

The changes

The BOQ Specialist Transaction and Savings Accounts Overdraft Facility Terms and conditions are amended by deleting the words in the column titled “Current Words” in the following table and replacing them with the corresponding words in the column titled “Replacement Words”.

Terms and Conditions

Current Words	Replacement Words
<p>Online Banking Services</p> <p>If You elect to register for Online Banking services, the Online Banking 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 Banking Terms and Conditions within Our Online Banking site, at www.boqspecialist.com.au. You can also obtain a copy of the Online Banking 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.</p>	<p>Online Banking Services</p> <p>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 www.boqspecialist.com.au. 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.</p>
<p>National Consumer Credit Code</p> <p>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, or via post 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.</p>	<p>National Consumer Credit Code</p> <p>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.</p>

Definitions

Current Words	Replacement Words
<p>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 industry practice.</p>	<p>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.</p>
<p>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.</p>	<p>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.</p>
<p>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.</p>	<p>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.</p>
<p>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/debitcard.</p>	<p>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.</p>
<p>Designated Account means another bank account that You have notified to Us in writing in a form acceptable to Us, as a Designated Account which and to which payments to/ from Your Transaction Account and or Overdraft Facility (if applicable) are to be made.</p>	<p>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.</p>
<p>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/fees. 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.</p>	<p>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. 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.</p>
<p>Home Loan General Terms and Conditions means the Terms and Conditions and Home Loan Details applicable to any Home Loan that may be provided to You.</p>	<p>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.</p>
<p>Online Banking Terms and Conditions means the BOQ Specialist Online Banking Terms and</p>	<p>Online Service Terms and Conditions means the BOQ Specialist Online Service Terms and</p>

BOQ Specialist - a division of Bank of Queensland Limited ABN 32 009 656 740 AFSL and Australian Credit Licence No. 244616

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Brisbane

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 100 Skyring Terrace
 Newstead QLD 4006
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 F 1300 131 400

Melbourne

Level 49
 120 Collins Street
 Melbourne VIC 3000
 T +61 3 8660 1000
 F +61 3 8660 1010

Perth

Level 5
 111 St Georges Terrace
 Perth WA 6000
 T 1300 131 141
 F 1300 131 400

Sydney

Level 15
 255 George Street
 Sydney NSW 2000
 T +61 2 9293 2000
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Current Words	Replacement Words
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 Banking Terms and Conditions at www.boqspecialist.com.au 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.	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 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.
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.	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.
Terms and Conditions means the Transactional 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.	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 and Savings Account Terms and Conditions

Current Words	Replacement Words
1. You agree to be bound by, and to act in accordance with, Our standard deposit taking practices and procedures.	<i>Existing clause 1 is deleted and subsequent clauses are renumbered accordingly.</i>
2. You also agree to be bound by, and to act in accordance with, any future changes to Our deposit-taking practices and procedures as notified to You from time to time.	<i>Existing clause 2 is deleted and subsequent clauses are renumbered accordingly.</i>
7. You consent to Us making enquiries of any nature for the purpose of verifying the information disclosed in Your Account Application Form.	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.
8. 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 if You are a non-resident, withholding tax may be deducted from any interest earned on the credit balance of Your Account.	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

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Current Words	Replacement Words
<p>10. You acknowledge that should one individual joint Account Holder predecease the other(s), We may treat:</p> <ol style="list-style-type: none"> the entire amount of a credit balance of Your Account as having passed to the surviving Account Holder(s); 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. <p>We can combine the balances of two or more of Your Accounts, even if the Accounts are held in joint names. For example, if Your One Account has an unauthorised overdrawn, We might use money in Your Private Access Account to reduce the amount You owe on the One Account. However, this would not happen where, for example:</p> <ul style="list-style-type: none"> We know the Accounts are not held by You in the same capacity (eg where you have a personal Account and also an Account as trustee for a trust); Your debt to Us arises from some business other than banking; We have specifically agreed to keep Your Accounts separate; or We are bound by a Code of Conduct not to do so (such as the Code of Operation for Centrelink Direct Credit Payments). <p>We will tell You if We have combined any of Your Accounts. We do not have to notify You before We exercise Our right of combination.</p> <p>You should not assume that an unauthorised overdrawn Account will be combined by Us with an Account that is in credit (e.g. in order to cover a direct debit) unless We have agreed to do so.</p>	<p>deducted from any interest earned on the credit balance of Your Account.</p> <p>8. You acknowledge that should one individual joint Account Holder predecease the other(s), We may treat:</p> <ol style="list-style-type: none"> the entire amount of a credit balance of Your Account as having passed to the surviving Account Holder(s); 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.
<p>11. By opening a Transaction and Savings Account with us, you can confirm that you meet these conditions and if necessary, provide supporting documentation. Even if you meet the eligibility criteria, we may choose to not open your Account.</p>	<p>9. By opening a Transaction and Savings Account with us, you can confirm that you meet these conditions and if necessary, provide supporting documentation.</p>

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<p>20. 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 it is concerned 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. 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.</p>	<p>18. 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.</p>
<p>22. While We have the discretion to determine deposit size, We usually accept a minimum deposit amount of AUD \$10 000. No minimum deposits are required for the Private Access Account and Transaction Account. The maximum amount that can be deposited is at Our discretion.</p>	<p>20. 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.</p>
<p><i>No equivalent clause</i></p>	<p><i>New clause 23 is inserted and subsequent clauses are renumbered accordingly.</i></p> <p>23. BOQ Specialist has published information that tells you the types of withdrawal transactions that are available for Your Account type on our website.</p>
<p>29. 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/fees) where a payment is dishonoured.</p>	<p>28. 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) where a payment is dishonoured.</p>
<p>36. 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. We (and our related bodies corporate) will not be responsible for any loss, damage or liability You may suffer or incur by reason</p>	<p>35. 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</p>

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Current Words	Replacement Words
of or in connection with:	responsible for any loss, damage or liability You may suffer or incur by reason of or in connection with:
38. 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 not to make any claim or demand against Us in respect of any such loss, damage or liability and will indemnify Us against loss, damage or liability We may suffer or incur as a result of acting in accordance with the conditions of the above authority.	37. 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.
39. Liability for losses resulting from unauthorised transactions will be determined by the ePayments Code. You will not be liable for any losses arising from unauthorised transactions caused by fraud or negligence by our employee or agent, a transaction incorrectly debited more than once to the same facility, or where it is otherwise clear that you have not contributed to the losses.	38. Liability for losses resulting from unauthorised transactions will be determined by the ePayments Code, where it applies.
40. For liability and indemnity provisions applying to personal EFT transactions using Online Banking services, refer to the Online Banking Terms and Conditions.	39. For liability and indemnity provisions applying to Personal EFT Transactions using Online Banking services, refer to the Online Banking Terms and Conditions.
41. Unless providing Instructions through Online Banking: <ul style="list-style-type: none"> a. 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 b. 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. If you want to change the method in which the joint Account is operated 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	40. Unless providing Instructions through Online Banking: <ul style="list-style-type: none"> a. 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 b. 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. 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

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<p>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, we will also stop the use of all cards on the Account. If we ask You to, You must return them to Us. If You or any other joint holders use Your Cards to withdraw money from the joint Account before they are returned to Us, You will be liable for those transactions.</p>	<p>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.</p>
<p>42. If providing Instructions through Online Banking for third party, Designated Account and BPAY 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 signatory 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 one signatory alone, subject to any monthly spend limit applicable to a Debit Card.</p>	<p>41. If providing Instructions through Online Banking for third party, Designated Account and BPAY 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.</p>
<p>48. The principal invested in a Term Deposit and any unpaid interest are payable to You at maturity of the deposit. 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.</p>	<p>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.</p>
<p>50. Unless You advise Us otherwise, 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</p>	<p>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</p>

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Current Words	Replacement Words
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.	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.
64. 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/debitcard .	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 .
76. 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 General Terms and Conditions and Home Loan Details; and if the Banking Package is applicable to You, the offset provisions in Your Banking Package Terms and Conditions:	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:
79. Except where the National Credit Code applies to a Transaction Account, 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.	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.
82. 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/fees). 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	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). This will, at Our discretion, be by post to Your mailing address or electronically to Your email address, unless We have otherwise

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Current Words	Replacement Words
<p>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.</p>	<p>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.</p>
<p>83. Please check Your statements carefully. You agree to notify Us within one month of receiving your statement if there are any queries.</p>	<p>82. Please check Your statements carefully. You agree to notify Us promptly if there are any queries.</p>
<p><i>No equivalent clause</i></p>	<p><i>New clause 85 is inserted and subsequent clauses are renumbered accordingly.</i></p> <p><i>Restricting your account and suspending Debit Cards or Online Banking services</i></p> <p>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:</p> <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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;

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	<ul style="list-style-type: none"> 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).

Current Words	Replacement Words
<p>No equivalent clause</p>	<p><i>New clause 86 is inserted and subsequent clauses are renumbered accordingly.</i></p> <p>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.</p>
<p>No equivalent clause</p>	<p><i>New clause 87 is inserted and subsequent clauses are renumbered accordingly.</i></p> <p>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.</p>
<p>86. 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. If You have a credit balance in Your Transaction and Savings Account, all funds (including all interest accrued on the credit balance up to the date of closing</p>	<p>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.</p>

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Current Words	Replacement Words
the account) will be paid into a bank account of Your choice.	
88. BOQ Specialist may, at its sole discretion, also close Your Account (including a Term Deposit prior to its maturity or 32 Day Notice Account prior to the expiry of the notice period) under certain circumstances specified in these Terms and Conditions. Any credit balance in Your Account (including any accrued interest up to the date of termination but less any applicable fees) will be paid out to You upon the account being closed.	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.
<p>89. We may close Your Transaction and Savings Account (including a fixed Term Deposit prior to its maturity or a 32 Day Notice Account prior to the completion of the applicable notice period):</p> <p>a. without notice, if</p> <p>i. We are not able to verify the information disclosed in Your Account Application Form to Our satisfaction;</p> <p>ii. You fail to provide Us with any information or supporting documentation We request from You under these Terms and Conditions within the time We request it;</p> <p>iii. We determine in good faith that the performance of Our obligations under these Terms and Conditions has resulted in, or may result in, a breach of any applicable law, rule, regulation, judgment, order or directive of any government, administrative, legislative or judicial power or authority; or</p> <p>iv. In any other circumstance where We are permitted or required to close Your account under applicable law;</p> <p>b. Upon giving you not less than 30 days written notice to your nominated address if Your Account is an 'inactive account'; or</p> <p>c. at any time in Our absolute discretion upon giving notice which is reasonable in the circumstances.</p> <p>An 'inactive account' for the purpose of these Terms and Conditions means an account that has a nil balance, or where no transactions have been made on the</p>	<p>91. BOQ Specialist may also close Your Account at any time, without giving You prior notice, if:</p> <p>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);</p> <p>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);</p> <p>c. You don't provide us with accurate and up to date Foreign Tax Residency Status information;</p> <p>d. You are no longer an Australian resident; or</p> <p>e. we reasonably believe that:</p> <p>i. doing so is necessary to prevent loss to You or Us;</p> <p>ii. Your Account is being used in a manner that may result in loss to You or Us;</p> <p>iii. there is fraudulent activity occurring in relation to Your Account;</p> <p>iv. Your Account is being operated in breach of these Terms and Conditions in a way that increases risk to You or Us;</p> <p>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</p>

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Current Words	Replacement Words
account for a reasonable period of time (as determined by Us).	<p>persons (for example, activities that are at high risk of being involved in scams);</p> <p>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</p> <p>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).</p>
90. If there is a credit balance in Your Transaction and Savings Account at the time We close it, We will return this amount to You (including any accrued interest up to the date of termination, if applicable) less any applicable fees and charges, in Australian dollars. We may return this amount by paying it into Your designated bank account by bank cheque or, in the case of an inactive account, by transferring it to any 'unclaimed moneys fund' in accordance with applicable law.	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.
<i>No equivalent clause</i>	<p><i>New clause 93 is inserted and subsequent clauses are renumbered accordingly.</i></p> <p>93. If your Account is closed, all Debit Cards, Online Banking services and other access methods will be cancelled in relation to the Account.</p>
99. We have a duty of confidentiality towards You except in circumstances where: <ul style="list-style-type: none"> a. disclosure is compelled by law (except this paragraph does not permit Us to disclose any information of the kind referred to in section 275(1) of the PPS Act unless section 275(7) of the PPS Act applies); b. there is a duty to the public to disclose; 	100. We have a duty of confidentiality towards You except in circumstances where: <ul style="list-style-type: none"> a. disclosure is compelled by law (except this paragraph does not permit Us to disclose any information of the kind referred to in section 275(1) of the PPS Act unless section 275(7) of the PPS Act applies); b. there is a duty to the public to disclose;

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Current Words	Replacement Words
<ul style="list-style-type: none"> i. the interests of BOQ Specialist require disclosure; and ii. disclosure is made with Your express or implied consent. 	<ul style="list-style-type: none"> c. the interests of BOQ Specialist require disclosure; and d. disclosure is made with Your express or implied consent.
<p>Warranties, liabilities and disclaimers</p> <p>100 You agree to indemnify Us against any claims, loss or damage that We may suffer from whatsoever cause (including legal costs on a full indemnity basis) arising in connection with:</p>	<p>Warranties, liabilities and disclaimers</p> <p>103 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:</p>
<p>101 Under Part 2 of the Australian Securities and Investments Commission Act 2001 (Cth) (ASIC Act), certain warranties (Implied Terms) are implied into contracts for the supply of financial services if:</p> <ul style="list-style-type: none"> a. the price of the services is \$40 000 or less; or b. the services are of a kind ordinarily acquired for personal, domestic or household use (PDH Services); or c. the services are of a kind ordinarily acquired for business use and are acquired for use in connection with a business employing less than 20 people or, if the business is or includes the manufacture of goods, 100 people (Small Business Services). <p>If the services supplied under this contract are PDH Services, the operation of the Implied Terms cannot be, and are not in this contract, excluded or limited.</p> <p>If the services supplied under this contract are not PDH Services and:</p> <ul style="list-style-type: none"> a. the price of those services is \$40 000 or less; or b. the services are Small Business Services, BOQ Specialist can, and does, limit its liability for breach of any Implied Term to (at BOQ Specialist's option) re-supplying the services or the cost of having the services re supplied. <p>Except for the Implied Terms, BOQ Specialist excludes all warranties and conditions implied by statute, at law, in fact or otherwise.</p> <p>Other than liability under the Implied Terms BOQ Specialist, Our related bodies</p>	<p><i>Existing clause 101 is deleted and subsequent clauses are renumbered accordingly.</i></p>

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Current Words	Replacement Words
<p>corporate, Our directors, Our employees, agents and/or contractors exclude any and all liability to You.</p> <p>This indemnity does not apply to the extent of the loss resulting from our gross negligence, wilful default or fraud. You have to pay these amounts within two business days of when we ask.</p>	
<p>104 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 may not be 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.</p>	<p>106 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.</p>
<p>106 We are authorised to accept and act upon an Instruction sent or communicated to Us which purports to have been despatched by You or by an authorised signatory.</p>	<p>108 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.</p>
<p>107 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 without additional verification. 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. This clause does not apply to personal EFT transactions or Debit Card transactions.</p>	<p>109 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.</p>
<p>108 In the case where You have appointed an authorised signatory to Your Account:</p>	<p>110 In the case where You have appointed an authorised signatory to Your Account:</p>

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Perth

 Level 5
 111 St Georges Terrace
 Perth WA 6000
 T 1300 131 141
 F 1300 131 400

Sydney

 Level 15
 255 George Street
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 T +61 2 9293 2000
 F +61 2 9293 2166

Current Words	Replacement Words
<p>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.</p> <p>b. You indemnify Us and hold Us indemnified against all or any claims (including without limitation legal costs on a full indemnity basis) by any third party arising as a result of any breach of such warranty.</p> <p>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).</p> <p>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.</p>	<p>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.</p> <p>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.</p> <p>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).</p> <p>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.</p>
<p>109 We give no warranties and make no representation of any nature regarding the return on the credit balance of Your Transaction and Savings Account or any tax implications, or the present or future value of Your Transaction and Savings Account. You must obtain Your own independent advice in relation to these matters.</p>	<p><i>Existing clause 109 is deleted and subsequent clauses are renumbered accordingly.</i></p>
<p>112 We reserve the right to vary these Terms and Conditions. We can change, among other things, interest rates, fees and charges, and the way we calculate interest or repayments. We can add new fees or charges or vary existing fees and charges in respect of Your Account and You authorise us to debit these to Your Account. We will notify You of any such changes in accordance with these Terms and Conditions.</p>	<p><i>Changes to these Terms and Conditions, interest rates and fees and charges</i></p> <p>113 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.</p>

Current Words	Replacement Words
<p>a. In the case of a Term Deposit, making adjustments to the amount of interest payable to You if funds are withdrawn prior to the maturity date of the Term Deposit (including by debiting any interest that may already have been credited to Your Account, which You will be taken to have specifically authorised Us to do).</p>	
<p><i>No equivalent clause</i></p>	<p><i>New clause 114 is inserted and subsequent clauses are renumbered accordingly.</i></p> <p>114 However, during an agreed fixed term applying to a Term Deposit:</p> <ul style="list-style-type: none"> 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.
<p><i>No equivalent clause</i></p>	<p><i>New clause 115 is inserted and subsequent clauses are renumbered accordingly.</i></p> <p>115 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.</p>
<p>113 We reserve the right to enforce or not to enforce the application of Account fees and charges.</p>	<p><i>Existing clause 113 is deleted and subsequent clauses are renumbered accordingly.</i></p>
<p>114 If we have notified You that the interest rate applicable to Your Account will be fixed for a particular period, we will not change the rate during that period. We will tell You of the changes to these Terms and Conditions in accordance with any law or code to which we subscribe.</p>	<p><i>Existing clause 114 is deleted and subsequent clauses are renumbered accordingly.</i></p>
<p>115 We will let You know of changes in writing if we:</p> <ul style="list-style-type: none"> introduce a new fee or charge; increase fees relating solely to Your use of an access method (e.g. a card) or to issue You with an additional or 	<p>116 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</p>

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Current Words	Replacement Words
<p>replacement access method;</p> <ul style="list-style-type: none"> • change the way interest is calculated, charged, or paid to Your Account; • vary the minimum balance to which an account keeping fee applies; • increase Your liability for losses relating to Electronic Transactions; • impose, remove or adjust transaction limits which apply to the use of an access method, an account or Electronic Equipment. <p>Other changes may also occur, such as:</p> <ul style="list-style-type: none"> • changes in government fees or charges; • variations in existing fees or interest rates; • changes required to comply with any law, code or guidance or requirement of a regulator, or a decision of a court or other dispute resolution process; • changes We reasonably consider You will benefit from; • administrative or minor changes or changes that correct a mistake or omission; • changes that reflect changes to our business or systems; • changes made for security reasons; or • changes reasonably made on a product or like customer basis (for example, to reflect current industry or market products or conditions). <p>We will tell you of changes to the terms of your contract in accordance with the law and any code to which we subscribe.</p> <p>Generally, we will tell 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. 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</p>	<p>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 according 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).</p> <p>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.</p> <p>We can also give You a shorter notice period (or no notice) of an unfavourable change if We believe doing so is necessary for Us to avoid, or to reduce, a material increase in Our credit risk or Our loss.</p>

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Current Words	Replacement Words
<p>have to tell you if the government publicises the change to or introduction of the fee or charge). We can also give You a shorter notice period (or no notice) of an unfavourable change if We believe doing so is necessary for Us to avoid, or to reduce, a material increase in Our credit risk or Our loss.</p>	
<p><i>No equivalent clause</i></p>	<p><i>New clause 117 is inserted and subsequent clauses are renumbered accordingly.</i></p> <p>117 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.</p>
<p><i>No equivalent clause</i></p>	<p><i>New clause 118 is inserted and subsequent clauses are renumbered accordingly.</i></p> <p>118 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.</p>
<p>116 We will notify You of these changes or any other change to the Banking Services we provide to You by writing to You, placing a notice in a major daily newspaper, placing a notice on or with statements of account or other material we send to You or placing information on our Online Banking site (where the change relates to Online Banking).</p>	<p><i>A new clause 119 is inserted and subsequent clauses are renumbered accordingly.</i></p> <p>119 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:</p> <ol style="list-style-type: none"> Sending it to You by post to Your last known residential or postal address; If You have given us your email address, by sending it to You by email; If You have given Us Your mobile number, by sending it to You by SMS; Publishing it in a major national daily newspaper; Placing it on or giving it to You with statements of Account; Publishing it on Our website or on Our Online Banking sign-in page or within Online Banking and telling You we have done so. <p>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</p>

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Current Words	Replacement Words
	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.
117 If We are required to notify You in writing of any changes, We will send the notice to the last mailing address recorded by Us. We may not be able to notify You in writing where You cannot reasonably be located.	<i>Existing clause 117 is deleted and subsequent clauses are renumbered accordingly.</i>
118 For joint Accounts, We will only send one notice to the last mailing address.	120 For joint Accounts, We will send notice and other communications to all Account Holders.
119 If You have agreed to Us doing so, We can notify You of any changes by e-mail, or to the extent permitted by law or any code to which we have subscribed, by posting the information on our website. Even if You have not agreed to Us notifying You of changes electronically, if a change to these Terms and Conditions is not materially adverse to You, We may update this document by posting a notice of the change on Our website before the change takes effect. A paper copy of any updated information will be given to You without charge on request.	<i>Existing clause 119 is deleted and subsequent clauses are renumbered accordingly.</i>
120. 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/fees , 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.	121. 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 , 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.

Current Words	Replacement Words
<p>121 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 and whether or not the disclosure would be in breach of any law or any duty owed to You.</p>	<p>122 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.</p>
<p>125 If you have a problem, complaint or dispute</p> <p>a. Our service commitment</p> <p>At BOQ Specialist we are committed to providing our customers with innovative banking solutions and the best customer service experience.</p> <p>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.</p> <p>b. How to contact us</p> <p>If you have a complaint, there are a number of ways to contact us:</p> <ul style="list-style-type: none"> • Contact your dedicated financial specialist • Call us on 1300 160 160, Monday – Friday, 8:30am – 5:00pm AEST • Complete the online complaints form at www.boqspecialist.com.au/feedba ck-and-complaints • Contact our Customer Relations Department via: Email: customer.relations@boqspecialist.com.au Call: 1800 663 080 Write to: Customer Relations Reply Paid 2258 Brisbane QLD 4001 <p>c. How will your complaint be handled?</p> <p>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</p>	<p>126 If you have a problem, complaint or dispute</p> <p>a. Our service commitment</p> <p>At BOQ Specialist we are committed to providing our customers with innovative banking solutions and the best customer service experience.</p> <p>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.</p> <p>b. How to contact us</p> <p>If you have a complaint, there are a number of ways to contact us:</p> <ul style="list-style-type: none"> • Contact your dedicated financial specialist • Call us on 1300 160 160, Monday – Friday, 8:30 am – 5:00 pm AEST • Complete the online complaints form at www.boqspecialist.com.au/import ant-information/feedback-and-complaints • Contact our Customer Relations Department via: Email: customer.relations@boqspecialist.com.au Call: 1800 663 080 Write to: Customer Relations Reply Paid 2258 Brisbane QLD 4001 <p>c. How will your complaint be handled?</p> <p>If we cannot solve your problem on the spot, we will let you know who is handling</p>

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Current Words	Replacement Words
<p>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.</p> <p>Please note we comply with the ePayments Code complaint investigation and resolution procedures in connection with Electronic Transactions to which the ePayments Code applies.</p> <p>d. What to do if you feel your complaint has not been resolved</p> <p>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:</p> <p>Call: 1800 931 678</p> <p>Email: info@afca.org.au</p> <p>Online: www.afca.org.au</p> <p>Write to: GPO Box 3 Melbourne VIC 3001</p> <p>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.</p>	<p>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.</p> <p>Please note we comply with the ePayments Code complaint investigation and resolution procedures in connection with Electronic Transactions to which the ePayments Code applies.</p> <p>d. What to do if you feel your complaint has not been resolved</p> <p>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:</p> <p>Call: 1800 931 678</p> <p>Email: info@afca.org.au</p> <p>Online: www.afca.org.au</p> <p>Write to: GPO Box 3 Melbourne VIC 3001</p> <p>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.</p>
<p><i>No equivalent clause.</i></p>	<p><i>New clause 128 is inserted and subsequent clauses are renumbered accordingly.</i></p> <p>128. 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.</p>
<p>127 You agree that We may in Our absolute discretion, combine and consolidate all or any of Your account(s) held with Us now or hereafter, including but not limited to any Overdraft Facility, Home Loan, Transaction</p>	<p>129 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</p>

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Current Words	Replacement Words
<p>and Savings Account or Credit Card, without your prior consent. We will tell You if we have combined any of Your Accounts. If you have more than one account with us, we can combine these accounts (including accounts you own jointly with other people) if we need extra money to cover one of Your transactions or liabilities. For example, if you owe Us a fee and there are insufficient cleared funds in your Transaction Account to cover the fee, we can transfer money from another of your accounts (e.g. Your Savings Account) to make up the difference. We can charge a fee for this service. You should not assume that we will combine accounts (I.e. You should not overdraw one account when you have funds in another, as we may not combine these accounts). In any event BOQ Specialist shall not be liable for any loss caused by Us or any third party as a result of its exercising Our rights under this clause.</p>	<p>account with your Account:</p> <ol style="list-style-type: none"> 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; while you are complying with an arrangement you have made with us after we have considered your financial situation; or 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.
<p>129 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.boqspecialist.com.au/fees, 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.</p>	<p>131 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.boqspecialist.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.</p>
<p>133 You must pay to Us on demand any costs 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.</p>	<p>135 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.</p>

Annexure A – Overdraft Facility Terms and Conditions

Current Words	Replacement Words
<p>Does the National Credit Code apply to this agreement?</p> <p>Some provisions of this agreement are stated to apply only if the National Credit Code applies, or does not apply, to this agreement. The National Credit Code is a national law designed to protect consumers in relation to credit contracts, mortgages, guarantees and other matters.</p> <p>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).</p> <p>The National Credit Code will apply to the guarantee and indemnity in clauses 19 to 27 in relation to a Guarantor that is an individual if the National Credit Code applies to this agreement. Bank of Queensland Limited ABN 32 009 656 740 has an Australian Credit Licence No. 244616.</p>	<p>Does the National Credit Code apply to this agreement?</p> <p>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.</p> <p>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).</p> <p>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.</p>
<p>Definitions</p> <p>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 5 below.</p>	<p>Definitions</p> <p>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.</p>
<p>Overdraft Facility</p> <p>1. In addition to the transactional facility under Your Transaction Account, We may also, at Our absolute discretion, make funds available to You on overdraft up to the Credit Limit.</p> <p>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 <i>Australian Sanctions Law</i> or <i>International Sanctions Law</i>. You represent and warrant that you will not do, or omit to do, anything that would cause us to breach <i>Australian Sanctions Laws</i> or <i>International Sanctions Law</i>.</p> <p>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</p>	<p>Overdraft Facility</p> <p>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.</p> <p>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 <i>Australian Sanctions Law</i> or <i>International Sanctions Law</i>. You represent and warrant that You will not do, or omit to do, anything that would cause Us to breach <i>Australian Sanctions Laws</i> or <i>International Sanctions Law</i>.</p> <p>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</p>

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Current Words	Replacement Words
<p>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:</p> <ul style="list-style-type: none"> • Your Designated Account; • a third party bank account; and/or • a BPAY Biller. 	<p>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:</p> <ol style="list-style-type: none"> a. Your Designated Account; b. a third party bank account; and/or c. a BPAY Biller.
<p><i>No equivalent clause</i></p>	<p><i>New clause 4 is inserted and subsequent clauses are renumbered accordingly</i></p> <p>Default</p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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;

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Current Words	Replacement Words
	<p>f. You or a Guarantor don't give Us financial information required by these Overdraft Facility Terms and Conditions;</p> <p>g. If the facility is provided for business purposes:</p> <p>i. You or a Guarantor don't maintain a licence or permit necessary to conduct your business; or</p> <p>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</p> <p>h. 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).</p> <p>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:</p> <ul style="list-style-type: none"> • Your or a Guarantor's ability to meet Your or their financial obligations to Us (or our ability to assess this), or • Our legal or reputational risk if the default is of a type referred to in sub-clause 6(d). <p>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 day to fix the default (if it can be fixed) unless:</p> <ul style="list-style-type: none"> • We reasonably believe that We were induced by fraud to enter into the agreement relating to Your Overdraft Facility; • We have made reasonable attempts to locate You, without success; or • a Court authorises Us to begin enforcement proceedings. <p>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:</p> <ul style="list-style-type: none"> • give You a default notice specifying the default, and • give You a reasonable time to fix the default (if it can be fixed). We will give

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Current Words	Replacement Words
	<p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> • require You to pay the total amount owing, and • sue You for the total amount owing.
<p>4. 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:</p> <p>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;</p> <p>b. interest may be paid in any one of the following ways:</p> <p>i. by debiting Your Designated Account on the first day of the month following the debiting of interest to Your account as per 4(a) above;</p> <p>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</p> <p>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.</p> <p>c. You acknowledge that if interest is capitalised as set out in clause 4(b)(iii) above, the debit balance owing on</p>	<p>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:</p> <p>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;</p> <p>b. interest may be paid in any one of the following ways:</p> <p>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;</p> <p>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</p> <p>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.</p> <p>c. You acknowledge that if interest is capitalised as set out in clause 12(b)(iii) above, the debit balance owing on</p>

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Current Words	Replacement Words
<p>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;</p> <p>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 12 below.</p>	<p>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;</p> <p>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.</p>
<p>7. We may review Your Overdraft Facility annually, or at anytime if there is or may be, in our opinion, a Change of Credit. You must give Us any information We reasonably request concerning Your financial position and Your performance under this agreement.</p>	<p>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.</p>
<p>8. We may reduce the Credit Limit or stop providing further credit in Our absolute discretion. If We do so, We will tell You in writing.</p>	<p>Reducing the Credit Limit</p> <p>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.</p>
<p>9. We may demand that You repay the whole or part of the total balance owing on Your Overdraft Facility at any time. You must repay in full the amount We demand at the time We specify in the demand. 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 12 below.</p>	<p>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.</p>

Current Words	Replacement Words
<p>No equivalent clause</p>	<p>New clause 21 is inserted and subsequent clauses are renumbered accordingly</p> <p>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.</p> <p>However, You may have to tell Us about the circumstances before We can do these things or provide You with a refund.</p> <p>In this clause the words "farmer" and "farming operation" have the meaning given to them in the Banking Code of Practice.</p>
<p>19. In consideration of Us, at Your request, providing the Overdraft Facility to You, the Guarantor guarantees to Us:</p> <p>a. the due and punctual performance by You of Your obligations under this agreement or any holding over under this agreement; and</p> <p>b. the payment of all money owing under this agreement.</p> <p>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:</p> <p>a. 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;</p> <p>b. 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</p> <p>c. 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</p>	<p>28. In consideration of Us, at Your request, providing the Overdraft Facility to You, the Guarantor guarantees to Us:</p> <p>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</p> <p>b. the payment of all money owing under this agreement.</p> <p>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:</p> <p>a. 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;</p> <p>b. 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</p> <p>c. the Guarantor can write to Us to limit its liabilities under this Guarantee and</p>

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Current Words	Replacement Words
<p>for is less than its existing liabilities or if We are obliged to make further advances to You.)</p> <p>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.</p>	<p>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.)</p> <p>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.</p>
<p>20. As a separate obligation the Guarantor indemnifies Us against any claim which may arise as a result of:</p> <ul style="list-style-type: none"> 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. 	<p>29. As a separate obligation the Guarantor indemnifies Us against any claim which may arise as a result of:</p> <ul style="list-style-type: none"> 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.
<p>21. The obligations of the Guarantor under this guarantee and indemnity in clauses 19 to 27 are principal obligations imposed on the Guarantor. We have the right to make a claim or demand on the Guarantor under the guarantee and indemnity in clauses 19 to 27 without having first taken any proceedings against You or any other person.</p>	<p>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.</p>
<p>22. This guarantee and indemnity in clauses 19 to 27 is not to be considered as wholly or partly discharged unless and until all of the guaranteed money has been paid in full.</p>	<p>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.</p>
<p>24. Without limiting clause 21, as long as there is money owing under this agreement, the Guarantor may not without Our prior written consent:</p> <ul style="list-style-type: none"> 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 claiming a set-off or making a counterclaim against Us unless 	<p>34. Without limiting clause 30, as long as there is money owing under this agreement, the Guarantor may not without Our prior written consent:</p> <ul style="list-style-type: none"> 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

Current Words	Replacement Words
<p>entitled to do so under the National Credit Code; or</p> <p>b. make a claim, 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):</p> <p>i. In connection with this agreement or any other amount payable under the guarantee and indemnity in clauses 19 to 27 (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</p> <p>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</p> <p>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</p> <p>d. claim 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.</p> <p>For the avoidance of doubt, paragraph (b) includes a claim to entitlement by way of subrogation or otherwise.</p>	<p>unless entitled to do so under the National Credit Code; or</p> <p>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):</p> <p>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</p> <p>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</p> <p>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</p> <p>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.</p> <p>For the avoidance of doubt, paragraph (b) includes a claim to entitlement by way of subrogation or otherwise.</p>
<p>25. 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</p>	<p>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</p>

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Current Words	Replacement Words
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 19 to 27 ends.	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.
26. Rights given to Us under the guarantee and indemnity in clauses 19 to 27 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 19 to 27 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.	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.
27 This guarantee and indemnity in clauses 19 to 27 is not impaired or discharged by: <ul style="list-style-type: none"> 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; 	37. This guarantee and indemnity in clauses 28 to 37 is not impaired or discharged by: <ul style="list-style-type: none"> 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;

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Current Words	Replacement Words
<p>h. the transfer or assignment of the benefit of this agreement to any person or corporation;</p> <p>i. You or any Guarantor being under any legal disability; or</p> <p>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.</p> <p>In exercising Our rights under this agreement (including in relation to this guarantee and indemnity in clauses 19 to 27), 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 Your Transaction Account 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.</p>	<p>h. the transfer or assignment of the benefit of this agreement to any person or corporation;</p> <p>i. You or any Guarantor being under any legal disability; or</p> <p>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.</p> <p>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.</p>
<p>28. 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 19 to 27 is not more than the sum of:</p> <p>a. Your liabilities under this agreement; and</p> <p>b. Our reasonable enforcement expenses reasonably incurred in enforcing the guarantee and indemnity in clauses 19 to 27.</p>	<p>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:</p> <p>a. Your liabilities under this agreement; and</p> <p>b. Our reasonable enforcement expenses reasonably incurred in enforcing the guarantee and indemnity in clauses 28 to 37.</p>
<p>29. 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 19 to 27 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:</p> <p>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</p>	<p>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:</p> <p>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</p>

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Current Words	Replacement Words
<p>guarantee and indemnity) to which We were entitled immediately before the transaction;</p> <p>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 19 to 27 of this agreement); and</p> <p>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.</p> <p>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.</p>	<p>guarantee and indemnity) to which We were entitled immediately before the transaction;</p> <p>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</p> <p>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.</p> <p>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.</p>
<p>31. For valuable consideration and to give effect to Your obligations to BOQ Specialist, You irrevocably appoint BOQ Specialist and any solicitor for BOQ Specialist separately as Your attorney to execute any deed, sign any document and do any other thing that You could have done or must do to give effect to Your obligations to BOQ Specialist under this agreement after We have demanded repayment of the whole debit owing under Your Transaction Account and You have not repaid the whole amount within 10 business days. The attorney may exercise any powers conferred on the attorney, even if it involves a conflict of duty or the attorney has a personal interest or benefits from doing so, provided that nothing overrides Our or an attorney's obligation to obtain the greatest proceeds that are reasonably obtainable on a disposal of any property.</p>	<p><i>Existing clause 31 is deleted and subsequent clauses are renumbered accordingly.</i></p>
<p>32. 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:</p> <p>a. ensure that this agreement is not void, voidable or otherwise unenforceable by Us in accordance with its terms;</p>	<p>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:</p> <p>a. ensure that this agreement is not void, voidable or otherwise unenforceable by Us in accordance with its terms;</p>

Current Words	Replacement Words
<p>b. effect, perfect or complete the provisions of this agreement or any transaction contemplated by it;</p> <p>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;</p> <p>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; and</p> <p>e. authorise Us to sign any documents on Your behalf and do anything else We reasonably consider appropriate to effect a novation under clause 32.</p> <p>f. This clause applies to anything We ask You to do in connection with the PPS Act.</p>	<p>b. effect, perfect or complete the provisions of this agreement or any transaction contemplated by it;</p> <p>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;</p> <p>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.</p> <p>e. This clause applies to anything We ask You to do in connection with the PPS Act.</p>
<p>33. This clause 34 applies to the extent the National Credit Code applies to this agreement. If:</p> <p>a. the National Credit Code would otherwise make a provision of this agreement illegal, void or unenforceable; or</p> <p>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;</p> <p>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.</p>	<p>42. This clause 42 applies to the extent the National Credit Code applies to this agreement. If:</p> <p>a. the National Credit Code would otherwise make a provision of this agreement illegal, void or unenforceable; or</p> <p>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;</p> <p>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.</p>

Information statement for You, the borrower

Current Words	Replacement Words
All references to "external dispute resolution" and Bank of Queensland's external dispute resolution provider have been amended to refer to "the AFCA Scheme".	
<p>25. I have any other rights and obligations?</p> <p>Yes. The law will give You other rights and obligations. You should also read your contract carefully.</p>	<p>25. Do I have any other rights and obligations?</p> <p>Yes. The law will give You other rights and obligations. You should also READ YOUR CONTRACT carefully.</p>

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Current Words	Replacement Words
	<p>IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER.</p> <p>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.</p> <p>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 -</p> <p>CALL: 1800 931 678 EMAIL: info@afca.org.au ONLINE: www.afca.org.au Write to: GPO BOX 3 MELBOURNE VIC 3001</p> <p>PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.</p>
<p>26. What if I have a complaint?</p> <p>IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER.</p> <p>PLEASE CALL US ON 1300 160 160. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE.</p>	<p><i>Existing clause 26 is deleted.</i></p>
<p>27. EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS THE AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY AND CAN BE CONTACTED AT -</p> <p>CALL: 1800 931 678</p> <p>EMAIL: info@afca.org.au</p> <p>ONLINE: www.afca.org.au</p>	<p><i>Existing clause 27 is deleted.</i></p>

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Current Words	Replacement Words
<p>Write to: GPO BOX 3 MELBOURNE VIC 3001</p> <p>PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.</p>	

Information statement for Guarantor

Current Words	Replacement Words
<p>All references to "external dispute resolution" and Bank of Queensland's external dispute resolution provider have been amended to refer to "the AFCA Scheme".</p>	
<p><i>No equivalent clause</i></p>	<p><i>New clause 25 is inserted.</i></p> <p>25. Do I have any other rights and obligations?</p> <p>Yes. The law gives you other rights and obligations. You should also READ YOUR GUARANTEE carefully.</p> <p>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.</p> <p>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</p> <p>PHONE: 1800 931 678</p> <p>WEBSITE: WWW.AFCA.ORG.AU</p> <p>POSTAL ADDRESS: AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY GPO BOX 3 MELBOURNE VIC 3000</p> <p>PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.</p>

Annexure B - Direct Debit Request Service

Current Words	Replacement Words
<p>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:</p> <p>a. You provide Us with such reasonable assistance that We may require to recover such funds; and</p> <p>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 clause 110 of the Transaction and Savings Account Terms and Conditions.</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p>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 Disputes 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 conditions that:</p> <p>a. You provide Us with such reasonable assistance that We may require to recover such funds;</p> <p>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;</p> <p>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;</p> <p>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;</p> <p>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.</p>
<p>2. Amendments by Us</p> <p>We may vary any details of this agreement or a direct debit request at any time. We</p>	<p>2. Amendments by Us</p> <p>We may vary any details of this agreement or a direct debit request at any time. We will</p>

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Current Words	Replacement Words
<p>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 we believe doing so is necessary for us to avoid, or to reduce, a material increase in our credit risk or our loss.</p> <p>Note any change does not alter Your responsibility to meet the required payment owing under Your Transaction Account.</p>	<p>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 we believe doing so is necessary for us to avoid, or to reduce, a material increase in our credit risk or our loss.</p> <p>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.</p> <p>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.</p> <p>Note any change does not alter Your responsibility to meet the required payment owing under Your Transaction Account.</p>

ENDS