

Community Sector Banking Business Accounts and Facilities: Banking products of the Bendigo Bank

Terms and Conditions

1 December 2009



Community Sector Banking Pty Ltd, Level 1,
251-253 Princes Highway, Corrimal, NSW 2518
ABN 88 098 858 765 Authorised Representative
Number 265317, Franchisee and Authorised
Representative of Bendigo and Adelaide Bank
Limited ABN 11 068 049 178 AFSL 237879,
1 December 2009.

This document must be read in conjunction with the
Schedule of Fees, Charges and Transaction Account
Rebates for Community Sector Banking Accounts
and the Schedule of Interest Rates for Community
Sector Banking Business Accounts.

Together they form the Terms and Conditions for
Community Sector Banking Business Accounts and
Facilities.

About this document

You should read this document, the Schedule of Fees, Charges and Transaction Account Rebates for Community Sector Banking Accounts and the Schedule of Interest Rates carefully before acquiring any of the products to which this document applies.

This document contains terms and conditions which apply to the following:

Bendigo Business Accounts with cheque access

- Bendigo Business Cheque Account
- Bendigo Business Solutions Cheque Account
- Bendigo Club Cheque Account
- Bendigo Solicitor Trust Cheque Account

Bendigo Business Accounts without cheque access

- Bendigo Business Account
- Bendigo Business Solutions Account
- Bendigo Club Account
- Bendigo Solicitor Trust Account
- Bendigo GST Management Account

Bendigo Business Cash Management Accounts

- Bendigo Business Cash Management Cheque Account
- Bendigo School Cash Management Cheque Account
- Bendigo Business Cash Management Account
- Bendigo School Cash Management Account

Community Sector Banking Accounts

- Community Sector Banking Cash Management Trading Account
- Community Sector Banking Salary Benefit Card Account
- Community Sector Banking Gift Fund Account
- Community Sector Banking Capacity Builder Account

Payment facilities

- Bendigo Phone Banking
- Bendigo e-banking
- Bendigo Blue Debit card
- Bendigo Easy Money card
- Bendigo MasterCard credit card (but only to the extent the card is used to access any of the accounts described above)
- Business Cheque Facility
- BPAY[®] and BPAY View[®] *
- Pay Anyone Service
- Bendigo Bulk Payments
- Automatic Payments (direct debits, periodical payments and sweep facilities)

*[®] Registered to BPAY[®] Pty Ltd
ABN 69 079 137 518.

Bendigo and Adelaide Bank Limited, AFSL 237879, is the issuer of the products described in this document and has appointed Community Sector Banking Pty Ltd (“Community Sector Banking”) as its Authorised Representative to advise and deal in relation to these products.

Community Sector Banking is a Franchisee of Bendigo and Adelaide Bank Limited and a wholly owned subsidiary of Community Sector Enterprises Pty Ltd ABN 95 098 858 354. Community Sector Enterprises Pty Ltd is a 50/50 joint venture between Community 21 Limited ABN 79 097 612 416 and Bendigo and Adelaide Bank Limited.

All banking business and transactions conducted by Community Sector Banking represent the banking business of Bendigo Bank and are subject to Bendigo Bank’s policies, procedures and prudential risk management. None of the accounts or facilities to which this document applies are issued, guaranteed or underwritten by Community Sector Banking, Community Sector Enterprises Pty Ltd or Community 21 Limited.

Contact details

You can contact Community Sector Banking at:

- Level 1, 251-253 Princes Highway
Corrimal NSW 2518
Telephone (02) 4255 8400 or 1300 550 603
Facsimile (02) 4255 8420
www.csbanking.com.au

Alternatively you can contact Bendigo Bank via:

- Bendigo OnCall
Telephone 1300 366 666
Banking consultants who can provide you with information on accounts
8am – 8pm Monday to Friday
(Victorian Time)
9am – 4pm Saturday (Victorian Time)
10am – 4pm Sunday (Victorian Time)
- The Bendigo Bank website at www.bendigobank.com.au; or
- Customer Help Centre
Telephone 1300 361 911
8.30am – 7.30pm (Victorian Time)
Monday to Friday

Key Features Tables

The accounts to which this document applies have different features and some have restrictions.

You should select the account which most closely suits your needs. Set out below is a summary of the main features of and restrictions applying to, the accounts.

The accounts have been designed primarily for use by a business and can only be established primarily for business purposes.

The terms and conditions on page 12 explain the way in which these accounts operate.

Bendigo Business Accounts with cheque access - Key Features Table

Feature	Bendigo Business Cheque Account	Bendigo Business Solutions Cheque Account	Bendigo Club Cheque Account	Bendigo Solicitor Trust Cheque Account
Passbook or Statement	Statement	Statement	Statement	Statement
Minimum to open	\$1###	\$1###	\$1###	\$1###
Interest calculated	Daily	Daily	N/A	N/A
Interest type	Single rate	Tiered interest	N/A	N/A
Interest credited	Monthly (1st of each month)	Monthly (1st of each month)	N/A	N/A
Funds availability	At Call	At Call	At Call	At Call
Phone Banking##	Available*	Available*	Available*	Available*
e-banking##	Available*	Available*	Available*	Available*
Bulk payments	Available*	Available*	Available*	Available*
Bpay® and Bpay View® **	Available**	Available**	Available**	Available**
Pay Anyone Service**	Available**	Available**	Available**	Available**
Automatic payments	Yes	Yes	Yes	No
Account service fee^^	No	Yes	No	No
Telegraphic transfers	Available*	Available*	Available*	Available*
Business cheque facility+##	Available*	Available*	Available*	Available*
Debit card#	Available*	Available*	No	No
Easy Money card^	Available*	Available*	No	No
Link Bendigo Visa or MasterCard credit card to the account#	Available*	Available*	No	No
Transaction fees^^	Yes	Yes	Yes	Yes
Transaction Account Rebates^^	No	Yes	Yes	No
Overdraft facility	Available*	Available*	Available*	No
General/other criteria			Only available to incorporated clubs, charitable organisations, schools and recognised religions.	This account is for the exclusive use of Solicitors for their statutory trust funds.

* Available subject to approval

** Bpay® is available if you have access to Bendigo Phone Banking or Bendigo e-banking. Bpay View® and Pay

Anyone are only available if you have access to Bendigo e-banking

+ A minimum account balance of \$300 for a two week period may be required before a cheque book is issued

Only if you are at least 18 years of age

Only if you are at least 16 years of age

There is no minimum account balance required to maintain the account

^ Only if you are at least 13 years of age

^^ Refer to the Schedule of Fees, Charges and Transaction Account Rebates for Community Sector Banking

Accounts which forms part of this document.

Bendigo Business Cash Management Accounts - Key Features Table

Feature	Bendigo Business Cash Management Cheque Account	Bendigo School Cash Management Cheque Account	Bendigo Business Cash Management Account	Bendigo School Cash Management Account
Passbook or Statement	Statement	Statement	Statement	Statement
Minimum to open	\$5,000###	\$1###	\$5,000###	\$1###
Interest calculated	Daily	Daily	Daily	Daily
Interest type	Tiered interest	Tiered interest	Tiered interest	Tiered interest
Interest credited	Monthly (1st of each month)	Monthly (1st of each month)	Monthly (1st of each month)	Monthly (1st of each month)
Funds availability	At Call	At Call	At Call	At Call
Phone Banking##	Available*	Available*	Available*	Available*
e-banking##	Available*	Available*	Available*	Available*
Bulk payments	Available*	Available**	Available*	Available*
BPAY® and BPAY View® **	Available**	Available**	Available**	Available**
Pay Anyone Service**	Available**	Available**	Available**	Available**
Automatic payments	Yes	Yes	Yes	Yes
Account service fee^^	No	No	No	No
Telegraphic transfers	Available*	Available*	Available*	Available*
Business cheque facility+*	Available*	Available*	No	No
Debit card#	Available*	Available*	Available*	Available*
Easy Money card^	Available*	Available*	Available*	Available*
Link Bendigo Visa or MasterCard credit card to the account#	Available*	No	Available*	No
Transaction fees^^	Yes	Yes	Yes	Yes
Transaction Account Rebates^^	No	Yes	No	Yes
Overdraft facility	Available*	Available*	Available*	Available*
General/other criteria	Only available to schools (public or private), colleges or universities, school based bodies or committees of management, pre-schools or kindergartens.	Only available to schools (public or private), colleges or universities, school based bodies or committees of management, pre-schools or kindergartens.	Only available to schools (public or private), colleges or universities, school based bodies or committees of management, pre-schools or kindergartens.	Only available to schools (public or private), colleges or universities, school based bodies or committees of management, pre-schools or kindergartens.

* Available subject to approval
 ** BPAY® is available if you have access to Bendigo Phone Banking or Bendigo e-banking. BPAY View® and Pay Anyone are only available if you have access to Bendigo e-banking.
 + A minimum account balance of \$300 for a two week period may be required before a cheque book is issued
 # Only if you are at least 18 years of age

Only if you are at least 16 years of age
 ### There is no minimum account balance required to maintain the account
 ^ Only if you are at least 13 years of age
 ^^ Refer to the Schedule of Fees, Charges and Transaction Account Rebates for Community Sector Banking Accounts which forms part of this document.

Only if you are at least 16 years of age
 ### There is no minimum account balance required to maintain the account
 ^ Only if you are at least 13 years of age
 ^^ Refer to the Schedule of Fees, Charges and Transaction Account Rebates for Community Sector Banking Accounts which forms part of this document.

Bendigo Business Accounts without cheque access - Key Features Table

Feature	Bendigo Business Account	Bendigo Business Solutions Account	Bendigo Club Account	Bendigo Solicitor Trust Account	Bendigo GST Management Account
Passbook or Statement	Statement	Statement	Statement	Statement	Statement
Minimum to open	\$1###	\$1###	\$1###	\$1###	\$1###
Interest calculated	Daily	Daily	N/A	N/A	Daily
Interest type	Single rate	Tiered interest	N/A	N/A	Tiered interest
Interest credited	Monthly (1st of each month)	Monthly (1st of each month)	N/A	N/A	Half yearly (1st April & 1st October)
Funds availability	At Call	At Call	At Call	At Call	At Call
Phone Banking##	Available*	Available*	Available*	Available*	Available*
e-banking##	Available*	Available*	Available*	Available*	Available*
Bulk payments	Available*	Available*	Available*	Available*	No
Bpay® and Bpay View® **	Available**	Available**	Available**	Available**	Available**
Pay Anyone Service**	Available**	Available**	Available**	Available**	Available**
Automatic payments	Yes	Yes	Yes	No	Yes
Account service fee^^	No	Yes	No	No	No
Telegraphic transfers	Available*	Available*	Available*	Available*	Available*
Business cheque facility+ #	No	No	No	No	No
Debit card#	Available*	Available*	No	No	No
Easy Money card^	Available*	Available*	No	No	No
Link Bendigo Visa or MasterCard credit card to the account#	Available*	Available*	No	No	No
Transaction fees^^	Yes	Yes	Yes	Yes	Yes
Transaction Account Rebates^^	No	Yes	Yes	No	Yes
Overdraft facility	Available*	Available*	Available*	No	No
General/other criteria			Only available to incorporated clubs, charitable organisations, schools and recognised religions.	This account is for the exclusive use of Solicitors for their statutory trust funds	

* Available subject to approval
 ** Bpay® is available if you have access to Bendigo Phone Banking or Bendigo e-banking. Bpay View® and Pay Anyone are only available if you have access to Bendigo e-banking
 + A minimum account balance of \$300 for a two week period may be required before a cheque book is issued
 # Only if you are at least 18 years of age
 ## Only if you are at least 16 years of age
 ### There is no minimum account balance required to maintain the account
 ^ Only if you are at least 13 years of age
 ^^ Refer to the Schedule of Fees, Charges and Transaction Account Rebates for Community Sector Banking Accounts which forms part of this document.

Community Sector Banking Business Accounts and Facilities: Banking products of the Bendigo Bank

Community Sector Banking - Key Features Table				
Feature	Community Sector Banking Salary Benefit Card Account	Community Sector Banking Cash Management Trading Account	Community Sector Banking Gift Fund Account	Community Sector Banking Capacity Builder Account
Passbook or Statement	Statement	Statement	Statement	Statement
Minimum to open	\$1###	\$1###	\$1	\$500,000
Interest calculated	Daily	Daily	Daily	Daily
Interest type	Single interest	Tiered Interest	Tiered Interest	Tiered Interest
Interest credited	Half yearly (1st April & 1st October)	Monthly (1st of each month)	Monthly (1st each of each month)	Monthly (1st each of each month)
Funds availability	At Call	At Call	At call	At call
Phone Banking	No	Available*	Available*	Available Restricted to transferring funds to or from a Community Sector Banking Cash Management Trading Account. Refer to clause 1.9.
e-banking	No Withdrawals	Available*	Available*##	Available Restricted to transferring funds to or from a Community Sector Banking Cash Management Trading Account. Refer to clause 1.9.
Bulk Payments	No	Available*	Yes	N/A
BPAY® and BPAY View®	No	Available**	Available**	N/A
Pay Anyone Service	No	Available**	Available**	N/A
Automatic payments	Yes	Yes	Yes	N/A
Account service fee^^	Yes	No	No	N/A
Telegraphic transfers	No	Available*	Available	No
Business cheque facility	No	Available*	Available	No
Payments card#	Yes - No PIN used	NA	NA	N/A
Debit card	No	Available*	NA	N/A
Easy Money card	No	Available*	NA	N/A
Link Bendigo Visa or MasterCard credit card to the account	No	Available*	NA	N/A
Transaction fees	No	Yes	Yes	No
GST Reporting Fee	Yes	No	Yes	N/A
Transaction Account Rebates	No	No	Available	N/A
Overdraft facility	No	Available*	NA	N/A
	Only available to organisations with Public Benevolent Institution (PBI) status; Health Promotion Charities (HPCs); public and non-profit hospitals; and public ambulance services. Refer to clause 1.8. The account must be opened in the name of the non-profit employer with the nominated employee being the cardholder. No cash withdrawals or ATM withdrawals are permitted from the account.	Only available to non-profit organisations within the community sector. Refer to Clause 1.6	Only available to non-profit organisations with Deductible Gift Recipient (DGR) tax status. Refer to clause 1.7.	Only available to non-profit organisations within the community sector. A Community Sector Banking Cash Management Trading Account must be held in conjunction with this account. Refer clause 1.9.

Only if you are at least 18 years of age

^^ Refer to the Schedule of Fees, Charges and Transaction Account Rebates for Community Sector Banking Accounts which forms part of this document

There is no minimum account balance required to maintain the account

* Available subject to approval

** BPAY® is available if you have access to Bendigo Phone Banking or Bendigo e-banking. BPAY View® and Pay Anyone are available if you have access to e-banking.

Only if you are at least 16 years of age.

Terms and conditions

Table of contents

Section A: Meaning of words.....	9	Section C: Business Cheque Facility.....	29
Section B: General terms and conditions	12	28. Availability of the Business Cheque Facility	29
1. Opening and holding an account	12	29. Issuing and writing cheques	29
2. Identification	13	30. What is the effect of crossing a cheque?.....	29
3. Payment facilities.....	14	31. What is the meaning of "not negotiable"?.....	29
4. Deposits and withdrawals.....	16	32. What is the meaning of "account payee only"?	29
5. Interest.....	17	33. What is the significance of deleting "or bearer"?	29
6. Fees and charges	18	34. Stopping your Cheque	30
7. Transaction processing.....	18	35. Dishonouring cheques.....	30
8. Bank cheques	18	36. Lost or stolen cheques and cheque books.....	30
9. Overdrawn accounts.....	19	37. Liability	31
10. Account combination	19	Section D: Cards	31
11. Statements and confirmation of transactions	19	38. Your card.....	31
12. Receipts and vouchers	20	39. Using your card.....	32
13. Joint accounts	20	40. Card transactions	33
14. Authorised signatories and operating instructions	20	41. Additional cards.....	33
15. Cancelling a payment facility.....	21	42. Foreign currency transactions	34
16. Stopping or closing your account.....	22	Section E: Bendigo Phone Banking and Bendigo e-banking.....	35
17. Dormant accounts	23	43. Applying for Bendigo Phone Banking or Bendigo e-banking.....	35
18. Changes	23	44. Access numbers and PINS	35
19. Withholding Tax and GST.....	24	45. Services available using Bendigo Phone Banking and Bendigo e-banking	35
20. Privacy and confidentiality	24	46. Equipment.....	36
21. If you have a concern or complaint.....	25	47. Authorised users	36
22. If you have changed your name or address or your circumstances change.....	26	48. Access.....	37
23. If you need to send money overseas or have received funds from overseas	26	49. Exiting Bendigo e-banking.....	37
24. Code of Banking Practice.....	27	50. Confirmation of transactions.....	37
25. Money Laundering.....	27	51. Liability	37
26. Liability	27		
27. Other	27		

Section F: Use and security of your card, access number, password, security token and PIN.....	38	Section J: Automatic Payment.....	48
52. Protecting your card, access number, security token, password and PIN.....	38	76. Types of Automatic Payment	48
53. Loss, theft and unauthorised use of your card, access number, password, PIN or token .	39	77. Arranging an Automatic Payment	48
54. Your Liability – Non Pin generated transactions.....	40	78. Timing of the Automatic Payment	49
Section G EFT Transactions – PIN generated transactions.....	41	79. Liability	49
55. Liability for authorised transactions.....	41	Section K: Pay Anyone Service	50
56. Liability for unauthorised transactions	41	80. About the Pay Anyone Service	50
Section H: BPAY®.....	43	81. Registering/deregistering for the Pay Anyone Service	50
57. About the BPAY® scheme.....	43	82. Using the Pay Anyone Service	50
58. Using the BPAY® scheme	43	83. Security tokens.....	50
59. Payments	43	84. Payments	51
60. Incorrect payment amount to a biller	44	85. If a transfer amount is incorrect.....	51
61. When a biller cannot process a payment	44	86. Suspension of the Pay Anyone Service	51
62. Suspension of BPAY®	44	87. Cut-off times	51
63. Cut-off times	44	88. Liability for mistaken payments, unauthorised transactions and fraud	51
64. Liability for mistaken payments, unauthorised transactions and fraud	44	Section L: Bendigo Bulk Payments	52
Section I: Bpay View®	46	89. Bendigo Bulk Payments	52
65. About the Bpay View® service	46	90. Registering for Bendigo Bulk Payments.....	52
66. Registering/Deregistering for the Bpay View® service	46	91. Using Bendigo Bulk Payments.....	53
67. Security token	46	92. Rejections.....	53
68. Protecting your security token and PIN.....	46	93. Bulk Electronic Clearing System.....	53
69. Cancellation of Bpay View®	46	94. Liability	54
70. Nominating Bpay View® Billers	47		
71. Collection and disclosure of personal information	47		
72. Notice of bills or statements.....	47		
73. Your obligations	47		
74. Paper bills and statements.....	47		
75. Bpay View® billing errors.....	48		

Section A: Meaning of words

"ABA format" means electronic direct entry data that complies with Australian Banking Association regulations stated in Bulk Electronic Clearing System (BECS) as governed by Australian Payment Clearing Association (APCA). This is an agreed file format for electronic transactions processed through BECS by all participating Australian financial institutions.

"access number" means the number we issue to you and your authorised user to enable access to Bendigo Phone Banking or Bendigo e-banking.

"account" means an account or accounts we establish in your name or in your name jointly with another person, or in the name of your business or associated entity.

"additional cardholder" is defined in clause 41.1.

"APCA" means Australian Payment Clearing Association, the governing body for most electronic transactions between financial institutions in Australia.

"ATM" means an automatic teller machine.

"authentication key" is a random 6 digit number generated by a security token for a second level of authentication for your logon or payment. This should be entered on request when you have a security token attached and activated for your access ID.

"authorised signatory" is defined in clause 14 and includes, without limitation, an additional cardholder and/or an authorised user.

"authorised user" means any third party authorised by you to use Bendigo Phone Banking or Bendigo e-banking to access or access and operate your nominated account and who is registered with us as an authorised user for use of Bendigo Phone Banking or Bendigo e-banking.

"BECS" means the Bulk Electronic Clearing System which is the system used for exchange of most electronic transactions between financial institutions in Australia and is governed by APCA.

"Bendigo Bank equipment" means electronic controlled or provided by or on behalf of us to facilitate EFT transactions.

"Bendigo Blue Debit card" means a debit card issued by us to you or an additional cardholder that bears either the Visa or MasterCard symbol.

"Bendigo and Adelaide Bank Group" means Bendigo and Adelaide Bank Limited and its related bodies corporate.

"Bendigo Bank System" means an electronic system communications system or software controlled or provided by, or on behalf of us to facilitate EFT transactions.

"Bendigo Easy Money card" issued to you or an additional cardholder by us, that can be used to undertake an EFT transaction.

"Bendigo OnCall" is our delivery channel for services accessed through the telecommunications network. Through Bendigo OnCall, you are able to access and use the following services:

- Bendigo Phone Banking;
- Bendigo e-banking;
- Bendigo OnCall call centre;
- Secure Email is a feature of e-banking (which enables you to send and receive (secure) messages to and from Bendigo Bank Departments).

"Bendigo e-banking" means the service we offer from time to time by which you can access and transact on a nominated account by using a personal computer and accessing our web-site at www.bendigobank.com.au

"Bendigo MasterCard credit card" means a credit card issued by us to you or an additional cardholder that bears the MasterCard symbol.

"Bendigo Phone Banking" means the service we offer from time to time by which you can access and transact on a nominated account by telephoning 1300 366 666.

"Bendigo Visa credit card" means a credit card issued by us to you or an additional cardholder that bears the Visa symbol.

"BPAY® Conditions" means the terms and conditions applying to the BPAY® scheme as set out in Section H

"BPAY® payments" means payments which you have instructed us to make through the BPAY® scheme to billers who can accept payments made to them through that scheme.

"BPAY® scheme" means the electronic payments scheme operated by BPAY® Pty Ltd through which you instruct us to make payments to billers who can accept payments made to them through this scheme.

"BPAY View® Biller" means a biller who can accept payments through the BPAY® system.

"BPAY View® billing error" means any of the following:

- if you have successfully registered with BPAY View® :
 - failure to give you a bill (other than because you failed to view an available bill);
 - failure to give you a bill on time (other than because you failed to view an available bill on time);
 - give a bill to the wrong person; and
 - give a bill with incorrect details.
- giving you a bill where you have unsuccessfully attempted to deregister from BPAY View® .

"business day" means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

"card" means a Bendigo Blue debit card, Bendigo Easy Money card, Bendigo Visa credit card, Bendigo MasterCard credit card or Payments Card issued to you or an additional cardholder by us.

"Community Sector Banking" means Community Sector Banking Pty Ltd, ABN 88 098 858 765, Level 1, 251-253 Princes Highway, Corrimal NSW 2518.

"customer registration" means the manner by which you or your authorised user apply to us to gain access to Bendigo Phone Banking or Bendigo e-banking.

"Data Files" means electronic direct entry file data complying with the ABA format.

"EFTPOS" means Electronic Funds Transfer at the Point of Sale and allows you to pay for goods without the need to carry cash, and in some instances to withdraw cash from your account without the need to visit a branch.

"EFT transaction" means a transfer of funds initiated by an instruction through electronic equipment using an access number or PIN to debit or credit an account. An EFT transaction includes without limitation, a transaction undertaken using a card and a PIN via EFTPOS or an ATM or a transaction undertaken using Bendigo Phone Banking or Bendigo e-banking.

"electronic equipment" includes an electronic terminal, computer, television and telephone.

"Government charges" means all charges or duties on deposits into, or withdrawals from your account that are payable under a law of the Commonwealth or any State or Territory whether or not you are primarily liable to pay these charges.

"law" means common law, principles of equity and laws made by parliament (including regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them).

"nominated account" means any of the accounts nominated by you from time to time for use with Bendigo Phone Banking, Bendigo e-banking, Bendigo Bulk Payments, BPAY® or the Pay Anyone Service.

"non-profit organisation" means an organisation that is, and is required by its constituent document(s), to be carried on other than for the profit or gain of its individual members, both during the time it is operating and at the time of its winding up, and that possesses the characteristics prescribed by the Australian Taxation Office for recognition as such an organisation.

"overdraft facility" means a line of credit we supply to you for working capital. Separate terms and conditions will apply to an overdraft facility.

"password" means the word or sequence of numbers and/or letters nominated by you for identification purposes.

"Pay Anyone conditions" means the terms and conditions applying to Pay Anyone Service as set out in Section K of this document.

"Payments Card" means a Bendigo Blue debit card that can be used to access a Community Sector Banking Salary Benefit Card Account.

"payment facility" means each of the following services offered by us:

- Bendigo Phone Banking;
- Bendigo e-banking;
- Bendigo Blue debit card;
- Bendigo Easy Money card;
- Bendigo MasterCard credit card and Bendigo Visa credit card (but only to the extent that the card is used to access any of the accounts to which the document applies);
- Business Cheque Facility;

- Pay Anyone Service;
- BPAY® and BPAY View® ;
- Bendigo Bulk Payments; and
- Automatic Payments (direct debits, periodical payments and sweep facilities).

"per annum" means amount per year.

"PIN" means the Personal Identification Number issued by us, or selected by you or an additional cardholder, to use in conjunction with a card (other than a Payments Card), to access Bendigo Phone Banking or Bendigo e-banking or to use in conjunction with a security token to use the Pay Anyone Service or Bendigo Bulk Payments.

"primary demand deposit account" means any cheque or Everyday account you nominate to be your primary demand deposit account.

"public benevolent institution" means a non-profit organisation carried on for the public benefit and set up for the purpose of providing direct relief from poverty, sickness, suffering, distress, misfortune, disability or helplessness and that possesses the characteristics prescribed by the Australian Taxation Office for recognition as such an institution.

"Regular payment" – either a recurring payment or an instalment payment which represents an agreement between a cardholder and a merchant to debit a card at predetermined intervals (e.g. monthly or quarterly) or at intervals as agreed by both parties.

"Second-level authentication" there are three commonly used forms of authentication. 'What you know' – This is commonly your access ID and PIN for e-banking. The second form of authentication is 'What you have' – Security tokens have been introduced to secure this area. A token generates a one-time code. The next time you authenticate (logon) you have to provide a new number from your token. This ensures that "What you have" provides extra security. The third level authentication is 'what you are' (biometrics) – fingerprints, retina scans, etc.

"Security token" a device which generates a one-time code for use as a second level authentication in e-banking. Two models are currently available – the Vasco Professional Security Token and the Vasco One-Touch Security Token. These authentication devices can be attached to your logon or payment facility.

"single interest" means the rate of interest that applies irrespective of the balance of your account.

"stepped interest" means that different rates of interest will apply to different portions of your account balance. For example:

- If the rate of interest is 0.05% p.a. on the part of the account balance that is less than \$2,000.00 and 1.50% p.a. on the account balance that equals or exceeds \$2,000.00; and
- Your account balance is \$3,000.00; the rate of interest applying to your account will be 0.05% p.a. on \$1,999.99 and 1.50% p.a. on the remainder.

"terms and conditions" means Sections A to L of this document, the Schedule of Fees, Charges and Transaction Account Rebates for Community Sector Banking Accounts and the Schedule of Interest Rates for Community Sector Banking Business Accounts.

"tiered interest" means you will earn different rates of interest depending on the balance of your account. One interest rate will apply to the entire balance of your account but that rate will depend upon the amount of your balance. When your balance reaches a higher tier you will receive the interest rate for that tier on the entire balance of your account. For example:

- if the rate of interest is 0.05% p.a. where the account balance is less than \$2,000.00 and 1.50% p.a. where the account balance is \$2,000.00 or more; and
- your account balance is \$3,000.00, the rate of interest applying to the entire balance of your account will be 1.50% p.a.

"user ID" means your unique number which is recorded on APCA's national database and enables us to process your bulk payment transactions within BECS.

"Vasco One-Touch Security Token" is a security token which is a convenient key-ring size. With the touch of one button it generates a one-time code for use in e-banking during the logon sequence or payments authentication.

"Vasco Professional Security Token" is a security token which you can hold in your hand. It has a small keypad like a calculator and requires the entry of a PIN for generation of a one-time code for use in e-banking during the logon sequence or payments authentication. The keypad has a cover to protect it from accidental pressing of the keys.

"we", "us", "our" and "Bendigo Bank" means Bendigo and Adelaide Bank Limited, ABN 11 068 049 178, AFSL No. 237879.

"you" and "your" means the holder of an account or if there is more than one of you, all of you jointly and each of you severally and includes without limitation a person, firm, body corporate, incorporated association, club or authority who is an existing account holder with us.

The singular refers to the plural and vice versa.

A reference to:

- a document includes any variation or replacement of it; and
- any thing includes the whole and each part of it.

All examples used in this document are for illustrative purposes only.

Section B: General terms and conditions

Unless you have previously agreed to be bound by these terms and conditions, your first use of any account or payment facility indicates that you understand and agree to be bound by these terms and conditions.

1. Opening and holding an account

- 1.1 You must provide us with any information we reasonably require to open an account or provide a payment facility. Where you wish to open an account in the name of a deceased estate, you must provide us with the original or certified copy of one of the following.
- (a) probate of the will of the deceased person granted to you as executor;
 - (b) letters of administration of the deceased person's estate granted to you as administrator, or
 - (c) death certificate of the deceased person and the will (if there is a will).

Where you do not provide us with probate or letters of administration, you must also give us an indemnity in a form acceptable to us against any loss caused by opening the account or allowing withdrawals from the account.

- 1.2 Subject to the requirements of any law, we may refuse to open an account or provide a payment facility.
- 1.3 You may not be eligible to open and hold all types of accounts. The Key Features Tables starting on page 3 set out some eligibility requirements that apply. We may require you at any time to provide us with proof that you meet the eligibility requirements for an account. If:
- (a) after opening an account you no longer meet the eligibility requirements; or
 - (b) you do not provide us with proof that you meet the eligibility requirements when we ask for it, we may change your account to another type of account to which this document applies.

We may require you to deposit a minimum amount with us in order to open an account. The minimum amounts that currently apply are set out in the Key Features Tables starting on page 3. There is no minimum account balance required to maintain an account.

- 1.4 Bendigo Solicitor Trust Accounts and Bendigo Solicitor Trust Cheque Accounts have been established to allow legal practitioners to comply with the various State Acts governing the conduct of Solicitors Trust Accounts.
- 1.5 If you have a Bendigo Solicitor Trust Account or a Bendigo Solicitor Trust Cheque Account as well as holding that account, you must open and maintain another Bendigo primary demand deposit account in the same name at all times.
- 1.6 To be eligible for a Community Sector Banking Cash Management Trading Account, you must provide us with proof that you are a non-profit organisation within the community sector when you open the account.
- 1.7 To be eligible for a Community Sector Banking Gift Fund Account you must provide us with proof you are a non-profit organisation with Deductible Gift Recipient (DGR) tax status within the community sector when you open the account.
- 1.8 To be eligible for a Community Sector Banking Salary Benefit Card Account, you must provide us with proof that you are a Public Benevolent Institution within the community sector when you open the account.

Note: The Salary Benefit Card Account assists a Public Benevolent Institution to utilise its Fringe Benefits Tax exemption (FBT). The FBT exemption is subject to a capping threshold of \$30,000 per employee. If an organisation is both a Public Benevolent Institution and a hospital, a lower capping threshold of \$17,000 per employee applies.

- 1.9 If you have a Community Sector Banking Capacity Builder Account, as well as holding that account you must hold a Community Sector Banking Cash Management Trading Account. The authorised signatories (which include authorised users for Bendigo Phone Banking or Bendigo e-banking purposes) of the Community Sector Banking Capacity Builder Account must be the same persons as the authorised signatories of the Community Sector Banking Cash Management Trading Account. To be eligible for a Community Sector Banking Cash Management Trading Account you must provide us with proof that you are a non-profit organisation within the community sector when you open the account. A Capacity Builder Account can only be accessed by using either Bendigo Phone Banking or Bendigo e-banking to transfer funds between the Capacity Builder Account and a Community Sector Banking Cash Management Trading Account.

2. Identification

- 2.1 When you open your business account with us, we need to obtain the following identification information as required by law, including Know Your Customer requirements under anti-money laundering and counter terrorism financing legislation. This will include information such as, for an individual, name, residential address and date of birth and for a business entity information such as details of directors and shareholders.

Where the customer is a Trust, details of the Trustee and beneficiaries may be required. We may also require other information such as information concerning the business activities, business structure and reason for opening an account in Australia. You must also provide us with any other documents we require to identify you refer to clause 2.2 for further information.

- 2.2 If you are unable to visit a branch, there is also a certifier method of identification available. We can supply you with a special form, which must be signed by an "acceptable certifier".

- 2.3 An acceptable certifier includes a solicitor, police officer, accountant and Justice of the Peace. Please contact us for a complete list of all acceptable certifiers. You will be required to show identification such as your drivers licence, passport, birth certificate or citizenship certificate to the acceptable certifier.
- 2.4 There are special provisions for people under the age of 6 years and Aborigines and Torres Strait Islanders in isolated areas.

Verification

- 2.5 We may, and you consent to us doing so, seek verification of your identification and identification documents from independent sources and/or third party service providers.
- 2.6 We will keep copies of all documents provided by you and will disclose or provide copies of your identification documents to third party bodies as required by law.
- 2.7 We may request, and you must provide, further documentary evidence of your identity as we deem necessary to confirm your identity.
- 2.8 We may request that you produce, and you must provide in person if necessary, the original and/or certified true copies of all documentary evidence confirming your identity.

Inability to confirm identity

- 2.9 In the event that we are unable to properly confirm your identity, we may at our sole discretion, reject your application, suspend the operation of your account, refuse transactions and/or place a freeze on your funds until such time as your identity can be confirmed.

Additional Information

- 2.10 We may request, and you must provide, any other additional information we deem necessary in relation to your identity, personal affairs, business dealings and/or the purpose of your relationship with us. In the event you refuse or fail to provide us with the information we have requested, we may at our sole discretion, reject your application, suspend the operation of your account, refuse transactions and/or place a freeze on your funds until such time as the information is provided.

- 2.11 More information is available from the Australian Transaction Reports and Analysis Centre (AUSTRAC) 1800 021 037 or Bendigo OnCall 1300 366 666.

3. Payment facilities

Depending on the type of account you hold with us, you may be able to gain access to one or more payment facilities. The payment facilities that are currently available with each type of account are set out in the Key Features Tables starting on page 3.

Documents we need to open an account for you

Sole Trader	<ul style="list-style-type: none"> • Current Certificate of Registration of business name (if applicable); • All individual identification requirements.
Partnership	<ul style="list-style-type: none"> • Original, certified copy or certified extract of the Partnership Agreement; or • Certified copy or certified extract of the minutes of a partnership meeting approving the establishment of the business relationship; or • Original or certified copy of a certificate of registration of business name issued by an Australian government body; or • An original or certified copy of a bank statement in the name of the partnership issued within the last 12 months; or • An original letter from the accountant or legal practitioner confirming the name and existence of the partnership dated within the last 12 months; AND • Current Certificate of Registration of business name (if applicable); • All individual identification requirements.
Domestic Company	<ul style="list-style-type: none"> • An original or certified copy of the company's certificate of registration issued by ASIC; AND Application for Registration as an Australian Company (ASIC Form 201) OR Change of Company Details (ASIC Form 484); or • A public document issued by the relevant company (for a publicly listed company only).
Foreign Company	<ul style="list-style-type: none"> • An original or certified copy of the company's certificate of registration issued by ASIC (if registered in Australia); or • An original or certified copy of the company's certificate of registration issued by the relevant foreign registration body.
Trustees of a Trust	<ul style="list-style-type: none"> • All company or individual requirements (whichever is applicable); • Original trust deed, a certified copy or certified extract of a trust deed; or • A notice issued by the Australian Taxation Office within the last 12 months (eg a Notice of Assessment) that contains the full name of the trust; or • A letter from a solicitor or qualified accountant that confirms the name of the trust.
Incorporated Association	<ul style="list-style-type: none"> • Information provided by ASIC or State or Territory government body responsible for the incorporation of the Association (eg Certificate of Incorporation); or • Original minutes of a meeting of the association or a certified copy or certificate extract of minutes of a meeting of the association; or • An original, certified copy or certified extract of the Rules or Constitution of the Association.
Unincorporated Association	<ul style="list-style-type: none"> • An original, certified copy or certified extract of the Rules or Constitution of the Association; • Original minutes of a meeting of the association or a certified copy or certificate extract of minutes of a meeting of the association.
Body Corporate	<ul style="list-style-type: none"> • Depending on whether the Body Corporate is an "Incorporated Association" or a "Domestic Company", supply supporting documentation as per that entity type.
Incorporated Body trading as a Franchise	<ul style="list-style-type: none"> • Original or certified copy of original franchise agreement; • All requirements as outlined in relevant Company section above.
Co-operative	<ul style="list-style-type: none"> • Original minutes or certified copy or certified extract of the minutes of the meeting of the co-operative; or • A register or certified copy or certified extract of any register maintained by the co-operative; or • Information provided by the relevant government (State or Territory) registration body.

4. Deposits and withdrawals

Deposits

- 4.1 You may make deposits in a number of ways including:
- (a) at any Bendigo Bank branch by using a teller or one of our express deposit boxes;
 - (b) by mail;
 - (c) by arranging an automatic deposit of your salary or other income or amounts to be paid directly into your account;
 - (d) if your account can be accessed by a card (other than a Payments Card), at any Bendigo Bank ATM which accepts deposits or at a Post Office using Bank@Post (where available, and subject to clause 39.5);
 - (e) if you have access to Bendigo Phone Banking or Bendigo e-banking, by transferring funds electronically using these facilities;
 - (f) by arranging an electronic credit from another Bendigo Bank account;
 - (g) by arranging an electronic credit from another financial institution;
 - (h) at any branch of the National Australia Bank by using a specially printed deposit book that can be arranged at any Bendigo Bank branch.
- 4.2 The proceeds of a deposit may not be available for up to 5 business days after the deposit is made. It will usually take 3 business days for a cheque to clear. If we allow you to draw on a cheque before it has cleared you will be liable for the amount of the cheque if it is subsequently dishonoured and you authorise us to debit the amount of the cheque plus applicable bank charges to your account. International deposits may be subject to extended clearance times.
- 4.3 We may not accept any cheque that is not payable to you whether the cheque has been endorsed in your favour or not.

- 4.4 You may request a special clearance on a cheque. When you request a special clearance on a cheque we will request the other bank to respond within 24 hours if the cheque is drawn on a branch in the same state as the place of deposit. If the cheque is an interstate cheque we will request the other bank to respond within 48 hours. We cannot assure you that the other bank will respond within these timeframes. You must pay us a fee for this service. See the Schedule of Fees, Charges and Transaction Account Rebates for Community Sector Banking Accounts.

Deposits made using an ATM

- 4.5 When you make a deposit to your account at one of our ATMs, two bank officers open the ATM the next business day and compare the amount you placed in the envelope with the amount you entered in the ATM. If there is a difference between these two amounts, we will accept the amount in the envelope as the amount deposited.
- 4.6 We will not accept coins for deposit.
- 4.7 A deposit at an ATM is at your risk until the deposit is completed in accordance with the procedures indicated by the ATM.

Withdrawals

- 4.8 You may make withdrawals in a number of ways including:
- (a) at any Bendigo Bank branch;
 - (b) if your account is linked to a card (other than a Payments Card):
 - at an ATM;
 - via EFTPOS terminals;
 - at a Post Office using Bank@Post™ (where available), subject to restrictions, see clause 39.5;
 - (c) if you have access to Bendigo e-banking, including by transferring funds electronically using these facilities:
 - Bendigo Bulk Payments;
 - Pay Anyone Service;
 - Telegraphic Transfers;

- (d) If you have access to Bendigo Phone Banking or Bendigo e-banking, by transferring funds electronically using BPAY® ;
- (e) using an Automatic Payment;
- (f) if your account has a Business Cheque Facility, by writing cheques using a cheque book issued or authorised by us.

4.9 We can at our discretion impose a limit on the amount you can withdraw in cash from your account at a branch, from an ATM or through EFTPOS. Our current maximum daily withdrawal limit for transactions conducted using a PIN and a card is \$1,000. We may vary the amount of this limit from time to time. We may also limit the way in which money is dispensed. As an example, if you want to withdraw \$400 (and that amount is not in excess of the maximum daily withdrawal limit), the ATM may not pay out on that amount in one transaction. You may receive \$300 and then make another withdrawal of \$100 as a separate transaction.

4.10 EFTPOS outlets may have other restrictions on the amount of cash that can be withdrawn. Merchants or other institutions may impose additional restrictions on the use of your card, cheque book or PIN. The Post Office may impose restrictions on the use of Bank@Post.

4.11 We may not allow a withdrawal unless we have proof of your identity that is satisfactory to us.

4.12 You authorise us to debit to your account all withdrawals you or an authorised signatory make from that account (unless the authorised signatory is an authorised user who can only access, but not operate, your account).

4.13 Some transactions require authorisation from us. We may choose not to authorise a proposed transaction. For example, if your card had been reported lost or stolen.

5. Interest

- 5.1 We pay interest on your account, unless it is a:
- (a) Bendigo Club Cheque Account;
 - (b) Bendigo Club Account;

- (c) Bendigo Solicitor Trust Cheque Account;
- (d) Bendigo Solicitor Trust Account.

5.2 If you have a Bendigo Solicitor Trust Cheque Account or a Bendigo Solicitor Trust Account we will pay interest at the rate and to the person to whom we are required to pay the interest by the legislation which governs the account.

Interest rates

5.3 An account may have tiered interest or stepped interest (in which case more than one interest rate may apply), or a single rate of interest that applies irrespective of the balance of your account. The type of account you have will determine the type of interest. Please refer to the Key Features Tables starting on page 3 to find out what type of interest your account has.

5.4 We may change the interest rate from time to time at our discretion. This means that the interest rate may increase or decrease. If any law regulates such a change, we will only make the change to the extent permitted by, and subject to, the requirements of that law.

5.5 Our current interest rates are set out in the Schedule of Interest Rates for Community Sector Banking Business Accounts. You can find out our current interest rates at any time by contacting Community Sector Banking on 1300 550 603 or by visiting the Community Sector Banking website at www.csbanking.com.au

Calculation and crediting of interest

5.6 We calculate interest by applying the daily percentage rate to the balance of your account at the end of each day. The daily percentage rate is the relevant interest rate divided by 365 or, in a leap year, 366.

5.7 The type of account you have will determine when interest is credited. Interest will be credited to your account. The Key Features Tables starting on page 3 set out when interest is credited.

6. Fees and charges

6.1 Fees and charges and Government charges apply to your account and your use of the payment facilities. You authorise us to debit these fees and charges and Government charges to your account or, in the case of a Bendigo Solicitor Trust Account or Bendigo Solicitor Trust Cheque Account, to your other primary demand deposit account referred to in clause 1.5. Current fees and charges are set out in the Schedule of Fees, Charges and Transaction Account Rebates for Community Sector Banking Accounts. You can find out the current fees and charges at any time by contacting Community Sector Banking on 1300 550 603 or by visiting the Community Sector Banking website at www.csbanking.com.au.

6.2 We may change our fees and charges from time to time (including introducing new fees and charges) and Government charges may change at any time. However, we will not introduce entry fees, exit fees or charges for the management of funds (excluding charges for the maintenance of the account). There is no maximum limit for the amount of fees and charges we may impose. If the law regulates such a change we will only make the change to the extent permitted by, and subject to, the requirements of that law.

6.3 We may at our sole discretion waive any or all fees and charges from time to time, substitute one fee for another alternative fee or charge, or impose a lower fee or charge.

For example: If a direct debit dishonour fee is chargeable to your account due to insufficient funds, or your account is overdrawn, our branch manager may charge you the lower overdrawn account fee of \$27.50 instead of the direct debit dishonour fee of \$40.00.

7. Transaction processing

7.1 We may assign any date we consider appropriate to a debit or credit to your account (except that, in the case of a debit, the date must not be earlier than the date on which the relevant transaction occurs). However, we will credit amounts to your account as soon as practicable after we receive them. This is not necessarily the same day that you deposit the amount. For example, where you

make a deposit via an ATM after 5pm Victorian time, that deposit may be held over and not processed until the next business day. We give effect to the debit or credit based upon the date assigned to it by us.

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

8. Bank cheques

8.1 We can issue you with a cheque drawn on us, instead of you writing a personal cheque from your account. This is known as a bank cheque and is usually used where a Business Cheque Facility is not attached to a customer's account or the payee has specifically requested a bank cheque in payment for goods or services. There is a fee for the issue of a bank cheque: see the Schedule of Fees, Charges and Transaction Account Rebates for Community Sector Banking Accounts.

8.2 Although most people regard bank cheques as cleared funds, they are not equivalent to cash. A bank may dishonour a bank cheque including if:

- (a) the signature of an officer of a bank is forged or placed on a bank cheque without the bank's authority;
- (b) the bank cheque has been fraudulently or materially altered;
- (c) a fraud or other crime has been committed;
- (d) the bank is told the bank cheque is lost or stolen;
- (e) there is a court order restraining the bank from paying a bank cheque;
- (f) the bank has not received payment or value for the issue of the bank cheque.

8.3 If a bank cheque is lost, destroyed or stolen, we may provide a replacement bank cheque for a fee: see the Schedule of Fees, Charges and Transaction Account Rebates for Community Sector Banking Accounts.

9. Overdrawn accounts

9.1 You must keep a credit balance in your account at all times and must not overdraw your account or use a payment facility which could overdraw your account, unless we have agreed to provide you with an overdraft facility for your account. The Key Features Tables starting on page 3 set out which accounts may, if we agree, have an overdraft facility attached.

9.2 If you do overdraw your account in breach of these terms and conditions:

- (a) we may debit the overdrawn amount to your account;
- (b) we may restrict the way in which you access your account, such as suspending card access;
- (c) your account will incur an Overdrawn Account Fee: see the Schedule of Fees, Charges and Transaction Account Rebates for Community Sector Banking Business Accounts;
- (d) we will calculate interest on the overdrawn amount on a daily basis and you authorise us to debit it to your account at the same time that we would have credited interest to your account or (where no credit interest applies) on the 1st of the month until the overdrawn amount is repaid;
- (e) you must repay the overdrawn amount immediately; and
- (f) we may cancel any payment facility linked to the account.

9.3 We may change the interest rates for overdrawn accounts from time to time at our discretion. If you have an overdraft facility with us, any change in the interest rate applying to that overdraft facility will be governed by the terms of that facility.

If any law regulates such a change we will only make the change to the extent permitted by, and subject to, the requirements of that law. Our current interest rates for overdrawn accounts are set out in the Schedule of Interest Rates for Community Sector Banking Business Accounts. You can find out our

current interest rates at any time by contacting Community Sector Banking on 1300 550 603 or by visiting the Community Sector Banking website at www.csbanking.com.au

9.4 We do not agree to provide you with credit merely because we debit an amount to your account that causes it to be overdrawn.

9.5 If you are the recipient of Centrelink benefits we will act in accordance with our obligations under the Centrelink Code of Operation when exercising our rights in relation to your overdrawn accounts, for example, where we combine accounts. In particular unless otherwise agreed, we will allow you to access up to 90% of your future Centrelink benefits in accordance with the Centrelink Code of Operation until the account is no longer overdrawn.

If your account becomes overdrawn, please visit any of our branches to discuss your needs and arrange access to your account.

10. Account combination

We may at any time combine the balances of 2 or more of your accounts even if the accounts are at different branches or in joint names. For example, we may do this if one of your accounts is overdrawn or in debit and the other is in credit. In this situation the credit in one account would be used to reduce the debit balance in the other account. We will promptly inform you if we combine your accounts. We need not notify you in advance.

11. Statements and confirmation of transactions

11.1 We will issue you with a statement of account:

- (a) at least once every 6 months if your account is being transacted upon;
- (b) at least once every 12 months if your account is not being transacted upon.

If you would like to receive a statement of account more frequently, please contact Community Sector Banking. A fee may apply for this service: see the Schedule of Fees, Charges and Transaction Account Rebates for Community Sector Banking Accounts.

11.2 You must check your statement of account and immediately notify us if you notice an error or possible unauthorised transaction on that statement. You should keep your statements safe for future reference.

11.3 You agree that confirmation of transactions involving your account or any payment facility may be provided by:

- (a) Bendigo Phone Banking and Bendigo e-banking, if you have access to either of those services (not all fees are available for enquiry via either of these channels);
- (b) you requesting confirmation at any of our branches.

12. Receipts and vouchers

12.1 You must check any record of the transaction that we provide to you and any credit card vouchers and keep them to reconcile to your statement.

12.2 We strongly advise you to keep all of these documents in a safe place, as you may need them to do things such as complete tax returns, confirm payments have been made for goods and services and check what payments and cheques are unrepresented and how much money you have in your account at any one time.

12.3 If you misplace any of your account records or need us to provide you with information about any of your transactions, such as cheques you have written out or interest payments for tax purposes, we can help by conducting a search of our records. A fee may apply for this service to cover our costs: see the Schedule of Fees, Charges and Transaction Account Rebates for Community Sector Banking Accounts.

12.4 You should keep your credit card vouchers and printed records of transactions to reconcile to your statement. We are not obliged to provide you with copies of merchant or transaction vouchers.

13. Joint accounts

13.1 This clause 13 applies if an account is in two or more names jointly.

Understanding your obligations

13.2 Your liability under these terms and conditions is both joint and several. This means that each of you is liable both on your own and together for the whole of any debit balance on the account. You should carefully consider any arrangement which involves you becoming a joint account holder.

13.3 It is up to you and the other joint account holders to specify how many of you must sign in order to operate a joint account. Account operating instructions are part of your contract with us and may only be altered by written notification to us, signed by each party to the joint account.

13.4 Despite any instructions you may give us to the contrary, we may insist that the joint account only be operated on the signatures of all joint account holders if:

- (a) one of the joint account holders requests us in writing to do so;
- (b) we are notified of any dispute between the joint account holders;
- (c) we are notified of the death or bankruptcy of any of the joint account holders.

13.5 You agree that each of you act as an agent for the other and that we can send a copy of a notice or statement to all or any one of you.

13.6 You agree that each joint account holder may have access to information about the account without the consent of the other joint account holders.

13.7 If any of you die, the account will be treated as the account of the surviving account holders only.

14. Authorised signatories and operating instructions

14.1 You may ask us, in writing, to authorise one or more other people to operate your account. A person who is authorised to operate your account is called an authorised signatory. Where there is more than one authorised signatory, you must specify how many of the authorised signatories must sign in order to operate your account. Your instructions in relation to how many authorised signatories

must sign in order to operate your account are called operating instructions. If you are a company, body corporate, club or association, we may require appointment of authorised signatories and directions as to operating instructions to be under common seal or authenticated by minutes of a resolution of your directors or governing body. We do not have to agree to your request but if we agree, we may impose conditions. If we do not agree to your request, we will notify you.

- 14.2 You can arrange to have the authority of an authorised signatory revoked or your operating instructions changed at any time. If you want to revoke the authority of an authorised signatory or change your operating instructions, you must notify us in writing. If you are a company, body corporate, club or association, we may require the revocation of authorisation or change of operating instructions to be under common seal or authenticated by minutes of a resolution of your directors or governing body. You must also return to us any card or cheque book that we have issued to that person. You remain responsible for all transactions made using an additional card or cheque book until they are returned to us.
- 14.3 We are entitled to act on all instructions given by your authorised signatories in accordance with your operating instructions (including appointing a new authorised signatory or revoking the authority of an authorised signatory) unless the authorised signatory is an authorised user who can only access, but not operate, your account in which case we will only act on the instructions of that person in so far as they relate to accessing your account. We are not required to make any inquiries in relation to any instructions received by an authorised signatory in relation to the operation of your account. Subject to Section H BPAY[®], Section K Pay Anyone Service and Section L Bendigo Bulk Payments, you are wholly liable for any loss or damage you or a third party suffers as a result of us acting upon those instructions.

- 14.4 These terms and conditions apply to the authorised signatory in the same way that they apply to you. You should ensure that any authorised signatory has read these terms and conditions and complies with them as if they were you. If the authorised signatory does not comply with these terms and conditions, you will be in default.
- 14.5 You consent to us giving an authorised signatory information about your account.
- 14.6 You may ask us in writing, to limit the dollar amount available to some authorised signatories to restrict their liability.

15. Cancelling a payment facility

- 15.1 We may at our absolute discretion cancel a payment facility at any time without notice to you. Without limiting the circumstances in which we may cancel a payment facility, we may cancel a payment facility if:
- (a) we receive notice of your mental incapacity, bankruptcy, insolvency or death;
 - (b) we believe any of your card, cheque book, PIN, access number or security token are being used, or will be used, in a way that will cause loss to you or us;
 - (c) we reasonably believe you induced us to issue the payment facility by fraud;
 - (d) you or an authorised signatory breach any of these terms and conditions;
 - (e) we close your account;
 - (f) in the case of Bendigo Phone Banking, Bendigo e-banking, Bendigo Bulk Payments, the Pay Anyone Service or Automatic Payments, the security or quality of the service is threatened; or
 - (g) you fail to comply with our instructions or in the case of Bendigo Bulk Payments, APCA Regulations.
- 15.2 We will take and promptly process your instruction to cancel a direct debit request which is set up using your account number. You may cancel a direct debit request at anytime by giving us notice in writing or by coming into one of our branches and talking to a staff member.

- 15.3 You are encouraged to maintain a record of any Regular Payment Arrangement entered into with a merchant using your card number.
- 15.4 To either change or cancel any Regular Payment Arrangement set up using your card number you should contact the merchant at least 15 days prior to the next scheduled payment. Until you attempt to cancel the Regular Payment Arrangement we must accept the merchant's transaction. If possible you should retain a copy of their charge/cancellation request. Should the merchant fail to act in accordance with these instructions you may have rights to Dispute the transaction.
- 15.5 Should your card number be changed i.e. as a result of lost or stolen card you must request the merchant to change the details of your existing Regular Payment Arrangement to ensure arrangements continue. If you fail to undertake this activity your Regular Payment Arrangement either may not be honoured by us or the merchant may stop providing the goods and/or services.
- 15.6 Should you elect to close your card account or your account is closed by us you should contact the merchant to amend any Regular Payment Arrangement set up using your card number; as the merchant may stop providing the goods and/or services.
- 15.7 If we cancel a payment facility we will notify you as soon as possible afterwards except if we cancel a direct debit or periodical payment after being advised by the payee that no further payment is required or your account is closed.
- 15.8 You may alter, stop or cancel a payment facility at any time by giving us notice in writing or by coming into one of our branches and talking to a staff member.
- 15.9 If your card is cancelled, you must immediately return to us all cards issued to you or an additional cardholder (cut in half for your protection). You will be liable for any transaction you or any additional cardholder make until the card is returned to us. If you use your card after it is cancelled, we can tell any merchant that the card has been cancelled.
- 15.10 If your Business Cheque Facility is cancelled, you must immediately return to us all unused cheques. We may dishonour any cheque presented after cancellation of your Business Cheque Facility. You will be liable for any cheques presented after cancellation that have not been dishonoured.
- 15.11 If your access to Bendigo Phone Banking or Bendigo e-banking is cancelled, we may refuse any transaction you initiate through these facilities without giving any reason or advance notice to you.
- 15.12 If a direct debit is cancelled, you must promptly notify the appropriate company, organisation or fund. If you cancel a direct debit, periodical payment or sweep facility, we must receive your instructions at least one business day prior to the due date of the next payment, otherwise that payment may be made.

16. Stopping or closing your account

- 16.1 You may request us to close your account only if it is in credit. You may close the account by:
- (a) visiting a Bendigo Bank branch and telling us you wish to close the account;
 - (b) sending a written request to Community Sector Banking, and returning to us all unused cheques, cards or security tokens linked to that account.
- 16.2 If a card is linked to your account, you must give us 14 days notice of your wish to close your account. You must return to us all cards issued on the account at the time of giving notice. This 14 day period is to allow for outstanding card transactions to be presented for payment before the account is closed.
- 16.3 We may close your account at any time by giving you notice that is reasonable in all the relevant circumstances and reimbursing you for any amount standing to the credit of your account. If you or an authorised signatory breach any of these terms and conditions, we may close the account without giving you prior notice.
- 16.4 We will give you notice as soon as possible after closing the account (unless we have previously given you notice), and will reimburse you for the amount standing to the credit of your account.

- 16.5 If your account is closed:
- (a) we may cancel any card linked to that account, cancel any Business Cheque Facility linked to that account and disable your access to other payment facilities linked to that account;
 - (b) you must return to us all cards, any security tokens issued to you and all unused cheques linked to that account;
 - (c) you will be liable for any transactions that were not processed, or that occur, on the account (including, but not limited to, outstanding merchant purchases, cash advances and cheques presented) at the time the account is closed;
 - (d) you must pay to us on demand all unpaid fees and charges prior to closure of the account;
 - (e) you must arrange deregistration of your access ID's;
 - (f) we will automatically stop any periodical payments or sweep facilities.

16.6 You should make arrangements for any Automatic Payments, direct debit, direct credit payments, interest payments, ongoing Pay Anyone Service payments and payments to be made by Bendigo Bulk Payments if applicable that are paid into or out of your account to be re-directed before the account is closed.

16.7 We reserve the right to withdraw any particular type of account from offer without notice.

- 16.8 We may place a stop on your account if:
- (a) you are in breach of any of the terms and conditions;
 - (b) you have not provided us with information that we have asked you to provide;
 - (c) we receive notice of your mental incapacity, bankruptcy or death;
 - (d) we became aware of any dispute which in our reasonable opinion has a bearing on the account.

If we place a stop on your account, you or anyone else will not be able to make any withdrawal transactions on the account. Credit transactions will still be allowed unless you specifically request credit

transactions be stopped also. We are not liable for any loss or damage arising from placing a stop on your account.

17. Dormant accounts

- 17.1 If you do not operate your account for 7 years and there is \$500 or more in your account, we are required by law to send the balance of your account to the Commonwealth Government as unclaimed money.
- 17.2 If you do not operate your account for 3 years, we may charge an annual Dormant Account Fee in order to meet the costs of maintaining account records: see the Schedule of Fees, Charges and Transaction Account Rebates for Community Sector Banking Accounts. If there is not enough money in your account to cover the fee, your account will be automatically closed.
- 17.3 We will send you a letter prior to the deduction of any Dormant Account Fee, advising you that your account is dormant and that you have the following options:
- (a) you can make a transaction to re-activate the account;
 - (b) you can close the account;
 - (c) you can close the account and open another account more suitable to your needs.
- 17.4 If you are unable to attend a Bendigo Bank branch to take up any of the above options, please contact Community Sector Banking on 1300 550 603 advising of your situation. This may prevent the fee being charged.

18. Changes

- 18.1 We may change these terms and conditions at our absolute discretion at any time. If any law regulates that change, we will only make the change to the extent permitted by and subject to, the requirements of that law.
- 18.2 You agree that we can give notice of changes to these terms and conditions, any material change to, or any significant event that affects any of the matters specified in this document (including changes to fees and charges and interest rates) in writing, by an advertisement in a major daily newspaper or in any other way permitted by law.

18.3 If a Government charge payable directly or indirectly by you is introduced or varied, we will notify you by advertisement in the national media or local media or in writing unless the introduction or variation is published by the Government.

18.4 The table below sets out how and when we will notify you of changes.

Type of change	Minimum number of days notice	Manner of giving notice
Any change that is an increase in fees or charges.	30	In writing, by advertisement in a major daily newspaper or in any other way permitted by law.
A variation of the method by which interest is calculated. A variation of the frequency with which interest is debited or credited. Change to the balance ranges within which interest rate apply	30	In writing
Other changes to the terms and conditions (apart from a change in Government charge payable directly or indirectly by you).	No later than the day on which the changes take effect.	In writing, by advertisement in a major daily newspaper or in any other way permitted by law.

19. Withholding tax and GST

19.1 When you open an account with us, you have the option of supplying us with your Tax File Number, or if applicable your Australian Business Number. If you don't, we are required by law to deduct withholding tax from your interest, at the highest marginal rate plus Medicare Levy and forward it to the Australian Taxation Office.

19.2 Similar requirements also apply to joint accounts where one or more of the account holders have not supplied their Tax File Number, or if applicable their Australian Business Number or relevant exemption.

Providing your Tax File Number is NOT compulsory, but is advisable.

19.3 If you are entitled to an exemption in relation to withholding tax you should advise us of your type of exemption and provide any supporting documentation we may require.

19.4 If you have a Community Sector Banking Salary Benefit Card, Community Sector Banking offer an optional service for GST Reporting. Community Sector Banking can provide a record of all expenditure on each employee Salary Benefit Card (which relate to a Type 1*

benefit under FBT legislation) and calculate the total GST paid each month. This report may be used by PBI organisations to claim back GST, where a valid tax invoice is held.

Fees and charges apply for this service; please refer to the Schedule of Fees, Charges and Transaction Account Rebates for Community Sector Banking Accounts.

*Type 1 benefits are expenditure items which are GST inclusive.

20. Privacy and confidentiality

20.1 We are committed to ensuring your privacy is protected and understand your concerns regarding the confidentiality and security of personal information you provide to us and Community Sector Banking.

20.2 We acknowledge that we have a general duty of confidentiality towards you except in the following circumstances:

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

20.3 In addition, the following clauses apply if you are an individual or, if you are not an individual, to individuals about whom we collect personal information in relation to your account. You agree to show this clause to all individuals who you have authorised to deal with us in relation to your account.

Collection, use and disclosure of information

- 20.4 We and Community Sector Banking collect and use your personal information in order to provide you with financial products and services. To do that, we may disclose your personal information to regulatory bodies or government agencies in order to verify your identity or to authenticate a document you provided to us.
- 20.5 We may also disclose your personal information to organisations that carry out functions on Bendigo and Adelaide Bank Group's behalf such as mailing houses and information technology service providers. Confidentiality agreements with those entities ensure this information is only used to carry out functions on the Group's behalf.
- 20.6 We may also share personal information regarding any one or more joint account holders (including defaults, dishonours, overdrawing or notices of demand in relation to the joint account) with prospective or existing guarantors or indemnifiers of any obligations of any of the joint account holders.
- 20.7 This information may also be shared with the Bendigo and Adelaide Bank Group and our joint venture partners so that you can be told about other products and services offered or distributed by us. We may also give information to other persons for the purpose of authorising transactions made using your card or any additional card.

Access and correction

20.8 In most cases, you will be able to gain access to personal information about you held by us and Community Sector Banking. We will take reasonable steps to amend or correct your personal information to keep it accurate and up-to-date. The Bendigo Bank Customer Help Centre will co-ordinate requests relating to access and correction of your personal information.

Opting out of product promotions

20.9 You can opt at any time not to receive any marketing material from us or Community Sector Banking. If you opt out, we will continue to make contact with you to provide information in relation to your existing accounts only (including information about new features or products related to these accounts).

Privacy concerns or complaints

20.10 If you have concerns or wish to make a complaint regarding the treatment of your personal information by Community Sector Banking or us please phone the Bendigo Bank Customer Help Centre for assistance on 1300 361 911.

Further information

- 20.11 Bendigo e-banking customers can assist in protecting their own privacy by ensuring that their PC has firewall software, is not infected with a virus and that they use a security token to ensure that if their information is captured, their accounts cannot be accessed without it.
- 20.12 You can obtain more information about privacy in the Bendigo Bank Privacy Policy which is available upon request at any Bendigo Bank branch or on the Bendigo Bank website at www.bendigobank.com.au

21. If you have a concern or complaint

- 21.1 If you have a problem please let us know immediately because we may be able to fix it for you. We will attend to your concern promptly and courteously.
- 21.2 If you can spare the time, we would really appreciate hearing from you when you are happy with our service. This provides a more balanced perspective of our customers' impressions of us.
- 21.3 You can raise your concern or complaint with us by:
- (a) Speaking to your Community Sector Banking staff or Business Development Manager directly or ask to speak with their supervisor or manager;
 - (b) Writing to Community Sector Banking staff or Business Development Manager, providing as much information as possible about the situation and enclosing any relevant documentation;

- (c) Contacting Community Sector Banking on 1300 550 603;
- (d) Contacting our Customer Help Centre on:
 - Telephone 1300 361 911
 - 8.30am – 7.30pm (Victorian time)
 - Monday to Friday; or
 - Fax 1300 367 615; or
 - Email: customerhelpcentre@bendigobank.com.au

21.4 Experience tells us that most concerns or complaints can be fixed at this level. If however, your concern or complaint requires specialist attention, the appropriate staff member will respond to you within 3 days of receipt of the concern or complaint, either providing an immediate answer or advising of action to be taken and an expected reply date. Every effort will be made to provide a response within 7 days but a reply will never be more than 21 days from the receipt of the concern or complaint.

Financial Ombudsman Service

- 21.5 We do not anticipate a situation where we cannot resolve a concern or complaint to your satisfaction. However, should this happen, you have the option of referring the matter to the Ombudsman.
- 21.6 The Financial Ombudsman Service is an independent person appointed to help individual customers or small business customers resolve problems and disputes with their bank. You do not have to pay if you ask the Ombudsman to help you.
- 21.7 The Ombudsman's role is to investigate matters only after customers have fully exhausted the established complaint procedures of their bank.
- 21.8 The Ombudsman cannot deal with claims for financial loss in excess of \$150,000 for events occurring before 1 December 2004 or \$280,000 for events occurring on or after 1 December 2004 or complaints relating to dissatisfaction with customer service provided by bank staff. Complaints in relation to the bank's commercial policy decisions such as the setting of interest rates, fees and charges, also cannot be raised with the Financial Ombudsman Service.

21.9 You may obtain further information about this service by contacting the Ombudsman at:

Financial Ombudsman Service
GPO Box 3
Melbourne Vic 3001
Telephone: 1300 78 08 08
Fax No: (03) 9613 6399
Website: www.fos.org.au
Email: info@fos.org.au

22. If you have changed your name or address or your circumstances change

- 22.1 If you have changed your address (home, business or email, where relevant) you must provide us with your new address as soon as possible, by phoning 1300 550 603 or by writing to Community Sector Banking (address details are in the front of this document).
- 22.2 If you or your business has changed its name, we will need to amend our records as soon as possible. Before amending our records, we will require evidence of the change, such as a marriage certificate, birth certificate, decree nisi or dissolution of marriage, or certificate of registration of change of name or certificate of registration of business name.
- 22.3 You should advise us of the details of all of your accounts so that all our records can be changed. If you like, we can also change the Bendigo Bank branch where you normally pick up your cheque book and/or card, to a branch that is more convenient to you.
- 22.4 You must notify us in writing as soon as possible of any proposed or actual changes to your financial or legal status (including name changes, mergers, administration or receivership, schemes of arrangement, bankruptcies, liquidations, windings up, dissolutions or acting or failing to act in a manner which could result in any of these situations) or any other material changes that may affect or impact upon your use of your account or any payment facility or your ability to continue operating in a financially viable manner.

23. If you need to send money overseas or have received funds from overseas

- 23.1 We can send money overseas for you in Australian or foreign currencies. You can ask us to make an international telegraphic transfer to an overseas bank nominated by you. We do not have to agree to your request. You can also ask us to prepare a bank draft for the foreign currency amount, for you to send overseas by mail.
- 23.2 If you have received funds from overseas, you can bring the foreign currency cheque or document into your nearest Bendigo Bank branch, where our staff will be happy to convert the funds into Australian dollars and deposit the converted amount into your account. You will not be able to draw against these funds until they have cleared. We reserve the right not to accept any foreign currency cheque or document or accept it on a collection basis only.
- 23.3 Fees and charges apply for the provision of these services: see the Schedule of Fees, Charges and Transaction Account Rebates for Community Sector Banking Accounts.

24. Code of Banking Practice

- 24.1 If you are an individual or small business (as defined by the Code of Banking Practice) we are bound by the Code of Banking Practice.
- 24.2 The Code of Banking Practice requires us to draw your attention to the availability of general descriptive information concerning our banking services. This includes information about account opening procedures, our obligations regarding the confidentiality of your information, complaint handling procedures, bank cheques, the advisability of you informing us promptly when you are in financial difficulty and the advisability of you reading the terms and conditions applying to this banking service. That information is contained in this document.

25. Money Laundering

- 25.1 We are committed to the regulatory requirements for anti-money laundering and counter terrorism financing (AML).
- 25.2 To comply with these requirements we may:
- (a) require you to provide to us, or otherwise obtain, any additional documentation or other information;

- (b) suspend, block or delay transactions on your account, or refuse to provide services to you;
- (c) report any, or any proposed, transaction or activity to any body authorised to accept such reports relating to AML or any other law.

26. Liability

- 26.1 Subject to any other provision of these terms and conditions, to the extent permitted by law, neither we nor Community Sector Banking will be liable to you for or in connection with:
- (a) any loss or damage you suffer as a result of using your account or a payment facility;
 - (b) any delay or failure in processing a transaction on your behalf;
 - (c) any transaction which is processed by us on your behalf;
 - (d) any failure, malfunction, delay or error (for any reason) of any equipment, system or software (including, without limitation, the telephone, computer, software and telecommunications and ISP services you or an authorised signatory use to access an account or payment facility);
 - (e) any unavailability or failure of a payment facility to accept instructions from you;
 - (f) any failure of a card, access number or PIN to permit you or your authorised signatory to access a payment facility;
 - (g) any unauthorised access to, or disclosure of information relating to, your account through a payment facility;
 - (h) any other action taken or not taken in relation to your account or a payment facility.

27. Other

- 27.1 We may decide, at our discretion, the order in which payments will be processed.
- 27.2 We may give you a certificate about a matter in connection with the account. The certificate is sufficient to prove the matter, unless you prove the certificate is incorrect.
- 27.3 Notices and other communications for us may be:

- (a) given personally to one of our Business Development Managers or sent by post or facsimile to Community Sector Banking's registered office;
 - (b) given by any other means permitted by law.
- 27.4 Subject to the requirements of any law, communications for you may be:
- (a) given to you personally, left at any address specified by you or your residential, registered office or business address last known to us;
 - (b) sent by prepaid post to any of these places;
 - (c) sent by facsimile to your residential or business facsimile number last known to us;
 - (d) given by any other means permitted by law.
- 27.5 You must give us any information or documents we require to identify you or any person authorised to operate your account. Subject to the requirements of any law, you authorise us to check the authenticity of any such information or documents that you give to us.
- 27.6 Enforcement expenses may become payable if you breach these terms and conditions. For instance, if you overdraw your account without our written permission we may take legal action to recover the debt. Any reasonable expenses we incur in recovering our debt will be payable by you and you authorise us to debit the amount of these expenses to your account.
- 27.8 Nothing in this document has the effect of excluding, restricting or modifying rights in the Australian Securities and Investments Commission Act or Trade Practices Act, which cannot be excluded, restricted or modified by agreement. If your account or payment facility is of a kind not ordinarily acquired for personal, domestic or household use, our liability is restricted to re-supplying the services or the cost of re-supplying the services.
- 27.9 Part or all of any provision of these terms and conditions that is illegal or unenforceable will be severed from these terms and conditions, however the remaining provisions will continue in force.
- 27.10 We may assign or otherwise deal with our rights under these terms and conditions in any way we consider appropriate. You agree that we may disclose any information or documents we consider desirable to help us exercise this right. You also agree that we may disclose information or documents at any time to a person to whom we assign our rights under these terms and conditions.
- 27.11 If we receive notice of a dispute from a third party who has a beneficial interest in the funds held in the account, we may at our discretion freeze the account until the dispute has been resolved.
- 27.12 You should inform us promptly if you are in financial difficulty.

Our rights under these terms and conditions

- 27.7 We may choose at any time to waive any of our rights under these terms and conditions. Subject to any applicable law, a waiver by us is not a change to, and does not reduce our rights under these terms and conditions unless we give you written notice that it is a change to these terms and conditions.

Section C: Business Cheque Facility

This section applies if you have a Business Cheque Facility.

28. Availability of the Business Cheque Facility

A Business Cheque Facility is only available in connection with some accounts. The Key Features Tables starting on page 3 indicate the accounts in respect of which a Business Cheque Facility is available and eligibility requirements that apply. In addition, you must be 18 years or over to apply for a Business Cheque Facility.

29. Issuing and writing cheques

- 29.1 Your right to use cheques drawn on us and the cheque book issued by us is at all times at our discretion. We reserve the right at any time to suspend or withdraw those rights and facilities or to refuse to pay any cheque. The Business Cheque Facility is not available for use outside Australia. The cheque book will always remain our property and, if we ask, it must be returned to us.
- 29.2 You may only write cheques on the forms we supply or approve. All cheques that you write must be completed clearly and signed by you or an authorised signatory. You should only sign a cheque after it has been filled out.
- 29.3 You must take all reasonable care to prevent fraud occurring in relation to your Business Cheque Facility.
- 29.4 When filling out a cheque you should always write the amount of the cheque in words as well as figures as words are more difficult to alter. You should:
- try not to leave any gaps between the words or figures;
 - begin the amount in words with a capital letter as close as possible to the words "The sum of" and draw a line from the end of the amount in words to the printed \$;
 - begin the amount in figures as close as possible to the printed \$;
 - add the word "only" after the amount in words.
- This can help to reduce the risk of fraud.

- 29.5 You should never write on a cheque with pencil or erasable ink.
- 29.6 The issuing of a cheque by you authorises us to debit your account with the amount of any cheque signed by you or an authorised signatory in accordance with the operating instructions on the account. You should only write a cheque if you have sufficient available funds in your account.

30. What is the effect of crossing a cheque?

Crossing a cheque means drawing two transverse parallel lines from top to bottom on the face of the 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.

31. What is the meaning of "not negotiable"?

- 31.1 The words "not negotiable" between two parallel lines across the face of a cheque mean that, where the cheque is transferred, the person who obtains the cheque has no greater rights than the person who transferred it to him or her.
- 31.2 For example, if your cheque has been stolen and passed by a 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 has no rights to the cheque and therefore has passed no rights to the innocent person.

32. What is the meaning of "account payee only"?

The words "account payee only" on a cheque are a warning to a bank with which the cheque is deposited that the cheque should be paid only to the person named in the cheque as payee.

33. What is the significance of deleting "or bearer"?

- 33.1 The words "or bearer" mean that (except in the case where the cheque is crossed and must therefore be collected by a bank) the bank on which the cheque is drawn has authority to pay it to any person in possession of it even if that person found it or sold it unless the bank has reason to suspect that the cheque might have fallen into the wrong hands. If you delete these words the cheque becomes an "order" cheque.

33.2 If a cheque is an "order" cheque then (except in cases where the cheque is crossed and must therefore be collected by a bank) the bank on which the cheque is drawn should only pay it:

- (a) to the named payee;
- (b) to any other person to whom the named payee, by endorsing the cheque on the reverse side, has ordered it to be paid.

34. Stopping your Cheque

34.1 You may request payment to be stopped on a cheque which has not yet been presented for payment. However you must pay us a fee for this service: see the Schedule of Fees, Charges and Transaction Account Rebates for Community Sector Banking Accounts.

34.2 To stop a cheque you must call into your local Bendigo Bank branch or phone Bendigo Bank on 1300 366 666. Alternatively, if you have access to Bendigo e-banking you may request us to stop a cheque via the online facility. You should identify the cheque clearly by telling us the name of the account, the amount of the cheque, the number and date of the cheque and the name of the payee.

35. Dishonouring cheques

35.1 We may, at our discretion, dishonour a cheque if:

- (a) you have insufficient funds or available credit in your account to cover the cheque;
- (b) the cheque has not been completed correctly or is incomplete (including but not limited to a cheque that is unsigned, undated, post dated (which is a cheque dated later than the date it was written), stale, has no payee stated or has been materially altered and you have not authorised the alteration);
- (c) you have instructed us to stop payment on the cheque;
- (d) we have received notice of your mental incapacity, bankruptcy or death.

35.2 If your account is closed or your Business Cheque Facility is cancelled we may dishonour any cheque presented after closure or cancellation, unless you make other arrangements with us.

35.3 A dishonour fee may apply if a cheque is dishonoured: see the Schedule of Fees, Charges and Transaction Account Rebates for Community Sector Banking Accounts.

35.4 Our right to take actions to recover money you owe us will not be prejudiced by any decision we make to meet payment on any cheque.

36 Lost or stolen cheques and cheque books

36.1 You must keep your cheque book and all unused cheques out of sight and in a safe place at all times (for example a locked drawer or cabinet). This will help reduce the risk of theft. Leaving your cheque book in your sock drawer or the glove box of your car is not a safe place.

Note: As a general rule you should treat your cheque book the same way as you would a large sum of cash. Would you leave \$5,000 in cash in your sock drawer or the glove box of your car?

36.2 You must keep your cheque book separate from any plastic cards or other material that bears your signature. You must not leave signed blank cheques in your cheque book.

36.3 If any cheque or your cheque book is lost, stolen or misused, you must notify us as soon as possible by contacting your local Bendigo Bank branch or alternatively by phoning Bendigo Bank on 1300 366 666.

36.4 If you delay unreasonably in advising us that a cheque or cheque book is lost, stolen or misused, other people may be able to withdraw money from your account without your permission. If you fail to notify us as soon as possible, you may be held liable for any unauthorised transactions occurring on your account before you notified us and you authorise us to debit any such amounts for which you are liable to your account.

37. Liability

Neither we nor Community Sector Banking will be responsible for, or liable for:

- (a) any arrangement or transaction which is conducted or processed by us on your behalf;
- (b) the dishonour or failure to dishonour any cheque drawn by you;
- (c) any delay or failure in processing a transaction on your behalf; and
- (d) any other actions taken or not taken in relation to your Business Cheque Facility.

Section D: Cards

This section and section F below apply if we issue a card that is linked to an account to which this document applies. However, they only apply to a Bendigo MasterCard credit card or a Bendigo Visa credit card to the extent that the card is used to gain access to any of the accounts to which this document applies (they do not apply when you use these cards to gain access to credit card accounts).

38. Your card

- 38.1 You must be 13 years of age or more to apply for a Bendigo Easy Money card or 18 years of age or more to apply for any other card. In addition, cards are not available on all accounts. The Key Features Tables starting on page 3 indicate the accounts for which they are available.
- 38.2 If you have a Community Sector Banking Salary Benefit Card Account, you may apply for a Payments Card (this card is not available with any other account). If we approve your application, we will issue a Payments Card to any employee or domestic partner of an employee that you nominate and each nominated employee or employee's domestic partner will be an additional cardholder for the purpose of these terms and conditions. You will be liable for overdrawn amounts on a Community Sector Banking Salary Benefits Card Account. An additional cardholder will not be liable for overdrawn amounts.
- 38.3 The issue and use of a card is at all times at our discretion. The card will always remain our property and must be returned to us on demand.
- 38.4 We may issue replacement cards at any time. For example, we may issue a replacement card when the cardholder has changed his or her name, or when the card has been damaged. If we issue a replacement card to you or an additional cardholder, you or the additional cardholder must not use the card it replaces and you remain liable for any use of the replaced card.

38.5 Before the expiry date of a card, we will automatically issue you with a renewal card unless you request us in writing not to do so. In the case of a Payments Card, we will forward the renewal card to the address nominated by you for receipt of statements and correspondence in relation to your Community Sector Banking Salary Benefit Card Account. At least two months prior to the card expiring, you must notify us of any changes to your address. This will ensure our records are up to date in the event that we mail the reissued card directly to you.

38.6 You must sign your card as soon as you receive it and ensure that any additional cardholder also immediately signs his or her card. A card may not be accepted unless it has been signed. Your card is only valid for the period shown on it.

38.7 We will give a card to you by either mailing it to you by registered post or handing it to you or your authorised agent at one of our branches. You or your authorised agent may be required to produce suitable identification when collecting the card. Once you or your authorised agent have received the card, you are responsible for the security of the card. We recommend against sending cards by ordinary post.

38.8 You must choose a password for your card. We may ask you for this password at any time as further proof of your identity.

38.9 You may be required to produce suitable identification when using your card.

39. Using your card

39.1 A Payments Card must be linked to a Community Sector Banking Salary Benefit Card Account. A Payments Card can only be used to purchase goods and services from a merchant that accepts the Payments Card. It cannot be used at ATMs, EFTPOS terminals or Bank@Post™ terminals to make cash withdrawals.

39.2 All other cards must be linked to a primary demand deposit account which is eligible to have card access. The Key Features Tables starting on page 3 list which Business Accounts are eligible to have card access.

Within Australia

39.3 You can use your card (except if it is a Payments Card) at our ATMs to:

- (a) make deposits to your primary demand deposit account (although this can only be done at any Bendigo Bank ATMs that offer this function);
- (b) make withdrawals from your primary demand deposit account;
- (c) transfer money from your primary demand deposit account to another account linked to your card (if any); and
- (d) obtain account balances for your primary demand deposit account.

39.4 You can use your card (except if it is a Payments Card) at ATMs operated by another financial institution and some other ATMs to:

- (a) make withdrawals from your primary demand deposit account; and
- (b) obtain account balances for your primary demand deposit account.

You may also be able to transfer money from one account to another depending upon the particular financial institution or provider which operates the ATM.

Other financial institutions can determine from time to time what transactions can be carried out at their ATMs.

39.5 You can use your card (except if it is a Payments Card) at a Bank@Post™ terminal (the Post Office may have restrictions) to:

- (a) make withdrawals from your primary demand deposit account;
- (b) make deposits to your primary demand deposit account;
- (c) transfer money from your primary demand deposit account to another account linked to your card (if any);
- (d) obtain account balances for your primary demand deposit account. However the Post Office may have restrictions and Australia Post reserves the right not to process a transaction.

39.6 You can use your card at any EFTPOS terminal in Australia to purchase goods and services and, for all cards except Payments Cards, to withdraw cash from your primary demand deposit account, providing the merchant operating the EFTPOS terminal has a policy which allows for cash withdrawals.

Outside Australia

39.7 You can use your Bendigo Easy Money card to withdraw from your primary demand deposit account at any ATM overseas bearing the PLUS symbol.

39.8 If your card is branded MasterCard, you can access your funds from your primary demand deposit account using your Bendigo Blue (except if it is a Payments card) from any overseas ATM bearing the MasterCard symbol.

39.9 If your card is branded VISA, you can access your funds from your primary demand deposit using your Bendigo Blue (except if it is a Payments card) from any overseas ATM bearing the VISA or PLUS symbol.

39.10 You can use your Bendigo Visa credit card to withdraw from your primary revolving credit account or your secondary demand deposit account (if linked) at any ATM overseas bearing the VISA or PLUS symbol that allows you to select this option.

39.11 You can use your Bendigo MasterCard credit card to withdraw from your primary revolving credit account at any ATM overseas bearing the MasterCard, CIRRUS or MAESTRO symbol that allows you to select this option. Within Australia and outside Australia.

39.12 You should phone Community Sector Banking on 1300 550 603 before travelling, for information on use of your card overseas.

Within Australia and outside Australia

39.13 You can use your card to purchase goods or services via mail order, by telephone or by other means (such as the Internet) where the merchant accepts that form of payment.

Other

39.14 The fact that any promotional material is displayed at premises does not mean that we guarantee that all goods and services available there may be obtained by using your card. We are not responsible if a merchant, Post Office, or financial institution refuses to accept your card, does not allow cash withdrawals or places other limitations on using your card.

39.15 We are not responsible for the following, unless the law says we are:

- (a) any goods or services which you have obtained from a merchant using your card;
- (b) any refund by a merchant.

If you have any complaints about goods or services, you must raise them directly with the merchant.

39.16 We do not warrant that ATMs will always have money available.

40. Card transactions

40.1 All transactions need authorisation from us. We may refuse to authorise a proposed transaction if:

- (a) the transaction exceeds the cleared funds;
- (b) your card has been reported lost or stolen;
- (c) we have any other good reason to do so.

40.2 You authorise us to give information to other persons for the purpose of authorising transactions made using your card or any additional card.

40.3 You authorise us to debit your account with the amount of any purchases, withdrawals and any other transactions made using your card or any additional card.

41. Additional cards

41.1 You may apply to have another person authorised to access and operate your account with a card. If we do agree to your request, we may impose conditions. A person who is authorised to access and operate your account with a card is called an additional cardholder. You will be liable for overdrawn amounts on your account. An additional cardholder will not be liable for overdrawn amounts.

- 41.2 The person must be:
- (a) 13 years or older (for a Bendigo Easy Money card);
 - (b) 18 years or older (for a Payments Card); or
 - (c) 18 years or older (for all other cards).
- 41.3 If we accept your application:
- (a) we will issue to that person a card linked to your account ("additional card");
 - (b) you authorise us to debit your account with all transactions made using the additional card and you will be responsible and liable for these transactions as if you had made them yourself;
 - (c) these terms and conditions apply to the additional card in the same way that they would apply to any card issued to you. You should ensure that any additional cardholder has read these terms and conditions and complies with them. If the additional cardholder does not comply with these terms and conditions, you will be in default.
- 41.4 You can arrange to have this authority revoked at any time. If you want to revoke the authority of an additional cardholder to access and operate your account, you must notify us in writing and return to us any cards (cut in half for your protection) that we have issued to that person. Cancelling, stopping or revoking the authority will not be effective until the additional card is surrendered or you have taken all reasonable steps to have the card returned to us.
- 41.5 You consent to us giving a person with an additional card information about your account.
- (a) into Australian dollars at the appropriate MasterCard International exchange rate or Visa International exchange rate; or
 - (b) into United States Dollars and then into Australian dollars at the appropriate MasterCard International exchange rate or Visa International exchange rate.
- 42.2 The Australian dollar amount is then debited to your primary demand deposit account or your Community Sector Banking Salary Benefit Card Account.
- 42.3 When you use your card outside Australia you are bound by any exchange control requirements of the Reserve Bank of Australia.

42. Foreign currency transactions

- 42.1 Transactions in foreign currency amounts conducted using your Bendigo Blue debit card, Bendigo Visa credit card or Bendigo MasterCard credit card incur a fee: see the schedule of Fees, Charges and Transaction Account Rebates for Community Sector Banking Accounts. They are then converted either (depending on the foreign currency converted):

Section E: Bendigo Phone Banking and Bendigo e-banking

This section and Section F below apply if you register for access to Bendigo Phone Banking or Bendigo e-banking.

43. Applying for Bendigo Phone Banking or Bendigo e-banking

- 43.1 You may apply for access to Bendigo Phone Banking or Bendigo e-banking by completing customer registration through Bendigo OnCall or at any Bendigo Bank branch. Approval of an application is at our discretion.
- 43.2 Bendigo Phone Banking and Bendigo e-banking are not available for all accounts. The Key Features Tables starting on page 3 indicate the accounts for which they are available.
- 43.3 You must be at least 16 years of age to be eligible for Bendigo Phone Banking or Bendigo e-banking.
- 43.4 For a Community Sector Banking Salary Benefit Account, Bendigo Phone Banking is not available and Bendigo e-banking is restricted to No Withdrawals access. You do not need to apply for Bendigo e-banking No Withdrawals access for your nominated administrator for a Community Sector Banking Salary Benefit Card Account or the holder of a Payments Card issued in relation to the account. We will automatically give Bendigo e-banking No Withdrawals access to your nominated administrator for a Community Sector Banking Salary Benefit Card Account and the holder of a Payment Card issued in relation to the account.

44. Access numbers and PINS

- 44.1 If we approve your application, we will provide you with an access number and a temporary PIN. The temporary PIN is valid for 5 days from the date of issue. Before the end of that 5 day period you must use that access number and temporary PIN to gain access to Bendigo Phone Banking or Bendigo e-banking for the first time. You will then be asked to select and enter a PIN and to re-enter the same PIN to confirm.

- 44.2 You acknowledge and accept that:
- (a) the access number we issue you, together with your selected PIN, is the means by which you use Bendigo Phone Banking and Bendigo e-banking and we identify you; and
 - (b) anyone using your access number and PIN will be able to have access to and conduct transactions on a nominated account using Bendigo Phone Banking or Bendigo e-banking.
 - (c) The use of a security token will enhance the security of your access.
- 44.3 You authorise us to act upon all instructions given to us using your access number and PIN or an authorised user's access number and PIN and subject to any other provision of these terms and conditions, you are liable for any such instructions. We may delay acting on an instruction.
- 44.4 You agree that you and your authorised users are bound by the Bendigo Bank Website Terms of Use when you or your authorised users use our website.

45. Services available using Bendigo Phone Banking and Bendigo e-banking

- 45.1 By using Bendigo Phone Banking and Bendigo e-banking you or your authorised user may be able to:
- (a) review the balance of a nominated account to determine the current or available balance;
 - (b) transfer funds between nominated accounts;
 - (c) arrange recurring or future specific date funds transfers;
 - (d) review the transaction history of a nominated account;
 - (e) select a nominated account and hear or view transaction related details including the date of the transaction, the type of the transaction (such as a withdrawal, BPAY[®] payment or cheque transaction) and the amount;
 - (f) receive a fax "mini-statement" of transaction related details;

- (g) perform selected transaction enquiries;
 - (h) select an individual or a range of transactions on a nominated account for closer examination;
 - (i) request new cheque books which can be collected from your nearest Bendigo Bank branch or mailed to your designated address in accordance with your requirements;
 - (j) access Secure Email which enables you or your authorised user to send and receive (secure) messages to and from internal Bendigo Bank departments (Bendigo e-banking only);
 - (k) access Account Notification which allows you to establish account balance thresholds and to nominate methods (including fax and/or email) for notification if the thresholds are exceeded (Bendigo e-banking only);
 - (l) make BPAY® payments;
 - (m) receive bills and statements via BPAY View® (Bendigo e-banking only);
 - (n) authorise transactions on a nominated account where more than one signatory would normally be required. With the authorisations feature, one signatory to the account can "set up" a transaction for authorisation by other signatories - either real time or at a future date (Bendigo e-banking only);
 - (o) transfer funds using the Pay Anyone Service to any account at any financial institution within Australia that is identified by a valid BSB number and account number (Bendigo e-banking only);
 - (p) access Bulk Payment facilities (Bendigo e-banking only).
- (a) review the balance of the account to determine the current available balance;
 - (b) review the transaction history of the account;
 - (c) perform selected transaction enquiries;
 - (d) select an individual or range of transactions on a nominated account for closer examination; and
 - (e) access Secure Email which enables you or your authorised user to send and receive (secure) emails to and from internal Bendigo bank departments.

45.2 For a Community Sector Salary Benefit Card Account, Bendigo Phone Banking is not available and Bendigo e-banking is restricted to No Withdrawal access. No Withdrawal access means that your nominated administrator and the holder of a Payment Card can do the following:

46. Equipment

It is your responsibility to obtain and maintain any electronic equipment (eg, computer hardware or touchtone telephone) which you may need to have to access Bendigo Phone Banking and Bendigo e-banking.

47. Authorised users

47.1 You may authorise a third party to use Bendigo Phone Banking or Bendigo e-banking to access or access and operate a nominated account. This third party must be registered with us as an authorised user. Registration is not required for e-banking No Withdrawals access by your nominated administrator for a Community Sector Banking Salary Benefit Card Account and the holder of a Payments Card issued in relation to the account. We will automatically give Bendigo e-banking No Withdrawals access to your nominated administrator for a Community Sector Banking Salary Benefit Card Account and the holder of a Payment Card issued in relation to the account.

47.2 You will be liable for any failure on the part of the authorised user to observe these terms and conditions.

47.3 You may request us to cancel the authority of an authorised user to access or access and operate a nominated account through Bendigo Phone Banking or Bendigo e-banking at any time by written request.

47.4 If you give us notice to cancel your access or your authorised user's access, you remain bound by these terms and conditions which may apply notwithstanding that your access, or your authorised user's access, has been cancelled.

You may request a maximum daily withdrawal limit to apply to your authorised user(s). This limit may include \$0 or view only access.

48. Access

48.1 You will only have access to accounts where:

- (a) the accounts you seek to access, using Bendigo Phone Banking or Bendigo e-banking, are Community Sector Banking or Bendigo Bank accounts; and
- (b) you are registered with us as the registered account holder or signatory or have the authority as an authorised user or the registered account holder to access or conduct transactions on the accounts; and
- (c) we have received no notification or we are unaware that the nominated account is under any dispute of any kind with any other party or entity;
- (d) we have received no notification or we are unaware that an application for bankruptcy or liquidation has been filed either by you, or issued or lodged by another person or entity; and

We recommend the purchase of a security token to ensure the most secure form of access.

48.2 We will make reasonable efforts to ensure the availability of Bendigo Phone Banking and Bendigo e-banking during the hours we have specified from time to time and ensure that information we make available to you through Bendigo Phone Banking and Bendigo e-banking is correct.

48.3 We may block access to Bendigo Phone Banking or Bendigo e-banking at any time without notice if we believe either service is being misused by you or your authorised user or used without your authority.

48.4 Where your access has been blocked due to fraudulent activity, you will be required to purchase a security token, firewall software and anti-virus software, update your windows version and provide proof of the same on your PC before access will be re-instated.

48.5 We may withdraw electronic access to your account without prior notice to you in the event of any Bendigo Bank equipment or Bendigo Bank system malfunction.

48.6 Access may be removed during routine system maintenance where you have not accessed the e-banking system for at least 6 months or Phone Banking for at least 12 months. We will notify you in writing at least 20 days before taking such action.

49. Exiting Bendigo e-banking

If you use Bendigo e-banking you must click on the log off button when you have finished using the service. This is particularly important in a work environment or another environment where the terminal you are using may be left unattended for a reasonable period of time.

50. Confirmation of transactions

50.1 We will provide you with a transaction receipt number every time you make a transaction on your account using Bendigo Phone Banking or Bendigo e-banking. You should record the transaction receipt number and it should be quoted if you or they have any queries in relation to that transaction.

50.2 Subject to the requirements of any law, where you carry out a transaction through Bendigo e-banking on Bendigo Bank's website and we make a transaction record or receipt (which you can print) available to you or your authorised user on the website immediately on completion of the transaction, Bendigo Bank will not provide you with a paper transaction record or receipt.

51. Liability

51.1 You will be liable for all transactions on your account carried out by using an access number or PIN. You authorise us to debit all such transactions to your account.

- 51.2 Except as set out in this clause 51, neither we nor Community Sector Banking will be liable for any loss or damage you suffer as a result of using Bendigo Phone Banking or Bendigo e-banking.
- 51.3 You indemnify us against any loss or damage we or Community Sector Banking may suffer due to any claims, suits, demands or action of any kind brought against us arising directly or indirectly because you:
- (a) did not observe any of your obligations under the terms and conditions in this section; or
 - (b) acted negligently or fraudulently in connection with the other terms and conditions.
- 51.4 Neither we nor Community Sector Banking are liable for any consequential loss or damage you suffer as a result of using Bendigo Phone Banking or Bendigo e-banking other than any loss or damage which is due to our negligence or breach of any condition or warranty implied by law which cannot be excluded, restricted or modified at all or only to a limited extent.
- 51.5 You acknowledge and accept that Bendigo Phone Banking and Bendigo e-banking may only show transactions and balances current as at the previous business day.

Section F: Use and security of your card, access number, password, security token and PIN

This section applies if you have a card, access number, password, security token or PIN.

52. Protecting your card, access number, password, security token and PIN

- 52.1 The security of your card, access number, token, password and PIN is very important. You may be liable for unauthorised transactions and the risk of unauthorised transactions increases if you do not keep your card, password, token, access number and PIN secure.
- 52.2 You must ensure that you:
- (a) keep your card, access number, security token, password and PIN secure and protected;
 - (b) do not tell anyone your PIN or password;
 - (c) do not record your PIN anywhere, in electronic or written form, and, in particular, not on the "user guide" provided by us upon registration;
 - (d) do not select a PIN that is easily identified with you (eg. Your date of birth, your name or part of it or your phone number);
 - (e) do not select a PIN that is a common or easily guessed combination (eg. Repeated or consecutive numbers such as 5555 or 1234);
 - (f) do not provide your access number, PIN, password or card to any person (including a family member or a friend);
 - (g) do not allow any unauthorised person to observe or hear your PIN or password.
- 52.3 You must also ensure that your authorised users and additional cardholders do each of these things.
- 52.4 If you have a card you must also ensure that you:
- (a) sign your card as soon as you receive it;
 - (b) keep your card in a safe place;

- (c) check regularly that you have your card in your possession;
- (d) take steps to ensure that no one else has access to the PIN notification you receive through the mail. We recommend that you destroy the PIN notification once you have memorised it;
- (e) do not record your PIN on your card or carry any record of your PIN in an undisguised form with the card (merely placing a couple of digits at the beginning or end of your PIN disguising it as a telephone number or birth date is not sufficient);
- (f) do not let anyone use your card. You may be legally liable if someone else uses your card and PIN without your permission; and
- (g) destroy expired cards.
- (h) collect your card from the ATM after completing a transaction.

52.5 You must also ensure that any additional cardholder does each of these things.

52.6 The following ways of recording a PIN are often deciphered by thieves and it is strongly recommended that these ways are not used for recording PINs:

- (a) recording the PIN as a series of numbers with any of them marked, circled or highlighted to indicate the PIN;
- (b) recording the PIN with surrounding information that makes it stand out from its context. For instance, a PIN recorded as a 4 or 6 digit telephone number where all other numbers are 8 digits;
- (c) recording the PIN as a string of digits in isolation from other information;
- (d) recording the PIN as a birth date, postcode or telephone number without additional features of disguise.

53. Loss, theft and unauthorised use of your card, access number, password, token and PIN

53.1 You must notify us immediately if:

- (a) any record you may have of your PIN or password, or any record your authorised user or additional cardholder may have of their PIN or password, is lost or stolen;

- (b) someone has stolen your card or your additional cardholder's card;
- (c) you or your additional cardholder have lost your card;
- (d) you become aware or suspect another person knows your PIN or password or has used your PIN or password without your authority;
- (e) you or your authorised user or additional cardholder become aware or suspect another person knows their PIN or password or has used their PIN or password without their or your authority;
- (f) someone steals the token from you;
- (g) you lose your security token.

In Australia contact Bendigo Bank on

Bendigo OnCall 1300 366 666
between 8am – 8pm: Monday to Friday,
9am – 4pm: Saturday and
10am – 4pm: Sunday (Victorian time); or

After Hours hotline 1800 035 383 (this service is available 24 hours a day, 7 days a week).

Overseas

Phone Bendigo Bank on 61 3 5485 7872 or
fax 61 3 5433 9843.

If you have a Bendigo Blue debit card with a Visa symbol, Payments Card or a Bendigo Visa credit card, phone 1 410 581 9994 reverse charges (this service is available 24 hours a day, 7 days a week), or visit the Visa International website at www.visa.com to obtain a toll free number for the country you are travelling in.

If you have a Bendigo Blue debit card with a MasterCard symbol or a Bendigo MasterCard credit card, call 1 636 722 7111 reverse charges (this service is available 24 hours a day, 7 days a week), or visit the MasterCard International website at www.mastercard.com to obtain a toll free number for the country you are travelling in.

53.2 Any unreasonable delay in notifying us may expose you to liability for losses incurred as a result of unauthorised access or transactions. Liability for unauthorised transactions is set out in clauses 54 and 56.

53.3 If for any reason you cannot contact the hotline, then contact your local Bendigo Bank branch or 61 3 5485 7872 during normal business hours.

You are not liable for any unauthorised transactions which could have been prevented during any period of unavailability of all these contact points as long as you notify us within a reasonable time of a contact point becoming available.

53.4 When you report the loss, theft or unauthorised use of your card, PIN, access number, token or password, you will be given a notification number which you should retain as evidence of the date and time of your report.

53.5 You should confirm any verbal notification in writing or at your nearest branch as soon as possible.

53.6 If you find your card after reporting it lost or stolen, do not attempt to use it. Cut it up and return it to us. We cancel all cards reported as lost or stolen.

53.7 You can arrange for an emergency replacement card (except in the case of a Bendigo Easy Money card), if required, at the time of reporting your card lost or stolen.

54. Your Liability – Non PIN generated transactions

54.1 This clause 54 applies to transactions which are not EFT transactions.

54.2 You are not liable for any transactions performed without your permission unless you have contributed to the loss by:

- (a) Letting someone else use your card; or
- (b) Unreasonable delay in notifying us of the loss, theft or unauthorised use of your card.

If you did either of these things, we may hold you liable for all transactions carried out using your card up to the time you notify us of the loss, theft or unauthorised use of your card.

54.3 A disputed transaction may include:

- (a) An unauthorised transaction – a transaction which you believe was not authorised by use of the card or account by a cardholder. This includes any unauthorised telephone, Internet,

mail orders or any other unauthorised transactions on your account.

- (b) General dispute - a transaction which you wish to dispute. This may include a transaction which has been processed to your account more than once, or a transaction which was authorised by the use of your card or account which you wish to dispute.

Despite notifying us of a disputed transaction, you remain liable for any purchase made by a cardholder or any person authorised by a cardholder.

54.4 Visa and Mastercard have a dispute resolution process that is contained in the operating rules of the card scheme. This process sets out the specific circumstances and timeframes in which a member of the scheme (e.g. a bank) can claim a refund in connection with a disputed transaction on a cardholder's behalf.

This is referred to as a 'chargeback right'. We will claim a chargeback right where one exists and you have disputed the transaction within the required time frame. We will claim the chargeback for the most appropriate reason. Our ability to investigate any disputed transaction on your account, and subsequently process a chargeback, is restricted by the time limits imposed under the operating rules of the card scheme. The timeframes for us to process a chargeback (where a chargeback right exists) vary between 45 days and 120 days, depending on the type of transaction. We do not accept a refusal of a chargeback by a merchant's financial institution unless it is consistent with card scheme rules.

54.5 Our ability to dispute a transaction on your behalf (where a chargeback right exists) may be lost if you do not notify us within the required timeframes. For this reason, it is in your interest to report any disputed transaction to us immediately and certainly no later than the due date shown on the statement of the account. Where it can be shown that you have unreasonably delayed notifying us, you may be liable for the loss on any disputed transaction.

54.6 If a dispute is withdrawn or resolved in favour of the merchant a voucher retrieval fee may apply.

Section G: EFT Transactions

- PIN generated transactions

55. Liability for authorised transactions

- 55.1 This clause 55 applies to transactions which are EFT transactions.
- 55.2 You are responsible for all transactions carried out using an access number or PIN by you or by anyone else with your knowledge and consent.
- 55.3 If Bendigo Bank equipment or a Bendigo Bank system malfunctions after having accepted your instructions or fails to complete the transaction in accordance with your instructions resulting in loss to you of some or all of the amount of a transaction, we will correct that loss by making any necessary adjustments to your account, including an adjustment of any interest or fee. If you consider that you have incurred additional losses as a consequence of the malfunction you may make a claim for any such loss.
- 55.4 If you are aware or should have been aware that the Bendigo Bank equipment or Bendigo Bank system was unavailable for use or was malfunctioning then our responsibility will be limited to the correction of errors in your account and the refund of any fee imposed as a result.
- 55.5 We may withdraw electronic access to your account without prior notice to you in the event of any Bendigo Bank equipment or Bendigo Bank system malfunction.

56. Liability for unauthorised transactions

- 56.1 This clause 56 applies to transactions which are EFT transactions.
- 56.2 You will not be liable for losses arising out of:
- (a) unauthorised transactions where it is clear that you or an additional cardholder have not contributed to the loss;
 - (b) the fraudulent or negligent conduct of our employees or agents or companies involved in networking arrangements or of merchants who are linked to the EFT system or their agents or employees;
 - (c) any component of an access method that is forged, faulty, expired or cancelled;

- (d) unauthorised transactions occurring after you have notified us as required by these terms and conditions of the loss, theft or misuse of a card, forming part of an access method or that the security of a PIN or access number has been breached;
 - (e) transactions which require the use of a card, PIN or access number forming part of your access method and that occurred before you have received that card, PIN or access number (including a reissued or replacement card, PIN or access number);
 - (f) the same transaction being incorrectly debited more than once to the same account.
- 56.3 You are liable where we can prove on the balance of probability that you or your authorised user or additional cardholder have contributed to the losses in any of the following ways:
- (a) through your or an additional cardholder's fraud;
 - (b) by you or an additional cardholder voluntarily disclosing the PIN to anyone, including a family member or friend;
 - (c) by keeping a record of the PIN that can be used together with a card (without making any reasonable attempt to disguise the PIN or prevent unauthorised access to the PIN) on the one article, or on several articles, carried with the card, so that they are liable to loss or theft simultaneously with the card;
 - (d) by keeping a record of your access number and PIN (without making any reasonable attempt to protect the security of the records) on the one article, or on several articles so that they are liable to loss or theft simultaneously;
 - (e) where we permit you or an additional cardholder to select or change a PIN, by selecting numbers which represent the user's or cardholder's birth date or letters which are a recognisable part of their names, if immediately before this was done we specifically warned you not to do so and that you might incur liability by doing so;
 - (f) by acting with extreme carelessness in failing to protect the security of the PIN.

- 56.4 In these cases, you will be liable for the actual losses which happen before you or the authorised user or additional cardholder notified us that the card had been misused, lost or stolen or that the security of a PIN forming part of the access method has been breached, but you will not be liable for any of the following amounts:
- (a) that portion of the losses incurred on any one day which exceed the applicable daily withdrawal limits;
 - (b) that portion of the losses incurred in a period which exceeds any other periodic withdrawal limits applicable to that period;
 - (c) that portion of the total losses incurred on any account which exceeds the balance of that account (including any prearranged credit);
 - (d) all losses incurred on any accounts which we and you had not agreed could be accessed using the access method;
 - (e) any losses incurred as a result of conduct we expressly authorised you to engage in;
 - (f) any losses incurred as a result of you disclosing, recording or storing a PIN in a way that is required or recommended for the purposes of using an account access service such as when you provide your codes to an aggregator service or store your codes in an electronic wallet on your computer which is expressly or impliedly promoted, endorsed or authorised by us.
- 56.5 Where we can prove on the balance of probability that you or your authorised user or additional cardholder have contributed to the losses by unreasonably delaying notification after becoming aware of the misuse, loss or theft of a card forming part of the access method, or that the security of all the codes forming part of the access method has been breached, you are liable for the actual losses which occur between when you or your authorised user or additional cardholder became aware (or should reasonably have become aware in the case of a lost or stolen card) and when we were actually notified, but you are not liable for any of the following amounts:
- (a) that portion of the losses incurred on any one day which exceed any applicable daily withdrawal limits;
 - (b) that portion of the losses incurred in a period which exceeds any other periodic withdrawal limits applicable to that period;
 - (c) that portion of the total losses incurred on any account which exceeds the balance of that account;
 - (d) all losses incurred on any accounts which you and we had not agreed could be accessed using the access method.
- 56.6 Where we cannot prove you were liable under clauses 56.3 or 56.5 and a PIN or access number was required to perform the unauthorised transaction, you will be liable for the least of:
- (a) \$150;
 - (b) the balance of those accounts (including any prearranged credit) which you and we have agreed may be accessed using the access method;
 - (c) the actual loss at the time we were notified (where relevant) that the card has been misused, lost or stolen or that the security of the codes forming part of the access method has been breached (excluding that portion of the losses incurred on any one day which exceed any applicable daily withdrawal or other periodical withdrawal limits).
- 56.7 You authorise us to debit any amount for which you are liable under this clause 56 to your account.

Section H: BPAY®

57. About the BPAY® scheme

- 57.1 This section applies if you ask us to make a BPAY® payment on your behalf.
- 57.2 The BPAY® scheme is an electronic payments scheme through which you can ask us to make payments to billers who inform you that you can make BPAY® payments to them through the BPAY® scheme.
- 57.3 We are a member of the BPAY® scheme and we will inform you if we are no longer a member.
- 57.4 You can make BPAY® payments through the BPAY® scheme from a nominated account only if you have access to Bendigo e-banking or Bendigo Phone Banking.
- 57.5 We are not acting as your agent or the agent of the biller when we make a BPAY® payment on your behalf.

58. Using the BPAY® scheme

- 58.1 When you tell us to make a BPAY® payment, you must provide us with the following information:
- the account from which the BPAY® payment is to be debited;
 - the BPAY® biller code of the biller to be paid;
 - the amount of the BPAY® payment; and
 - the biller customer reference number or account number.
- 58.2 You acknowledge and accept that we are not obliged to effect a BPAY® payment if you do not give to us all of the information or give us inaccurate information.
- 58.3 We will then debit the account you specify with the amount of that BPAY® payment.
- 58.4 We may decide not to make the BPAY® payment if there are insufficient cleared funds in the specified account at the time you have told us to make that payment.

59. Payments

- 59.1 We may impose restrictions on the accounts from which a BPAY® payment may be made or impose limits on the amount of BPAY® payments.

59.2 We will not accept an instruction to stop a BPAY® payment once you have instructed us to make that BPAY® payment except for future dated payments which can be cancelled before the due payment date.

59.3 Billers who participate in the BPAY® scheme have agreed that a BPAY® payment you make will be treated as received by the biller to whom it is directed:

- on the date that you make that BPAY® payment, if you tell us to make the BPAY® payment before our payment cut-off time on a business day (for payment cut-off times see clause 63;
- on the next business day, if you tell us to make a BPAY® payment after our payment cut-off time on a business day or on a day that is not a business day;
- on the day or next business day you have nominated for a scheduled payment to take place.

59.4 A delay may occur in the processing of a BPAY® payment where:

- there is a public or bank holiday on the day you tell us to make a BPAY® payment; or
- you tell us to make a BPAY® payment either on a day which is not a business day or after our payment cut-off time on a business day; or
- another financial institution participating in the BPAY® scheme does not comply with its obligations under the BPAY® scheme; or
- a biller fails to comply with its obligations under the BPAY® scheme.

59.5 Although a delay in processing a BPAY® payment is not expected to continue for more than one business day, you acknowledge and accept that a delay may continue for a longer period.

59.6 If your BPAY® payment has been made using a credit card, there are no chargeback rights available under the card. You must contact the Biller about any goods or services you may have agreed to acquire from the Biller and resolve the dispute directly with the Biller. Even if you have used a credit card to make a payment, you may still have rights under clause 60 and 64.

60. Incorrect payment amount to a biller

60.1 You must ensure that the information in relation to each BPAY® payment is correct. If you discover that you have instructed us to make a payment to a biller for an incorrect amount:

- (a) if the amount you instructed us to pay is greater than the required amount, contact the biller for a refund;
- (b) if the amount is less than the required amount, you should make a further BPAY® payment for the difference.

61. When a biller cannot process a payment

If we are notified that your BPAY® payment cannot be processed by a biller, we will:

- (a) notify you;
- (b) credit your account for the amount of the BPAY® payment; and
- (c) if you request, take all reasonable steps to assist you in making the BPAY® payment as quickly as possible.

62. Suspension of BPAY®

We may suspend your right to participate in the BPAY® scheme at any time if you are suspected of acting in a fraudulent manner.

63. Cut-off times

63.1 If you instruct us to make a BPAY® payment before the time specified below, it will in most cases be treated as having been made on the same day.

Cut-off times:

Monday to Friday 5pm (Victorian Time)
Saturday, Sunday and Public Holidays
processed next business day.

63.2 BPAY® payments may take longer to be credited to a biller if you tell us to make a BPAY® payment on a Saturday, Sunday or public holiday or if the biller does not process a payment as soon as they receive its details.

64. Liability for mistaken payments, unauthorised transactions and fraud

64.1 You must notify us immediately if:

- (a) you become aware that you may have made a mistake (except in relation to the BPAY® payment amount - see clause 60.1) when instructing us to make a BPAY® payment;
- (b) you did not authorise the BPAY® payment from your account;
- (c) you believe the BPAY® payment was not processed in accordance with your or your authorised user's instructions (including delays);
- (d) you think you or your authorised user have been fraudulently induced to make a BPAY® payment.

64.2 We will attempt to rectify any such matters in relation to your BPAY® payment in the way described in this clause. Otherwise, except as set out in this clause, we will not be liable for any loss or damage you suffer as a result of using the BPAY® scheme.

64.3 If a BPAY® payment is made to a person or for an amount which is not in accordance with your or an authorised user's instructions (if any), and your account has been debited with the amount of that payment, we will credit that amount to your account. However, if you were responsible for a mistake resulting in that payment and we cannot recover the amount within 20 business days of us attempting to do so from the person who received the amount of that payment, you must pay us that amount and you authorise us to debit that amount to your account.

64.4 If a BPAY® payment is made in accordance with a payment direction which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment, and you authorise us to debit that amount to your account, if:

- (a) we cannot recover that amount within 20 business days of us attempting to do so from the person who received it; and
- (b) the payment was made as a result of a payment direction which did not comply with any requirements we may have for such payment directions.

64.5 If a BPAY® payment is induced by the fraud of a person involved in the BPAY® Scheme, then that person should refund you the amount of the fraud induced payment. However, if that person does not refund you the amount of the fraud induced payment, you must bear that loss (and you authorise us to debit the amount of the payment to your account) unless some other person involved in the BPAY® scheme knew of the fraud or would have detected it with reasonable diligence, in which case we will attempt to obtain a refund for you of the fraud induced payment.

64.6 If a BPAY® payment you have made falls within the type described in clause 64.4 and also clause 64.3 or 64.5, then we will apply the principles set out in clause 64.4. If a BPAY® payment you have made falls within both the types described in clauses 64.3 and 64.5, then we will apply the principles set out in clause 64.5.

64.7 You indemnify us against any loss or damage we may suffer due to any claims, suits, demands or action of any kind brought against us arising directly or indirectly because you:

- (a) did not observe any of your obligations under the terms and conditions in this section;
- (b) acted negligently or fraudulently in connection with the other terms and conditions of your account.

64.8 If you tell us that a BPAY® payment made from your account is unauthorised, you must first give us your written consent addressed to the biller who received that BPAY® payment, consenting to us obtaining from the biller information about your account with that biller or the BPAY® payment, including your customer reference number and such information as we reasonably require to investigate the BPAY®

payment. We are not obliged to investigate or rectify any BPAY® payment if you do not give us this consent. If you do not give us that consent, the biller may not be permitted under law to disclose to us information we need to investigate or rectify that BPAY® payment.

64.9 We are not liable for any consequential loss or damage you suffer as a result of using the BPAY® scheme other than any loss or damage which is due to our negligence or breach of any condition or warranty implied by law which cannot be excluded restricted or modified at all or only to a limited extent.

Section I: BPAY View®

This section applies if you use the BPAY View® service.

65. About the BPAY View® service

The BPAY View® service is a feature of the BPAY® system that allows you to receive bills and statements online. Bills and statements are delivered via email and you will receive a message when you log on to Bendigo e-banking. BPAY View® is only available if you have access to Bendigo e-banking.

66. Registering/Deregistering for the BPAY View® service

You need to register in order to use BPAY View®. You register by logging on to Bendigo e-banking at www.bendigobank.com.au and follow the prompts. BPAY View® is only available from the time we notify you of its availability. You must have a current valid email address to register for this service.

67. Security token

67.1 In order to gain access to the BPAY View® service you will be required to use a security token and activate it for use at logon. A security token is an additional security feature to prevent unauthorised access to your account. A fee will apply to this service. Loss or damage to your security token may incur a replacement fee. See the Schedule of Fees, Charges and Transaction Account Rebates for Community Sector Banking Accounts. If you have obtained a security token in connection with the Pay Anyone service, you can use the same security token for BPAY View®.

67.2 Your security token is used to authenticate BPAY View® and delivery of your bills and bill information via Bendigo e-banking and involves the use of a PIN to generate authentication codes.

You acknowledge and accept that in conjunction with your Bendigo e-banking access ID and PIN;

- a) the security token we issue you, together with your selected PIN is the means by which you access BPAY view® ;
- b) anyone using your security token and PIN will be able to have access to BPAY view® ;

67.3 You authorise us to act upon all instructions given to us using your security token subject to any other provision of these terms and conditions, you are liable for any such instructions.

68. Protecting your security token and PIN

68.1 The security of your security token and PIN is very important. You must ensure that you:

- (a) keep your security token and PIN secure and protected;
- (b) do not tell anyone your PIN;
- (c) do not record your PIN anywhere, in electronic or written form;
- (d) do not select a PIN that is easily identified with you (eg. your date of birth, your name or part of it or your phone number);
- (e) do not select a PIN that is a common or easily guessed combination (eg. repeated or consecutive numbers such as 5555 or 1234);
- (f) do not allow any unauthorised person to observe or hear your PIN.

68.2 You must:

- (a) keep your security token in a safe place;
- (b) check regularly that you have your security token in your possession.

69. Cancellation of BPAY View®

69.1 We may at our absolute discretion cancel your access to BPAY View® at any time without notice to you. Without limiting the circumstances in which we may cancel access, we may cancel access if:

- (a) we believe either your security token and PIN is being used, or will be used, in a way that will cause loss to you or us;
- (b) you breach any of these terms and conditions;
- (c) you do not use Bendigo e-banking for six months; or
- (d) the security or quality of the service is threatened.

69.2 If we cancel your access to BPAY View® we believe either your security token and PIN is being used, or will be used, in a way that will cause loss to you or us; we will notify you as soon as possible.

70. Nominating BPAY View® Billers

You must nominate the BPAY View® Billers you wish to receive bills and statements from and that you are entitled to receive that bill or statement. You can delete a BPAY View® Biller from your list of nominated BPAY View® Billers at any time. Deletion is effective immediately and the Biller will be notified.

71. Collection and disclosure of personal information

71.1 You authorise us to disclose to the BPAY View® Billers nominated by you:

- (a) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to enable BPAY View® Billers to verify that you can receive bills and statements electronically using BPAY View® (or telling them if you cease to do so); and
- (b) that an event referred to in clauses 74(b), 74(c), 74(d), 74(e), 74(f) or 74(g) has occurred.

71.2 You authorise us or a nominated BPAY View® Biller (as appropriate) to collect data about whether you access your emails, Bendigo e-banking and any link to a bill or statement.

72. Notice of bills or statements

72.1 If you register for access to BPAY View®, you will receive bills and statements electronically and you agree that this satisfies the legal obligations (if any) of a BPAY View® Biller to give you bills and statements. For the purpose of this clause we act as the agent for each BPAY View® Biller nominated by you in providing the message or email containing or linking to the bill or statement.

72.2 If you receive a Secure Email notifying you that you have a bill or statement, then that bill or statement is received by you:

- (a) when we receive confirmation that your server has received the email notification, whether or not you choose to access your email; and

(b) at the email address nominated by you.

72.3 If you receive notification of a bill or a statement via a message when you log on to Bendigo e-banking (ie without an email) then that bill or statement is received by you:

- (a) when the notification is available through Bendigo e-banking, whether or not you choose to access Bendigo e-banking; and
- (b) at Bendigo e-banking.

72.4 Bills and statements delivered to you will remain accessible through Bendigo e-banking for the period determined by the BPAY View® Biller, up to a maximum of 18 months. If you do not use Bendigo e-banking for six months we may determine that you are not actively using BPAY View® and may delete all bills and statements at any time after making that determination.

73. Your obligations

You must:

- (a) contact the BPAY View® Biller direct if you have any queries in relation to bills or statements;
- (b) check your emails or log on to Bendigo e-banking at least once a week;
- (c) tell us if you are unable to gain access to your email or Bendigo e-banking or a link to a bill or statement for any reason;
- (d) ensure your mailbox can receive email notifications (e.g. it has sufficient storage space available);
- (e) tell us if your contact details (including email address) change.

74. Paper bills and statements

You may receive paper bills and statements from a BPAY View® Biller instead of electronic bills and statements:

- (a) if you request a BPAY View® Biller to provide paper bills and statements (a fee may be charged by the applicable BPAY View® Biller for supplying the paper bill or statement to you if you ask for this in addition to the electronic form);

- (b) if you de-register from BPAY View®;
- (c) if the BPAY View® Biller ceases to participate in the BPAY® system;
- (d) if we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;
- (e) if your email address is incorrect or cannot be found and/or your email is returned to us undelivered;
- (f) if we are aware that you are unable to gain access to your email or Bendigo e-banking or a link to a bill or statement for any reason;
- (g) if any function necessary to facilitate BPAY View® malfunctions or is not available for any reason for an extended period.

75. BPAY View® billing errors

75.1 You agree that if a BPAY View® billing error occurs:

- (a) you must immediately upon becoming aware of the BPAY View® billing error take all reasonable steps to minimise any loss or damage caused by the BPAY View® billing error, including contacting the applicable BPAY View® Biller and obtaining a correct copy of the bill; and
- (b) the party who caused the BPAY View® billing error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable BPAY View® Biller due to any consequential late payment and as a result of the billing error.

75.2 You agree that for the purpose of this clause you are responsible for a BPAY View® billing error if the BPAY View® billing error occurs as a result of an act or omission by you or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in BPAY View® .

Section J: Automatic Payment

This section applies if you arrange for an Automatic Payment to be made out of your account. Automatic Payments are not available on all accounts. The Key Features Tables starting on page 3 indicate the accounts for which they are available.

76. Types of Automatic Payment

76.1 If you give us authority, we can have regular payments made automatically out of your account on pre-set dates, advised by you. This type of payment is called a "Periodical Payment", "Direct Debit" or "Sweep Facility".

The difference between these payment methods is:

- (a) we make periodical payments from your account to another account with us or with another financial institution or to a third party. To do this we need you to call into your nearest Bendigo Bank branch to give us your instructions;
- (b) a company, organisation or fund, sends direct debits to your account according to an authority which you need to set up through the company, organisation or fund receiving the money, allowing us to make these payments;
- (c) a sweep facility allows us to transfer payment from your nominated account with us to a Bendigo Visa credit card or a Bendigo MasterCard credit card. To do this, we need you to call into one of our branches to give us your instructions.
or
- (d) we make a sweep payment from your account to another account with us. To do this, we need you to call into one of our branches to give us your instructions.

77. Arranging an Automatic Payment

77.1 If the Automatic Payment is a direct debit, the biller will supply you with a Direct Debit Request Service Agreement for you to complete and sign to provide them with this authority.

77.2 You can arrange a periodical payment at any time by coming into your nearest Bendigo Bank branch. You are only required to visit a branch the first time you set up the facility.

77.3 You must give us the information we require to enable us to make an Automatic Payment. This information may include the BSB and account numbers, and account name of the accounts from and to which payments are to be made. You must check that all information you give to us is correct (including, but not limited to, the BSB and the account number). We do not check and are not responsible for checking that any information you give to us is correct, including whether the BSB and account numbers correspond to the account name which you advise us. You are liable for any payment we carry out in accordance with your instructions.

78. Timing of the Automatic Payment

78.1 If the Automatic Payment is a direct debit, the details regarding timing of the payment will be outlined in the Direct Debit Request Service Agreement your biller has supplied to you.

78.2 If the Automatic Payment is a periodical payment we will process the payment in accordance with our agreement with you at the time the periodical payment is established.

78.3 You must ensure that you have sufficient cleared funds available in your account from which a payment will be made, to enable that payment to be made. If the payment date falls on a day other than a business day, those funds must be available by 10am (Victorian Time) on the previous day.

78.4 If you have insufficient funds in your account, any direct debits may be returned unpaid (dishonoured) to the originating third party. However we will attempt to make periodical payments from your account before 8am (Victorian Time) for three consecutive days. Another attempt will be made on the fourth day and if still unsuccessful, you will be notified in writing that no more attempts will be made and you should call into your nearest Bendigo Bank branch to arrange payment. A fee will be debited to your account in these circumstances: see the Schedule of Fees,

Charges and Transaction Account Rebates for Community Sector Banking Accounts. If you have insufficient funds in your account on three consecutive payment due dates, the authority will be cancelled and you will be notified in writing.

78.5 Subject to these conditions, when you instruct us to make a payment to an account held with another financial institution, we will endeavour to make that payment to the BSB number and account number you advise us. If you give us instructions to make a payment on a business day after 10am on that business day, we may process that payment the following business day.

79. Liability

79.1 To the extent permitted by law and subject to any other provisions of these terms and conditions, we are not liable for any loss or damage you suffer as a result of using the Automatic Payment facility or any delay, omission or failure in respect of any payment. Without limitation, this includes, if you request us to make a payment to an account held with another financial institution:

- (a) any delay or failure to make a payment which results in a technical failure in the system we use to make a payment from your account with us to another financial institution; and
- (b) any omission, delay or failure on the part of the other financial institution in processing that payment.

79.2 If we debit or credit your account under an Automatic Payment arrangement we are not acting as your agent or the agent of another person. We are not liable for any loss or damage to you from us not acting as you require.

Section K: Pay Anyone Service

This section applies if you use the Pay Anyone Service.

80. About the Pay Anyone Service

80.1 The Pay Anyone Service is an online service that allows you to transfer funds directly to any account at any financial institution within Australia that is identified by a valid BSB number and account number. You can only transfer funds using the Pay Anyone Service if you or your authorised user have access to Bendigo e-banking.

80.2 Application for access to the Pay Anyone Service will require you to purchase a Security Token. A fee will apply to this service. Loss or damage to your security token may incur a replacement fee. See the Schedule of Fee, Charges and Transaction Account Rebates for Community Sector Banking Accounts.

80.3 Once activated, you can arrange to set up regular and future dated transfers to any account at any financial institution within Australia that is identified by a valid BSB number and account number.

81. Registering/deregistering for the Pay Anyone Service

81.1 You can phone Bendigo Bank on 1300 366 666 to register for the Pay Anyone Service. On registration, you will be required to set a daily Pay Anyone limit. You can only register on the phone for a daily Pay Anyone limit up to \$5,000. For limits in excess of \$5,000 you will be required to complete an application form at a Bendigo Bank branch.

81.2 You may disable (or deregister) your access or the access of your authorised user to the Pay Anyone Service by phoning Bendigo Bank on 1300 366 666 or by calling 1800 035 383 outside Bendigo OnCall business hours of operation. Your authorised user may disable (or deregister) their access at any time without your consent.

82. Using the Pay Anyone Service

82.1 When you tell us to make a Pay Anyone Service transfer, you must provide us with the following information:

- (a) the account from which you want us to debit the Pay Anyone Service transfer;
- (b) the correct account number of the person or business to whom you wish to transfer funds;
- (c) the correct BSB number of the financial institution at which the account to whom you wish to transfer funds, is held;
- (d) the amount of the Pay Anyone Service transfer; and
- (e) reference number.

82.2 You acknowledge and accept that we are not obliged to effect a Pay Anyone Service transfer if you do not give us all of the above information or if any of the information is inaccurate.

82.3 You authorise us to debit the nominated account you specify with the amount of that Pay Anyone Service transfer.

82.4 We may reduce your Pay Anyone daily limit during maintenance if you do not use any or part of your limit over a period of time. We will notify you in writing at least 20 days before taking such action.

83. Security tokens

83.1 We may issue you with a security token as an added security feature to prevent unauthorised access to your nominated account and to enable you to make Pay Anyone Service transfers via Bendigo e-banking securely.

83.2 When we issue you with a security token, you authorise us to act on all instructions we receive using your security token.

83.3 Your security token is used to authenticate Pay Anyone Service transfers made via Bendigo e-banking and involves the use of a PIN to generate authentication codes. Use of your security token is your electronic authorisation of transactions and suitable care and responsibility must be taken regarding its use and access.

83.4 You must ensure that the PIN you select for your security token is not disclosed to any unauthorised person. If you fail to comply, we shall be immediately entitled to cancel your use of the Pay Anyone Service via Bendigo e-banking.

84. Payments

- 84.1 We may impose restrictions on the accounts from which a Pay Anyone Service transfer may be made or impose limits on the amount of a Pay Anyone Service transfer.
- 84.2 We may decide not to make a payment if there are insufficient funds available for withdrawal in the specified nominated account to be debited on the due payment date.
- 84.3 A delay may occur in the processing of a Pay Anyone Service transfer where:
- (a) there is a public or bank holiday on the day you instruct us to make a Pay Anyone Service transfer;
 - (b) you instruct us to make a Pay Anyone Service transfer on a day which is not a business day or after our payment cut-off time on a business day.

85. If a transfer amount is incorrect

- 85.1 You must ensure that the information you give us in relation to each Pay Anyone Service transfer is correct. If you discover that we have been instructed to make a transfer for an incorrect amount:
- (a) if the amount transferred is greater than the required amount, contact the person or business to whom the funds were transferred to obtain a refund for the excess;
 - (b) if the amount transferred is less than the required amount, you can simply make a further Pay Anyone Service transfer for the difference.

86. Suspension of the Pay Anyone Service

- 86.1 We may suspend your or your authorised user's right to use the Pay Anyone Service at any time if you or your authorised user is suspected of acting in a fraudulent manner.

87. Cut-off times

- 87.1 If you instruct us to transfer funds before the time specified below, the transfer will be processed overnight on that business day. Subject to the financial institution to whom the funds are being transferred, the payment will in most cases settle on the next business day.

Cut-off times:

Monday to Friday 3.30pm (Victorian Time)
Saturday, Sunday and Public Holidays:
processed next business day.

- 87.2 Pay Anyone Service transfers may take longer to be credited if you or your authorised user tell us to make a Pay Anyone Service transfer on a Saturday, Sunday or public holiday or if the financial institution does not process a payment as soon as they receive its details.

88. Liability for mistaken payments, unauthorised transactions and fraud

- 88.1 You must notify us immediately if:
- (a) you become aware that you may have made a mistake, or you become aware that they may have made a mistake (except in relation to the Pay Anyone Service transfer amount - see clause 85), when instructing us to make a Pay Anyone Service transfer;
 - (b) you did not authorise the Pay Anyone Service transfer from your account;
 - (c) you believe a Pay Anyone Service transfer was not processed in accordance with your instructions (including delays);
 - (d) if you think you have been fraudulently induced to make a Pay Anyone Service transfer.
- 88.2 We will attempt to rectify any such matters in relation to your Pay Anyone Service transfer in the way described in this clause. Except as set out in this clause, we will not be liable for any loss or damage you suffer as a result of using the Pay Anyone Service.
- 88.3 You indemnify us against any loss or damage we may suffer due to any claims, suits, demands or action of any kind brought against us arising directly or indirectly because you:
- (a) did not observe any of your obligations under the terms and conditions in this section;
 - (b) acted negligently or fraudulently in connection with the other terms and conditions.

- 88.4 If a Pay Anyone Service transfer that was authorised by you is made to a person or for an amount which is not in accordance with the instructions given to us, and your account has been debited for the amount of that transfer, after our investigation, we will attempt to provide a reimbursement to your account if the account number to be credited was not in accordance with your instructions.
- 88.5 If you authorised a Pay Anyone Service transfer and you later discover you made a mistake in the instruction and we cannot recover the Pay Anyone Service transfer from the person or business who received it within 20 business days of us attempting to do so, you must pay us that amount and you authorise us to debit that amount to your account.
- 88.6 We are not liable for any consequential loss or damage you suffer as a result of using the Pay Anyone Service other than any loss or damage which is due to our negligence or breach of any condition or warranty implied by law which cannot be excluded, restricted or modified at all or only to a limited extent.

Section L: Bendigo Bulk Payments

89. Bendigo Bulk Payments

- 89.1 Bendigo Bulk Payments is an on-line service available to eligible business customers. It enables you to lodge data files electronically using Bendigo e-banking for crediting to accounts held by third party recipients (for example, your employees or creditors) with any Australian financial institution participating in BECS. Most major financial institutions participate in BECS.
- 89.2 It also enables your funds to be debited from your nominated account and credited to your recipients' accounts quickly, efficiently and securely. You can make any number of payments to your recipients at one time, with only one total debit shown against your nominated account. We can process direct credit entries such as payroll, creditor/supplier payments or landlord disbursements after lodgment of your Data Files using Bendigo e-banking.

90. Registering for Bendigo Bulk Payments

- 90.1 To be eligible for Bendigo Bulk Payments:
- (a) you must have access to Bendigo e-banking;
 - (b) you must be a registered business, which we define as a company (ie your company's name ends in Pty Ltd or Ltd) or a trading entity (ie your business name includes t/as);
 - (c) you must have a registered business number;
 - (d) you must complete a Bendigo Bulk Payments Application Form and a Bendigo Bulk Payments Direct Debit Form. The Application Form contains provision for dual application, which means that you can register two authorised signatories as a security checking mechanism. The identity of these persons can be changed by you from time to time.
- 90.2 If we approve your application, we will register you with APCA and obtain a user ID number for you, which allows us to exchange direct entry work in BECS.

90.3 It takes a minimum of 10 business days after we have received your completed application before you can commence using Bendigo Bulk Payments.

90.4 You must be able to create your Data Files using ABA format. If your business uses software which creates Data Files using ABA format, you will not need to obtain additional software. Most accounting/payroll packages provide for ABA format files to be created. If you are unsure as to the capabilities of your software, please contact your software vendor directly.

If your software package is unable to create Data Files using ABA format, please phone Bendigo Bank on 03 8414 7734.

We are able to provide our Quick* Link™ ABA software to you if required. This software enables you to create ABA format files if your accounting/payroll package cannot do so.

Quick Link™ is a trademark of Zanell P/L
ACN 984 564 449

91. Using Bendigo Bulk Payments

91.1 Your Data Files are lodged electronically via Bendigo e-banking.

91.2 You cannot recall your Data Files after lodgment via Bendigo e-banking.

91.3 If your Data Files are lodged with us by cut-off time, they will be processed that day (unless you nominate a later date). Cut-off Time is 5.30pm (Victorian time) on any business day.

91.4 If your Data Files are either lodged on a day that is not a business day or after cut-off time, they will be processed on the following business day (unless you nominate a later date).

91.5 On processing day, the amounts in your Data Files will be debited from your nominated account in a one-withdrawal transaction (ie only one total debit will be shown) and credited to your recipients' accounts. Those funds will then be available for withdrawal from your recipients' accounts. Generally, amounts will be credited to recipients' accounts overnight, however, this is subject to individual arrangements between us and the recipients' financial institution.

91.6 If you hold insufficient cleared funds in your nominated account on processing day, we will notify you via email. We will attempt again to process your Data Files (subject to available cleared funds) on the following 3 business days.

91.7 To prevent delays or complications arising in the processing of your Data Files, you must ensure that:

(a) you have provided us with correct details of the accounts held by your recipients, including BSB numbers, account numbers and account names;

(b) you hold sufficient cleared funds in your nominated account to cover the total amount of transactions contained within your Data Files.

91.8 You must use a security token to authenticate payments made via Bendigo Bulk Payments. The provision in clause 83 in relation to the use of security tokens for the Pay Anyone Service apply equally to Bendigo Bulk Payments.

92. Rejections

If your Data Files have been processed via Bendigo Bulk Payments and rejections occur as a result of an action taken, or not taken by your recipient's financial institution, it is that financial institution's responsibility to return the rejected credit item correctly to your nominated account (ie re-credit your nominated account). The rejected credit item will normally be returned to your nominated account within 3 business days of the original processing day. We do not advise you of the details of any rejections received from Data Files processed on your behalf.

93. Bulk Electronic Clearing System

93.1 Bendigo Bulk Payments forms part of BECS and is subject to the regulations set by APCA. In order to use Bendigo Bulk Payments you must comply with these regulations.

93.2 As your "Sponsor", we are responsible for ensuring that you meet all requirements and regulations set by APCA. We will advise you of any material changes that affect you.

- 93.3 You must comply with any instruction issued by us on behalf of APCA. You must hold sufficient cleared funds in your nominated account to cover the transactions contained within your Data Files. We may decide not to make any payment if there are insufficient funds available for withdrawal in your nominated account to be debited on the processing date.
- 93.4 You are responsible for the controls for data integrity, duplication instruction extraction, file transmission and delivery of Data Files. You must ensure that all Data Files comply with the data specifications which we may notify to you in writing.
- 93.5 You warrant as to the authenticity and accuracy of all materials and information in your Data Files. It is your responsibility to ensure that all information contained in your Data Files is correct. We are not required at any time to verify or check (or be held liable as a result) the amount of the actual transactions in your Data Files.
- 93.6 You must be able to reconstruct your Data Files which may become corrupted. Where Data Files are corrupted, we may request you to supply a duplicate of the Data Files and to deliver a reconstruction of the Data Files to any nominated place.

94. Liability

The indemnity and liability provisions contained in Section K apply in their entirety as if the words "Pay Anyone Service" were replaced by the words "Bendigo Bulk Payments".

Please note: If your copy of the Schedule of Interest Rates for Community Sector Banking Business Accounts is not attached here this Terms and Conditions document is incomplete. Please contact Community Sector Banking or phone 1300 550 603 to arrange for a copy to be sent to you.



Community Sector Banking, Level 1, 251-253 Princes Highway, Corrimal NSW 2518 ABN 88 098 858 765 www.csbanking.com.au, is a wholly owned subsidiary of Community Sector Enterprises Pty Ltd ABN 95 098 858 354, a joint venture between Bendigo and Adelaide Bank Limited ABN 11 068 049 178 AFSL 237879 and Community 21 Limited ABN 79 097 612 416.
An Authorised Representative of Bendigo and Adelaide Bank Limited.