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# Business Banking Facility Terms & Conditions

Information about terms  
and conditions that apply to  
our Business Banking Loan  
products.

**Heritage Bank**

*People first.*

 Talk to us today.

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Effective 30 May 2024

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# Introduction

## 1. Understanding this booklet

This booklet forms part of your *agreement*. You should read it together with the *offer letter* and any other booklet, brochure or document referred to in the *offer letter* as forming part of the *agreement*.

Some words in the *agreement* are in italics. Those words have special meanings, which are explained in clause 2.

In the *agreement*, unless inconsistent with the context, a reference to:

- a person includes an individual and anyone taking over or succeeding to the original person's rights or obligations;
- a person includes a corporation and vice versa;
- a corporation includes every kind of body corporate;
- any thing or amount includes all or part of the thing or amount;
- money is in Australian dollars;
- a gender includes every gender;
- a "law" or "laws" generally, means Acts of any Australian parliament, statutory instruments and delegated legislation under any such Acts (including local laws and by-laws) and common law;
- "includes" introduces an example and does not limit the word or phrase it is illustrating;
- "may" about a right or power means the person given the right or power has a discretion about whether, when and how to exercise it;
- "comply with" means to obey, fulfil and observe all positive and negative obligations;
- the singular includes the plural and vice versa; and
- being "in default" or an "event of default" means being in default as defined in clauses 18, 19 and 20.

An obligation on you not to do something includes an obligation to endeavour to ensure that the thing does not happen and is not done by someone else.

If you consist of 2 or more people:

- a reference to "you/your" is a reference to you, the customer or customers named in the *offer letter*, and includes each of you individually and also any 2 or more of you together;
- your obligations under the *agreement* bind you all together and also bind each of you individually; and
- the fact that 1 of you is released from your obligations does not mean that any of the others of you are also released.

Headings for clauses are included in the *agreement* for guidance only and must not be used for interpretation.

In the *agreement*, the term "Fully Drawn Loan" is a name of a product category only. The ordinary meaning of the *agreement* is not to be affected or restricted just because the term "Fully Drawn Loan" is used.

Please note that separate terms and conditions govern Heritage Credits. Please refer to those terms and conditions to find out more about the loyalty and rewards benefits (if any) of your Heritage products.

## 2. Definitions

<b><i>additional debt</i></b>	means, at any time, a <i>casual overdraw</i> , debt or other amount owing on the <i>facility account</i> or another account (other than the <i>facility debt</i> and interest on it): <ul style="list-style-type: none"><li>• that you owe to <i>Heritage</i>, or for which you have guaranteed payment to <i>Heritage</i> or indemnified <i>Heritage</i> against non-payment;</li><li>• that does not arise from the provision of credit regulated by the <i>National credit code</i>; and</li><li>• that did not become owing under an agreement between you and <i>Heritage</i> that provides for the repayment of the debt and the payment of interest on it</li></ul>
<b><i>agreement</i></b>	means the <i>agreement</i> constituted by the <i>offer letter</i> , this booklet, any other booklet, brochure or document referred to in the <i>offer letter</i> and any subsequent <i>agreement</i> or notice changing the <i>agreement</i>
<b><i>approval</i></b>	means an approval under clause 30
<b><i>available funds</i></b>	means: <ul style="list-style-type: none"><li>• if your account has a debit balance – the difference between clear funds included in the account balance and the credit limit; or</li><li>• if your account has a credit balance – the total of the clear funds included in the account balance and the credit limit.</li></ul>
<b><i>break fee</i></b>	means <i>Heritage's</i> estimate of the loss to it because you <i>pay out</i> the <i>facility debt</i> during a <i>fixed interest rate period</i> (the current formula <i>Heritage</i> uses to make this estimate is specified in the <i>offer letter</i> )
<b><i>business day</i></b>	means a day that is not a Saturday, Sunday or public or special holiday in Toowoomba.
<b><i>Cardlink Services</i></b>	means Cardlink Services Limited ABN 60 003 311 644 or any other person who provides the electronic systems used in operating the <b>BPAY</b> scheme from time to time
<b><i>casual overdraw</i></b>	means: <ul style="list-style-type: none"><li>• any part of the <i>facility debt</i> that exceeds the <i>facility limit</i>; and</li><li>• an overdraw on any other account that you have with <i>Heritage</i></li></ul>
<b><i>Constitution</i></b>	<i>means the constitution of Heritage and People's Choice Limited</i>
<b><i>Customer Owned Banking Code of Practice</i></b>	means the <i>Customer Owned Banking Code of Practice</i> being the code of practice for Australia's customer-owned banking institutions, as well as any subsequent amendment of that code that binds us, that we adopt or that we subscribe to
<b><i>daily facility balance</i></b>	for a particular day, means the <i>facility debt</i> at the end of the day (but not including interest that has accrued or fees and charges which are payable, if in either case they have not yet been debited to your <i>facility account</i> )
<b><i>daily limit</i></b>	means a limit that applies for a day ending at 12 midnight Australian Eastern Standard Time.
<b><i>ePayments Code</i></b>	means the ePayments Code adopted by <i>Heritage</i> on 20 March 2013, as amended from time to time.
<b><i>facility</i></b>	means the type of facility referred to in the <i>offer letter</i> and provided to you under this <i>agreement</i>
<b><i>facility account</i></b>	means the account or accounts kept, or to be kept, by <i>Heritage</i> to record debits and credits under the <i>agreement</i>
<b><i>facility debt</i></b>	at a particular time, means the difference between all amounts debited, due or accrued (such as amounts lent including cheques drawn and paid, fees and charges, interest and <i>payments in advance</i> redrawn by you) less all amounts credited (such as payments made by you) to your <i>facility account</i>
<b><i>facility limit</i></b>	means the upper limit of your <i>facility</i> as specified in the <i>offer letter</i>

<b><i>fixed interest rate period</i></b>	means a period identified in the <i>offer letter</i> as a fixed interest rate period, and the period begins on the first date on which <i>Heritage</i> lends you money or makes the <i>facility</i> available under the <i>agreement</i> (it also includes any other period during which the <i>interest rate</i> is fixed as agreed between you and <i>Heritage</i> )
<b><i>Heritage</i></b>	means: <ul style="list-style-type: none"> <li>• <i>Heritage</i> and People's Choice Limited;</li> <li>• any subsidiary (as defined in the Corporations Act 2001) of <i>Heritage</i> and People's Choice Limited specified in the offer letter; or</li> <li>• an assignee of <i>Heritage</i> and People's Choice Limited, a subsidiary of <i>Heritage</i> and People's Choice Limited or a prior assignee</li> </ul>
<b><i>identifier</i></b>	means information that you may know but are not required to keep secret and which you must provide to perform a transaction (for example, an account number, serial number or PayID). An identifier also includes a token generated from such information
<b><i>indicator rate</i></b>	means: <ul style="list-style-type: none"> <li>• in relation to the <i>facility debt</i> - the indicator rate specified in the <i>offer letter</i>, or as changed under the <i>agreement</i> and is the base rate of interest applicable to your <i>facility</i> to which the <i>interest margin</i> is added or subtracted; and</li> <li>• in relation to any <i>additional debt</i> - <i>Heritage's</i> non-residential indicator rate from time to time for business banking overdraft facilities</li> </ul>
<b><i>insolvency event</i></b>	means: <ul style="list-style-type: none"> <li>• in relation to an individual - the occurrence of an act of bankruptcy;</li> <li>• in relation to a corporation: <ul style="list-style-type: none"> <li>• the appointment of a liquidator, provisional liquidator, receiver, receiver and manager or administrator to the corporation or any of its property;</li> <li>• the making of a winding up order; or</li> <li>• any event or set of circumstances entitling any person to apply for a winding up order; and</li> </ul> </li> <li>• in relation to any person: <ul style="list-style-type: none"> <li>• a judgment or order remaining unsatisfied for 14 days; or</li> <li>• the person's inability to pay their debts from their own money as they fall due</li> </ul> </li> </ul>
<b><i>interest margin</i></b>	means the interest margin specified in the <i>offer letter</i> , or as changed under the <i>agreement</i>
<b><i>interest rate</i></b>	means: <ul style="list-style-type: none"> <li>• during a <i>fixed interest rate period</i> - the rate specified in the <i>offer letter</i> or another written agreement between you and <i>Heritage</i> for that <i>fixed interest rate period</i>; and</li> <li>• otherwise - the <i>indicator rate</i> from time to time, plus or minus the <i>interest margin</i> from time to time (if an interest margin is applicable),</li> </ul> subject to <i>Heritage's</i> right to elect to charge a default rate under clause 6
<b><i>joint account</i></b>	means an account in the joint names of two or more persons
<b><i>Member number</i></b>	means a unique number that we use to identify you and your accounts in our systems
<b><i>Mistaken internet payments</i></b>	means an inter-bank transfer (see clause 55) made by you through the 'Pay Anyone' internet banking facility available on <i>Heritage</i> Online where funds are paid into an account of an unintended recipient because you enter or select a Bank/State/Branch (BSB) number and/or identifier (such as an account number) that does not belong to the named and/or intended recipient, as a result of your error or you being advised of the wrong BSB number and/or identifier. This does not include payments made using BPAY or any telegraphic transfer.

<b>Mobile Phone</b>	means your mobile telephone device with the phone number you have registered for use with <i>SMS Services</i> and which is capable of sending and receiving <i>SMS</i> message
<b>National credit code</b>	means Schedule 1 to the <i>National Consumer Credit Protection Act 2009</i> (Cth) and includes any instruments made under that Schedule and regulations made under that Act for the purposes of that Schedule
<b>offer letter</b>	means any letter (including any schedule) from <i>Heritage</i> to you, or any written agreement between you and <i>Heritage</i> , which refers to these terms and conditions and incorporates them as part of an agreement between you and <i>Heritage</i> (as amended or substituted from time to time by further written <i>agreement</i> between you and <i>Heritage</i> )
<b>online redraw</b>	means the functionality that allows you to request to redraw payments in advance through Heritage Online from your account
<b>OTP</b>	means a One Time Password delivered by <i>SMS</i> to your mobile phone in connection with <i>SMS Security</i>
<b>PAN</b>	means a Phone Access Number which is used to gain access to, or make transactions through, Heritage Access Line
<b>Pay Anyone</b>	means a payment facility which allows you to make a payment from one bank account to a third party's bank account by entering, selecting or using a BSB and account number, PayID or other identifier. This does not include BPAY or PayTo payments.
<b>PayTo</b>	means the third party payment initiation service operated as part of the New Payments Platform.
<b>pay out</b>	means: <ul style="list-style-type: none"> <li>• in relation to the <i>agreement</i> - to pay <i>Heritage</i> the <i>total amount owing</i> (which is the total of the <i>facility debt</i> and any <i>additional debt</i>); and</li> <li>• in relation to the <i>facility</i> - to pay <i>Heritage</i> the <i>facility debt</i></li> </ul>
<b>People's Choice</b>	means Heritage and People's Choice Limited trading as People's Choice Credit Union ABN 11 087 651 125 AFSL 244310, Australian Credit Licence 244310
<b>PIN</b>	means a Personal Identification Number which can be used with a card to make transactions at ATMs and electronic terminals
<b>payment in advance</b>	means a payment to the <i>facility account</i> made before it would otherwise be due, and the total of your <b>payments in advance</b> at any given time is the amount which would be the <i>facility debt</i> at the time if you had made the exact payments required under the agreement on the days they fell due, less the <i>facility debt</i> at that time
<b>PPS register</b>	means the Personal Property Securities Register established under the <i>PPS Act</i>
<b>PPS Act</b>	means the <i>Personal Property Securities Act 2009</i> (Cth)
<b>recognised instructions</b>	means instructions you or a <i>signatory</i> or cardholder give us: <ul style="list-style-type: none"> <li>• by properly completing and signing a form we provide for the purpose; or</li> <li>• through Heritage Online or Heritage Access Line if we accept that type of instruction through Heritage Online or Heritage Access Line; or</li> <li>• Some other method we agree to accept</li> </ul>
<b>related body corporate</b>	has the meaning given to that term in the <i>Corporations Act 2001</i>
<b>security document</b>	means a mortgage, charge or other document or agreement (including, without limitation, any document which creates a <i>security interest</i> ) given or taken to secure all or part of the <i>total amount owing</i> and/or any other obligation under the agreement (including a guarantee, an indemnity and a guarantee and indemnity)



<b><i>security interest</i></b>	means a security interest under the <i>PPS Act</i> and any interest that in substance, secures payment or performance of an obligation. It includes any right to set-off or withhold payment of any deposit of other money
<b><i>security property</i></b>	means property of any kind that is mortgaged or charged, or in relation to which <i>Heritage</i> is given any rights or powers or has any interest, under or because of a <i>security document</i> (and if there is more than one such property, each reference to " <i>security property</i> " is a reference to each of those properties)
<b><i>security provider</i></b>	means any person or corporation who is a party to a <i>security document</i> (including you but not including <i>Heritage</i> )
<b><i>signatory</i></b>	means a person authorised by you to transact on, and obtain information from us about, your account. NOTE: When it makes sense, a reference in this Guide to a <i>signatory</i> also includes a cardholder and a token holder
<b><i>significant change</i></b>	in relation to a business, means any of the following (other than in the ordinary course of business): <ul style="list-style-type: none"> <li>• a change in the type of business being carried on;</li> <li>• the closure of a store, branch or division of the business;</li> <li>• the termination, cancellation or expiry of any agreement (such as a franchise agreement, a supply agreement or a lease) relating to the business; and</li> <li>• any other event which adversely affects the profitability, saleability or value of the business or the ability of the business to meet its commitments</li> </ul>
<b><i>SMS</i></b>	means the telecommunications "Short Messaging Service" technology which allows text messages to be sent between mobile telephone devices
<b><i>term</i></b>	means the term of the <i>facility</i> specified in the <i>offer letter</i> or another written agreement between you and <i>Heritage</i>
<b><i>total amount owing</i></b>	at a particular time, means the total of the <i>facility debt</i> and any <i>additional debt</i>

### 3. Before you enter into the agreement

You state that:

- you are not in default;
- you are not entering into the *agreement* as a trustee of any trust or for any person (except as stated in the *offer letter*, in which case you have given *Heritage* full details of the trust, have signed any documents required by *Heritage* about the trust and are entering into the *agreement* in the due administration of the trust);
- all information you have given *Heritage* is accurate and not misleading;
- in relation to information given to *Heritage* by anyone else concerning you or your application for the *facility*, you have given *Heritage* all additional information necessary to present an overall picture which is accurate and not misleading;
- entering into the *agreement* does not place you in breach of any other agreement or liable to forfeit or lose any right, benefit or privilege;
- you have the power to enter into the *agreement* and to comply with all your obligations under it;
- you have not made, and will not make, any promises, threats or representations to any other *security provider* (other than a promise to comply with your obligations under the *agreement*);
- you have not pretended, and will not pretend, to be *Heritage's* agent, and you will not become involved, in having any *security document* signed or given by any other *security provider*;
- you will use money lent to you under the *agreement* predominantly or wholly for business or investment (or both) purposes as disclosed to *Heritage* (in your application for the *facility* or otherwise) and subject to any conditions contained in the *offer letter*.

*Heritage* relies on the accuracy of these statements in entering into the *agreement* and providing financial accommodation under it. If any of these statements is incorrect, you must tell *Heritage* before entering into the *agreement*. If any of these statements change, you must tell *Heritage* promptly after the change.

## 4. Requirements about the availability of the facility

Before *Heritage* will make the *facility* available, you must:

- fulfil all requirements in the *offer letter*;
- give *Heritage* all documents and information it requires; and
- pay into your *facility account* the estimate of the fees and charges payable on establishment of the *facility* as specified in the *offer letter* (unless *Heritage* agrees to deduct them from funds to be lent to you under the *agreement*).

*Heritage* does not have to make the *facility* available, or after making the *facility* available is not required to lend you any money or provide any financial accommodation to you, if *Heritage* is not satisfied, acting reasonably:

- that all requirements set out in the *offer letter* have been fulfilled;
- that you are not in default; or
- about the outcome of any searches or enquiries about a security property or about you, or a *security provider's*, ability to meet the obligations under the *agreement* or any *security document*.

*Heritage* is not bound to provide credit to you on a particular date. However, if all the requirements set out in this clause are satisfied then *Heritage* will generally be able to provide credit to you on the fifth business day after the date on which the requirements were satisfied.

Financial accommodation under the *agreement* may be provided in any form approved by *Heritage* from time to time, including by cash, cheque, cheque facility, business Visa card or electronic or other means. Further conditions, in addition to those specified in the *agreement*, and may apply to the provision of financial accommodation by any particular means. You are required to acquaint yourself with, and agree to and comply with, those conditions.

## 5. Lapsing of the facility and drawing down the facility (Fully Drawn Loans)

If the *facility* is referred to in the *offer letter* as a Fully Drawn Loan then, unless the *offer letter* says otherwise:

- *Heritage* may require the loan to be drawn down in one instalment only;
- at the end of 3 months after the date on which *Heritage* first provides financial accommodation to you, *Heritage* may draw down any undrawn balance of the loan amount and pay it back into your *facility account* (which means it will not be available for you to draw except as a redraw of *payments in advance* subject to *Heritage's* approval under clause 8); and
- at the end of 3 months after the date of the *offer letter* *Heritage* has no obligation to provide any or any further financial accommodation under the *agreement* if you have not drawn down the total amount of the *facility*.

Without limiting anything else in the *agreement*, if the *facility* is referred to in the *offer letter* as a Fully Drawn Loan, *Heritage* may require you to draw down the whole of the *facility limit* (or the remainder available to be drawn) in one instalment. If *Heritage* requires you to do this, it will give you notice. If you do not comply with the notice, you agree that *Heritage* may draw down the whole of the *facility limit* (or the remainder available to be drawn) and pay the amount drawn down, into a credit or savings account in your name with *Heritage*. Until all of *Heritage's* requirements have been met, *Heritage* may restrict withdrawals from that account in any manner and to such amounts as *Heritage* sees fit, acting reasonably.

# Financial Matters

## 6. Interest

### ***Interest on the facility debt***

Interest is calculated at the *interest rate* on the *daily facility balance* for each day during the month for which the interest is being charged. Even though it is charged monthly, interest accrues from day to day. *Heritage* may elect to charge a default rate of interest, which will be the *interest rate* plus a further 4% per annum margin, as the *interest rate* in respect of any amounts which are overdue for payment and remain unpaid.

### ***Interest on any additional debt***

Interest is calculated at the *indicator rate*, plus a margin of 4% per annum, on the amount of any *additional debt* at the end of each day. Even though it is charged monthly, interest accrues from day to day.

### ***How interest is charged and debited***

Interest on the *facility debt* will be charged to you (and debited to your *facility account*):

- if the *facility* is referred to in the *offer letter* as a Fully Drawn Loan - on the last day of each month; or
- if the *facility* is referred to in the *offer letter* as a Business Overdraft (or simply Overdraft) or a Business Line of Credit - on the same day of each month as the day of the month on which *Heritage* first makes the *facility* available to you (but on the last day of the month if either:
  - there is no corresponding day in any particular month; or
  - the day on which *Heritage* first makes the *facility* available to you is the last day of the month in which that date falls).

Interest on any *additional debt* will be charged to you as explained in clause 11.

However, in either case, if the day for charging and debiting interest would be a day that is not a *business day*, *Heritage* may charge and debit the interest on any later day up to the next *business day*.

For the purposes of this clause:

- the day on which you *pay out* the *agreement* is treated as the last day of the month in which it falls;
- that day ends immediately before you *pay out* the *agreement*;
- any other day ends when it is midnight at Toowoomba; and
- every year is treated as having 365 days.

## 7. Required periodic repayments

The part of this clause that applies to your *facility* is the part under the subheading that corresponds to your type of *facility* as described in the *offer letter*.

### **Fully Drawn Loan**

Except during a fixed *interest rate period* the payments specified in the *offer letter* are indicative only.

Until and unless *Heritage* gives you a notice otherwise:

- you are required to make the payments specified in the *offer letter*;
- *Heritage* will accept those payments as fulfilling your obligations to pay the *facility debt* under the *agreement*; and
- you must pay the *facility debt* to *Heritage* by the end of the *term*.

### **Business Overdraft**

You must pay the *facility debt* to *Heritage* by the end of the *term*.

### **Business Line of Credit**

You are required to make the payments specified in the *offer letter*.

You must pay the *facility debt* to *Heritage* by the end of the *term*.

## 8. Payments in advance (Fully Drawn Loans only)

This clause 8 applies if your *facility* is a Fully Drawn Loan.

If you pay more than the repayment amount specified in the *offer letter*, you may have *payments in advance*.

The amount of any *payments in advance* at any time is the difference between:

- the total of all amounts that you have paid under the *agreement* up to that time; minus
- the total of all amounts that have fallen due for payment under the *agreement* up to that time.

If you have payments in advance they will automatically be set off against repayments due but not paid by you under the *agreement* until you no longer have *payments in advance* (please note that Heritage does not have to allow you to do this if you are in *default* under the *agreement*). If you choose to use your *payments in advance* in this way you can simply suspend your repayments, or make payments less than the repayment amount, until the payments in advance are used up, unless you are in *default* under the *agreement*.

### Capitalising your *payments in advance*

If you have *payments in advance*, you can ask *Heritage* to capitalise them (which means *Heritage* will recalculate your repayments required to pay out the *agreement* over the remainder of the term as if you had no payments in advance). You must make the request in writing and on any form *Heritage* reasonably requires. *Heritage* does not have to capitalise your *payments in advance* if you are in default under the *agreement*.

If your repayments are capitalised:

*Heritage* will recalculate your repayments and tell you the new amount; and

unless you and *Heritage* agree otherwise, the effect will be to reduce your repayments but not change how long it will take you to *pay out* the *agreement*; and

you will no longer be able to redraw or use the *payments in advance* that have been capitalised towards your repayments.

### Redrawing your *payments in advance*

You can request to redraw your *payments in advance* by completing the form required by *Heritage*.

If your *facility* account is accessible through *Heritage Online*, you can also request *Heritage* to activate or disable online redraw in the form required by *Heritage*. *Online redraw* is the functionality that allows you to request to redraw *payments in advance* through *Heritage Online* from your *facility* account.

The activation or disablement of *online redraw* will take effect once *Heritage* approves your request no longer than 2 business days after *Heritage* receives the request.

Transactions for redrawing *payments in advance* made through *Heritage Online* are made subject to the terms (including the transaction limits) set out in the relevant clause of the *terms and conditions* regarding *Heritage Online* (personal internet banking).

The online redraw authority will remain in place for the life of the *facility* regardless of whether the facility is split, switched or converted to another *facility*, and regardless of whether the *facility* is eligible or not to conduct online redraw at that time. This will apply for the duration of the *facility* term unless you provide *Heritage* written instructions removing authority in the form required by *Heritage*.

*Heritage* may, but is not required to, refuse your request to activate *online redraw* or your application (or your request through *Heritage Online*) to redraw *payments in advance*, or *Heritage* may disable *online redraw*, if:

- you are in default under the *agreement*; or
- you or a *security provider* are in default under, or breach an obligation under, any *security document*; or
- you or a *security provider* do not complete and sign any forms or documents *Heritage* requires as contemplated by the *agreement*; or
- you or a *security provider* do not supply all the information *Heritage* requires and this gives rise to a material credit risk or security risk for *Heritage*; or
- you or a *security provider* supply information *Heritage* requires but the information is false, misleading or incomplete or cannot be verified to *Heritage's* reasonable satisfaction and this gives rise to a material credit risk, security risk or legal or reputation risk for *Heritage*; or

- there has been a *significant change* in relation to you, any *security property* which affects your or any *security provider's* ability to satisfy your obligations to *Heritage* or which affects the value of any *security property*; or
- *Heritage* is not satisfied that it will have priority under its *security documents* over the holder of, or a person who claims to have, any other interest in *security property* (other than a mortgage registered before *Heritage's security document*) for the *payments in advance* to be redrawn and any interest, fees and charges and other amounts payable by you under the *agreement*; or
- *Heritage* is not satisfied with the outcome of any searches or enquiries it undertakes in relation to any security property; or
- *Heritage*, determines that it will not, in order to protect our legitimate interests, including our legitimate business needs, reputation, prudential requirements, material changes to our business or systems, security requirements or to manage regulatory risk, allow you to redraw *payments in advance* in relation to your *facility*.

If *Heritage* refuses your application (or request through Heritage Online) to redraw *payments in advance*, your right to redraw payments in advance then ceases in relation to the application or request.

You cannot redraw *payments in advance* after you pay out the *agreement*.

### **Joint and several liability**

If you have a *joint account*:

- each *joint account* holder must request *Heritage* to activate online redraw before we may allow you to redraw *payments in advance* through Heritage Online;
- any one of the *joint account* holders can request to disable *online redraw* so that *payments in advance* can no longer be redrawn through Heritage Online;
- any request to *redraw* payments in advance through Heritage Online is subject to the terms (including transacting on joint accounts) set out in the relevant clause of the *terms and conditions* regarding "Heritage Online (personal internet banking); and
- each *joint account* holder is liable individually for each transaction to redraw *payments in advance* through Heritage Online whether or not a *joint account* holder is aware of or authorised the transaction, in addition to each of the *joint account* holders being jointly liable with each other.

## **9. Facility limit and repayment on demand (Business Overdraft; Business Line of Credit)**

This clause applies only if your *facility* is referred to in the *offer letter* as a Business Overdraft (or simply as an overdraft) or as a Business Line of Credit.

### **Facility limit**

You are required to maintain the *facility debt* within the *facility limit* at all times. If the *facility debt* exceeds the *facility limit* at any time (whether because of overdrawings or because *Heritage* has exercised its power under clause 13 to reduce the *facility limit*), you must immediately pay to *Heritage* the amount by which the *facility debt* exceeds the *facility limit* and *Heritage* is not required to give you notice first. This is regardless of any *casual overdraw* beyond the *facility limit* unless the *casual overdraw* is with *Heritage's approval*. A *casual overdraw* attracts any applicable fees and charges regardless of whether it is with *Heritage's approval*. *Heritage* is not required to, but may, allow overdraw of your *facility* whether with or without your consent.

*Approval* by *Heritage* of a *casual overdraw* at any time does not make *Heritage* liable to approve any further *casual overdraw* at any future time.

### **Repayment on demand**

Continuation of the *facility* is dependent on your compliance with the *agreement* and subject to *Heritage's* review process. *Heritage* may give you notice at any time requiring you to pay the *facility debt* to it. The notice may, but need not, specify a particular date for the payment of the *facility debt*. You must comply with the notice immediately (or if the notice specifies a particular date, by that date) by paying the *facility debt* to *Heritage*.

## 10. Fees and charges

You must pay all fees and charges:

- listed in the *offer letter*;
- introduced or changed by *Heritage* under clause 13;
- otherwise payable under the *agreement*;
- incurred or charged by *Heritage* in establishing or maintaining the *facility* or preserving or safeguarding any security property ; or
- incurred or charged by *Heritage* in enforcing or trying to enforce, the *agreement* or any *security document*.

*Heritage* may debit fees or charges to your *facility account* in accordance with Part 2 of the Schedule in the *offer letter*.

If the amounts of fees or charges payable to someone other than *Heritage* are shown in the *offer letter* or a notification introducing or changing the fees or charges:

- the amounts shown are estimates only; and
- the amounts payable by you will be the actual amounts of the fees or charges incurred by *Heritage*.

In this clause, the expression "fees and charges" includes taxes, duties, reasonable costs and expenses and legal fees and costs and, where necessary, the expression refers to any particular fee or charge. Legal fees and costs are payable on a "solicitor and own client" basis which means the fees and charges *Heritage* incurs or pays or agrees to pay its lawyers and *Heritage* does not need to justify to you that those legal fees and charges are properly incurred or reasonable.

## 11. Additional debts that may be covered by this agreement

*Heritage* may choose to treat the amount of any *additional debt* as part of the *total amount owing* until it is repaid.

Unless *Heritage* agrees otherwise in writing, *Heritage* is never obliged to advance you money so as to create, or otherwise allow the creation of, an *additional debt*. However, if an *additional debt* exists at any time:

- you must immediately repay the amount of the *additional debt* to *Heritage*;
- the amount of the *additional debt* will be treated as an amount overdue for payment and unpaid until it has been paid, and clause 6 (Interest) will apply accordingly;
- any *security document* covers and secures the amount of the *additional debt* and interest on it;
- *Heritage* is not obliged in the future to advance you money so as to create, or otherwise allow the creation of, an *additional debt* (even if the same circumstances arise in the future); and
- if *Heritage* chooses to treat the amount of the *additional debt* as part of the *total amount owing* until it is repaid:
  - the fact that *Heritage* does so will not change the *facility limit*;
  - *Heritage* may but does not have to charge the amount of the *additional debt*, or interest on it, to the *facility account*; and
  - if *Heritage* does charge the amount of the *additional debt*, and/or interest, to the *facility account*, it will therefore accordingly reduce the amount of any credit available to be drawn on the *facility*.

## 12. About payments

A payment due on a day that is not a *business day* is treated as being due on the next *business day*, without affecting the due date for any subsequent payment.

All payments must be made in full and without any deduction for an amount that you claim *Heritage* owes you or might owe you in the future, except to the extent:

- you have a right of set off granted by law which *Heritage* cannot exclude by agreement; or
- the amounts are the subject of dispute resolution proceedings or court action.

*Heritage* accepts payments on the conditions that:

- payments by cheque or other negotiable instrument will be cleared or paid on presentation; and
- *Heritage* will not be required to refund, disgorge or give up any money under a law about insolvency or for any other reason.

If either of these conditions is not fulfilled, or if *Heritage* gives a release of the *agreement* or any *security document* after accepting an insufficient amount to *pay out* the *agreement*:

- *Heritage* has all the rights it would have had if the payment had not been made;
- you must do everything *Heritage* requires to put *Heritage* in the position it would have been in otherwise;
- *Heritage* may reverse or change any entry in your *facility account* to reflect the necessary adjustments; and
- *Heritage* may recalculate and charge interest, fees and charges as if such payment had not been made, and to reflect the amount actually retained by *Heritage*.

*Heritage* may treat a payment made after the time that it is 4:30pm in Toowoomba as having been made on the next *business day*. The same applies to a payment made when it is not a *business day*.

*Heritage* will apply any payments received under the *agreement* to amounts owing by you in the following order:

- first, towards any reasonable enforcement expenses;
- then, towards fees and charges;
- then towards interest charges; and
- then towards any other amount owing.

## Facility Management

### 13. Changes to this agreement

- 13.1 There may be times when *Heritage* needs to make changes to this *agreement*. When *Heritage* makes changes, *Heritage* will always act fairly and honestly towards you.
- 13.2 If *Heritage* is required to give you notice of a change, it will be provided in writing. You will receive notice personally, or by publication in a major daily newspaper, or, if permitted by law, publication in a manner that results in the notice being accessible to the public and reasonably prominent, such as on our website where the change relates to a change in the *indicator rate* or the annual percentage rate. The period of notice *Heritage* will provide is set out in the table below.
- 13.3 Where permitted by law, *Heritage* may give you a notice period that is shorter than set out in the table below, or no notice, of an unfavourable change if *Heritage* reasonably considers urgent action is necessary to avoid or reduce a material increase in *Heritage's* credit, security, regulatory or reputational risk or an immediate or material financial risk.
- 13.4 You may choose to terminate this *agreement* early due to a change made by *Heritage* under this clause. If you do so, then you must give *Heritage* reasonable notice and repay the balance of the *facility*. *Heritage* will not charge you any fees to discharge, except where a fixed *interest rate* applies to your *facility*, in which case *Heritage* may still charge you *break fees* in accordance with this *agreement*.
- 13.5 Subject to clause 13.6 below, the changes *Heritage* may make, and how *Heritage* will notify you of these changes, is set out in the table below:

Type of change		Notice of change
Interest rates	Increasing the annual percentage rate	<i>Heritage</i> will give you notice no later than the day the change takes effect
	Decreasing the annual percentage rate	<i>Heritage</i> will notify you in writing before, or with, your next statement
	Changing the method of calculating interest, or frequency of crediting or debiting interest	45 days
	When the annual percentage rate is expressed as a reference rate plus or minus the margin – changing the margin	45 days, or where <i>Heritage</i> reasonably consider that the change is not adverse to you, <i>Heritage</i> will notify you in writing before, or with, your next statement
	Changing the existing, or introducing a new, default rate of interest	45 days, or where <i>Heritage</i> reasonably consider that the change is not adverse to you, <i>Heritage</i> will notify you in writing before, or with, your next statement



Type of change		Notice of change
Repayments	Changing the amount of a repayment	30 days, or where <i>Heritage</i> reasonably consider that the change is not adverse to you, <i>Heritage</i> will notify you in writing before, or with, your next statement
	Changing the method of calculating repayments, or the number or frequency of repayments, or the time for making repayments	45 days, or where <i>Heritage</i> reasonably consider that the change is not adverse to you, <i>Heritage</i> will notify you in writing before, or with, your next statement
	Changing the method of calculating the minimum repayment amount	45 days, or where <i>Heritage</i> reasonably consider that the change is not adverse to you, <i>Heritage</i> will notify you in writing before, or with, your next statement
Credit fees or charges	Changing the amount of any fee or charge	45 days, or where <i>Heritage</i> reasonably consider that the change is not adverse to you, <i>Heritage</i> will notify you in writing before, or with, your next statement
	Adding a new fee or charge	45 days
	Changing the method of calculating, or the time or frequency of payment, of any fee or charge	45 days, or where <i>Heritage</i> reasonably consider that the change is not adverse to you, <i>Heritage</i> will notify you in writing before, or with, your next statement
Government fees and charges	Adding a new fee or charge set by the government changing an existing fee or charge set by the government	No later than the day on which the change takes effect, unless: <ul style="list-style-type: none"> <li>• <i>Heritage</i> reasonably consider that the change is not adverse to you, in which case <i>Heritage</i> will notify you no later than in or with your next statement; or</li> <li>• it is publicised by the government, in which case we do not need to notify you.</li> </ul>
Other changes	In addition to <i>Heritage's</i> ability to make the changes outlined above, <i>Heritage</i> can change any term of your agreement: <ul style="list-style-type: none"> <li>• if we reasonably consider that the change is not adverse to you</li> <li>• to comply with any law, standard, regulator guidance, decision of a court or ombudsman</li> <li>• if we consider it reasonably necessary to manage our regulatory, credit, security, reputational or financial risk</li> <li>• if we consider it reasonably necessary to reflect current industry or market products or conditions</li> <li>• if the change is administrative or minor, or to correct a mistake, inconsistency, ambiguity or omission</li> <li>• if the change reflects changes to our business or technological systems</li> <li>• to introduce a new service or feature, or to modify or remove a service or feature</li> <li>• if a product or service has been discontinued, to provide you with a product or service which is substantially similar to the discontinued product or service</li> <li>• to protect us or any other person from the risk of fraud or illegal activity</li> <li>• if the change is otherwise reasonably necessary to protect our legitimate interests</li> </ul>	45 days, or where <i>Heritage</i> reasonably consider that the change is not adverse to you, <i>Heritage</i> will notify you in writing before, or with, your next statement

13.6 If a fixed *interest rate* applies to your *Facility*, *Heritage* will not:

- a) change the Annual Percentage Rate; or
- b) increase the amount of a credit fee or charge, or vary the method of calculating any credit fee or charge so as to increase the amount of the credit fee or charge payable on:
  - i. early termination of the Contract; or
  - ii. prepayment of an amount under the Contract.



## 14. Account statements

*Heritage* will periodically issue statements of transactions on your *facility account*.

Although *Heritage* will endeavour to see that statements are correct, it is your responsibility to promptly notify *Heritage* if you believe a statement contains a mistake. Unless either party can show there is a mistake in a statement, the contents of a statement are taken to be correct. *Heritage* may issue an amended statement of transactions in lieu of a statement previously issued by *Heritage*.

Any debit or credit to your *facility account* is taken to have been made, and has effect, on the date assigned to the debit or credit, not on the date on which it is processed. *Heritage* may subsequently adjust debits or credits to your *facility account*, and the account balances, so as to accurately record any debit, credit or transaction on your *facility account*.

## 15. Security documents

You must comply with every *security document*. You must also endeavour to ensure that every other *security provider* complies with every *security document*.

If the *security property* affected by any *security document* is subject to any interest existing before or having priority to *Heritage's* interest, *Heritage* may at any time:

- to the extent reasonably necessary to protect *Heritage's* legitimate interests, pay out, buy or otherwise acquire or extinguish the other interest; and
- debit the amount reasonably spent in doing that to your *facility account*, as if the amount had been lent to you (which means, for example, that it will attract interest) - and even if this causes the *facility debt* to exceed the *facility limit*.

You must take such steps as *Heritage* reasonably requires to perfect and otherwise ensure the enforceability and first ranking priority of any *security interest* granted to it in respect of your obligations under this *agreement*, including by:

- obtaining and giving consents;
- signing and producing documents;
- getting documents completed and signed;
- facilitating the registration of any *security interest* on the *PPS register*;
- facilitating the giving of notice to any person;
- facilitating the exercise of *Heritage's* right in enforcing any *security interest*;
- supplying information; and
- enabling *Heritage* to register the power of attorney granted under clause 25 or a similar power.

*Heritage* need not give any notice under the *PPS Act* (including a notice of a verification statement) unless the notice is required to be given under the *PPS Act*.

All steps you are required to take under this clause are at your expense. If you fail to take any such steps, you must pay or reimburse *Heritage* for its costs in taking such steps.

## 16. Reviews

*Heritage* may, at any time, acting reasonably decide to review the *facility* and for that purpose may take into consideration any factors that it sees fit.

If *Heritage* decides to review the *facility*, it may acting reasonably:

- require you to supply information or documents about you, any other *security provider*, a *security property* or the financial affairs of you or any other *security provider*;
- conduct searches or enquiries (such as obtaining valuations) about you, any other *security provider* or a *security property*; and
- require you to conduct searches or enquiries (such as obtaining valuations) about you, any other *security provider* or a *security property* and to supply any results and information to *Heritage*.

You must:

- within 7 days, comply with a requirement under this clause;
- pay all fees and charges associated with any searches or enquiries referred to in this clause; and
- pay all other reasonable expenses incurred by *Heritage* in performing a review referred to under this clause.

Following the review, should Heritage (acting reasonably) determine that an issue will need to be rectified, it will provide you with notice of this. In this notice, *Heritage* may provide you with options to resolve the issue – this may include an option for you to pay down a part of the *total amount owing* or provide additional *security property*. You must then, within a reasonable timeframe, take the steps necessary to rectify the issue and comply with *Heritage's* requirements in that notice. Nothing in this clause precludes *Heritage* from dealing with any issues under clauses 18 – 24 of this *agreement* (if the issue is an event of default under clauses 18 – 20).

## 17. Changes in circumstances

It is a requirement of this *agreement* that any business being carried on by you, or any other *security provider*, as at the date of the *offer letter* is, and continues to be, carried on in a businesslike manner during the *term*. This includes an obligation to pay all taxes, rates, government charges and other debts and liabilities when they are due to be paid.

You must notify *Heritage* promptly if you become aware of any event or circumstances in the nature of, or which could be anticipated to lead to:

- a decrease in the value or saleability of a *security property*;
- the inability of you or any other *security provider* to pay your or their debts on time;
- a *significant change* occurring in relation to any business carried on by you or any other *security provider*;
- if you are a member of a partnership, the giving of a notice dissolving the partnership or a dispute between the partners, if it could reasonably be considered that this could affect the performance of your obligations under the *agreement* or a *security document*;
- an event occurs or circumstances arise which, coupled with the occurrence of any other event or any other circumstances arising (including the giving of notice or the lapse of time), could result in you being in default; or
- if you are a corporation:
  - a change to the share capital or shareholdings of the corporation (other than an issue of additional capital which does not alter the proportional shareholdings in the corporation);
  - an issue of debentures or other securities (as defined in the Corporations Act 2001) of the corporation;
  - a change of directors of the corporation;
  - a change to the constituent documents of the corporation; or
  - the passing of a special resolution by the members or directors of the corporation or any group of the members or directors.

## Default

### 18. Consequences of a breach

If you breach any term of this *agreement* or any *security document*, if an event of default occurs, or if any security or guarantee is terminated or is of reduced force and effect:

- Heritage will not be obliged to provide any new financial accommodation to or at your request; and
- Heritage may rectify the breach or event of default by performing your obligations under the *agreement* or any *security document*.

### 19. Monetary events of default

Each of the following is an event of default:

- you do not pay any money due to Heritage under this *agreement* or any *security document* by the due date for payment.

### 20. Non-monetary events of default

Each of the following is an event of default:

- (a) an *insolvency* event happens in relation to you or any other *security provider*;

- (b) your or any other *security provider* no longer have legal capacity;
- (c) your or any other *security provider's* assets are dealt with, or attempted to be dealt with, in breach of terms of this agreement without *Heritage's* consent (which will not be unreasonably withheld), including:
  - a. any of the security property becomes subject to a mortgage or charge without a priority agreement being in place between *Heritage* and the other security holder on terms acceptable to *Heritage*, acting reasonably;
  - b. any of the security property becomes subject to a *security interest* without *Heritage's* prior written consent, which will not be unreasonably withheld; or
  - c. the amount secured by any *security interest* over the *security property* is increased without the *Heritage's* prior written consent, which will not be unreasonably withheld; or
  - d. early repayment is required under any *security document*, or default based action is taken against you or any other *security provider* by *Heritage*, in each case due to a non-monetary event of default of the kind described in this clause 20;
- (d) *Heritage* reasonably believes that the you or any other security provider have not complied with the law or any requirement of any competent authority, and such non-compliance has or may have a material adverse effect on your assets or those of any other security provider or any business conducted by you or any other security provider;
- (e) it becomes unlawful for you or *Heritage* to continue with this *facility*;
- (f) you or any other security provider gives *Heritage* information, or makes a representation or warranty to *Heritage*, that is materially incorrect or misleading (including by omission), and is such that *Heritage* would not have provided the *facility*, or would only have provided the *facility* on different terms, if *Heritage* had known the correct information;
- (g) you use the *facility* for a purpose not approved by *Heritage*;
- (h) you use the *facility* for an illegal or improper purpose, or to finance an illegal or improper activity;
- (i) you or any other security provider do not provide financial information required under any agreement with *Heritage*;
- (j) any security document is not, or is found not to be, fully enforceable and valid according to its terms (including if an insolvency event has happened in relation to any security provider or any security provider has died or become subject to any legal disability or a security provider restricts or endeavours to restrict the terms or extent of any security document without *Heritage's* approval); any *security document* which is capable of being registered under any law is not registered within a reasonable time (or, if a time is prescribed under any law, that time) other than for reasons attributable solely to *Heritage's* delay;
- (k) you do not maintain a licence or permit necessary to conduct any business conducted by you;
- (l) you or any other *security provider* do not maintain insurance required under any agreement with *Heritage*;
- (m) legal or beneficial ownership, or management control, of you or any other *security provider* or its business changes without *Heritage's* prior written consent, which will not be unreasonably withheld;
- (n) the status, capacity or composition of you or any other *security provider* changes, including:
  - a. if you or any other *security provider* cease to carry on all or a material part of your/its business or assets; or
  - b. if you or any other *security provider* are an individual, it is sentenced to jail for a term longer than 12 months;
- (o) if the *facility* is secured by a material asset such as a vehicle, machinery, vacant land, or land with buildings:
  - a. the asset is substantially damaged or destroyed, and *Heritage* considers in its reasonable opinion that the asset cannot be expected to be reinstated within a reasonable time and without material loss of any material income from the asset;
  - b. the asset is taken out of your control; or
  - c. there is a material reduction in the value of the asset;
- (p) you, or any person on behalf of you, breaches any material undertaking given to *Heritage* or any condition imposed by *Heritage*;
- (q) any other event agreed in writing by you to be an event of default for the purposes of the facility occurs.
- (r) you do not pay any amount exceeding \$50,000 to any person other than *Heritage* by the due date for payment.

You are in default whether or not the reason you are in default was or is within your control or could have been avoided.

## 21. When are you in default outside of clause 20?

Despite anything in clause 20, you will be in default if the purpose of the facility:

- is for property development; or
- is for a specialised lending transaction where because of its nature, requires additional covenants as a way of *Heritage* managing its risks (including but not limited to bailment, invoice discounting, foreign currency loans, and tailored cash flow lending), and *Heritage* has specified in the *offer letter* certain financial indicator covenants and/or special covenants tailored to the particular nature of the *facility* and there is a breach of any of these covenants.

## 22. How long do you remain in default?

If you are in default, you remain in default until:

- the reason why you were in default in the first place no longer exists; and
- there is then no other reason why you are in default.

## 23. Rights on default

Subject to clause 24, at any time after an event of default occurs, *Heritage* may sign anything and do anything it considers appropriate to recover the *total amount owing* and deal with the *security property*. *Heritage* may do this how and when, in its reasonable discretion decides, and with or without taking possession of the *security property*, whether or not in conjunction with other property, despite any omission, neglect, delay, and without liability for loss. Without limitation, *Heritage* may do any one or more of the following:

- Cancel the *facility*.
- Demand and require you to pay the *total amount owing* to it straight away, or by a date *Heritage* decides.
- Enforce or exercise any right or power under the *agreement* or any *security document*.
- Exercise any of the powers it has under the *agreement* or any law.
- Perform any one or more of the your obligations under this *agreement* or any other *security document*;
- In addition to any other right of set-off *Heritage* has under any *security document* or at law, combine, consolidate or merge any of your accounts conducted with *Heritage*, and set-off the *total amount owing* against them (even if those accounts and the total amount owing is not in the same currency, in which case *Heritage* may effect any currency conversion necessary or desirable for that purpose). *Heritage* does not need to allow any set-off between the total *amount owing* and any credit balance of any account conducted with *Heritage* by any person. *Heritage* will give you notice if it does so.

## 24. Notice of enforcement

(a) *Heritage* will only act on a non-monetary event of default if the event by its nature is material, or that *Heritage* reasonably considers that the event has had, or is likely to have, a material impact on:

- the ability of the you or any other *security provider* to meet its financial obligations to *Heritage* (or *Heritage's* ability to assess this);
- *Heritage's* security risk (or *Heritage's* ability to assess this); or
- *Heritage's* legal or reputational risk where an event in clauses 20(e), 20(f), 20(g) or 20(h) occurs.

Subject to clause 24(d), where a non-monetary default is capable of remedy, *Heritage* will by written notice give you a reasonable time (at least three months) to remedy the breach. *Heritage* will not require you to pay the total amount owing, or take proceedings to recover the total amount owing or in respect of any security property during the period given to remedy the breach unless you fail to remedy the breach during the notice period.

(b) Subject to clause 24(d), if an event of default occurs, *Heritage* will not:

- require you to repay the *facility*;
- take enforcement action against you; or

- enforce against any *security property*,
- unless:
- *Heritage* has given you at least 30 days written notice of the event of default; and
  - if the event of default is remediable, you have not remedied that event of default within 30 days; and
  - no event of default of the same type has arisen during that period.
- (c) Despite clauses 24(a) and 24(b) *Heritage* may give less than 30 days notice or no notice if:
- the event of default is unable to be remedied;
  - it is reasonable for *Heritage* to do so to manage a material and immediate risk relating to the nature of the relevant event of default, your particular circumstances, or the value of any *security property*, or
  - *Heritage* has already given you a notice to remedy a non-monetary event of default and you have not remedied that event of default.
- (d) *Heritage* may also, despite clauses 24(a) and 24(b), and unless *Heritage's* right to do so is stayed by a provision of the Corporations Act relating to voluntary administration and notwithstanding a notice *Heritage* has already given you, give less than the notice specified in those paragraphs, or no notice if:
- you or a guarantor goes into bankruptcy or voluntary administration;
  - *Heritage* has required you to make early repayment, or taken enforcement proceedings under a separate financing arrangement you have with *Heritage*;
  - it becomes unlawful for you or *Heritage* to continue with the facility;
  - enforcement proceedings are taken against you or a guarantor by another creditor, and *Heritage* reasonably considers that this is likely to have a material impact on your ability to meet your financial obligations to *Heritage*;
  - you deal with your assets in breach of your loan or security documents without *Heritage's* consent, and *Heritage* reasonably considers that this is likely to have a material impact on your ability to meet your financial obligations to *Heritage*; or
  - you have breached the law, and *Heritage* reasonably considers that this is likely to have a material impact on your ability to meet your financial obligations.

The *total amount owing* may be recovered by *Heritage* exercising its rights under this *agreement* or any *security document* without prejudice or reference to the *Heritage's* rights under any other *security document*.

*Heritage* is not liable for any loss, cost, liability or expense caused by the exercise, attempted exercise, failure to exercise, or delay in exercising any of its rights or remedies, except where such loss, cost, liability or expense arises from the mistake, fraud, negligence or wilful misconduct of *Heritage*, any of its officers, employees or agents, or a receiver it appoints.

## 25. Power of attorney

You appoint *Heritage* and each of *Heritage's* officers and managers at any given time to be your attorneys.

The attorneys, and anyone authorised by an attorney to use their powers, may:

- act individually or together in any combination;
- do anything which you can legally do (for example, signing documents on your behalf);
- authorise someone else to use their powers;
- exercise the power for the benefit of *Heritage* - even if it is not for your benefit; and
- register the power of attorney under any law.

However, the power of attorney can only be used if you are in default, or if *Heritage* reasonably believes that the actions to be done under it need to be done urgently to protect a *security property* or *Heritage's* interest in it.

This power of attorney is given by way of security. You cannot revoke it.

You agree that anybody who has any dealings with an attorney is entitled to assume that the attorney is properly acting as your attorney.

You must confirm everything an attorney (or someone authorised by an attorney to use their powers) legally does under this power of attorney.

Despite anything to the contrary in your agreement, an attorney cannot exclude liability for, and you are not required to indemnify the attorney or *Heritage* in connection with, any act of mistake, error, negligence, wilful default or fraud by the attorney.

## 26. About *Heritage's* rights and powers

*Heritage's* rights and powers under the *agreement* are in addition to any other powers it has. Those rights and powers are cumulative, which means that *Heritage* can exercise them in any order and may exercise any right or power in preference to another one. *Heritage* may exercise any right or power more than once.

*Heritage* may exercise a right or power under the *agreement* even if:

- it could have done so before but did not or delayed in doing so;
- it has exercised another right or power under the *agreement*, a *security document* or otherwise; or
- it has exercised the same right or power in part, in a different way or at a different time before.

*Heritage's* right to make a payment and debit the amount of the payment to your *facility account* is not affected or reduced because the making of the payment will result in the *facility debt* exceeding the *facility limit*.

## Other Matters

### 27. Notices and documents from *Heritage* to you

*Heritage* may give you a notice or other document by:

- delivering it to you (or if you are a corporation, to any 1 of your officers) personally - in which case it is taken to have been given to you at the time of delivery;
- leaving it for you at an appropriate address - in which case it is taken to have been given to you at the time it is left;
- sending it by post to you to an appropriate address - in which it is taken to have been given to you seven Business Days after posting;
- sending it by electronic transmission (including facsimile transmission) to an appropriate address - in which case it is taken to have been given to you on the date of receipt according to a report produced by the sending machine;
- using another method permitted under a *security document* to which you are a party - in which case it is taken to have been given to you as provided in the *security document*;
- using another method that actually brings the notice or document to your attention - in which case it is taken to have been given to you when it is brought to your attention.

An "appropriate address" at any time is:

- your home, work, business or postal address last known to *Heritage*;
- if you are a corporation - your registered office address; or
- for facsimile or email transmission - your home, work or business facsimile number or email address last known to *Heritage*.

*Heritage* may also use any other method allowed by law.

However, if a law requires that a notice must be given in a particular way, *Heritage* will comply with that law.

A notice need not be signed by *Heritage* but can be given by *Heritage* or on its behalf by any employee of, or legal practitioner for, *Heritage*.

You must promptly notify *Heritage* in writing about any change to any of your home, work or postal addresses, or your telephone, facsimile or other contact numbers or addresses.

## 28. What if you are a trustee?

If you are a trustee, whether or not *Heritage* knows this:

- you are required to comply with the *agreement*, both personally and as trustee;
- any of the *total amount owing*, whether or not owed by you as trustee, is still part of the *total amount owing*; and
- you promise that you have full rights to claim against the assets of the trust for your liabilities under the *agreement* and that those rights have not been, and will not be, changed or lost.

You must not do any of the following without *Heritage's approval* (which will not be unreasonably withheld):

- stop being the trustee of the trust, or allow anything to happen that might lead to this;
- allow anyone else to be appointed trustee;
- change the terms of the trust;
- acquire any property for the trust unless it is in your name;
- exercise any of your powers as trustee if it could affect your ability to do what is required of you under the *agreement*; or
- exercise any of your powers as trustee if you are in default.

## 29. Heritage's certificates

Heritage can provide a certificate by *Heritage* about matters connected with the *agreement*. For example, it may state the *facility debt* or the *total amount owing*.

A certificate can:

- be signed on behalf of *Heritage* by any employee of, or legal practitioner for, *Heritage*; and
- revoke or supersede an earlier certificate.

## 30. Heritage's approvals

If the *agreement* requires *Heritage's approval* in connection with the occurrence of an event or circumstances:

- you must ask *Heritage* in writing for the approval;
- you must give *Heritage* any additional information and documents, and pay any fees or charges, reasonably required by *Heritage* in connection with the request for the approval;
- *Heritage* is only taken to have approved the occurrence of the event or circumstances if it gives you a written notice of approval (which may attach conditions to the approval);
- you must comply with any conditions attached to the approval;
- *Heritage* will not unreasonably withhold its approval; and
- you must ensure that the event or circumstances do not occur unless *Heritage* has given an approval, and even then only in accordance with any conditions attached to the approval.

## 31. What if the agreement is ineffective?

If any part of the *agreement* is ineffective, it is to be read in any way that stops it from being ineffective. If that cannot be done, the ineffective part is to be ignored and the rest of the *agreement* stays fully effective.

A part of the *agreement* is ineffective if it is void or illegal.

## 32. When is the agreement released?

*Heritage* will give you a release of the *agreement* when it has been paid all the *total amount owing*.

*Heritage* does not have to release the *agreement*, or any *security document*, if it believes, on reasonable grounds, that it might have to refund, disgorge or give up any money it has received because of a law about bankruptcy or insolvency or for some other reason. *Heritage* is entitled to wait 7 months, or such shorter period as is reasonable, after the final payment to find out whether it has to refund, disgorge or give up any money it has received.

*Heritage* also does not have to release the *agreement*, or any *security document*, if it is not satisfied, acting reasonably, that there are no further transactions to be processed on your *facility account* or if *Heritage* reasonably believes that it may have an obligation to any other person to make a payment which *Heritage* will be entitled to debit to your *facility account*.

If *Heritage* is required to refund, disgorge or give up any money it has received or if it does debit your *facility account* in respect of any such payment:

- a release of the *agreement*, or any *security document*, given to you by *Heritage* no longer applies;
- you and *Heritage* are treated as being in the same position as if the payment had not been made or if the release had not been given; and
- if *Heritage* has released the *agreement*, or any *security document*, you must do whatever needs to be done to replace it until you (or the relevant *security provider*) are entitled to a release under the terms of the *agreement* (or of this *agreement* and the relevant *security document*).

The *agreement* remains in effect until *Heritage* signs and unconditionally gives you a release of it.

You are personally liable for all your obligations and promises in the *agreement* until *Heritage* has received all the *total amount owing* in cash or cleared funds. This is the case even if *Heritage* has:

- given you a release;
- given you a payout figure; or
- made an error in its calculations.

You are not released from your obligations to pay even if *Heritage* has received a payment under a lender's mortgage insurance policy, and even if you paid the premium.

## 33. Miscellaneous

*Heritage* may use any money held in any of your accounts with it to pay any money payable under the *agreement*. If you have more than one account with *Heritage* (either alone or with anyone else) *Heritage* may treat your accounts as one account. This also applies to any accounts that any other *security provider* has with *Heritage*. *Heritage* does not have to do so in either case. *Heritage* will tell you if it exercises its rights under this clause.

You must sign all documents and do all things reasonably required by *Heritage* to better secure the *total amount owing* or to carry out your obligations under the *agreement*.

*Heritage* may transfer, encumber or deal with the *agreement*, any *security document* or any right or interest arising under or in connection with either of them, provided that you have and may exercise the same rights under the *agreement* and any *security document* against the transferee as you have against *Heritage*. *Heritage* does not need your consent to do so. *Heritage* will provide notice of the transfer on the date of the transfer or as soon as reasonably practicable if it is reasonable to do so. You cannot transfer or deal with your rights or obligations under the *agreement*, any *security document* or any right or interest arising under or in connection with either of them without *Heritage's* approval.

The *agreement* is governed by the laws of Queensland. You agree that, in addition to any other court or tribunal having jurisdiction, the courts at Toowoomba have jurisdiction to hear and determine any dispute or claim by either party arising under or in relation to the *agreement*.



You consent to *Heritage* giving any information it decides to give, regarding you or your affairs, the proposed loan or any security you have given or propose to give in connection with the loan, to any other *security provider*, guarantor or proposed guarantor. This does not mean *Heritage* is required to give the information if asked or otherwise.

If you are an individual, the *agreement* is not affected by your death. You agree that if you die, the *agreement* is binding on your estate and your personal representatives.

## **Matters Specific to Business Overdraft and Business Line of Credit**

### **34. Your acceptance of these terms and conditions**

The following sections relate to Business Overdraft (S53) and Business Line of Credit (S25) accounts only.

For Business Overdraft and Business Line of Credit *facilities*, you are considered to have accepted these Terms and Conditions whenever the first of the following occurs:

- you accept in the method stated in the Offer section of the Specific Particulars; or
- you or a Cardholder signing a card; or
- you or a Cardholder using a card; or
- you or a Cardholder obtaining credit under the *Agreement* in any way; or
- you signing another component of your *Agreement*; or
- you signifying to us your acceptance of these Terms and Conditions in some other way.

If you do not want to accept these Terms and Conditions, you should not do any of those things or let a Cardholder do so. Before you or a Cardholder has done any of those things, you can cancel the *agreement* by returning all cards (and any cheque book) issued on your *facility account* and giving us *recognised instructions* to cancel the *Agreement*.

### **35. Settlement Date for Business Overdraft & Business Line of Credit Facilities**

The Settlement Date will be either:

- 5 Banking Days after the satisfaction of all the requirements of the *Agreement*; or
- any earlier day agreed to by *Heritage*.

You may delay the Settlement Date by notifying *Heritage* in writing at least 3 Banking Days before the day that would otherwise be the Settlement Date (and you may then bring it forward again by giving *Heritage* the same notice).

### **36. The Credit Limit of Business Overdraft and Business Line of Credit Facilities and changes to it**

The Credit Limit is the amount stated in the Credit Limit section of the Specific Particulars.

*Heritage* may, acting reasonably and to protect its legitimate interests, reduce the Credit Limit at any time and, if it does, it will give you reasonable prior notice, unless *Heritage* needs to manage a material or immediate risk (including a risk of loss to you or *Heritage*) in which case no notice may be given. The Credit Limit may also be reduced if you ask *Heritage* to reduce it. If the Credit Limit is reduced in either of these ways, you must pay to *Heritage* the difference (if any) between the Outstanding Amount of Credit and the reduced Credit Limit within 7 days of *Heritage* giving you notice to do so.

You may apply to *Heritage* at any time to increase your Credit Limit. *Heritage* may increase the Credit Limit with your consent or at your request.

## 37. How the credit is paid and used for Business Overdraft and Business Line of Credit Facilities

From the Settlement Date the *Agreement* allows you to access credit up to the Credit Limit. The Credit Limit may be changed in the ways described in clause 36.

Each time you (or any person you authorise to operate on your *facility account*) obtain credit under the *Agreement*, it is called a "Drawdown".

Some of the ways available for making Drawdowns include:

- using a card that is attached to your *facility account*; and; and
- drawing personal cheques using a cheque book attached to your *facility account*; and
- drawing counter cheques (which are issued by *Heritage* and attract an extra fee); and
- the **BPAY** system; and
- *Heritage's* phone banking system (Heritage Access Line or HAL) if it has been enabled for your *facility account*; and
- *Heritage's* internet banking *facility* (Heritage Online or HOL) if it has been enabled for your *facility account*; and
- transfers or periodic payments between your *facility account* and other accounts with *Heritage* or another financial institution.

*Heritage* may, acting reasonably, from time to time change the ways available for making Drawdowns by discontinuing, limiting or altering them and by introducing new ways.

## 38. When Credit may not be available for Business Overdraft, Business Visa and Business Line of Credit Facilities

*Heritage* does not have to provide you credit or allow you to make a Drawdown under the *Agreement* if:

- the credit or Drawdown would result in the Outstanding Amount of Credit exceeding the Credit Limit.

If *Heritage* provides credit to you or allows you to make a Drawdown despite not being under an obligation to do so, *Heritage* may still treat the provision of credit or Drawdown as occurring under the *Agreement*.

*Heritage* will give you at least 3 months' notice if *Heritage* decides not to extend the term of, or otherwise withdraws access to, your Business Overdraft, Business Visa credit card or Business Line of Credit Facility. This does not apply if you are in breach of the *Agreement*.

## 39. Operating your Business Overdraft , Business Visa and Business Line of Credit Facility in credit

You may, if you wish, operate your *facility account* in credit.

Your *facility account* is regarded as operating in credit on a particular day if, at the end of the day, the Outstanding Amount of Credit is a negative figure (meaning that the total of all amounts debited to you under the *Agreement* is less than the total of all amounts credited).

*Heritage* will credit interest to your *facility account* for each day your *facility account* is in credit.

*Heritage* calculates this interest by applying a daily percentage rate to the credit balance as at the end of each day.

# Cards and Payment Services for Business Overdraft and Business Line of Credit Facilities

## 40. Withdrawals

Generally, withdrawals can be made from your *facility account* in these ways:

- If your *facility account* has a cheque facility attached, you can make withdrawal transactions by cheque;
- If your *facility account* has a card attached, you or a Cardholder can make withdrawal transactions by using a card (for example, obtaining cash at ATMs and making purchase transactions with merchants);
- If your *facility account* is accessible through Heritage Online or Heritage Access Line, withdrawal transactions can be made through Heritage Online or Heritage Access Line; and
- You or a Cardholder can make withdrawal transactions by direct debits, periodical payments or **BPAY**.

## 41. Deposits

Generally, deposits can be made to your *facility account* in these ways:

- You can deposit cash, a cheque or a money order at a Heritage branch or mini branch (and also, if you use your card when making the deposit to a Business Overdraft (S53) account, at a participating Bank@Post agent). We do not have to accept all cheques or money orders (for example, we may not be able to accept some overseas ones). You will need to quote your account number or produce the card issued on your *facility account*;
- You can send a cheque or money order to us by mail (excluding overseas cheques). You will need to quote your account number. If the cheque or money order is lost or stolen in the mail before we actually receive it, we will not be responsible. Do not send overseas cheques or cash through the mail; and
- You can electronically transfer funds to the *facility account*.

## 42. Clearance of cheques and money orders

The following clearance times apply to cheques and money orders deposited to your *facility account*.

Description of Deposit	Clearance Time
Deposit of an Australian Cheque or Australian Money Order at a Heritage branch on a Banking Day before the collection of that Heritage branch's cheques on a Banking Day	3 Banking Days
Deposit of an Australian Cheque or Australian Money Order at a Heritage branch on a Banking Day after the collection of that Heritage branch's cheques on a Banking Day, or on a non-Banking Day	4 Banking Days
Deposit of an Australian Cheque or Australian Money Order at a Heritage mini branch or ATM	4 Banking Days
Deposit of an Australian Cheque or Australian Money Order at a Bank@Post outlet	7 Banking Days
Deposit of an overseas cheque	30 Banking Days

These clearance times are only a guide. Sometimes it may take us longer to collect a cheque or money order. We may not accept a deposit to your Account of a cheque which is not an Australian Cheque or a money order which is not an Australian Money Order.

If we make the proceeds of a cheque or money order available in your *facility account*, it does not necessarily mean we have collected it. We can reverse any credit for the cheque or money order if it is dishonoured or at any time before we have collected it.

You can ask for a special clearance on an Australian Cheque which is deposited to your *facility account*. We cannot guarantee that the cheque will be cleared any more quickly if you ask for a special clearance. A fee applies if you ask for a special clearance.

### 43. Issuing of cards

A card can only be issued on your *facility account*, if acting reasonably, we agree and you meet Heritage's requirements provided to you on application.

A card can only be issued on a Business Overdraft (S53) covered by these Terms and Conditions

The person we issue a card to is called a Cardholder. If the Cardholder is not you, you are responsible for making sure the Cardholder follows these terms and conditions.

We may require a proposed Cardholder to satisfy our identification procedures before issuing a card to that person.

The Cardholder must sign on the back of the card as soon as it is issued. Cards are not transferable and remain Heritage's property at all times.

A card can be used to access a maximum of 3 accounts of the following types:

- one loan account (a Heritage account of a type covered by these Terms and Conditions); and
- one savings account (a Heritage access, savings or non-personal account of a type that can be accessed by cards); and
- one cheque account (a Heritage access, savings or non-personal account of a type that can be accessed by both cheques and cards).

A Cardholder may be able to transact on accounts under your *Member number*, and obtain information from us about those accounts, in the same way you could.

### 44. PIN

Each card will be issued with a *PIN*. We may allow a Cardholder to select a *PIN*.

A Cardholder may ask to be issued with, or to select, a new *PIN* if the Cardholder forgets the *PIN* or simply wants to change it.

A Cardholder can only select a *PIN* by attending a Heritage branch or mini branch or via Heritage Online.

Your *PIN* is a secret code. See clause 62 for more information.

### 45. Use of cards

A card can be used, only during the currency period printed on it, by the Cardholder to:

- withdraw cash at ATMs that accept the card by inserting or swiping the card in the ATM and entering the PIN for the card; and
- make deposits at Heritage ATMs that have a deposit facility available to accept the card; and
- perform purchase and EFTPOS transactions with merchants who accept the card as a payment method and in a way the merchant agrees (e.g. in person or by phone, online, mail order or other ways the merchant agrees).

We are not responsible if a merchant refuses to accept or allow a Cardholder to use the card, charges a different price when a card is used to make payment for goods or services or charges a fee if a Cardholder uses the card to pay for goods or services except where this arises from the mistake, error, fraud, negligence or wilful misconduct of *Heritage*, its employees or its agents.

If a Cardholder uses the card to obtain cash, the Cardholder is responsible for the safety of the cash.

### 46. Charge of card transactions to your *facility account*

We will charge to your *facility account* the amount of any transaction made by a Cardholder with a card attached to your *facility account*.

If a transaction is made overseas or in foreign currency:

- the foreign currency amount will be converted to Australian currency before being charged to your *facility account*; and
- the exchange rate will be the applicable exchange rate on the day that Visa International processes the transaction (which may not be the same day as the Cardholder performed or authorised the transaction); and

- the exchange rate may differ from the exchange rates available from other foreign exchange dealers; and
- we accept no responsibility for the exchange rates used or fees charged by other institutions or organisations.

## 47. Pre-authorisations

A card may be used for pre-authorisations.

A pre-authorisation is when the Cardholder authorises a merchant to check, at the time of pre-ordering goods or services (for example, hotel bookings and car rentals), whether there are sufficient *available funds* in your *facility account* for the anticipated purchase transaction. As part of the pre-authorisation, the Cardholder authorises an amount of the pre-authorisation.

The amount of the pre-authorisation is then 'frozen' and reduced from the available balance of your *facility account*.

If a purchase transaction is subsequently completed with the merchant, the merchant should cancel the pre-authorisation.

If a purchase transaction is not completed, the merchant can cancel the pre- authorisation or it will subsequently expire.

When a pre-authorisation is cancelled or expires, the part of the available balance of your *facility account* which had been 'frozen' by the pre-authorisation again forms part of the available balance.

If you believe that there is a pre-authorisation on your *facility account* which should not be there, you can call the Heritage Contact Centre on 13 14 22 for assistance.

We accept no responsibility for merchant errors in processing pre-authorisations or for merchant delays or errors in cancelling pre-authorisations except where this arises from the mistake, error, fraud, negligence or wilful misconduct of *Heritage*, its employees or its agents.

## 48. Transaction limits

The *daily limits* that apply to a transaction made with a card issued on your account are set out in the Fees and Limits Guide.

You can ask us to adjust the *daily limits* set out in the Fees and Limits Guide. Acting reasonably, we do not have to approve your request but if we do, our approval does not mean that we have agreed that the adjusted limit will always apply.

The *daily limits* set out in the Fees and Limits Guide may be changed by us at any time as a result of an immediate need to restore or maintain the security of the system or individual accounts.

You must note that an increase in your *daily limit* increases the amount of transactions able to be performed on your account including any unauthorised transactions for which you may be liable.

In addition, individual limits or minimum cash amounts may apply at particular ATMs, EFTPOS terminals and financial institutions. These individual limits and minimum amounts are set by the operator of the ATM, the merchant operating the EFTPOS terminal or the financial institution concerned.

## 49. Cancellation

We may cancel a card at any time if:

- you or the Cardholder return the card to us and give us *recognised instructions* to cancel it; or
- we believe continued use of the card could result in a loss to you or to us; or
- there has been a breach of the *agreement* by you or the Cardholder.

If a card is cancelled:

- you must make sure the card is returned to us (if we ask for it back) or destroyed; and
- you or the Cardholder must not use or attempt to use the card; and
- you must make sure any direct debit authority attached to the card is cancelled (by contacting the debit user concerned); and
- you must make sure any periodical payment attached to the card is cancelled; and
- you are still responsible for transactions which are charged to your Account; and
- we can charge interest and fees and charges relating to those transactions.

## 50. Direct charging

Direct charging means that when a Cardholder uses their card at an ATM other than a Heritage or People's Choice ATM:

- after the Cardholder has entered their PIN, a message will appear on the ATM screen to indicate to the Cardholder how much the operator of the ATM will charge to use the ATM; and
- the Cardholder will be asked whether they want to continue with the transaction or cancel; and
- if the Cardholder continues, the operator of the ATM will charge a fee which will be debited to your Account with the transaction; and
- if the Cardholder cancels, no fee will be charged.

Please note that Heritage does not set the fees charged by ATM operators under the direct charging system and accepts no responsibility for those fees.

Example: If a Cardholder on your *facility account* withdraws \$100 at a non-Heritage/non-People's Choice ATM, and the operator of the ATM charges a fee of \$3.00 for using the ATM, \$103 will be debited to your *facility account*.

Fees charged by the operator of an ATM are in addition to any fees charged by Heritage.

## 51. Chips

If a card attached to your *facility account* has an embedded electronic microchip:

- the Cardholder must ensure that the chip is protected from misuse, tampering, damage, destruction, unauthorised use or removal from the card; and
- no one other than the Cardholder may use the chip; and
- if you or the Cardholder are required under these terms and conditions to destroy the card, you or they must do so by cutting the chip in half.

## 52. Destroying and return of cards

You or the Cardholder must destroy a card (or, if Heritage requires, return it to Heritage) attached to your *facility account* if:

- it expires; or
- it is cancelled; or
- *Heritage* reasonably requires the card to be destroyed or returned.

## 52A. Visa Account Updater

We may provide information about your Card to Visa as part of the Visa Account Updater service. If you have provided your Card information to a merchant to store for a future purchase (for example, to facilitate a regular payment arrangement), the merchant may be given updated Card information if the Card details are changed (such as when we issue a replacement card) if the merchant participates in the service. You may check with the merchant to find out if they participate in the service. Should you wish to opt-out of this service, you may do so by contacting us on 13 14 22.

## 53. Cheques

A cheque facility can only be attached to your *facility account* if we agree and:

- you are at least 18 years old; and
- no other account under the same *Member number* already has a cheque facility attached to it.

If a cheque facility is attached to your *facility account*, you and any *signatory* must:

- keep the cheque book in a safe place; and
- not leave signed blank cheques in the cheque book or anywhere else; and

- promptly tell us if the cheque book is lost or stolen; and
- follow all instructions that we print on the cheque book.

We can pay a cheque and debit the amount of the cheque to your *facility account* if:

- a cheque facility is attached to your *facility account*; and
- the cheque is presented to us; and
- the cheque has your signature or a *signatory's* signature on it.

We do not have to pay a cheque if those requirements are not satisfied or if:

- we think the cheque is not genuine; or
- the cheque is not written out in Australian currency or does not meet the legal requirements for a cheque under Australian law; or
- the cheque has not been written out from a cheque book we issued to you or the *signatory*; or
- there are not enough *available funds* in your Account to cover the amount of the cheque.

Except to the extent *Heritage* (or its officers, employees, contractors, agents or receivers appointed by *Heritage* in respect of security property) fails to exercise due care and skill (including any mistake, error, fraud, negligence or wilful misconduct), we are not liable to you or any other person if:

- we decide to pay a cheque; or
- we decide not to pay a cheque; or
- we decide to treat a cheque (including a post-dated cheque) in any other way; or
- there is a delay before we decide; or
- anyone refuses to accept a cheque.

A fee applies if we dishonour a cheque or if we pay a cheque and it causes your *facility account* to become overdrawn.

You can ask us to stop payment of a cheque drawn on your *facility account* which has not yet been paid by giving us *recognised instructions*. We can charge you a fee for this.

*Heritage* may cancel a cheque facility at any time if you breach these terms and conditions or if we think that continued use of the cheque facility may cause loss to you or us. We are not liable to you for cancelling your cheque facility or for not cancelling your cheque facility even if we could have except where this arises from the mistake, error, fraud, negligence or wilful misconduct of *Heritage*, its employees or its agents.

When a cheque is deposited to your account, you may have to wait for the funds to become available. It generally takes 3 working days for the cheque to clear for a cheque drawn on Heritage or other financial institution within Australia. For a cheque drawn on an overseas financial institution, it could take up to 30 days to clear.

If you cross a cheque, you are telling a financial institution that the cheque must be paid into an account with a financial institution and not cashed. Crossing a cheque means drawing two lines clearly across the face of the cheque. The words 'not negotiable' between two parallel lines across the face of a cheque help to protect the true owner of a lost or stolen cheque. If you write 'account payee only' on a cheque you are directing the financial institution collecting the cheque to only pay the cheque into the account of the person named on the cheque. These words do not prevent the transfer of a cheque however may assist against theft or fraud.

Your pre-printed cheque forms have the words 'or bearer' after the space where you write the name of the person to whom you are paying the cheque. The cheque is a 'bearer' cheque. If you cross out the words 'or bearer' and do not add the words 'or order', the cheque is still a bearer cheque. You can give yourself more protection against theft or fraud by crossing out the words 'or bearer' and adding the words 'or order', which means the cheque is payable only to the named payee.

In addition to the above, you can reduce the risk of forgery by taking the following steps every time you write a cheque:

- start the name of the person to whom you are paying the cheque as close as possible to the word "Pay";
- draw a line from the end of the person's name to the beginning of the printed words "or bearer";
- start the amount in words with a capital letter as close as possible to the words "The sum of" and do not leave blank space large enough for any words to be inserted;
- add the word "only" after the amount in words;

- draw a line from the end of the amount in words to the printed "\$";
- start the amount in numbers close after the printed "\$" and avoid any spaces between the numbers; and
- always add a stop "." or dash "-" to show where the dollars end and the cents begin, and if there are no cents, always write ".00" or "-00" to prevent insertion of more numbers to the dollar figure.

## 54. Heritage cheques

You can ask us to issue a Heritage cheque on your *facility account*. We do not issue Heritage cheques on all account types. We will not normally issue a Heritage cheque if there are not enough *available funds* in your Account.

If you want a Heritage cheque, you will need to give us *recognised instructions* about the amount of the Heritage cheque and who you want it made payable to. When we issue it, we will debit the amount of the Heritage cheque to your *facility account*.

A Heritage cheque has the same status as what is commonly called a bank cheque. It is a cheque that *Heritage* draws on itself.

A fee applies if we issue a Heritage cheque on your *facility account*.

## 55. Heritage Online (personal internet banking)

### Registration

You can register for the personal internet banking service on Heritage Online by completing the application form available at [heritage.com.au](http://heritage.com.au) and following the instructions there.

If you register for Heritage Online, all the accounts under your *Member number* which are of a type that can be accessed through Heritage Online (including some accounts not covered in this Terms and Conditions) will become accessible through Heritage Online.

### Password

If you register for the personal internet banking service on Heritage Online, you will be issued with a Heritage Online password.

If you have a *joint account* which requires two or more of you to act together in order to transact the person you have nominated by giving us *recognised instructions* will be issued with a Heritage Online login password; and if an account requires two or more signatories to sign, an authorisation password (used to authorise transactions for processing) will be issued to a person you have nominated (including you) and agreed to by us.

If you have a *joint account* under which any one of you can transact, each of you will be issued with the same Heritage Online login password.

The Heritage Online password is a secret code. See clause 62 for more information.

The Heritage Online password which we issue to you when you register for Heritage Online personal internet banking lapses after 7 days. You need to select a new

Heritage Online password within those 7 days in order to keep using Heritage Online.

We do not issue a Heritage Online password to a *signatory* on your *facility account*.

### Transacting

Heritage Online personal internet banking can be used to perform transactions, obtain information (such as account balances and transaction details) and communicate with us.

**You can use Heritage Online to transfer funds from your account to a People's Choice branded account or to an account at an Australian or overseas financial institution other than Heritage (we call these transactions Interbank transfers) if:**

- you have given us *recognised instructions* to pre-register the account at the other financial institution; or
- you have given us *recognised instructions* to register you for the 'Pay Anyone' facility (with password or *SMS Security*) on Heritage Online.



In addition, you can use Heritage Online to transfer funds from your *facility account* to another account with Heritage (we call these transactions Heritage account transfers) if:

- the other account is under the same *Member number* as your *facility account*; or
- the other account is under a different *Member number* but you have given us *recognised instructions* to pre-register the *facility account*; or
- you have given us *recognised instructions* to register you for the 'Pay Anyone' facility (with password or *SMS Security*) on Heritage Online.

You can also initiate **BPAY** payments through Heritage Online.

We are continually reviewing and upgrading Heritage Online and therefore the types of transactions, information and communications available through Heritage Online may change.

If you have a *joint account* which requires two or more of you to act together in order to transact, you will only be able to use Heritage Online to perform withdrawals, payments or transfers if both the Heritage Online login password and authorisation password are entered. However, the one of you with the Heritage Online login password will be able to use Heritage Online to obtain information.

### Transaction limits

The maximum *daily limits* that apply to transactions made through Heritage Online are set out in the Fees and Limits Guide. We will ask you to nominate what *daily limits* will apply for the different transaction types set out below. If you do not nominate any *daily limits*, the default *daily limits* specified in the Fees and Limits Guide will apply. These limits apply to all accounts under your *member number*. We will not increase your *daily limit* unless you request us to do so. On changing transaction methods, unless otherwise specified, your existing *daily limit* will continue to apply unless the new daily maximum limit is less than your existing *daily limit*.

You can ask us to adjust the daily transaction limit on Heritage account transfers and inter-bank transfers to a higher amount (for example, to allow you to perform a specific inter-bank transfer). We do not have to approve your request but if we do, our approval does not mean that we have agreed that the adjusted limit will always apply.

In addition, the *daily limits* set out in the Fees and Limits Guide may be changed by us at any time as a result of an immediate need to restore or maintain the security of the system or individual *accounts*.

You must note that an increase in your *daily limit* increases the amount of transactions able to be performed on your account including any unauthorised transactions for which you may be liable.

### Processing of transactions

Transactions through Heritage Online will generally be processed on either the same or the next Banking Day.

## 56. Heritage Online (business internet banking)

### Registration

You can register for the business internet banking service on Heritage Online by completing the application form available at Heritage branches and following the instructions on the form.

If you register for Heritage Online, all the accounts under your *Member number* which are of a type that can be accessed through Heritage Online (including some accounts not covered in this Terms and Conditions) will become accessible through Heritage Online.

### Login password

If you register for the business internet banking service on Heritage Online:

- the person you have nominated by giving us *recognised instructions* will be issued with a Heritage Online login password; and
- if an account requires two or more *signatories* to sign, an authorisation password (used to authorise transactions for processing) will be issued to a person you have nominated (including you) and agreed to by us.

The people who have been issued with a Heritage Online login password or authorisation password are called password holders.

A *signatory* on any of your accounts will be taken to be a nominated password holder.

By giving us *recognised instructions*, you can change a Heritage Online password and change the password holders.

Heritage Online passwords are secret codes. See clause 62 for more information.

### Security tokens

To perform certain transactions through the business internet banking service on Heritage Online, a special device called a security token is required. A security token is an electronic device which can be used to generate codes (called token codes) which can then be used to initiate or authorise transactions.

The transactions for which a security token is required include external batch payments. We can modify the types of transactions for which security tokens are required.

We may issue a security token to any person you authorise by giving us *recognised instructions*. The people who have been issued with security tokens are called token holders.

Each security token issued to a token holder will have permissions assigned according to your *recognised instructions*. The permissions define some of the functions that the token holder can and cannot perform through the business internet banking service on Heritage Online by using their security token. For a transaction requiring a token code, the number of token codes generated by security tokens issued to token holders that you have specified by giving us *recognised instructions* will be required.

By giving us *recognised instructions*, you can:

- cancel a security token; and
- change the permissions assigned to security tokens; and
- change the number of token codes required for transactions requiring a token code; and
- ask us to issue a replacement security token for one that has been lost, stolen, damaged or does not work properly.

Each security token remains *Heritage's* property.

A security token must be given back to us if:

- the token holder is someone other than you and they cease to be an employee or director of yours or a *signatory* on your *accounts* accessible through the business internet banking service on Heritage Online; or
- the security token expires or does not work properly; or
- we ask for the security token back.

A security token expires 3 years after it was issued. You or a token holder must not try to use an expired security token.

### Transacting, Transaction limits, Processing of transactions

Heritage Online business internet banking can be used to perform transactions, obtain information (such as account balances and transaction details) and communicate with us.

You can use Heritage Online to transfer funds from your *facility account* to an account at an Australian financial institution other than Heritage (we call these transactions inter-bank transfers) if:

- you have given us *recognised instructions* to pre-register the account at the other financial institution; or
- you have given us *recognised instructions* to register you for the 'Pay Anyone' facility (with password or *SMS Security*) on Heritage Online.

In addition, you can use Heritage Online to transfer funds from your *facility account* to another account with Heritage (we call these transactions Heritage account transfers) if:

- the other account is under the same *Member number* as your *facility account*; or
- the other account is under a different *Member number* but you have given us *recognised instructions* to pre-register the Account; or
- you have given us *recognised instructions* to register you for the 'Pay Anyone' facility (with password or *SMS Security*) on Heritage Online.

You can also initiate **BPAY** payments through Heritage Online.

We are continually reviewing and upgrading Heritage Online and therefore the types of transactions, information and communications available through Heritage Online may change.

If you have a *joint account* which requires two or more of you to act together in order to transact, you will only be able to use Heritage Online to perform withdrawals, payments or transfers if both the Heritage Online login password and authorisation password are entered. However, the one of you with the Heritage Online login password will be able to use Heritage Online to obtain information.

The maximum *daily limits* that apply to transactions made through Heritage Online are set out in the Fees and Limits Guide. We will ask you to nominate what *daily limits* will apply for the different transaction types set out below. If you do not nominate any *daily limits*, the default *daily limits* specified in the Fees and Limits Guide will apply. These limits apply to all accounts under your *member number*. We will not increase your *daily limit* unless you request us to do so. On changing transaction methods, unless otherwise specified, your existing *daily limit* will continue to apply unless the new daily maximum limit is less than your existing *daily limit*.

You can ask us to adjust the daily transaction limit on Heritage account transfers and inter-bank transfers to a higher amount (for example, to allow you to perform a specific inter-bank transfer). Acting reasonably, we do not have to approve your request but if we do, our approval does not mean that we have agreed that the adjusted limit will always apply.

In addition, the *daily limits* set out in the Fees and Limits Guide may be changed by us at any time as a result of an immediate need to restore or maintain the security of the system or individual accounts.

You must note that an increase in your *daily limit* increases the amount of transactions able to be performed on your account including any unauthorised transactions for which you may be liable.

Transactions through *Heritage Online* will generally be processed on either the same or the next Banking Day.

## 57. Heritage Access Line (phone banking)

### Registration

You can register for Heritage Access Line by completing the application form available at [heritage.com.au](https://heritage.com.au) and following the instructions there.

If you register for Heritage Access Line, all the accounts under your *Member number* which are of a type that can be accessed through Heritage Access Line (including some accounts not covered in this Terms and Conditions) will become accessible through Heritage Access Line. Only Heritage accounts with terms and conditions specifying access to the Heritage Access Line will be accessible.

### PAN

If you have a *joint account*, each of you will all be issued with a separate Phone Access Number (*PAN*).

The *PAN* is a secret code. See clause 62 for more information.

The *PAN* which we issue to you when you register for Heritage Access Line lapses after 7 days. You need to select a new *PAN* within those 7 days in order to keep using Heritage Access Line. If the *PAN* we issued to you on registration lapses, you will need to re-register for Heritage Access Line.

We do not issue a *PAN* to a *signatory* on your *facility account*.

### Transacting

Heritage Access Line can be used to perform transactions, obtain information (such as account balances and transaction details) and communicate with us.

You can use Heritage Access Line to transfer funds from your *facility account* to another account with Heritage (we call these transactions Heritage account transfers) if:

- the other account is under the same *Member number* as your *facility account*; or
- the other account is under a different *Member number* but you have given us *recognised instructions* to pre-register the *facility account*.

You can also initiate **BPAY** payments through Heritage Access Line.

We are continually reviewing and upgrading Heritage Access Line and therefore the types of transactions, information and communications available through Heritage Access Line may change.

If you have a *joint account* which requires two or more of you to act together in order to transact, you will not be able to use Heritage Access Line to perform withdrawals, payments or transfers (except between accounts under the same *Member number*). However, you will be able to use Heritage Access Line to obtain information and to perform transfers between accounts under the same *Member number*.

### Transaction limits

The maximum *daily limits* that apply to your account for transactions made through *Heritage Access Line* on your *facility account* are set out in the Fees and Limits Guide. You can request us to set lower limits for the different transaction types. These limits apply to all accounts under your *member number*.

In addition, the *daily limits* set out in the Fees and Limits Guide may be changed at any time as a result of an immediate need to restore or maintain the security of the system or individual accounts.

### Processing of transactions

Transactions through Heritage Access Line will generally be processed on either the same or the next Banking Day.

## 58. Periodical payments

You can request a periodical payment by giving us *recognised instructions*.

A periodical payment is an automatic transfer of a defined amount of money from your *facility account* to some other account at Heritage or another financial institution.

We can only perform periodical payments to other financial institutions that participate in the same electronic payments system as we do.

A periodical payment can be a one-off payment or a recurring payment at fixed intervals.

If your *facility account* does not have enough *available funds* to cover a periodical payment when it is due, we may keep trying to make the periodical payment for up to 5 Banking Days. If a periodical payment is due to be made on a non-Banking Day, we may process it on that non-Banking Day or the next Banking Day.

By giving us *recognised instructions*, you can cancel a periodical payment before it is processed or change or cancel your previous instructions about a periodical payment.

## 59. Direct debits

You can authorise a direct debit user (an organisation participating in the direct debit system, formally known as the Bulk Electronic Clearing System (BECS)) to directly debit transactions to your *facility account*.

By authorising a direct debit user to directly debit transactions to your *facility account*, you also authorise Heritage to accept the transactions and process them to your *facility account*. You are liable for any direct debit you authorise, including a direct debit which causes your *facility account* to become overdrawn.

We will debit to your *facility account* the amount of each direct debit transaction received.

We may dishonour a direct debit, and charge a fee, if your *facility account* does not have sufficient *available funds*.

If you want to cancel the direct debit authority that you have given to a direct debit user, you can contact us and we will action the request within 1 business day. In addition, you may contact the direct debit user to confirm the cancellation.

We cannot stop a direct debit after it has been processed to your *facility account*. If you want to stop a specific direct debit before it is

processed, or all future direct debits from a particular direct debit user, you may contact us and give us *recognised instructions* to place a stop payment on the direct debit. We will attempt to complete your instructions within one business day of receipt. Alternatively, direct debits may be cancelled directly with the merchant/company they were established with. This will ensure your payment is cancelled within the conditions of your agreement with them.

Please note: In order to ensure that no further payments are debited to your *facility account*, when processing your *recognised instruction* to place a stop payment on the direct debit, all future direct debits from that particular debit user will be stopped.

If you believe a direct debit to your account was not authorised, you can either:

- contact us and give us *recognised instructions* to dispute the transaction (in which case we will investigate the transaction and tell you about our findings, which may take up to 30 days); or
- contact the direct debit user and dispute the transaction with them.

## 60. BPAY®

® Registered to BPAY Pty Ltd ABN 69 079 137 518

### What is BPAY?

We are a member of the **BPAY** scheme, which is an electronic payments scheme through which you can ask us to make payments on your behalf to organisations (billers) who tell you that you can make payments (**BPAY** payments) to them through the **BPAY** scheme.

We may also be a biller under the **BPAY** scheme.

If you are registered for Heritage Online, you may also be able to register for a related service called **BPAY View**®. Through **BPAY View**, you can view bills from billers on Heritage Online. For the terms and conditions applicable to **BPAY View**, go to our website at [heritage.com.au](https://heritage.com.au).

### When can you make BPAY payments?

You can make a **BPAY** payment from your *facility account* if the difference between your account balance and the *facility limit* specified in your *agreement* is enough to cover the amount of the **BPAY** payment.

If there are insufficient *available funds* to cover the amount of the **BPAY** payment, we may keep trying to make the **BPAY** payment. We will usually only do this once, on the next Banking Day.

### How to initiate a BPAY payment

To initiate a **BPAY** payment, you need to give us *recognised instructions*. You can do this through Heritage Online or Heritage Access Line, or by coming to a Heritage branch.

When you seek to initiate a **BPAY** payment, you will be asked to enter information through Heritage Online or Heritage Access Line or to give information when completing a form for the **BPAY** payment at a Heritage branch. We will not be obliged to effect the **BPAY** payment unless you provide all the requested information or if any of the information you give us is inaccurate.

We will treat your instruction to make a **BPAY** payment as valid if:

- you initiate the **BPAY** payment through Heritage Online or Heritage Access Line after entering the correct codes; or
- you initiate the **BPAY** payment at a Heritage branch and you give our staff the information they reasonably require in order to identify you.

### BPAY payments

We will not accept an order to stop a **BPAY** payment once you have instructed us to make it.

You must be careful to tell us the correct amount you wish to pay. If you instruct us to make a **BPAY** payment and you later discover that:

- the amount paid was more than you needed to pay to the biller, you must notify us so that we can take steps to try and obtain a refund of the excess; or
- the amount paid was less than you needed to pay to the biller, you can make another **BPAY** payment for the difference.

Billers have agreed that a **BPAY** payment you make will be treated as received by the biller it is going to, according to the following table.

Circumstances of BPAY Payment	When it is treated as received by the biller
You instruct us to make the BPAY payment before 5pm Australian Eastern Standard Time on a Banking Day	On that Banking Day
You instruct us to make the BPAY payment after 5pm Australian Eastern Standard Time on a Banking Day	On that Banking Day
You instruct us to make the BPAY payment on a day that is not a Banking Day	On the next Banking Day

However, a delay in processing a **BPAY** payment may occur if:

- there is a public or bank holiday on the day after you tell us to make the **BPAY** payment; or
- another financial institution or a biller participating in the **BPAY** scheme does not meet its obligations under the **BPAY** scheme.

Such a delay should not continue for more than one Banking Day but could continue for longer.

If we find out that a **BPAY** payment cannot be processed by the biller, we will:

- advise you of that; and
- credit your *facility account* with the amount of the **BPAY** payment; and
- take all reasonable steps to help you make the **BPAY** payment as quickly as possible.

### Problems with BPAY payments

We will try to make sure that your **BPAY** payments are processed promptly by other participants in the **BPAY** scheme, including billers who the **BPAY** payments are going to.

You should check your *facility account* records carefully.

You must promptly tell us if:

- you become aware of any mistakes or delays in processing a **BPAY** payment (not counting when you make an underpayment); or
- you did not authorise a **BPAY** payment that has been made from your *facility account*; or
- you think you have been fraudulently induced to make a **BPAY** payment

The longer the delay between the date of your **BPAY** payment and when you tell us of the problem, the more difficult it may be for us to help rectify the problem. For example, we or the biller may not have the necessary records or information for us to investigate the problem. If that is the case, you may need to demonstrate that the problem has occurred, based on your own records, or you may need to deal directly with the biller.

The receipt by a biller of a mistaken or erroneous **BPAY** payment will never count as satisfying any debt you owe to the biller.

We will not be responsible if you or a *signatory* make any error when providing information to identify the biller, amount or any other details regarding a **BPAY** payment.

### What we will do about some problems

The following table describes what we will do about some problems with **BPAY** payment.

Description of problem	What we will do
A BPAY payment has been made from your <i>facility account</i> under instructions which appeared to us to be from you or on your behalf but for which you did not give authority.	We will credit the amount of the BPAY payment to your <i>facility account</i> . However, you must pay us that amount if: <ul style="list-style-type: none"> <li>the BPAY payment was made as a result of instructions which did not comply with our prescribed security procedures; and</li> <li>we cannot recover the amount credited to your <i>facility account</i> from the person who received it within 20 Banking Days of trying to do so.</li> </ul>
A BPAY payment has been made from your <i>facility account</i> but was induced by the fraud of a person involved in the BPAY scheme.	The person responsible for the fraud should refund the amount of the BPAY payment to you. If they don't, you must bear the loss unless another person involved in the BPAY scheme knew of the fraud or would have detected it with reasonable diligence (in which case that person should refund the amount of the BPAY payment to you).
A BPAY payment has been made from your <i>facility account</i> and your Account has been debited with the amount of the BPAY payment but the amount was not in line with your instructions.	We will credit the amount of the BPAY payment to your <i>facility account</i> . However, if you were responsible for a mistake resulting in the BPAY payment and we cannot recover the amount credited to your <i>facility account</i> from the person who received it within 20 Banking Days of trying to do so, you must pay us that amount.
A problem falling within more than one of the above categories.	We will apply the principle alongside the first category in this table that describes the problem.

If you tell us that a **BPAY** payment from your *facility account* was unauthorised, you must give us your written consent addressed to the biller who the payment went to. The written consent needs to detail:

- your consent to us obtaining information from the biller about you, your *facility account* with the biller and the **BPAY** payment; and
- your customer reference number with the biller; and
- any other information we reasonably require in order to investigate the problem.

If you do not do this, the biller might not be allowed to give us the information we need in order to fully investigate the problem.

Except where a **BPAY** payment is a mistaken payment, an unauthorised payment or a fraudulent payment, **BPAY** payment instructions are irrevocable. No refunds will be provided through the **BPAY** scheme where you have a dispute with the biller about any goods or services you may have agreed to acquire from the biller. Any dispute must be resolved with the biller.

### Cancellation or suspension regarding the BPAY scheme

We will tell you if we are no longer a member of the **BPAY** scheme.

We may suspend your right to participate in the **BPAY** scheme at any time if you or someone on your behalf is suspected of acting fraudulently or if we think your continued use of the **BPAY** scheme is likely to cause loss to you or us. We do not have to give you notice before suspending your right to participate in the **BPAY** scheme and nor will we be responsible for any losses because we suspend your right or do not do so even though we could have.

### Privacy

If you use the **BPAY** scheme or you instruct us to make a **BPAY** payment, you agree that we can disclose information to billers, to **BPAY** Pty Ltd (which administers the **BPAY** scheme), to *Cardlink Services* (which provides the electronic systems used in operating the **BPAY** scheme) and their agents. If that is not done, it will not be possible for you to make **BPAY** payments or use the **BPAY** scheme.



The information that we can disclose is:

- whatever personal information about you (such as your name, email address and the fact that you are a member of ours) needs to be disclosed so you can use the **BPAY** scheme; and
- whatever transactional information is necessary to process your **BPAY** payments and your use of the **BPAY** scheme; and
- updated information if any of the information we have previously disclosed about you changes.

You can request access to your personal information held by **BPAY** Pty Ltd by contacting their Privacy Officer by phone on 02 9646 9222 or email at [privacy@Bpay.com.au](mailto:privacy@Bpay.com.au)

You can request access to your personal information held by *Cardlink Services* by contacting their Privacy Officer by mail at Cnr Park Rd and South Pde, Auburn, NSW, 2144 or by phone on 02 9646 9222 or email at [privacy@cardlink.com.au](mailto:privacy@cardlink.com.au).

## 61. PayTo

### What is PayTo?

PayTo enables us to process electronic payments that are cleared and settled by participating financial institutions via the New Payments Platform. Payments from your account are processed on the terms set out in an agreement established by you with a merchant or approved payment service provider that subscribes to the service (the **Payment Agreement**).

### Creating a Payment Agreement

(a) PayTo allows you to establish and authorise Payment Agreements with merchants or approved payment service providers who offer PayTo as a payment option.

(b) If you elect to establish a Payment Agreement with a merchant or approved payment service provider that offers PayTo, you will be required to provide the merchant or approved payment service provider with your personal information including your BSB and account number or PayID. You are responsible for ensuring the correctness of the account number or PayID you provide for the purpose of establishing a Payment Agreement. Any personal information or data you provide to the merchant or approved payment service provider will be subject to the privacy policy and terms and conditions of the relevant merchant or approved payment service provider.

(c) Payment Agreements must be recorded in the central, secure database operated by NPP Australia Limited of Payment Agreements (**Mandate Management Service**) for PayTo Payments to be processed in accordance with them. The merchant or approved payment service provider is responsible for creating and submitting a record of each Payment Agreement to their financial institution or payments processor for inclusion in the Mandate Management Service. The Mandate Management Service will notify us of the creation of any Payment Agreement established using your account or PayID details. We will deliver a notification of the creation of the Payment Agreement to you via email or SMS, depending on what information is available for communication, and provide details of the merchant or approved payment service provider named in the Payment Agreement, the payment amount and payment frequency (if these are provided to seek your confirmation of the Payment Agreement.) You may confirm or decline any Payment Agreement presented for your approval. If you confirm, we will record your confirmation against the record of the Payment Agreement in the Mandate Management Service and the Payment Agreement will then be deemed to be effective. If you decline, we will note that against the record of the Payment Agreement in the Mandate Management Service.

(d) We will only process PayTo payment instructions received from the merchant's or approved payment service provider's financial institution where you have confirmed the associated Payment Agreement. Payment instructions may be submitted to us for processing immediately after you have confirmed the Payment Agreement so you must take care to ensure the details of the Payment Agreement are correct before you confirm them. We will not be liable to you or any other person for loss suffered as a result of processing a payment instruction submitted under a Payment Agreement that you have confirmed.

(e) If a Payment Agreement requires your confirmation within a timeframe stipulated by the merchant or approved payment service provider, and you do not provide confirmation within that timeframe, the Payment Agreement may be withdrawn by the merchant or approved payment service provider.

(f) If you believe the payment amount or frequency or other detail presented is incorrect, you may decline the Payment Agreement and contact the merchant or approved payment service provider and have them amend and resubmit the Payment Agreement creation request.



## Amending a Payment Agreement

- (a) Your Payment Agreement may be amended by the merchant or approved payment service provider from time to time, or by us on your instruction.
- (b) We will send you notification/s of proposed amendments to the payment terms of the Payment Agreement requested by the merchant or approved payment service provider, where we require your authorisation. Such amendments may include variation of the payment amount where that is specified in the Payment Agreement as a fixed amount, or payment frequency. The Mandate Management Service will notify us of the amendment request. We will deliver a notification of the proposed amendment to you via email or SMS for your approval. You may confirm or decline any amendment request presented for your approval. If you confirm, we will record the confirmation against the record of the Payment Agreement and the amendment will then be deemed to be effective. If you decline, the amendment will not be made. A declined amendment request will not otherwise affect the Payment Agreement.
- (c) Amendment requests which are not confirmed or declined within [5 calendar days] of being sent to you, will expire. If you do not authorise or decline the amendment request within this period of time, the amendment request will be deemed to be declined.
- (d) If you decline the amendment request because it does not reflect the updated terms of the agreement that you have with the merchant or approved payment service provider, you may contact them and have them resubmit the amendment request with the correct details. We are not authorised to vary the details in an amendment request submitted by the merchant or approved payment service provider. You may contact them and have them resubmit the amendment request with the correct details.
- (e) Once an amendment request has been confirmed by you, we will promptly update the Mandate Management Service with this information.
- (f) Once a Payment Agreement has been established, you may instruct us to amend your account details in the Payment Agreement only. Account details may only be replaced with the BSB and account number or PayID linked to an account you hold with us. If you wish to amend the account details to refer to an account with another financial institution, you may give us a transfer instruction. We may decline to act on your instruction to amend your Payment Agreement if we are not reasonably satisfied that your request is legitimate. You may not request us to amend the details of the merchant or approved payment service provider, or another party.

## Pausing your Payment Agreement

- (a) You may instruct us to pause and resume your Payment Agreement via the Heritage Mobile Banking App, or if your account requires two or more to sign, by contacting us directly. We will act on your instruction to pause or resume your Payment Agreement promptly by updating the record of the Payment Agreement in the Mandate Management Service. The Mandate Management Service will notify the merchant's or approved payment service provider's financial institution or payment processor of the pause or resumption. During the period the Payment Agreement is paused, we will not process payment instructions in connection with it. We will not be liable for any loss that you or any other person may suffer because of the pausing of a Payment Agreement that is in breach of the terms of an agreement between you and the relevant merchant or approved payment service provider, except to the extent the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).
- (b) Merchants and approved payment service providers may pause and resume their Payment Agreements. If the merchant or approved payment service provider pauses a Payment Agreement to which you are a party, we will promptly notify you of that, and of any subsequent resumption, via email. We will not be liable for any loss that you or any other person may suffer as a result of the pausing of a Payment Agreement by the merchant or approved payment service provider, except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

## Transferring your Payment Agreement

***Please note this functionality is not currently available. We will notify you when it is implemented and available for use.***

- (a) You may elect to have payments under your Payment Agreement made from an account at another financial institution. You may do this via the Heritage Mobile Banking App, or if your account requires two or more to sign, by contacting us directly. We will provide you with a Transfer ID to provide to your new financial institution to enable them to complete the transfer.
- (b) Your new financial institution will be responsible for having you authorise the transfer of the Payment Agreement and updating the Payment Agreement in the Mandate Management Service. The updated Payment Agreement will become effective upon being updated in the Mandate Management Service.

(c) Until the transfer is completed, the Payment Agreement will remain linked to your account with us and payments under the Payment Agreement will continue to be made from your account with us. If the other financial institution does not complete the transfer within 14 calendar days, the transfer will be deemed to be ineffective and payments under the Payment Agreement will continue to be made from your account with us.

(d) To transfer a Payment Agreement that you have with another financial institution to us, you will need to obtain a Transfer ID from that institution and provide it to us via the Heritage Mobile Banking App, or if your account requires two or more to sign, by contacting us directly. Where you instruct us to process a transfer of a Payment Agreement from another financial institution to us, we will use reasonable endeavours to do so within 14 days. We do not guarantee that all Payment Agreements will be transferrable to us. If we are unable to complete a transfer, the mandate will become active and viewable in the PayTo listing.

### **Cancelling your Payment Agreement**

(a) You may instruct us to cancel a Payment Agreement on your behalf via the Heritage Mobile Banking App, or if your account requires two or more to sign, by contacting us directly. We will act on your instruction promptly by updating the record of the Payment Agreement in the Mandate Management Service. The Mandate Management Service will notify the merchant's or approved payment service provider's financial institution or payment processor of the cancellation. You will be liable for any loss that you suffer because of the cancellation of a Payment Agreement that is in breach of the terms of an agreement between you and the relevant merchant or approved payment service provider (for example, any termination notice periods that have not been adhered to). We are not liable to you or any other person for any loss resulting from any instance where you fail to adhere to the terms of an agreement between you and the relevant merchant or approved payment service provider.

(b) Merchants or approved payment service providers may cancel Payment Agreements. If the merchant or approved payment service provider cancels a Payment Agreement to which you are a party, the mandate will become cancelled and viewable in the PayTo listing. We will not be liable to you or any other person for loss incurred because of cancellation of your Payment Agreement by the merchant or approved payment service provider.

### **Migration of direct debit arrangements**

(a) Merchants and approved payment service providers who have existing direct debit arrangements with their customers, may establish Payment Agreements for these, as **Migrated DDR Mandates**, in order to process payments under those arrangements via the New Payments Platform rather than Bulk Electronic Clearing System. If you have an existing direct debit arrangement with a merchant or approved payment service provider, you may be notified by them that future payments will be processed from your account under PayTo. You are entitled to prior written notice of variation of your direct debit arrangement and changed processing arrangements, as specified in your Direct Debit Service Agreement, from the merchant or approved payment service provider. If you do not consent to the variation of the direct debit arrangement you must advise the merchant or approved payment service provider. We are not obliged to provide notice of a Migrated DDR Mandate to you for you to confirm or decline. We will process instructions received from a merchant or approved payment service provider on the basis of a Migrated DDR Mandate.

(b) You may amend, pause (and resume), cancel, or transfer your Migrated DDR Mandates, or when there is an amendment, pause or resumption, or cancellation initiated by the merchant or approved payment service provider, in the manner described above, these will be available from the PayTo listing.

### **PayTo - General**

#### ***Your responsibilities***

(a) You must ensure that you carefully consider any Payment Agreement creation request, or amendment request made in respect of your Payment Agreement or Migrated DRR Mandates and promptly respond to such requests. We will not be liable for any loss that you suffer because of any payment processed by us in accordance with the terms of a Payment Agreement or Migrated DDR Mandate.

(b) You must notify us promptly if you no longer hold or have authority to operate the account from which a payment under a Payment Agreement or Migrated DDR Mandate have been /will be made.

(c) You must promptly respond to any notification that you receive from us regarding the pausing or cancellation of a Payment Agreement or Migrated DDR Mandate for misuse, fraud or for any other reason. We will not be responsible for any loss that you suffer because of you not promptly responding to such a notification.

(d) You are responsible for ensuring that you comply with the terms of any agreement that you have with a merchant or approved payment service provider, including any termination notice periods. You acknowledge that you are responsible for any loss that you suffer in connection with the cancellation or pausing of a Payment Agreement or Migrated DDR Mandate by you which is in breach of any agreement that you have with that merchant or approved payment service provider, except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

(e) You are responsible for ensuring that you have sufficient funds in your account to meet the requirements of all your Payment Agreements and Migrated DDR Mandates. Where there are insufficient funds, the payment will be rejected. Subject to any applicable laws and binding industry codes, we will not be responsible for any loss that you suffer because of your account having insufficient funds.

(f) If you receive a Payment Agreement creation request or become aware of payments being processed from your account that you are not expecting or experience any other activity that appears suspicious or erroneous, please report such activity to us via contacting us on 13 14 22.

(g) From time to time you may receive a notification from us via SMS or email requiring you to confirm that all your Payment Agreements and Migrated DDR Mandates are accurate and up to date. You must promptly respond to any such notification. Failure to respond may result in us pausing the Payment Agreement/s or Migrated DDR Mandate/s.

(h) Use of the facilities that we provide to you in connection with establishing and managing your Payment Agreements and Migrated DDR Mandates is required to meet our account terms and conditions. You are responsible for ensuring that: (i) all data you provide to us or to any merchant or approved payment service provider that subscribes to PayTo is accurate and up to date; (ii) you do not use PayTo to send threatening, harassing or offensive messages to the merchant, approved payment service provider or any other person; and (iii) any passwords/PINs needed to access the facilities we provide are kept confidential and are not disclosed to any other person.

(i) All intellectual property, including but not limited to the PayTo payment service, remains our property, or that of our licensors (**Our Intellectual Property**). We grant to you a royalty free, non-exclusive license (or where applicable, sub-license) for the term to use Our Intellectual Property for the sole purpose of using PayTo in a way that is consistent with the terms of this Guide within Australia.

(j) Where an intellectual property infringement claim is made against you, we will have no liability to you under this agreement to the extent that any intellectual property infringement claim is based upon: (a) modifications to Our Intellectual Property by or on behalf of you in a manner that causes the infringement; (b) your use of any item in combination with any hardware, software or other products or services in a manner that causes the infringement and where such combination was not within the reasonable contemplation of the parties given the intended use of the item; (c) your failure to use corrections or enhancements to Our Intellectual Property that are made available to you (except where the use of corrections or enhancements would have caused a defect in the Mandated Payments Service or would have had the effect of removing functionality or adversely affecting the performance of the Mandated Payments Service); and (d) your failure to use Our Intellectual Property in accordance with this Guide.

(k) You must comply with all applicable laws in connection with your use of PayTo.

(l) We will not be liable to you or any other person for loss incurred because of termination of your agreement by Heritage in accordance with these Terms and Conditions or by yourself.

### ***Our responsibilities***

(m) We will use our best endeavours to accurately reflect all information you provide to us in connection with a Payment Agreement or a Migrated DDR Mandate in the Mandate Management Service.

(n) We may monitor your Payment Agreements or Migrated DDR Mandates for misuse, fraud and security reasons. You acknowledge and consent to us pausing or cancelling all or some of your Payment Agreement or Migrated DDR Mandates if we reasonably suspect misuse, fraud or security issues. We will respond to all claims within 21 days and promptly notify you by contacting you by phone or email of any such action to pause or cancel your Payment Agreement.

(o) If you become aware of a payment being made from your account, that is not permitted under the terms of your Payment Agreement or Migrated DDR Mandate or that was not authorised by you, please contact us as soon as possible to discuss and commence an investigation. We will not be liable to you for any payment made that was in fact authorised by the terms of your Payment Agreement or Migrated DDR Mandate.

## PayTo – Suspension and termination

(a) We may suspend or terminate your use of PayTo if:

(i) you are not a member, or you cease to be a member, of Heritage; or

(ii) you breach the terms and conditions applying to your account; or

(iii) you close the account the Payment Agreement is linked to; or

(iv) our participation in the New Payments Platform is suspended, ceases or is cancelled. We will provide you with as much notice of this as is possible in the circumstances if this occurs.

(b) Notification of the above may include by posting to our website or through direct communication with you.

(c) You may stop using PayTo at any time.

## Privacy

By confirming a Payment Agreement and / or permitting the creation of a Migrated DDR Mandate against your account with us, you acknowledge that you authorise us to collect, use and store your account details (amongst other information) and the details of your Payment Agreement/s and Migrated DDR Mandates, and that these details may be disclosed to the financial institution or payment processor for the merchant or approved payment service provider, for the purposes of creating payment instructions and constructing New Payments Platform payment messages and enabling us to make payments from your account.

## 62. Sweeps

You can request a sweep by giving us *recognised instructions*.

By setting up a sweep, you can nominate up to 6 other *Heritage* accounts (of a type that we also allow sweeps to be set up on). The other *Heritage* accounts can be:

- under the same *member number* as your *facility account*; or
- under another *member number* if the member concerned gives authority for the sweep in a way we find satisfactory.

If a sweep has been set up and:

- a card transaction undertaken as a 'credit' purchase, a cheque or a direct debit is presented on your *facility account*; and
- the difference between your *facility account* balance and the credit limit specified in your *agreement* is not enough to honour the transaction; and
- there are enough *available funds* in one or more of the other *Heritage* accounts under the sweep to honour the transaction, pay the fee for the sweep and keep the other account or accounts within balance terms, we can take the necessary funds, to honour the transaction, from one or more of the other *Heritage* accounts and honour the transaction.

The *available funds* in an account are:

- if the account relates to a credit *facility* (like the *facility accounts* covered by this Terms and Conditions) – the difference between the available credit under the *facility* and all amounts debited or to be debited to the account; or
- if the account is a deposit account – the cleared credit balance in the account less the total of all amounts debited or to be debited to the account.

The balance terms for an account are:

- if the account relates to a credit facility (like the *facility accounts* covered by this Terms and Conditions) – the requirement that the debit balance of the account not exceed the credit limit under the *facility*; or
- if the account is a deposit account – the requirement that the account have a credit balance which is at least the minimum operating balance for the account.

## 63. Security

### Cards, cheque books and security tokens

Cards, cheque books and security tokens provide access to your *facility account* and must be kept secure.

You or the Cardholder, *signatory* or token holder must promptly notify us:

- of the loss, theft or unauthorised use of a card, cheque book or security token relating to your Account; or
- if a card or security token is damaged or not working properly; or
- of any situation arising that might reasonably be expected to lead you or the Cardholder, *signatory* or token holder to believe that loss, theft or unauthorised use might occur.

If you are registered for any *SMS Services* you must promptly notify us of the loss or theft of your *Mobile Phone*.

The notification to us can be done:

- at a Heritage branch or mini branch during business hours when the branch or mini branch is open for business or via *Heritage Online*; or
- by phoning 1800 076 037 (from within Australia) or +61 7 4694 9139 (from outside Australia) at any time.

You can also cancel your card or *Mobile Phone* registration via [heritage.com.au](https://heritage.com.au). We may require *recognised instructions* about the notification. If you or a Cardholder, *signatory* or token holder unreasonably delay giving us the notification, you may be responsible for some of the losses occurring as a result of the delay.

### PINs, PANs, OTPs, Heritage Online passwords and token codes

PINs, *PANs*, *OTPs*, Heritage Online passwords and token codes issued by security tokens (we call all of these codes) which can be used to access your *facility account* must be treated as top secret.

You or a Cardholder, *signatory* or token holder to whom we issue a code must:

- if selecting the code, not select a code which someone could easily guess, particularly a code which represents your date of birth or a recognisable part of your name; and
- memorise the code (unless it is a token code); and
- not record or indicate the code on any item that you use to access your *facility account*, such as your card or security token, or on any item kept with or near a related card or security token; and
- take reasonable steps to disguise the code or prevent unauthorised access to the code if it is recorded on any item kept with or near that item; and
- not keep the code in a way that makes it liable to loss or theft with a related card or security token; and
- not tell anyone (even *Heritage* staff or family members) the code; and
- not allow anyone (even *Heritage* staff or family members) to see you or them entering the code; and
- not act with extreme carelessness in failing to protect the security of the code.

The guidelines above will not determine your liability for any losses resulting from unauthorised electronic transactions. Liability for such payments will be determined in accordance with the *ePayments Code*. See clause 74 for more information.

You or the Cardholder, *signatory* or token holder must promptly notify us where there has been a breach of the security of a code.

The notification to us can be done:

- at a Heritage branch or mini branch during business hours when the branch or mini branch is open for business or via *Heritage Online*; or
- by phoning 1800 076 037 (from within Australia) or +61 7 4694 9139 (from outside Australia) at any time.

# Account Management for Business Overdraft and Business Line of Credit Facilities

## 64. Authority to Operate

We may allow you to appoint a *signatory*.

If you appoint a *signatory*, they may be able to transact on accounts under your *member number*, and obtain information from us about those accounts, in the same way you could.

You can appoint, or cancel the authorisation of, a *signatory* at any time by giving us *recognised instructions*.

We will cancel the authorisation of a *signatory* if we are notified that you have died or become mentally incapacitated.

If you appoint an attorney under a power of attorney, we may treat the attorney as a *signatory*. Before we do so, we will usually require you or the attorney to produce a certified copy of the power of attorney and we may also require further evidence to satisfy us, acting reasonably, that the power of attorney is valid and is in force. We will also require the attorney to satisfy our identification procedures. We do not have an obligation to treat your attorney as a *signatory*.

For more information on our identification procedures, see our leaflet Identification for opening new accounts. You can obtain a copy from our website, [heritage.com.au](http://heritage.com.au), by phoning our Contact Centre on 13 14 22 or by calling in to a Heritage branch or mini branch.

## 65. Joint accounts

If you have a *joint account* which can be accessed by a card, any one of the *joint account* holders can transact on the account alone.

If you have a *joint account* which cannot be accessed by a card, you can give us *recognised instructions* whether:

- any one of you can transact on the account alone; or
- two or more of you must transact jointly; or
- all of you must transact jointly.

You can ask us to change these arrangements by giving us new *recognised instructions*.

We will comply with a request by any joint account holder:

- to change the account approval so that all joint account holders must approve any future withdrawals, or
- to suspend the joint account to allow you and the other joint account holder/s time to reach agreement about dispersal of the account funds.

Changing the account approval may change the ways you can transact on your account (for example, you may not be able to transact with a card or online). It may not prevent future withdrawals that occur due to existing direct debit or recurring payment arrangements.

This paragraph does not, for example, apply to an account in a single name but with multiple signatories (e.g. a company account where directors are co-signatories on behalf of the company).

## 66. SMS Services

### Services and registration

We offer the following *SMS* Services:

- *SMS* Security;
- *SMS* Alerts; and
- *SMS* Account Updates

To register for any *SMS* Service (except *SMS* Account Updates) you must be registered for the internet banking service on Heritage

Online. Before you can register for *SMS Alerts*, you must be registered for *SMS Security*.

You can register for any *SMS Service* by completing an application on Heritage Online or by any other means made available by us from time to time.

You must be an account holder to register for *SMS Services*.

We can refuse your application to register for any *SMS Service* at our reasonable discretion.

*SMS Services* may not be available for use on all accounts. Information on eligible accounts and services available will be provided to you at the time of registration or you can obtain this information at any time by visiting [heritage.com.au/smsbanking](https://heritage.com.au/smsbanking)

We may send an *SMS Account Update* in the instance that action is required on your account, for example if your account has been overdrawn and requires funds to bring it back into a positive balance.

### **Your Mobile Phone**

The *Mobile Phone* number that you nominate for use with the *SMS Services* must be an Australian *Mobile Phone* number you have recorded with us.

If you have a *joint account*, each account holder can nominate one Australian *Mobile Phone* number recorded with us.

Your *Mobile Phone* should be for your exclusive use. If your *Mobile Phone* is used by other people, they may receive, or be able to access messages intended for you in connection with the *SMS Services*. It is your responsibility to adequately protect your *Mobile Phone* from unauthorised access. We exclude all liability for any unauthorised access to information delivered to your *Mobile Phone* in connection with any *SMS Services*.

It is your responsibility to ensure that you use a compatible *Mobile Phone* in connection with any *SMS Services*. We are not responsible for any inability of a mobile telephone device to access any *SMS Services* or any loss or damage to a mobile telephone device resulting from your access, use or attempted use of any *SMS Services*.

For your protection, information sent to your *Mobile Phone* in connection with an *SMS Service* will not reveal your full account or card number.

If you travel outside of Australia and wish to access *SMS Services*, you should check with your telecommunications provider that your *Mobile Phone* will be able to use the *SMS* network in those countries in which you are travelling and that you can retain the same *Mobile Phone* number.

Due to the confidential nature of the information delivered as part of the *SMS Services*, you must promptly notify us (in branch, by phoning 13 14 22 or via [heritage.com.au](https://heritage.com.au)) if the phone number for your *Mobile Phone* changes or if your *Mobile Phone* is lost or stolen.

### **Fee information**

A fee applies for *SMS Alerts*- see the Fees and Limits Guide. We do not charge a fee for *SMS Security* or *SMS Account Updates*.

Your *Mobile Phone* telecommunications provider may impose fees and charges for sending and receiving *SMS* messages. Any such fees and charges are your sole responsibility and any queries or concerns should be raised with your telecommunications provider.

### **Suspension, removal and cancellation**

We can suspend or cancel your access to any *SMS Services* at any time without giving you notice and without responsibility for any loss which you suffer as a result.

We can add or remove functions available for use with any *SMS Services* without notice to you. This may include the removal of an *SMS Service* in its entirety.

You can cancel any *SMS Service* at any time by changing your *SMS Services* preferences on Heritage Online or by contacting us on 13 14 22.

## SMS security

If you register for SMS Security, a One Time Password (we call this an OTP) will be delivered by SMS to your *Mobile Phone* when you use Heritage Online to:

- make a payment to a payee for the first time:
  - who is the holder of an account at *Heritage* and to whom a transfer of funds can be made from your *facility account*;
  - who is the holder of an account at an Australian financial institution other than *Heritage* and to whom a transfer of funds can be made from your *facility account*;
- update your SMS Services preferences or other personal contact details recorded with us; or
- make a payment to a special-limit **BPAY** biller for the first time (for more information on special-limit **BPAY** billers visit [heritage.com.au/smsbanking](http://heritage.com.au/smsbanking)).

You will need to enter the OTP as requested on Heritage Online before the transaction or change can be processed.

If you have a *joint account*, the OTP will be delivered to the *Mobile Phone* selected by the account holder at the time of performing the transaction or change.

A maximum daily transaction limit to transactions made through Heritage Online on accounts that are linked to SMS Security – see the Fees and Limits Guide.

The OTP is a secret code. See clause 62 for more information.

You can cancel SMS Security at any time by changing your SMS Services preferences on Heritage Online or by contacting us on 13 14 22.

## SMS Alerts

If you register for SMS Alerts, you can request to receive a message delivered by SMS to your *Mobile Phone* (or by email if you have previously updated your personal contact details to receive communications from us via email) when certain events occur on your nominated accounts.

For information on how to register and the type of alerts available visit [heritage.com.au/smsbanking](http://heritage.com.au/smsbanking)

The information provided via SMS message to your *Mobile Phone* will be current at the time corresponding to the time and date indicated in the SMS message.

SMS Alerts may not be available for use on all accounts. Information on eligible accounts and services available will be provided to you at the time of registration or you can obtain this information at any time by visiting [www.heritage.com.au/SMS](http://www.heritage.com.au/SMS).

SMS Alerts will be available on accounts nominated by you at the time of registration for the service or nominated after registration using Heritage Online or other means made available by *Heritage* from time to time.

You can cancel SMS Alerts at any time by changing your SMS Services preferences on Heritage Online or by contacting us on 13 14 22.

## 67. Dating of transactions

Subject to any applicable requirements of the *National credit code*, we can give a transaction any effective date we consider appropriate.

We will not give a debit transaction an effective date earlier than when the transaction occurred.

We do not have to give a credit transaction an effective date earlier than when we actually received the amount of the transaction. We will give a credit transaction an effective date as soon as practicable after we actually receive the amount of the transaction.



## 68. Adjustments

We can adjust your *facility account*, or transactions on your *facility account*, in order to correctly reflect the legal rights and obligations between you and *Heritage* under your *facility account*. For example, we can do this to correct an error. We can also make consequential adjustments (such as to interest on your *facility account*). The funds in your accounts will also be dealt with in accordance with your rights and our obligations under the Constitution.

## 69. Combining accounts and manual transfer within accounts

We can combine your *facility account* with any other account held with Heritage and People's Choice Limited (including a Heritage branded or People's Choice branded account not covered by this guide) at any time. We can also manually transfer amounts and or the balance of your *facility account* to another of your other accounts held with Heritage and People's Choice Limited (including a Heritage branded or People's Choice branded account not covered by this guide).

If we do one of those things, we will notify you as soon as possible afterwards.

You cannot require us to combine or offset accounts.

## 70. Freezes and holds on your *facility account*

We may place and maintain a freeze on your *facility account*, or a hold on funds in your *facility account* (including some or all of the credit limit), if:

- the law says we can or must; or
- we are aware of a dispute concerning the account or transactions conducted on it; or
- we think you or a cardholder or token holder are or may be exposed to liability or the risk of liability; or
- we have a reasonable belief that another person may have an entitlement to some or all of the funds in the *facility account*; or
- we have a reasonable belief that funds in your *facility account* were transferred or deposited in error; or
- we have a reasonable cause for suspicion or concern in relation to your *facility account* or funds in it; or
- we think it necessary in order to protect our interests.

If we decide to place a freeze or hold on your *facility account*, we can:

- block or suspend all transactions; or
- block or suspend types or categories of transactions.

We are not required to place a freeze or hold on your *facility account* and you cannot require us to do so, unless the law requires that.

You cannot make a claim against us, and you must satisfy a claim anyone else makes against us, because we:

- place a freeze or hold on your *facility account* (or maintain one) or do so in a particular way; or
- did not place a freeze or hold on your *facility account*, or do so in a particular way, when we could have; or
- lift a freeze or hold on your *facility account*.

If we place a freeze or hold on your *facility account* because of a dispute regarding your *facility account*, we may lift the freeze or hold if we are given *recognised instructions* by you and by any other party to the dispute about the operation of the *facility account*.

## 71. Anti-money laundering and counter-terrorism financings

Under anti-money laundering and counter-terrorism financing laws (called AML/CTF laws, such as the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 in Australia), we may be required to:

- collect information about you; and
- disclose information relating to you or your account to Australian and overseas regulators and others; and
- stop, prohibit, delay, block or freeze some transactions; and
- close your account or deal with it in a way required by the AML/CTF laws; and
- take other actions required by the AML/CTF laws.

You promise us that you will not breach any AML/CTF laws in relation to your account, and nor will any *signatory*, cardholder or token holder.

You agree that if we think that the AML/CTF laws require us to take an action regarding you or your account:

- we can take that action (regardless of anything else in the *agreement*); and
- you cannot recover from us any loss or expense resulting from our doing so.

You also agree that if anything that you or a cardholder, token holder or *signatory* do in relation to your account exposes us to a liability under AML/CTF laws, you will satisfy that liability.

## 72. Memberships in dispute

If you are not a single individual (for example, if your account is a *joint account* or is held in the name of a company or other organisation), we may activate our memberships in dispute process if:

- you have a *joint account* and one of you tell us that there is a dispute between two or more of you by completing our Membership Freeze Request Form; or
- your account is held in the name of a company or other organisation and an officeholder of the organisation or a *signatory* tells us that there is a dispute by completing our Membership
- we decide for other reasons that our memberships in dispute process should be activated.

If you or a *signatory* ask us to activate our memberships in dispute process, we will normally require *recognised instructions*.

If we activate our memberships in dispute process, then for all accounts under your *member number*:

- we may require written authorisation from all parties to the dispute or a court order before agreeing to any change to the method of operation; and
- debit transactions on your account (both in relation to funds presently in your account and also in relation to funds subsequently deposited) will require written authorisation from all parties to the dispute, except as noted in the proviso in the Membership Freeze Request Form; and
- we may give written notification to the members and any signatories that your account has been frozen and how this affects the operation of the account; and
- we may cancel all cards attached to your account (but manual card transactions can still be debited to your account); and
- we may cancel the ability for you or a *signatory* to transfer funds or make **BPAY** payments through Heritage Online and Heritage Access Line; and
- we may dishonour any cheques drawn on your account and presented with only one signature (and we may charge dishonour fees); and
- we may dishonour any direct debit transactions on your account (and we may charge dishonour fees); and
- we will cancel any current instructions authorising a *signatory*; and
- we can modify the operation of your account in other ways; and
- you will still be liable for transactions on your account; and
- we can cancel the application of the memberships in dispute process to the accounts under your *member number* at any time afterwards.

You cannot make a claim against us, and you must satisfy a claim anyone else makes against us, because we:

- activate our memberships in dispute process or do it in a particular way; or
- allow or honour a debit transaction on your account after our memberships in dispute process is activated; or
- cancel the application of the memberships in dispute process under your *member number*.

## 73. Resolving Complaints

### Your complaint matters

If you are unhappy with your Heritage experience and would like to make a complaint, there are a number of ways to let us know:

- Visit your nearest branch or our Business Banking Centre
- Call us on 1800 797 799 (free call) or speak to your Business Banking Manager
- Email us at [complaints@heritage.com.au](mailto:complaints@heritage.com.au)
- Write to us at Reply Paid 190, Toowoomba QLD 4350
- Go to [heritage.com.au/complaints](https://heritage.com.au/complaints) to submit online

### What happens when you make a complaint?

- We will acknowledge your complaint promptly, either verbally or in writing, and do our best to resolve it straight away.
- We aim to resolve all complaints **within 21 days**, especially if it involves financial hardship, a default notice or notice to postpone enforcement proceedings. However in some cases it may take up to 30 days.
- Your complaint may take a little longer to assess if we need more information or if your complaint is complex.
- In all cases, we'll keep you updated on the progress.
- If we can't resolve your complaint within 5 business days we will provide our final response in writing.
- We may refer your complaint to our Complaints Resolution Team who will work with you to provide an outcome. If this happens, we'll let you know and give you the direct contact details for the staff member who will be managing your complaint.

### Accessibility

Heritage can provide you with information about how we manage complaints in alternative formats and languages upon request.

If you have a hearing or speech impairment, you can access additional support through the National Relay Service on 1300 555 727. Heritage also offers a free interpreter service for our members.

### The Australian Financial Complaints Authority (AFCA)

If you are not satisfied with our response, you may lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides free and independent financial services complaint resolution and can be contacted on:

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

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

**Phone:** 1800 931 678 (free call)

**Mail:** GPO Box 3, Melbourne VIC 3001

Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires.

## 74. Terminating the *agreement*

### Termination by you

You can terminate the *agreement* at any time by:

- paying out the account balance plus accrued interest and fees and charges; and
- asking us to close your *facility account* by giving us *recognised instructions*.

When you ask us to close your *facility account*, you must also:

- return to us each card issued on your *facility account*; and
- return to us any cheque book issued on your *facility account*; and
- meet any other requirements set out elsewhere in the *agreement*.

### Termination by us

We can terminate the *agreement* at any time in accordance with the conditions set out in the *agreement*.

If we terminate the *agreement*, the account balance plus accrued interest and fees and charges is payable by you to us when we demand it. A statement of account is one way we can demand payment.

### **Effect of termination**

If the *agreement* is terminated:

- you must cancel any direct debit authority attached to your *facility account* (by contacting the debit user concerned); and
- you must cancel any periodical payment attached to your *facility account*; and
- you must return to us each card issued on your *facility account*; and
- you must return to us any cheque book issued on your *facility account*; and
- the *agreement* continues to apply, as far as it can sensibly be applied; and
- we can either transfer any credit balance in your *facility account* to another account (including an account of a type not covered by this Guide) that you have with *Heritage*, or send you a cheque for the amount of the credit balance, and in either of those cases we have no further liability to you for the credit balance.

After the *agreement* has been terminated:

- you are still responsible for transactions which are charged to your *facility account* (or which could have been charged to your *facility account* if it was still open); and
- we can charge interest and fees and charges relating to those transactions as if your *facility account* was still open; and
- we may continue to keep your *facility account* open for the purpose of processing those transactions, interest, fees and charges (and payments made by you for them).

## **75. Liabilities**

This section applies in addition to, and is separate from, any other processes or rights available through a card scheme's chargeback rules.

### **Responsibility for certain breaches etc**

You and not *Heritage* are responsible for the consequences, including any resulting loss or expense, except to the extent that the resulting loss or expense arise from the mistake, error, fraud, negligence or wilful misconduct of *Heritage* (or its officers, employees, contractors, agents or receivers appointed by *Heritage* in respect of security property), if:

- you or a *signatory*, cardholder or token holder use or transact on your *facility account*; or
- you or a *signatory*, cardholder or token holder breach the *agreement*; or
- you or a *signatory*, cardholder or token holder act negligently or fraudulently; or
- you or a *signatory*, cardholder or token holder initiate a transaction that is dishonoured, returned or cannot be processed; or
- you or a *signatory*, cardholder or token holder breach any law or legal obligation (including a legal obligation arising under the common law); or
- we exercise our rights under the *agreement* or under any law or legal principle (including a legal principle arising under the common law).

If we suffer any loss or expense from any of those things, you agree to satisfy that loss or expense except where this arises from the mistake, error, fraud, negligence or wilful misconduct of *Heritage*, its employees or its agents.

### **Responsibility for problems including those outside our control**

You agree that you and not *Heritage* are responsible for the consequences, including any resulting loss or expense, except to the extent that the resulting loss or expense is caused by our mistake, error, fraud, negligence or wilful misconduct (including that of our officers, employees, contractors, agents or receiver), if:

- you or a *signatory* make any error when entering data or giving us information to identify the payee, account or recipient of a payment or funds transfer or in specifying the amount of the payment or funds transfer; or
- Heritage Online or Heritage Access Line is unavailable or there is a delay or error in the execution of any transaction, instruction or request for information because of the failure of a communication network or ancillary equipment not controlled or provided by *Heritage*; or
- a transaction is initiated through Heritage Online or Heritage Access Line, over the counter or in some other way and we process

the transaction by reference only to the BSB and account number entered by you or provided to us and it later turns out that either of those details was wrong; or

- there is a failure or error in your own hardware (including computer equipment or a telephone) or software used to access Heritage Online or Heritage Access Line; or
- there is a corruption of data or error to or with your hardware (including computer equipment or a telephone).

If we suffer any loss or expense from any of those things, you agree to satisfy that loss or expense.

You also agree that you and not *Heritage* are responsible for the consequences, including any resulting loss or expense, if something else occurs which was beyond our reasonable control, except to the extent that the resulting loss or expense is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

### **Responsibility for unauthorised transactions**

An unauthorised transaction is a transaction which is not authorised by you or a cardholder or signatory.

Therefore, a transaction carried out by you or a cardholder or signatory or with your or a cardholder's or signatory's knowledge and consent is not an unauthorised transaction.

Heritage will treat any transaction carried out by a cardholder or signatory as authorised by you unless, before the transaction, you have instructed us to cancel that cardholder's or signatory's right to transact on your account and any card held by them is destroyed.

### **Business accounts**

#### **BPAY**

If you have a business account, you will be responsible for any unauthorised transaction if you or a cardholder or *signatory* caused or contributed to the unauthorised transaction occurring by:

- breaking any of these terms and conditions about cards, cheque books, passbooks or codes; or
- carelessness or negligence; or
- breaking any rules for the security of cards, cheque books, passbooks or codes that we have issued to you or the cardholder or *signatory* concerned.

### **Mistaken internet payments**

If you report to us that an inter-bank transfer made by you was a mistaken internet payment, the following will apply:

- We will investigate whether a mistaken internet payment has occurred within 5 business days of receiving your report.
- If you report the mistake within 10 business days of making the payment, and there are sufficient credit funds available in the account of the unintended recipient, and both we and the other financial institution (at which the relevant account to which the mistaken internet payment was made is held) are satisfied that a mistaken internet payment occurred, then the other financial institution must return the funds to us within 5 to 10 business days of receiving a request. We will then return the funds to you as soon as practicable.
- If you report the mistaken payment between 10 business days and 7 months of making the payment, and there are sufficient credit funds available in the account of the unintended recipient and we are satisfied that a mistaken internet payment has occurred, the other financial institution must complete its investigation within 10 business days of receiving a request. If, after completing its investigation, the other financial institution is satisfied that a mistaken internet payment occurred, it must prevent the unintended recipient from withdrawing the funds mistakenly paid for 10 further business days. The other financial institution must notify the unintended recipient that it will withdraw funds in the amount of the mistaken internet payment if the unintended recipient does not establish that they are entitled to the funds within 10 business days. If the unintended recipient does not establish that they are entitled to the funds within 10 business days, the other financial institution must return the funds to us within a further 2 business days. We will then return the funds to you as soon as practicable.
- If you report a mistaken internet payment after 7 months of making the payment, and there are sufficient credit funds available in the account of the unintended recipient, and both we and the other financial institution are satisfied that a mistaken internet payment occurred, the other financial institution must seek the consent of the unintended recipient to return the funds mistakenly paid. If the unintended recipient consents to the return of funds, the other financial institution must return the funds to us. We will then return the funds to you as soon as practicable.
- If you report the mistaken internet payment and we are satisfied that a mistaken internet payment occurred but the other financial institution is not satisfied that a mistaken internet payment occurred but there are sufficient credit funds available in the account

of the unintended recipient, the other financial institution may seek the consent of the unintended recipient to return the funds mistakenly paid. If the unintended recipient consents to the return of the funds, the other financial institution must return the funds to us and we will return the funds to you as soon as practicable.

- If you report the mistaken internet payment and both we and the other financial institution are satisfied that a mistaken internet payment occurred but there are not sufficient credit funds available in the account of the unintended recipient to the full value of the mistaken internet payment, the other financial institution must exercise discretion based on an appropriate weighting of your interests and that of the unintended recipient and the information reasonably available to the other financial institution about the circumstances, in determining whether the other financial institution should pursue the return of funds to the total value of the mistaken internet payment, pursue the return of funds representing only a partial amount of the total value of the mistaken internet payment, or not pursue any return of funds (whether partial or total). If the other financial institution determines it is necessary to pursue the return of funds to the total value of the mistaken internet payment, it must use its reasonable endeavours to retrieve the funds from the unintended recipient for return to you (for example, by facilitating repayment of the funds by the unintended recipient by instalments).
- If you report the mistaken internet payment and we are not satisfied that a mistaken internet payment occurred, we will not take any further action and you will be liable for the loss arising from the mistaken internet payment.
- We will inform you of the outcome of a reported mistaken internet payment and details on how you may complain about how we have dealt with your report of the mistaken internet payment, in writing within 30 business days of the day on which the report is made.
- The above conditions apply in reverse to the extent you receive funds from another person and are not the intended recipient.
- Telegraphic transfers, BPAY payments and PayTo payments are not mistaken internet payments covered by the ePayments Code.

### **Some limits on our liability**

Except as described in this condition 74, we are not liable for any consequential loss you suffer as a result of having an account or using any service related to your account (such as the payment services and access methods in this Guide), unless resulting from a malfunction of *Heritage's* electronic funds transfer system or equipment, or to the extent caused by *Heritage's* fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

Also, if we are liable under a law for breaching a condition or warranty imposed by the law in relation to financial services that are not ordinarily acquired for personal, domestic or household use, our liability for the breach of the condition or warranty is limited to supply the services again or paying the cost of having the services supplied again (whichever we choose).

However, we will not rely on either of those principles if to do so would be inconsistent with an applicable provision of a law or of an industry code (such as the *ePayments Code*) to which we subscribe.

### **When can our rights be exercised?**

We can exercise our rights under the *agreement* or under any law or legal principle (including a legal principle arising under the common law) whenever we choose.

We will not be prevented from exercising those rights, nor will we have to wait to exercise those rights or exercise them in any particular way, just because:

- we have not exercised the rights before, even though we could have; or
- we have waited before exercising the rights; or
- we have exercised the rights differently before.

## **76. Other Matters**

### **National credit code**

If the *National credit code* applies in relation to the *agreement* and a provision in the *agreement* is invalid under the *National credit code*:

- the provision is to be read in any available way that means it is still effective but is not made invalid by the *National credit code*; or
- if that cannot be done, the *agreement* applies as if the invalid provision was not in it.

## Industry codes

We undertake to comply with the *ePayments Code* and the *Customer Owned Banking Code of Practice* in our dealings with you:

- from the date we become a subscriber to each of those codes; and
- to the extent that each of those codes applies in relation to our dealings with you.

## Privacy

*Heritage* has a privacy policy which is available in brochure format or can be accessed on our website at [heritage.com.au](http://heritage.com.au) by clicking on the 'Privacy Policy' link at the bottom of the page. *Heritage* also has a Privacy Acknowledgment and Consent which you will receive a copy of as part of a credit application.

By becoming a member of *Heritage* and opening an account, you consent to the collection, use, disclosure and handling of your personal information as contemplated by *Heritage's* Privacy Policy, Privacy Commitment and Privacy Acknowledgment and Consent.

## Your legal relationship with Heritage

These terms and conditions do not exclusively govern your legal relationship with *Heritage*.

The following table tells you how other things governing your legal relationship with *Heritage* interact with these terms and conditions.

Item	How it interacts with these Terms and Conditions
Laws	If a law makes anything in these terms and conditions invalid or ineffective, the law overrides these terms and conditions to that effect.
ePayments Code or other industry code	If <i>Heritage</i> or you have a right or obligation under the ePayments Code or another industry code adopted by <i>Heritage</i> , it overrides anything inconsistent in these terms and conditions.
Constitution	If <i>Heritage</i> or you have a right or obligation under the Constitution, it overrides anything inconsistent in these terms and conditions.
Common Law	If <i>Heritage</i> has a right or you have an obligation under the common law, that right or obligation applies unless these terms and conditions have excluded or modified it.

## How we will communicate with you

We can send letters, circulars, account statements and other written material to you:

- at a postal, residential or business address that we have recorded for you; or
- at a postal, residential or business address that we believe is then your current postal, residential or business address; or
- by fax to a fax number that you have given us to send faxes to you; or
- by electronic notification to your nominated electronic address, electronic equipment or device or by being made available for retrieval from our website by electronic communication (but if the use of this method is restricted by law or by the *ePayments Code*, we will only use this method if you have agreed and if we follow any applicable requirements under the *ePayments Code*).

## Change of address and other details

You must promptly tell us, by giving us *recognised instructions*, if there is a change in your or a *signatory's*, cardholder's or token holder's:

- postal, residential or business address; or
- phone number or fax number; or
- name; or
- signature.

If there is a change in your or a *signatory's*, cardholder's or token holder's name or signature:

- we can require the provision of evidence to substantiate the change; and
- we will only recognise the change if we are satisfied by that evidence and the law allows us to; and
- if we do recognise the change, we may do so in a way that affects all accounts operated under the *member number* for you or the *signatory*, cardholder or token holder as well as under all other accounts for which you or they are a *signatory* or cardholder or token holder.

## No offset

You cannot offset the balance of your *facility account* against the balance of any other account you have with *Heritage* (including one of a type not covered in this Guide), unless you have a right which cannot be excluded at law.

Likewise, you cannot offset the balance of another account you have with *Heritage* (including one of a type not covered in this Guide) against the balance of your *facility account*, unless you have a right which cannot be excluded at law.

## Trust accounts

If you hold your *facility account* as a trustee, you promise us that in entering into the *agreement* and transacting on the *facility account* (and in authorising signatories, cardholders) you:

- have the power to do those things, as well as to bind yourself to these terms and conditions; and
- do so for the benefit of the trust and any beneficiaries of the trust.

## Non-personal Accounts

A non-personal account is an account in the name of a company, association, partnership, business name, club or other name that is not the name of an individual or the names of two or more individuals.

If you have a non-personal account:

- you will be bound by the acts of your officials according to the following table; and
- we can treat your official or your officials (acting together, if there are more than one) at any time as having your authority to give us *recognised instructions*, and generally to deal with us, regarding your account.


If you are...	Your officials are...
<b>a company</b>	the directors of the company according to: <ul style="list-style-type: none"><li>• a search of the records of the Australian Securities &amp; Investments Commission; or</li><li>• other evidence that we consider sufficient</li></ul>
<b>someone who has opened your account under a business name</b>	the person or persons carrying on business under that business name according to: <ul style="list-style-type: none"><li>• a search of the records of the relevant register of business names; or</li><li>• other evidence that we consider sufficient</li></ul>
<b>an incorporated association</b>	the members of the management committee of the incorporated association according to: <ul style="list-style-type: none"><li>• a search of the records of the Office of Fair Trading (if the association is incorporated in Queensland) or the equivalent office (if the association is incorporated elsewhere); or</li><li>• other evidence that we consider sufficient</li></ul>
<b>an unincorporated association</b>	the members of the management committee of the unincorporated association according to evidence that we consider sufficient



## Find out more

 Drop into your nearest Heritage branch

 Visit [heritage.com.au](https://heritage.com.au)

 Call 13 14 22

 Connect with us

**Facebook:** [facebook.com/heritage](https://facebook.com/heritage)

**Twitter:** [@heritagebank](https://twitter.com/heritagebank)

**YouTube:** [youtube.com/HeritagePeopleFirst](https://youtube.com/HeritagePeopleFirst)

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**Heritage Bank**

*People first.*

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