

*ANZ Business Select
Transaction Package
Terms and Conditions*

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Terms and Conditions

ANZ agrees to give you the ANZ Business Select – Transaction Package on the terms and conditions set out below.

1.1 Defined Terms

‘ANZ’ means Australia and New Zealand Banking Group Limited ABN 11 005 357 522, its related companies (including subsidiaries), its agents and contractors.

‘ANZ Business Select – Transaction Package’ means the package under which ANZ offers the ANZ Business Select – Transaction Package Benefits in accordance with these terms and conditions.

‘ANZ Business Select – Transaction Package Benefit(s)’ means any benefit described in clause 16.1 below.

‘ANZ Business Select – Transaction Package Holder’ means each person who accepts these terms and conditions (in accordance with clause 15) by signing an ANZ Business Select – Transaction Package Application Form as a Business Applicant and includes the person’s executors, administrators, successors and transferees. If more than one (1) person has signed the same ANZ Business Select – Transaction Package Application Form or signs an ANZ Business Select – Transaction Package Application Form in relation to the same ANZ Business Select – Transaction Package Product, a reference to ‘ANZ Business Select – Transaction Package Holder’ includes a reference to each ANZ Business Select – Transaction Package Holder and to any or all ANZ Business Select – Transaction Package Holders together. There can be no more than five (5) Business Applicants on each ANZ Business Select – Transaction Package Application Form and there can be no more than five (5) ANZ Business Select – Transaction Package Holders of an ANZ Business Select – Transaction Package Product. A partnership constitutes one (1) ANZ Business Select – Transaction Package Holder.

‘ANZ Business Select – Transaction Package Product or Service’ means any product or service that is a Mandatory Account or an Optional Product and Service within the meaning of these terms and conditions.

‘Associated Person’ means:

- › a director of an incorporated ANZ Business Select – Transaction Package Holder;
- › a partner of a partnership ANZ Business Select – Transaction Package Holder;
- › the domestic partner of:
 - (1) a sole proprietor ANZ Business Select – Transaction Package Holder;
 - (2) a director of an incorporated ANZ Business Select – Transaction Package Holder; or
 - (3) a partner of a partnership ANZ Business Select – Transaction Package Holder; or
- › any other person agreed by ANZ from time to time; and includes the person’s executors, administrators, successors and transferees.

‘Mandatory Account’ means an ANZ Business Classic Account which must be held by the ANZ Business Select – Transaction Package Holder (or if more than one (1) Business Applicant has signed the same ANZ Business Select – Transaction Package Application Form, any ANZ Business Select – Transaction Package Holder) in accordance with clause 3 of these terms and conditions.

‘Optional Products and Services’ means any of the following products or services which have been nominated as Optional Products and Services in accordance with clause 4.1 or 4.2 of these terms and conditions:

- › ANZ Business One Visa;
- › ANZ Merchant Services;
- › ANZ Internet Banking for Business; and/or
- › ANZ Access Advantage.

‘You’ means an ANZ Business Select – Transaction Package Holder.

1.2 Other Interpretation Provisions

- (a) A reference to an individual or person includes a reference to a company and vice versa.
- (b) The singular includes the plural and vice versa.
- (c) A reference to an agreement, a document or a law is a reference to the agreement, document or law (and, if applicable, any of its provisions) as amended, novated, supplemented or replaced for the time being.

- (d) A schedule to a document is a part of the document.
- (e) Section, clause and other headings and notes are not part of this agreement; they are for convenience only.
- (f) Where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning.

1.3 ANZ Business Select – Transaction Package Holder More Than One Person

If an ANZ Business Select – Transaction Package Holder is made up of more than one (1) person:

- (a) the liability of those persons under this agreement is joint and several; and
- (b) a reference to ‘you’ or ‘ANZ Business Select – Transaction Package Holder’ includes a reference to each of those persons individually and to any two (2) or more of them together.

2 Eligibility for ANZ Business Select – Transaction Package Benefits

Each ANZ Business Select – Transaction Package Holder must be an account holder (either jointly or alone) of the Mandatory Account.

No more than five (5) Business Applicants may sign an ANZ Business Select – Transaction Package Application Form or sign an ANZ Business Select – Transaction Package Application Form in relation to the same ANZ Business Select – Transaction Package Product.

The number of ANZ Business Select – Transaction Package Holders plus the number of Associated Persons eligible for ANZ Business Select – Transaction Package Benefits must not exceed five (5). For example, if there is one (1) ANZ Business Select – Transaction Package Holder, up to four (4) Associated Persons will be eligible for ANZ Business Select – Transaction Package Benefits.

No more than five (5) ANZ Business Select – Transaction Package Holders and Associated Persons may hold an ANZ Business Select – Transaction Package Product.

ANZ Business Select – Transaction Package Benefits are not available in conjunction with any other special offer or package.

Subject to the provisions below, ANZ Business Select – Transaction Package, the Mandatory Account and Optional Products and Services are required to be used for company or business purposes only. ANZ Business Select – Transaction Package is not available for personal or domestic use except for the benefits noted under clause 16.6 for the ANZ Access Advantage account which is available for the personal use of Associated Persons.

In addition, ANZ is not obliged to give you or any Associated Person any ANZ Business Select – Transaction Package Benefits unless:

- › you have accepted these terms and conditions in accordance with clause 15;
- › ANZ has accepted your application;
- › you (or if more than one (1) of you) has signed the same ANZ Business Select – Transaction Package Application Form, any of you (either jointly or alone) hold the Mandatory Account;
- › you pay the fees and charges in accordance with clauses 5 and 6 below;
- › you or any Associated Person are not in default under any loan or facility contract or credit card contract with ANZ and are not in breach of any merchant or other agreement with ANZ;
- › you and any Associated Person have met to ANZ’s satisfaction any specific requirements set out in these terms and conditions and any other eligibility requirements for each relevant ANZ Business Select – Transaction Package Benefit (including, but not limited to, satisfying the application and approval requirements for each relevant ANZ Business Select – Transaction Package Product or Service); and

ANZ Business Select – Transaction Package Benefits will apply from the date your application for the particular benefit is processed by ANZ.

3 Mandatory Account

If more than one (1) of you has signed the same ANZ Business Select – Transaction Package Application Form, all of you jointly select the Mandatory Account.

If you are eligible for the Mandatory Account in accordance with clause 2, your ANZ Manager will notify you in writing of the date that ANZ has accepted your ANZ Business Select – Transaction Package Application. On and from that date, you will be eligible to receive ANZ Business Select – Transaction Package Benefits.

4.1 Nominating Optional Products and Services

At the time you accept these terms and conditions, the Optional Products and Services and related ANZ Business Select – Transaction Package Benefits you and any Associated Person may be eligible for will be those you have nominated in your ANZ Business Select – Transaction Package Application Form.

If more than one (1) of you has signed the same ANZ Business Select – Transaction Package Application Form, all of you jointly nominate those Optional Products and Services.

ANZ will notify you in writing whether or not you are eligible for the Optional Products and Services in accordance with clause 2.

4.2 Adding or Substituting Optional Products and Services

After you accept these terms and conditions, you may nominate other eligible Optional Products and Services to receive ANZ Business Select – Transaction Package Benefits in addition to or substitution of your existing eligible Optional Products and Services, provided that following the addition or substitution, you will continue to hold the Mandatory Account in accordance with clause 2.

You may make this nomination by completing an ANZ Business Select – Transaction Package Application Form including details of the Optional Products and Services (including account numbers, where applicable) to be added or substituted and sending the form to your ANZ Manager. All ANZ Business Select – Transaction Package Holders must nominate the additional or substitute Optional Products and Services.

All nominations for additional or substitute Optional Products and Services must meet the eligibility requirements for that Optional Product or Service, regardless of whether you have previously nominated or held those Optional Products and Services. ANZ will notify you in writing whether or not you are eligible for the additional Optional Products and Services in accordance with clause 2.

5 The ANZ Business Select – Transaction Package Fee

The ANZ Business Select – Transaction Package Fee is a payment for the right to participate in the ANZ Business Select – Transaction Package. You agree to pay ANZ the quarterly non-refundable ANZ Business Select – Transaction Package Fee, the GST exclusive amount of which is set out in the ANZ Business Banking Transaction Accounts Fees and Charges booklet.

The ANZ Business Select – Transaction Package Fee is payable quarterly in advance when you have signed an ANZ Business Select – Transaction Package Application Form and ANZ has accepted your application and continues to be payable quarterly after that until either your ANZ Business Select – Transaction Package is cancelled or you become ineligible to receive benefits under the ANZ Business Select – Transaction Package in accordance with clause 7.

You authorise ANZ to debit the ANZ Business Select – Transaction Package Fee when due:

- › to the ANZ account nominated by you in the ANZ Business Select – Transaction Package Application Form; or
- › to any other ANZ account held by you if there are insufficient funds in the nominated account to pay the fee on its due date or the nominated account is no longer held by you; and
- › if you hold no ANZ account with sufficient funds to pay the fee on its due date, you acknowledge that the ANZ Business Select – Transaction Package Fee becomes a debt due and payable on demand.

6 Government Taxes and Charges

If any government taxes, duties, or charges such as stamp duty become payable (whether by you or by ANZ) on or in connection with these terms and conditions, you authorise ANZ to debit any such amount when due:

- › to the Mandatory Account; or
- › to any other ANZ account held by you where there are insufficient funds in the Mandatory Account to pay the amount when due or the Mandatory Account is no longer held by you; and
- › if you hold no ANZ account with sufficient funds to pay the taxes, duties or charges when due, you acknowledge that the tax, duty or charge becomes a debt due to ANZ and payable on demand.

7 Cancellation of the ANZ Business Select – Transaction Package or Ineligibility for ANZ Business Select – Transaction Package Benefits

ANZ may cancel your ANZ Business Select – Transaction Package immediately by giving you written notice if any of the following events occur:

- › you do not hold the Mandatory Account;
- › you or any Associated Person are in default under any loan or facility agreement or credit card agreement which you have with ANZ or are in breach of any merchant or other agreement with ANZ; or
- › you fail to pay the ANZ Business Select – Transaction Package Fee, or any other amount payable under these terms and conditions, when due.

You may cancel your ANZ Business Select – Transaction Package by advising your ANZ Manager in writing or by faxing to ANZ the details at least seven (7) calendar days before you intend the cancellation to take effect.

If either you or ANZ cancel your ANZ Business Select – Transaction Package or you become ineligible to receive benefits under the ANZ Business Select – Transaction Package in circumstances where you have not paid the ANZ Business Select – Transaction Package Fee but a benefit or discount has been received by you under the ANZ Business Select – Transaction Package, ANZ reserves the right to recover that benefit or discount from you.

8 Effect of Cancellation or Ineligibility for ANZ Business Select – Transaction Package Benefits

If your ANZ Business Select – Transaction Package is cancelled in accordance with clause 7, whether by you or ANZ or you become ineligible to receive benefits under the ANZ Business Select – Transaction Package, you will no longer receive any ANZ Business Select – Transaction Package Benefits:

- › your ANZ Products and Services which previously attracted ANZ Business Select – Transaction Package Benefits will be conducted on the standard terms (including all applicable fees and charges) that then apply to those products and services where ANZ Business Select – Transaction Package Benefits are not applicable; and
- › you must immediately pay any fees and charges payable by you under these terms and conditions or any terms and conditions applicable to the product or service at the time of the cancellation.

You will not be entitled to any refund of the ANZ Business Select – Transaction Package Fee.

9 Changes to these Terms and Conditions

ANZ can withdraw any ANZ Business Select – Transaction Package Benefit or change any of the following by advertisement in major or national daily newspapers or by giving you notice in writing at any time before the change takes effect:

- › any ANZ Business Select – Transaction Package Benefit;
- › the name of ANZ Business Select – Transaction Package;
- › the name, charging date, frequency, manner of payment or method of calculation of any fee payable under these terms and conditions; or
- › the eligibility criteria for your obtaining ANZ Business Select – Transaction Package Benefits.

By giving you thirty (30) days notice in writing, ANZ can introduce new ANZ Business Select – Transaction Package Fees or increase existing ANZ Business Select – Transaction Package Fees.

Where ANZ changes any ANZ Business Select – Transaction Package Benefit and you wish to have the change apply to your Mandatory Account and/or Optional Products and Services, an application to ANZ will be necessary. You may make this application by completing an ANZ Business Select – Transaction Package Application Form. If your application is approved, the ANZ Business Select – Transaction Package Benefit will apply from the date your application is processed by ANZ, unless ANZ advises you of another date in writing.

10 Waiver

The rights ANZ has under these terms and conditions cannot be waived except by ANZ giving you written notice waiving the particular right. In particular:

- › ANZ does not waive any right merely because it does not exercise that right or does not exercise it as soon as it can; and
- › if ANZ exercises a right once or partly, it does not mean it cannot exercise that right again or other rights.

11 Changes in Law

If ANZ gives you written notice that, in ANZ’s opinion, it has become illegal in a jurisdiction or otherwise impracticable for ANZ to continue to make any ANZ Business Select – Transaction Package Benefit available, ANZ’s obligations in relation to that ANZ Business Select – Transaction Package Benefit terminate immediately.

12.1 How ANZ Gives You Notices

Except where ANZ is otherwise required by law, where more than one (1) of you has signed the same ANZ Business Select – Transaction Package Application Form ANZ can send you notices or other documents (including changes to these terms and conditions) by giving them to any one (1) of you.

If ANZ does this, it will be considered to have been received by all of you. However, in the event that the Mandatory Account and/or any of the Optional Products and Services are regulated by the Consumer Credit Code, then any ANZ notices will need to be sent to all of the ANZ Business Select – Transaction Package Holders.

If ANZ gives you a notice in writing under these terms and conditions then:

- › it can be given to you by leaving it at your address, or by sending it by post, telex, facsimile or similar facility to your address. For this purpose ANZ can use the last address that it has recorded for you; and
- › if left at your address, it will be deemed to have been received by you on the date delivered or the date it bears whichever is the later. If sent by post, it will be deemed to have been received by you on the date it would have been delivered in the ordinary course of post or the date it bears, whichever is the later. If sent by facsimile or other electronic means, it will be deemed to have been received by you on the date it bears or the date the transmitting machine reports it was sent, whichever is the later.

If you change your name or address, or other contact details, you must notify your ANZ Manager immediately.

12.2 How You Give ANZ Notices

A notice that you give to ANZ under these terms and conditions must be signed by you or by your authorised representative. If more than one (1) of you signed the same ANZ Business Select – Transaction Package Application Form, all of you must sign any notice given to ANZ under these terms and conditions.

You may give ANZ a notice by leaving it at its address or by posting it in a pre-paid envelope addressed to ANZ. ANZ's address is that shown in the ANZ Business Select – Transaction Package welcome letter or some other address that ANZ has given you written notice of. Your notice will be effective when ANZ receives it.

13 Assignment of Rights

ANZ may, without telling you and without obtaining your consent, assign any of its rights under, or in connection with, these terms and conditions.

ANZ may give information about these terms and conditions, and your obligations under these terms and conditions, to anyone who is an assignee of ANZ's rights under these terms and conditions or is considering becoming an assignee.

You may not transfer any of your rights or obligations under these terms and conditions unless ANZ consents in writing.

14 Code of Banking Practice

If you are an individual or if you acquire ANZ Business Select – Transaction Package Benefits in connection with a small business (as defined by the Code of Banking Practice), ANZ is bound by the Code of Banking Practice when it provides ANZ Business Select – Transaction Package Benefits to you.

15 Acceptance of the ANZ Business Select – Transaction Package Terms and Conditions

You accept these terms and conditions by signing the ANZ Business Select – Transaction Package Application Form. You become an ANZ Business Select – Transaction Package Holder when ANZ has accepted your application and you have paid the ANZ Business Select – Transaction Package Fee. If you are accepted as an ANZ Business Select – Transaction Package Holder, you will receive a confirmation letter from ANZ detailing the mandatory and optional components of your ANZ Business Select – Transaction Package.

16.1 ANZ Business Select – Transaction Package Benefits

If you are an ANZ Business Select – Transaction Package Holder, your ANZ Business Select – Transaction Package Benefits are as follows.

16.2 Mandatory Account

Account Servicing Fee

ANZ will not charge the monthly Account Servicing Fee and will provide up to 200 free ANZ transactions per month under your Mandatory Account that is an ANZ Business Classic Account provided the account becomes the Mandatory Account in accordance with clause 3 and the fee becomes due on or after the day you become an ANZ Business Select – Transaction Package Holder.

If you cease to be eligible for ANZ Business Select – Transaction Package Benefits:

- › your Account Servicing Fee will be reinstated and payable for the whole month in which the fee is charged based on your account opening date; and
- › your ANZ Business Classic Account will revert to the standard ANZ free transaction threshold as disclosed in the ANZ Business Banking Transaction Accounts Fees and Charges booklet and this threshold will apply for the whole month based on your account opening date.

Other ANZ Business Transaction Accounts Fees and Charges

Other fees and charges will be charged by ANZ for products and services that you request in relation to your Mandatory Account from time to time.

For more information, please refer to the ANZ Business Banking General Service Fees and Charges and the ANZ Business Banking Transaction Accounts Fees and Charges booklets.

16.3 Optional ANZ Business One Visa

ANZ will waive the Annual Card Fee and Annual Additional Card Fee on an ANZ Business One Visa provided:

- › the account is nominated as an Optional Product and Service in accordance with clause 4.1 and the fee becomes due on or after the day you become an ANZ Business Select – Transaction Package Holder; or
- › the account becomes an Optional Product and Service in accordance with clause 4.2 and the fee becomes due on or after the day the account becomes an Optional Product and Service.

You will cease to be entitled to these fee waivers immediately upon you ceasing to be an ANZ Business Select – Transaction Package Holder and ANZ will immediately reinstate the Annual Card Fee and any Annual Additional Card Fee and you will then be charged yearly in advance on each anniversary of this date.

Other ANZ Business One Visa Fees and Charges

Other fees and charges may apply in relation to your ANZ Business One Visa Account from time to time.

For more information on the fees and charges that may be payable, please refer to the ANZ Commercial Cards Fees and Charges booklet.

16.4 Optional ANZ Merchant Services

ANZ will waive the usual Establishment Fee and, for the period of your Merchant Agreement, will not charge you an Annual Participation Fee and ANZ will waive your Terminal Rental Fee for the first three (3) months of your agreement with ANZ for ANZ Merchant Facilities provided, in each case, that the relevant fee becomes due on or after the day you become an ANZ Business Select – Transaction Package Holder. For the avoidance of doubt, these fees will not be reimbursed to you if they have already been paid by you before you became an ANZ Business Select – Transaction Package Holder and you will cease to be entitled to these fee waivers immediately upon you ceasing to be an ANZ Business Select – Transaction Package Holder.

Other ANZ Merchant Services Fees and Charges

Other fees and charges apply to the provision of ANZ Merchant Facilities and are available upon application from ANZ Merchant Services. The fees and charges applicable to your ANZ Merchant Facility are advised in your Letter of Offer or Variation Agreement (where applicable) and may be varied by ANZ from time to time in accordance with the General Conditions of your Merchant Agreement.

16.5 Optional ANZ Internet Banking for Business

ANZ will waive the Monthly Service Fee provided:

- › the account is nominated as an Optional Product and Service in accordance with clause 4.1 and the fee becomes due on or after the day you become an ANZ Business Select – Transaction Package Holder; or
- › the account becomes an Optional Product and Service in accordance with clause 4.2 and the fee becomes due on or after the account becomes an Optional Product and Service.

You will cease to be entitled to the fee waiver immediately upon ceasing to be an ANZ Business Select – Transaction Package Holder and ANZ will immediately reinstate the Monthly Service Fee and you will then be charged monthly in arrears based on your account opening date.

Other ANZ Internet Banking for Business Fees and Charges

Other fees and charges will be charged by ANZ for the provision of ANZ Internet Banking for Business from time to time.

For more information, please refer to the ANZ Business Banking Transaction Accounts Fees and Charges booklet.

16.6 Optional ANZ Access Advantage

ANZ will waive the monthly account service fee on up to five (5) Access Advantage accounts as an ANZ Business Select – Transaction Package Holder provided:

- › the account is nominated as an Optional Product and Service in accordance with clause 4.1 and the fee becomes due on or after the day you become an ANZ Business Select – Transaction Package Holder; or
- › the account becomes an Optional Product and Service in accordance with clause 4.2 and the fee becomes due on or after the account becomes an Optional Product and Service.

You will cease to be entitled to the fee waiver immediately upon ceasing to be an ANZ Business Select – Transaction Package Holder and ANZ will immediately reinstate the monthly account service fee and you will then be charged monthly in advance based on your account opening date.

Other ANZ Access Advantage Fees and Charges

Other fees and charges will be charged by ANZ for the provision of an ANZ Access Advantage account from time to time.

For more information, please refer to the ANZ Personal Banking Account Fees and Charges booklet and the ANZ Personal Banking General Fees and Charges booklet which are available by calling 13 13 14 or on www.anz.com.

17.1 Important Notices

Australia and New Zealand Banking Group Limited (ANZ) ABN 11 005 357 522. Holder of an Australian Financial Services Licence Number 234527.

17.2 Disclaimer and Application of Product Specific Terms and Conditions

Information in this brochure does not form part of the terms and conditions of any product or service issued or provided by ANZ (including but not limited to, any loans or facility agreements other facilities or financial products, credit cards or Merchant Facilities). ANZ's normal assessment and approval criteria and individual Product Disclosure Statements or terms and conditions apply to each product or service and are available from ANZ on application. All interest rates are subject to change. All applications for credit are subject to ANZ's normal credit approval criteria.

ANZ does not accept any responsibility or liability for any taxation consequences which may arise for ANZ Business Select – Transaction Package Holders in relation to the ANZ Business Select – Transaction Package. ANZ Business Select – Transaction Package Holders are advised to seek their own independent professional advice in relation to any possible taxation consequences.

This material does not take into account your personal needs and financial circumstances and you should consider whether it is appropriate for you. ANZ recommends that you read the appropriate Product Disclosure Statement, terms and conditions and policy document, which are available from any ANZ branch before deciding to acquire or hold the product. Please see the ANZ website www.anz.com (or visit your local ANZ branch) for the most up-to-date version of these terms and conditions.

17.3 Other Notices

Certain benefits detailed in these terms and conditions are not exclusively given to ANZ Business Select – Transaction Package Holders.

18 GST

- (a) 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.

- (b) Any reference in these terms and conditions 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.
- (c) If any supply made under or in connection with this Contract is subject to GST, the supplier may increase the consideration otherwise provided for by the amount of that GST and recover such additional amount from the recipient. This clause does not apply to the extent that the consideration is expressly agreed to be GST inclusive.
- (d) If the recipient is required to reimburse the supplier for any costs, the amount must be reduced to the extent that the supplier 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.

19 Anti-Money Laundering and Sanctions

You agree ANZ may delay, block or refuse to process any transaction without incurring any liability if ANZ suspects that:

- (a) the transaction may breach any law in Australia or any other country; and/or
- (b) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.

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

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

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

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