Facility Term unless ANZ approves otherwise in writing. If the Client closes the Mandatory Account (without the prior written approval of ANZ) it will be an Event of Default under this Facility.

## 4. IRRM PREMIUM

4.1 An IRRM Premium may be payable by the Client as a result of the Client entering into a Capped Rate Loan, Range Rate Loan or an Optional Fixed Rate Arrangement. At the time the Client obtains a quote from ANZ in accordance with clause 3.2 or 3.3, ANZ will advise the Client if an IRRM Premium is payable. ANZ will also advise the Client of the method (or alternate methods) by which it can be paid.

4.2 In order to accept a quote for a Range Rate Loan, a Capped Rate Loan or an Optional Fixed Rate Arrangement, the Client must agree to the cost of any IRRM Premium payable and one of the following methods (or alternate methods agreed with ANZ) by which it will be paid:

- (a) **(Upfront IRRM Premium)** for Range Rate Loans, Capped Rate Loans and Optional Fixed Rate Arrangements, a lump sum amount payable on the 'IRRM Premium Payment Date' identified in the relevant Confirmation; or
- (b) **(IRRM Premium Instalment)** for Range Rate Loans and Capped Rate Loans a fixed dollar instalment amount payable on each Interest Payment Date; or
- (c) **(IRRM Premium Percentage incorporated into a Fixed Rate Loan)** for Range Rate Loans, Capped Rate Loans and Optional Fixed Rate Arrangements where the Client accepts a quotation for a new Fixed Rate Loan at the same time that they accept a quotation for the Range Rate Loan, Capped Rate Loan or Optional Fixed Rate Arrangement, by incorporating the IRRM Premium Percentage as part of the Fixed Interest Rate of that Fixed Rate Loan.

For the avoidance of doubt, the IRRM Premium shall not form part of the interest rate, except when paid in accordance with the method in clause 4.2(c).

4.3 The Client agrees and acknowledges that any IRRM Premium paid by the Client to ANZ is non-refundable, even where the Client terminates or prepays a Fixed Rate Loan, a Capped Rate Loan, a Range Rate Loan or an Optional Fixed Rate Arrangement.

## 5. DETERMINATION OF INTEREST RATE

5.1 (**Variable Rate Loans**) In respect of a Variable Rate Loan, for each Interest Payment Period, the interest rate will be the Variable Interest Rate.

5.2 (**Fixed Rate Loans**) In respect of:

- (a) a Fixed Rate Loan that is not drawn pursuant to an Optional Fixed Rate Arrangement, the interest rate will be the Fixed Interest Rate quoted on the Trade Date (incorporating, where applicable, any IRRM Premium Percentage payable under clause 4.2(c)); and
- (b) a Fixed Rate Loan drawn pursuant to an Optional Fixed Rate Arrangement, the interest rate will be the Fixed Interest Rate quoted on the Trade Date plus the Customer Margin and the Funding Margin quoted prior to the Drawdown Date.

5.3 (**Capped Rate Loans**) In respect of a Capped Rate Loan the interest rate will be equal to the lesser of the Base Rate or the Maximum Base Rate plus, in each case, the Customer Margin and the Funding Margin.

5.4 (**Range Rate Loans**) In respect of a Range Rate Loan the interest rate will be equal to:

- (a) the Base Rate or:
  - (i) if the Base Rate is less than the Minimum Base Rate, the Minimum Base Rate; or
  - (ii) if the Base Rate is greater than the Maximum Base Rate, the Maximum Base Rate; plus
- (b) in each case, the Customer Margin and the Funding Margin.

## 6. INTEREST

6.1 (**Rate**) The Client will pay interest on each Loan at the rate determined in accordance with clause 5 and in respect of the ANZ Business Overdraft, at the rate set out in the Facility Schedule for the Facility attached to the Letter of Offer.

6.2 (**Interest**) For each Interest Payment Period, interest accrues daily on the closing balance of each Loan drawn from the relevant Drawdown Date until the last day of the first Interest Payment Period (inclusive) for that Loan or from the first day of a subsequent Interest Payment Period to the last

day of that Interest Payment Period (inclusive) as applicable. Interest is payable on each Interest Payment Date and on any other date on which a Loan is repaid or prepaid (in full or in part) and will be automatically debited from the Mandatory Account on that date.

6.3 **(Interest in advance)** The Client may elect to pay interest in advance on a Fixed Rate Loan, in respect of interest payable for an Interest Payment Period, on the first day of that Interest Payment Period.

6.4 **(Interest Payment Periods)** Interest Payment Periods must be:

- (a) for Variable Rate Loans, Capped Rate Loans and Range Rate Loans, 1, 2, 3, 4, 5 or 6 months in length or such other period as agreed between ANZ and the Client; and
- (b) for Fixed Rate Loans: 1, 2, 3, 4, 5, 6 months, 365 days (Annual), or such other period as agreed between ANZ and the Client.

6.5 **(Business Day convention)** If an Interest Payment Date does not fall on a Business Day, that Interest Payment Date is extended to the following Business Day unless that day falls in the next calendar month, in which case that date will be the first Business Day preceding the Interest Payment Date.

## 7 PRINCIPAL

7.1 **(Principal repayments)** The Client must repay any outstanding Loan Amount and all unpaid fees, interest, IRRM Premium and all other amounts outstanding in respect of each Loan by no later than its Maturity Date and, if the Client elects in accordance with clause 7.2 to make principal repayments during the Loan Term, the Client will, except where the Client elects to make a Seasonal Principal Repayment, be obliged to make such payments on each Interest Payment Date.

If the Client elects to make Seasonal Principal Repayments the Client must make the relevant principal repayment on the elected date, which must be an Interest Payment Date. The Client should discuss any election to make Seasonal Principal Repayments with ANZ (including, where applicable, whether this will result in any increase to the IRRM Premium Percentage). All payments made under this clause 7.1 will be automatically debited from the Mandatory Account on the applicable payment date.

**7.2 (Loan Repayment Arrangements)** The Client may elect to make principal repayments on any Loan where interest is charged in arrears. Any election made under this clause 7.2 must be agreed with ANZ (including, where applicable, whether this will result in any increase to the IRRM Premium Percentage) upon the Client's acceptance of a quotation, or as otherwise agreed with ANZ.

**7.3 (Business Day convention)** If a Maturity Date does not fall on a Business Day, that Maturity Date is extended to the following Business Day unless that day falls in the next calendar month, in which case that date will be the first Business Day preceding the Maturity Date.

## **8. EARLY TERMINATION**

8.1 Except as set out in clause 8.2 and otherwise required under the Transaction Documents:

- (a) the Client may only prepay an amount owing under a Loan prior to the Maturity Date if it provides written notice to ANZ at least 2 clear Business Days before the prepayment date; and
- (b) whenever the Client prepays an amount owing under a Loan (under paragraph (a) at the Client's election, as a result of a Default arising or otherwise) it must on the date of prepayment pay ANZ accrued interest (including, where applicable in relation to any Fixed Rate Loan, any IRRM Premium Percentage incorporated under clause 4.2(c)) in relation to the amount prepaid, and the sum of the following amounts as determined by ANZ:
  - (i) the amount (if any) by which the interest (including, where applicable in relation to any Fixed Rate Loan, any IRRM Premium Percentage incorporated under clause 4.2(c)) which ANZ would have received on the prepaid amount, from the date of receipt of that amount to the Maturity Date of the Loan, exceeds the amount of interest ANZ determines it would obtain by placing the prepaid amount on deposit with a leading bank for a period starting on the Business Day following receipt of that amount and ending on the Maturity Date of the Loan;

- (ii) any IRRM Premium (other than any IRRM Premium Percentage incorporated under clause 4.2(c) into the Fixed Interest Rate of a Fixed Interest Loan that is not being repaid) payable for the period from the Interest Payment Date immediately before date of receipt of the prepaid amount to the Maturity Date of the Loan; and
- (iii) all other costs or losses which ANZ may incur, directly or indirectly, in connection with the prepayment, including without limitation unwinding or redeploying any arrangements to hedge or fix rates.

8.2 The Client may make a prepayment of principal under a Variable Rate Loan on an Interest Payment Date without providing written notice to ANZ, as referred to in clause 8.1(a), and without incurring the costs referred to in clause 8.1(b) (other than in respect of any unpaid interest, fees or IRRM Premium).

8.3 The Client acknowledges that:

- (a) it is difficult to predict with any certainty the future movements in interest rates;
- (b) the interest, costs and fees associated with prepaying a Variable Rate Loan (except pursuant to clause 8.2), a Fixed Rate Loan, a Capped Rate Loan or a Range Rate Loan may exceed those that would apply to a loan with an interest rate that may be varied at any time; and
- (c) the Client is responsible for any costs or losses that the Client may suffer or incur in connection with the movement of interest rates in the market.

8.4 The Client may cancel a Fixed Rate Loan, Capped Rate Loan or Range Rate Loan at any time prior to the proposed Drawdown Date for that Loan. The Client acknowledges that if it cancels a Fixed Rate Loan, Capped Rate Loan or Range Rate Loan then it will be required to indemnify ANZ for all costs or losses which ANZ may incur, directly or indirectly, because of the cancellation, including without limitation any IRRM Premium.

## 9 REDRAW

Amounts repaid or prepaid on a Loan cannot be redrawn under that Loan, however, any amounts repaid or prepaid can be redrawn as a new Loan under the Facility in accordance with clause 3.



## 10 ANZ BUSINESS OVERDRAFT

**10.1 (ANZ Business Overdraft initially provided under the Letter of Offer)** If ANZ has agreed to provide the Client with an ANZ Business Overdraft at the date of the Letter of Offer, a sub-limit for the ANZ Business Overdraft will be set out in the Letter of Offer.

**10.2 (Requests for an ANZ Business Overdraft after the date of Letter of Offer)** If a sub-limit for an ANZ Business Overdraft is not specified in the Letter of Offer, the Client may, at any time during the term of the Facility, request an ANZ Business Overdraft by submitting an Overdraft Request Form to ANZ.

**10.3 (Requests for changes to an existing ANZ Business Overdraft)** In respect of an existing ANZ Business Overdraft, the Client may, at any time during the term of the Facility, request:

- (a) different Interest Debit Date for the ANZ Business Overdraft; or
- (b) an increase or decrease of the sub-limit of the ANZ Business Overdraft, by delivering an Overdraft Request Form to ANZ.

### 10.4 (Approval of each Overdraft Request Form)

- (a) Each Overdraft Request Form delivered to ANZ must be in form and substance reasonably satisfactory to ANZ.
- (b) The Client may only request, and ANZ will only provide, one ANZ Business Overdraft under the Facility at any time. The terms of the most recent Overdraft Request Form approved by ANZ replaces any terms applicable to an existing ANZ Overdraft Facility (including any Interest Debit Date, expiry date (as referred to in clause 10.6(c) below) or sub-limit).
- (c) If an increase or decrease to an existing sub-limit is approved by ANZ or the provision of a new sub-limit is approved by ANZ, that sub-limit will be treated as the 'ANZ Business Overdraft sub-limit' for the purposes of the Letter of Offer and these Specific Conditions of Use.
- (d) ANZ's approval of any request for an ANZ Business Overdraft or any changes to an ANZ Business Overdraft is subject to ANZ's usual credit criteria.

#### 10.5 **(Interest under an ANZ Business Overdraft)**

- (a) Interest in respect of an ANZ Business Overdraft accrues in accordance with the Finance Conditions of Use.
- (b) Interest in respect of an ANZ Business Overdraft is payable during the term of that Facility on the Interest Debit Date and that interest will be automatically debited from the Mandatory Account on that date.

**10.6 (Payment of amounts outstanding under the ANZ Business Overdraft)** The Client must pay any outstanding amounts under the ANZ Business Overdraft, including any unpaid principal, interest, fees and charges, on the later of the following dates:

- (a) the expiry date specified in the most recent Overdraft Request Form approved by ANZ (if any);
- (b) at the end of the term for the ANZ Business Overdraft specified in the Letter of Offer (if any); and
- (c) on the date the ANZ Business Overdraft is terminated under the Finance Conditions of Use, but, in all cases, such date will not be any later than last day of the Facility Term of the ANZ Tailored Commercial Facility.

**10.7 (Payments from Mandatory Account)** ANZ may debit the amounts payable under clause 10.6 from the Mandatory Account on the relevant payment date.

**10.8 (Terms and conditions applicable to an ANZ Business Overdraft)** The terms and conditions of the Finance Conditions of Use that apply to an 'ANZ Business Overdraft Facility' (including those terms and conditions dealing with payments under the Finance Conditions of Use) apply to any ANZ Business Overdraft but subject to these Specific Conditions of Use which apply to an ANZ Business Overdraft provided under the ANZ Tailored Commercial Facility and prevail over the Finance Conditions of Use to the extent of any inconsistency.

## 11 INFORMAL OVERDRAFT

When any debit is initiated which, if processed, would result in either (i) your Mandatory Account becoming overdrawn; or (ii) the approved limit on the Mandatory Account being exceeded, the Client is deemed to request an Informal Overdraft.

ANZ will consider the request and assess the Client's eligibility for an Informal Overdraft based on ANZ's credit criteria. The Client will be charged an Informal Overdraft Assessment Fee for this service in the circumstances described below.

If the Client satisfies ANZ's credit criteria for an Informal Overdraft Facility, ANZ will agree to its request by allowing the debit to be processed as an Informal Overdraft, on the following terms:

- (a) if the balance of the Informal Overdraft Facility exceeds \$50 at the time of the request, or will exceed \$50 once the debit requested is processed, the Client will be charged an Informal Overdraft Assessment Fee on the day on which the debit is processed (or if that day is not a Business Day, on the next Business Day). The Informal Overdraft Assessment Fee (referred to in your bank statements and in the 'ANZ Finance Fees and Charges' booklet as an 'Honour Fee') is payable immediately.
- (b)
  - (i) if the Client does not have an ANZ Business Overdraft, interest will be charged on the sum of the Informal Overdraft and any fees and charges debited to the Mandatory Account at the ANZ Retail Index Rate plus a margin (refer to "ANZ Business Banking Transaction Account Fees and Charges booklet for details).
  - (ii) if the Client does have an ANZ Business Overdraft, interest will be charged on the sum of the Informal Overdraft and any fees and charges debited to the Mandatory Account at the Overdraft Interest Rate plus a margin (refer to ANZ Business banking Finance Fees and Charges booklet for details).

Interest will be calculated on the daily closing balance and will be charged in arrears on the same date in each month as the date on which your Mandatory Account was opened (or if that day is not a Business Day on the next Business Day). The daily interest rate is the specified rate divided by 365.

- (c) the Informal Overdraft, any Informal Overdraft Assessment Fee and any interest on both of those amounts will be debited from the Mandatory Account; and
- (d) the Client must repay each Informal Overdraft, any Informal Overdraft Assessment Fee and any interest on both of those amounts within 7 days of the Informal Overdraft being debited from the Mandatory Account or any such longer or shorter period that ANZ may determine, in its absolute discretion, by demand made in your next statement of account or by letter to you.

If the Client does not satisfy ANZ's credit criteria for an Informal Overdraft, ANZ will decline its request and will not allow the debit to be processed. The Client will be charged an Informal Overdraft Assessment Fee (referred to in your bank statements and in the 'ANZ Finance Fees and Charges' booklet as an 'Outward Dishonour Fee') and this fee is payable immediately.

Other than Informal Overdrafts, ANZ does not agree to provide any additional credit in respect of the TCF Facility without prior written agreement.

You should inform ANZ as soon as possible if you are in financial difficulty.

## 12 GENERAL

12.1 **(Cross default)** An Event of Default under the Facility, any one or more Loans, any ANZ Business Overdraft, any Informal Overdraft or the Mandatory Account will constitute an Event of Default under the Facility, each other Loan, the ANZ Business Overdraft, the Informal Overdraft and the Mandatory Account.

12.2 **(Security)** Each Security (if any) specified in the Letter of Offer secure all of the Client's obligations to ANZ in connection with the Facility, any Loans, the ANZ Business Overdraft, the Informal Overdraft and the Mandatory Account.

# SCHEDULE 1

## TCF Drawdown Request Notice for Variable Rate Loan Tailored Commercial Facility

**To:**

Australia and New Zealand Banking Group Limited  
ACN 005 357 522 (ANZ)

**Address:**

(Branch)

**Attention:**

**Borrower:**

*(Insert name and ABN or ACN of Borrower)*

We refer to our Tailored Commercial Facility with ANZ.

1. We request ANZ to provide the following Variable Rate Loan under the Tailored Commercial Facility:

(a) The Drawdown Date is:

(b) Progressive drawing (tick as applicable):

Yes\*  No

\* If you have ticked yes, you will be required to complete an additional notice for each progressive draw. This notice will specify the amount of the progressive draw.

(c) The amount of the drawing is:

\$

(d) The term of the Loan is\*:

years  months

(e) First Interest Payment Date (only specify if a date is required that is not the anniversary of Drawdown Date):

(DD/MM/YYYY)

(f) The Interest Payment Period is (tick as applicable):

1 month  2 months  3 months

4 months  5 months  6 months

Seasonal (charged on seasonal payment dates specified below)

(g) Seasonal payments (tick option (i) or (ii))

(i) interest payments and principal repayments are charged seasonally on the seasonal Interest Payment Dates specified

Jan \$	<input type="text"/>	Feb \$	<input type="text"/>
Mar \$	<input type="text"/>	Apr \$	<input type="text"/>
May \$	<input type="text"/>	Jun \$	<input type="text"/>
July \$	<input type="text"/>	Aug \$	<input type="text"/>
Sep \$	<input type="text"/>	Oct \$	<input type="text"/>
Nov \$	<input type="text"/>	Dec \$	<input type="text"/>

(ii) interest will be charged monthly with the first seasonal Interest Payment Date being one month after the drawdown date specified above and principal repayments are charged seasonally on the seasonal Interest Payment Date specified

Jan \$	<input type="text"/>	Feb \$	<input type="text"/>
Mar \$	<input type="text"/>	Apr \$	<input type="text"/>
May \$	<input type="text"/>	Jun \$	<input type="text"/>
July \$	<input type="text"/>	Aug \$	<input type="text"/>
Sep \$	<input type="text"/>	Oct \$	<input type="text"/>
Nov \$	<input type="text"/>	Dec \$	<input type="text"/>

(h) All amounts are to be credited to the following account:\*\*

• BSB:

• Account number:

Term of Loan cannot exceed the Facility Term (as defined in the Specific Conditions of Use and as set out in the Facility Schedule).

\*\*unless you have notified ANZ that some or all of the drawing will be applied in repayment of an existing Loan in which case the amount credited to the account may differ from the amount of the drawing.

2. We confirm that the representations in clause 6 of the Finance Conditions of Use will be true on the drawdown date specified above.

Dated:

**SIGNED by:**

(Insert name of Borrower)

by its Authorised Representative(s):

Name

Signature

Name

Signature

[Or]

**SIGNED by:**

(Insert name of Borrower)

Signature

*(NOTE: If you are signing by Authorised Representative(s), this Drawdown Request Notice must be signed in accordance with the last Account Operating Authority provided to us)*

## SCHEDULE 2

### Overdraft Request Form Tailored Commercial Facility

**To:**

Australia and New Zealand Banking Group Limited  
ACN 005 357 522 (ANZ)

**Address:**

(Branch)

**Attention:**

**Borrower:**

*(Insert name and ABN or ACN of Borrower)*

We refer to our Tailored Commercial Facility with ANZ.

1. We irrevocably request ANZ to provide us with the following ANZ Business Overdraft under our Tailored Commercial Facility portfolio number

- (a) The amount of the ANZ Business Overdraft sub-limit requested is: \$
- (b) Overdraft expiry date if less than the Facility Term\*

\* Term of Overdraft cannot exceed the Facility Term (as defined in the Specific Conditions of Use and as set out in the Facility Schedule).



2. The Interest Debit Date is (please select one option only)#:

- (a)  monthly – each monthly anniversary of the Overdraft Account Opening Date
- (b)  monthly – monthly, on the following day of each month  (choose a day of the month)
- (b)  quarterly – each 3 monthly anniversary of the Overdraft Account Opening Date
- (c)  quarterly – last Business Day of March, June, September and December in each calendar year
- (d)  semi-annually – each semi-annual anniversary of the Overdraft Account Opening Date
- (e)  semi-annually – last Business Day of June and December in each calendar year
- (f)  Annually – each annual anniversary of the Overdraft Account Opening Date
- (g)  Annually – last Business Day of June in each calendar year

# If no Interest Debit Date is correctly chosen, the Interest Debit Date will be each monthly anniversary of the Overdraft Account Opening Date.

3. We confirm that the representations in clause 6 of the Finance Conditions of Use are true on the date of this notice.

4. We understand that ANZ's approval of a Business Overdraft is purely discretionary and subject to ANZ's usual credit criteria.

Dated:

**SIGNED by:**

*(Insert name of Client)*

by its Authorised Representative(s):

Name

Signature

Name

Signature

[Or]

**SIGNED by:**

*(Insert name of Client)*

Signature

*(NOTE: If you are signing by Authorised Representative(s), this Overdraft Request Form must be signed in accordance with the last Account Operating Authority provided to us)*

## SCHEDULE 3

### Intention to Repay existing Loan from new Loan Notice Tailored Commercial Facility

**To:**

Australia and New Zealand Banking Group Limited  
ACN 005 357 522 (ANZ)

**Address:**

(Branch)

**Attention:**

**Borrower:**

*(Insert name and ABN or ACN of Borrower)*

We refer to our Tailored Commercial Facility with ANZ.

1. We refer to our drawdown request made on or about the date of this notice, for the drawdown of a:

- TCF Fixed Rate Loan
- TCF Variable Rate Loan
- TCF Range Rate Loan
- TCF Capped Rate Loan

of \$

(the **New Loan**).

2. The Drawdown Date specified for the New Loan is

3. We request that ANZ direct the proceeds of the drawing of the New Loan towards the repayment of [an existing Loan/ existing Loans] under our Tailored Commercial Facility, in accordance with the following instructions:

(a) Loan type:

Sub-account Number:

Repay the total outstanding Loan Amount:

Loan Amount \$

Repay part of the outstanding Loan Amount:

Repayment Amount: \$

(b) Loan type:

Sub-account Number:

Repay the total outstanding Loan Amount:

Loan Amount \$

Repay part of the outstanding Loan Amount:

Repayment Amount: \$

(c) Loan type:

Sub-account Number:

Repay the total outstanding Loan Amount:

Loan Amount \$

Repay part of the outstanding Loan Amount:

Repayment Amount: \$

(d) Loan type:

Sub-account Number:

Repay the total outstanding Loan Amount:

Loan Amount \$

Repay part of the outstanding Loan Amount:

Repayment Amount: \$

(e) Total amount of repayments applied to existing Loans:

(Add up amounts specified at Items 3(a) to 3(d) of this form.)

\$

(Note: This amount cannot exceed the proceeds drawn under the drawdown request referred to in Item 1 of this form.)

5. We confirm that, to the extent the total amount of repayments, identified above at Item 3(e), is less than the proceeds drawn under the New Loan, ANZ should direct the excess to our Mandatory Account.

**WARNING:**

- a) If you terminate or prepay a loan, the amount of costs or losses payable by you may be significant. When calculating any costs or losses suffered by ANZ as a result of a termination and prepayment, ANZ will value the loan on a mark to market basis which involves ANZ making a genuine attempt to estimate the economic loss or reduction of return and cost we might incur taking into

account movement in rates in the Australian market. ANZ will make allowance for any benefit that it will get as a result of the termination and prepayment.

- b) If you wish to terminate or make a prepayment, you should discuss it with us first and we can calculate the costs or losses that you would have to pay if you terminated or made the prepayment.

Dated:

**SIGNED by:**

(Insert name of Borrower)

by its Authorised Representative(s):

Name

Signature

Name

Signature

[Or]

**SIGNED by:**

(Insert name of Borrower)

Signature

*(NOTE: If you are signing by Authorised Representative(s), this notice must be signed in accordance with the last Account Operating Authority provided to us)*





Australia and New Zealand Banking Group Limited (ANZ) ABN 11 005 357 522. Australian Credit Licence Number 234527. Item No. 89542 11.2016 W554868



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