



Bank of  
Melbourne


# Term Deposits.

Terms and Conditions  
and General Information.

Effective date: 27 October 2023



## 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](http://bankofmelbourne.com.au)

### Accessibility support.

At any time, you can inform us how you would prefer to be contacted. If you are deaf and/or find it hard hearing or speaking with people who use a phone, you can reach us through the National Relay Service (NRS). To use the NRS you can register by visiting [accesshub.gov.au/about-the-nrs](http://accesshub.gov.au/about-the-nrs)

Visit [bankofmelbourne.com.au/accessibility](http://bankofmelbourne.com.au/accessibility) for further information on our accessible products and services for people with disability.

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

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

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

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

## Contents.

### Part A – Terms and Conditions that apply to Term Deposit Accounts. ....5

Table 1 – Summary of Account features and benefits: Term Deposit Accounts. ....5

### Section 1 – Accounts. ....7

1	About these terms and conditions. ....	7
2	Opening an Account. ....	7
3	Interest. ....	8
4	Fees and charges. ....	10
5	Adjustment of debits and credits to your Account. ....	10
6	Mistaken internet payments. ....	10
7	Maturity Advices and Account Confirmations. ....	11
8	Deposits. ....	12
9	Renewing your Account. ....	13
10	Options. ....	13
11	Withdrawals. ....	14
12	Account Combination. ....	16
13	Joint Accounts. ....	16
14	Authority to Operate. ....	17

### Section 2 – General matters. .... 19

1	Industry codes. ....	19
2	Changes to the Terms and Conditions. ....	19
3	Communications. ....	21
4	Your Privacy. ....	22
5	Marketing Communications. ....	22
6	Our Reporting Obligations. ....	22
7	Feedback and complaints. ....	23
8	Trade practices. ....	26
9	GST. ....	26
10	Assignment. ....	26
11	Australian Government's Financial Claims Scheme. ....	26
12	Reasonableness. ....	26
13	Deregistration ....	26
14	What happens if your details change? ....	27
15	Meaning of words. ....	28

<b>Part B – General information about our banking services.</b> .....	<b>29</b>
Branches and agencies. ....	29
General Descriptive Information. ....	29
Tax File Numbers. ....	29
What is a TFN? .....	29
How do you get one? .....	29
Quoting your TFN. ....	30
Exemptions. ....	30
Joint Accounts. ....	30
Partnerships. ....	30
Trust Accounts. ....	30
Accounts held for children. ....	30
How to quote your TFN. ....	30
Combination and Set-Off. ....	31
If you are in Financial Difficulties. ....	31
Joint Accounts. ....	31
Financial Institution Cheques. ....	32
Where we may delay or refuse transactions. ....	33
Payments in error. ....	34

## Part A – Terms and Conditions that apply to Term Deposit Accounts.

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

Features and Benefits	Term Deposit	Further Details
Most suitable if you need	A fixed term investment that pays a fixed rate of interest with a choice of terms (from 1 month to 60 months) and interest payment frequencies.	
Who is eligible to open an Account?	Personal and Business customers	Clause 2.8 and 13.6 of Section 1
How can Account be opened?	By Branch By Phone Online	Clause 2.2 and 2.8 of Section 1
Will I get regular advices?	Opening Confirmation, Maturity, Reinvestment and Repayment advices are sent*.	
<b>Account Opening</b>		
Minimum balance	\$1,000	Clause 2.4 and 11.3 of Section 1
Choice of Terms	From 1 month to 60 months	Refer Term Deposit Interest Rates brochure
<b>Accessing Your Account</b>		
Withdrawals Allowed	For Term Deposits opened or renewed on or after 1 August 2014, withdrawals are only permitted at maturity or on closure of the Account. From 1 January 2015, 31 days' notice is usually required to close the Account before maturity.	Clause 11 of Section 1

Features and Benefits	Term Deposit	Further Details
<b>Accessing Your Account (cont.)</b>		
Internet Banking	✓	
Phone Banking	✓	
Branch	✓	
Bank@Post	✓	
Card Access	✗	
<b>Other features and benefits</b>		
Interest Payment options	✓	Clause 3 of Section 1

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

## Section 1 – Accounts.

### 1 About these terms and conditions.

- 1.1 These terms and conditions apply to your Account.
- 1.2 You should read the Terms and Conditions carefully, along with any other terms and conditions we give you that apply to your Account.
- 1.3 Separate terms and conditions apply to your use of Internet and Phone Banking and Business Banking Online. You can obtain a copy of the terms and conditions for other banking services we offer by:
- Visiting any branch;
  - Calling our Customer Contact Centre on **13 22 66**;
  - Visiting our website [bankofmelbourne.com.au](http://bankofmelbourne.com.au)

### 2 Opening an Account.

- 2.1 An Account is a Term Deposit. A Term Deposit is a deposit that you agree to leave with us for a fixed term.
- 2.2 You can begin the process of opening an Account by:
- Visiting any branch;
  - Calling our Customer Contact Centre on **13 22 66**;
  - Visiting our website [bankofmelbourne.com.au](http://bankofmelbourne.com.au)
  - Logging on to Internet Banking (if you are registered for Internet and Phone Banking. Not available for joint applications.).
- 2.3 When you open an Account you may choose from a range of terms, interest rates, interest payment options and types of Term Deposits that we make available at that time. Information about our current standard Term Deposits, including interest rates and terms, is available in our Interest Rates Brochure. You can obtain a copy of this Rates Brochure by:
- Visiting any branch;
  - Calling our Customer Contact Centre on **13 22 66**;
  - Visiting our website [bankofmelbourne.com.au](http://bankofmelbourne.com.au)
- 2.4 We require a minimum opening deposit for an Account.
- 2.5 We give you the Funding Period after your Account is first opened to deposit funds to your Account (the Funding Period does not apply to renewed Accounts). If you do not make the deposit, we may close your account at the end of the Funding Period.

- 2.6 When you open an Account with us:
- (a) you will need to provide any information we reasonably request about you or any other person (such as a signatory or beneficiary); and
  - (b) you may give us your Tax File Number (TFN), or quote an applicable exemption. Collection of TFNs by us is authorised by tax law. You do not have to give us your TFN or quote an exemption, but we are required to withhold tax from interest payments if you do not.

2.7 We may refuse to accept any deposit.

## 2.8 Accounts for Minors

The following restrictions apply if the Account holder is under the age of 14:

- the Account must be opened in the minor's name, by a parent, guardian, or grandparent, i.e. an adult must sign the Account opening form and the parent, guardian, or grandparent opening the Account must become an authorised signatory at the time of opening the Account;
- there must be at least one authorised signatory on the Account;
- any additional authorised signatory can remove themselves from an Account at any time;
- the sole authorised signatory cannot be removed from the Account until the Account holder has turned 14 or another authorised signatory is added to the Account;
- an authorised signatory cannot remove another signatory from the Account;
- once an authorised signatory is removed from the Account, the authorised signatory will no longer have authority to operate the Account on behalf of the Account holder.

## 3 Interest.

3.1 The interest rate applying to your Account is set out in the Account Confirmation we give you after your Account is opened or renewed.

3.2 Subject to clause 3.3 of Section 1, the interest rate on an Account will not change during the term unless the rate is changed by us as a result of you changing the details of your Account such as the amount, term or the interest payment options (where permissible) during a Grace Period.

3.3 Withdrawals before the end of a term are only permitted if you close the Account. For Term Deposits opened or renewed on or after 1 August 2014, from 1 January 2015 you must usually give us 31 days' notice to close your Account

during a term. See clause 11 of Section 1 for details, including the interest rate adjustment that may apply.

3.4 Unless we specify otherwise, if we quote you an interest rate, the rate that applies to your Account may be different if the Account is not opened or renewed on the same day as the quote is provided.

3.5 We give you the Funding Period after your Account is first opened to deposit funds to your Account (the Funding Period does not apply to renewed Accounts). The interest rate that will apply to your Account will be based on the balance of your Account at the end of the Funding Period.

3.6 Interest rates available from time to time are set out in our Interest Rates Brochure. You can obtain copies of our Interest Rates Brochure copy of this Rates Brochure or otherwise find out the current rates on Bank of Melbourne Term Deposit Accounts by:

- Visiting any branch;
- Calling our Customer Contact Centre on **13 22 66**;
- Visiting our website [bankofmelbourne.com.au](http://bankofmelbourne.com.au)

3.7 From time to time we may make special rates available for Accounts in addition to our standard rates. Visit your local branch to find out if a special rate may be available to you.

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

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

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

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

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

Guarantee, or where you have used the funds in your Account to secure a bank guarantee.

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

## 4 Fees and charges.

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

## 5 Adjustment of debits and credits to your Account.

- 5.1 We credit payments to your Account as soon as practicable after we receive them. This is not necessarily the same day that we receive the payment.
- 5.2 We may subsequently adjust debits and credits to your Account, and the balance of your Account, so as to accurately reflect the legal obligations of you and us (for example, because of an error or because a deposited cheque or a direct entry payment is dishonoured). If we do this we may make consequential changes (including to the interest payable, or already paid on your Account).

## 6 Mistaken internet payments.

- 6.1 If you make a mistaken internet payment, please report it to us as soon as possible. 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.
- 6.2 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.
- 6.3 Where:
- (a) both we and the sending institution are satisfied that a payment made to your account is a mistaken internet payment; and
  - (b) sufficient credit funds are available in your account to the value of that payment; and

- (c) the mistaken internet payment is reported 7 months or less after the payment; and
- (d) 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 time we specify,

we may, 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.

- 6.4 If there are insufficient funds in your account, you agree to co-operate with us to facilitate payment by you of an amount of the mistaken internet payment to the payer. The amount of this payment may be the total value of the mistaken internet payment, or only a portion of that amount, as determined by us in accordance with the ePayments Code. We will use reasonable endeavours to recover the remaining funds from you.
- 6.5 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.
- 6.6 If you are unhappy with how your report of a mistaken internet payment 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.

## 7 Maturity Advices and Account Confirmations.

- 7.1 Each time you open an Account, or your Account is renewed, we will give you an Account Confirmation setting out the details of your Account, including the interest rate, the term and the interest payment frequency. The Account Confirmation forms part of the governing terms of your Account. Copies of Account Confirmations are available on request. For renewed Accounts, the Account Confirmation will also give you information about changes you can make during the Grace Period.
- 7.2 You should check the Account Confirmation, and all other information we give you, carefully and promptly report any error or unauthorised transaction to us. You can do so by:
- Visiting any branch;
  - Calling our Customer Contact Centre on **13 22 66**.

- 7.3 Where a Term Deposit Account will mature after 1 January 2015, we will give you a Maturity Notice no less than 6 Business Days before the maturity date. It reminds you of the upcoming maturity of your Account and lets you know your options for what will happen at maturity.
- 7.4 For Term Deposits opened before 1 July 2019, we do not issue account statements. For Term Deposits opened or renewed on or after 1 July 2019, we will issue account statements at least every six months. For other statement options, please contact us.

## 8 Deposits.

- 8.1 We may set maximum and minimum amounts for deposits to an Account.
- 8.2 Funds deposited to your Account will not be available for withdrawal until cleared (this ordinarily takes 3 business days). We may refuse to accept any cheque for deposit. If a cheque is deposited through one of our agents, the clearance time may be longer.
- 8.3 An Account is an Australian dollar account. If we receive an amount or item in a foreign currency for deposit to your Account (including a telegraphic transfer or cheque drawn in foreign currency) we will convert the foreign currency amount into Australian dollars using an exchange rate that we set. Visit any branch for more information about exchange rates that we offer. Additional fees may also apply.
- 8.4 If you deposit a cheque or other item (a "foreign item") drawn in Australian dollars on an overseas financial institution or drawn in a foreign currency, our collection of the foreign item is subject to additional terms and conditions. You may ask for a copy of the additional terms and conditions at any branch. The terms and conditions applying to our collecting a foreign item for deposit to your Account include (along with other terms) that:
- (a) the proceeds of the foreign item will not be available for withdrawal until clearance by the overseas bank. Clearance takes approximately 3 to 6 weeks, but is dependent on the processing times of the overseas bank; and
  - (b) the foreign item may be dishonoured at any time after you withdraw against the proceeds of the item.
- If a foreign item is dishonoured, we debit the amount of the foreign item to your Account. We apply the exchange rate applicable at the date we process the dishonour to work out the Australian dollar amount that will be debited to your Account, and the exchange rate may be different from the exchange rate applicable at the time the foreign item was deposited. This means that the

amount debited to your Account when the dishonour is processed may be more than the amount credited to your Account when the foreign item was deposited.

## 9 Renewing your Account.

- 9.1 Unless you tell us or we specify otherwise, we will renew your Account automatically when the term ends.
- 9.2 If a Grace Period applies, we give you a Grace Period after the end of the term to:
- (a) ask us to close the Account; or
  - (b) change the details of the renewed Account (such as the amount, term and the interest payment options).
- 9.3 If your Account is renewed automatically, your Account will be renewed for the same term as your maturing Account, at whatever interest rate we make available at the time of your Account renewal for that same term and balance. If we do not offer a Term Deposit Account for the same term as your maturing Account at the time of renewal, we will choose the most similar term from those we make available at the time your Account is renewed. The terms and conditions applying to your Account (as varied) will apply to your renewed Account. If an Account is opened or renewed on or after 1 August 2014, from 1 January 2015, 31 days' notice must usually be given to close the Account before its maturity date. This is explained in clause 11.
- 9.4 The interest rate applying to your renewed Account may change if you make any changes to the details of your Account (such as the amount, term or the interest payment options) during the Grace Period. If you make any changes, we will confirm the interest rate (and other details) applying to your Account in the Account Confirmation we give you after the Account is renewed.
- 9.5 Bank of Melbourne offers special interest rates on selected terms. The terms that offer special rates vary from time to time. Therefore if you have a special rate, that rate will generally only apply for a single term. Higher or lower rates may apply for subsequent terms. We encourage you to contact us when your Term Deposit matures to discuss the rates that are available at that time.

## 10 Options.

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

- (a) you will not be able to exercise the option if you change any of the details of your Account at the end

of the term (including the length of the term, amount deposited or interest rate payment options); and

- (b) you may only exercise an option to renew your Account once. The option will not be available for subsequent renewals.

## 11 Withdrawals.

- 11.1 At the end of the term or, (if a Grace Period applies to your Account) during a Grace Period, you may withdraw some or all of the balance of your Account by instructing us to repay the amount into an Account that you nominate or in any other way we agree.
- 11.2 Except as permitted under clause 11.1, for Accounts opened or renewed on or after 1 August 2014, you can only withdraw during a term by closing the Account.
- 11.3 For Accounts opened and renewed on or after 1 August 2014, from 1 January 2015, you must provide us with at least 31 days' notice to close your Account prior to maturity, unless hardship applies as defined by Bank of Melbourne. If you have less than 31 days remaining of your term, the earliest you can access funds is after maturity, unless hardship applies as defined by Bank of Melbourne.
- 11.4 The 31 day notice period starts on the day (Sydney time) that you give us notice by visiting any branch during opening hours, or calling our Customer Contact Centre on 13 22 66. The balance of your Account will be repaid on day 32 (if that day is a Business day, otherwise the next Business day).
- 11.5 The 31 day notice period applies to all Accounts unless you can show that you need access to the Account earlier due to hardship. If you need earlier access to the Account because of a hardship situation, you will need to provide details to banking staff who can assess whether your case qualifies for an earlier disbursement under our hardship policy. If you qualify for early disbursement, the early closure still means that the interest you receive may be reduced under clause 11.9.
- 11.6 When you give notice of your intention to close your Account, you need to give the Bank instructions on how the funds should be disbursed. You can complete a notice of withdrawal at the branch. Alternatively you can give us notice by telephone. We will send you a Funds on Notice Advice the day after you provide us with notice of your intention to close your Account on 31 days' notice. Please contact the Bank if you do not receive this notice within 10 days.
- 11.7 Up until 5:00pm (Sydney time) on the Business day before the Account is to be closed you can cancel or change

your instructions by giving us a replacement notice of withdrawal. If you cancel the notice period, your Account balance will continue in the same Term Deposit until the end of the term without any interest adjustment, unless you start another notice period by asking again to close the Account.

- 11.8 If you do not provide instruction about repayment of the Account balance in the notice of withdrawal, we will attempt to contact you to arrange collection of your funds. If no contact is made, we will send a bank cheque for the principal and interest (less any bank cheque fee) to the address that you have most recently advised to us within a reasonable period.
- 11.9 If you withdraw an amount during the term, which is not permitted under clause 11.1 of Section 1 or if you close the Account during a term, we may reduce the interest rate that applies to that amount withdrawn for the period that amount was deposited (but only from the day that the Account was last renewed) as set out below:

When withdrawal is made	Interest rate reduction
Outside a Grace Period and less than 14 days after the beginning of the term.	No interest is paid.
Outside a Grace Period and 14 days after the beginning of the term, where:	
<ul style="list-style-type: none"> <li>less than 20% of the term has elapsed</li> </ul>	90% of the interest rate that applies to your Account
<ul style="list-style-type: none"> <li>20% or more of the term has elapsed, but less than 40%</li> </ul>	80% of the interest rate that applies to your Account
<ul style="list-style-type: none"> <li>40% or more of the term has elapsed, but less than 60%</li> </ul>	60% of the interest rate that applies to your Account
<ul style="list-style-type: none"> <li>60% or more of the term has elapsed, but less than 80%</li> </ul>	40% of the interest rate that applies to your Account
<ul style="list-style-type: none"> <li>80% or more of the term has elapsed</li> </ul>	20% of the interest rate that applies to your Account

- 10.10 If you withdraw an amount during a Grace Period, we will pay interest on the withdrawn amount at the Grace Period Rate for the period that the withdrawn amount had been deposited (but only from the day that



the Account was last renewed). The Grace Period Rate is variable, and the rate that applies from time to time is set out in the Interest Rates Brochure. The Interest Rates Brochure forms part of the governing terms of your Account.

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

## 12 Account Combination.

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

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

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

## 13 Joint Accounts.

13.1 The credit balance of a joint Account is held jointly by all Account holders. This means that each Account holder has the right to all of the balance, jointly with the other Account holders.

13.2 If a joint Account holder dies, the remaining account holder holds the credit balance and, if there is more than one, those remaining Account holders hold the credit balance jointly.

13.3 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 13 of Section 2.

13.4 The joint Account holders must sign an authority to tell us the method by which they permit operations on the joint Account. Any Account holder can require us to operate the Account on the signature of all Account holders. If you ask for an Account to be operated jointly, some Account features may not be available. If we are made aware of any dispute on a joint Account, we may choose to require all joint Account holders to sign to authorise any operation of an Account.

13.5 We may accept a cheque to open a joint Account which is payable to any one or more of the joint account holders or partners of a partnership.

13.6 All Account holders of joint Accounts must be 14 years old or over.

## 14 Authority to Operate.

14.1 You may nominate a person to operate on your Account by completing an "Authority to Operate" form available at any branch.

14.2 We will not allow a person to operate on your Account until their identity has been verified in accordance with our identification procedures.

14.3 We may impose limits on who you may authorise to operate on your Account (such as limits on the number of people authorised to operate on your Account).

14.4 If the Account holder is a company, partnership or a trustee:

- (a) for trusts, all trustees must be authorised to operate on the Account;
- (b) for sole director companies, the sole director must be authorised to operate on the Account;
- (c) for companies other than sole director companies, at least two directors, or at least a director and a company secretary, must be authorised to operate on the Account; and
- (d) for partnerships, at least two partners must be authorised to operate on the Account.

- 14.5 By signing an Authority to Operate, you instruct us to allow a person to be authorised to operate on your Account and to conduct any transactions on your Account that you could.
- 14.6 Any person able to operate on your Account must be authorised by you, including if you are a company, partnership or trustee. You must not enable any person to operate on your Account by voluntarily disclosing any Access Method to them.
- 14.7 An Authority to Operate will remain in force until we cancel it, or receive written notice of cancellation notice of the death of the person granting the authority and that notice has been processed by us (this may take up to two Business Days). Notice of cancellation must be signed by all other Account holders. We may require a new Authority to Operate before we allow further operations on your Account.
- 14.8 If we are notified of a dispute about an Authority to Operate or the owner or owners of an Account, we may refuse to allow operations on your Account until all parties concerned have signed any authority we require.
- 14.9 We will not allow a person to operate on your Account until his or her identity has been verified in accordance with our identification procedures.
- 14.10 We are not liable for any loss or damage caused to you by persons authorised to operate on your Account, except to the extent that it's caused by our fraud, negligence, wilful misconduct or any breach of a legal obligation we have to you including under the ePayments Code and any Banking Code obligation we have to act fairly and/or reasonably.
- 14.11 You consent to us giving any person authorised to operate on your Account information about your Account.

## Section 2 – General matters.

### 1 Industry codes.

- 1.1 The Australian Banking Association's banking code of practice as updated, and adopted by us, from time to time (**Banking Code**) sets out the standards of practice and service in the Australian banking industry for individuals and Small Business customers, and their guarantors who are individuals.

The relevant provisions of the Banking Code apply to the banking services referred to in this document. This means that we will comply with the Banking Code, where it applies to the banking services provided to you.

You can view a copy of the Banking Code on our website or ask us for a hard copy in branch or over the phone.

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

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

### 2 Changes to the Terms and Conditions.

- 2.1 The Terms and Conditions can be changed by us at any time. However, the interest rate for a term may not be changed during the term (note that the return on your Account may be reduced if you withdraw an amount during a term outside a Grace Period or close the Account during a term – see clause 11 of Section 1).
- 2.2 We will give notice of any change to the Terms and Conditions in accordance with the times set out in the following table, and in the manner described in clause 3 of Section 2. However, we can give you a shorter notice period (or no notice) where it's reasonable for us to manage a material and immediate risk.

Type of change	Timeframe
Introducing a new fee	30 days in advance
Increasing an existing fee	30 days in advance
Change in the way interest is calculated, charged or paid to the Account	30 days in advance
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 a government agency, government or representative body
Change to any term or condition necessary or desirable to comply with or reflect any law, regulator guidance or requirement, or decision of a court or other dispute resolution process	As soon as reasonably possible (which may be before or after the change is made) or, if we believe the change is unfavourable to you, at least 30 days before the change takes effect
Change to how and when deposits may be made	
Change to terms of the Grace Period at maturity of a term	
Change to how and when withdrawals may be made from the Account	
Change to any term or condition where the change reflects changes to our business or technological systems or processes, where we reasonably consider the change to be beneficial to you, or where the change is administrative or corrects a mistake or omission	
Change to any term or condition in any circumstance where it is reasonably necessary to protect our legitimate interests	

### 3 Communications.

- 3.1 Communications relating to your Account, including notice of any changes to the Terms and Conditions, will be given in writing, or in any other way agreed with us.
- 3.2 We may give communications in writing directly or by media advertisement. We may also give communications in writing electronically – see clause 3.7 of Section 2.
- 3.3 If we give a written communication directly, we will send it to the most recent address you have given us. You must promptly inform us of any change to your contact details. Where we send a written communication by ordinary mail, we will regard that notice as given 6 Business Days after we post it.
- 3.4 You must ensure that your contact details are correct and up to date at all times. You must promptly inform us of any change to your name or address. If we cannot locate you after having made reasonable efforts to do so, we may stop operations on your Account until you give us your current contact details.
- 3.5 If your Account is a joint Account and all Account holders live at the same address, you agree that one Account holder will be appointed the agent of the other Account holders for the purposes of receiving communications from us. This means that only one copy of the communication will be sent for your Account.
- 3.6 If the government introduces or changes a government charge payable directly or indirectly by you, we will notify you in writing unless the introduction or change is publicised by a government, government agency or representative body. You agree to receive notice in these ways.
- 3.7 If you agree, we may use electronic means to communicate with you. For example, we may send electronic notices or other communications about our products and services.
- 3.8 We need not give any notice where a change has to be made to maintain or restore the security of our systems or an Account.
- 3.9 We may require any request from you to be in writing, and in a form acceptable to us.
- 3.10 If your business is a partnership, you and each other partner in the partnership acknowledges and agrees that:
- (a) any notice or act of any one or more partners binds all of them; and
  - (b) these Terms and Conditions continue to bind the partners of the partnership notwithstanding the dissolution, or any change at any time in the constitution, of the partnership.

## 4 Your Privacy.

When you apply for an Account from us, the application form contains a privacy statement which sets out in more detail how we use and when we disclose your personal information in relation to your Account.

We handle your personal information in accordance with the privacy statement in the application form for your Account. You can obtain a copy of our Privacy Statement by:

- Visiting any branch;
- Calling our Customer Contact Centre on **13 22 66**;
- Visiting [bankofmelbourne.com.au/privacy/privacy-statement](http://bankofmelbourne.com.au/privacy/privacy-statement).

## 5 Marketing Communications.

We will use your personal information to send you offers for products and services we believe may be of interest and value to you (including by email, SMS or other means) unless you have previously told us that you do not want to receive marketing offers from us. The products and services offered may be provided by us or one of our third-party partners. If you do not want to receive direct marketing offers from us, you can manage your marketing preferences in your online banking profile, let us know using the contact details in our [Privacy Statement](#) or follow the opt-out instructions in the message.

## 6 Our Reporting Obligations.

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, including information about the foreign tax identification number for all countries you or any shareholder, beneficiary, settlor or controlling person are a foreign tax resident of, we may be required to limit the services we provide to you. This could include not opening your Product, or limiting functions or services of your Product, or closing it.

Unless you tell us otherwise, by completing any application for products covered by these terms and conditions, you certify that you, 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 (e.g. 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 such beneficiary and, in any case, before such distribution is to be made to them. You may contact us to provide foreign tax residence information by calling 1300 725 863. 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.

## 7 Feedback and complaints.

### Delivering on our service promise.

- 7.1 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.

- 7.2 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:**

7.3

#### **Over the phone**

Please call us from anywhere in Australia on 13 22 66 or if you're a business customer, please call 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

<https://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.**

7.4

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

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

Phone: 1800 931 678 (free call)

Post: Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001

### **EFT Transactions.**

7.5

If it is unclear whether you have contributed to any loss, that is the subject of any complaint you make to us, we will consider all reasonable evidence, including all reasonable explanations for a transaction occurring. The fact that your Account has been accessed with the correct codes or passwords, while significant, will not be conclusive evidence that you have contributed to any loss.

7.6

We will not require you to raise complaints or disputes in relation to the processing of electronic funds transfers with any other party to the shared electronic funds transfer system. Where we have been notified by another party to the shared electronic funds transfer system, or from the view, that a transaction has been debited or credited incorrectly to your Account, we will investigate. We will make any corrections to your Account we consider appropriate in the circumstances. We will also notify you as soon as practicable, after reversing an incorrect credit.

7.7

We will inform you in writing of our decision relating to an electronic funds transfer dispute and, if the dispute is not resolved to your satisfaction, any further action you can take to resolve the dispute. We will inform you in writing of our decision relating to any other dispute in writing, unless we agree with you that the notice can be given verbally.

7.8

If, in relation to an electronic funds transfer, we fail to observe these terms and conditions when we allocate liability or when conducting our complaint investigation and dispute resolution procedures and as a result there is unreasonable delay or the outcome of our investigation is prejudiced, we will accept full liability for the amount that is the subject of the complaint.

## 8 Trade practices.

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

## 9 GST.

9.1 We tell you if any fees we charge you are GST inclusive.

9.2 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.

9.3 We will tell you of any additional GST amount you must make on a payment.

## 10 Assignment.

You cannot assign your rights under the Terms and Conditions.

## 11 Australian Government's Financial Claims Scheme.

You may be entitled to payment under the Australian Government's Financial Claims Scheme. Payments under the Financial Claims Scheme are subject to a limit for each depositor. Information about the Financial Claims Scheme can be obtained from [www.fcs.gov.au](http://www.fcs.gov.au)

## 12 Reasonableness.

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

## 13 Deregistration

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

- We'll notify the former directors that the Account has been frozen.
- No activity on the Account will be permitted, including withdrawals, payments, periodical payments and scheduled payments.
- We may apply funds in the Account to clear debts in accordance with the 'Combination and Set-Off' section in Part B.

- 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.
- We may take action to recover outstanding debit balances on the Account.

## 14 What happens if your details change?

If your address or other relevant details change, please notify us as soon as possible. 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). In each case, this can be done easily by calling Business Telephone Banking or visiting one of our branches. 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).

If the Account signatories change, please notify us as soon as possible by visiting any of our branches.

Please note that unless you have given us adequate prior notification of Account changes, we cannot be held responsible for any resulting errors or losses.

## 15 Meaning of words.

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

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

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

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

**“Grace Period”** means the period referred to in clause 9.2 of Section 1. Unless we specify otherwise, the length of the Grace Period is 14 days for an Account that is a Term Deposit; but if the end of the Grace Period would fall on a Sunday or a public holiday, the period ends on the immediately preceding Business Day.

**“Grace Period Rate”** – see clause 11.9 of Section 1.

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

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

**“Maturity Notice”** – see clause 7.3 or Section 1.

**“Mistaken Internet Payment”** means a ‘Pay Anyone’ payment (other than one made using BPAY®) made by you to an account of an unintended recipient, because you entered an identifier, BSB, and/or account number that doesn’t belong to the intended recipient, as a result of: (a) your error; or (b) you being advised of the wrong identifier, BSB, and/or account number. This excludes payments made as a result of a scam.

**“Related Entity”** means a company that is related to us for the purposes of the Corporations Act 2001.

**“Small Business”** has the meaning given to it in the Banking Code.

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

**“Westpac Group”** means Westpac Banking Corporation and ABN 33 007 457 141 AFSL 233714 ACL 233714 and its related bodies corporate.

**“we”, or “us” or “Bank of Melbourne” or “the Bank”** means Bank of Melbourne – A Division of Westpac Banking Corporation ABN 33 007 457 141 AFSL 233714 ACL 233714 and its successors and assigns.

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

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

## Part B – General information about our banking services.

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

### Branches and agencies.

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

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

### General Descriptive Information.

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

### Tax File Numbers.

#### What is a TFN?

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

#### How do you get one?

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

## Quoting your TFN.

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

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

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

## Exemptions.

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

## Joint Accounts.

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

## Partnerships.

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

## Trust Accounts.

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

## Accounts held for children.

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

## How to quote your TFN.

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

## Combination and Set-Off.

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

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

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

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

## If you are in Financial Difficulties.

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

## Joint Accounts.

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

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

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

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

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

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



If your Account is in more than one person's name you agree that each person may use your Account and have access to information about your Account without your consent.

### Financial Institution Cheques.

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

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

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

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

### Where we may delay or refuse transactions.

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, delay, block, freeze or refuse a transaction.

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 and/or Internet Banking 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
- 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. Bank of Melbourne 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:

- (a) 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;
- (b) the underlying activity for which any product is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country); and
- (c) you will not access or use your Internet Banking in a Sanctioned Jurisdiction.

You should also be aware that:

- (a) 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
- (b) 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.

## **Payments 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 payment amount made in error and return it to the understood source of origin or as required by law, code or regulation.

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 made by us. We will take steps, acting reasonably, to contact you in relation to a payment made in error where we consider it relates to a scam or fraud, unless we are unable. See the 'Mistaken internet payments' section for more information.



Bank of  
Melbourne



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

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