

# Banking Package

Terms and Conditions

November 2023

Financial products and services are provided by BOQ Specialist – a division of Bank of Queensland Limited  
ABN 32 009 656 740 AFSL and Australian credit licence No. 244616.

**Important note**

This document does not contain all the terms of Your facility agreement or all of the information we are required by law to give You before the agreement is made. Further terms and conditions are in Your Home Loan agreement Terms and Conditions and Schedule Home Loan Agreement which form part of this agreement.

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## Banking Package

This section consists of

### Banking Package features

#### Specific Banking Package Terms and Conditions

Products and services are provided by BOQ Specialist - a division of Bank of Queensland Limited ABN 32 009 656 740 AFSL and Australian credit licence No. 244616 (“**BOQ Specialist**”).

#### Definitions

**Annual Banking Package Fee** means the fee outlined in the Fees and Charges Booklet and applicable to the Banking Package.

**Associated Persons** means:

- a. a company where the Director(s) of the company are the same as the Borrower(s) (or in the case of a sole Director, the same as one of the Borrower(s));
- b. a company trustee of a trust where the Director(s) of the company trustee are the same as the Borrower(s) (or in the case of a sole Director, the same as one of the Borrower(s)); or
- c. individual trustee(s) of a trust where the trustee(s) are the same as the Borrower(s) (or in the case of a single trustee, the same as one of the Borrower(s)).

**Banking Package** means the package of products offered by BOQ Specialist to you and agreed by us as governed by these Banking Package Terms and Conditions which can be located at <https://www.boqspecialist.com.au/important-information/terms-and-conditions>

**Banking Services** means those accounts and payments services described in this document.

**BOQ Specialist** means BOQ Specialist - a division of Bank of Queensland Limited ABN 32 009 656 740 AFSL and Australian credit licence No. 244616.

**Borrowers** means the Home Loan borrowers named in the Loan Agreement.

**Fees and Charges Booklet** means the fees and charges booklet provided with this document and found at [www.boqspecialist.com.au/important-](https://www.boqspecialist.com.au/important-)

information/terms-and-conditions, containing fees that apply to the Banking Package and to each product within the Banking Package.

**Home Loan** means each home loan facility made available to you or to be made available to you under Your Home Loan agreement Terms and Conditions and Schedule Home Loan Agreement (“**Loan Documentation**”).

**Home Loan Application Form** means the application form to be completed by you for a Home Loan or Banking Package.

**Loan Account** means each loan account we open in your name (or in the name of your Associated Persons) for the purposes of your Home Loan and Loan Documentation.

**Offset Account** means a transactional bank account conducted with us and linked (as we may agree from time to time) to a Home Loan.

**Term** means the term of the Banking Package and commences on the date your Home Loan settles and ends on the date either you elect to cancel or we cancel the Banking Package in accordance with clause 6 of the Banking Package Terms and Conditions.

**Transaction Account** means either a One Account or Offset Account (or both, where the context allows).

**Superfund Loan** means a self managed super fund home loan.

Any other capitalised terms throughout this document are as defined in specific terms and conditions for each product.

## Banking Package features

Please note that if any product does not fall within Your Banking Package, Banking Package benefits may not apply to that unpackaged product and additional fees, charges and interest rates may be applicable. Please see Fees and Charges Booklet at Annexure C.

The details of the Banking Package features are as follows:

### 1 HOME LOAN

You can elect to split your Home Loan into up to 5 separate Loan Accounts within the Banking Package, as long as each Loan Account is in the name of one or any combination of all of the Borrower(s), or in the name of Associated Person(s) (as defined in "Definitions").

#### **The Banking Package may also include (all subject to credit approval):**

- bridging finance and will consider financing practice premises based on residential zoning;
- a loan secured by residential property which is used for practice premises provided the structural configuration of the property does not alter the fact that it is a residence; and
- loans for business purposes using residential property as security up to a maximum of 20% of the total loan amount.

#### **Loan types:**

In your Banking Package, you may include the following Loan types within your 5 Loan Accounts in the name of the Borrower(s) or Associated Person(s) (subject to our discretion):

- discounted variable rate loans for home loans and residential investments;
- fixed rate loans;
- construction loans; and
- line of credit (different rate may apply).

**Please note that Offset Accounts must always be taken out and held in the same name as the Borrower(s) on the Home Loan.**

**Superfund Loans cannot be included within a Banking Package.**

There may be other special features or loan types which we are unable to include in the Banking Package or which you are not eligible for. We will let you know if that is the case.

**IMPORTANT:** A Banking Package applies only where the loan splits inside the Package are in the name of the Borrower(s) or Associated Person(s).

**EXAMPLE:** For example, 3 separate loans to Borrower A and Borrower B jointly may be included in the Banking Package, and a further and separate Loan Account to Borrower A solely may be included in the same package, as well as a further and separate Loan Account to a company whose Directors are Borrower A and Borrower B (to a total of 5 separate Loan Accounts). In this example, a Home Loan provided to Borrower A and his brother (or to Borrower A's brother alone) will fall outside the Banking Package, and may be subject to different Home Loan fees, charges and interest rates. Please refer to your Schedule Home Loan Agreement and the Fees and Charges Booklet for more information about fees and interest rates payable outside the Banking Package.

#### **Fees:**

Subject to the Banking Package Terms and Conditions, BOQ Specialist will not charge any of the following loan fees on the Home Loan during the Term of the Banking Package, provided that the Annual Banking Package fee is paid:

- establishment fee;
- valuation fees for loans (including the several valuation fees payable at various stages of a construction loan) are included in the package up to \$1,100 (incl. GST);
- legal fees and settlement agent fee at establishment of the loan (except for Company and Trust borrowers/guarantors
- monthly administration fee; and
- fees for simple product switches.

All other fees and charges are payable. Please see the Fees and Charges Booklet for more information on fees and charges that will be waived as part of the Banking Package, and those that still apply. For Home Loans that fall outside the Banking Package, full fees and charges apply.

We do not offer Superfund Loans in the Banking Package. Fees and charges applicable to these Home Loans are contained in the Fees and Charges Booklet.

### **Interest rate discount:**

Subject to the Specific Banking Package Terms and Conditions, you may receive a discount to your loan interest rate depending on the type and size of your loan.

If a Banking Package loan product is subject to a fixed rate, which reverts to a variable interest rate at the end of the fixed rate period, the variable interest rate that applies to the loan at the end of the fixed rate period will be disclosed in the Schedule section of your Loan Documentation.

The details of any interest rate discount will be in the Schedule section of your Loan Documentation. For a list of applicable documentation, please see Section 6.

## **2 ONE ACCOUNT**

An everyday transactional banking account with a competitive interest rate on credit balances, with optional Visa debit card to shop online, in store or overseas or draw cash at ATMs.

## **3 CREDIT CARD**

Subject to the Specific Banking Package Terms and Conditions and eligibility, you can have a Platinum Credit Card included in the Banking Package (subject to credit approval) and BOQ Specialist will not during the Term of the Banking Package charge an annual fee for that credit card account.

You are able to upgrade to the Signature card at an additional fee of \$250 per annum, which is a discounted annual fee for this product. All other fees and charges are payable.

Please see the Fees and Charges Booklet for more information on the credit card fees and charges that apply. For a list of applicable documentation, please see Section 6.

## **4 OFFSET ACCOUNT (OPTIONAL)**

Offset your interest on eligible variable rate Loan Accounts (subject to our discretion). We do not offer an offset account against a Fixed Rate Loan Account, Line of Credit, or "plus loan" and may at our discretion decide that a Loan Account cannot

be offset (for example, at our discretion where there are multiple Home Loan structures).

We offer you an option to have multiple offset accounts, at our discretion. Please note that only one Offset Account can be linked to one Loan Account at any one time.

Each offset account must be in the name of one or more of the individual Borrowers of the Home Loan facility. For example, if you and your spouse are joint Borrowers on your Home Loan, and your spouse holds an Offset Account with us, then these two accounts can be linked. For company Borrowers, the Borrowers and the Offset Account holders must be identical.

Transactional banking functionality with optional debit card to shop online, in store or overseas or draw cash at ATMs.

Please see the Fees and Charges Booklet for more information on the Offset Account fees. For a list of applicable documentation, please see Section 6.

## **5 OPTIONAL OVERDRAFT ON ONE ACCOUNT OR OFFSET ACCOUNT**

An Overdraft Facility is available on the One account or Offset Account (subject to credit approval and fees and charges apply). Please refer to the list of applicable documentation at Section 6.

No offset benefit will be provided on your Home Loan when the Offset Account is in zero or overdraft balance or when funds exceed loan balance.

**IMPORTANT:** Where you elect to have one or more Offset Accounts, it is your responsibility to make the right decision about what Loan Account should be offset against and linked to any Offset Account. We are not responsible or liable for any decision you make in relation to offsetting your account and will act on your instructions without consideration for maximum benefit. If you have not elected an Offset Account in the Home Loan Application Form, one will not be opened for you. If you subsequently require an Offset Account to be opened, please contact BOQ Specialist.

## 6 APPLICABLE DOCUMENTATION

In addition to these Banking Package Terms and Conditions, the terms and conditions applying to other products that fall within the Banking Package can be located at:

<b>Home Loan</b>	<b>Location</b>
<b>Schedule - Home Loan agreement; and Your Home Loan agreement Terms and Conditions, (together defined as “Loan Documentation”)</b>	You will be provided a copy of these and other relevant documentation relating to your Home Loan and mortgage after your loan has been approved by Us.
<b>One Account</b>	<b>Location</b>
<b>Transaction and Savings Accounts Terms and Conditions</b>	<a href="http://www.boqspecialist.com.au/important-information/terms-and-conditions">www.boqspecialist.com.au/important-information/terms-and-conditions</a>
<b>Debit Card Conditions of Use</b>	<a href="http://www.boqspecialist.com.au/important-information/terms-and-conditions">www.boqspecialist.com.au/important-information/terms-and-conditions</a>
<b>Fees and Charges Booklet</b>	<a href="http://www.boqspecialist.com.au/important-information/terms-and-conditions">www.boqspecialist.com.au/important-information/terms-and-conditions</a>
<b>Credit Card</b>	<b>Location</b>
<b>Credit Card Conditions of Use</b>	<a href="http://www.boqspecialist.com.au/important-information/terms-and-conditions">www.boqspecialist.com.au/important-information/terms-and-conditions</a>
<b>Credit Card Schedule</b>	You will be provided the Credit Card Schedule before Your Credit Card is activated.
<b>Fees and Charges Booklet</b>	<a href="http://www.boqspecialist.com.au/important-information/terms-and-conditions">www.boqspecialist.com.au/important-information/terms-and-conditions</a>
<b>Offset Account (optional)</b>	<b>Location</b>
<b>Transaction and Savings Accounts Terms and Conditions</b>	<a href="http://www.boqspecialist.com.au/important-information/terms-and-conditions">www.boqspecialist.com.au/important-information/terms-and-conditions</a>
<b>Debit Card Conditions of Use</b>	<a href="http://www.boqspecialist.com.au/important-information/terms-and-conditions">www.boqspecialist.com.au/important-information/terms-and-conditions</a>
<b>Fees and Charges Booklet</b>	<a href="http://www.boqspecialist.com.au/important-information/terms-and-conditions">www.boqspecialist.com.au/important-information/terms-and-conditions</a>
<b>Overdraft on One Account or Offset Account (optional)</b>	<b>Location</b>
<b>Overdraft Facility Terms and Conditions</b>	Annexure A of Transaction and Savings Accounts and Overdraft Facility Terms and Conditions found at <a href="http://www.boqspecialist.com.au/important-information/terms-and-conditions">www.boqspecialist.com.au/important-information/terms-and-conditions</a>
<b>Overdraft Schedule</b>	You will be provided the Overdraft Schedule setting out details of your overdraft before your Overdraft is activated.
<b>Fees and Charges Booklet</b>	<a href="http://www.boqspecialist.com.au/important-information/terms-and-conditions">www.boqspecialist.com.au/important-information/terms-and-conditions</a>

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## Specific Banking Package Terms and Conditions

### 1 Important information

- 1.1 This document comprises the Terms and Conditions applying to the Banking Package. By signing the Home Loan Application Form you agree to be bound by these Banking Package Terms and Conditions.
- 1.2 These terms and conditions should be read in conjunction with the terms and conditions applying to, as relevant: your Home Loan, One Account, Credit Card, Offset Account and Overdraft Facility.
- 1.3 To the extent that there are any inconsistencies between these Banking Package Terms and Conditions and the terms and conditions for each separate product within the Banking Package, then the terms and conditions relating to each separate product prevail (other than in respect of waiver of product fees as part of the Banking Package).
- 1.4 As part of our commitment to customer service, we have adopted the Banking Code of Practice (**BCOP**). This is a self-regulatory code which aims to foster good relations between banks and customers, and to promote good banking practice. The Banking Code of Practice applies to Banking Services provided to customers who are "individuals" or "small businesses" as defined in it. We will comply with the Banking Code of Practice, where it applies to the Banking Services we provide to you.

### 2 Banking Package eligibility criteria

- 2.1 In order to hold a Banking Package and receive Banking Package benefits, you must:
  - a. hold or have applied for and have been approved to be issued with a Home Loan with a loan amount or credit limit of at least \$10,000;
  - b. complete and sign the Home Loan Application Form and return the form to BOQ Specialist;
  - c. hold a One Account or Offset Account from which Home Loan repayments must be debited;
  - d. pay the Annual Banking Package Fee in accordance with clause 4 below;
  - e. hold all Home Loan split Loan Accounts within the Banking Package in the name of one or any combination of all of the

Borrower(s) or in the name of Associated Person(s); and

- f. not hold a Superfund Loan.

### 3 Eligibility for Banking Package benefits

- 3.1 If you close your One Account or Offset Account but you maintain other products within the Banking Package (for example, your Home Loan), the Banking Package benefits may no longer apply to those other products, in our absolute discretion.
- 3.2 If your Home Loan does not settle or is discharged, but you maintain other products within the Banking Package (for example, your One Account), the Banking Package benefits will remain open and package benefits will apply until:
  - a. the next anniversary date of the date your Offset Account or One Account was established; or
  - b. on such earlier date that you inform us in writing that you wish to cancel your Package in terms of clause 6.
- 3.3 If you discharge a Home Loan but maintain an Offset Account with funds remaining (that is, a credit balance), the following terms apply:
  - a. No interest will be earned on any credit balance in your Offset Account. If you would like to earn interest on this amount, you will need to advise BOQ Specialist to update your product type from an Offset Account to a One Account.
  - b. If you do not request a change of product type in these circumstances, BOQ Specialist will be entitled in its absolute discretion, but is not obliged, to automatically update your product type from an Offset Account to a One Account. If this occurs, you will earn interest on the One Account from the date BOQ Specialist updates your product type.
  - c. If your Home Loan Agreement with a linked Offset Account is varied for any reason, which for example may give rise to a new Home Loan account number, then BOQ Specialist may, in its absolute discretion, but is not obliged to, link your existing Offset Account to the new Home Loan account.



- 3.4 We may in our discretion allow you to continue to receive the Banking Package benefits if you are discharging your Home Loan and are in the process of obtaining another Home Loan with BOQ Specialist.
- 3.5 At any one time multiple Offset Accounts can be included in a Banking Package (see above), as long as they are in the same name as the Borrower(s).
- 3.6 The Banking Package benefits are not available in conjunction with any other special offer or package issued by BOQ Specialist from time to time.
- 3.7 All lending products contained in the Banking Package are subject to credit approval.
- 3.8 A Banking Package applies only where each Home Loan split Loan Account inside the Banking Package is in the name of one or any combination of the Borrower(s), or in the name of Associated Person(s). For any Home Loan Accounts in the name of Borrower(s) that are different to the Banking Package Borrower(s) or who are not Associated Person(s), a separate Home Loan may be provided outside the Banking Package. Any Home Loan falling outside the Banking Package will be subject to different Home Loan fees, charges and interest rates. Please refer to your Home Loan Documentation and the Fees and Charges Booklet for more information about fees and interest rates applicable to your Home Loan outside the Banking Package.
- 3.9 All Home Loans, whether they fall within or outside of a Banking Package, must be linked to a Transaction Account from which monthly interest payments will be debited.

#### **4 Annual Banking Package Fee and repayments**

- 4.1 You agree to pay us annually in advance a non-refundable Annual Banking Package Fee as set out in the Fees and Charges Booklet (as varied from time to time in accordance with clause 8 below). Please see the Fees and Charges Booklet for more information on the Banking Package fees and charges that will be waived, and those that still apply, and for any fees payable for products falling outside the Banking Package.
- 4.2 You will continue to be charged the Annual Banking Package Fee unless clauses 3.2, 6 or 7 apply.
- 4.3 Other than the fees and charges being waived as part of the Banking Package and subject to these terms and conditions, all other fees and charges relating to your individual accounts as

disclosed to you, apply in respect of those separate products.

- 4.4 The first Annual Banking Package Fee (as varied from time to time) will be deducted from the proceeds of settlement of your Home Loan and thereafter the Annual Banking Package Fee will be deducted from your Transaction Account on each anniversary of the date your Transaction Account was established. It is your responsibility to ensure there are sufficient funds in the Transaction Account to cover the Annual Banking Package Fee.
- 4.5 All holders of the Transaction Account are jointly and severally liable for payment of the Annual Banking Package Fee.
- 4.6 If there are insufficient funds in your Transaction Account to pay the Annual Banking Package Fee, we may set off the Annual Banking Package Fee against any credit balance in another of your Transaction Account with Us (including an Offset Account, if held). You acknowledge that we have such right of set off in the event of default or non-payment of the Annual Banking Package Fee. If we are unable to set off against another of your Transaction Accounts, you will be treated as being in default under these terms and conditions.
- 4.7 All repayments on your Home Loan must be made from your Transaction Account. You must ensure that there are sufficient cleared funds in your Transaction Account to meet these repayments. If you have insufficient cleared funds available in your Transaction Account to satisfy a repayment, you will be in default of your Home Loan.

#### **5 Default**

- 5.1 You are in default under the Banking Package Terms and Conditions if you:
  - a. close a Transaction Account and have no remaining Transaction Account open with us, thus failing to make your Home Loan repayments from your Transaction Account;
  - b. fail to pay your Annual Banking Package Fee; or
  - c. default on any of the terms and conditions of the Home Loan, Credit Card, One Account, Offset Account or Overdraft Facility, or under any other facility, loan or financial accommodation, or Transaction account that you have with us.
- 5.2 If you are in default under clause 5.1 above, and your default is capable of being remedied, we will give you a notice providing you with a

reasonable period of not less than 30 days to remedy it.

## 6 Cancellation of a Banking Package

6.1 You may cancel a Banking Package at any time by giving us 14 days advance notice in writing. If there is more than one Borrower, we will accept written cancellation from one borrower.

6.2 We may cancel your Banking Package, by providing you with 30 days written notice if:

- you discharge your packaged Home Loan;
- you are in default under clause 5 above and you have not remedied the default within the period specified in any notice we give you under clause 5.1; or
- we decide after giving you reasonable notice, not to provide the Banking Package anymore.

6.3 If we exercise our right under clause 6.2(c) above to not provide the Banking Package anymore and you have paid the Annual Banking Package Fee, then we will reimburse you for the portion of the annual fee under which you will not receive any benefits from the date that the cancellation takes effect.

## 7 Effect of cancellation of your Banking Package

7.1 Subject to clause 7.5 below, if you cancel your Banking Package, you will not receive any Banking Package benefits and we will not charge you the Annual Banking Package Fee. You may keep all of your accounts you hold with us, which will continue to be governed by the product terms and conditions that apply to each separate account.

7.2 If you cancel your Banking Package you will not be entitled to discounted interest rates and the variable rates applicable to your Home Loan will revert to either our variable principal and interest home rate, variable interest only home rate, variable principal and interest investor rate or variable interest only investor rate (**Standard Rate**) applicable as at the date that is 30 days after the date of cancellation by you of your Banking Package.

7.3 If we cancel your Banking Package because you have not met your obligations under the Banking Package you will not be entitled to discounted interest rates and the variable rates applicable to your Home Loan will revert to the relevant Standard Rate (without the discount) applicable as at the date that is 30 days after the date of cancellation. We will give you written notice of cancellation.

7.4 If we cancel your Banking Package, we will not charge you the annual Banking Package Fee. We will give you 30 days written notice of cancellation.

7.5 Except as set out in clause 6.2 above, in the event of cancellation under clause 6, your Annual Banking Package Fee which has already been paid, is not refundable in full or on a pro rata basis.

## 8 Changes to the terms and conditions

8.1 We may, at any time, without your consent and at our discretion, change any of these terms and conditions, including (but not limited to):

- the Annual Banking Package Fee; or
- any aspect of the Banking Package features or benefits.

8.2 If we exercise our rights under clause 8.1 above to change any of these terms and conditions, other than the Annual Banking Package Fee, and you have paid the Annual Banking Package Fee covering a future period but want to terminate the Banking Package, we will refund you a pro-rata proportion of the Annual Banking Package Fee by reference to the period that would have been remaining.

8.3 We will notify Banking Package holders of changes as follows:

- if we introduce a fee or charge, we will give Banking Package holders notice of the change at least 30 days before the change takes effect by writing to a Banking Package holder; and
- if we make any other change, we will give Banking Package holders notice of the change no later than the day on which it takes effect.

8.4 If we materially reduce the overall Banking Package benefits, you may request to cancel your Banking Package.

## 9 Privacy

9.1 This section should also be read in conjunction with the Privacy Disclosure Statement of the Home Loan Application Form. If at any time you supply us with personal information about another person, you should ensure that you are authorised to do so and you agree to inform that person of the content of the Privacy Disclosure Statement of the Home Loan Application Form.

9.2 BOQ Specialist recognises that your privacy is very important and that you have the right to protect your personal information. BOQ Specialist collects, uses and discloses your personal information to assess whether BOQ

- Specialist is able to provide you with the products that you have requested, so that we and our related companies and corporate partners can tell you about other products and services you may be interested in, perform operational and administrative tasks (including security and risk management), undertake planning, product development, data mining and research, verify your identity, prevent and investigate frauds or crimes (actual or suspected), and/or to assist in any potential or actual acquisition of an interest in the BOQ Group. Some of the personal information BOQ Specialist collects about you is collected as required or authorised by laws and rules such as the *National Consumer Credit Protection Act 2009* (Cth), the *Banking Act 1959* (Cth), *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and any applicable Verification of Identification (VOI) rules.
- 9.3 Where possible, we will collect your personal information directly from you or from any joint applicant or account holder. However, we may also be required to collect personal information about you from a third party. These parties may include other financial institutions, your representatives such as financial advisers or accountants, your insurers, public sources (e.g. telephone directories), information brokers, referrers or other intermediaries, other credit providers, introducers, our corporate partners or agents, government agencies (e.g. Centrelink).
- 9.4 If you do not provide BOQ Specialist with your personal information, BOQ Specialist will not be able to assess your eligibility for the product.
- 9.5 From time to time, we may receive information that we have not asked for about you from third parties. We will only keep, use and disclose this information as permitted by law.
- 9.6 BOQ Specialist may disclose your personal information in the normal operations of our business with parties which include our related bodies corporate, other financial institutions, regulatory bodies and government agencies, courts and external dispute resolution schemes, your agents, brokers, referrers and other intermediaries, payments systems participants, agents, contractors and professional advisers who assist us in providing our services, you or your insurers and organisations that carry out functions on our behalf including mailing houses, data processors, researchers, system developers or testers, accountants, auditors, valuers and lawyers.
- 9.7 We may also disclose your personal information to third parties where you request us to or consent to us doing so or in order to fulfil our legal obligations.
- 9.8 Some of the third parties to whom BOQ Specialist may disclose your personal information may be located in South Africa, United Kingdom, New Zealand, Philippines, India, Singapore, the United States of America and other countries. While these third parties outside Australia will often be subject to privacy and confidentiality obligations, you acknowledge that:
- they may not always comply with those obligations, or those obligations may differ from Australian privacy laws;
  - BOQ Specialist will not be accountable for the third party under the Privacy Act;
  - you may not be able to seek redress under the Privacy Act; and
  - the third party may be subject to foreign laws which might compel further disclosures of personal information (e.g. to government authorities).
- 9.9 BOQ Specialist may also use your personal information to provide you on an ongoing basis by any means including telephone, email and other electronic message with information about other financial products or services that BOQ Specialist thinks might be of interest to you. Tick the box on the Home Loan Application Form if you do not wish to receive information on BOQ Group's other products and services.
- 9.10 BOQ Specialist reserves the right to change BOQ Specialist's privacy policy at any time. For further information on BOQ Specialist's privacy and information handling practices, please refer to the BOQ Specialist Privacy Policy, which is available at [boqspecialist.com.au](http://boqspecialist.com.au) or upon request by calling 1300 160 160.
- 9.11 The Privacy Policy contains further details about how BOQ Specialist handles personal information, and matters such as website privacy, credit reporting bodies used and your access, correction and complaint rights in relation to BOQ Specialist and those credit reporting bodies. You can contact BOQ Specialist's Privacy Officer at [privacy@boqspecialist.com.au](mailto:privacy@boqspecialist.com.au) or by calling 1300 160 160.

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## Transaction and Savings Accounts

### Terms and Conditions

This section contains the Terms and Conditions for Transaction and Savings Accounts (“Transaction and Savings Account Terms and Conditions”), namely:

- a. Transaction Accounts (with optional debit card):
  - One Account
  - Offset Account
- b. Savings Accounts:
  - Private Access Account
  - Term Deposit
  - 32 Day Notice Account

It also annexes the Overdraft Facility Terms and Conditions at Annexure A, Direct Debit Request Service Agreement at Annexure B and the Fees and Charges Booklet at Annexure C.

It is important that You read this document in its entirety carefully and retain it for future reference.

### Online Banking Services

If You elect to register for Online Banking services, the Online Service Terms and Conditions will also apply to Your agreement and are incorporated by reference into this document. You can obtain a copy of the Online Service Terms and Conditions within Our Online Banking site, at <https://www.boqspecialist.com.au/important-information/terms-and-conditions>. You can also obtain a copy of the Online Service Terms and Conditions from Us at no charge by calling Our Client Service Centre on 1300 160 160 or +61 2 9293 2121 if calling from outside Australia.

### National Credit Code

If the National Credit Code applies to You or if You are subject to any Special Terms and Conditions, You will also receive an Overdraft Schedule (as defined in the Overdraft Facility Terms and Conditions Annexure A) via email, post or in any manner allowed by law and any applicable code of practice setting out the specific details of the Overdraft Facility. You should read this together with these Terms and Conditions for the Transaction Account and the Terms and Conditions for Overdraft Facility in Annexure A, including the Information Statements (located at the back of the Overdraft Facility Terms and Conditions). The Overdraft Schedule may require You to accept the terms of the Overdraft Facility by signing and returning a specified document or may allow You to accept the terms in some other way.

### Banking Code of Practice

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

The Banking Code of Practice applies to Banking Services provided to customers who are “individuals” or “small businesses” as defined in it. We will comply with the Banking Code of Practice, where it applies to the Banking Services we provide to you.

### ePayments Code

BOQ Specialist warrants that it will comply with the requirements of the ePayments Code which regulates consumer electronic payment transactions, including EFTPOS, direct debits and online payments.

### Definitions

In these Terms and Conditions, the following words have the following meanings, unless otherwise specified or the context requires otherwise:

**Account Application Form** means the application form that is provided to You by us, to be completed by You in relation to the relevant Transaction and Savings Account and/or Home Loan, together with these Terms and Conditions. Once We have received the completed Account Application Form and all required documentation, the offer of a product to You is at Our discretion.

**Account Holder** means the holder of the relevant BOQ Specialist account.

**Applicable Interest Rate** means the interest rate applicable to Your One Account, Private Access Account and 32 Day Notice Account, as determined by Us and advised to You in accordance with our legal obligations.

**Banking Business Day** means a day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, Australia.

**Banking Code of Practice** means the 2021 version of the Australian Banking Association’s Banking Code of Practice including any amendments from time to time which have been published by the Australian Banking Association and formally adopted by us.

**Banking Package** means the package of products that, subject to eligibility, may be offered by BOQ Specialist to You and agreed by Us, which are governed by the Banking Package Terms and Conditions, located at [www.boqspecialist.com.au/important-information/terms-and-conditions](https://www.boqspecialist.com.au/important-information/terms-and-conditions).

**Banking Package Terms and Conditions** are the terms and conditions that govern the Banking Package with Us if applicable to you, which can be located at [www.boqspecialist.com.au/important-information/terms-and-conditions](http://www.boqspecialist.com.au/important-information/terms-and-conditions).

**Banking Services** means those accounts and payments services described in this document.

**BOQ Group** means Bank of Queensland Limited ABN 32 009 656 740 (BOQ) and its related bodies corporate. BOQ Specialist is a division of BOQ.

**BOQ Specialist / We / Our / Us or we / our / us** means a BOQ Specialist - a division of Bank of Queensland Limited ABN 32 009 656 740 AFSL and Australian credit licence No. 244616.

**Business EFT Transaction** means that part of an electronic funds transfer which involves the debiting or transfer of value from, or the receipt or crediting of value to, an account using the Online Banking service where such account is designed primarily for use by a business and established primarily for business purposes.

**Debit Card** means the BOQ Specialist Debit Card which You can apply for as part of the Transaction Account.

**Debit Card Conditions of Use** means the conditions of use that You agree to when applying for a Debit Card in conjunction with the Transaction Account. The Debit Card Conditions of Use can be located at [www.boqspecialist.com.au/important-information/terms-and-condition](http://www.boqspecialist.com.au/important-information/terms-and-condition).

**Designated Account** means another bank account that You have notified to Us in writing in a form acceptable to Us, as a Designated Account from which and to which payments to/ from Your Transaction Account and or Overdraft Facility (if applicable) are to be made.

**Direct Debit Request** means the Direct Debit Request between Us and You.

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

**Electronic Funds Transfer** (or EFT) refers to the electronic exchange of money of value.

**Electronic Transaction** is a transfer of funds initiated by an instruction given through Electronic Equipment using an access method (not including a method that requires a voucher, receipt or other document to be signed) to debit or credit an account and includes for example, purchasing goods and services from a provider using a card.

**ePayments Code** is the ePayments Code published by the Australian Securities and Investments Commission as amended and/or replaced.

**Fees and Charges Booklet** means the fees and charges booklet provided with these Terms and Conditions that sets out the fees applicable to Your products. It is available at [www.boqspecialist.com.au/important-information/terms-and-conditions](http://www.boqspecialist.com.au/important-information/terms-and-conditions). It is also available on request by calling our Client Service Centre on 1300 160 160 or +61 2 9293 2121 if calling from outside Australia.

**Hardship** means the circumstances set out in clause 58 assessed by Us as being those in which you may not be required to give Us notice before being entitled to withdraw your funds.

**Home Loan** means each Home Loan facility made available to You or to be made available to You under Your Home Loan Terms and Conditions and Home Loan Schedule.

**Home Loan Application Form** means the application form that is provided to You by Us, to be completed by You in relation to the relevant Home Loan or Banking Package, together with these Terms and Conditions.

**Home Loan Terms and Conditions** means Your Home Loan agreement Terms and Conditions and Schedule - Home Loan agreement applicable to any Home Loan that may be provided to You.

**Instruction or Instructions** means, in respect of these Terms and Conditions or where applicable, any Special Terms and Conditions, any written, telephone, facsimile or electronic communication sent by You or purported to have been sent by You or by a person authorised by You (and notified to Us) to transact or instruct on Your Account.

**Offset Account** means the transactional bank account with the option of a Debit Card that may be offered by Us and taken up by You to offset the interest payable on Your Home Loan.

**One Account** means the transactional bank account with the option of a Debit Card.

**Online Service Terms and Conditions** means the BOQ Specialist Online Service Terms and Conditions that You agree to when registering for Online Banking Services and are incorporated by reference into this document. You can obtain a copy of the BOQ Specialist Online Service Terms and Conditions at [www.boqspecialist.com.au/important-information/terms-and-conditions](http://www.boqspecialist.com.au/important-information/terms-and-conditions) or from Us at no charge by calling Our Client Service Centre on 1300 160 160 or +61 2 9293 2121 if calling from outside Australia.

**Overdraft Facility** means the optional Overdraft Facility that may be offered by Us and taken up by You on Your Transaction Account and as governed by the Overdraft Facility Terms and Conditions.

**Overdraft Facility Terms and Conditions** means the Terms and Conditions that govern Your Overdraft Facility which can be located in Annexure A of this document.

**Personal EFT Transaction** means that part of an electronic fund transfer which involves the debiting or transfer of value from, or receipt or crediting of value to, an account using the Online Banking service, other than a business EFT transaction.

**PPS Act** means the *Personal Property Securities Act 2009* (Cth).

**Private Access Account** means the 'at call' savings account which allows daily access to funds subject to applicable cut-off times.

**Savings Account** means the Private Access Account, the Term Deposit or the 32 Day Notice Account (together or separately, as the context allows).

**Special Terms and Conditions** means any additional terms and conditions that We notify You of which apply in addition to these Terms and Conditions.

**Term Deposit** means the Savings Account offering the certainty of a fixed rate of return on funds on deposit for a defined deposit term.

**Terms and Conditions** means the Transaction and Savings Account Terms and Conditions set out in this document and includes all annexures, incorporated terms, and any Special Terms and Conditions or variations in conditions, if applicable, that We notify to You.

**Transaction Account** means either the One Account or Offset Account (or both as the context allows).

**Transaction and Savings Account** (or "Account") means both the Transaction Accounts and the Savings Account (or both, as the context allows).

**You/Your** or you / your means the person described in the Account Application Form as the Account Holder and that person's successors and permitted assigns, and 'Your' has a corresponding meaning. If more than one person is described as the Account Holder in the Account Application Form, it means each of those persons separately and any two or more of them jointly.

**32 Day Notice Account** means the deposit account offering a variable interest rate, which requires you to give a 32 day notice period before making a withdrawal.

Subject to this document, We agree to make the Transaction and Savings Account available to You.

## Opening Your Account

1. Prior to the opening of Your Transaction and Savings Account, You must provide Us with an original, completed and signed Account Application Form, together with the necessary supporting documentation required by Us, including statutory proof of identity (if required by Us in the case of a corporation) a resolution authorising the opening of the Account.
2. We may be able to identify You via electronic means, using public domain databases. If We are able to identify You successfully using electronic means, We may not require additional identification documentation to be provided with Your Account Application Form.
3. If this is unsuccessful, You will need to provide Us with certified copies of any of the requested documents. If You are opening a Term Deposit or 32 Day Notice Account, You also consent to BOQ Specialist automatically opening a Private Access or One Account in Your name. This Account will act as the clearing account for Your Term Deposit funds and will be the account into which withdrawals from Your 32 Day Notice Account may be paid. You will be allocated a Private Access Account or One Account and You can use this to deposit funds by Electronic Funds Transfer. These funds will only be placed into a Term Deposit account once You notify BOQ Specialist of this deposit and agree with BOQ Specialist the relevant terms of the Term Deposit.
4. We reserve the right in Our absolute discretion not to accept an application for opening an Account.
5. You consent to Us making such enquiries as are reasonably necessary for the purpose of verifying the information disclosed in Your Account Application Form.
6. You acknowledge that in connection with Your Transaction and Savings Account it is not an offence if You choose not to quote Your Tax File Number (TFN) or Australian Business Number (ABN) but if You do not do so (or for joint Accounts, any of the Account Holders) or if You are a non-resident, withholding tax may be deducted from any interest earned on the credit balance of Your Account.
7. Should there be two or more Account Holders, Your Account will be held jointly but Your obligations as an Account Holder will be both joint and several.

8. You acknowledge that should one individual joint Account Holder predecease the other(s), We may treat:
- the entire amount of a credit balance of Your Account as having passed to the surviving Account Holder(s); and
  - each surviving Account Holder as being liable for payment of all or any part of the amount of a debit balance of Your Transaction and Savings Account, including Overdraft Facility.

### Existing customers

9. If You already hold a Transaction and Savings Account with Us, or We make other Transaction and Savings Accounts available to You in the future, We may be required to re-identify You. In the event that the authorised signatories to the Account are different We are required by law to verify their identity. In that instance, We will still ask that You sign the Account Application Form authorising the new signatories to act on the Account. In the event that We do not require You to complete a new application form, You will, by virtue of the fact that You already hold a Account, be taken to have:
- agreed to be bound by the Terms and Conditions set out in this document;
  - provided the warranty and acknowledgement in the Account Application Form;
  - warranted that We may rely on the information that You have supplied to Us in your Account Application Form completed for the Account You already hold (including the authorised signatories who will operate Your Account); and
  - warranted that the information in the previous application form is accurate and up to date (unless You have otherwise notified Us in writing).
10. If You wish to set up additional Designated Accounts to be linked to the new Transaction and Savings Account, You will still need to provide Us with these Designated Account details in writing.

### Anti-Money Laundering, FATCA and Common Reporting Standard (CRS)

11. BOQ Specialist is a Reporting Australian Financial Institution under the Automatic Exchange of Information (AEOI) regimes concerning the automatic exchange of financial account information with foreign jurisdictions. These relate to the Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standard (CRS). BOQ Specialist will

conduct due diligence on prospective Account Holders and on existing Account Holders to comply with BOQ Specialist's obligations under the AEOI. If You are applying for an Account, You will need to provide BOQ Specialist with certain information and/or documentation when completing the Account Application Form and otherwise on request. While You are an Account Holder, You may need to provide BOQ Specialist with certain information and/or documentation on request.

12. BOQ Specialist may report information about You and Your Account to the ATO. Generally, BOQ Specialist will report to the ATO information about You if You are a foreign resident for tax purposes, a certain type of foreign entity or a certain type of domestic entity that is controlled by one or more foreign tax residents. If You do not provide BOQ Specialist with the required information and/or documentation upon request, BOQ Specialist may be required to report information in respect of You and Your Account to the ATO and/or may not open an Account for You.
13. In accordance with the AEOI, the ATO will share information reported to it by Australian financial Institutions with the U.S. Internal Revenue Service with regards to FATCA and with other countries that have implemented the CRS.
14. You should consult with Your tax adviser for further information on how BOQ Specialist's due diligence and reporting obligations under the AEOI may affect You.
15. You agree to comply with all regulations or laws applicable to Your Account and undertake to provide any documentation, information or approvals (in original or certified form) as We may deem necessary to give effect to the opening of Your Account, under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and other applicable laws.
16. Everyone who opens a new Account and all signatories to the Account are required by law to be identified. Please note You may not withdraw funds from Your Account until all documentation requirements have been fulfilled.
17. By applying for an Account with Us, You also acknowledge that BOQ Specialist may decide to delay or refuse any request or transaction on Your Account, including any withdrawal or deposit request, if BOQ Specialist reasonably believes that the request or transaction may breach any legal or regulatory obligation or cause BOQ Specialist to commit or participate in, an offence under any law. Where transactions or Accounts are blocked, delayed, frozen or refused by BOQ

Specialist in accordance with this section, You agree that BOQ Specialist is not liable for any loss suffered by You, any additional card holder or other third parties arising directly or indirectly as the result of BOQ Specialist taking this action unless BOQ Specialist has made a mistake or acted negligently or fraudulently. Notwithstanding that You may already have an account with Us and that You may have previously provided all account opening documentation, BOQ Specialist reserves the right to request additional and/or updated information.

## Depositing funds

18. Once Your Account has been opened deposits can be made in the following ways:

### 1. Electronic Funds Transfer

#### AUD deposited in Australia

Account Name: Account Holder name BOQ Specialist

BSB: 951-200

Account number: Your BOQ Specialist Private Access Account, One Account/Offset Account, or 32 Day Notice Account number

#### AUD deposited overseas

Account Name: BOQ Specialist

Account Number: 16037391

SWIFT code: QBANAU4B

Reference: 951200 + Your BOQ Specialist Account number

### 2. Direct Debit

Funds received via Direct Debit will require three working days to clear prior to any withdrawals from Your Transaction and Savings Account.

You authorise Us to, at Our discretion, confirm the BSB, account number and account name You have provided with the external financial institution nominated in the Direct Debit Request, as provided in the Account Application Form.

You may instruct Us by fax, telephone, email or secure message by 1pm Sydney time on a Banking Business Day to debit the relevant amount from a bank account that You hold at another institution. Please note that We will at Our discretion, only debit funds from an account held in the same name. This account that You wish Us to debit must be notified to Us in writing in a form acceptable to Us and must be accompanied by a bank statement evidencing the account details.

We may carry out Your Instruction to process a Direct Debit prior to receiving the supporting bank

statement. However, You will not be able to withdraw funds from Your Transaction and Savings Account until We have received the statement and have verified details of Your Direct Debit account. In the event We are not able to satisfactorily verify details of Your Direct Debit account, We may send the funds back to the account from which they originated.

Any requests received after 1pm on a Banking Business Day or on a day that is not a Banking Business Day may be processed on the next Banking Business Day in Sydney. Payment Instructions to and from Your Designated Account will be accepted by any one signatory.

If You have elected to register for BOQ Specialist's 24/7 Online Banking service, You may also Direct Debit funds using Online Banking. Online Direct Debits may be processed from Your same named Designated Account at another institution subject to the relevant cut-off times.

There is no daily limit applicable to deposits via Direct Debit. Please ensure You have sufficient funds available in the Designated Account from which You wish to debit funds, as a dishonour fee may apply if Your Direct Debit is not cleared.

If You are switching accounts from another bank, You can request that We provide You with information on, and assistance about, notifying Your billing and crediting organisations that You have switched Your account to Us to ensure the continuity of Your direct debit, direct credit and periodic payment arrangements.

### 3. Cheque

All cheques deposited must be made payable to the Account Holder. Endorsed third party cheques will generally not be accepted, although We reserve the right in Our absolute discretion to accept a third party cheque. If We accept a third party cheque We do so subject to You indemnifying Us in accordance with these Terms and Conditions. The amount stated on a cheque received by Us shall not be deemed to have been paid to or received by Us and no withdrawals or transfers of funds may be made against it until the amount of the cheque has been unconditionally credited to Our Account. Generally, this takes three working days for Australian dollar cheque deposits.



Cheques should be drawn in favour of the 'Account Holder name' and should be either:

**posted to the following address for banking on Your behalf:**

BOQ Specialist  
PO Box 2539  
Sydney NSW 2001

**or deposited at any BOQ or ANZ branch as follows:**

Account Name: Name of Your Account with BOQ Specialist  
Bank Name: BOQ Specialist  
BSB: 951-200  
Account Number: Your BOQ Specialist Account Number

Please always advise Us of any cheque deposits made directly into the account to expedite processing. Travellers cheques and bank drafts are not permissible.

#### **4. Cash**

For BOQ Specialist Transaction Accounts that are issued in conjunction with a Debit Card, deposits may be made by way of cash at any BOQ or ANZ branch.

### **Minimum and maximum deposit amounts**

19. While We have the discretion to determine deposit size, We usually accept a minimum deposit amount of AUD \$10,000 for Term Deposit Accounts and 32-day Notice Accounts. No minimum deposits are required for the Private Access Account and Transaction Accounts. The maximum amount that can be deposited is at Our discretion.

### **Depositing funds into a Term Deposit**

20. To open a Term Deposit, or to increase the balance of an existing Term Deposit on the maturity date, You can electronically transfer funds into Your Private Access, or Transaction Account, deposit a cheque or instruct Us to Direct Debit Your same named designated bank account.
21. It is important that You notify Us via email, telephone or fax, of funds transferred into Your Private Access or Transaction Account for the purposes of a Term Deposit prior to or as soon as possible after You deposit funds, to enable Us to provide You with current term and rate options. Should You advise Us of Your intention to hold funds on term prior to making a deposit, Your Term Deposit and applicable rate will commence from the date of deposit. Should You request a Term Deposit after funds have been transferred to Your Account, the term commencement date and applicable rate will be effective as at the date of

Your request. You will only earn the rate of interest agreed with Us for Your Term Deposit from the date of Your notification to BOQ Specialist and agreement by BOQ Specialist (provided funds have been received), not from the value date of the deposit of funds into Your Private Access Account or Transaction Account.

### **Withdrawing Funds from Transaction and Savings Accounts**

22. BOQ Specialist has published information that tells you the types of withdrawal transactions that are available for Your Account type on our website.
23. You consent to provide information in response to enquiries regarding the purpose of any funds transfers that You request to be carried out on Your behalf, particularly non-domestic transfers.
24. Future dated payments which fall on a non Banking Business Day will be processed on the previous Banking Business Day to ensure You are able to meet any corresponding obligations in a timely manner. This applies to both "once only" and scheduled payments.
25. For verification purposes, all third party payment Instructions received in writing (including Instructions received via fax and email) need to be signed in accordance with the signing instructions on the Account (except where given by secure message) and need to be confirmed via telephone. If You do not confirm Your Instruction by phoning Us, We will endeavour to reach You by phone. If We are unable to do so, it will be at Our discretion as to whether We process the withdrawal.
26. You acknowledge that when providing Us with instructions, particularly in relation to scheduling payments in the future, it is Your responsibility to ensure that sufficient cleared funds are available for the payment to be processed. You agree to release Us from any liability whatsoever, which You or any other party may suffer as a result of insufficient funds in Your Account to meet Your instructions and You indemnify Us for any loss, claim, damage or expense We may suffer as a result of giving effect to such instructions.
27. You must pay Us the dishonour fee specified in the Fees and Charges Booklet (at Annexure C and also located at [www.boqspecialist.com.au/important-information/terms-and-conditions](http://www.boqspecialist.com.au/important-information/terms-and-conditions)) where a payment is dishonoured.
28. All Transaction and Savings Accounts must maintain a positive balance. We are under no obligation to follow instructions that would overdraw Your Account. Unless You have elected

and been granted an Overdraft Facility, if the Transaction and Savings Account becomes overdrawn (whether as the result of Us acting on an instruction or debiting other amounts such as interest and fees), You must repay the overdrawn amount immediately. You must pay Us the overdrawn fee specified in the Fees and Charges Booklet where the Account becomes overdrawn. If You have elected and been granted an Overdraft Facility, then the Overdraft Facility Terms and Conditions in Annexure A apply in relation to the Overdraft Facility.

29. All such Instructions (including Instructions in relation to the 32 Day Notice Account and notice for Term Deposits) in respect of withdrawal of funds from Your Transaction and Savings Account must be received by Us on a Banking Business Day before 1pm (Sydney time) in order for the Instruction to be processed on that day. We reserve the right to hold any instructions received after 1pm for all AUD transactions on a Banking Business Day or on a day that is not a Banking Business Day, for processing on the next Banking Business Day. Withdrawal instructions where payment is being made overseas may take up to three banking business days to arrive at the destination.
30. If direct debit arrangements are available for Your Transaction Account, You may authorise a merchant to debit funds from Your Transaction Account directly.
31. You may cancel Your direct debit facility by calling 1300 160 160, 24 hours a day, 7 days a week. You should also contact the merchant who is debiting the funds from Your Transaction Account. If You wish to alter Your direct debit facility, You should contact the merchant who is debiting the funds from Your Transaction Account. We cannot accept a request to stop a payment made under a direct debit arrangement after We have debited the payment from Your Transaction Account.
32. We may decide not to make a direct debit if the available balance is not sufficient to cover the payment when the debit is to be made. We do not have to inform You if a direct debit is not honoured.
33. We may charge You a fee for direct debits, and also debit Your Transaction Account for any fees or charges passed on to Us by another financial institution as a result of a direct debit.
34. If a direct debit is due to be made on a day that is not a Banking Business Day, We make the direct debit on the next Banking Business Day. Unless directly caused by our negligence, fraud or misconduct, We (and our related bodies

corporate) will not be responsible for any loss, damage or liability You may suffer or incur by reason of or in connection with:

- a. the genuineness and authenticity of any Instructions given by You or on Your behalf;
  - b. Us acting on any Instruction which purports to have been despatched on Your behalf by any person or persons who appear to be authorised to transact Your banking business at the time the message is received or refusing to act on or for any delay in processing any Instruction, through whatever medium, in circumstances where We have reason to believe that the Instruction is unauthorised;
  - c. Us assuming that any person claiming to be a person, details of whom have been given to Us in accordance with the Account Application Form or as notified otherwise in writing, is, in fact, that person;
  - d. Us assuming that if You have not given a notice of revocation of any person previously authorised that the person giving instructions to Us is authorised by You to do so;
  - e. any error contained in the Instruction irrespective of whether the error originated in the transmission or the receipt of the Instruction except to the extent the damage or loss was the result of Our or any of Our employees gross negligence, wilful default or misconduct;
  - f. any delays in transmission or payment; or
  - g. any Instruction that You or an authorised signatory has sent, which has not been received by Us.
35. If You ask Us to cancel a Direct Debit authorising Us or another party to deduct funds from Your Transaction Account, We will do so promptly. However, the cancellation of a Direct Debit may put You in breach of Your contract with that other party. We will not be responsible for any such breach or for any loss or damage You may suffer in connection with any such breach.
  36. We may at Our discretion debit Your Transaction and Savings Account with all sums paid, charged or incurred by Us in effecting all such written, telephone or facsimile instructions. You agree to indemnify Us against any loss, damage or liability We may suffer or incur as a result of acting in accordance with Your instructions.

37. Liability for losses resulting from unauthorised transactions will be determined by the ePayments Code, where it applies.
38. For liability and indemnity provisions applying to Personal EFT Transactions using Online Banking services, refer to the Online Banking Terms and Conditions.
39. Unless providing Instructions through Online Banking:
- You acknowledge that You and any joint Account Holder give Us instructions in order to access, direct Us to close and otherwise transact on Your Transaction and Savings Account independently of each other, including to vary instructions provided by another Account Holder; and
  - We are not liable for loss or damage resulting from our actioning instructions given by any Account Holder except to the extent the error was the result of Our gross negligence, wilful default or fraud.
40. If you want to change the method in which the joint Account is operated (such as if You would like the Account to be operated on an “all to sign” basis) You must notify us by calling our 24/7 Client Service Centre. Where more than one Account Holder is required to operate the Account, we will dishonour any direction to close or otherwise transact on Your Transaction and Savings Account unless it is authorised by all required Account Holders. If joint Account Holders are in dispute as to the processing of a transaction or the method in which the joint Account is operated is changed to “all to sign”, we will also stop the use of all Debit Cards on the Account. If we reasonably ask You to, You must return them to Us. If You or any other joint Account Holder uses a Debit Card to withdraw money from the joint Account before it is returned to Us, You will be liable for those transactions.
41. If providing Instructions through Online Banking for third party, Designated Account and B<sub>PAY</sub> payments, any two signatories may authorise the transaction in Online Banking (where more than one is specified in the “Signing Instructions” section in the Account Application Form). For Debit Cards, where more than one signatory is required to operate the Account, each Account Holder must approve the issue of a Debit Card to any signatory, however, once the Debit Card is issued, it may be used to provide Instructions on the Account by the relevant signatory alone, subject to any Monthly Spend Limit applicable to a Debit Card (as described in the Debit Card Conditions of Use). Any joint Account Holder may request

that a Debit Card issued for a joint Account be cancelled at any time.

42. Any one signatory may give notice in relation to a withdrawal from a 32 Day Notice Account or Term Deposit provided the withdrawal is to the Designated Account or to the Private Access Account or Transaction Account held by the Account Holder.
43. The Authority to Operate applies to any changes that You wish to make to any Designated Account details, as well as all third party payment instructions. If the Authority to Operate is incomplete, We may rely on instructions given by any one signatory.

### Withdrawal cut-off times

44. The following is a summary of the cut-off times for withdrawal instructions to be processed on the same Banking Business Day. Any instruction received after these cut-off times will be processed on the next Banking Business Day. Please note that as We are required to confirm all third party withdrawal requests (other than payments through Online Banking) with You prior to processing, please endeavour to send Us your Instructions as early as possible.

Withdrawal Transaction	AEST time	Instruction Method
<b>Electronic Funds Transfers (AUD)</b>	1 pm	Fax, phone, email or secure message
<b>Online transfers (including BPAY)</b>	4 pm	Processed directly through Online Banking
<b>Placing notice</b>	1 pm	Fax, phone, email or secure message

### Withdrawing Funds from your Term Deposit

45. A Term Deposit may be withdrawn on maturity. 31 days’ notice must be given by You for a full or partial withdrawal of the Term Deposit prior to maturity unless Hardship applies as assessed and agreed to by Us.

46. If You proceed with the full or partial withdrawal prior to maturity for any reason, We will have the right to reduce the amount of interest payable to You by an amount limited to the total amount of interest earned to date, calculated as follows:

% of Term Elapsed	Interest Rate Reduction
0 to less than 20%	90%
20% to less than 40%	80%
40% to less than 60%	60%
60% to less than 80%	40%
80% to less than 100%	20%

For example:

31 days' notice is provided and at the end of the notice period the term deposit of \$100,000 for one year at 5% per annum is closed after nine months:

1. Calculate the interest that has accrued on the Term Deposit by dividing the interest rate by 365 to obtain the daily interest rate:

$$0.05 (5.00\%) / 365 = 0.000136986 (0.0136986\%)$$

Multiply this by the principal amount to calculate the interest earned each day:

$$\$100,000 \times 0.000136986 (0.0136986\%) = \$13.70. \text{ Multiply}$$

this by the number of days that the deposit has been open:

$$\$13.70 \times 274 \text{ days} = \$3,753.42$$

2. Calculate the interest reduction. Determine the percentage of the original term that has elapsed:

$9/12 = 0.75 (75\%)$ . As 75% of the original term has elapsed, an interest reduction of 40% of the interest earned is applied. Multiply the interest earned by 0.40 (40%) to calculate the reduction:

$$\$3,751.06 \times 0.40 (40\%) = \$1,501.37$$

3. Subtract the interest reduction from the interest earned to calculate the interest that You receive:

$$\$3,753.42 - \$1,501.37 = \$2,252.05. \text{ You receive } \$2,252.05 \text{ in interest.}$$

If interest has already been paid to You, You authorise Us to debit Your Account to the extent necessary to adjust the amount of interest payable to You, as set out above.

## Maturity of Term Deposits

47. The principal invested in a Term Deposit and any unpaid interest are payable to You at maturity of the deposit (subject to clause 46). Should You wish to withdraw Your deposit on maturity, please follow the withdrawal procedures in the 'Withdrawing funds from Transaction and Savings Account' section of these Terms and Conditions.
48. In the event that You wish to vary Your deposit on maturity please send Us your Instructions in writing at least three Banking Business Days prior to maturity.
49. Unless You advise Us otherwise, subject to clause 90 at maturity we will re-invest Your Term Deposit for the same term at Our prevailing rate of interest which may be a lower interest rate to Your current Term Deposit. However, You are entitled to a grace period. The grace period extends for 7 calendar days from the Term Deposit previous maturity date. During the grace period, You have the option to make changes to Your Term Deposit details or withdraw Your funds, without incurring an interest adjustment or providing 31 days' notice. Our Terms and Conditions current at the time will apply.
50. BOQ Specialist offers special interest rates on selected terms. These terms vary from time to time. If You were on a special rate and Your Term Deposit rolls over automatically, the Term Deposit may be automatically re-invested at a lower rate than the current interest rate. We encourage You to contact Us before Your Term Deposit matures to discuss the rates that may be available on the day Your Term Deposit matures. As interest rates change as frequently as daily, all other conditions being equal, it is unlikely the interest rate You receive on Your Term Deposit will remain constant from one term to the next.
51. Where You have been introduced to Us by an Adviser You can authorise the Adviser (and its authorised employees) to provide deposit maturity and commencement Instructions and request payments to and from any Designated Accounts that you may have set up by completing the Financial Adviser Authority section of the Account Application Form.

## Withdrawing funds from your 32 Day Notice Account

52. You may provide Us at any time with a withdrawal request, specifying the amount You wish to withdraw in accordance with the applicable notice period for Your 32 Day Notice Account. On the expiry of that 32 day notice period, funds will be paid out to the account You nominate, provided the funds are cleared and

We have received all required account opening documentation. In the absence of payee details the withdrawal amount will be paid into Your Private Access Account or Transaction Account.

53. Any early withdrawal requests from Your 32 Day Notice Account will only be considered by Us if the grounds for such request are based on Hardship, as assessed and agreed to, by Us.

### Placing notice on funds in 32 Day Notice Accounts

54. The relevant notice period will commence, subject to applicable cut off times, on the Banking Business Day Your notice Instruction is received. Should You place notice on all Your funds in the 32 Day Notice Account, the principal invested and any accrued interest are payable to the account nominated on completion of the notice period.
55. You may cancel the notice Instruction or reduce the balance on which You have placed notice at any time via fax, email, Online Banking secure message or telephone. The cancellation of a pending notice Instruction can be performed up to two Banking Business Days prior to the expiry of the notice period.
56. Where you have been introduced to Us by an Adviser You can authorise the Adviser (and its authorised employees) to provide notice Instructions by completing the Financial Adviser Authority section of the Account Application Form.
57. If You request the funds in Your 32 Day Notice Account to be withdrawn or transferred before the end of the 32 days, BOQ Specialist has the discretion not to permit the withdrawal or transfer for up to 32 days.

### Accessing Term Deposit or 32 Day Notice Account funds without notice due to Hardship

58. In exceptional circumstances, such as Hardship, You can request an immediate withdrawal of part or all of your deposit without providing the required notice period. BOQ Specialist reserves the right to refuse any immediate withdrawal or redemption request unless Hardship applies as assessed and agreed to by Us.

A withdrawal of part, or the full balance, of Your Term Deposit or 32 Day Notice Account can be considered based on one of the following Hardship grounds:

- specified compassionate grounds (to prevent sale of Your house by Your mortgage holder or to pay medical, disability or funeral expenses); or
- grounds of severe financial Hardship (for "reasonable immediate family living

expenses" including loan repayments, rent arrears, outstanding bills, car repairs and medical expenses).

We strongly advise You tell us immediately if You are in financial difficulty. We will try to help You, provided that any action we take would be fair and reasonable in the interests of You, our other customers and shareholders. Please contact our Client Service Centre on 1300 160 160 for assistance with Hardship.

### Designated Accounts

59. You can nominate certain accounts at other institutions as Your Designated Accounts. Details of Your Designated Accounts and whether these accounts are to be credited, debited or both, must be specified to Us in writing or via an Online Banking secure message.
60. Transfers to and from Your Designated Accounts do not require a signed Instruction and may be requested via phone, email, fax and through Online Banking. Instructions for transfers to and from Designated Accounts will be accepted from any one signatory irrespective of the signing arrangements indicated in the "Signing Instructions" section of the Account Application Form. Transfers to and from accounts which are not Your Designated Accounts will require a signed Instruction in accordance with the signing arrangements as indicated by You in the "Signing Instructions" section of the Account Application Form.
61. Designated Accounts at other institutions from which You wish to Direct Debit funds into Your Transaction and Savings Account must be in the same name as Your Transaction and Savings Account, and We will require confirmation of the account details (see Direct Debit Request Services Agreement annexed below). Designated Accounts to which You would like to transfer funds from Your Transaction and Savings Account may be in the same name or in the name of a third party and We may not require confirmation of account details.

### Debit Card

62. If You have a Debit Card issued in conjunction with Your Transaction Account, You may use Your Debit Card at ATMs, EFTPOS terminals, to make online purchases and for other transactions which may be effected by way of Debit Card.
63. The available cleared funds can be reduced by reference to Debit Card transactions which have been authorised but not yet processed. See the Debit Card Conditions of Use for more details located at [www.boqspecialist.com.au/important-information/terms-and-conditions](http://www.boqspecialist.com.au/important-information/terms-and-conditions).

64. If You obtain Debit Card facilities for use in conjunction with a Transaction Account, Your Account may be subject to unauthorised transactions, for example, if Your PIN for Your Debit Card (if applicable) is lost or stolen. The Debit Cards Conditions of Use contain information about this, and about what to do if Your Debit Card or PIN may be lost, stolen or compromised.
65. We will send any Debit Card issued to You to the address nominated by You in Your Account Application Form. Please note that We will only issue Debit Cards to signatories of a Transaction Account. If the primary card holder sets a monthly spend limit on the Debit Card, access to funds within the Transaction Account via Debit Card will remain subject to such monthly spend limit unless and until such limit is changed by the primary cardholder.

### How We determine interest rate

66. The Applicable Interest Rate applicable to Your One Account, Private Access Account and 32 Day Notice Account are subject to individual quotation. You will not earn interest on Your Offset Account.
67. We will provide You with confirmation of the Applicable Interest rate at the time We open Your One Account, Private Access Account or 32 Day Notice Account and the interest rate confirmation will form part of the governing terms for Your One Account Private Access Account or 32 Day Notice Account. Information on any interest rate is available on request.
68. The Applicable Interest Rates on the One Account, Private Access Account or 32 Day Notice Account are variable interest rates and may change at any time. We will notify You of these changes in accordance with these Terms and Conditions. The rate applicable to Your One Account, Private Access Account and Your 32 Day Notice Account will be shown on Your statement.
69. In the case of Term Deposits, the interest rate is fixed for each term and We will not change the rate during that period. The interest rate applicable to Your Term Deposit will be shown on Your Term Deposit confirmation letter, which forms part of Your terms and conditions.

### Interest calculation

70. For the One Account, Private Access and 32 Day Notice Accounts, interest is calculated on the daily closing credit balance of Your Account from the date of receipt of funds and is capitalised monthly. You may also request for Your monthly interest to be deposited into Your Designated Account, or, in the case of 32 Day Notice Accounts, into Your Private Access Account, or One Account.

71. For Term Deposits, interest is calculated on the daily closing balance of Your Account from the commencement date. For Term Deposits less than one year, interest is capitalised on maturity. For Term Deposits greater than one year, interest is paid annually. You may also elect to receive interest payments on Your Term Deposit periodically throughout the term. Should You wish to receive periodic interest on Your Term Deposit, please contact Us to obtain the applicable interest rates, as these will differ from Our published Term Deposit rates.

### Currency conversion

72. A currency conversion involves a foreign exchange transaction. This is a contract between You and BOQ Specialist to exchange a specified amount in one currency for another currency at the prevailing exchange rate quoted by BOQ Specialist at the time of entering into the transaction. All foreign exchange contracts are settled immediately on the same day that they are transacted, unless otherwise agreed. (Any payment Instructions then executed in relation to the proceeds will be subject to usual processing times).
73. You cannot cancel or change Your foreign exchange transaction after the transaction has been agreed to by BOQ Specialist.
74. If You instruct Us to convert currency, whether on deposit into, or withdrawal from, Your Account, or at any other time subject to Our discretion to trade that currency, We will convert the currency at the applicable foreign exchange rate agreed by Us on the date and time of conversion and pay or credit You the conversion amount. Please note funds must be cleared prior to the processing of any foreign currency transactions. We will confirm the details of Your foreign exchange contract including details of the exchange rate, the conversion amount and any transaction charges that may apply within two Banking Business Days of the conversion.

### Offset Account

75. If You have applied for and We have provided You with an Offset Account linked to Your Home Loan, in addition to these Terms and Conditions (except where specified), the following Terms and Conditions also apply to Your Offset Account: The offset provisions found in Your Home Loan Terms and Conditions; and if the Banking Package is applicable to You, the offset provisions in Your Banking Package Terms and Conditions:
- a. The Offset Account allows You to reduce the amount of interest payable under Your Home Loan, by maintaining a credit balance in Your Offset Account.

- b. Any interest offset benefit will not apply if You close Your Offset Account, or You repay the principal outstanding in Your linked Home Loan, or Your Offset Account is in overdraft.
76. You do not earn any interest on any credit balance of Your Offset Account while it is offsetting Your Home Loan, even if the balance of Your Offset Account exceeds the principal outstanding in Your Home Loan.

### Statements and correspondence

77. Your address for service of all notices and other communications is the mailing address detailed in Your Account Application Form, or as notified in writing to Us from time to time. Monthly statements will be provided to You in accordance with clause 81.
78. If You are a joint Account Holder, unless You or any of the Account Holders request otherwise, all notices and other communications (including statements and notification of any variation to these Terms and Conditions) will be forwarded to You at the address specified as the mailing address for all Account Holders on the Account Application Form, or as notified in writing to Us from time to time.
79. You agree to notify Us in writing of any changes to Your name, address, authorised signatories to Your Account, or Designated Account details as soon as possible. Designated Account details may be changed by informing Us in writing and authorised in accordance with Your 'Authority to Operate' instructions in the Account Application Form.
80. We will not be responsible for any losses associated with any changes in Account details if We have not received adequate prior notice in writing of any such changes.
81. We will send You a monthly statement in respect of Your Transaction Account, Private Access and 32 Day Notice Account, or otherwise provide You with a statement on request (fees may be applicable – refer to the Fees and Charges Booklet at Annexure C and found at [www.boqspecialist.com.au/important-information/terms-and-conditions](http://www.boqspecialist.com.au/important-information/terms-and-conditions)). This will, at Our discretion, be by post to Your mailing address or electronically to Your email address, unless We have otherwise agreed for statements to be made available through BOQ Specialist Online Banking only. The mailing and/or email address used for this purpose will be as specified in Your Account Application Form or as otherwise notified by You to Us from time to time.

82. Please check Your statements carefully. You agree to notify Us promptly if there are any queries.
83. For Term Deposits, on inception and on reinvestment of a Term Deposit, We will mail You a confirmation letter detailing the amount invested, account type, interest rate, start date, maturity date and maturity amount, which forms part of Your terms and conditions. We will also provide You an annual tax statement for all Your Accounts, detailing the interest earned and withholding tax applied (if any) for the previous tax year ended 30 June. We will also provide You with a statement on request, or a more frequent basis if You let Us know in writing.
84. Where You have been introduced to Us by an Adviser We will send the Adviser duplicate copies of Your Account correspondence (and otherwise respond to Your adviser regarding enquiries on Your behalf) unless You specify otherwise.

### Restricting your account and suspending Debit Cards or Online Banking services

85. We may restrict your Account to prevent all or certain types of transactions, and/or suspend an electronic access method linked to your Account (such as a Debit Card or Online Banking), at any time (including while it is linked to a home loan as an Offset Account) and without giving you prior notice, if:
- a. we are required to do so by law or in order to comply with our legal or other regulatory obligations;
  - b. you don't provide us with information we reasonably require to verify your identity or the source of any funds deposited into the account or to otherwise comply with our legal obligations;
  - c. you don't provide us with accurate and up to date Foreign Tax Residency Status information;
  - d. you are no longer an Australian resident; or
  - e. we reasonably believe that:
    - i. doing so is necessary to prevent loss to you or us;
    - ii. your Account is being used in a manner that may result in loss to you or us;
    - iii. there is fraudulent activity occurring in relation to your Account;
    - iv. your Account is being operated in breach of these terms and

conditions in a way that increases risk to you or us;

- v. your use of the Account or activities you undertake in connection with the account are at high risk of involving fraudulent or other unlawful behaviour or loss to us or other persons (for example, activities that are at high risk of being involved in scams);
- vi. you provided us with false or misleading information when you opened your Account which materially increases the risks we are exposed to in relation to you or your Account and we would not have opened your Account had the correct information been provided to us; or
- vii. your Account is being used to defame, harass or threaten any person, or to promote or encourage physical or mental harm of any person or to promote violence against any person (including in the use of the payment descriptions and/or references).

86. If your Term Deposit Account is restricted to prevent withdrawals when it matures, any Instructions you give or have given to us to withdraw any funds from your fixed Term Deposit Account at maturity will be suspended. Where this is this case, in addition to being able to give us Instructions to vary your deposit on maturity (see clause 48), you may instruct us to transfer some or all of the funds in your Term Deposit Account to another account you have or open with us in the same name that has been or will also be restricted. We will continue to pay interest on the credit balance in your Term Deposit Account while it is restricted and, unless you have provided us with Instructions to reinvest it for a different term or transfer funds to another restricted account with us, the funds in your Term Deposit Account will continue to be reinvested as set out in clause 49 (except that you will not be able to withdraw funds during the grace period while your Account remains restricted). If you instruct us to transfer some or all of the funds in your Term Deposit Account to another account with us, whether interest is payable and, if so, the applicable interest rate will be determined by the terms and conditions that apply to that account.

87. We will act reasonably when restricting your Account or suspending an electronic access method linked to your Account, and we will not

do more than is reasonably necessary considering the reasons why we have taken such action. We will tell you if we restrict your Account or suspend an electronic access method linked to your Account and, where possible, we will tell you what you need to do for us to remove the restriction or suspension.

### Closing Your Account

- 88. You may close Your Transaction and Savings Account at any time, however, any Home Loan You have with Us requires repayments to be made from a Transaction Account.
- 89. You may close Your 32 Day Notice Account, subject to placing notice on Your deposit, on completion of the relevant notice period. All funds in Your 32 Day Notice Account (including all interest accrued on the account up to the date of closing the account) will be paid to Your Designated Account at the time of closure.
- 90. We may, at our sole discretion, close your Account without reason by giving you reasonable notice of not less than 30 days. However, we may not close your Account without reason while it is linked to a Home Loan as an Offset Account or prior to maturity if it is a Term Deposit. If your Account is a Term Deposit we may decide not to re-invest your Term Deposit and close your Account at maturity without reason by giving you at least 30 days' prior written notice.
- 91. BOQ Specialist may also close Your Account at any time, without giving You prior notice, if:
  - a. We are required to do so by law or in order to comply with Our legal or other regulatory obligations (including card scheme and payment system rules);
  - b. You don't provide Us with information we reasonably require to verify Your identity or the source of any funds deposited into the Account or to otherwise comply with Our legal obligations or other regulatory obligations (including card scheme and payment system rules);
  - c. You don't provide us with accurate and up to date Foreign Tax Residency Status information;
  - d. You are no longer an Australian resident; or
  - e. We reasonably believe that:
    - i. doing so is necessary to prevent loss to You or Us;
    - ii. your Account is being used in a manner that may result in loss to You or Us;



- iii. there is fraudulent activity occurring in relation to your Account;
  - iv. Your Account is being operated in breach of these Terms and Conditions in a way that increases risk to You or Us;
  - v. Your use of the Account or activities you undertake in connection with the Account are at high risk of involving fraudulent or other unlawful behaviour or loss to us or other persons (for example, activities that are at high risk of being involved in scams);
  - vi. You provided us with false or misleading information when the Account was opened which materially increases the risks we are exposed to in relation to You or the Account and we would not have opened the Account had the correct information been provided to us; or
  - vii. your Account is being used to defame, harass or threaten any person, or to promote or encourage physical or mental harm of any person or to promote violence against any person (including in the use of the payment descriptions and/or references).
92. If You have a credit balance in Your Account when it is closed, all funds (including all interest accrued on the credit balance up to the date of closing the account) will be paid into a bank account of Your choice. If you do not tell us which bank account you want the credit balance paid into, We may return this amount by paying it into Your designated bank account by bank cheque or, where applicable, by transferring it to any 'unclaimed moneys fund' in accordance with applicable law.
93. If your Account is closed, all Debit Cards, Online Banking services and other access methods will be cancelled in relation to the Account.

## Taxation

94. The interest earned on the credit balance of Your Transaction and Savings Account will generally be in the nature of interest income and will need to be declared as such in Your tax return in the year in which it is earned. The taxation information in this document is a general statement as to the taxation implications that may normally arise for an Australian resident taxpayer.

BOQ Specialist makes these statements without reference to Your particular financial

circumstances and based on Our understanding of the general operation of the taxation laws at the time of formulating this document. Interest is calculated daily and can be paid either monthly, yearly or at maturity (of the term is 12 months or less) If the term You select is longer than 12 months, interest will be paid at least annually. Each person's financial circumstances are different and BOQ Specialist recommends that You seek independent and professional financial and taxation advice before making any investment.

95. Government taxes and duties will, where applicable, be deducted from Your Account. Government taxes and duties cannot be paid in cash or deducted from another account.

## Warranties, liabilities and disclaimers

96. You agree to indemnify Us against any claims, loss or damage that We may suffer from whatsoever cause (including reasonable legal costs) arising in connection with:
- a. the enforcement of Our rights under these Terms and Conditions; or
  - b. Your non-compliance with these Terms and Conditions.

This indemnity does not apply to the event of the loss resulting from our gross negligence, wilful default or fraud.

97. We may suspend operations of any or all Your Accounts and/or Our services if Our client records, accounts or services are not available or access to such records, accounts or services is hindered as a result of force majeure, any calamity or condition, industrial action, computer breakdown or sabotage, or any other reason whatsoever, including without limitation, a similar event occurring to Our agents and service providers.
98. You undertake to advise Us immediately of any material circumstances which may affect our business relationship with You.
99. Without prejudice to any other rights which We may have under these Terms and Conditions or at law, You agree that We will be entitled to recover from You any amount of money paid to You to which You are not entitled for any reason. If You unreasonably delay returning the money, We may be entitled to recover interest thereon at the then Applicable Interest Rate and any expenses incurred by Us in relation to such a circumstance. We need not debit any such amount to an Overdraft, except in accordance with the terms of Annexure A where the Overdraft Facility has been provided to You.

100. You warrant that You will be acting as principal in all transactions with Us and that You have proper legal title to all amounts invested or deposited with Us.
101. We are authorised to accept and act upon an Instruction sent or communicated to Us which we reasonably believe to have been despatched by You or by an authorised signatory.
102. You acknowledge that communication by telephone, facsimile and e-mail is not a secure means of communication and involves higher risk of manipulation, distortion or attempted fraud and may be of poor quality and unclear. You hereby authorise Us to accept and act on a telephone Instruction, faxed Instruction or e-mail Instruction which we reasonably believe to have been given by You or Your authorised signatory. You agree to indemnify Us in respect of all claims, liabilities, costs, charges or expenses of any nature incurred or suffered by Us or as a result of Us acting on a communication or Instruction provided by telephone, fax or e-mail unless it was not reasonable for us to have relied on that communication. This clause does not apply to Personal EFT Transactions or Debit Card transactions.
103. In the case where You have appointed an authorised signatory to Your Account:
- a. You warrant that You have the necessary power to open the Account and that the authorised signatory(ies) identified in the Account Application Form are authorised to operate the Account. You undertake and agree not to challenge the authority of the authorised signatory(ies) or the validity of any act performed by Us in reliance upon such authorisation.
  - b. You indemnify Us and hold Us indemnified against all or any claims (including without limitation reasonable legal costs) by any third party arising as a result of any breach of such warranty.
  - c. Subject to (d) below, We may rely on the identity of the authorised signatory(ies) specified on Your Account Application Form (and as updated by You in writing and signed by You).
  - d. In respect of corporate Account Holders, should the authorised signatory(ies) cease to be Your directors or officers or should You wish to terminate their authority to operate the Transaction and Savings Account, then You must promptly notify Us accordingly in writing signed by You and if requested provide Us with a copy of the relevant corporate action evidencing this.
104. If You die while You are the owner of a Transaction and Savings Account issued by Us, We may need to identify Your legal personal representative prior to taking an action on Your Account.
105. If there is any inconsistency between these Terms and Conditions and any Special Terms and Conditions (if applicable to Your Account), the Special Terms and Conditions shall prevail to the extent of the inconsistency.
- Changes to these Terms and Conditions, interest rates and fees and charges**
106. We may change these Terms and Conditions, interest rates, fees and charges, the way We calculate interest, the way You access Your Account and any other aspect of the banking services We provide relating to Your Account. This includes adding new fees or charges in respect of Your Account.
107. However, during an agreed fixed term applying to a Term Deposit:
- We may not change the interest rate that applies to the Term Deposit during that fixed term; and
  - any changes We make that increase the fees and charges payable by you or otherwise decrease the overall return to you in respect of Your Term Deposit will not take effect in relation to Your Term Deposit until your Term Deposit next matures and is reinvested after We give you notice of the change.
108. We will notify You of any such changes in as set out below and in accordance with any law and any code to which we subscribe and these Terms and Conditions.
109. Generally, We will tell You about changes to terms and conditions and fees and charges as soon as reasonably possible (which may be before or after the change is made) or, where the change is unfavourable to You, by providing You with reasonable advance notice of at least 30 days (or at least 32 days in respect of changes affecting a 32-Day Notice Account). However, if we change an interest rate, We will tell You no later than the date of the change, unless We are not able to because the interest rate is calculated accordingly to a money market rate or some other external rate, or a rate otherwise designated as a variable rate. Where there is a change to, or introduction of, a government fee or charge, We will tell You reasonably promptly after the government notifies us (however, we do not have to tell You if the government publicises the change to or introduction of the fee or charge).

110. If We decrease the interest rate applying to your 32-Day Notice Account, We will give you at least 32 days advance notice before the change takes effect.
111. Subject to the ePayments Code (where it applies), We can give You a shorter notice period (or no notice) of an unfavourable change if it is reasonable for Us to manage a material and immediate risk.
112. You agree that we may give You any notices or other documents We are required to give You in writing by publishing them or giving them to You in any manner allowed by law and any applicable code of practice. This may include giving You a notice or other document by:
- a. sending it to You by post to Your last known residential or postal address;
  - b. if You have given us Your email address, by sending it to you by email;
  - c. if You have given us Your mobile number, by sending it to you by SMS;
  - d. publishing it in a major national daily newspaper;
  - e. placing it on or giving it to You with statements of Account; or
  - f. publishing it on our website or on our Online Banking sign-in page or within Online Banking and telling You We have done so.
113. Unless You contact Us and tell Us that You do not want to receive notices or other documents from us electronically, You agree We may give You notices and other documents by electronic communication where allowed by law and any applicable code of practice. If you do not wish to receive notices or other documents from us electronically, please contact us to opt-out of electronic communications. For joint Accounts, We will send notice and other communications to all Account Holders.
114. The Fees and Charges Booklet can be located at Annexure C and the current version applicable to You can be found at [www.boqspecialist.com.au/important-information/terms-and-conditions](http://www.boqspecialist.com.au/important-information/terms-and-conditions), which were provided to You with Your Application Form and were current at the time You completed and submitted Your Account Application Form to Us. Details of fees and charges are also available on request from our offices by calling 1300 160 160.
115. We may, for the purposes of exercising any of Our rights, powers or privileges under this agreement or if required by any law, government agency or stock exchange, disclose to any person (including, any potential assignee, novatee or participant) any documents or records of, or information about You, a transaction, any other collateral documents or security or the assets, business or affairs, relating to You, whether or not confidential.
116. You agree that We may effect transactions with or through agents or Correspondent Banks as determined by Us from time to time. While BOQ Specialist and or its subsidiaries will choose these agents or Correspondent Banks with reasonable care to ensure they are reliable, neither BOQ Specialist nor its subsidiaries will have any responsibility for any acts or omissions of such parties.
117. You acknowledge and agree that We may effect transactions for You through the agency of and/or with a party which is a member of the BOQ Group or a person associated with Us or in which We have a direct or indirect material interest.
118. If You enter into this agreement in the capacity as trustee of a trust, the following applies:
- a. the trustee enters into this agreement in both the trustee's personal capacity and as trustee of the trust;
  - b. the trustee warrants to Us that:
    - i. the trustee has unrestricted authority and power to enter into this agreement;
    - ii. entering into this agreement is in the due and proper administration of the trust and is for the benefit of the beneficiaries of the trust;
    - iii. the performance by the trustee of the trustee's obligations under this agreement has been duly authorised in accordance with the terms of the trust; and
    - iv. no limitation or restriction exists in respect of the trustee's rights to be indemnified from the trust assets for the trustee's obligations under this agreement; and
  - c. the trustee must not, so far as it is able to do so, permit any of the following to occur without our prior written consent:
    - i. any variation, replacement or limitation of the terms of the trust deed;
    - ii. the trustee's removal as trustee or the appointment of another trustee of the trust whether or not in conjunction with the trustee; or

- iii. any distribution, transfer or setting aside of any part of the income or capital of the trust.

## Complaints

119. If you have a problem, complaint or dispute

### a. Our service commitment

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

Resolution of problems is a priority for us. If at any time our service does not meet your expectations we would like you to let us know.

### b. How to contact us

If you have a complaint, there are a number of ways to contact us:

- Contact your dedicated financial specialist.
- Call us on 1300 160 160, 24 hours a day, 7 days a week.
- Complete the online complaints form at [www.boqspecialist.com.au/important-information/feedback-and-complaints](http://www.boqspecialist.com.au/important-information/feedback-and-complaints)
- Contact our Customer Relations Department via:

Email:  
[customer.relations@boqspecialist.com.au](mailto:customer.relations@boqspecialist.com.au)

Call: 1800 663 080

Write to:  
Customer Relations,  
Reply Paid 2258,  
Brisbane QLD 4001

### c. How will your complaint be handled?

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

For further information about how we handle complaints, ask our friendly staff for a copy of our Complaint Guide or alternatively download a copy available on our website.

Please note we comply with the ePayments Code complaint investigation and resolution procedures in connection with Electronic Transactions to which the ePayments Code applies.

### d. What to do if you feel your complaint has not been resolved

If you're unhappy with our response you can approach the Australian Financial Complaints Authority (AFCA). AFCA provides a free and

independent complaint resolution service for financial services. To contact them you can:

Call: 1800 931 678

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

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

Write to: GPO Box 3,  
Melbourne VIC 3001

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

## General

120. Under the Financial Claims Scheme (FCS) the Australian Government guarantees certain deposits up to \$250 000 held with an authorised deposit-taking institution (ADI). BOQ Specialist is a division of Bank of Queensland Limited which is an ADI, and is the issuer of BOQ Specialist products and services. For further information regarding this scheme please refer to [www.fcs.gov.au](http://www.fcs.gov.au) or call the hotline on 1300 55 88 49. Any variation to, or termination of, the Transaction and Savings Account given by You or Your authorised representative will only bind Us if it is permitted under the Terms and Conditions of that Account and it is received in writing, or notified to Us by such other means of communication as may be acceptable to Us, and provided that such variation or termination is acceptable to Us.
121. We may combine the balances of two or more of your accounts held with us, including accounts you have with us which are not the subject of these Terms and Conditions. For example if one of your accounts is overdrawn, we can use funds to your credit in another account to repay that overdrawn amount. We will inform you promptly if we combine any of your accounts but do not need to give you advance notice.
122. However if you have an account that relates to any amount you owe us under a loan that is regulated by the National Credit Code, we may not combine that account with your Account:
  - a. while we are actively considering your financial situation under either paragraph 167 of the Banking Code of Practice or under the hardship provisions of the National Credit Code;
  - b. while you are complying with an arrangement you have made with us after we have considered your financial situation; or

- c. if doing so breaches the Code of Operation: Recovery of Debts from Department of Human Services Income Support Payments or Department of Veterans' Affairs Payments.
123. You must not assign, novate, transfer or otherwise deal with any of Your rights under this agreement or delegate any of Your obligations as an Account Holder without Our prior written consent. We may in Our absolute discretion, grant or withhold Our consent. We may, without Your consent, assign, novate or otherwise transfer all or any part of Our rights and obligations under this agreement provided such assignment, novation or transfer does not materially adversely affect Your rights or obligations under this agreement.
124. If Your Transaction Account is part of a Banking Package, certain benefits and fee reductions or waivers may apply. Please see the Banking Package Terms and Conditions as well as the Fees and Charges Booklet located at [www.bogspecialist.com.au/important-information/terms-and-conditions](http://www.bogspecialist.com.au/important-information/terms-and-conditions) for more information on what fees and benefits may apply to Your Banking Package. If Your Transaction Account falls outside the Banking Package, those benefits may not apply to Your Transaction Account. Please refer to Your Fees and Charges Booklet for the fees and charges applicable for Transactional Accounts within, and outside of the Banking Package.
125. If a provision of these Terms and Conditions is invalid or unenforceable in a jurisdiction it is to be varied to the extent necessary to render the provision no longer invalid or unenforceable, or is if necessary omitted, and that fact does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.
126. A single or partial exercise of a right by Us does not preclude another exercise of another right. Failure by Us to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.
127. These Terms and Conditions and Your Transaction and Savings Account are governed by the laws of New South Wales. You agree to submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales.
128. You must pay to Us on demand any costs reasonably incurred by Us in enforcing our rights under this agreement. You authorise Us to debit any of these costs from Your Transaction and Savings Account. We may do so on or after the date We pay them or the date they become due or

payable by You or Us (whichever is earlier). If you ask Us we will provide you with an explanation of what these costs are.

129. The singular includes the plural and vice versa.
130. A reference to a person includes a corporation and vice versa.
131. 'Including' and similar expressions are not words of limitation.

### The relationship between banker and customer

132. The relationship between a bank and its customer (including the relationship between You and us) has been defined by a number of court cases. Set out below are some of the terms which are implied into any contract between a bank and its customer.
133. You should be aware that the specific Terms and Conditions applying to our Banking Services may alter these implied terms, and may add new or additional terms.

### Terms implied into the contract between banker and customer

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

#### a. Our duties:

- Opening accounts— We owe a duty of care to You in opening accounts to make proper enquiries to ensure accurate identification of You and verification of account details.
- Duty of secrecy – We have a duty of secrecy to You with respect to the transactions which go through Your Account. However, this duty is not absolute and is subject to certain qualifications. For example, we may disclose information where You have expressly or impliedly consented or as required by law.
- Financial advice— We must exercise care and skill when providing financial advice to You as part of, or incident to, the Banking Services we offer.
- Conform with Your mandate – due to the debtor / creditor nature of Your relationship with Us, We are bound to conform strictly with Your mandate which may be issued in the form of a cheque or some other written order. Unless otherwise agreed, We are specifically obligated to repay an amount on demand.
- Question of valid mandate— while We are subject to the primary duty to repay on

demand an amount due to You, this is conditional upon our duty to question a request for payment. We will do this in circumstances which raise a serious or real possibility that fraud is being committed on the Account.

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

**b. Your duties:**

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

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## Annexure A – Overdraft Facility Terms and Conditions

If You take out an Overdraft Facility on a Transaction Account, the Overdraft Facility will be governed by the following Overdraft Facility Terms and Conditions, as well as the Transaction and Savings Account Terms and Conditions, and the Overdraft Schedule. These Overdraft Facility Terms and Conditions are issued by BOQ Specialist - a division of Bank of Queensland Limited ABN 32 009 656 740 AFSL and Australian credit licence No. 244616.

### Does the National Credit Code apply to this agreement?

Some provisions of these Overdraft Facility Terms and Conditions (including the Overdraft Schedule) are stated to apply only if the National Credit Code applies, or does not apply, to these Overdraft Facility Terms and Conditions (including the Overdraft Schedule). The National Credit Code is a national law designed to protect consumers in relation to credit contracts, mortgages, guarantees and other matters.

The National Credit Code will apply to this agreement if You are an individual and the credit is provided predominantly for personal, domestic or household use, or for investment in residential property (but not other forms of investment).

The National Credit Code will apply to the guarantee and indemnity in clauses 28 to 37 in relation to a Guarantor who is an individual if the National Credit Code applies to this agreement.

### Definitions

In these Overdraft Facility Terms and Conditions the following words have the following meanings, unless otherwise specified or the context requires otherwise:

**Applicable Interest Rate Overdraft** means the interest rate applicable to Your overdraft, as specified in the Overdraft Schedule that is part of this agreement or as amended in accordance with clause 13 below.

**Australian Sanctions Laws** means:

- a. the United Nations Security Council (UNSC) sanctions pursuant to the Charter of the *United Nations Act 1945* (Cth) and its associated regulations as part of Australia's international obligations; and
- b. autonomous sanctions pursuant to the *Autonomous Sanctions Act 2011* (Cth) and its associated regulations as part of Australia's independent foreign policy.

**Change of Credit** means a change in the financial position of any person who has given a guarantee of your obligations under this agreement or an adverse change in the value of the Security Interest which we determine would, if it had occurred at the time we

approved the Overdraft Facility, have materially adversely affected our decision to provide the Overdraft Facility on the Terms and Conditions set out in this agreement.

**Credit Limit** means the credit limit which We approve from time to time in respect of Your Transaction Account.

**Information Statement** means the Information Statement provided to You, the borrower and a guarantor under this Overdraft Facility, as set out below.

**International Sanctions Laws** means any applicable sanctions laws or regulations administered or enforced from time to time by the U.S government (including OFAC, the US State Department or any other agency of the US government), the United Nations Security Council, the European Union or Her Majesty's Treasury or any other sanctions authority in a jurisdiction other than Australia.

**Overdraft Schedule** means the schedule of details and offer from Us provided to You which You must accept in order to receive an Overdraft Facility.

**Overdue Interest Rate** means the Applicable Interest Rate Overdraft plus 4% per annum.

**Security Interest** means any collateral or security interest that We have taken that secures amounts including money owing under Your Overdraft Facility.

Any other capitalised terms throughout the Overdraft Facility Terms and Conditions that are not defined in this section, have the same meaning as terms defined in the Transaction and Savings Account Terms and Conditions or the individual product Terms and Conditions.

### Applying for an Overdraft Facility

When applying for an overdraft on Your Transaction Account, depending on Your personal and financial circumstances as well as the Credit Limit You are seeking, We may require a Security Interest (generally, in the form of a charge, mortgage or bill of sale over Your asset) before We can issue You an Overdraft Facility.

We may need to make enquiries to verify the information disclosed by You to Us from time to time. If required by law, there may be reciprocal disclosure of information to other institutions.

If BOQ Specialist approves Your Account Application Form and Credit Limit, We will send You an Overdraft Schedule offering to enter into a contract with You for an Overdraft Facility. You will be bound by the Transaction and Savings Account Terms and Conditions and the Overdraft Facility Terms and Conditions, the Direct Debit Request – Service Agreement (if applicable) any

Special Terms and Conditions (if applicable) and the Debit Card Conditions of Use (if applicable) with respect to the Overdraft Facility where You accept the offer as set out in the Overdraft Schedule.

The Overdraft Schedule may require You to accept the terms of the Overdraft Facility by signing and returning a specified document or may allow You to accept the terms in some other way.

### Overdraft Facility

1. In addition to the transactional facility under Your Transaction Account, We will, in accordance with these Overdraft Facility Terms and Conditions, make funds available to You on overdraft up to the Credit Limit.

In addition to any other clause in this agreement, You acknowledge that We may delay, block or refuse to make a payment or take any other action where We reasonably consider it necessary to do so in order to avoid a breach of Australian Sanctions Law or International Sanctions Law. You represent and warrant that You will not do, or omit to do, anything that would cause Us to breach Australian Sanctions Laws or International Sanctions Law.

2. You or an authorised signatory may provide Us with an Instruction requesting that an amount, not exceeding in aggregate Your deposit balance and Your approved Credit Limit amount, be credited to the Designated Account or any other account as directed by You. For example, if You have registered for BOQ Specialist's Online Banking service You may, using Online Banking and subject always to being within Your approved Credit Limit and daily transaction limit and any relevant cut-off times, transfer funds from this Overdraft Facility to:
  - a. Your Designated Account;
  - b. a third party bank account; and/or
  - c. a BPAY Biller.
3. No funds will be available if You are in default under this agreement.

### Default

4. You are in default if a monetary default occurs, or a non-monetary default occurs.
5. A monetary default occurs if you don't pay any amount required under these Overdraft Facility Terms and Conditions or your Overdraft Schedule when it's due.
6. A non-monetary default occurs if:
  - a. you or a Guarantor becomes insolvent;

- b. another creditor takes enforcement proceedings against you or a Guarantor (or your or their assets);
- c. early repayment is required under another arrangement you or a Guarantor has with us, or we take default-based action against you or a Guarantor because of a default of a type described in this clause 6;
- d. we believe on reasonable grounds that you or a Guarantor hasn't complied with the law or any requirement of a statutory authority that relates to these Overdraft Facility Terms and Conditions, or it becomes unlawful for you or us to continue with the Overdraft Facility;
- e. you or a Guarantor gives us information or makes a representation or warranty to us in relation to these Overdraft Facility Terms and Conditions or any guarantee relating to it which is materially incorrect or misleading (including by omission) and which has given rise to, or is likely to give rise to, a material increase to our risk in relation to the Overdraft Facility;
- f. you or a Guarantor don't give us financial information required by these Overdraft Facility Terms and Conditions;
- g. if the facility is provided for business purposes:
  - i. you or a Guarantor don't maintain a licence or permit necessary to conduct your business; or
  - ii. the legal or beneficial ownership, or management or control of you or a Guarantor (or your or their business) changes without our consent; or
  - iii. the status, capacity or composition of you or a Guarantor changes without our consent (e.g. if you are a partnership and it is dissolved, or you are a trustee and there is a change in trustee or the trust ends).

7. We will only act on a non-monetary default if it is material, or we reasonably consider it has or will have a material effect on:
  - a. your or a Guarantor's ability to meet your or their financial obligations to us (or our ability to assess this), or
  - b. our legal or reputational risk if the default is of a type referred to in sub-clause 6(g).
8. If we decide to act and the NCC applies to your Overdraft Facility, we will give you a default



notice that specifies the default, includes any other information required by the NCC, and gives you at least 30 days to fix the default (if it can be fixed) unless:

- a. we reasonably believe that we were induced by fraud to enter into the agreement relating to your Overdraft Facility;
  - b. we have made reasonable attempts to locate you, without success; or
  - c. a Court authorises us to begin enforcement proceedings.
9. If we decide to act, and the NCC doesn't apply to your Overdraft Facility (e.g. because it relates to credit provided to a business), we will:
- a. give you a default notice specifying the default, and
  - b. give you a reasonable time to fix the default (if it can be fixed). We will give you at least 30 days to fix the default, unless it's reasonable for us to act more quickly to manage a material and immediate risk relating to the nature of the relevant default or your particular circumstances.
10. Other laws may require us to give you certain information before taking enforcement action in relation to your Overdraft Facility. We may include that information in the default notice under this clause or in another notice.
11. If you don't or can't fix the default, then at the end of the period specified in any default notice we've given you we can immediately:
- a. require you to pay the total amount owing; and
  - b. sue you for the total amount owing.
- ii. by making deposits individually or in aggregate greater than the interest charged on Your account into Your Transaction Account from time to time, but in any event by the end of the following month after interest is debited to Your account; or
  - iii. upon request by You and subject to approval by Us, by capitalising the interest for a period of time as agreed to by Us.
- c. You acknowledge that if interest is capitalised as set out in clause 12(b)(iii) above, the debit balance owing on Your Transaction Account will be increased by the amount of the capitalised interest and may be in excess of the Credit Limit approved by BOQ Specialist;
  - d. If the interest due is not paid within 7 days of the due date for payment of interest (including by debit or deposit or capitalised by agreement), We will be entitled to charge You interest on that amount at the Overdue Interest Rate in accordance with clause 20 below.
13. We may change the Applicable Interest Rate Overdraft at any time. We will notify You by advertisement in The Australian newspaper on or before the date of any increase in the Applicable Interest Rate Overdraft.
14. We note that if You hold an Overdraft Facility on Your Offset Account, any interest offset benefit will not apply to You while Your Offset Account is in overdraft.

## Interest

12. If the balance owing on Your Transaction Account is in debit, You must pay Us interest on that amount calculated in accordance with the following:
- a. interest accrues daily and is calculated at the Applicable Interest Rate Overdraft on the basis of a 365 day year (including in a leap year) and is debited to Your account on the last day of the month;
  - b. interest may be paid in any one of the following ways:
    - i. by debiting Your Designated Account on the first day of the month following the debiting of interest to Your account as per 12(a) above;

## Review

15. Unless the National Credit Code applies to your Overdraft Facility, we may review Your Overdraft Facility annually, or at any time if there is or may be, in our opinion, a Change of Credit. If we undertake a review, You must give Us any information We reasonably request concerning Your financial position and Your performance under this agreement.

## Reducing the Credit Limit

16. We may reduce the Credit Limit, or stop providing further credit. Unless You are in default, We will not reduce the Credit Limit below the unpaid balance of Your Overdraft Facility and We will give You 30 days prior notice in writing. However, We can give You a shorter notice period (or no notice) if it is reasonable for Us to do so to manage a material and immediate risk.

## Repayment on demand

17. We may demand that You repay the whole or part of the total balance owing on Your Overdraft Facility at any time by notice in writing. If We give you such a notice, You must repay in full the amount We demand at the time We specify in the demand (which must be at least 30 days after the date the demand is given to You). If You do not pay that amount within 7 days of the date specified in a demand, We are entitled to charge You interest on that amount at the Overdue Interest Rate in accordance with clause 20 below.
18. You acknowledge that there is no agreement, arrangement or understanding between You and Us that We may demand repayment only when a particular event occurs or does not occur.

## Overlimit and Overdue amounts

19. If the balance owing on Your Overdraft Facility exceeds the Credit Limit, You must repay the amount of any excess immediately.
20. If any amount is overdue under this agreement, We are entitled to charge You interest on that amount at the Overdue Interest Rate on that overdue amount. The overdue interest accrues daily from the date that We are entitled to charge it until all outstanding interest amounts are fully paid.
21. If You are a farmer and We have provided You with an Overdraft Facility that is used for the purposes of a farming operation, We will not charge You interest at the higher rate on overdue amounts (or fees instead of overdue interest) during any period that the land You use for that farming operation is in drought or natural disaster, where the Banking Code of Practice requires this.

However, You may have to tell Us about the circumstances before We can do these things or provide You with a refund.

In this clause the words “farmer” and “farming operation” have the meaning given to them in the Banking Code of Practice.

## Payments

22. All payments to be made under this agreement must be made free and clear of any set-off (unless You have a right of set-off granted by law which We cannot exclude by agreement (such as under the National Credit Code)), counterclaim, deduction or withholding unless prohibited by law.

23. If You are prohibited by law from making those payments free and clear of all deductions and withholdings, then:
  - a. You agree to deduct the relevant amount; and
  - b. You agree to pay an amount equal to the amount deducted to the relevant authority in accordance with applicable law and give the original receipts to Us.

## Dealing with interests

24. You must not cause or permit any person to acquire an interest in Your rights or obligations under this agreement.
25. We have the right at law at any time to assign all or any of Our rights and benefits under this agreement to any person, including a securitisation or funding vehicle, or a sub-participant of Our participation under this agreement, without Your consent. Any person to whom Our rights are transferred will have the same rights that We do under this agreement that are no greater than Our rights.
26. You agree that if We so reasonably direct, all or any of Our rights under this agreement may be novated or transferred to any person, on the basis that the person will have the same rights that We do under this agreement that are no greater than Our rights.
27. You agree that We may disclose any information or documents We consider desirable to help Us exercise these rights. You also agree that We may disclose to any person to which Our rights or obligations may be assigned, novated or transferred any information necessary to effect that securitisation so long as they agree to keep that information confidential.

## Guarantee and indemnity

The Banking Code of Practice may apply to this guarantee. Before entering into the guarantee, the Guarantor should note that there are financial risks involved in entering into the Guarantee, and we recommend that the guarantor asks its legal and financial adviser about this. We will provide information about You and the Overdraft Facility in accordance with the Banking Code of Practice, and upon request.

28. In consideration of Us, at Your request, providing the Overdraft Facility to You, the Guarantor guarantees to Us:
  - a. the due and punctual performance by You of Your obligations under this agreement or any holding over under these Overdraft Facility Terms and Conditions (including the Overdraft Schedule); and

- b. the payment of all money owing under this agreement.

The Guarantor may be able to end, withdraw from or limit its liability under this Guarantee and indemnity to the extent allowed under the Banking Code and the National Credit Code. However, the Guarantor may need to do something before it can do one or more of these things and there may be some limitations on its ability to do this. For example:

- c. if the Guarantor want to end its liability under this Guarantee and indemnity it may have to pay Us the relevant amounts that it may be liable for under the Guarantee and indemnity;
- d. the Guarantor can also withdraw from this guarantee and indemnity before We provide credit to You and in some circumstances after We provide credit; and
- e. the Guarantor can write to Us to limit its liabilities under this Guarantee and indemnity. (However, We do not have to accept this if the limit the Guarantor ask for is less than its existing liabilities or if We are obliged to make further advances to You.)

The Guarantor can contact Us if it wants more information about whether and how it can end, withdraw from or limit its liability under this Guarantee and indemnity. The Guarantor should also ask its legal adviser about this.

- 29. As a separate obligation the Guarantor indemnifies Us against any claim which may arise as a result of:
  - a. the non-payment of any money due under this agreement;
  - b. the non-performance of any of Your obligations under this agreement;
  - c. any holding over under this agreement; or
  - d. Your death, insolvency or incapacity or because of any other act, omission or circumstances affecting You.
- 30. The obligations of the Guarantor under this guarantee and indemnity in clauses 28 to 37 are principal obligations imposed on the Guarantor. Subject to any restrictions imposed by the National Credit Code or the Banking Code of Practice, We have the right to make a claim or demand on the Guarantor under the guarantee and indemnity in clauses 28 to 37 without having first taken any proceedings against You or any other person.

- 31. This guarantee and indemnity in clauses 28 to 37 is not to be considered as wholly or partly discharged unless and until all of the guaranteed money has been paid in full.

- 32. However, the Guarantor may have rights under the National Credit Code or the Banking Code of Practice to end, withdraw from, or limit this guarantee and indemnity. The Guarantor may be able to end, withdraw from or limit its liability under this guarantee and indemnity to the extent allowed under the Banking Code of Practice. The Guarantor may need to do something before it can do one or more of these things and there may be some limitations on its ability to do this. For example:

- a. if the Guarantor wants to end its liability under the guarantee and indemnity it may have to pay us the relevant amounts that it may be liable for under the guarantee;
- b. the Guarantor can also withdraw from the guarantee and indemnity before we provide credit to the debtor and in some circumstances after we provide credit; and
- c. the Guarantor can write us to limit its liabilities under the guarantee and indemnity. (However, we do not have to accept this if the limit the Guarantor asks for is less than your existing liabilities or if we are obliged to make further advances to you).

The Guarantor can contact us if it wants more information about whether and how it can end, withdraw from or limit its liability under this guarantee and indemnity.

- 33. If an insolvency event occurs in relation to You:
  - a. the Guarantor must not prove in any such insolvency event in competition with Us without Our prior written consent;
  - b. if required by Us in writing, the Guarantor must immediately prove in any such insolvency event for all money owed to the Guarantor and must not exercise or attempt to exercise any right of setoff against You;
  - c. money recovered by the Guarantor from any such insolvency event or pursuant to the realisation or enforcement of any security taken by the Guarantor from You must be paid immediately to Us to the extent of the unsatisfied liability of the Guarantor under this guarantee and until paid will be held by the Guarantor on Our behalf; and
  - d. the Guarantor authorises Us to prove for all money which the Guarantor has paid under

this guarantee and any other money due from You to the Guarantor.

34. Without limiting clause 30, as long as there is money owing under this agreement, the Guarantor may not without Our prior written consent:
- a. reduce its liability under this guarantee and indemnity by raising a defence, set-off or counterclaim available to itself, You or a co-surety or co-indemnifier against Us or exercising any right of set-off or making a counterclaim against Us unless entitled to do so under the National Credit Code; or
  - b. exercise a right, or enforce a right to claim, to be entitled against You or any other Guarantor or against their estate or property (including, without limitation, a claim to be entitled to a Security Interest, or to the benefit of another guarantee, indemnity, or other assurance against loss which is similar to a guarantee or indemnity):
    - i. In connection with this agreement or any other amount payable under the guarantee and indemnity in clauses 28 to 37 (for example, the Guarantor may not try to enforce or require the enforcement of any Security Interest We have taken that secures amounts including money owing under this agreement); or
    - ii. in favour of a person other than Us in connection with any obligations of, or any other amounts payable, by You, or for the account of, that other person; or
  - c. prove in competition with Us if an Insolvency Event occurs in relation to You or any other Guarantor whether in respect of an amount paid by the Guarantor under this guarantee and indemnity, in respect of another amount (including the proceeds of a Security Interest) applied by Us in reduction of the Guarantor's liability under this guarantee and indemnity, or otherwise; or
  - d. exercise a right to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of a Security Interest or guarantee or a share in it now or subsequently held for the money owing under this deed or other money payable under this guarantee and indemnity.
- For the avoidance of doubt, paragraph (b) includes a claim to entitlement by way of subrogation or otherwise.
35. If We ask, the Guarantor agrees to notify any relevant person of the terms of this clause and other parts of this guarantee and indemnity that may be relevant. The Guarantor also authorises Us to do so at any time in its discretion and without first asking the Guarantor to do it. This applies despite anything else in this guarantee. This clause continues after this guarantee in clauses 28 to 37 ends.
36. Rights given to Us under the guarantee and indemnity in clauses 28 to 37 and the Guarantor's liabilities under it are not affected by the fact that We vary or replace this agreement, such as by increasing the credit limit. If the guarantee and indemnity in clauses 28 to 37 is one to which the National Credit Code applies, We cannot increase the Guarantor's liabilities under this guarantee and indemnity by changing the terms of this agreement except in compliance with the National Credit Code.
37. This guarantee and indemnity in clauses 28 to 37 is not impaired or discharged by:
- a. any breach, wilful or otherwise, of any of Your obligations under this agreement and whether with or without Your consent or knowledge, or the consent or knowledge of any Guarantor or Us;
  - b. the granting of any time, credit, forbearance, indulgence or concession to You or to any Guarantor in all cases where We are acting reasonably in doing so;
  - c. the fact that We give You a concession, such as more time to pay, in all cases where We are acting reasonably in so doing;
  - d. the unenforceability in whole or in part of this agreement against You or any guarantee and indemnity against any other Guarantor unless this is due to Our negligence;
  - e. the fact that all or any part of the money owing by You may not be recoverable or may cease to be recoverable from You or any other person liable for that money (other than because the money has been fully paid);
  - f. the liquidation, death, insolvency or bankruptcy of You or any Guarantor;
  - g. the avoidance for any reason of any payment by You or on Your behalf or by any Guarantor;

- h. the transfer or assignment of the benefit of this agreement to any person or corporation;
- i. You or any Guarantor being under any legal disability; or
- j. any other matter or thing that but for this provision could or might operate to abrogate the effects of the provisions of this guarantee and indemnity.

In exercising Our rights under this agreement (including in relation to this guarantee and indemnity in clauses 28 to 37), We need not consider how the matter will affect the Guarantor or act in the Guarantor's interest. However, in choosing how to exercise Our rights (including by not exercising them or delaying an exercise) We must have regard to Our legitimate interest in recovering the debit balance owing under this Overdraft Agreement and fees and charges payable by You under this agreement (see Fees and Charges Booklet for more information), and not act solely for the purpose of prejudicing the Guarantor.

### National Credit Code

38. If the National Credit Code applies to this agreement the maximum amount, We can require the Guarantor to pay under the guarantee and indemnity in clauses 28 to 37 is not more than the sum of:
- a. Your liabilities under this agreement; and
  - b. our reasonable enforcement expenses reasonably incurred in enforcing the guarantee and indemnity in clauses 28 to 37.

### Reinstatement of rights

39. If, under any law relating to insolvency or for any other reason, a person claims that a transaction (including a payment, conveyance or transfer) in connection with the money payable under the guarantee and indemnity in clauses 28 to 37 is void, voidable, unenforceable or defective for any reason and the claim is upheld, conceded or settled, then, despite any discharge, release, settlement or arrangement granted or made by Us on the faith of that transaction:
- a. We are immediately entitled as against You or the Guarantor to the rights in respect of any money owing by You under this agreement (including, without limitation, the money payable under the guarantee and indemnity) to which We were entitled immediately before the transaction;
  - b. at Our request, You or the Guarantor agree to do anything (including signing

any document) to restore Us to our position immediately before the transaction (including, without limitation reinstating the guarantee and indemnity in clauses 28 to 37 of this agreement); and

- c. We are entitled to recover from You as a debt all costs and expenses We incur in connection with negotiations or proceedings in relation to that claim.

The Guarantor's obligations under this clause are continuing obligations, independent of the Guarantor's other obligations under this agreement and continue after this agreement ends.

40. If there is more than one Guarantor, then the obligations under this guarantee and indemnity bind each of them separately and any two or more of them jointly.

### Further assurances

41. You must do anything We reasonably ask and consider necessary (at Your own expense) (such as obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed) to:
- a. ensure that this agreement is not void, voidable or otherwise unenforceable by Us in accordance with its terms;
  - b. effect, perfect or complete the provisions of this agreement or any transaction contemplated by it;
  - c. ensure that a Security Interest is enforceable, perfected (including registration and where possible, by control in addition to registration under the PPS Act) and otherwise effective; and
  - d. stamp and enable Us to apply for any registration, or give any notification, in connection with this agreement or any Security Interest created by it so that the Security Interest has the priority required by Us.

This clause applies to anything We ask You to do in connection with the PPS Act.

### Inconsistency with or contravention of National Credit Code

42. This clause 42 applies to the extent the National Credit Code applies to this agreement. If:
- a. the National Credit Code would otherwise make a provision of this agreement illegal, void or unenforceable; or
  - b. a provision of this agreement would otherwise contravene a requirement of the

National Credit Code or impose an obligation or liability which is prohibited by the National Credit Code;

the agreement is to be read as if that provision were varied to the extent necessary to comply with the National Credit Code or, if necessary, omitted.

43. If the National Credit Code is inconsistent with this agreement, the National Credit Code overrides this agreement to the extent of the inconsistency.

### **Service**

44. Subject to any legal requirements for service, any notice, demand, originating process, court document or any other document relating to a proceeding may be served on You by being sent by prepaid ordinary post to Your residential or business address last known to Us or by being left at Your residential or business address last known to Us or by being sent by prepaid ordinary post or by being left at any land in respect of which You, now or in the future, have any legal, equitable and/or beneficial interest in.

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## Information statement for You, the borrower

This Information Statement is issued by BOQ Specialist - a division of Bank of Queensland Limited ABN 32 009 656 740 (BOQ Specialist, We, Us, Our) AFSL and Australian credit licence No. 244616.

This information statement applies to You if the National Credit Code applies to this agreement.

### Things You should know about Your proposed credit contract.

This statement tells You about some of the rights and obligations of yourself and Your credit provider. It does not state the terms and conditions of Your contract.

If You have any concerns about Your contract, contact the credit provider and, if You still have concerns, the AFCA scheme, or get legal advice.

### The contract

#### 1. How can I get details of my proposed credit contract?

Your credit provider must give You a precontractual statement containing certain information about Your contract. The precontractual statement, and this document, must be given to You before

- Your contract is entered into; or
- You make an offer to enter into the contract whichever happens first.

#### 2. How can I get a copy of the final contract?

If the contract document is to be signed by You and returned to Your credit provider, You must be given a copy to keep. Also, the credit provider must give You a copy of the final contract within 14 days after it is made. This rule does not, however, apply, if the credit provider has previously given You a copy of the contract document to keep.

If You want another copy of Your contract, write to Your credit provider and ask for one. Your credit provider may charge You a fee. Your credit provider has to give You a copy:

- within 14 days of Your written request if the original contract came into existence 1 year or less before Your request; or
- otherwise within 30 days of Your written request.

#### 3. Can I terminate the contract?

Yes. You can terminate the contract by writing to the credit provider so long as:

- You have not obtained any credit under the contract; or

- a card or other means of obtaining credit given to You by Your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.

However, You will still have to pay any fees or charges incurred before You terminated the contract.

#### 4. Can I pay my credit contract out early?

Yes. Pay Your credit provider the amount required to pay out Your credit contract on the day You wish to end Your contract.

#### 5. How can I find out the pay out figure?

You can write to or phone Your credit provider at any time and ask for a statement of the pay out figure as at any date You specify. You can also ask for details of how the amount is made up.

Your credit provider must give You the statement within 7 days after You give Your request to the credit provider. You may be charged a fee for the statement.

#### 6. Will I pay less interest if I pay out my contract early?

Yes. The interest You can be charged depends on the actual time money is owing. However, You may have to pay an early termination charge (if Your contract permits Your credit provider to charge one) and other fees.

#### 7. Can my contract be changed by my credit provider?

Yes, but only if Your contract says so.

#### 8. Will I be told in advance if my credit provider is going to make a change in the contract?

That depends on the type of change. For example:

- You get at least same day notice for a change to an annual percentage rate.
- That notice may be a written notice to You or a notice published in a newspaper.
- You get 20 days advance written notice for:
  - a change in the way in which interest is calculated; or
  - a change in credit fees and charges; or
  - any other changes by Your credit provider,

except where the change reduces what You have to pay or the change happens automatically under the contract.

**9. Is there anything I can do if I think that my contract is unjust?**

Yes. You should first talk to Your credit provider. Discuss the matter and see if You can come to some arrangement. If that is not successful You may contact the AFCA scheme. The AFCA scheme is a free service established to provide You with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted at:

Australian Financial Complaints Authority

Phone: 1800 931 678

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

Write to: GPO Box 3,  
Melbourne VIC 3001

Alternatively You can go to court. You may wish to get legal advice, for example from Your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at [www.asic.gov.au](http://www.asic.gov.au).

## Insurance

**10. Do I have to take out insurance?**

Your credit provider can insist You take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, You can decide if You want to take out insurance or not. If You take out insurance, the credit provider can not insist that You use any particular insurance company.

**11. Will I get details of my insurance cover?**

Yes, if You have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by Your credit provider. In that case the insurer must give You a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if You acquire an interest in any such insurance policy which is taken out by Your credit provider then, within 14 days of that happening, Your credit provider must ensure You have a written notice of the particulars of that insurance.

You can always ask the insurer for details of Your insurance contract. If You ask in writing Your insurer must give You a statement containing all the provisions of the contract.

**12. If the insurer does not accept my proposal, will I be told?**

Yes, if the insurance was to be financed by the credit contract. The insurer will inform You if the proposal is rejected.

**13. In that case, what happens to the premiums?**

Your credit provider must give You a refund or credit unless the insurance is to be arranged with another insurer.

**14. What happens if my credit contract ends before any insurance contract over mortgaged property?**

You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

## Mortgages

**15. If my contract says I have to give a mortgage, what does this mean?**

A mortgage means that You give Your credit provider certain rights over any property You mortgage. If You default under Your contract, You can lose that property and You might still owe money to the credit provider.

**16. Should I get a copy of my mortgage?**

Yes. It can be part of Your credit contract or, if it is a separate document, You will be given a copy of the mortgage within 14 days after Your mortgage is entered into. However, You need not be given a copy if the credit provider has previously given You a copy of the mortgage document to keep.

**17. Is there anything that I am not allowed to do with the property I have mortgaged?**

The law says You cannot assign or dispose of the property unless You have Your credit provider's, or the court's, permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what You can or cannot do with the property.

**18. What can I do if I find that I cannot afford my repayments and there is a mortgage over property?**

See the answers to questions 22 and 23. Otherwise You may:

If the mortgaged property is goods—give the property back to Your credit provider, together with a letter saying You want the credit provider to sell the property for You;

- sell the property, but only if Your credit provider gives permission first; OR



- give the property to someone who may then take over the repayments, but only if Your credit provider gives permission first.

If Your credit provider won't give permission contact the AFCA scheme for help.

If You have a Guarantor, talk to the Guarantor who may be able to help You.

You should understand that You may owe money to Your credit provider even after mortgaged property is sold.

**19. Can my credit provider take or sell the mortgaged property?**

Yes, if You have not carried out all of Your obligations under Your contract.

**20. If my credit provider writes asking me where the mortgaged goods are, do I have to say where they are?**

Yes. You have 7 days after receiving Your credit provider's request to tell Your credit provider. If You do not have the goods You must give Your credit provider all the information You have so they can be traced.

**21. When can my credit provider or its agent come into a residence to take possession of mortgaged goods?**

Your credit provider can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

**General**

**22. What do I do if I cannot make a repayment?**

Get in touch with Your credit provider immediately. Discuss the matter and see if You can come to some arrangement. You can ask Your credit provider to change Your contract in a number of ways, for example:

- to extend the term of the contract and reduce payments; or
- to extend the term of Your contract and delay payments for a set time; or
- to delay payments for a set time.

**23. What if my credit provider and I cannot agree on a suitable arrangement?**

If the credit provider refuses Your request to change the repayments, You can ask the credit provider to review the decision if You think it is wrong.

If the credit provider still refuses Your request You can complain to the AFCA scheme. Further details

about this scheme are set out below in question 25.

**24. Can my credit provider take action against me?**

Yes, if You are in default under Your contract. But the law says that You cannot be unduly harassed or threatened for repayments.

If You think You are being unduly harassed or threatened, contact the AFCA Scheme or ASIC, or get legal advice.

**25. Do I have any other rights and obligations?**

Yes. The law will give You other rights and obligations. You should also **READ YOUR CONTRACT** carefully.

**IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER.**

**PLEASE CALL US ON 1300 160 160. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING THE AFCA SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT THE AFCA SCHEME OR GET LEGAL ADVICE.**

**THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED AT -**

**PHONE: 1800 931 678**

**WEBSITE: WWW.AFCA.ORG.AU**

**AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY GPO BOX 3 MELBOURNE VIC 3001**

**PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.**

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## Information statement for Guarantor

This information statement applies to the Guarantor if the National Credit Code applies to this agreement in relation to that Guarantor.

In this information statement, “You” and “Your” refer to the Guarantor.

This Information is issued by BOQ Specialist - a division of Bank of Queensland Limited AFSL and Australian credit licence No. 244616.

### Things You should know about guarantees

This information tells You about some of the rights and obligations of yourself and the credit provider. It does not state the terms and conditions of Your guarantee.

### Guarantees

#### 1. What is a guarantee?

A promise by You that the person who is getting credit under a credit contract (the debtor) will keep to all the terms and conditions. If that person does not do so, You promise to pay the credit provider all the money owing on the contract (and any reasonable enforcement expenses) as soon as the money is asked for, up to the limit, if any, stated in the guarantee.

If You do not pay, then the credit provider can take enforcement action against You which may result in the forced sale of any property owned by You such as Your house.

#### 2. How do I know how much the debtor is borrowing and how the credit charges are worked out?

These details are on the copy of the credit contract or proposed credit contract that You should be given before You sign the guarantee.

#### 3. What documents should I be given?

Before You sign the guarantee You should get:

- the document You are reading now; and
- a copy of the credit contract or proposed credit contract.

#### **Your guarantee is not enforceable unless You get copy of the credit contract or proposed credit contract before You sign.**

Within 14 days after You sign the guarantee and give it to the credit provider, the credit provider must give You a copy of:

- the signed guarantee (if You do not already have a copy of the guarantee); and

- the credit contract or proposed credit contract (if You do not already have a copy of the contract).

#### 4. Can I get a statement of the amount that the debtor owes?

Yes. You can ask the credit provider at any time for a statement of the amount the debtor currently owes or any amounts credited or debited during a period You specify or any amounts which are overdue and when they became overdue or any amount payable and the date it became due.

The credit provider must give You the requested information:

- within 14 days if all the information requested related to a period 1 year or less before Your request is given; or
- otherwise within 30 days.

This statement must be given to You in writing if You ask for it in writing but otherwise may be given orally.

You may be charged a fee for the statement.

You are not entitled to more than 1 written statement every 3 months.

#### 5. How can I find out the payout figure?

You can write to the credit provider at any time and ask for a statement of the amount required to pay out the credit contract as at any date You specify. You can also ask for details of the items that make up the amount.

The credit provider must give You the statement within 7 days after You give Your request to the credit provider. You may be charged a fee for the statement.

#### 6. What other information can I get?

You can write to the credit provider and ask for a copy of:

- the guarantee; or
- any credit-related insurance contract (such as insurance on mortgaged property) the credit provider has; or
- a notice previously given to You, the debtor or the mortgagor under the National Credit Code

The credit provider must give You the requested copy:

- within 14 days of Your written request if the contract came into existence 1 year or less before the request was given to the credit provider; or
- otherwise within 30 days.

The credit provider may charge You a fee.

Your request can be made any time up to 2 years after the end of the credit contract.

**7. Can I withdraw from my guarantee?**

You can withdraw from Your guarantee at any time by written notice to the credit provider if the final credit contract is materially different from the proposed credit contract given to You before You signed the guarantee.

**8. Can I limit my guarantee?**

Yes, if it relates to a continuing credit contract (such as a credit card contract or an overdraft). In that case You can give the credit provider a notice limiting the guarantee so that it only applies to:

- credit previously given to the debtor; and
- any other amount You agree to guarantee.

**9. Can my guarantee also apply to any future contracts?**

No, unless the credit provider has given You a copy of the proposed new credit contract and You have given Your written acceptance.

**10. If my guarantee says I have to give a mortgage, what does this mean?**

A mortgage means that You give the credit provider certain rights over any property You mortgage. If You default under Your guarantee, You can lose that property and You might still owe money to the credit provider.

**11. Should I get a copy of my mortgage?**

Yes. It can be part of Your guarantee or, if it is a separate document, You will be given a copy of the mortgage within 14 days after Your mortgage is entered into.

**12. Is there anything that I am not allowed to do with the property I have mortgaged?**

The law says You cannot assign or dispose of the property unless You have the credit provider's, or the court's, permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what You can or cannot do with the property.

**13. What can I do if I find that I cannot afford to pay out the credit contract and there is a mortgage over my property?**

See the answer to question 22. Otherwise You may:

- if the mortgaged property is goods—give the property back to Your credit provider, together with a letter saying You want the credit provider to sell the property for You;
- sell the property, but only if the credit provider gives permission first; first;

OR

- give the property to someone who may then pay all amounts owing under the guarantee or give a similar guarantee, but only if the credit provider gives permission first.

If the credit provider won't give permission, You may contact the AFCA Scheme for help. You should understand that You may owe money to the credit provider even after the mortgaged property is sold.

The AFCA scheme is a free service established to provide You with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted at:

Write to: Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001

Phone: 1800 931 678

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

**14. Can the credit provider take or sell the mortgaged property?**

Yes, if You have not carried out all of Your obligations under Your guarantee.

**15. If the credit provider writes asking me where the mortgaged goods are, do I have to say where they are?**

Yes. You have 7 days after receiving the credit provider's request to tell the credit provider.

If You do not have the goods You must give the credit provider all the information You have so they can be traced.

**16. When can the credit provider or its agent come into a residence to take possession of mortgaged goods?**

The credit provider can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

**17. If the debtor defaults, do I get any warning that the credit provider wants to take action against the debtor?**

In most cases both You and the debtor get at least 30 days from the date of a notice in writing to do something about the matter. The notice must advise:

- why the credit provider wants to take action; and
- what can be done to stop it (if the default can be remedied); and
- that if the same sort of default is committed within 30 days of the date of the notice and is not remedied within that period, the credit provider can take action without further notice.

You should immediately discuss any warning notice with the debtor and consider getting independent legal advice and/or financial advice.

However, there will be no warning notice if:

- there is a good reason to think the debtor committed a fraud to persuade the credit provider to enter into the contract; or
- the credit provider has been unable to locate the debtor after making reasonable efforts to do so; or
- the court says so; or
- there is a good reason to think that the debtor has, or will, remove or dispose of mortgaged goods without the credit provider's consent, or that urgent action is necessary to protect mortgaged property.

**18. When can the credit provider enforce a judgment against me?**

When:

- the credit provider has judgment against the debtor and if the judgment amount has still not been met 30 days after the credit provider has asked the debtor in writing to pay it; or
- the court says so because recovery from the debtor is unlikely; or
- the credit provider has been unable to locate the debtor after making reasonable efforts to do so; or
- the debtor is insolvent.

**19. If the debtor cannot be found and the credit provider intends to take legal action against me do I get any warning?**

You may not. See the answer to question 17.

**20. Can the credit provider take action against me without first taking action against the debtor?**

Yes, but the credit provider will not be able to enforce any judgement against You except in the circumstances described in the answer to question 18.

**21. How much do I have to pay the credit provider if the debtor defaults?**

You have to pay what the debtor owes the credit provider, subject to any limit provided in the guarantee, plus the credit provider's reasonable expenses in making You honour Your contract of guarantee.

## General

**22. What can I do if I am asked to pay out the credit contract and I cannot pay it all at once?**

Talk to the credit provider and see if some arrangement can be made about paying.

If You cannot come to a suitable arrangement, contact the AFCA Scheme.

There are other people, such as financial counsellors, who may be able to help.

**23. If I pay out money for a debtor, is there any way I can get it back?**

You can sue the debtor, but remember, if the debtor cannot pay the credit provider, he or she probably cannot pay You back for a while, if at all.

**24. What happens if I go guarantor for someone who is under 18 when he or she signs a credit contract?**

You are responsible for the full debt if the contract of guarantee has a clear and obvious warning. The warning has to tell You that the courts might not let You sue the debtor if You have to pay out the credit contract for him or her.

**25. Do I have any other rights and obligations?**

Yes. The law gives you other rights and obligations. You should also **READ YOUR GUARANTEE** carefully.

**IF YOU HAVE ANY DOUBTS, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING THE AFCA SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT THE AFCA SCHEME OR GET LEGAL ADVICE.**

**THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED AT:**

**PHONE: 1800 931 678**

**WEBSITE: WWW.AFCA.ORG.AU**

**WRITE TO: AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY  
GPO BOX 3  
MELBOURNE VIC 3001**

**PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.**

## Annexure B – Direct Debit Request Service

### Agreement

This is Your Direct Debit Request Service Agreement with BOQ Specialist - a division of Bank of Queensland Limited ABN 32 009 656 740 AFSL and Australian credit licence No. 244616. It explains what Your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to You as Your Direct Debit provider.

Please keep this agreement for future reference. It forms part of the Terms and Conditions of Your Direct Debit Request (DDR) and should be read in conjunction with Your DDR authorisation.

### Definitions

**Account** means the account held at Your financial institution from which We are authorised to arrange for funds to be debited.

**Agreement** means this Direct Debit Request Service Agreement between You and Us.

**Banking Business Day** means a day other than a Saturday, Sunday, or public holiday listed throughout Australia, or bank holiday in Sydney, Australia.

**Debit day** means the day that payment by You to Us is due.

**Debit payment** means a particular transaction where a debit is made.

**Direct debit request** means the Direct Debit Request between Us and You.

**Us** or **We** means BOQ Specialist (the Debit User) You have authorised by requesting a direct debit request.

**You** means the customer who has signed or authorised by other means the direct debit request.

**Your financial institution** means the financial institution nominated by You on the Direct Debit Request at which the account is maintained.

### 1 Debiting Your account

- 1.1 By signing a direct debit request or by providing Us with a valid instruction, You have authorised Us to arrange for funds to be debited from Your account. You should refer to the direct debit request and this agreement for the terms of the arrangement between Us and You.
- 1.2 We will only arrange for funds to be debited from Your account as authorised in the direct debit request. Subject to clause 5 Dispute if We incorrectly debit funds from Your account or incorrectly make a debit payment, in contravention of Your authorisation, We will first attempt to recover the funds. If We are unable to recover

such funds, We will reimburse Your account with such funds on the condition that:

- a. You provide Us with such reasonable assistance that We may require to recover such funds; and
- b. if You subsequently recover such funds, You must repay Us the amounts that We reimbursed You in accordance with this clause. Aside from this, We limit Our liability to You in the same manner as set out in the Transaction and Savings Account Terms and Conditions.
- c. If the debit day falls on a day that is not a Banking Business Day, We may direct Your financial institution to debit Your account on the following Banking Business Day. If You are unsure about which day Your account has or will be debited You should ask Your financial institution.
- d. You indemnify Us against any claims, loss, damage or expense that We may suffer or incur in connection with Us acting in accordance with Your direct debit request authorisation.
- e. You may request a change to the drawing frequency by contacting Us and advising of Your requirements no less than 5 business days prior to the next due date of the regular drawing. Note any change does not alter Your responsibility to meet the required payment owing under Your Transaction Account. Where You consider that a drawing has been initiated incorrectly You may take the matter up directly with Us or lodge a direct debit claim through Your financial institution.

### 2 Amendments by Us

We may vary any details of this agreement or a direct debit request at any time. We will notify you about changes as soon as reasonably possible (which may be before or after the change is made) or, where the change is unfavourable to you, by providing you with 30 days' notice. We can also give you a shorter notice period (or no notice) of an unfavourable change if it is reasonable for us to manage a material and immediate risk.

If the variations have a material adverse impact on You, You may, within fourteen (14) days after the date of Your notice, terminate the agreement or direct request, as the case may be.

If You do not terminate the agreement or direct debit request within the 14 day period, You will be deemed to have agreed to the variation.

Note any change does not alter Your responsibility to meet the required payment owing under Your Transaction Account.

### 3 Amendments by You

You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least 7 days notification by writing to:

BOQ Specialist Client Service Centre  
Level 15,  
255 George Street  
SYDNEY, NSW 2000; or

by telephoning Us on 1300 160 160 during business hours; or arranging it through Your own financial institution, which is required to act promptly on Your Instructions. Note in relation to the above reference to 'change', Your financial institution may 'change' Your debit payment only to the extent of advising Us of Your new account details. Changes do not alter Your responsibility to meet the required payment owing under Your Transaction Account.

You may vary the Designated Account to be debited pursuant to a Direct Debit Request by providing instructions in writing in any way We notify You.

BOQ Specialist will effect the variation within 14 days of receiving instructions from You.

### 4 Your obligations

- 4.1 It is Your responsibility to ensure that there are sufficient clear funds available in Your account to allow a debit payment to be made in accordance with the direct debit request.
- 4.2 If there are insufficient clear funds in Your account to meet a debit payment:
- You may be charged a fee and/or interest by Your financial institution;
  - You may also incur fees or charges imposed or incurred by Us; and
  - You must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in Your account by an agreed time so that we can process the debit payment.
- 4.3 You should check Your account statement to verify that the amounts debited from Your account are correct.

### 5 Dispute

- 5.1 If You believe that there has been an error in debiting Your account, You should notify Us directly on 1300 160 160 as soon as possible so that we can resolve Your query more quickly. Alternatively,

You can take it up directly with Your financial institution.

- 5.2 If We conclude as a result of Our investigations that Your account has been incorrectly debited, We will respond to Your query by arranging for Your financial institution to adjust Your account (including interest and charges) accordingly.
- 5.3 We will also notify You in writing of the amount by which Your account has been adjusted.
- 5.4 If We conclude as a result of Our investigations that Your account has not been incorrectly debited, We will respond to Your query by providing You with reasons and any evidence for this finding in writing.

### 6 Accounts

You should check:

- with Your financial institution whether direct debiting is available from Your account as direct debiting through the Bulk Electronic Clearing System is not available on all accounts offered by financial institutions;
- Your account details which You have provided Us are correct by checking them against a recent account statement from Your financial institution; and
- with Your financial institution before completing the direct debit request if You have any queries about how to complete the direct debit request.

### 7 Confidentiality

- 7.1 We will keep any information (including Your account details) in Your direct debit confidential. We will make reasonable efforts to keep any such information that We have about You secure and to ensure that any of Our employees or agents who have access to information about You do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 7.2 We will only disclose information that we have about You:
- to the extent specifically required by law; or
  - for the purposes of this agreement (including disclosing information in connection with any query or claim); and
  - if required by Your financial institution (or Our sponsor into the Bulk Electronic Clearing System) to be provided in connection with a claim made on it relating to an alleged incorrect or wrongful debit.

### 8 Notification

- 8.1 If You wish to notify Us in writing about anything relating to this agreement, You should write to:

BOQ Specialist Client Service Centre  
Level 15,  
255 George Street,  
Sydney, NSW 2000.

Or by email at [client.service@boqspecialist.com.au](mailto:client.service@boqspecialist.com.au)

Or telephone on 1300 160 160.

- 8.2 We will notify You by sending a notice in the ordinary post to the address You have given Us in the direct debit request.
- 8.3 Any notice will be deemed to have been received on the third banking day after posting.

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## Annexure C – Fees and Charges Booklet

Products and services are provided by BOQ Specialist - a division of Bank of Queensland Limited ABN 32 009 656 740 AFSL and Australian credit licence No. 244616 (“**BOQ Specialist**”).

This section sets out the fees and charges that apply to the following Banking products:

**1. Banking Package**

**2. Products in the Banking Package**

- Home Loan
- Home Loan - Construction
- One Account / Offset Account
- Overdraft Facility
- Credit Card
- Debit Card

**3. Products available outside the Banking Package**

- Home Loan
- Home Loan - Construction
- One Account / Offset Account
- Overdraft Facility
- Credit Card
- Debit Card
- Private Access Account
- Term Deposit
- 32 Day Notice Account



## Banking Package Fees and Charges

The below fees and charges may apply to your Banking Package. The fees are current as at the date of this document and may change in accordance with the terms of your Banking Package or product Terms and Conditions.

**IMPORTANT:** The Banking Package fees listed in this Section 1 apply to products held within the Banking Package and may differ for products that fall outside the Banking Package. Please refer to section 2 for fees and charges relating to products held outside a Banking Package and refer to [www.boqspecialist.com.au/important-information/terms-and-conditions](http://www.boqspecialist.com.au/important-information/terms-and-conditions) to find out eligibility for a Banking Package.

### 1.1 Home Loan Fee Schedule (within Banking Package)

Fees payable at time of Settlement or Funding

Fee	Description of Fee	Home Loans Included in Package
<b>Annual Banking Package fee</b>	Charged initially from settlement proceeds then on anniversary date of establishment of your Transaction Account each year	\$495
<b>Valuation fee<sup>2</sup></b>	Charged for external property valuation costs relating to the loan	We will cover up to \$1,100 incl. GST in total (including the several valuation fees payable at various stages of a construction loan) for the life of the package
<b>Legal fees (including settlement and agent fees)</b>	Normally charged at each settlement of a Home Loan	Nil
<b>Legal fees (including settlement and agent fees) for Companies and Trusts</b>	Charged at each settlement of loan/s where borrower or guarantors are companies or trusts	We will cover up to \$550 (incl. GST) of external costs per settlement. Any additional External Costs <sup>1</sup> over this amount are for your account. Any rework or structural changes resulting in additional fees may be charge at cost.
<b>Deed of priority</b>	Cost associated with any requirement for a deed of priority with another financier	External Costs <sup>1</sup>
<b>Settlement processing of security (per security)</b>	Charged at settlement for each property that we take security over	\$195
<b>Bank Cheque fees</b>	Charged for each cheque drawn at settlement of the Home Loan	External Costs <sup>1</sup>
<b>Government, Search fees and duties</b>	Charged in relation to any registration or search fees to facilitate settlement of the Home Loan	External Costs <sup>1</sup>
<b>PEXA fee</b>	Charged by Property Exchange Australia Limited (PEXA) if the loan is settled or a security is registered over the PEXA platform	External Costs <sup>1</sup>

Fee	Description of Fee	Home Loans Included in Package
<b>Additional Fees that may apply</b>		
<b>Complex variation fee</b>	Payable for any material variations made to your existing loan account at your request, for example adding or removing a borrower, changing to interest in advance terms or further advance	\$395
<b>Standard variation fee</b>	Payable for any simple product switches, including interest rate and repayment method switches (other than changing to interest in advance terms)	Nil
<b>Progress drawdown fee</b>	If there is more than one drawdown per month from a construction loan, a drawdown fee is payable on the second and each subsequent drawdown during that month of	\$150 per drawdown
<b>Quantity surveyor's fee</b>	Payable if for any reason we consider it necessary to commission a quantity surveyor to examine construction works	External Costs <sup>1</sup>
<b>Application reassessment fee</b>	Payable for any required reassessment of your loan because of delay caused by you	\$250
<b>Special attendances, including substituting securities on existing loan*</b>	Payable each time we provide any special attendance including if a security to your loan is substituted	\$350
<b>Discharge Fee (per property)*</b>	Payable each time a security is discharged (per property)	\$350
<b>Settlement cancellation fee*</b>	Payable if a settlement is cancelled for any reason	\$150
<b>Consent to subdivision*</b>	Payable if we are requested to attend to providing consent to a plan of subdivision relating to a security property	\$350
<b>Redraw fee (per redraw)</b>	Payable when you request a redraw from your loan account	\$50
<b>Fixed rate break costs</b>	Payable if you repay your fixed rate contract (in part or in full) prior to the end of the fixed rate period, to cover the Economic Break Costs	Economic Cost (see your Home Loan Agreement for more detail)
<b>Admin fee for break</b>	Payable if you repay your fixed rate contract (in part or in full) prior to the end of the fixed rate period, to cover BOQ Specialist processing costs	\$50
<b>Payment dishonour fee</b>	Payable if a repayment debited to your account is dishonoured	\$45

Fee	Description of Fee	Home Loans Included in Package
<b>Duplicate and interim statement fee</b>	Payable if we have been requested by you to provide a duplicate or interim statement	\$5
<b>Arrears management and administration fee</b>	Payable at the end of each month in which you are in default	\$140 per hour per staff required to attend
<b>Information fee</b>	Payable each time you request us to provide you with information about your facility, including preparing figures and retrieving documentation (for example, subpoenas and family law matters)	\$80 per hour per staff required to attend

\* Additional External Costs<sup>1</sup> may also apply in these instances

<sup>1</sup> External Costs represent the cost incurred by Us with a third party and passed on to you.

<sup>2</sup> If your application for a Home Loan does not proceed for any reason after the valuation/s are ordered we reserve the right to claim valuation costs from you.

## 1.2 One Account / Offset Account Fee Schedule (within Banking Package)

Fee	Description of Fee	Amount
<b>Overdraft Facility Application Fee</b>	Upfront fee where Overdraft Facility applied for as part of package	Nil
<b>Annual Overdraft Service Fee</b>	Annual Overdraft Facility service fee payable in advance annually	\$95
<b>Account Keeping Fee</b>	Not applicable for this product	Nil
<b>Direct Debit Fee</b>	Not applicable for this product	Nil
<b>Transaction Fee (overnight transfers)</b>	Not applicable for this product	Nil
<b>Transaction Fee (same day RTGS transfers)</b>	Charged for same day payment requests	\$30
<b>Transaction Fee (international transfer)</b>	Charged for international payment requests	\$30
<b>Dishonour Fee</b>	Charged for each inward dishonour	\$45
<b>Overdrawn account fee</b>	Charged if clients overdraws their account	\$15
<b>Trace Fee</b>	Charged on customer initiated trace requests	\$20
<b>Bank Cheque Fee</b>	Charged for each bank cheque request	\$10
<b>Duplicate and Interim Statement Fee</b>	Charged on each request of a duplicate statement in addition to the monthly statement we give you in accordance with the Terms and Conditions	\$5

Fee	Description of Fee	Amount
<b>Online Banking security credential</b>	Not applicable for this product	Nil
<b>Replacement of Online Banking security credential</b>	Charged for replacement of lost or damaged Online Banking security credential	\$50
<b>Bank Audit Certificate</b>	Charged for each bank Audit Certificate request	\$30

### 1.3 Credit Card Fee Schedule (within Banking Package)

Fee	Description of Fee	Platinum Card	Signature Card
<b>Annual Fee as part of Banking Package</b>	Payable if your Credit Card is part of a Banking Package	Nil	\$250
<b>Priority Pass Guest Visit fee</b>	Charged for each priority pass guest visit. The primary cardholder is entitled to four complimentary visits to Priority Pass lounges and may bring one guest per visit free of charge. Any additional guests will be charged directly to you by Priority Pass™ at their ordinary price, currently US\$29 per person per visit	N/A	US\$29
<b>Late payment fee</b>	Normally Charged for late payment of your credit card	Nil	
<b>Payment dishonour fee</b>	Charged if any payment is dishonoured	\$15	
<b>Card Replacement fee (including overseas replacement)</b>	Normally charged each time you request a replacement card	Nil	
<b>Voucher Retrieval fee</b>	Payable for each voucher retrieval you request BOQ Specialist to obtain from a relevant merchant	\$10	
<b>Over Limit fee</b>	Not applicable for this product	Nil	
<b>Foreign Currency Conversion fee</b>	Payable when you make a transaction on your card account in a currency other than Australian Dollars, or you make a transaction on your card account in any currency (including AUD) that is processed by the card scheme or billed by the merchant outside Australia. 1.0% of the total amount of each such transaction is payable to Visa as a currency conversion fee and the remaining 2.2% of the total amount of each such transaction is an administration fee payable to BOQ Specialist	3.2% of total value of each transaction	

Fee	Description of Fee	Platinum Card	Signature Card
<b>Duplicate and Interim Statement fee</b>	Charged for each duplicate or interim statement requested	\$5	
<b>Over-the-Counter fee</b>	Normally payable for payments made over the counter	Nil	
<b>ATM transactions</b>	Charged by the ATM owner for use of the ATM to transact on your credit card	You will be charged a fee by the ATM owner for use of their ATM. The amount of the fee may vary for each ATM owner or type of transaction and will be charged to your card account at the same time.	

#### 1.4 Debit Card Fee Schedule (within Banking Package)

Fee	Description of Fee	Amount
<b>ATM transactions per activity</b>	You will be charged a fee by the ATM owner for use of their ATM. The amount of the fee may vary for each ATM owner or type of transaction and will be charged to your card account at the same time	Free ATM transactions at over 2,100 atmx by Armaguard ATMs and all BOQ, CBA, Westpac, St George, NAB and ANZ ATMs. ATM owner fees apply for all other ATMs.
<b>Foreign ATM Fee</b>	Charged for each transaction at an ATM outside Australia	\$5
<b>Express card delivery</b>	Priority handling cost for replacement card	\$40
<b>Express PIN delivery</b>	Priority handling cost for replacement PIN	\$30
<b>GCAS emergency card replacement Fee</b>	Payable and deducted from your card account on issuance of a replacement card outside Australia	USD\$175
<b>Voucher retrieval Fee</b>	Payable for each voucher retrieval you request BOQ Specialist to obtain from a relevant merchant	\$10
<b>Foreign Currency conversion Fee</b>	Payable when you make a transaction on your card account in a currency other than Australian Dollars, or you make a transaction on your card account in any currency (including AUD) that is processed by the card scheme or billed by the merchant outside Australia. 1.0% of the total amount of each such transaction is payable to Visa as a currency conversion fee and the remaining 1.95% of the total amount of each such transaction is an administration fee payable to BOQ Specialist	2.95% of the total value amount of each such transaction

## Products Outside Banking Package – Fees and Charges

The below fees and charges may apply in relation to products held that fall outside a Banking Package. The Fees are current as at the date of this document and may change in accordance with the terms of each products. To the extent that there are inconsistencies between the Fee Schedule and each product Terms and Conditions, then the product Terms and Conditions prevail.

**IMPORTANT:** The Banking Package benefits and fees listed in section 1 only apply to products held within the Banking Package and may differ for products that fall outside the Banking Package. This section outlines the fees and charges applicable to products held outside a Banking Package. Please refer to [www.boqspecialist.com.au/important-information/terms-and-conditions](http://www.boqspecialist.com.au/important-information/terms-and-conditions) to find out eligibility for a Banking Package.

### 2.1 Home Loan Fee Schedule (outside Banking Package)

Product option replaced by Basic Home Loan on 24 February 2020. Please refer to Basic Home Loan Terms and Conditions available upon request.

Fee	Description of Fee	Fees and charges for Home Loans (outside of Banking Package)
<b>Valuation Fee</b>	Charged for external property valuation costs relating to the loan	External Costs <sup>1</sup>
<b>Legal Fees (including settlement and agent fees) for Individuals, Companies and Trusts</b>	Charged at each settlement of a Home Loan	External Costs <sup>1</sup>
<b>Deed of Priority</b>	Cost associated with any requirement for a deed of priority with another financier	External Costs <sup>1</sup>
<b>Settlement Processing of security (per security)</b>	Charged at settlement for each property that we take security over	\$195
<b>Bank Cheque Fees</b>	Charged for each cheque drawn at settlement of the Home Loan	External Costs <sup>1</sup>
<b>Government, Search Fees and Duties</b>	Charged in relation to any registration or search fees to facilitate settlement of the Home Loan	External Costs <sup>1</sup>
<b>PEXA fee</b>	Charged by Property Exchange Australia Limited (PEXA) if the loan is settled or a security is registered over the PEXA platform	External Costs <sup>1</sup>
<b>Additional Fees that may apply</b>		
<b>Complex Variation Fee</b>	Payable for any material variations made to your existing loan account at your request, for example adding or removing a borrower, changing to interest in advance terms or further advance	\$395
<b>Standard Variation Fee</b>	Payable for any simple product variations, for example interest rate and repayment method variations	\$150

Fee	Description of Fee	Fees and charges for Home Loans (outside of Banking Package)
<b>Progress drawdown fee</b>	If there is more than one drawdown per month from a construction loan, a drawdown fee is payable on the second and each subsequent drawdown during that month	\$150 per drawdown
<b>Quantity surveyor's fee</b>	Payable if for any reason we consider it necessary to commission a quantity surveyor to examine construction works	External Costs <sup>1</sup>
<b>Application reassessment Fee</b>	Payable for any required reassessment of your loan because of delay caused by you	\$250
<b>Special Attendance Fee, including Substituting Securities on existing loan*</b>	Payable each time we provide any special attendance including if a security to your loan is substituted	\$350
<b>Discharge Fee (per property)*</b>	Payable each time a security is discharged (per property)	\$350
<b>Settlement Cancellation Fee*</b>	Payable if a settlement is cancelled for any reason	\$150
<b>Consent to Subdivision*</b>	Payable if we are requested to attend to providing consent to a plan of subdivision relating to a security property	\$350
<b>Redraw Fee (per redraw)</b>	Payable when you request a redraw to be made to your loan account	\$50
<b>Fixed Rate Break Costs</b>	Payable if you repay your fixed rate contract (in part or in full) prior to the end of the fixed rate period, to cover the Economic Break Costs	Economic Cost
<b>Admin Fee for Break</b>	Payable if you repay your fixed rate contract (in part or in full) prior to the end of the fixed rate period, to cover BOQ Specialist processing costs	\$50
<b>Payment Dishonour Fee</b>	Payable if a repayment debited to your account is dishonoured	\$45
<b>Duplicate and Interim Statement Fee</b>	Payable if we have been requested by you to provide a duplicate or interim statement	\$5
<b>Arrears management and administration Fee</b>	Payable at the end of each month in which you are in default	\$140 per hour per staff required to attend
<b>Information Fee</b>	Payable each time you request us to provide you with information about your facility, including preparing figures and retrieving documentation (for example, subpoenas and family law matters)	\$80 per hour per staff required to attend

Fee	Description of Fee	Fees and charges for Home Loans (outside of Banking Package)
<b>Interim Statement Fee</b>	Payable if we have been requested by you to provide a duplicate or interim statement	\$5
<b>Arrears management and administration Fee</b>	Payable at the end of each month in which you are in default	\$140 per hour per staff required to attend
<b>Information Fee</b>	Payable each time you request us to provide you with information about your facility, including preparing figures and retrieving documentation (for example, subpoenas and family law matters)	\$80 per hour per staff required to attend

\*Additional External Costs may also apply in these instances

<sup>1</sup> External Costs represent the cost incurred by Us with a third party and passed on to you.

## 2.2 Transaction and Savings Accounts Fee Schedule (outside Banking Package)

Fee	Private Access Account	One Account	Offset Account	Term Deposit	32 Day Notice Account
<b>Application Fee where Overdraft Facility applied for**</b>	Nil	AUD \$445	AUD \$445	Nil	Nil
<b>Account keeping Fee</b>	Nil	Nil	Nil	Nil	Nil
<b>Direct Debit Fee</b>	Nil	Nil	Nil	Nil	Nil
<b>Transaction Fee (overnight)</b>	Nil	Nil	Nil	Nil	Nil
<b>Transaction Fee (international)</b>	AUD \$30	AUD \$30	AUD \$30	AUD \$30	AUD \$30
<b>Transaction Fee Real Time Gross Settlement (RTGS) - which is a same day payment request</b>	AUD \$30	AUD \$30	AUD \$30	N/A	N/A
<b>Dishonour Fee</b>	AUD \$45	AUD \$45	AUD \$45	AUD \$45	AUD \$45
<b>Bank Cheque Fee</b>	AUD \$10	AUD \$10	AUD \$10	N/A	N/A
<b>Overdrawn Account Fee</b>	AUD \$15	AUD \$15	AUD \$15	N/A	N/A
<b>Trace Fee</b>	AUD \$20	AUD \$20	AUD \$20	N/A	AUD \$20
<b>Duplicate and Interim Statement Fee</b>	AUD \$5	AUD \$5	AUD \$5	N/A	AUD \$5
<b>Online Banking Security credential</b>	Nil	Nil	Nil	Nil	Nil



Fee	Private Access Account	One Account	Offset Account	Term Deposit	32 Day Notice Account
Replacement of Online Banking security credential	AUD \$50	AUD \$50	AUD \$50	AUD \$50	AUD \$50
Bank Audit Certificate	AUD \$30	AUD \$30	AUD \$30	AUD \$30	AUD \$30

\* In addition, if you have a Term Deposit and you withdraw your funds prior to maturity date, we have the right to reduce the amount of interest payable to you (see section 2.4 'Term Deposit - early withdrawal interest adjustment' overleaf), BOQ Specialist may vary fees from time to time and we will notify you of any such changes in accordance with your product Terms and Conditions.

\*\* If your One Account or Offset Account is approved and established, the Application Fee will be debited from your Account.

### 2.3 Term Deposit - early withdrawal interest adjustment

A Term Deposit may be withdrawn on maturity. From 1 January 2015, 31 days' notice must be given by you for a full or partial withdrawal of the Term Deposit prior to maturity unless Hardship applies (refer to your Transaction and Savings Account Terms and Conditions for the definition of Hardship) as assessed and agreed to by Us.

If you proceed with the full or partial withdrawal prior to maturity for any reason, we will have the right to reduce the amount of interest payable to by an amount limited to the total amount of interest earned to date, calculated as follows:

% of Term Elapsed	Interest Rate Reduction
0 to less than 20%	90%
20% to less than 40%	80%
40% to less than 60%	60%
60% to less than 80%	40%
80% to less than 100%	20%

#### For example:

31 days' notice is provided and at the end of the notice period a term deposit of \$100 000 for one year at 5% per annum is closed after nine months:

1. Calculate the interest that has accrued on the Term Deposit by dividing the interest rate by 365 to obtain the daily interest rate:

$$0.05 (5.00\%) / 365 = 0.000136986 (0.0136986\%)$$

Multiply this by the principal amount to calculate the interest earned each day:

$$\$100,000 \times 0.000136986 (0.0136986\%) = \$13.70. \text{ Multiply this by the number of days that the deposit has been open:}$$

$$\$13.70 \times 274 \text{ days} = \$3,753.42$$

2. Calculate the interest reduction. Determine the percentage of the original term that has elapsed:

$9/12 = 0.75 (75\%)$ . As 75% of the original term has elapsed, an interest reduction of 40% of the interest earned is applied. Multiply the interest earned by 0.40 (40%) to calculate the reduction:

$$\$3,753.42 \times 0.40 (40\%) = \$1,501.37$$

3. Subtract the interest reduction from the interest earned to calculate the interest that you receive:

$$\$3,753.42 - \$1,501.37 = \$2,252.05. \text{ You receive } \$2,252.05 \text{ in interest.}$$

If interest has already been paid to you, you authorise Us to debit Your Term Deposit Account to the extent necessary to adjust the amount of interest payable to you, as set out above.

## 2.4 Credit Card Fee Schedule (outside Banking Package)

Fee	Description of Fee	Platinum Card	Signature Card
<b>Annual Fee</b>	Payable annually if your Credit Card is outside a Banking Package	\$150	\$400
<b>Priority Pass Guest Visit fee</b>	Charged for each priority pass guest visit. The primary cardholder is entitled to four complimentary visits to Priority Pass lounges and may bring one guest per visit free of charge. Any additional guests will be charged directly to you by Priority Pass™ at their ordinary price, currently US\$29 per person per visit	N/A	US\$29
<b>Late payment Fee</b>	Charged for late payment of your credit card	Nil	
<b>Payment dishonour Fee</b>	Charged if any payment is dishonoured	\$45	
<b>Card Replacement Fee (including overseas replacement)</b>	Charged each time you request a replacement card	Nil	
<b>Voucher Retrieval Fee</b>	Payable for each voucher retrieval you request BOQ Specialist to obtain from a relevant merchant	\$10	
<b>Over Limit Fee</b>	A one-off fee that is deducted (debited) from your card account at the end of the day for each time your unpaid daily balance exceeds your credit limit.	Nil	
<b>Foreign Currency Conversion Fee</b>	Payable when you make a transaction on your card account in a currency other than Australian Dollars, or you make a transaction on your card account in any currency (including AUD) that is processed by the card scheme or billed by the merchant outside Australia. 1.0% of the total amount of each such transaction is payable to Visa as a currency conversion fee and the remaining 2.2% of the total amount of each such transaction is an administration fee payable to BOQ Specialist.	3.2% of total value of each transaction	
<b>Duplicate and Interim Statement Fee</b>	Charged for each duplicate or interim statement requested	\$10	
<b>Over-the-Counter Fee</b>	Payable for payments made over the counter	Nil	

Fee	Description of Fee	Platinum Card	Signature Card
<b>ATM transactions</b>	Charged by the ATM owner for use of the ATM to transact on your credit card	You will be charged a fee by the ATM owner for use of their ATM. The amount of the fee may vary for each ATM owner or type of transaction and will be charged to your card account at the same time.	

## 2.5 Debit Card Fee Schedule (outside Banking Package)

Fee	Description of Fee	Amount
<b>ATM transactions per activity</b>	You will be charged a fee by the ATM owner for use of their ATM. The amount of the fee may vary for each ATM owner or type of transaction and will be charged to your card account at the same time	Free ATM transactions at over 2,100 atm by Armaguard ATMs and all BOQ, CBA, Westpac, St George, NAB and ANZ ATMs. ATM owner fees apply for all other ATMs.
<b>Foreign ATM Fee</b>	Charged for each transaction at an ATM outside Australia	\$5
<b>Express card delivery</b>	Priority handling cost for replacement card	\$40
<b>Express PIN delivery</b>	Priority handling cost for replacement PIN	\$30
<b>GCAS emergency card replacement Fee</b>	Payable and deducted from your card account on issuance of a replacement card outside Australia	USD\$175
<b>Voucher retrieval Fee</b>	Payable for each voucher retrieval you request BOQ Specialist to obtain from a relevant merchant	\$10
<b>Foreign Currency conversion Fee</b>	Payable when you make a transaction on your card account in a currency other than Australian Dollars, or you make a transaction on your card account in any currency (including AUD) that is processed by the card scheme or billed by the merchant outside Australia. 1.0% of the total amount of each such transaction is payable to Visa as a currency conversion fee and the remaining 1.95% of the total amount of each such transaction is an administration fee payable to BOQ Specialist.	2.95% of the total value amount of each such transaction

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