

# Term Deposits.

Terms and Conditions and  
General Information.

This booklet sets out the terms and conditions for BankSA Term Deposit Accounts, along with general information about our banking services.

This booklet does not contain all of the Terms and Conditions that apply to you. Further Terms and Conditions are set out in:

- the Account Confirmation we give you after your Account is established or renewed; and
- the Interest Rate Brochure.

Further information about our products and services is available by visiting our website [banksa.com.au](http://banksa.com.au)

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## PART A – TERMS AND CONDITIONS THAT APPLY TO TERM DEPOSIT ACCOUNTS

Table 1 – Summary of Account features and benefits:  
Term Deposit Accounts

Features and Benefits	Term Deposit	Further Details
Most suitable if you need	A fixed term investment that pays a fixed rate of interest with a choice of terms (from 1 month to 60 months) and interest payment frequencies.	
Who is eligible to open an Account?	Personal and Business customers	
How can Account be opened?	By Branch By Phone Online	Clause 2.2 of Section 1
Will I get regular advices?	Opening Confirmation, Maturity, Reinvestment and Repayment advices are sent*.	
Account Opening		
Minimum balance	\$1,000	Clause 2.4, 10.3 of Section 1
Choice of Terms	From 1 month to 60 months	Refer Interest Rate brochure

<b>Features and Benefits</b>	<b>Term Deposit</b>	<b>Further Details</b>
<b>Accessing Your Account</b>		
Withdrawals Allowed	For Term Deposits opened or renewed on or after 1 August 2014, withdrawals are only permitted at maturity or on closure of the Account. From 1 January 2015, 31 days' notice is usually required to close the Account before maturity.	Clause 10 of Section 1
Internet Banking	✓	
Phone Banking	✓	
Branch	✓	
Card Access	✗	
<b>Other features and benefits</b>		
Interest Payment options	✓	Clause 3 of Section 1

\* These advices may be sent by postal mail, or we may send them electronically (such as by email) if you provide an email address. If you provide an email address we may also use it to send you a general statement about your rights and obligations regarding maturity, renewal and early closure of Term Deposits.

## SECTION 1 – ACCOUNTS

### 1 ABOUT THESE TERMS AND CONDITIONS

- 1.1 These terms and conditions apply to your Account.
- 1.2 You should read the Terms and Conditions carefully, along with any other terms and conditions we give you that apply to your Account.
- 1.3 Separate terms and conditions apply to your use of Internet and Phone Banking and Business Banking Online. You can obtain a copy of the terms and conditions for other banking service we offer by:
  - Visiting any branch;
  - Calling our Customer Contact Centre on 13 13 76;
  - Visiting our website **banksa.com.au**

### 2 OPENING AN ACCOUNT

- 2.1 An Account is a Term Deposit. A Term Deposit is a deposit that you agree to leave with us for a fixed term.
- 2.2 You can begin the process of opening an Account by:
  - Visiting any branch;
  - Calling our Customer Contact Centre on 13 13 76;
  - Visiting our website **banksa.com.au**
  - Logging on to Internet Banking (if you are registered for Internet and Phone Banking. Not available for joint applications).
- 2.3 When you open an Account you may choose from a range of terms, interest rates, interest payment options and types of Term Deposits that we make available at that time. Information about our current standard Term Deposits, including interest rates and terms, is available in our Interest Rates Brochures. You can obtain a copy of this Interest Rates Brochure by:
  - Visiting any branch;
  - Calling our Customer Contact Centre on 13 13 76;
  - Visiting our website **banksa.com.au**
- 2.4 We require a minimum opening deposit for an Account.
- 2.5 When you open an Account with us:
  - (a) you will need to provide any information we reasonably request about you or any other person (such as a signatory or beneficiary); and

- (b) you may give us your Tax File Number (TFN), or quote an applicable exemption. Collection of TFNs by us is authorised by tax law. You do not have to give us your TFN or quote an exemption, but we are required to withhold tax from interest payments if you do not.

2.6 We may refuse to accept any deposit.

### **3 INTEREST**

- 3.1 The interest rate applying to your Account is set out in the Account Confirmation we give you after the Account is opened or renewed.
- 3.2 Subject to clause 3.3 of Section 1, the interest rate on an Account will not change during the term unless the rate is changed by us as a result of you changing the details of your Account such as the amount, term or the interest payment options (where permissible) during a Grace Period.
- 3.3 Withdrawals before the end of a term are only permitted if you close the Account. For Term Deposits opened or renewed on or after 1 August 2014, from 1 January 2015 you must usually give us 31 days' notice to close your Account during a term. See clause 10 of Section 1 for details, including the interest rate adjustment that may apply.
- 3.4 Unless we specify otherwise, if we quote you an interest rate, the rate that applies to your Account may be different if the Account is not opened or renewed on the same day as the quote is provided.
- 3.5 We give you the Funding Period after your Account is first opened to deposit funds to your Account (the Funding Period does not apply to renewed Accounts). The interest rate that will apply to your Account will be based on the balance of the Account at the end of the Funding Period.
- 3.6 Interest rates available from time to time are set out in our Interest Rates Brochures. You can obtain copies of our Interest Rates Brochures by:
- Visiting any branch;
  - Calling our Customer Contact Centre on 13 13 76;
  - Visiting our website **banksa.com.au**
- 3.7 From time to time we may make special rates available for Accounts in addition to our standard rates. Visit your local branch to find out if a special rate may be available to you.

3.8 Interest is calculated daily on the balance of your Account at the end of each day including the day of deposit, but excluding the day of withdrawal.

We calculate the interest on your Account for a day by dividing the interest rate on the Account by 365 (even in a leap year) and multiply that sum by the Account balance on that day. We accrue that amount with other daily interest amounts we calculate on your Account until the date we pay the accrued interest to you.

3.9 Interest will be paid at the times agreed between you and us, depending on how much you invest and for how long.

Any interest payments that fall within 8 working days of the maturity date will be paid at maturity along with the other interest payable up to maturity. For the purpose of this clause, a "working day" means any day other than a Sunday or a day that is a public holiday throughout Australia.

3.10 If interest is paid on a monthly basis, you must also hold an at-call account that is acceptable to us for the payment of interest. We pay your interest into that account. With other interest payment options, you choose whether the interest is reinvested at maturity, paid to a nominated account you have with us or another financial institution that is acceptable to us for the payment of interest, or paid by cheque. The option for payment of interest by cheque is not available for our Fast Track Guarantee, or where you have used the funds in your Account to secure a bank guarantee.

3.11 For all Accounts, the frequency of interest payments for your Account is set out in the Account Confirmation we give you after the Account is opened or renewed.

## **4 FEES AND CHARGES**

There are no account service fees or transaction fees payable on your Account. Fees may be payable for other banking services you request.

## **5 ADJUSTMENT OF DEBITS AND CREDITS TO YOUR ACCOUNT**

5.1 We credit payments to your Account as soon as practicable after we receive them. This is not necessarily the same day that we receive the payment.



- 5.2 We may subsequently adjust debits and credits to your Account, and the balance of your Account, so as to accurately reflect the legal obligations of you and us (for example, because of an error or because a deposited cheque or a direct entry payment is dishonoured). If we do this we may make consequential changes (including to the interest payable, or already paid on your Account).

## **6 MATURITY NOTICES AND ACCOUNT CONFIRMATIONS**

- 6.1 Each time you open an Account, or your Account is renewed, we will give you an Account Confirmation setting out the details of your Account, including the interest rate, the term and the interest payment frequency. The Account Confirmation forms part of the governing terms of your Account. Copies of Account Confirmations are available on request. For renewed Accounts, the Account Confirmation will also give you information about changes you can make during the Grace Period.
- 6.2 You should check the Account Confirmation, and all other information we give you, carefully and promptly report any error or unauthorised transaction to us. You can do so by:
- Visiting any branch;
  - Calling our Customer Contact Centre on 13 13 76.
- 6.3 Where a Term Deposit Account will mature after 1 January 2015, we will give you a Maturity Notice no less than 6 Business Days before the maturity date. It reminds you of the upcoming maturity of your Account and lets you know your options for what will happen at maturity.
- 6.4 We do not issue statements of account for Term Deposit Accounts.

## **7 DEPOSITS**

- 7.1 We may set maximum and minimum amounts for deposits to an Account.
- 7.2 Funds deposited to your Account will not be available for withdrawal until cleared (this ordinarily takes 3 business days). We may refuse to accept any cheque for deposit. If a cheque is deposited through one of our agents, the clearance time may be longer.
- 7.3 An Account is an Australian dollar account. If we receive an amount or item in a foreign currency for deposit to your Account (including a telegraphic

transfer or cheque drawn in foreign currency) we will convert the foreign currency amount into Australian dollars using an exchange rate that we set. Visit any branch for more information about exchange rates that we offer. Additional fees may also apply.

- 7.4 If you deposit a cheque or other item (a "foreign item") drawn in Australian dollars on an overseas financial institution or drawn in a foreign currency, our encashment, negotiation or collection of the foreign item is subject to further terms and conditions. You may ask for a copy of the additional terms and conditions at any branch.

The terms and conditions applying to our encashing, negotiating or collecting a foreign item you deposit to your Account include (along with other terms) that:

- (a) the proceeds of the foreign item will not be available for withdrawal until 20 Business Days after the date of the deposit. The foreign item may not be cleared, even if we allow you to withdraw (where permitted) against the proceeds of the foreign item; and
- (b) the foreign item may be dishonoured at any time even after you withdraw against the proceeds of the item.

If a foreign item is dishonoured, we debit the amount of the foreign item to your Account. We apply the exchange rate applicable at the date we process the dishonour to work out the Australian dollar amount that will be debited to your Account, and the exchange rate may be different from the exchange rate applicable at the time the foreign item was deposited. This means that the amount debited to your Account when the dishonour is processed may be more than the amount credited to your Account when the foreign item was deposited.

## **8 RENEWING YOUR ACCOUNT**

- 8.1 Unless you tell us or we specify otherwise, we will renew your Account automatically when the term ends.
- 8.2 If a Grace Period applies, we give you a Grace Period after the end of the term to:
- (a) ask us to close the Account; or
  - (b) change the details of the renewed Account (such as the amount, term and the interest payment options).

- 8.3 If your Account is renewed automatically, your Account will be renewed for the same term as your maturing Account, at whatever interest rate we make available at the time of your Account renewal for that same term and balance. If we do not offer a Term Deposit Account for the same term as your maturing Account at the time of renewal, we will choose the most similar term from those we make available at the time your Account is renewed. The terms and conditions applying to your Account (as varied) will apply to your renewed Account. If an Account is opened or renewed on or after 1 August 2014, from 1 January 2015, 31 days' notice must usually be given to close the Account before its maturity date. This is explained in clause 10.
- 8.4 The interest rate applying to your renewed Account may change if you make any changes to the details of your Account (such as the amount, term or the interest payment options) during the Grace Period. If you make any changes, we will confirm the interest rate (and other details) applying to your Account in the Account Confirmation we give you after the Account is renewed.
- 8.5 BankSA offers special interest rates on selected terms. The terms that offer special rates vary from time to time. Therefore if you have a special rate, that rate will generally only apply for a single term. Higher or lower rates may apply for subsequent terms. We encourage you to contact us when your Term Deposit matures to discuss the rates that are available at that time.

## **9 OPTIONS**

We may offer you an option to renew your Account with the same details as those that apply to your maturing Account for the term before the option is exercised. Unless we specify otherwise:

- (a) you will not be able to exercise the option if you change any of the details of your Account at the end of the term (including the length of the term, amount deposited or interest rate payment options); and
- (b) you may only exercise an option to renew your Account once. The option will not be available for subsequent renewals.

## 10 WITHDRAWALS

- 10.1 At the end of the term or, (if a Grace Period applies to your Account) during a Grace Period, you may withdraw some or all of the balance of your Account by instructing us to repay the amount into an Account that you nominate or in any other way we agree.
- 10.2 Except as permitted under clause 10.1, for Accounts opened or renewed on or after 1 August 2014, you can only withdraw during a term by closing the Account.
- 10.3 A notice period of 31 days will usually apply to all Term Deposit Accounts (from 1 January 2015) opened or renewed on or after 1 August 2014. You must usually give us at least 31 days notice to close your Account and have the balance of your Account repaid on or after 1 January 2015 except in the cases of hardship. For Accounts opened and renewed on or after 1 August 2014, from 1 January 2015, you must provide us with at least 31 days' notice to close your Account prior to maturity, unless hardship applies as defined by BankSA.
- 10.4 The 31 day notice period starts on the day (Sydney time) that you give us notice by visiting any branch during opening hours, or calling our Customer Contact Centre on 13 33 76. The balance of your Account will be repaid on day 32 (if that day is a Business day, otherwise the next Business day).
- 10.5 The 31 day notice period applies to all Accounts unless you can show that you need access to the Account earlier due to hardship. If you need earlier access to the Account because of a hardship situation, you will need to provide details to banking staff who can assess whether your case qualifies for an earlier disbursement under our hardship policy. If you qualify for early disbursement, the early closure still means that the interest you receive may be reduced under clause 10.9.
- 10.6 When you give notice of your intention to close your Account, you need to give the Bank instructions on how the funds should be disbursed. You can complete a notice of withdrawal at the branch. Alternatively you can give us notice by telephone. We will send you a Funds on Notice Advice the day after you provide us with notice of your intention to close your Account on 31 days notice. Please contact the Bank if you do not receive this notice within 10 days.

- 10.7 Up until 5:00pm (Sydney time) on the Business day before the Account is to be closed you can cancel or change your instructions by giving us a replacement notice of withdrawal. If you cancel the notice period, your Account balance will continue in the same Term Deposit until the end of the term without any interest adjustment, unless you start another notice period by asking again to close the Account.
- 10.8 If you do not provide instruction about repayment of the Account balance in the notice of withdrawal, we will attempt to contact you to arrange collection of your funds. If no contact is made, we will send a bank cheque for the principal and interest (less any bank cheque fee) to the address that you have most recently advised to us within a reasonable period.
- 10.9 If you withdraw an amount during the term, which is not permitted under clauses 10.1 of Section 1, or if you close the Account during a term we may reduce the interest rate that applies to that amount withdrawn for the period that amount was deposited (but only from the day that the Account was last renewed) as set out below:

<b>When withdrawal is made</b>	<b>Interest rate reduction</b>
Outside a Grace Period and less than 14 days after the beginning of the term.	No interest is paid
Outside a Grace Period and 14 days after the beginning of the term, where:	
• less than 20% of the term has elapsed	90% of the interest rate that applies to your Account
• 20% or more of the term has elapsed, but less than 40%	80% of the interest rate that applies to your Account
• 40% or more of the term has elapsed, but less than 60%	60% of the interest rate that applies to your Account

When withdrawal is made	Interest rate reduction
• 60% or more of the term has elapsed, but less than 80%	40% of the interest rate that applies to your Account
• 80% or more of the term has elapsed	20% of the interest rate that applies to the Account

10.10 If you withdraw an amount during a Grace Period, we will pay interest on the withdrawn amount at the Grace Period Rate for the period that the withdrawn amount had been deposited (but only from the day that the Account was last renewed). The Grace Period Rate is variable, and the rate that applies from time to time is set out in the Interest Rates Brochure. The Interest Rates Brochure forms part of the governing terms of your Account.

10.11 Where the reduction of the interest rate results in an amount payable by you, any interest that has accrued on your Account but which has not been paid (if any) will be offset against that amount payable, and any amount remaining payable after the offset will be deducted from the balance of your Account.

## 11 ACCOUNT COMBINATION

11.1 At any time (including at the end of the term, or during a term), we may, without prior notice to you, to set-off or combine any of the balance of your Account with the balance of another of the accounts you hold with us, unless:

- (a) the accounts are not held by the same person or persons; or
- (b) we know that the accounts are held in different capacities (for example, one is held by you as a trustee); or
- (c) doing this would breach the Code of Operation for Centrelink Direct Credit Payments.

11.2 We will give you notice promptly after we combine your accounts.

## 12 JOINT ACCOUNTS

12.1 The credit balance of a joint Account is held jointly by all Account holders. This means that each Account

holder has the right to all of the balance, jointly with the other Account holders.

- 12.2 If a joint Account holder dies, the remaining account holder holds the credit balance and, if there is more than one, those remaining Account holders hold the credit balance jointly.
- 12.3 The joint Account holders must sign an authority to tell us the method by which they permit operations on the joint Account. If we are made aware of any dispute on a joint Account, we may choose to require all joint Account holders to sign to authorise any operation of an Account.
- 12.4 We may accept a cheque to open a joint Account which is payable to any one or more of the joint account holders or partners of a partnership.

### **13 AUTHORITY TO OPERATE**

- 13.1 You may nominate a person to operate on your Account by completing an "Authority to Operate" form available at any branch.
- 13.2 We will not allow a person to operate on your Account until their identity has been verified in accordance with our identification procedures.
- 13.3 We may impose limits on who you may authorise to operate on your Account (such as limits on the number of people authorised to operate on your Account).
- 13.4 If the Account holder is a company, partnership or a trustee:
  - (a) for trusts, all trustees must be authorised to operate on the Account;
  - (b) for sole director companies, the sole director must be authorised to operate on the Account;
  - (c) for companies other than sole director companies, at least two directors, or at least a director and a company secretary, must be authorised to operate on the Account; and
  - (d) for partnerships, at least two partners must be authorised to operate on the Account.
- 13.5 By signing an Authority to Operate, you instruct us to allow a person to be authorised to operate on your Account and to conduct any transactions on your Account that you could.

- 13.6 Any person able to operate on your Account must be authorised by you, including if you are a company, partnership or trustee. You must not enable any person to operate on your Account by voluntarily disclosing any Access Method to them.
- 13.7 An Authority to Operate will remain in force until we cancel it, or receive written notice of cancellation notice of the death of the person granting the authority and that notice has been processed by us (this may take up to 2 Business Days). Notice of cancellation must be signed by all other Account holders. We may require a new Authority to Operate before we allow further operations on your Account.
- 13.8 If we are notified of a dispute about an Authority to Operate or the owner or owners of an Account, we may refuse to allow operations on your Account until all parties concerned have signed any authority we require.
- 13.9 We will not allow a person to operate on your Account until his or her identity has been verified in accordance with our identification procedures.
- 13.10 We are not liable for any loss or damage caused to you by persons authorised to operate on your Account, except where it arises from fraudulent conduct by our agent or employee, or if we are liable under a statute, the Code of Banking Practice or the ePayments Code.
- 13.11 You consent to us giving any person authorised to operate on your Account information about your Account.



## SECTION 2 – GENERAL MATTERS

### 1 INDUSTRY CODES

1.1 If you are an individual or a Small Business, the relevant provisions of the Code of Banking Practice will apply to the banking services you use. Information is available from us about:

- account opening procedures;
- our obligations regarding the confidentiality of your information;
- complaint handling procedures;
- bank cheques;
- the advisability of you informing us promptly when you are in financial difficulty; and
- the advisability of you reading the terms and conditions applying to the relevant banking service.

Information on current interest rates and standard fees and charges is available on request

1.2 We warrant that we will comply with the ePayments Code where it applies.

### 2 CHANGES TO THE TERMS AND CONDITIONS

2.1 The Terms and Conditions can be changed by us at any time. However, the interest rate for a term may not be changed during the term (note that the return on your Account may be reduced if you withdraw an amount during a term outside a Grace Period or close the Account during a term - see clause 10 of Section 1).

2.2 We will give notice of any change to the Terms and Conditions in accordance with the times set out in the following table, and in the manner described in clause 3 of Section 2.

Type of change	Timeframe
Introducing a new fee	30 days in advance
Increasing an existing fee	30 days in advance
Change in the way interest is calculated, charged or paid to the Account	30 days in advance

Type of change	Timeframe
Government charges	In advance of the change, or as soon as practicable afterwards, unless the change has been publicised by a government agency, government or representative body
Change to how and when deposits may be made	On or in advance of the date of the change
Change to the terms of the Grace Period at maturity of a term	On or in advance of the date of the change
Change to the how and when withdrawals may be made from the Account	On or in advance of the date of the change
Change to any term or condition necessary or desirable to comply with or reflect any law, regulator guidance or requirement, or decision of a court or other dispute resolution process	In advance of the change, or as soon as practicable afterwards, unless the change has been publicised by a government agency, government or representative body
Change to any term or condition where the change reflects changes to our business or technological systems or processes, where we reasonably consider the change to be beneficial to you, or where the change is administrative or corrects a mistake or omission	On or in advance of the date of the change

Type of change	Timeframe
Change to any term or condition in any circumstance where it is reasonably necessary to protect our legitimate interests	On or in advance of the date of the change

### 3 COMMUNICATIONS

- 3.1 Communications relating to your Account, including notice of any changes to the Terms and Conditions, will be given in writing, or in any other way agreed with us.
- 3.2 We may give communications in writing directly or by media advertisement. We may also give communications in writing electronically, see clause 3.7 of Section 2.
- 3.3 If we give a written communication directly, we will send it to the most recent address you have given us. You must promptly inform us of any change to your contact details. Where we send a written communication by ordinary mail, we will regard that notice as given 6 Business Days after we post it.
- 3.4 You must ensure that your contact details are correct and up to date at all times. You must promptly inform us of any change to your name or address. If we cannot locate you after having made reasonable efforts to do so, we may stop operations on your Account until you give us your current contact details.
- 3.5 If the Account is a joint Account and all Account holders live at the same address, you agree that one Account holder will be appointed the agent of the other Account holders for the purposes of receiving communications from us. This means that only one copy of the communication will be sent for your Account.
- 3.6 If the government introduces or changes a government charge payable directly or indirectly by you, we will notify you in writing unless the introduction or change is publicised by a government, government agency or representative body. You agree to receive notice in these ways.

- 3.7 If you agree, we may use electronic means to communicate with you. For example, we may send electronic notices or other communications about our products and services.
- 3.8 We need not give any notice where a change has to be made to maintain or restore the security of our systems or an Account.
- 3.9 We may require any request from you to be in writing, and in a form acceptable to us.
- 3.10 If your business is a partnership, you and each other partner in the partnership acknowledges and agrees that:
- (a) any notice or act of any one or more partners binds all of them; and
  - (b) these Terms and Conditions continue to bind the partners of the partnership notwithstanding the dissolution, or any change at any time in the constitution, of the partnership.

#### **4 YOUR PRIVACY**

- 4.1 When you apply for an Account from us, the application form contains a privacy statement which sets out in more detail how we use and when we disclose your personal information in relation to your Account.
- 4.2 We handle your personal information in accordance with the privacy statement in the application form for your Account. You can obtain a copy of the privacy policy by:
- Visiting any branch;
  - Calling our Customer Contact Centre on 13 13 76;
  - Visiting our website **banksa.com.au**
- 4.3 You agree that we may disclose to a related entity of us:
- (a) information about you that is necessary to enable an assessment to be made of your total liabilities (present and future) to us and that related entity; and
  - (b) any other information concerning you, if the related entity provides financial services related or ancillary to those provided by us, unless you tell us not to. Please refer to the General Descriptive Information in Part B of this booklet for information about how you may tell us not to disclose information.

- 4.4 We, or any related entity of us to whom we disclose information pursuant to clause 4.3 of Section 2, may disclose information about or provided by you to employees or outside contractors for the purpose of our or the related entity's businesses. Any outside contractor to whom we or a related entity disclose information will have access to that information only for the purpose of our or the related entity's business and will be strictly prohibited from using that information for any other purpose whatsoever.
- 4.5 You agree that we may disclose information about you in those cases where the *Privacy Act 1988* (Cwlth) permits disclosure of such information.
- 4.6 If your Account is in more than one person's name you agree that each person may use your Account and have access to information about your Account without your consent.
- 4.7 You may ask us to provide you with our record of your personal information, your accounts with us and information relating to those accounts. We may charge you our reasonable costs of supplying this information. You may request the correction of any of this information concerning you that we hold. We will deal with your request for access to information or correction of information within a reasonable time.
- 4.8 We will use your personal information to contact you or send you information about other products and services offered by the BankSA Group or its preferred suppliers. Please call us on 13 13 76 or visit any of our branches if you do not wish to receive marketing communications from us.
- 4.9 Further, you may from time to time be contacted by representatives of us or related entities of us. Those representatives may be either employees of, or contractors to, us or the related entity. Any person who contacts you will have access to information about, or provided by you only for the purpose of our or the related entity's business and will be strictly prohibited from using that information for any other purpose whatsoever.
- 4.10 We are required to identify certain US persons in order to meet account information reporting requirements under local and international laws. If you or (where you are an entity) any office bearer\* of the entity and/or any individual who holds an interest in the entity of more than 25% (a Controlling

\*Director of a company, partner in a partnership, trustee of a trust, chairman, secretary or treasurer of an association or co-operative

Person) are a US citizen or US tax resident, you must telephone 1300 668 155 at the time of accepting these Terms and Conditions. When you contact us you will be asked to provide additional information about your US tax status and/or the US tax status of any Controlling Person which will constitute certification of US tax status for the purposes of the application to which these Terms and Conditions relate.

Unless you notify us that you and/or any Controlling Person are a US citizen or US tax resident as specified above, accepting these Terms and Conditions constitutes certification that you and/or any Controlling Person are not a US citizen or US tax resident.

If at any time after account opening, information in our possession suggests that you and/or any Controlling Person may be a US citizen or US tax resident, you may be contacted to provide further information on your US tax status and/ or the US tax status of any Controlling Person. Failure to respond may lead to certain reporting requirements applying to the account.

## **5 PROBLEMS AND DISPUTES**

5.1 If you believe an error has been made, please notify us by:

- Visiting any branch;
- Calling our Customer Contact Centre on 13 13 76.

We will correct any error that is found to be ours as soon as possible.

5.2 If you have a problem or complaint about a Banking Service, you should speak to our Customer Service personnel. You can do this by:

- Visiting any branch;
- Calling our Customer Contact Centre on 13 13 76.

5.3 To assist us in resolving your problem or complaint, you should:

- (a) report it promptly;
- (b) state clearly the nature of the problem or your particular grievance; and
- (c) have available all documents and background information.

- 5.4 If the matter is not resolved to your immediate satisfaction, you can follow the dispute procedures set out below. Please also refer to our "Have your Say" brochure for further information about disputes. It is available by:
- Visiting any branch;
  - Calling our Customer Contact Centre on 13 13 76;
  - Visiting our website on **banksa.com.au**
- 5.5 You can lodge a complaint at any of our branches or telephone or write to the Manager, Customer Relations at our head office in Adelaide. The relevant details are set out on the back of this booklet.
- 5.6 If we do not immediately resolve your complaint to your satisfaction, we will inform you in writing of our procedures for investigating and handling complaints. We will notify you of the name and contact number of the person who is investigating your complaint.
- 5.7 If it is unclear whether you have contributed to any loss, that is the subject of any complaint you make to us, we will consider all reasonable evidence, including all reasonable explanations for a transaction occurring. The fact that your Account has been accessed with the correct codes or passwords, while significant will not be conclusive evidence that you have contributed to any loss.
- 5.8 We will not require you to raise complaints or disputes in relation to the processing of electronic funds transfers with any other party to the shared electronic funds transfer system. Where we have been notified by another party to the shared electronic funds transfer system, or from the view, that a transaction has been debited or credited incorrectly to your Account, we will investigate. We will make any corrections to your Account we consider appropriate in the circumstances. We will also notify you as soon as practicable, after reversing an incorrect credit.
- 5.9 Normally, we will complete the investigation of your complaint and inform you of the results of our investigation within 21 days of receiving a complaint. Unless there are exceptional circumstances, we will complete our investigation within 45 days.
- 5.10 Where an investigation continues beyond 45 days, we will inform you of the reasons for the delay, give

you monthly updates on the progress of the investigation and a date when a decision can reasonably be expected. We will not do this if we have requested a response from you and we are waiting for that response.

- 5.11 We will inform you in writing of our decision relating to an electronic funds transfer dispute and, if the dispute is not resolved to your satisfaction, any further action you can take to resolve the dispute. We will inform you in writing of our decision relating to any other dispute, unless we agree with you that the notice can be given verbally.
- 5.12 The next available step is the Financial Ombudsman Service. This is a free, external and independent process for resolving disputes between banks and customers, provided the Ombudsman has the power to deal with your dispute. The address and phone number of the Ombudsman are listed on the back of this booklet. In addition, if your complaint relates to the way we handle your personal information, then you have the right to complain to the Privacy Commissioner. Please refer to our privacy policy. You can obtain a copy of the privacy policy by:
- Visiting any branch;
  - Calling our Customer Contact Centre on 13 13 76.
- 5.13 If, in relation to an electronic funds transfer, we fail to observe these terms and conditions when we allocate liability or when conducting our complaint investigation and dispute resolution procedures and as a result there is unreasonable delay or the outcome of our investigation is prejudiced, we will accept full liability for the amount that is the subject of the complaint.
- 5.14 There are other external avenues for dealing with disputes such as Australia Securities and Investment Commission, and your State or Territory Government consumer rights protection agency (such as the Department of Consumer Affairs)

## **6 APPROPRIATE USE OF OUR SERVICES**

- 6.1 You warrant that your use of the services we provide will not breach any law of Australia or any other country.
- 6.2 Where we consider it necessary for us to meet our regulatory and compliance obligations:



- (a) you must provide us with any information we reasonably request;
- (b) we will disclose information we hold to regulatory and law enforcement agencies, other financial institutions, third parties and members of the BankSA Group; and
- (c) we may delay, block or refuse to provide any of our services.

We will not be liable to you or any other person for any loss or damage of any kind that may be suffered as a result of us exercising our rights under this clause.

## **7 TRADE PRACTICES**

Nothing in these terms and conditions has the effect of excluding, restricting or modifying any rights that by law cannot be excluded, restricted or modified.

## **8 GST**

- 8.1 We tell you if any fees we charge you are GST inclusive.
- 8.2 If there is a situation in which we are required to pay GST on a payment you make to us, you agree to increase the amount of the payment to include the GST amount.
- 8.3 We will tell you of any additional GST amount you must make on a payment.

## **9 ASSIGNMENT**

You cannot assign your rights under the Terms and Conditions.

## **10 AUSTRALIAN GOVERNMENT'S FINANCIAL CLAIMS SCHEME**

You may be entitled to payment under the Australian Government's Financial Claims Scheme. Payments under the Financial Claims Scheme are subject to a limit for each depositor. Information about the Financial Claims Scheme can be obtained from the APRA website at <http://www.apra.gov.au> or by calling the APRA hotline on 1300 55 88 49.

## **11 REASONABLENESS**

The Bank will act fairly and reasonably in accordance with its legitimate business interests in exercising their rights and discretions under these terms and conditions.

## 12 MEANING OF WORDS

**"Account"** means a Term Deposit Account that you hold with us.

**"Account Confirmation"** for a term means the document we give you setting out the details of your Account for that term. Where you make a change to your Account during a Grace Period, we will provide you with a replacement Account Confirmation.

**"BanksA Group"** means Westpac Banking Corporation and ABN 33 007 457 141 and its related bodies corporate.

**"Business Day"** means a day we are open for business, but does not include Saturday, Sunday or any public holiday.

**"Funding Period"** is 3 Business Days, including the day your Account is opened, but if the end of the Funding Period would fall on a Sunday or a public holiday, the period ends on the immediately preceding Business Day.

**"Grace Period"** means the period referred to in clause 8.2 in Section 1. Unless we specify otherwise, the length of the Grace Period is 14 days for an Account that is a Term Deposit;

but if the end of the Grace Period would fall on a Sunday or a public holiday, the period ends on the immediately preceding Business Day.

**"Grace Period rate"** – see clause 10.7 of Section 1.

**"GST"** means any tax imposed on the supply of any goods, services, real or personal property or other similar things or similar tax.

**"Interest rates Brochure"** means the current interest rate brochure applying to your Account which sets out the interest rates that we offer for Term Deposit Accounts from time to time.

**"Maturity notice"** – see clause 6.3 or Section 1.

**"Related entity"** means a company that is related to us for the purposes of the Corporations Act 2001.

**“Small Business”** means a business employing:

- (a) less than 100 full-time (or equivalent) people, if the business is or includes the manufacture of goods;
- (b) in any other case, less than 20 full-time (or equivalent) people,

but does not include a business that obtains an Account in connection with another business that does not meet the elements in (a) or (b) above.

**“Terms and Conditions”** means these terms and conditions, the Account Confirmation and the Interest Rate Brochure we give you in respect of each term of your Account.

**“we”, “us” and “our”** mean BankSA - A Division of Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714 and its successors and assigns.

**“you”** means the Account holder in relation to your Account.

Unless otherwise specified, a reference in this booklet to a time is a reference to that time in Sydney.

## **PART B – GENERAL INFORMATION ABOUT OUR BANKING SERVICES**

**The following general information is for the guidance of our customers. this Part B does not form part of the terms and Conditions of your Account.**

### **BRANCHES AND AGENCIES**

*You can open or close an Account at our branches. Also, any of our branches can tell you the balance of your Account on request.*

*We may offer a range of banking services through agents appointed by us to provide such services. The full range of banking services provided by us may not be available through any such agent. Please contact our Customer Service Centre, if you require further details. We may pay commissions or make other payments to agents in relation to the banking services they perform under this clause.*

### **GENERAL DESCRIPTIVE INFORMATION**

*The following general descriptive information is for the guidance of our customers. It is not a complete statement of the matters it deals with. Some aspects of the law that it covers are not settled. You should seek advice if you have any queries on these matters. Also, we can make available to you general information about our Account opening procedures (including information about our identification requirements), cheque clearing, bank cheques and complaint handling procedures.*

### **TAX FILE NUMBERS**

#### ***What is a TFN?***

A tax file number (TFN) is a number issued by the Australian Taxation Office for a taxpayer. It appears on your tax assessment notice.

#### ***How do you get one?***

*If you do not have a TFN, you can apply for one at the Australian Taxation Office.*

#### ***Quoting your TFN***

*When you open a Term Deposit Account with us, you may quote us your TFN for that investment.*

*If you choose not to quote your TFN for that Account, then unless you are exempt, tax law requires us to take out an amount for tax at the maximum personal marginal tax rate plus Medicare levy rate from any interest income on the Account.*

*We will notify you of the amount that we take out at the same time that we notify you of any interest paid.*

## **Exemptions**

*In some cases we do not have to take out tax. Contact the Australian Taxation Office for more information. If you are in an exempt category of persons, you should notify us to avoid tax being taken out of your Account.*

## **Joint Accounts**

*If there is a joint investment by 2 or more persons, each person will only be taken to have quoted if at least 2 of them have either quoted their TFN or are exempt. If at least 2 of them have TFNs, each person will only be taken to have quoted if at least 2 TFNs are quoted.*

## **Partnerships**

*If the partnership has its own TFN, use this when quoting a TFN. If there is no partnership TFN, follow the rules for joint accounts.*

## **Trust Accounts**

*If you are a trustee and have a trust TFN, use the trust TFN when quoting a TFN. If you do not have one, use your own TFN.*

## **Accounts held for children**

*If you are an adult holding an account for a child, you are a trustee. Follow the rules for trust accounts.*

## **How to quote your TFN**

*If you want to quote your TFN or notify us that you are exempt, forms are available at any branch.*

## **PRIVACY**

*We handle your personal information in accordance with the privacy statement in the application form for the product or service applied for. You can obtain a copy of the privacy policy by:*

- *Visiting any branch;*
- *Calling our Customer Contact Centre on 13 13 76;*
- *Visiting our website [banksa.com.au](http://banksa.com.au)*

## **COMBINATION AND SET-OFF**

*We can combine or set-off the balance of two or more of your accounts, even if the accounts are at different branches. This may happen when one of your accounts is overdrawn or is in debit. We will not combine or set-off your accounts if:*

- the accounts are not held by the same person or persons; or*
- we know that the accounts are held in different capacities (e.g. one is held by you as a trustee); or*
- doing this would breach the Code of Operation for Centrelink Direct Credit Payments.*

*Under the Code of Banking Practice, we must promptly give notice to you if we combine any of your accounts, but we need not do so beforehand.*

*We will not combine or set-off a Term Deposit Account against another account before the end of the fixed term for the Term Deposit Account or any earlier date on which we repay a Term Deposit Account.*

### **IF YOU ARE IN FINANCIAL DIFFICULTIES**

*If you owe us money, we recommend that you tell us promptly if you are in financial difficulty.*

### **JOINT ACCOUNTS**

*If you have a joint Account with another person or persons, you will each be liable equally for any amount due to us on the Account, unless the contract with us states otherwise.*

*Usually the contract will state that your liability is both joint and several. This means we can sue all of you or any one of you for the whole of the amount owing.*

*If you die or become bankrupt, your estate will be liable to the same extent as you were. If you die and there is a credit balance on an Account you hold jointly with others, the money does not go to your estate (and so to the beneficiaries under your will) but to the other joint account holders.*

*It will be up to you and the other joint Account holders to say how many of you must sign in order to operate the Account. For example, you might arrange with us that each of you has to sign a cheque drawn on the joint account. Alternatively, you might arrange that only one of you needs to sign. This arrangement will be part of your contract with us and may be altered at the request of yourself and the other joint account holders.*

*However, we will normally treat all authorities for operating the joint Account as cancelled once we know of your death and certain conditions have been met or of your bankruptcy.*

*Also, regardless of any authorities to operate, any party to a joint Account can require us to operate the Account only on the signature of all parties. This might be done if there is a dispute between the joint account holders.*

## **FINANCIAL INSTITUTION CHEQUES**

The term "Financial Institution cheque" (which includes a bank cheque) describes a cheque which is to be paid by the Financial Institution itself, rather than from a customer's Account.

Financial Institution cheques are generally treated by the law in the same manner as ordinary cheques. Although many people regard Financial Institution cheques as cash, you should be aware that in some cases a Financial Institution cheque may not be paid by the Financial Institution that issues it.

To clarify the position, the banks who are members of the Australian Bankers' Association (including us) have adopted the following policy in relation to bank cheques:

- (a) *Forged or unauthorised bank cheques – if the signature of an officer of a bank is forged or placed on a bank cheque without the bank's authority, the bank is not legally liable on it.*
- (b) *Bank cheque materially altered – a bank will dishonour a bank cheque which has been fraudulently and materially altered. A bank will co-operate with any holder of a cheque, or a person who is about to receive it, who may want to verify that the cheque is a valid bank cheque.*
- (c) *Bank cheque reported stolen or lost – where a bank is told that a bank cheque is lost or stolen and is satisfied that this is the case, the bank will not honour it if it is presented for payment by a person who has no right to it. The bank may provide a replacement bank cheque for a fee.*
- (d) *Court order restraining payment – a bank must observe an order of a court restraining the bank from paying its bank cheque which is presented for payment while the order is in force.*
- (e) *Failure of consideration for the issue of bank cheque – where a bank has not received payment for issuing a bank cheque to a customer (e.g. the customer's cheque to the bank in payment for the bank cheque is dishonoured), the bank will refuse to pay the bank cheque only if the person presenting the bank cheque for payment:
  - (i) *has not given the value for it (e.g. the bank cheque is stolen); or**

- (ii) *has given value for it but at the time of doing so he or she knew the bank had not been paid for the bank cheque (e.g. that the cheque in favour of the bank had been dishonoured).*

## **ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING OBLIGATIONS**

Please be advised that in order for us to meet our regulatory and compliance obligations we will be increasing the levels of control and monitoring we perform.

You should be aware that:

- transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions (or the law or sanctions of any other country). Where transactions are delayed, blocked, frozen or refused we and our correspondents are not liable for any loss you suffer (including consequential loss) howsoever caused in connection with any deposit product;
- we may from time to time require additional information from you to assist us in the above compliance process; and
- where legally obliged to do so, we will disclose the information gathered to regulatory and/or law enforcement agencies, other banks, other members of the Westpac Group, service providers or to other third parties.

You provide us the following undertakings and indemnify us against any potential losses arising from any breach by you of such undertakings:

- (a) you will not initiate, engage in or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country); and
- (b) the underlying activity for which any deposit product is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).



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## **GENERAL CUSTOMER ENQUIRIES**

Call 8.00am to 8.00pm 7 days a week on **13 13 76**

## **DISPUTES**

If your complaint is not immediately resolved to your satisfaction contact:

Manager, Customer Relations

PO Box 399

Adelaide SA 5001

## **AFTER THIS, IF THE MATTER IS STILL NOT RESOLVED TO YOUR SATISFACTION, CONTACT:**

Financial Ombudsman Service Ltd

GPO Box 3

Melbourne VIC 3001

Telephone: 1300 780 808

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

