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This banking product is provided by  
Australia and New Zealand Banking Group Limited  
ABN 11 005 357 522 AFSL 234527

## StrataCash Management Accounts Terms and Conditions

This booklet contains terms and conditions for the following accounts and services:

- StrataCash High Yield
- StrataCash General
- StrataCash Basic
- StrataCash Corporate
- StrataCash Management Account
- Phone Banking
- Term Deposits

This booklet must be read in conjunction with the "StrataCash Management Accounts – General Fees and Charges" and "StrataCash Management Accounts – Transaction and Accounts Fees and Charges" booklets. Together they form your Terms and Conditions for the above products.

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# About your account

## General

Your account is provided by Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) ("ANZ"). Any reference to "we", "us" or "our" in these terms and conditions is a reference to ANZ.

Any reference to "Affiliate" in these terms and conditions is a reference to StrataCashManagement Pty Ltd (ABN 44 124 400 924).

If you have any questions or require further information about how to open an account or support for existing account holders, simply contact the Affiliate by telephone. Details as to how to contact the Affiliate are provided at the back of this booklet.

## Application of these terms and conditions

If you are opening a new account, these terms and conditions will apply immediately. Other terms and conditions, including those implied by law, apply. To the extent of any inconsistency, these terms and conditions shall prevail to the extent permitted by law.

You should read all relevant terms and conditions material that is provided to you and ask the Affiliate about any issues that concern you.

## Code of Banking Practice

If you are an individual or a small business (as defined in the Code of Banking Practice) we are bound by the Code of Banking Practice when we provide our products and services to you.

## Law and Jurisdiction

These terms and conditions are governed by the law in force in the place where your account is domiciled.

In relation to any proceedings about or in connection with your account, you and we agree to submit to the non-exclusive jurisdiction of the courts that have jurisdiction under the law.

## Section 1: How to open an account

### Identification

To open any account, Federal law requires all account holders and signatories to be identified. One easy way to provide identification is to present a current passport or current photographic drivers licence or a current photographic ID card.

Listed below are the documents and identification you need to provide when opening a business account.

Companies
Australian Company Number Certificate of Registration of Business Name (if applicable) Tax File Number (Optional) Trust Deed (if applicable) Certificate of Incorporation
Body Corporate
Certificate of Incorporation Minutes of Properly Constituted Meeting of the Body Corporate or copy of mandate authorising a specific Body Corporate Manager to act on your behalf. (Agency Agreement)

### Tax File Numbers

Federal law provides that all accounts earning deposit interest in a tax year may be subject to Tax File Number (TFN) legislation. It is not compulsory for you to provide your TFN. However, if you choose not to do so, we are required to deduct withholding tax from any interest earned unless you are in an exempt category.

Withholding tax is calculated at the highest marginal tax rate plus Medicare Levy. We will preserve the confidentiality of your TFN, which can be recorded for all your accounts, in accordance with the Privacy Act.

## Section 2: Operating your account

### Authority for account operation

At the time of opening your account, you nominate the persons who are authorised to operate the account. We can act at all times on the basis that the authorised operator(s) can act fully and effectively in all dealings, matters and transactions in respect of the account. You are responsible to us for all liability which is incurred as a result of operations on the account. If you hold your account jointly or in partnership with one or more other persons, then each of you is jointly and severally responsible to us for any liability. If you wish to alter the account authorisation instructions, then you must notify us in writing.

### Deposits

ANZ Term Deposits have specific terms and conditions in relation to depositing. Please refer to the "Specific Terms & Conditions for ANZ Term Deposits" section on page 14 for details. For all other accounts, you can make deposits to your account:

- in person at any ANZ branch
- by arranging an electronic credit via a financial institution.

Deposits may also be made using Fast Deposit Bags and ANZ Fast Deposit Envelopes in ANZ branches (where available). Additional conditions apply if you use Fast Deposit Bags. These conditions are available from any ANZ branch.

The following terms and conditions apply to deposits made using ANZ Fast Deposit Envelopes:

- ANZ Fast Deposit Envelopes can be used to make a deposit to a single StrataCashManagement account. Each deposit must be accompanied by a completed deposit slip and one or more cheques drawn on an Australian bank in Australian currency only – no notes/coin, foreign currency or foreign cheques are to be placed in the ANZ Fast Deposit Envelope. No third party cheques are to be placed in the ANZ Fast Deposit Envelope without prior arrangement with us;
- A separate ANZ Fast Deposit Envelope and completed deposit slip must be used for deposits made to each separate account;
- You must follow the directions contained on the ANZ Fast Deposit Envelope, otherwise we may, at our discretion, return the ANZ Fast Deposit to you without processing or completely processing the deposit;
- You must not place anything inflammable, explosive, harmful, noxious or dangerous inside an ANZ Fast Deposit Envelope;
- Once you have followed the directions contained on the ANZ Fast Deposit Envelope, place the sealed envelope into the ANZ Fast Deposit Box located inside the branch (where available);
- We will treat deposits made using ANZ Fast Deposit Envelope as having been received by us on the same day that you make the deposit providing your ANZ Fast Deposit Envelope is deposited at the ANZ Fast Deposit Box before 4pm Monday to Thursday, or 5pm Friday in the branch where you make the deposit. Otherwise we will treat the deposit as having been received by us on the following day that the branch where you made your deposit is open for business. We will credit your account with effect from the day that we treat the deposit as having been received under this clause (proceeds of cheques and other negotiable instruments will be unavailable until cleared);
- If the amount recorded on a deposit slip accompanying your deposit differs from our calculation of the total value of cheques deposited, we reserve the right to adjust your account to reflect our calculation. Our calculation will be deemed accurate and conclusive evidence of the value of the cheques deposited;
- We are not responsible to you for:
  - a. Any discrepancy between our calculation and your calculation of the contents of the ANZ Fast Deposit Envelope;
  - b. Any loss or theft from an ANZ Fast Deposit Envelope;
  - c. Any loss or damage which occurs if you have breached your obligations under these conditions of use or act negligently or fraudulently when using ANZ Fast Deposit Envelope;
  - d. Any delay in acting upon instructions from you which results from the temporary breakdown of, or interruption to, the ANZ Fast Deposit Envelope service, or any other circumstances beyond our reasonable control;
  - e. Any loss or damage (including consequential loss or damage) suffered in relation to the use of, or inability to use, the ANZ Fast Deposit Envelope service, unless the loss or damage is attributable

to the negligence or wilful default of us, a breach of a condition or warranty implied at law in contracts for the supply of goods or services which may not be excluded, restricted or modified or only to a limited extent;

- You are liable for, and indemnify us against any loss or damage we may suffer because you did not observe your obligations under these conditions or acted negligently or fraudulently when using ANZ Fast Deposit Envelope service;
- It is your responsibility to retain details of cheques deposited using the ANZ Fast Deposit Envelope service so that in the event of any loss or damage you are able to approach the drawer for a replacement.

### **Withdrawals**

You can make withdrawals from your account by:

- Cheques (if your account has a cheque facility)
- Direct Debit

We may allow you to make withdrawals or debits to your account in other ways. If we do, we can impose further terms and conditions for those withdrawals or debit arrangements.

### **Direct Debit**

A direct debit is a debit from your account that you arrange through a merchant or other service provider.

You can:

- arrange for a direct debit to be stopped if you notify us in writing before the payment is made. A Stop Payment fee may be charged for this service;
- arrange for payment of a direct debit to be altered if you notify us in writing at least two banking days before the payment is made. A banking day is a day in which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia; and
- cancel a direct debit request at any time by notifying us in writing.

We may charge a fee for cancelling a direct debit.

### **Interest**

ANZ Term Deposits have specific terms and conditions in relation to interest calculation. Please refer to the "Specific Terms & Conditions for ANZ Term Deposits" section on page 14 for details.

Interest is calculated on the daily closing credit balance of your account. Interest is compounded and paid to the account monthly, based on the account opening date or another date nominated by us. The rate of interest is banded. This means that different rates apply to different parts of the account balance. The daily interest rate is the annual rate divided by 365.

For example, assume:

- Your balance is \$60,000
- You make no withdrawals or additional deposits from 1 July to 31 July
- The applicable interest bands are as follows:

Balance Tier	Interest Rate
\$1 - \$9,999	1.00%pa
\$10,000 - \$24,999	2.50%pa
\$25,000 - \$49,999	3.50%pa
\$50,000 and above	4.90%pa

Based on the above assumptions, you would earn \$156.28 in interest for the period 1 July to 31 July inclusive. See calculation below:

1. Split the account balance into 4 bands  
\$1- \$9,999=Band 1; \$10,000 - \$24,999=Band 2; \$25,000 - \$49,999=Band 3;  
\$50,000 and above = Band 4

2. Divide the banded interest rates by 365 to calculate the daily interest rate.  
 Band 1:  $0.010 (1.00\%)/365 = 0.000027397260 (0.002739726\%)$   
 Band 2:  $0.025 (2.50\%)/365 = 0.000068493151 (0.0068493151\%)$   
 Band 3:  $0.035 (3.50\%)/365 = 0.000095890410 (0.0095890410\%)$   
 Band 4:  $0.049 (4.90\%)/365 = 0.00013424658 (0.013424658\%)$
  
3. Multiply the daily banded interest rates by the respective band balances to calculate the interest that accrues each day per band.  
 Band 1:  $0.000027397260 (0.002739726\%) \times \$9,999 = \$0.273945$   
 Band 2:  $0.000068493151 (0.0068493151\%) \times \$15,000 = \$1.027397$   
 Band 3:  $0.000095890410 (0.0095890410\%) \times \$25,000 = \$2.39726$   
 Band 4:  $0.00013424658 (0.013424658\%) \times \$10,001 = \$1.3426$
  
4. Add the interest earned per interest band to calculate the total interest earned per day.  $\$0.27395 + \$1.02740 + \$2.39726 + \$1.3426 = \$5.041203$
  
5. Multiply the total daily interest earned by the number of days in the period to calculate the total interest payable for the period  $\$5.04121 \times 31 = \$156.28$  (rounded to two decimal places).

### **Interest Rates**

Details of current interest rates applicable to your account are available from your StrataCashManagement Account Manager by calling **1800 65 63 68**.

### **Fees**

Information on all current standard fees and charges, together with fee free thresholds, is contained in the StrataCashManagement Accounts Fees and Charges booklet available by from your StrataCashManagement Account Manager by calling **1800 65 63 68**. Fees incurred will be charged to your account monthly, based on the account opening date or such other date as we advise.

We may waive fees under certain circumstances. If we fail to collect a fee to which we are entitled, we have not waived our right to collect the fee:

- > at a later date with notice to you; or
- > for future transactions of the same nature.

### **GST**

Terms used in this clause have the same meaning as those defined in the A New Tax System (Goods and Services Tax) Act 1999 ("GST Act) unless provided otherwise.

If any supply made under or in connection with this agreement is subject to GST, the party making the supply ("ANZ") may increase the consideration otherwise provided for by the amount of that GST and recover such additional amount from the party liable for payment of the consideration. This clause does not apply to the extent that the consideration is expressly agreed to be GST inclusive.

If you are required to reimburse us for any costs, the amount must be reduced to the extent that we are entitled to claim an input tax credit in respect of those costs. A party will be assumed to have an entitlement to claim a full input tax credit unless it demonstrates otherwise prior to the date on which the consideration must be provided.

No payment of any amount in respect of GST is required until we have provided a tax invoice or adjustment note, as the case may be, to you. We must provide a tax invoice or adjustment note to you as required by the GST Act.

Any reference in this agreement to fee, price, value, sales, revenue, or similar amount ("Revenue") shall be a reference to that Revenue exclusive of GST, unless and to the extent that the revenue is expressly agreed to be GST inclusive.

## **Statements**

We will issue statements for your account (except for ANZ Term Deposits) at least semi-annually or more often if you request.

We can arrange for statements to be sent to a nominated third party. A fee will be charged if you require multiple statements, duplicate copies of statements, faxed statements or held statements.

Statements are not issued for ANZ Term Deposits.

## **Your Obligations**

You must review and reconcile your records in respect of each account held with us within sixty (60) days after you should have received the relevant statement of account (the "account reconciliation period") and notify us immediately if:

- There has been any alleged omission from, or debits wrongly made to, an account, or
- Any unauthorised transaction has been effected in respect of an account.

Except to the extent notified by you pursuant to this clause, all non-ANZ initiated transactions including, but not limited to, cheques, direct debits, telegraphic transfers and electronic transactions ("non-bank" transactions) in the statement of account at the end of the account reconciliation period shall be conclusive evidence that they are correct and complete and we shall be free from all claims in respect of such amount.

We require you to take reasonable care and precautions to prevent unauthorised or fraudulent non-bank transactions occurring on your account(s) including, but not limited to:

- a. Reconciliation systems and procedures from which you can promptly ascertain whether unauthorised amounts have been debited to your account(s);
- b. Regular verification of transactions on your account(s) by suitably qualified and/or experienced people;
- c. Unless it is impractical, proper segregation of duties, that is, the person responsible for the matters described in subclauses a and b is a person other than that responsible for writing and/or authorising transactions.

If you do not take such steps then subject to any applicable law, you agree that you do not have any right to make a claim against us in respect of unauthorised or fraudulent non-bank transactions.

## **Disruption to service**

When planning transactions, please allow sufficient time. You should bear in mind that occasionally a banking service may be disrupted. A "disruption" is where a service is temporarily unavailable or where a system or equipment fails to function in a normal or satisfactory manner.

To the maximum extent permitted by law, we will only be liable for loss or damage suffered because of a disruption where that disruption is caused by an event within our reasonable control. We will not be liable for consequential loss or damage because of such disruption. This disclaimer is in addition to, and does not restrict, any other provision contained in these terms and conditions which limits our liability.

## **Inactive accounts**

If you do not operate your account for seven years and there is \$500 or more in your account, we are required by law to send your money to the Government as unclaimed money. While you can reclaim your money at any time, we suggest you operate your account regularly to avoid this inconvenience.

## **Change of account details**

You should notify us in writing as soon as possible of any changes to your account details including the name and address of the account holder, authorised operators or business. We will not be responsible for any errors or losses associated with account changes where we have not received prior notice.

## **Our right to combine accounts**

We can combine the balances or 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 debit and another is in credit.

This means that the credit balance in one account can be used to repay to us the debit balance in another account. We will promptly inform you if we have combined any of your accounts. We need not notify you in advance. You should not treat your accounts as combined unless we have agreed to such an arrangement.

### **Our Privacy Notice and Consents – Individuals**

When you deal with us, we are likely to collect and use some of your personal information. We explain below when and how we may collect and use personal information.

“Personal Information” means information about an individual. Our disclosure of non-personal information is subject to our general duty of confidentiality towards our customers.

This clause applies to you if you are:

- A personal customer of ours or a non-incorporated customer of ours (for example a sole trader or firm) (each a “Customer”); or
- A representative of a Customer (for example, a company director or officer or an authorised signatory) or some other kind of third party relevant to a Customer ( for example, an employee or guarantor) (each a “Third Party”).

### **Collection of your personal information by us**

If you are, or are considering acquiring, or have acquired a product or service from us, we may collect your personal information:

- To assist in providing information about a product or service;
- To consider your request for a product or service;
- To enable us to provide a product or service;
- to tell you about other products or services that may be of interest to you;
- to assist in arrangements with other organisations in relation to the provision of a product or service;
- to perform other administrative and operational tasks (including risk management, systems development and testing, staff training, and market or customer satisfaction research);
- to prevent or investigate any fraud or crime (or a suspected fraud or crime); and
- as required by relevant laws, regulations, codes and external payment systems.

If you are a representative of a Customer or any other type of Third Party, we are collecting your personal information:

- to identify you;
- to consider the Customer’s request for a product or service (including assessing their application);
- to enable us to provide the Customer with the relevant product or service.

### **Absence of relevant personal information**

If you do not provide some or all of the information requested, we may be unable to

- provide you with a product or service; or
- if you are a representative of a Customer or any other type of Third Party, to verify your authority to act on the Customer’s behalf or to provide the Customer with the relevant product or service.

### **Disclosure by us**

Subject to our general duties of confidentiality towards our customers, we may need to disclose your personal information to:

- your referee(s);
- credit reporting or debt collecting agencies;
- An organisation that is in an arrangement or alliance with us for the purpose of using their respective products or services (and any agents used by that organisation in administering such an arrangement or alliance);
- Any service provider we engage to carry out or assist our functions and activities;
- Regulatory bodies, government agencies, law enforcement bodies and courts;
- Other parties we are authorised or required by law to disclose information to;

- Participants in the payments system (including payment organisations and merchants) and other financial institutions (such as banks);
- Any person who introduces you to us;
- Your authorised agents or your executor, administrator or your legal representative.

### **Privacy consents**

By acquiring or continuing to hold the product or service from us, you agree that we, each of our related companies (including subsidiaries) and the Affiliate may exchange with each other any information about you for the purposes of:

- providing, managing or administering your product or service;
- performing administrative and operational tasks (including risk management, debt recovery, exposure aggregation, systems development and testings, credit scoring, staff training and market or customer satisfaction research); and
- complying with regulatory requirements and prudential standards; and

you consent to us disclosing any personal information collected by us in the course of your relationship with us to:

- any contractor or service provider we engage to provide services connected with your relationship with us; and
- participants in the payments system (including financial institutions, merchants and payment organisations).

Any contractor, agent or service provider engaged by us is contractually required to only use personal information for our purposes and to keep the information confidential.

### **Accessing your personal information held by us**

Subject to the provisions of the Privacy Act, you may access your personal information at any time by contacting your StrataCashManagement Account Manager. We may charge you a reasonable fee for access.

If you can show that information about you is not accurate, complete and up to date, we must take reasonable steps to ensure it is accurate, complete and up to date.

### **Collecting your sensitive information**

We will not collect sensitive information about you, such as health information, without your consent.

### **Where you supply us with personal information about someone else**

If you give us personal information about some one else, please show them a copy of this clause so that they may understand the manner in which their personal information may be used or disclosed by us in connection with your dealings with us.

### **Authority to Disclose Confidential Information – Non Individuals**

This clause applies to you if you are an incorporated Customer of ours.

“Confidential Information” means information acquired by us from and concerning you in the course of the banker-customer relationship and does not include publicly available information.

By acquiring or continuing to hold the product or service from us, you agree that we, each of our related companies (including subsidiaries) and the Affiliate may exchange with each other any information about you for the purposes of:

- providing, managing or administering your product or service;
- performing administrative and operational tasks (including risk management, debt recovery, exposure aggregation, systems development and testings, credit scoring, staff training and market or customer satisfaction research); and
- complying with regulatory requirements and prudential standards; and

you authorise us to disclose any confidential information collected by us in the course of your relationship with us to:

- any contractor or service provider we engage to provide services connected with your relationship with us; and
- participants in the payments system (including financial institutions, merchants and payment organisations).

Any contractor, agent or service provider engaged by us is contractually required to only use information for our purposes and to keep the information confidential.

### **Closing your Account**

Any authorised person can close the account at any time upon request. Any unused cheque books must be returned at this time. We will pay you the credit balance plus deposit interest if any, less any accrued account fees and government charges applicable at the closing date. Monthly fees will apply even if the account has been open for part of a calendar month. Any uncleared funds will not be released until they are cleared.

If there are any outstanding cheques, the account may only be closed once they have been presented. We reserve the right to return any cheques presented for payment after the account has been closed.

If your account is in debit, the balance plus any accrued debit interest, fees and government charges applicable to the closing date will be payable by you to us.

If your account has either a nil or debit balance, and there have been no transactions (except for Government charges and fees) on the account for more than three months, then we may close your account.

We may exercise at our discretion to close an account due to unsatisfactory conduct or for any other reason we consider appropriate. In this event, we will notify you in writing at the address shown on our records and will forward a bank cheque for the net credit balance of the account.

### **Changes to Fees and Charges, Interest Rates and Terms and Conditions**

The table below sets out how and when we will notify you of changes to your account. You agree that we may notify you of certain changes by advertisement in major daily or national newspapers.

We may make the following changes:

	Minimum Number of Days Notice	Method of Notice
Introduce a new fee or charge	30 days	In writing
Increase an existing fee or charge	30 days	In writing or by press advertisement
Change the method by which interest is calculated or the frequency with which interest is debited or credited	30 days	In writing
Change the interest rate	Day of change	In writing or by press advertisement
Change any other term or condition, the name of interest rates, accounts or publications	Day of change	In writing or by press advertisement

## **Cheques**

Cheques may only be written in the form approved by us. The forms may only be issued by the account holder named on the front or by an authorised operator.

### **How long does it take to clear a cheque?**

Usually five to seven working days, however you will generally be able to draw on the funds after three working days.

When you pay a cheque into a StrataCashManagement account, we may allow you to draw on the cheque before it has cleared but you will be liable for the amount of the cheque if it is subsequently dishonoured.

### **What happens to the original cheque once paid?**

For cheques drawn on us and paid on or after 1 October 2005, we will destroy the original cheque but keep a copy of the cheque for:

- 13 months, if the cheque amounts to less than \$200; or
- seven years, if the cheque amounts to \$200 or more

### **What if the cheque is dishonoured after I have drawn on the funds?**

We will debit your account by the amount of the cheque and may also charge you a fee.

### **Special clearances**

You can arrange for a cheque to be cleared in less than the usual time by requesting a "special clearance" at the time it is deposited at an ANZ branch. Fees apply to this service. Refer to the StrataCashManagement Accounts - Fees and Charges booklet.

### **"Crossed" cheques**

A cheque with two parallel lines across it is a crossed cheque. When you cross a cheque, you are telling the bank that the cheque must be paid into an account with a financial institution and not cashed.

### **"Not Negotiable" cheques**

The words "Not Negotiable" between two parallel lines protects the true owner of a lost or stolen cheque. They ensure that the recipient of a cheque obtains no better rights to the cheque than the person who passed the cheque.

For example if your cheque has been stolen and passed by the thief to an innocent person, you will be able to recover the amount paid on your cheque from the innocent person (or the thief if they are found) – this is because the thief had no right to the cheque and therefore passed no rights to the innocent person.

### **"Account Payee Only"**

If you write these words on a cheque, you are directing the bank collecting the cheque to only pay the cheque into the account of the person named on the cheque.

### **"Or Bearer" and "Or Order"**

These words mean that a bank may pay the cheque to whomever is in possession of the cheque, not only the person named on the cheque. If you delete these words, the cheque becomes an "or order" cheque.

A cheque payable "to order" means that if the payee wants to transfer the cheque to another person, they must first sign the back of the cheque. You must delete the words "or bearer" and replace them with "or order" to make the cheque an "or order" cheque.

### **Third Party cheques**

If you present a cheque which is payable to someone else or it appears to belong to someone else (third party cheque) we may, at our discretion, refuse to accept that cheque for deposit or refuse to cash it or may require you to comply with some conditions before we will accept that cheque for depositing or cashing.

## **Stopping a cheque**

You may stop a cheque that you have written by telling us the following:

- amount of the cheque;
- number and date of cheque; and
- name of payee.

A Stop Payment Fee may apply. If you have lost a cheque you received from someone else, notify that person so they may stop the cheque.

## **Tips for Cheque Security**

- Don't leave gaps between words;
- Begin the amount in words as close as possible to the left hand side and add "only" to the end of the amount;
- Begin the amount in figures as close as possible to the dollar sign;
- Never write on a cheque with pencil or erasable ink;
- Only sign a cheque when it is filled out;
- Always write the amount in words as well as figures;
- Check your bank statements regularly to reconcile cheques drawn on your account.

## **When may a cheque be dishonoured?**

At our discretion, a cheque may be dishonoured or payment refused where:

- there are insufficient funds in the account of the drawer;
- the cheque is unsigned;
- the cheque is more than 15 months old;
- the cheque is future dated;
- the cheque has been materially altered and the alteration has not been signed;
- there is a legal impediment to payment;
- the cheque has been stopped; or
- the paying bank has been notified of the mental incapacity, bankruptcy or death of the drawer.

We may charge a dishonour fee.

## **What if I lose my cheque book or my cheque, or it is stolen?**

You should keep your cheques safe at all times. If they are lost or stolen, you must take the following action:

- cheque payable to you – tell the person who wrote the cheque;
- cheque written by you – request us to stop the cheque and tell the person to whom the cheque is payable;
- StrataCashManagement Account cheque book – tell us to put a stop payment on the serial numbers. If you subsequently find the cheques, we will require written authorisation from you before the cheques can be paid.

If you don't inform us that your cheque book has been lost or stolen as soon as possible, you may be liable for transactions incurred by you before you notify us, even if they are made without your authority.

## **Bank Cheques**

Bank cheques are cheques instructing payment from the bank itself rather than from a customer's account. They are designed to provide an alternative to carrying large amounts of cash when a personal cheque is not acceptable. Bank cheques are usually requested because of the higher likelihood that they will be paid. However bank cheques should not be regarded as equivalent to cash.

Bank cheques can be purchased by you from us and a fee is charged. A bank may dishonour a bank cheque if:

- the bank cheque is forged or counterfeit;
- the bank cheque has been fraudulently and materially altered;
- a fraud or other crime has been committed;
- the bank is told the bank cheque has been lost or stolen
- there is a court order restraining the bank from paying a bank cheque;
- the bank has not received payment or value for the issue of the bank cheque; or
- if a bank cheque is presented by a person who is not entitled to the cheque proceeds.

If a bank cheque is lost or stolen, we will, on certain conditions, provide a replacement cheque for a fee.

## **Overdrawing**

Unless you have made prior arrangements with us your account should have a credit balance at all times. It is a condition of your account that you must not overdraw your account without prior arrangements being made and agreed by us.

If you request a withdrawal or payment from your account which would overdraw your account, we may, at our discretion, allow the withdrawal or payment to be made on the following terms:

- Interest will be charged on the overdrawn amount at the ANZ Retail Index Rate plus a margin (refer to the StrataCashManagement Accounts Fees and Charges Booklet for details);
- An Honour Fee may be charged for agreeing to honour the transaction which resulted in the overdrawn amount (refer to the StrataCashManagement Accounts Fees and Charges Booklet for details);
- The overdrawn amount, any interest on that amount and the Honour Fee will be debited to your account; and
- You must repay the overdrawn amount and pay any accrued interest on that amount and the Honour Fee within seven days of the overdrawn amount being debited to your account.

You should inform us as soon as possible if you are in financial difficulty.

## **Benefits received by ANZ Staff, Affiliate staff and the Affiliate**

The advisor who provided you with this advice is a salaried representative of ANZ or the Affiliate. In addition to the salary received, the advisor may also be eligible to receive a reward based on sales performance. This reward will not exceed \$6,000 per month per advisor. Each month, the advisor may also be eligible to receive non monetary benefits such as movie tickets, gift vouchers and recognition dinners for meeting or exceeding promotion targets. The value of non-monetary benefits received by the advisors will not exceed \$2,000 per promotion per month.

The Affiliate will receive a commission from ANZ which is derived from the volume of certain transactions and also on an interest rate agreed between the Affiliate and ANZ less interest paid on StrataCashManagement accounts.

## **Anti-Money Laundering and Sanctions**

The Customer agrees that ANZ may delay, block or refuse to process any transaction without incurring any liability if ANZ suspects that:

- a) the transaction may breach any laws of regulations in Australia or any other country.
- b) the transaction involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United States, the European Union or any country; or
- c) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.

The Customer must provide all information to ANZ which ANZ reasonably requires in order to manage money-laundering or terrorism-financing and economic and trade sanctions risk or to comply with any laws of regulations in Australia or any other country. The Customer agrees that ANZ may disclose any information concerning the Customer to any law enforcement, regulatory agency or court where required by any such law or regulation in Australia or elsewhere.

Unless the Customer has disclosed that it is acting in a trustee capacity or on behalf of another party, the Customer warrants that it is acting on its own behalf in entering into this agreement.

The Customer declares and undertakes to ANZ that the proceeding of any transaction by ANZ in accordance with the Customers instructions will not breach any laws or regulations in Australia or any other country.

## **Specific Terms & Conditions for ANZ Term Deposits**

### **2.1. Deposits**

There is a minimum balance requirement of \$5,000 for opening a new ANZ Term Deposit.

ANZ Term Deposits of \$5,000 or more can be invested for any term between seven (7) days and five (5) years.

### **2.2. Withdrawing or Transferring Funds**

If you wish to withdraw all or part of your ANZ Term Deposit before its maturity date, you must make this request to ANZ in writing. ANZ will be entitled to reduce the interest rate payable on the ANZ Term Deposit when there is an early withdrawal.

For ANZ Term Deposit, where there is an early withdrawal, the following early redemption structure will apply. An administration fee of \$30.00 will be charged and the money you withdraw early will incur an interest rate reduction based on the percentage of the original term that has elapsed as illustrated below.

% of Term Elapsed	Interest Rate Reduction
0 < 20%	90%
20% < 40%	80%
40% < 60%	60%
60% < 80%	40%
80% < 100%	20%

Partial prepayment is subject to a minimum withdrawal of \$5,000. The remaining deposit will continue at the original interest rate until maturity. If the amount remaining after a partial withdrawal is less than \$5,000, then the whole balance must be withdrawn.

### **2.3. Credit Interest**

Interest can be paid monthly, quarterly, half yearly or annually but will be paid at least annually for ANZ Term Deposits with terms longer than twelve (12) months. You must choose how often you wish to receive interest at the time you open your ANZ Term Deposit as this will affect the exact interest rate that ANZ quotes you. Interest is calculated on the opening balance of your account. The rate of interest is fixed for the term of your deposit. ANZ will advise you of the interest rate for the particular term that you have chosen at the time you make the deposit. Interest accrues daily and the daily interest rate is the rate fixed for the term of the deposit divided by 365. You can obtain details about the level of interest that your account will earn from your ANZ Account Manager. From the 1 August 2005 the only exception to the above term deposit credit interest calculation applies to term deposits with a 12 month term where interest is paid monthly. In this instance, credit interest is paid in 12 equal monthly instalments over the year irrespective of the number of days in the calendar month. The monthly payment is calculated by dividing the annual rate by 360 then paying 30 days interest each calendar month on the monthly anniversary of the ANZ Term Deposit being opened.

At the time you make your ANZ Term Deposit, you can arrange for your interest to be:

- Credited to a nominated ANZ account;
- Reinvested with the principal;
- Credited to a new ANZ Term Deposit (if at least \$5,000) or
- Paid to you by ANZ Bank cheque.

### **2.4. Government Charges**

Government duties, taxes and charges do not apply as at the date of publication.

### **2.5. Renewal Instructions**

It is your responsibility to advise ANZ of your requirements for your ANZ Term Deposit when it matures. If for any reason ANZ does not have any instructions from you as to what should happen

to your funds, ANZ will reinvest the principal and interest in the same type of ANZ Term Deposit as you initially chose, for the same term and at the interest rate then current. If you have made arrangements with ANZ for funds from an existing ANZ Term Deposit to be reinvested on maturity in a new ANZ Term Deposit, you can contact ANZ up to 5 days after the maturity date to change either the term of the new deposit, or to change the amount that you wish to reinvest (provided the proposed change is at least \$1000 and you maintain the minimum balance requirement).

### **2.6. Customer Letter**

When you open, re-invest, close, add to or redeem your ANZ Term Deposit, you will receive a confirmatory letter from ANZ.

## **Problem Resolution Procedure**

### **Making a Complaint**

If we make a mistake, or our service doesn't meet your expectations, we want to know.

For the fastest possible resolution to your complaint call your StrataCashManagement Account Manager on the telephone number listed at the back of this booklet.

Most often we will be able to solve the problem on the spot.

If this is not possible, we will keep you informed on the progress of your matter and how long we expect it will take to resolve your complaint.

### **Our Customer Advocate**

If your complaint isn't resolved to your satisfaction, you can ask to have it reviewed by Our Customer Advocate who will provide a free review of more difficult complaints to help achieve a prompt solution.

### **Contact Details**

ANZ Customer Advocate  
Level 13/100 Queen Street  
Melbourne VIC 3000  
Tel +61 3 9273 6523  
Email: [customeradvocate@anz.com](mailto:customeradvocate@anz.com)

### Financial Services Dispute Resolution Schemes

If you are not satisfied with the steps taken by us to resolve the complaint, or with the result of our investigation, you may wish to contact an alternative dispute resolution scheme.

Financial Services Ombudsman  
GPO Box 3  
Melbourne Vic 3001  
Tel: 1300 780 808  
Fax: +61 3 9613 6399  
Internet: <http://www.fos.org.au/>

## Section 3: Electronic Banking Conditions of Use

For Non-Business Customers only, we warrant that we will comply with the requirements of the Electronic Funds Transfer Code of Conduct.

This section applies to all electronic transactions except those where your signature may also be required.

### Definitions

"ANZ Business Day" means any day from Monday to Friday on which ANZ is open for business in at least one of its branch locations in Australia.

"Banking Business Day" refers to any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

"CRN" means the Customer Registration Number issued by us to you.

"Telecode" means the four to seven digit number issued to access Phone Banking.

### Phone Banking

#### Access Levels:

"**Deposit and Transaction History Details Only**" – includes account balance information, transaction history details and ordering a cheque/deposit book but excludes withdrawals from accounts.

"**Transaction History Details Only**" – includes account balances and transaction history details but excludes withdrawals from accounts and ability to order cheque/deposit books.

Only the account holder or account signatories can select an access level. The account holder or account signatories may authorise another person (an "authorised user") to operate the account and that person may have a different access level to the account holder. The account holder is responsible for the operation of the account by the authorised user within that user's level of access.

The account holder or account signatories may cancel or change any access level by sending a written request to us, or calling us on the relevant number listed at the back of this booklet. We may require written confirmation. We may take several days to process this change.

Account information accessed using Phone Banking will generally reflect the position of the account at that time, except for transactions not yet processed by us (including uncleared cheques) or cleared cheques and direct debits processed by us that day.

### Processing Instructions – General

We may delay acting on or may ask you for further information before acting on an instruction. Where we have instructions for more than one payment from your account(s), we will determine the order of priority in which payments are made.

We are not liable for the refusal of any merchant to accept an electronic transaction and, to the extent permitted by law, is not responsible for the goods and services supplied by a merchant.

### Processing Instructions – Phone Banking

Account information accessed using Phone Banking or Internet Banking will generally reflect the position of the account at that time, except for transactions not yet processed by us (including uncleared cheques and unprocessed credit card transactions) or cleared cheques and direct debits processed by us that day.

## Lost or Stolen Password or Telecode

You must make a report to us immediately you become aware or suspect that your password CRN or Telecode is disclosed or used without your authority, or lost. You must not then continue to use your password, CRN or Telecode. We will cancel it and arrange for you to select a new password or Telecode, or to be provided with a new CRN.

The best way to make the report is to call us on the telephone numbers listed at the back of this booklet.

## Cancellation of Electronic Access

We may cancel electronic access:

- without prior notice if:
  - We believe that use of the electronic access may cause loss to the account holder or to ANZ;
  - The account is an inactive account;
  - All the accounts which the CRN may access have been closed;
  - The account has been overdrawn, or you have exceeded your agreed credit limit; or
- on giving you not less than three months written notice.

## Withdrawal of Electronic Access

We may withdraw your electronic access to accounts without prior notice if:

- electronic equipment malfunctions or is otherwise unavailable for use;
- any one of the accounts is overdrawn or will become overdrawn, or is otherwise considered out of order by us;
- we believe your access to accounts through electronic equipment may cause loss to the account holder or to us;
- we believe that the quality or security of your electronic access process or our systems may have been compromised;
- all the accounts which you may access using Phone Banking have been closed or are inactive; or
- we suspect you of being fraudulent or engaging in inappropriate behaviour;

unless this is prohibited by law.

We may at any time change the types of accounts that may be operated.

## Password and Telecode Security

You must keep your password and Telecode secure. Failure to do so may increase your liability for any loss.

**Warning:** *You must not use your birth date or an alphabetical code which is a recognisable part of your name as a password, or select a Telecode which has five sequential numbers, for example "12345" or where all numbers are the same, for example "11111". If you do, you may be liable for any loss suffered from an unauthorised transaction.*

You must not:

- disclose your password or Telecode to any other person;
- allow any other person to see you entering, or overhear you providing, your password or Telecode;
- record your password or Telecode on any article carried with or placed near your CRN that is liable to loss, theft or abuse at the same time as your CRN (unless your password or Telecode is reasonably disguised).

**Warning:** *You should avoid accessing Phone Banking through telephone services which record numbers dialled – for example hotels which do this for billing purposes. In these situations you should obtain access to Phone Banking through a customer service operator.*

## **Unauthorised Transactions**

### ***(a) When we are liable***

We will be liable for losses incurred by the account holder that:

- are caused by the fraudulent or negligent conduct of our employees or agents or companies involved in networking arrangements or of merchants or their agents or employees;
- relate to any forged, faulty, expired or cancelled part of the electronic access process;
- result from the same electronic transaction being incorrectly debited a second or more subsequent time to the same account;
- result from an unauthorised transaction if it is clear that you have not contributed to the losses.

### ***(b) When the Account Holder is Liable***

If we can prove on the balance of probability that you contributed to the loss arising from the unauthorised transaction:

- for Business Customers only, by failing to comply with "Your Obligations" as detailed earlier in these Terms and Conditions;
- through your fraud.

## **Indemnity**

To the extent permitted by law, you indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:

- did not observe your obligations under; or
- acted negligently or fraudulently in connection with, these Conditions of Use.

## **Changes to the Electronic Banking Conditions of Use**

We can change the Electronic Banking Conditions of Use at any time. We will give you 20 days prior written notice of any changes which:

- impose or increase charges relating solely to the use of electronic equipment;
- increase your liability for losses relating to electronic transactions; or
- change your daily transaction limit or other periodical transaction limit applying to the use of electronic equipment.



## Section 4: Contact Details

### **Postal Address**

StrataCashManagement  
Locked Bag 1  
Gold Coast Mail Centre 97267

### **All Telephone Enquiries**

#### **StrataCashManagement Account Manager**

1800 65 63 68  
9am to 5pm (AEST) weekdays

### **Phone Banking**

1800 65 63 68  
24 hours a day

### **Lost, Stolen or divulged passwords and Telecodes**

For passwords and Telecodes used online, call **1800 65 63 68**

### **Affiliate Website**

[www.stratacashmanagement.com.au](http://www.stratacashmanagement.com.au)