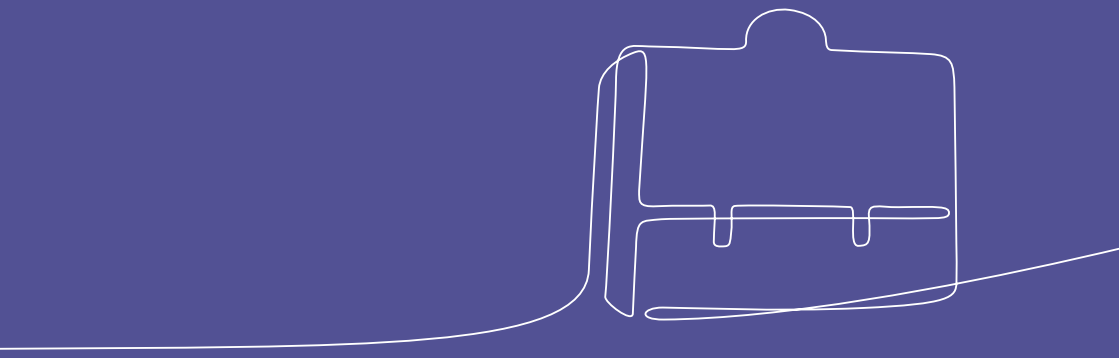
Bank of Melbourne

Business accounts and payment services.

Fees and charges and how to minimise them.
Terms and conditions, and general information.

Effective date 1 September 2025



This booklet sets out the terms and conditions applying to our transaction and savings accounts listed in Part A that are available for business customers.

Different accounts have different features. The features that apply to our accounts are set out in Part A.

Separate terms and conditions apply to other banking services we offer, such as Internet and Phone Banking, Business Banking Online, or any linked business lending facility.

This is only general information – it does not take your circumstances into account. Read this booklet carefully and consider which product is right for you before making a decision.

If you would like to find out more, you can contact us at any time:

You've got questions? We've got time to talk.

Give us a call on **13 22 66**
8.00am to 8.00pm
Monday to Saturday

Pop into a **branch near you**

Visit **bankofmelbourne.com.au**

Accessibility support.

If you are deaf, hard of hearing, or have speech/communication difficulty, you can message us within the Bank of Melbourne App or communicate with us using the **National Relay Service**.

If English is not your preferred language, contact us and a banker can arrange a language interpreter.

Visit **Bank of Melbourne Accessibility** for further information on our more accessible products and services for people with disability, who are neurodivergent or where English is not your preferred language.

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Part A – Fees and charges and how to minimise them.

Tips for minimising fees and charges.

Plan your banking.

If a free transaction allowance applies to your account, try to limit the number of transactions to stay within the allowance.

Use electronic banking.

Staff assisted transactions usually cost more.

Choose a suitable account.

We have a wide range of accounts designed to suit different business needs. Talk to us if your banking needs change.

Business accounts	
Freedom Business Account	An everyday business transaction account, ideal for businesses with a low number of transactions each month
Business Cheque Account Plus	An everyday business transaction account, ideal for businesses with a high number of transactions each month
Business Access Saver	A business savings account that allows you to set money aside for payments such as GST and tax
Corporate accounts	
Business Cheque Account	A corporate business transaction account designed for select relationship managed customers on master mandates
Call Deposit Account	A savings account designed for select relationship managed customers on master mandates
Specialist industry accounts	
Statutory trust accounts	Professional trust accounts for customers such as: • Solicitors and law practices • Real estate agents • Conveyancers
Society Cheque Account	Low cost banking for non-profit organisations, including schools, charities, community and sporting groups, and government agencies.

Business accounts – Features.

		Freedom Business Account	Business Cheque Account Plus	Business Access Saver
Account features	**Further details**	**Transaction account**	**Transaction account**	**Electronic access savings account**
Fee-free everyday business banking allowances		✓	✓	×
Eligibility criteria		Business Customers only	Business Customers only	Business Customers only
Interest paid	Clause 7	×	Monthly. Tiered interest is paid on certain balances	Monthly. Tiered interest is paid on certain balances
Statements	Clause 21	Six monthly, or more frequently on request	Six monthly, or more frequently on request	At least every six months
Overdraft option[1]		✓	✓	✓
Linked transaction account	Clause 9	Not required	Not required	Required for electronic access
SMS and email alerts		✓	✓	✓
Using your account				
Internet banking/BBO		✓	✓	✓
Phone banking		✓	✓	✓
Card access[2]	Clause 8.9	✓	✓	×
Cheque book	Clause 11	× Cheque book access is not available for new accounts opened on or after 19 May 2025. For accounts opened before 19 May 2025, customers can order a cheque book by calling us.	× Cheque book access is not available for new accounts opened on or after 19 May 2025. For accounts opened before 19 May 2025, customers can order a cheque book by calling us.	×
Periodical payments, direct debits, recurring payments and PayTo® payments	Clause 12	✓	✓ (except recurring payments)	Direct credits only
Agency banking		✓	✓	×

1. Additional conditions, fees and credit criteria apply to business overdraft facilities. These are set out in the terms and conditions that apply to your overdraft.

2. Not all types of cards may be available on all accounts.

Business accounts – Everyday banking fees and charges.

	Freedom Business Account	Business Cheque Account Plus	Business Access Saver
Account-keeping fee (formerly known as 'Monthly account-keeping fee')	$10.00	$20.00	Nil
Minimum monthly balance to avoid Account-keeping fee	NA	NA	NA
Transaction fees Unlimited transactions (these transactions do not count towards any monthly transaction allowance, although daily transaction limits may apply)			
Internet banking/BBO[1]	Nil	Nil	Nil
Phone banking[1]	Nil	Nil	Nil
Business Visa Debit Card[1]	Nil	Nil	NA
eftpos	Nil	Nil	NA
Bank@Post™	Nil	Nil	NA
Direct credit	Nil	Nil	Nil
Direct debit	Nil	Nil	NA
Monthly allowance fees Payable for each transaction after the monthly fee-free transaction allowance is exceeded			
Monthly fee-free transaction allowance	5	25	Nil
Staff assisted transactions	$3.00	$3.00	$3.00
Cheque clearing (withdrawal)	$3.00	$3.00	NA
Cheque clearing (deposit)	$3.00	$3.00	NA
Agency	Nil	Nil	NA

Business accounts – Everyday banking fees and charges. (continued)

	Freedom Business Account	Business Cheque Account Plus	Business Access Saver
Collection items fees Payable for each transaction after the monthly fee-free collection items allowance is exceeded			
Monthly fee-free collection items allowance	Nil	Nil	Nil
Collection items (including cheque deposits)	$3.00	$3.00	$3.00

1. Additional charges may apply for foreign currency conversion and special services.

Corporate accounts – Features.

		Business Cheque Account	Call Deposit Account
Account features	**Further details**	**Transaction account**	**Savings Account**
Fee-free everyday business banking allowances		✓	×
Eligibility criteria		Select relationship managed customers on Master Mandates	Select relationship managed customers on Master Mandates
Interest paid	Clause 7	Monthly. Tiered interest is paid on certain balances	Monthly. Tiered interest is paid on certain balances
Statements	Clause 21	Six monthly, or more frequently on request	Six monthly, or more frequently on request
Overdraft option[1]		✓	×
Linked transaction account		Not required	Not required
SMS and email alerts		×	×
Using your account			
Internet banking/BBO		✓	✓
Phone banking		✓	✓
Card access[2]	Clause 8.9	×	×
Cheque book	Clause 11	× Cheque book access is not available for new accounts opened on or after 19 May 2025. For accounts opened before 19 May 2025, customers can order a cheque book by calling us.	×
Periodical payments, direct debits, and recurring payments	Clause 12	✓ (except recurring payments)	✓ (except recurring payments)
Agency banking		✓	✓

1. Additional conditions, fees and credit criteria apply to business overdraft facilities. These are set out in the terms and conditions that apply to your overdraft.

2. If customers have an existing card, they will be able to continue using the card in accordance with clause 8.9.

Corporate accounts – Everyday banking fees and charges.

	Business Cheque Account	Call Deposit Account
Monthly account-keeping fee	$10.00	Nil
Transaction fees	Payable for each transaction after the monthly fee-free transaction allowance is exceeded	Monthly fee-free transaction allowances do not apply to Call Deposit Account
Monthly fee-free transaction allowance	5	Nil
Internet banking/BBO[1]	Nil	Nil
Phone banking[1]	Nil	Nil
RTGS[1]	Nil	Nil
Business Visa Debit Card[1]	Nil	NA
eftpos	Nil	NA
Bank@Post™	Nil	Nil
Direct credit	Nil	Nil
Direct debit	Nil	Nil
Staff assisted transactions	$3.00	$3.00
Cheque clearing (withdrawal)	$3.00	$3.00
Cheque clearing (deposit)	$3.00	$3.00
Collection items fees		
Monthly fee-free collection items allowance	Nil	Nil
Collection items (including cheque deposits)	$3.00	$3.00

1. Additional charges may apply for foreign currency conversion and special services.

Specialist industry accounts – Statutory trust – Features.

		Statutory trust accounts (Business)[1]
Account features	**Further details**	
Eligibility criteria	Clause 6.1	For businesses who are required by law to deposit funds held on behalf of their clients into a trust account with a financial institution including: – Real Estate Agents; – Solicitors; and – Conveyancers.
Interest paid	Clause 7	Paid to statutory body
Statements	Clause 21	Monthly
Linked transaction account	Clause 15.1	Required for debiting of fees and charges
SMS and email alerts		✓
Using your account		
Internet banking/BBO	Clause 15.1	Statutory accounts must only be operated in accordance with relevant statutory requirements
Phone banking		
Card access[1]		
Cheque book		
Periodical payments, direct debits and PayTo payments		
Agency banking		

1. Not all types of cards may be available on all accounts. No new cards (other than replacement cards) will be issued for existing Corporate statutory trust accounts. If customers have an existing card, they will be able to continue using the card in accordance with clause 8.9.

Specialist industry accounts – Statutory trust – Everyday banking fees and charges.

	Statutory trust accounts (Business)	
Account-keeping fee (formerly known as 'Monthly account-keeping fee' for Business accounts)/ Monthly account-keeping fee (for Corporate accounts)	$6.00	
Monthly allowance fees Payable for each transaction after the monthly fee-free transaction allowance is exceeded		
Monthly fee-free transaction allowance	5	
Internet banking/BBO[1]	Nil	Not all methods of access may be permitted for statutory trust accounts
Phone banking[1]	Nil	
RTGS[1]	NA	
Business Visa Debit Card[1]	NA	
eftpos	Nil	
Bank@Post™	Nil	
Direct credit	Nil	
Direct debit	Nil	
Staff assisted transactions	$3.00	
Cheque clearing (withdrawal)	$3.00	
Cheque clearing (deposit)	$3.00	
Agency	Nil	
Collection item fees Payable for each collection item after the monthly fee-free collection items allowance is exceeded		
Monthly fee-free collection items allowance	Nil	
Collection items (including cheque deposits)	$3.00	

1. Additional charges may apply for foreign currency conversion and special services.

Specialist industry accounts – Society Cheque Account – Features.

		Society Cheque Account (Business)
Account features	**Further details**	
Fee-free everyday business banking allowances		×
Eligibility criteria	Clause 6.1	Non-profit organisations only. Approval of application is at the discretion of the Bank.[1]
Interest paid	Clause 7	Monthly. Tiered interest is paid on certain balances
Statements	Clause 21	At least every six months
Overdraft option		×
Linked transaction account		Not required
SMS and email alerts		✓
Using your account		
Internet banking/BBO		✓
Phone banking		✓
Card access		Deposit Only card
Cheque book	Clause 11	× Cheque book access is not available for new accounts opened on or after 19 May 2025. For accounts opened before 19 May 2025, customers can order a cheque book by calling us.
Periodical payments, direct debits and PayTo payments	Clause 12	✓
Agency banking		×

Specialist industry accounts – Society Cheque Account – Everyday banking fees and charges.

	Society Cheque Account (Business)
Account-keeping fee (formerly known as 'Monthly account-keeping fee')	Nil
Transaction fees	
Internet banking/BBO[2]	Nil
Phone banking[2]	Nil
Business Visa Debit Card[2]	NA
eftpos	NA
Bank@Post™	Nil
Direct credit	Nil
Direct debit	Nil
Staff assisted transactions	Nil
Cheque clearing (withdrawal)	Nil
Cheque clearing (deposit)	Nil
Agency	NA
Collection items (including cheque deposits)	Nil

1. We may, at any time, exercise our discretion to not approve an application and/or proceed with the opening of a Society Cheque account where any documentation provided is incomplete and/or not to our reasonable satisfaction.

2. Additional charges may apply for foreign currency conversion and special services.

More about fees and charges that may apply to your account.

Account-keeping/Monthly account-keeping fee.

Where an Account-keeping fee (formerly known as 'Monthly account-keeping fee' for Business accounts) or a Monthly account-keeping fee (for Corporate accounts) is payable for your account, it is charged on the last day of the month for each month in which your account is open.

For some accounts the Account-keeping/Monthly account-keeping fee is not charged if the balance of your account during the month (or, for some accounts, the average balance for the month) does not fall below a minimum amount.

If you have an overdraft facility on your account, a line fee may apply instead of the Account-keeping/Monthly account-keeping fee. Line fees (and other credit fees and charges) are set out in the terms and conditions of your credit contract.

If you would like interest, fees and charges to be applied (e.g. redirected) to another eligible Bank of Melbourne deposit account or make any changes to how interest, fees and charges are applied, please visit one of our branches or call us on 13 82 66.

Transaction allowances.

Many accounts have fee-free transaction allowances for certain everyday banking fees and charges, such as a:

- Monthly fee-free transaction allowance; or
- Monthly fee-free collection items allowance.

You are charged a fee for each transaction that is not included in an applicable fee-free transaction allowance, or that is in excess of your allowance.

In some cases, everyday business banking transactions that are free may still count towards your Monthly fee-free transaction allowances.

Collection items and collection items allowances are separate from the fees and charges and allowances that apply to other everyday banking transactions.



In some cases more than one everyday banking fee or charge may apply to a banking service we provide.

For example, if you deposit 2 cheques at a branch, this will count as:

- 2 Collection items; and
- 1 Staff assisted transaction.

ATMs.

You will need card access to your account to use and access ATM features.

What you can do	• Check your balance • Withdraw funds Other features may be available at select ATMs (e.g. making deposits). ATM features are subject to change. Refer to the ATM device you're using, visit **bankofmelbourne.com.au/ouratms** or visit your local branch for more details.
Limits or restrictions	Limits or restrictions may apply to: • Daily cash withdrawal limit • Minimum withdrawal, subject to note denominations and cash availability Other restrictions may also apply at non-Westpac Group branded ATMs, which should be disclosed at the specific ATM device.
Fees that may be charged	• ATM operator fees may apply (disclosed on-screen at the time of the transaction) when you access your accounts at non-Westpac Group branded or non-Westpac Group partner ATMs (including overseas bank ATMs). This fee will be debited on the day (or next business day) of the transaction and itemised separately on your statement. • Overseas withdrawal fee: $5.00 (Nil for cash withdrawals from Global ATM Alliance ATMs). • An overseas withdrawal fee is charged on the last business day of the month in which the transaction occurred and is in addition to any foreign currency conversion fee. • Some overseas banks may apply a surcharge for withdrawals (which should be brought to your attention before proceeding with the transaction) which will be added to the withdrawal amount, converted to Australian dollars, and debited from your account as one transaction. • Overseas withdrawal fees are not charged for balance enquiries or cash withdrawals made at Global ATM Alliance ATMs. To find an overseas ATM that is part of the Global ATM Alliance, visit **bankofmelbourne.com.au/atmalliance**

Everyday banking fees and charges	
Agency	Transactions made using an electronic terminal at an agency (excluding Bank@Post™).
Bank@Post™	Use of Bank@Post™ to make a transaction. No fee applies for this service on a Business account. Fee applies for a Corporate account.
Business Banking Online	Transactions made through the internet using Business Banking Online.
Cheque clearing (withdrawals)	For any cheque drawn on your account.
Cheque clearing (deposits)	For deposits to your account made at a financial institution other than us (such as when you deposit a cheque for the credit of your account at another bank, including at a Westpac branded branch).
Collection item	Deposit of any cheque or merchant envelope (each cheque and merchant envelope is counted as a separate collection item). A Collection item fee is charged in addition to any other fees payable in relation to the transaction (such as a Staff assisted fee for the deposit).
Direct entry (credit or debit)	Direct entry transactions (such as a direct credit or direct debit) processed to your account.
eftpos	Transactions that are made using a Card at a POS terminal or online (other than Visa Debit transactions).
Internet banking	Transactions made through the internet using Internet Banking (including BPAY®, Osko® transactions and PayTo payments).

Everyday banking fees and charges	
Phone banking	Transactions made by phone using our automated Phone Banking system, but not for transactions carried out by our staff during phone discussions with you (these are Staff assisted transactions – see below).
RTGS	Real Time Gross Settlement transactions.
Staff assisted	Transactions made through Bank of Melbourne, St.George, BankSA staff, or staff of a branch agency, including over-the-counter transactions and processing of cash or cheques deposited using a Business Express Deposit Bag. Additional transaction fees may be payable depending on the nature of the transaction (such as Collection item fees for depositing a cheque at a branch).
Visa Debit transactions	Transactions that are: • made using your Visa Debit Card where you press the "credit" or "Visa Debit" option at a point-of-sale terminal; • contactless and processed through Visa; or • made using your card number and processed through Visa.
Unless stated otherwise, the fees and charges in this table become payable at the time the transaction they relate to is carried out, and are debited on the last day of the month in which the fee or charge became payable.	

Not all banking services are available for all accounts.

BPAY® and Osko® are registered to BPAY Pty Ltd ABN 69 079 137 518

Other account fees and charges.

The following fees and charges apply for transactions that are additional to the everyday business banking transactions set out earlier, and are debited when we process the transaction to your account.

Fee-free allowances do not apply to these account services. More than one fee may be payable in relation to a particular transaction (such as an overseas periodical payment made by telegraphic transfer).

Account service (not all account services may be available for your account)	**Amount**
Alerts Services • SMS Alert Fee *Usage fee applying per SMS to all SMS Alert Services* • **Email Alert Fee** • **Dishonour Alert Facility Fee** *Subscription fee charged monthly*	 Nil Nil $2.00
Duplicate account statement • Business accounts • Corporate accounts	 Nil $2.00 per statement
Issue of Deposit Only Card	$2.20 per card
Cash advance made over-the-counter at any Australian Financial Institution	$3.70
Foreign currency conversion fee	3% of the AUD transaction amount

Account service (not all account services may be available for your account)	**Amount**
Periodical payment • Business accounts • Corporate accounts *Periodical payments between accounts held with Bank of Melbourne, St.George or BankSA are free*	 Nil $4.00
Overseas periodical payment	$10.00 *(plus telegraphic transfer fees)*
Periodical payment, direct debit or outward cheque dishonour fee	Nil
Overdrawn fee (formerly known as 'Payment honour fee') (for Business accounts)/Payment honour fee (for Corporate accounts) *Payable each day you make a transaction that:* • overdraws your account or increases the amount already overdrawn; • is a withdrawal against uncleared funds; or • exceeds the available funds in the account at the time of the transaction. *The fee is debited to your account on the first Business Day after the event occurs.*	$15.00 *(charged once each day)*
Stopping payment on a cheque at your request *Single cheques, or multiple cheques in the same sequence within a cheque book.* • **Staff assisted** • **Requested using Internet or Phone Banking**	 $15.00 $8.00

Account service (not all account services may be available for your account)	Amount
Frequent Statement Fee • Business accounts • Corporate accounts	 Nil $2.00 per statement
Trace and Recall fee *Payable per trace or recall when you request a trace or recall on an electronic transaction*	$16.00
Local Telegraphic Transfer *Requested via branch or phone banking*	$35 per transfer*
Telegraphic Transfer (TT) Request (Outward) *Requested via branch*	$32 per transfer made in branch *(sent in either Australian dollars or foreign currency)**
Telegraphic Transfer (TT) Request (Outward) *Requested using Internet banking*	$0.00 per transfer in foreign currency *(plus overseas bank charges)* $20.00 per transfer in Australian Dollars *(plus overseas bank charges)*
Foreign item for collection	$40 *(plus overseas bank charges)*

Account service (not all account services may be available for your account)	Amount
Inward items for collection	$40 *(items received from overseas bank for collection)*
Travellers cheques sales commission charged on sale amount	1.09% of sale *(min $12)*
Encashment of foreign currency notes	$10
Sale of foreign currency notes *A minimum sale amount of $250 Australian Dollar or its equivalent*	1.09% of sale *(min $10)*
Telegraphic Transfer (TT) (Inward) • **Credited to an account** • **All other Telegraphic Transfer (Inward)**	 $12.00 *(plus overseas bank charges)** $38.00 *(plus overseas bank charges)**
Amendment to payment details on telegraphic transfer	$15.00*
Telegraphic Transfer (TT) Trace/Cancel	$25.00 *(plus overseas bank charges)**
Garnishee fee	$13.00 *(unless otherwise provided by court order)*

Account service (not all account services may be available for your account)	Amount
Multiple credits (including payroll credits) *Payable per credit:*	
• **Drawn on a Bank of Melbourne, St.George or BankSA account**	$1.50
• **Drawn on other institution per credit**	$5.00

* These fees are payable for banking services that are not related to your account. They are current as at the effective date on the front of this document but are subject to change without notice. Contact us for more information about our fees for other banking services.

Payments made via Business Banking Online: Fees may apply for conducting Telegraphic Transfer (TT) Request (Outward), Telegraphic Transfer (TT) Trace/Cancel and Direct Entry (DE) Payments through Business Banking Online, see: Business Banking Online Fees and charges brochure at **bankofmelbourne.com.au/online-services/business-banking-online**



Part B – Terms and conditions, and general information.

Opening an account with us.

1 Your account.

1.1 This booklet sets out the Terms and Conditions of your account. These terms are legally binding on you in your dealings with us. Read these Terms and Conditions before using your account. Usage of the account is deemed acceptance of the Terms and Conditions. The information in it is subject to change. We will provide updated information by giving you notice (if this were required, such as if the change were materially adverse to you) or by posting the information on our website. You can get a paper copy of any updated information without charge by contacting us.

2 Identity information.

2.1 Under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* it is a requirement that the Account holder and all signatories to the account must be identified. So if you're opening an account for the first time this applies to you. It also applies to any Cardholder/signatory who is not an existing customer.

The identification requirements are set out in the Identification Checklist. This is available online or by visiting us in branch.

If you or any signatories opening an account do not meet our identification requirements, we will not be able to open the product until you and all relevant individuals are identified according to our requirements. Additionally, if you or any signatory to an existing product have not satisfied our identification requirements at any time, we may be required to limit the services we provide to you (which may include imposing a block on your product or closing it) until all identification requirements are completed.

If you are an existing customer, an Account signatory (or any other Cardholder) identification requirements may have previously been satisfied so you don't need to provide it again, unless you are asked to do so by us.

2.2 You may choose a password for your account to help us identify you for phone enquiries. The security of your password is very important. You must keep your password secure and safe from any unauthorised use.

3 Joint accounts.



Each and all joint account holders are liable for all of any overdrawn amount.

Not all accounts can be held jointly – ask us to find out whether an account can be held jointly.

3.1 For a joint account:

(a) each joint account holder has the right to all of the balance, jointly with the other account holders;

(b) each joint account holder can do anything in relation to the account, including in relation to amounts in the account, that the other joint account holders can do (unless all joint account holders instruct us otherwise); and

(c) the joint account holders can ask us to change how the account is operated so that two or more account holders are required to authorise any operation on the account.

3.2 If we are made aware of any dispute on a joint account, we may choose to require all joint account holders to authorise any operation on the account.

3.3 The liability of account holders under your account held in joint names is joint and several.

3.4 Any account holder of a joint account can request us to change the method of operation on the account to require all account holders to operate together. If you ask for an account to be operated jointly, some account features may not be available (for example, card access).

3.5 When an account is held in joint names and an account holder is a company which becomes deregistered;

(a) any remaining account holder(s) will become wholly responsible for any outstanding debit balance;

(b) we may treat the credit balance in the account as owing to the other account holder(s);

(c) we may notify you on at least 30 days' prior notice, that we intend to convert the account to another business account with us in the name(s) of the surviving account holder(s), transfer the balance of the joint account to this account, and close the original joint account. Fees and charges may apply on the other account. If you do not agree to the conversion to the other account, we must receive 7 days' prior notice of your intention to close the account and where to pay the remaining balance. If you do not provide us notice you will be deemed to have consented to the conversion of your account as outlined; and

(d) if all account holder(s) are deregistered, we will freeze the account and take actions in accordance with clause 25.

4 Tax file numbers (TFNs).

4.1 You may give us your TFN, or tell us about any TFN exception that applies to you. You do not have to give us your TFN (or tell us about an applicable exemption) but we may be required to withhold tax from any interest payments if you do not.

Trustees.

You should give us the trust's TFN. If the trust does not have a TFN, you should give us your TFN (or tell us about an applicable exemption).

Joint accounts.

You should give us the TFNs (or tell us about an applicable exemption) for at least 2 account holders.

Partnerships.

You should give us the partnership's TFN. If the partnership does not have a TFN, then you should follow the guidance for joint accounts (see above).

If you're not an Australian resident.

You are exempt from having to provide a TFN, but withholding tax will usually apply to interest payments.

5 Foreign tax residents.

5.1 We are required under domestic and international laws to collect and report financial and account information relating to individuals and organisations who are, or may be, foreign tax residents. We may ask you whether you or any shareholder, beneficiary, settlor or controlling person are a foreign tax resident from time to time, such as when you open an account with us, or if your circumstances change. If you do not provide this information to us we may be required to limit the services we provide to you.

5.2 Unless you tell us otherwise, by completing any application, you certify that any shareholder, named beneficiary, settlor or controlling person is not a foreign tax resident. You must tell us if you, or any shareholder, named beneficiary, settlor or controlling person is, or becomes, a foreign tax resident (unless an exemption applies, such as for shareholders of listed companies). Where there are no named beneficiaries (for example for beneficiaries identified only as a class) you must tell us if a beneficiary is a foreign tax resident immediately when any decision is made to identify and make a distribution to them. You may contact us to provide foreign tax residence information by calling 1300 725 863.

5.3 We cannot give tax advice, so please contact your independent tax advisor if you need help finding out whether any person is a foreign tax resident.

6 Eligibility criteria.

6.1 If we become aware that you no longer meet any eligibility criteria that apply to your account we will notify you in writing, what you need to do to satisfy the eligibility criteria and give you a reasonable period (of not less than 30 days) to satisfy the criteria. If you do not satisfy the eligibility criteria within that period, we may, acting reasonably, convert your account to the most similar account type where you satisfy the eligibility criteria.



Different interest rates may apply depending on the balance of your account.

We change our interest rates and the balances they apply to from time to time.

Zero interest rates may apply, and then you will receive no interest on your account balance. References to interest being paid should be read accordingly.

Our current interest rates are published at **bankofmelbourne.com.au**

7 Interest we pay to you.

7.1 For accounts that pay interest, we calculate interest for each day by applying the interest rate divided by 365 to the balance of your account at the end of the day.

7.2 If tiered interest rates apply to your account, the interest rate applying to the balance of your account may depend on your account balance at the time interest is calculated.

7.3 If balance tiers apply to your account, different interest rates may apply to different portions of the balance of your account. Please note that different balance tiers may offer the same interest rate.

7.4 Interest that has accrued, but has not yet been paid, is credited to your account on the last day of the period specified for your account in Part A of these terms and conditions.

7.5 Where an eligible account has been linked to a loan account under an off-set arrangement, we will off-set the credit balance of your account against any balance owing on your linked loan account for the purpose of calculating interest payable on that loan account.

Banking with us.

8 Deposits and withdrawals.



Some accounts have restrictions on the ways they can be operated, such as restrictions on the types of deposits or withdrawals that can be made.

8.1 Withdrawals from your account may be made by you and any person authorised by you. Any person may make a deposit to your account.

8.2 We may not allow a withdrawal unless we have proof of identity (acceptable to us) of the person making the withdrawal.

8.3 Amounts deposited to your account, including cash deposits, will not be available for withdrawal until we treat the amount as cleared.

8.4 If you make a deposit at an eligible ATM/CDM the amount of your deposit is subject to verification by us. The amount accepted by the CDM, or the amount validated by the ATM and then agreed by the depositor, is the amount that will be credited to your account. Processing and cut off times will vary depending on the time of day the cash deposit is made.

Within any 24 hour period, a deposit limit may apply to deposits at an ATM, CDM or Bank@Post™. Such cash deposit limits may change from time to time at our discretion. For ATM deposit limits, processing and cut off times visit **bankofmelbourne.com.au/ouratms** or visit your local branch.

You may ask for a Deposit Only card to be provided for your Business account. No new Deposit Only cards (other than replacement cards) will be issued for Corporate accounts.

8.5 If you make a withdrawal that we do not immediately process to your account, we may reduce the available balance to cover the amount of the withdrawal.

8.6 We may decide the order in which payments will be made from any deposit.

8.7 We may, acting reasonably, refuse to accept any deposit or withdrawal request.



Subject to section 29 (When we may delay or refuse transactions), if you need to make a cash withdrawal of $5,000 or more from your account, please contact the branch and provide at least 2 Business Days' notice. In the event of a cash withdrawal over $50,000, we may choose to pay you by bank notes in large denominations, or bank cheque, or an electronic transfer (instead of cash).

8.8 Limits may apply for transactions carried out through agencies (including Bank@Post™ outlets).

8.9 Terms and Conditions of our Cards

(a) There is an expiry date on Cards. You must not use a Card after that date. We may issue each cardholder with a new Card with a later expiry date before the original Card expires unless you ask us in writing not to do so.

(b) Each Card remains our property.

(c) We may issue replacement Cards to you and any additional cardholder at any time. All Cards are subject to these Terms and Conditions and any subsequent terms and conditions that may be issued in respect of the accounts. Eligibility criteria may apply in relation to issuing a Card to you. Where it is reasonable for us to do so, we may not issue or re-issue a Card to you. Some Cards cannot be used on some Accounts.

(d) Merchants or other institutions may impose restrictions on the use of a Card in addition to these Terms and Conditions.

(e) No new Debit cards (other than replacement cards) will be issued for existing Corporate accounts.

(f) If a Debit Card linked to a Corporate account has not been used to make a purchase, withdrawal, or deposit in the 12 months before expiry (Unused Card), a replacement card will not be issued when the Debit Card expires. Unused Cards will be blocked from use up to 60 days before expiry. You won't be able to request any new Debit Card or replacement card for Unused Cards after their expiry date.

(g) We may block or place a stop on a card if any account the card is linked to is transacted on in such a way that we suspect fraudulent use of a card. See section 8.10 for further information about Card cancellation.

(h) By nominating an additional cardholder, the account holder authorises the additional cardholder to act on their behalf to make a replacement request for the additional cardholder's existing card that is lost, damaged or stolen or for specific purpose card replacements (e.g. accessibility reasons) only.

(i) See our **Debit card terms and conditions** for more details on debit cards including information on use of the card, your liability, card limits, and changes to card limits.

8.10 Card cancellation

We may cancel your card by providing you with 30 days' written notice acting reasonably. We may also cancel any card at any time (without prior notice) to protect the account holder or us from material risks including fraud, unauthorised access or other losses, to manage criminal, regulatory and associated risk.

Once your card is cancelled you must stop using it and destroy it by immediately cutting it into several pieces and disposing of them securely.

You may contact us to cancel your card at any time by calling us or by returning the card to us. A cancellation may not be effective until the card has been surrendered, or you have taken all reasonable steps to have the card returned to us.

Where you are the account holder and the card in question is held by another person, what will constitute taking all reasonable steps to have a card returned to us, will vary depending upon the particular circumstances. At a minimum, it will require you to contact the person who has the card (if at all possible) and request that they surrender their card to you, so that you can return it to us.

If you close your accounts or cancel the card, as the account holder, you will remain liable for transactions made using the card linked to your account:

- prior to or after its cancellation or closure of the accounts; or
- using the card number for mail, online, phone and recurring transactions which have not been cancelled prior to termination.

The user may be liable to the account holder for any use of a card after the user has received notice of its cancellation.

9 Electronic access savings accounts.

9.1 If your account is an electronic access savings account, you must also maintain a linked eligible transaction account for your day-to-day banking. Your transactions to and from the electronic access savings account must be made through the working account.

9.2 The linked working account must be in the same names as the electronic access savings account.

9.3 Fees and charges may apply to the working account.

10 Transactions in foreign currencies.

10.1 Your account is an Australian dollar account. If an amount of foreign currency is to be deposited or withdrawn from your account (including where a foreign currency cheque is dishonoured) we will convert the foreign currency amount into Australian dollars using the exchange rate that we make available to retail customers on the day we process the conversion.

Our retail exchange rates are not the same as market or wholesale foreign exchange rates (those are rates that apply between financial institutions).

Additional terms and conditions apply to deposited items drawn on an overseas financial institution, or drawn in a foreign currency.

More information about our retail exchange rates, and the additional terms and conditions that apply to deposited foreign items, are available at any branch.

11 Writing cheques.

11.1 You must tell us immediately if you have any cause to believe that a cheque has been fraudulently altered or has not been authorised by you. You should check your statements regularly.

11.2 You must make sure that you have in place adequate internal procedures to ensure only authorised signatories sign cheques.

11.3 We may, acting reasonably, cancel or choose not to honour any cheque (but we are not required to). Without limiting the reasons why we may do so, this may happen if:

(a) we reasonably believe fraud has occurred, or is likely to occur;

(b) we reasonably believe that cheques are being used in a way that may cause loss to you or us;

(c) the available balance is not sufficient to cover the amount of the cheque at the time it is processed;

(d) the cheque is post-dated (it contains a future date);

(e) the cheque is stale (more than 15 months old);

(f) the cheque has been improperly materially altered.

Depositing cheques.

Cheque deposits will ordinarily be cleared in 3 business days, although sometimes it may take longer to clear a cheque.

A bank cheque (a cheque drawn on us) has to be cleared like any other cheque, and may be dishonoured (such as if it is improperly altered).

Take care when you write a cheque.

Use permanent ink. Don't leave gaps between words and figures – use all the space and add "only" to the amount to be paid where it does not include any cents (for example "Fifty dollars only"). Fill up any empty spaces with a horizontal line.

Never sign a cheque before you use it, and never sign a blank cheque.

Crossing.

A crossed cheque cannot be cashed over the counter. It must be paid into an account.

Not negotiable cheques.

Writing "not negotiable" between two parallel lines across a cheque can help protect the rightful owner of the cheque. For example, if a cheque marked "not negotiable" is stolen and then passed on to an innocent person who deposits it, that innocent person may be required to refund the amount of the cheque to its rightful owner.

Account payee only cheques.

If you write "account payee only" on a crossed cheque, you are instructing us that you only permit the cheque to be paid to the person named on it.

Deleting "or bearer" text.

If you do not delete the words "or bearer" on a cheque, we are usually authorised to pay the cheque to any person who presents it (even if they are not the rightful owner of the cheque).

12 Periodical payments, direct debits, and recurring payments.

A periodical payment is an instruction to us to make regular payments from your account. A direct debit is a payment you have authorised a third party to debit your account at set times, by using your BSB and account number. A recurring payment is payment you have authorised a third party to charge your Visa Debit Card or Freedom Card number at set times. Periodical payments, direct debits, PayTo payments and recurring payments, are not available on all accounts.

12.1 If periodical payments are available for your account, you may ask us to establish a periodical payment. It may take up to 6 Business Days for us to process and establish a periodical payment authority.

12.2 A periodical payment authority will remain in force until we receive:

(a) notice from you to cancel or vary the authority; or

(b) notice of the death, bankruptcy or insolvency of any of you.

12.3 If direct debits are available for your account, you may give a merchant authority to deduct amounts from your account directly.

12.4 In addition to any of our fees that apply to periodical payments and direct debits, we may also debit your account for any fees or charges charged to us by another financial institution relating to a periodical payment or direct debit.

12.5 We may, acting reasonably, decide not to make a periodical payment or direct debit, such as if the available balance is not sufficient to cover the payment when the payment is to be made.

12.6 If a periodical payment or direct debit is due to be made on a day that is not a processing day, we may process the transaction on the next processing day.

12.7 Unlike direct debits, Bank of Melbourne is unable to cancel a recurring payment on your behalf. You should contact the merchant directly to cancel a recurring payment. Until you cancel your authority, the merchant is entitled to request us

to debit the account and we are obliged to process this request. If the merchant does not comply with your request to cancel the authority, you must provide us with a copy of the correspondence with the merchant to enable us to dispute the relevant transaction(s) on your behalf. Any NPP payments will be processed in accordance with the Internet and Phone Banking Terms and Conditions.

Migration of a direct debit arrangement into a PayTo arrangement.

12.8 Merchants and Payment Initiators may convert an existing direct debit arrangement with you into a PayTo arrangement (Payment Agreement) – this is called "Migrated DDR Mandates". You are entitled to advance written notice from the merchant or Payment Initiator of variation to your direct debit arrangement and changed processing arrangements (as specified in your Direct Debit Service Agreement with them). If you do not consent to the variation of the direct debit arrangement, you must advise the merchant or Payment Initiator. We are not required 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 Payment Initiator on the basis of a Migrated DDR Mandate.

Once your direct debit arrangement becomes a PayTo arrangement, you can manage it in Internet Banking.

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You can contact us to cancel a direct debit arrangement. We will promptly process:

- any instruction by you to cancel a direct debit request relevant to a banking service we provide to you; or
- a complaint by you that a direct debit was unauthorised or otherwise irregular.

When you contact us to request a direct debit cancellation, we can complete the request on your behalf and forward it to the authorised party.

We are unable to accept a request to stop a payment made under a direct debit arrangement after we have already debited the payment from your account.

You should also contact the merchant to cancel any direct debit arrangement.

13 Authorising a person to operate your account.

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Each account holder is responsible for all transactions made by a person authorised to operate the account.

13.1 You may authorise a person to operate your account. A person authorised to operate your account can do anything that an account holder can do in relation to the account.

13.2 An authority to operate will remain in force until we process any notice of cancellation (this may take up to 2 Business Days).

13.3 We may give any person authorised to operate your account information about your account (including information about your account balance).

13.4 We may, acting reasonably:

(a) require a person to be authorised to operate your account (such as all trustees for a trust account); or

(b) remove the authority to operate of anyone authorised to operate your account and/or your authority to operate any account due to unsatisfactory conduct (including that of the authorised signatory) or if we believe allowing the authority to remain on the account may cause loss to the account holder or us.

13.5 We may, acting reasonably cancel the authority of anyone authorised to operate an account at any time if we reasonably believe that there may be a dispute relating to the account, authority to operate the account, or the provision of the product or service, or a third party claim is made known to us.

13.6 By appointing an authorised signatory, the account holder also authorises the authorised signatory to act on their behalf to make a replacement request for an existing card (relating to the account which the authorised signatory is allowed to operate) that is lost, damaged or stolen or for specific purpose card replacements (e.g. accessibility reasons) only.

14 Method of operation.

14.1 You may ask us to require more than one signatory to authorise transactions on your account. However, if you ask to link a card or Internet and Phone Banking to your account (and we agree), transactions through those payment services may be authorised by a single signatory (even if you have previously asked us to require more than one signatory to authorise transactions).

15 Statutory and industry trust accounts.

Legal restrictions apply to the operation of statutory trust accounts.

You must not access a statutory trust account, or an industry trust account, in a manner prohibited under the applicable statutory or industry requirements.

15.1 If your account is a statutory or an industry trust account listed in Part A of these terms and conditions:

(a) for a statutory trust account, you must maintain a linked eligible working account. Fees and charges payable in relation to the statutory trust account will be debited to the separate working account (if you don't have a separate working account, we may debit those fees and charges to any other of your accounts); and

(b) for a statutory or an industry trust account, you must operate the account in accordance with any statutory or industry requirements that apply to the account.

16 Electronic Lodgment Network Operators.

Electronic Lodgment Network Operators (ELNOs) are e-Conveyancing platforms for property settlements.

ELNO systems are separate from our systems. If you want to change account authorisations or ELNO appointments you must make those changes with both the ELNO and us separately (telling only one of us will not be enough to have changes made with both the ELNO and us).

16.1 If you have registered an eligible specialist statutory trust account with an ELNO, you may use the ELNO's system to send transaction instructions in relation to that account.

16.2 Before you appoint a person to make transactions through an ELNO you must authorise (with us) the person to operate your account.

16.3 ELNO appointments, security procedures and authority levels are separate from any authorities to operate and methods of operation that we maintain in relation to your account.

16.4 We are entitled to accept any transaction instruction sent through the ELNO's system as authorised by you, even if the person making the transaction is no longer authorised with us to operate your account. We are not required to make any enquiries about any transactions sent through the ELNO's system.

16.5 We may request the ELNO to remove or suspend an ELNO appointment (but we are not required to do so, including if you change an authority to operate with us).

16.6 Instructions sent through the ELNO's system do not count towards any transaction limits, including any daily limits, that might otherwise apply to transactions made from your account.

17 Overdrawing.

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> Your account may be overdrawn if you withdraw more than your available balance. Fees and charges, and debit interest, may apply if your account becomes overdrawn.
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> You should take care not to overdraw your account, and tell us promptly if you are in financial difficulty.

17.1 If you withdraw an amount in excess of the available balance your account may be overdrawn.

17.2 We are not required to allow you to overdraw your account.

17.3 If we do allow you to overdraw your account:

(a) we will charge debit interest on the amount overdrawn for each day calculated using the current applicable overdraft rate applying that day. Debit interest charges are debited at the end of each month;

(b) you must repay the overdrawn amount within a period of 20 days. Accordingly you must, by the end of that 20-day period, return the account balance to positive (or any other limit previously agreed with us) otherwise you will be in default;

(c) If you are in default we may give you written notice allowing you a reasonable time (being not less than 30 days) to repay the overdrawn amount, failing which legal action may be taken against you to recover the amounts owed to us;

(d) you agree to pay any reasonable legal fees we incur in seeking to recover the overdrawn amount from you.

17.4 Any deposits into your account will be first applied to the amount by which your account is overdrawn and any accrued interest on that amount.

17.5 If you have linked an overdraft arrangement to your account, different interest rates may apply to an overdrawn amount that exceeds your available balance.

17.6 We do not have to set off any overdrawn amount against a credit balance in any other account.

18 Adjusting debits and credits to your account.

18.1 We credit payments to your account as soon as practicable after we receive them.

18.2 We process transactions to your account as soon as reasonably practicable. This is not necessarily the same day that the transaction is made. When the last day of the month is not a processing day, transactions made after the last processing day of the month will be treated as having been made in the next month (including for calculating minimum or average monthly balances, and for counting towards fee-free transaction allowances).

18.3 For withdrawals, we may adjust the available balance of your account before we process the transaction for other purposes (including for the calculation of interest and fees).

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

18.5 Where more than one scheduled payment is to be made from your account on a particular day, we will choose the order in which they are paid.

Processing transactions can take time – plan your banking!

We have transaction cut off times to allow us to process transactions through our systems.

Make sure you do your banking well before the close of business each day.

You should always allow plenty of time for transactions to be sent, received and processed by all the financial institutions involved.

Transactions can often be delayed if:

- they are made after a system cut-off time, or
- their processing extends across a day that is not a processing day.

You can find out more about cut off times by visiting **bankofmelbourne.com.au**

19 Our fees and charges.

19.1 The fees and charges that may apply to your account are set out in Part A. We may debit any fees and charges that become payable to your account.

19.2 If there is a situation in which we are required to pay GST on a payment you make to us, you agree to increase the amount of the payment to include the GST amount.

19.3 We may waive a fee that is normally payable on your account, but any fee waiver does not alter our right to charge that fee.

20 Communications between you and us.

Staying in touch is important. Make sure you keep all of your contact details (including your email address) up to date.

Please also notify us of any change to your legal status or structure (including any change of name, change of trustee, partnership or office holders changes, bankruptcy or, if applicable, deregistration, winding up, dissolution or any analogous event). Depending on the nature of the change, we may ask that you provide us with further information (such as evidence of your change of name).

We'll take reasonable steps to contact you, but if we can't we may need to restrict or suspend access to your account until you get in touch with us.

20.1 Communications and notices relating to your account will be given in writing.

20.2 We may give communications in writing to you by post, electronically (e.g. email address or phone number you have given us) or by advertisement in the national or local media.

20.3 We may give you information or notices by telling you that the information or notice is available at a particular website or electronic address.

20.4 A communication will be taken to have been received:

- (if it is sent electronically) the earlier of:
  - on the day it is sent, or
  - when it enters the recipient's designated information system (e.g. server of the relevant email address) or is capable of being viewed – even if no person is aware of its receipt
- (if it is sent by ordinary mail) 7 business days after we post it, or 10 business days after posting it to or from a place outside Australia.

20.5 If your account is a joint account and all account holders live at the same address, we may take one account holder to be the agent of the others for the purpose of receiving communications from us. This means that we may only send one copy of communications.

20.6 We may require any request or instruction from you to be in writing, and in a form acceptable to us.

20.7 If you change to an overseas address, you must give us a valid email address and agree to receive communications from us electronically.

21 Statements.

21.1 We will make statements of account available to you. If there are no transactions posted to your account in a statement period, your statement will be deferred to the next statement cycle. However, a statement will always be issued at least every six months, even if there have been no transactions posted to the account during this period. Note that if you have an overdraft facility on your account and the account balance is less than zero, you will receive a statement even if no transactions have been posted to the account in the statement period. We may cease mailing statements to you if, after taking reasonable steps, we are unable to locate you.

21.2 The statement frequency for regular statements is set out in Part A of these terms and conditions. You may ask us to send you statements more frequently.

21.3 You must check the entries on your statement and promptly report any error or unauthorised transaction to us.

21.4 For statutory and industry trust accounts – we make no representation as to the accuracy or currency of any account statement to satisfy any obligations you have under any law or regulation. Any reliance on the account statement is at the risk of the entity relying on the statement. If you are required to keep your own account records under any law or regulation, the account statement must not be used to satisfy your obligations to keep records. We are not liable for and you will release us from and indemnify us against any reasonable loss or damage we may suffer due to any claim, demand or action of any kind brought against us (but excluding to the extent due to our or our agent's fraud, wilful misconduct or negligence) arising directly or indirectly because of your reliance on an account statement to satisfy any obligations you have under any law or regulation.

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Reliance on statements for regulatory obligations – Keep your own records

Some requirements for statutory trust accounts can include a requirement for you to keep an account of the transactions made through that statutory trust account. You should not rely solely on any statements for your account from us as a substitute for your own records of transactions. We do not represent that any statement will be sufficient for you to comply with any statutory requirement if you rely solely on the statements issued by us.

As such, we are not liable for and you will release us from and indemnify us against any reasonable loss or damage we may suffer due to any claim, demand or action of any kind brought against us (but excluding to the extent due to our or our agent's fraud, wilful misconduct or negligence) arising directly or indirectly because of your reliance on an account statement to satisfy any obligations you have under any law or regulation.

Making changes.

22 Changes to terms and conditions.

22.1 At various times, we may make changes without your consent to the terms and conditions relating to:

- fees and charges (including their amount, frequency, and times for payment and to introduce new fees and charges);
- interest rates;
- how interest is calculated, charged or paid to your account or to the balance tiers which determine the interest rate or rates;
- transaction limits;
- the types of transactions performed or ways you can access or transact on your account;
- eligibility requirements in relation to your account; or
- the features of your account or of a product or service.

22.2 We'll always let you know if, for any reason, the terms and conditions of your account change. However, advance notice may not be given where a change has to be made to immediately restore or maintain the security of our systems or of individual accounts or facilities. We may give you a shorter notice period, or no notice, of an unfavourable change if it is reasonable for us to manage a material and immediate risk. Unless otherwise specified in this document, we may notify you of changes as set out in the following table:

Type of Change	Timeframe	Method of notification
Introducing a new fee or increasing an existing fee	30 days in advance.	In writing, electronically or through media advertisement
Interest rate changes	No later than the date of the change, except where the rate is linked to money market rates or other rates – changes to which we cannot notify you of in advance	
Change in the way interest is calculated, charged or paid to your account – or to the balance tiers which determine the interest rate or rates	30 days in advance	

Type of Change	Timeframe	Method of notification
Government charges	In advance of the change, or reasonably promptly after the government, a government agency or representative body notifies us, unless the change has been publicised by the government, a government agency, or representative body	In writing, electronically or through media advertisement
Any other change to a term or condition	As soon as reasonably possible (which may be before or after the change is made) or, if the change is unfavourable, at least 30 days before the change takes effect	

22.3 By 'electronically', we mean:

- electronic communication to your nominated electronic address (i.e. email address); or
- making particulars of changes available at our website and sending to your nominated electronic address a notification that the changes can be retrieved from **bankofmelbourne.com.au**

22.4 We may also make any other changes to the terms and conditions without your consent at any time:

- as a result of any change or anticipated change in:
  - circumstances relating to the account or product or service such as, for example, changes in technology or our systems or procedures or product mix or changes to the risks of, or the features or benefits of, the account or product or service; or
  - our structure or financial position, including our cost of funds and liquidity; or
  - industry, market or best practice; or
- for prudential reasons; or
- if we reasonably think the change should be made:
  - to meet our legal obligations or as a result of any change or anticipated change to a relevant law, code of guidance; or
  - to reflect judgments of any court or tribunal or guidance or views of any regulator or external dispute resolution service of which we are a member; or
  - to correct errors, inaccuracies or ambiguities; or
  - to streamline the administration of the account or product or service; or
  - on the basis that it is impractical for us to continue without the change; or
  - for reasons of security; or
- to make them clearer or simpler.

23 Closing your account.

23.1 If your account becomes inactive we may close your account. If we exercise our right to close your account we will notify you promptly in writing at the address shown in the records.

23.2 You or any other authorised Account signatory can close your business account at any time simply by asking at any branch where your account is held. You can also close certain business accounts, including some joint accounts, using Internet Banking. Refer to the Internet Banking Terms and Conditions for more details about the Internet Banking services available. Another financial institution may close your business accounts on your behalf by fax or by mail. You cannot close an account via Phone Banking.

23.3 We may also exercise our discretion to close accounts (and cancel any linked card(s)) or refuse to accept further deposits or allow further withdrawals after giving reasonable notice to you (and, we may also notify the authorised signatory/signatories) due to unsatisfactory conduct or such as where your account is designed for use by our business customers and is being used for personal purposes.

23.4 In certain circumstances we may do any of the above without providing you with any prior notice. When we do so, we will act fairly and reasonably towards you. These circumstances may include:

(a) you do not provide us with any document or information we reasonably request from you;

(b) we reasonably consider it necessary to comply with our policies, Australian law or sanctions (or the law or sanctions of any other country); or

(c) to comply with our regulatory and compliance obligations or to manage associated risk.

Upon closing the account for the above reasons we will pay you the net credit balance of the account owed to you (e.g. by providing you a bank cheque), unless we believe, acting reasonably, that we are precluded from doing so, such as in order to comply with our regulatory and compliance obligations or to manage associated risk.

23.5 When your account is being closed, we debit all amounts that have accrued or become payable but that have not been paid.

23.6 If your account is closed you remain liable for:

(a) any amounts not yet processed to your account; and

(b) direct debits submitted by merchants (except for where the direct debit arrangement has been cancelled),

and we may debit any such amounts to any other account in your name.

23.7 We may not accept a request to close your account if there is an amount owing in relation to your account.

24 Account combination and set-off.

24.1 We can set-off any amount we owe you (whether or not it is due for payment) against any amount that you owe us that is due for payment.

24.2 Your account should not be overdrawn unless you have made prior arrangements with us. If you overdraw your account without arrangement, or beyond the agreed overdraft limit when formal overdraft arrangements do exist, we may automatically combine your accounts: that is, transfer sufficient money which is kept in any other account with us, held in your name(s), to clear the debt.

24.3 We may also transfer money kept in your account(s) to clear debts which you owe us in other loan or deposit accounts. If we do this, the balance of the account from which we have transferred money will reduce by the amount owed for this purpose. You agree that you may not set off any amounts we owe you (for example, credit balances in your accounts) against amounts you owe us.

24.4 If we exercise our right to combine accounts, we will notify you promptly in writing at the address shown in our records.

24.5 However we will not combine any balance of an account, where the account is a trust account held in the name of an accountant who is holding client funds in that account.

25 Deregistration.

If we become aware that all account holders are companies that are deregistered, we'll freeze the account, which means:

(a) We'll notify the former directors that the account has been frozen.

(b) No activity on the account will be permitted, including withdrawals, payments, periodical payments and scheduled payments.

(c) We may apply funds in the account to clear debts in accordance with clause 24.

(d) We will close the account and send any credit balance that belonged to the deregistered company to the government and pay any remaining balances to their rightful owner/s.

(e) We may take action to recover outstanding debit balances on the account.

Commitments we make to each other.

26 We will act reasonably.

26.1 We will act fairly and reasonably in accordance with our legitimate business interests in exercising our rights and discretions.

27 We will comply with industry codes of conduct.

27.1 The relevant provisions of the Banking Code apply to these terms and conditions if you are a small business or an individual who is not treated as a business under the Banking Code.

28 Provisions prohibited by law.

28.1 If any term or condition:

(a) is unenforceable at law;

(b) doesn't comply with a law; or

(c) imposes an obligation or confers a right, power or remedy prohibited by law,

the term is omitted or varied to the extent necessary to comply with that law.

29 When we may delay or refuse transactions.

29.1 In some circumstances, including where we consider it reasonably necessary to meet our regulatory and compliance obligations (including those relating to anti-money laundering and counter-terrorism financing) or to manage associated risk, we may, without giving you notice, take such action including:

- block or place a stop on your card;
- delay, block, freeze or refuse a transaction; and/or
- return a transaction amount to the account from which it was received or as we reasonably consider appropriate.

Examples of when we may take these measures include where we have reasonable grounds to believe that:

- a transaction may breach Australian law or sanctions (or the law or sanctions of any other country); or
- a transaction involves a payment to, from or through a Sanctioned Jurisdiction; or
- your account, Internet Banking/BBO and/or card is being used in a manner we reasonably consider is unsatisfactory, fraudulently, or in a way that might cause you or us to lose money; or
- a payment made to your account is or may be a payment in error (including but not limited to fraudulent payments, or payments relating to a scam); or
- you do not provide us with any document or information we reasonably request from you.

We may take these measures for as long as we reasonably need. Westpac Group and its correspondents are not liable for any loss you suffer (including consequential loss) in connection with the relevant product(s).

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

- you must not initiate, engage in or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country) or that involves a payment to, from or through a Sanctioned Jurisdiction;
- you will not access or use your Business Banking Online in a Sanctioned Jurisdiction.

You should also be aware that:

- we may from time to time require additional information from you to assist us to comply with our regulatory and compliance obligations or to manage associated risk; and
- where legally permitted to do so, we may disclose the information gathered to regulatory and/or law enforcement agencies, other banks, other members of the Westpac Group, service providers or to other third parties.

30 Payments made in error.

Where we reasonably believe that a payment made to your account may be a payment made in error, we may, without your consent, deduct from your account an amount no greater than the amount of the payment made in error and return the funds to the account from which they were received, or as we reasonably consider appropriate. A payment made in error includes a fraudulent payment, a payment as a result of a scam affecting you or another person, an over payment, a duplicate payment or a payment error. We will take steps, acting reasonably, to contact you in relation to a payment made in error unless we are unable. If you receive a Mistaken Internet Payments into your account, we may be required to act in accordance with the ePayments Code. See the 'Mistaken internet payments' section for more information.

31 Mistaken internet payments.

31.1 This section does not apply to BPAY payments.



The Bank of Melbourne Verify with Confirmation of Payee service allows you to check the name of the person or business you intend to pay matches the name on the account. **Verify with Confirmation of Payee terms and conditions** apply, available on **bankofmelbourne.com.au** by searching 'Verify with Confirmation of Payee'.

Reporting mistaken internet payments.

31.2 You should report mistaken internet payments to us as soon as possible after you become aware of them. You can report mistaken internet payments to us by visiting a Bank of Melbourne branch or by calling us.

We will give you a notification number or some other form of acknowledgment which you should retain as evidence of the date and time of your report.

If we are satisfied that you have made a mistaken internet payment, we will, as soon as reasonably possible (and by no later than 5 business days of your report), send a request to the receiving institution for the return of the funds.

If the receiving institution subscribes to the Code and they are satisfied that a mistaken internet payment was made, they are required to follow the process for recovering the payment that we described under the section, 'Where you receive a mistaken internet payment'.

We will acknowledge receipt of your report of a mistaken internet payment, conduct an investigation into that mistaken internet payment, and inform you in writing of the outcome of our investigation within 30 business days of the day on which you made the report.

If you are unhappy with how your report was dealt with, you have a right to complain to us. Information on our complaints procedure is set out in this document. If you are still not satisfied with our response or handling of your complaint, you have the right to complain to the external resolution scheme, the Australian Financial Complaints Authority (AFCA). AFCA's contact details are set out in the 'Feedback and Complaints' section of this document.

Dealing with mistaken internet payments.

31.3 Mistaken internet payments will be dealt with by us in accordance with the ePayments Code, where that Code applies to the payment. Set out at clauses 30.4 to 30.5 is a summary of the processes in that Code.

We may be the sending institution, namely the financial institution whose customer made the payment or the receiving institution, namely the financial institution whose customer received the payment (this customer is the unintended recipient of the payment). We will be the sending institution where the payment is made from your account. We will be the receiving institution where the payment is made to your account.

Where a financial institution other than us is the receiving or sending financial institution, we cannot guarantee that it will follow the processes in the

ePayments Code. A financial institution is unlikely to follow these processes if it is not an authorised deposit-taking institution for the purposes of the Banking Act. We are not liable for any loss suffered if it does not follow those processes.

Where the sending institution is not satisfied that a payment is a mistaken internet payment, it is not required to take any further action.

Notwithstanding anything set out below, where the unintended recipient of the mistaken internet payment is receiving income support payments from Services Australia or the Department of Veterans' Affairs, the receiving institution must recover the funds from that recipient in accordance with the Code of Operation: Recovery of Debts from Customer Nominated Bank Accounts in receipt of Services Australia income support payments or Department of Veterans' Affairs payments.

Where you or another financial institution advises us that you are, or we think you may be, the sender or recipient of a mistaken internet payment, you must give us, as soon as reasonably practicable and within the time we request, any information we reasonably require to enable us to determine whether the payment was a mistaken internet payment.

Where sufficient funds are available in the unintended recipient's account.

31.4 Where the sending institution is satisfied that the mistaken internet payment occurred and there are sufficient credit funds available in the account of the unintended recipient to the value of the mistaken internet payment, the process that will apply will depend upon when the report of the mistaken internet transaction is made:

Where the report is made within 10 Business Days of the payment.

If the receiving institution is satisfied that a mistaken internet payment has occurred, it will return the funds to the sending institution within 5 Business Days of the request or any reasonably longer period up to a maximum of 10 Business Days.

Where the report is made between 10 Business Days and 7 months of the payment:

- the receiving institution will investigate the payment and complete the investigation within 10 Business Days of receiving a request;
- if the receiving institution is satisfied that a mistaken internet payment has occurred, it will prevent the unintended recipient from withdrawing the funds for a further 10 Business Days and notify the unintended recipient that they will withdraw the funds if that recipient does not establish they are entitled to the funds within that 10 day period;
- if the unintended recipient does not establish they are entitled to the funds within that time, the receiving institution will return the funds to the sending institution within 2 Business Days of that period (during which time the recipient will be prevented from withdrawing the funds).

Where a report is made after 7 months of payment:

If the receiving institution is satisfied a mistaken internet payment occurred, it must seek the consent of the unintended recipient to return the funds.

In each case where the receiving institution is not satisfied that a mistaken internet payment has occurred, it may (but is not required to) seek consent of the unintended recipient to return the funds.

Where the funds are returned to the sending institution, it will return the funds to the holder as soon as practicable.

Where sufficient funds are not available.

31.5 Where both the sending and receiving institution are satisfied that a mistaken internet payment has occurred but there are not sufficient credit funds available in the account of the unintended recipient, the receiving institution will use reasonable endeavours to recover the funds from the unintended recipient.

Where you receive a mistaken internet payment.

31.6 Where:

- both we and the sending institution are satisfied that a payment made to your account is a mistaken internet payment; and
- sufficient credit funds are available in your account to the value of that payment; and
- the mistaken internet payment is reported 7 months or less after the payment; and
- for mistaken internet payments reported between 10 Business Days and 7 months of the payment, you do not establish that you are entitled to the payment within the relevant 10 Business Day period referred to in clause 31.4,

we will, without your consent, deduct from your account an amount equal to that mistaken payment and send that amount to the financial institution of the payer in accordance with clause 31.4 above.

If there are insufficient funds in your account, you must co-operate with us to facilitate payment by you of an amount of the mistaken internet payment to the payer.

We can prevent you from withdrawing funds the subject of a mistaken internet payment where we are required to do so to meet our obligations under the ePayments Code.

Liability for losses arising from internet payments.

31.7 You must ensure that internet payment details are correct. You and your user are solely responsible for providing correct payment details including amount and payee details. We will return to you any funds recovered by us on your behalf from an unintended recipient in respect of a mistaken internet payment but otherwise have no liability to you or your user for any payment made in accordance with details provided by you or your user including mistaken internet payments.

Words with specific meanings.

32 Definitions.

Unless the contrary intention appears:

account means an account listed in Part A of these terms and conditions that you hold with us;

ATM means an Automated Teller Machine operated by us or someone else;

available balance at any time means the funds available for withdrawal from your account at that time;

Bank@Post™ includes selected Australia Post Offices where you can deposit or withdraw cash and check your account balance;

Banking Code means the Australian Banking Association's banking code of practice as updated, and adopted by us, from time to time;

Basic Single Credit Transfer means a credit payment other than: Osko payment, or an international funds transfer instructions payment; sent using New Payments Platform (NPP) to the payee of another NPP participant;

Business Banking Online or BBO means the Bank of Melbourne online banking platform where business customers can view, manage and transact on their accounts. The Business Banking Online and Payment Services Terms and Conditions and the Business Banking Online fees and charges brochure are located at **bankofmelbourne.com.au/online-services/business-banking-online**;

card means a card (including an electronic version of a card) linked to your account;

CDM means any authorised Coin Deposit Machine where you can deposit coins;

direct debit means a payment you have authorised a third party (this includes a person, company, or merchant) to debit from your account at set times, by using your BSB and account number;

eftpos means debit card payment system owned and administered by eftpos Payments Australia Ltd ABN 37 136 180 366;

ELNO means Electronic Lodgment Network Operator;

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

Internet Banking means Bank of Melbourne Internet Banking. The Bank of Melbourne Internet and Phone Banking Terms and Conditions are located at **bankofmelbourne.com.au/online-services/internet-banking**;

Mistaken Internet Payment means a payment, other than one using BPAY, by an individual through a "Pay Anyone" internet banking facility and processed through the direct entry (Bulk Electronic Clearing) system where the funds are paid into the account of an unintended recipient because the individual enters or selects a BSB number or other information that does not belong to the intended recipient as a result of the individual's error or the individual being advised of the wrong BSB number and/or identifier. This excludes payments made as a result of a scam;

NPP means the New Payments Platform operated by NPP Australia Limited;

Osko means the Osko payment service administered by BPAY Pty Ltd that facilitates payments (including Osko Payments) between participating financial institutions. Although Osko is made available by participating members of the BPAY Scheme, payments using Osko are not BPAY payments (and section 4 of these terms and conditions do not apply to payments using Osko);

Payment includes, where relevant, any payment in connection with section 5 of the Internet and Phone Banking terms and conditions (which includes any NPP payments) and subject to those terms;

Payment Agreement means an agreement established by you and an approved merchant or Payment Initiator, by which you authorise us to make payments from your account via NPP;

Payment Initiator means an approved payment service provider who, whether acting on behalf of you or a merchant, is authorised by you to initiate payments from your account via NPP;

PayTo means the service which enables us to process NPP payments from your account in accordance with, and on the terms set out in, a Payment Agreement you have established with a merchant or Payment Initiator that subscribes to the service;

processing day means any day that is not an Australian national public holiday or:

(a) (for corporate accounts listed in Part A) a Saturday or Sunday; or

(b) (for business accounts listed in Part A) a Sunday;

Sanctioned Jurisdiction means a jurisdiction listed at **bankofmelbourne.com.au/osaccess**

small business has the meaning given to it in the Banking Code;

terms and conditions means the terms and conditions set out in:

- Part A (Features, fees and charges);
- Part B (General account terms and conditions); and
- any other terms and conditions that we inform you of,

to the extent to which they are relevant to your account. However, information in breakout boxes introduced with graphics such as ✎ and Part C of this booklet is only general information about our banking services. It does not form part of the terms and conditions of your account;

we or **us** means Bank of Melbourne – A Division of Westpac Banking Corporation (**Westpac**) ABN 33 007 457 141 AFSL and Australian credit licence 233714 and its successors and assigns;

Westpac Group means Westpac and its related bodies corporate. St.George Bank, BankSA and Bank of Melbourne are all divisions of Westpac;

Westpac Group partner ATM refers to a third party ATM operator who Westpac has an arrangement with. The available ATM locations can be found on our website at the ATM locator **bankofmelbourne.com.au/locator** or via the Bank of Melbourne Mobile Banking App;

you means the account holder (and each of you if you have a joint account). You cannot assign your rights under these terms and conditions to any other person.

Unless the contrary intention appears:

- the singular includes the plural, and vice versa;
- a reference in these terms and conditions to a dollar amount means that amount in Australian dollars; and
- any example does not limit the meaning of words to that example or similar examples.



Part C – General information.

Privacy.

We handle your personal information in accordance with the privacy statement in the application form for the product or service applied for.

You can obtain a copy of our Privacy Statement by:

- visiting any branch
- calling 13 22 66, 8am–6pm, Monday–Friday
- visiting **bankofmelbourne.com.au/privacy/privacy-statement**

Our privacy statement includes important information about credit reporting, including details of the credit reporting bodies to which we are likely to disclose your credit information.

Duty of Confidentiality.

We have a general duty of confidentiality towards you, except in the following circumstances:

- where disclosure is compelled by law;
- where there is a duty to the public to disclose;
- where our interests require disclosure; or
- where disclosure is made with your express or implied consent.

Amounts we may pay our staff and agents.

Staff are paid a combination of salary and superannuation but may also become entitled to other benefits as a result of customers acquiring products through them. These other benefits may include cash incentive programs where staff may be eligible for a cash bonus based on the performance of their team and their own performance for achieving or exceeding a sales target.

The performance requirements include a variety of key behaviours and objectives, such as the quality of their customer service and may include the level of product sales made by them and by other areas of the business as a result of their referrals.

The amount of the bonus will be based on the extent to which they have exceeded their objectives, their general behaviour, the performance of their business unit and their job classification.

Staff may also be entitled to receive other benefits from incentive and promotional programs. These vary from small non-monetary rewards such as movie tickets, hampers and dinners, to more valuable benefits such as flight and accommodation packages.

We may pay commissions and make other payments to agents in relation to the banking services the agents perform.

Feedback and Complaints.

Delivering on our service promise.

We're constantly striving to provide the best possible service, and we'll do our best to resolve any concern you have efficiently and fairly.

Our commitment to you.

If you're ever unhappy about something we've done – or perhaps not done – please give us the opportunity to put things right.

Our aim is to resolve your complaint within 5 Business Days, and where possible we will resolve your complaint on the spot. If we need additional time to get back to you, we will let you know. Should we be unable to resolve your concern at your first point of contact, we will then refer the complaint to our dedicated Customer Managers in our Customer Solutions team.

Our Customer Solutions Customer Managers are here to find a solution for you and will ensure that you're regularly updated about the progress we are making to resolve your complaint.

You can contact us:

Over the phone.
Please call us from anywhere in Australia on 13 82 66
If you are overseas, please call +61 3 8536 7870.

By post.
You can write to us at:
Bank of Melbourne Customer Solutions
Level 5, 150 Collins Street
Melbourne VIC 3000

In branch.
If you prefer to tell us in person, go to our website to locate your nearest branch.

Online.
Using the secure feedback form at
eforms.bankofmelbourne.com.au/olfmu/eforms/ConsumerFeedback/#/welcome

For further information go to our website and search 'Feedback and Complaints'.

If you are still unhappy.

If you are not satisfied with our response or handling of your complaint, you can contact the external dispute resolution scheme, the Australian Financial Complaints Authority (AFCA).

Australian Financial Complaints Authority.

The Australian Financial Complaints Authority (AFCA) provides a free and independent service to resolve complaints by consumers and small businesses about financial firms (e.g. banks), where that complaint falls within AFCA's terms of reference.

The contact details for AFCA are set out below.

Australian Financial Complaints Authority

Online: **www.afca.org.au**
Email: **info@afca.org.au**
Phone: 1800 931 678 (free call)
Post: Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001

Australian Government's Financial Claims Scheme.

If you have a deposit account with us, you may be entitled to payment under the Australian Government's Financial Claims Scheme (FCS) in certain circumstances. The FCS is run by the Australian Government to protect customer bank account deposits held in Australian Authorised Deposit-Taking Institutions. Payments under the FCS are limited for each customer. You can find out more information about how the FCS limit is applied by visiting **bankofmelbourne.com.au** and searching 'Financial Claims Scheme'. You can also obtain more information about the FCS at **fcs.gov.au**.

Do you want to stop a payment?

Speed is important!

A payment cannot be stopped or altered after we have processed it to your account.

Contact us as soon as possible on 13 82 66, Monday to Friday, 8am to 6pm.

Periodical payments and scheduled payments.

You may stop or alter a periodical payment or a scheduled payment by telling us before the end of the Business Day before the day the payment is to be made.

Direct debits.

You may cancel a direct debit arrangement with a merchant by contacting us, but you should also contact the merchant who has been given the direct debit authority.

Cheques.

You may stop a cheque by telling us before the cheque is paid by us.

ELNO transactions.

If you need to alter or stop an ELNO transaction before it is settled, you must do so through the ELNO's system before settlement.

PayTo payment.

You can manage (e.g. stop or cancel) PayTo payments in Internet Banking (which may be unavailable due to outages).

Bank of Melbourne

Bank of Melbourne acknowledges the Traditional Owners as the custodians of this land, recognising their connection to land, waters and community. We pay our respects to Australia's First Peoples, and to their Elders, past and present.

PayTo is a registered trademark of NPP Australia Limited.

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