

**Bankwest  
Business**

*extra*  
**Visa Card**

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**Conditions of Use**

31 August 2012

**bankwest**



Happy Banking

## About Bankwest Business extra Visa Card Conditions of Use

The Bankwest Business extra Visa Card is a commercial credit card which is designed for use by business and is for business purposes only. The National Credit Code does not apply to any Card Account.

If we authorise you to link a Card to a Nominated Account, the use of the Card to access that account will not be governed by the terms of this Facility but will be governed by the Bankwest Account Access Conditions of Use. In that event the Card will be treated as a Debit/Access Card for the purposes of those Account Access Conditions of Use.

It is important for your protection that you know your rights and obligations. You, the Accountholder, and every Cardholder should read these Conditions of Use carefully.

### **Postal Address for Payments**

Payments can be mailed to the address shown on your Card Account statement.

### **Cardholder Enquiries**

For the cost of a local call, users can call us on 13 17 18 for enquiries on their Card Account or information on our current interest rates, fees and charges.

### **Where to Report Lost or Stolen Cards**

**Within Australia** (24 hours) 13 17 18 (cost of a local call)

**Outside Australia** (24 hours) +61 8 9449 2840

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## 1. Definitions

The following expressions have the following meaning in this document and, except where they are inconsistent with definitions in the Credit Card Account Access Conditions of Use, they have the same meaning in that document:

**Accountholder** means the person, company, firm or partnership identified as the 'Accountholder' in the Financial Table.

**Annual Balance Transfer Percentage Rate** means the interest rate set out in the Financial Table described as such.

**Annual Cash Advance Percentage Rate** means the interest rate set out in the Financial Table described as such.

**Annual Purchase Percentage Rate** means the interest rate set out in the Financial Table described as such.

**Balance Transfer** means the transfer by us of any debit balance of a non-Bankwest-branded credit card, store card or charge card account held by the Accountholder which the Accountholder asks us to transfer, and which we agree to transfer, to a Card Account.

**Bankwest Card Conversion Transfer** means the transfer by us of the entire debit balance of a Bankwest-branded credit card account held with us by the Accountholder which the Accountholder asks us to transfer, and which we agree to transfer, to a Card Account, except where the Facility was opened prior to the Accountholder's request for the transfer (as a Bankwest Card Conversion Transfer can only be made to a new, and not to an existing, Facility).

**Bankwest Website** means [bankwest.com.au](http://bankwest.com.au).

**Biller** means an organisation who tells you that you can make bill payments to them through the BPAY scheme.

**Blocking Strategies** means the controls which Bankwest may agree to implement at the request of the Accountholder in relation to the use of a Card.

**BPAY payment** means a payment to a biller through the BPAY scheme.

**BPAY Pty Ltd** means BPAY Pty Limited ABN 69 079 137 518, PO Box 1083 North Sydney NSW 2059, telephone (02) 9922 3511.

**BPAY<sup>®</sup> scheme** means the electronic payments scheme through which you can ask us to make payments on your

behalf to billers who advise that payment can be made to them through the BPAY scheme. ® Registered to BPAY Pty Ltd ABN 69 079 137 518.

**Business Day** means a weekday including local public holidays but excluding holidays observed on a national basis.

**Card** means each Bankwest Business extra Visa Card issued by Bankwest to a Cardholder nominated by the Accountholder from time to time for operation of a Card Account forming part of the Facility.

**Card Account(s)** means the account(s) in the Accountholder's name which Bankwest sets up to record transactions a Cardholder makes using a Card.

**Card Credit Limit** means the credit limit for each Cardholder as agreed between the Accountholder and Bankwest from time to time in accordance with Clause 20.

**Cardholder** means each person to whom a Card has been issued at the request of the Accountholder pursuant to Clause 16 and may include an Accountholder who is an individual.

**Credit Card Scheme Rules** means the rules of the Visa International card scheme.

**Customer Service Centre** means a Bankwest-branded Customer Service Centre.

**Daily Withdrawal Limit** means the maximum and minimum daily withdrawal limit for each individual Card as set out in the Financial Table.

**Facility** means the Bankwest Business extra Visa Card facility provided by Bankwest to the Accountholder and which is subject to these Conditions of Use, the Financial Table and the Credit Card Account Access Conditions of Use (as modified by clause 2.1).

**Facility Limit** means the aggregate sum of the Card Credit Limits issued in relation to the Facility which is set out in the Financial Table or as authorised by Bankwest from time to time.

**Financial Table** means the Financial Table (including any Financial Table replacing an earlier Financial Table) which records the particulars of, and forms part of the contract terms for, the Facility.

**No Interest Free Days Card** means a Card described as such in the Financial Table.

**Nominated Account** means a Bankwest-branded account with us, other than a credit card account, which you nominate and which we authorise you to operate by using your Card and PIN.

**PIN** means a personal identification number or code which Bankwest may issue to Cardholders for use with a Card at a terminal.

**Small Business** means a business having less than 100 full time (or equivalent) people if the business is or includes the manufacture of goods or, in any other case, less than 20 full time (or equivalent) people.

**Transfer Date** means the date on which the business of Bank of Western Australia Ltd is transferred to Commonwealth Bank of Australia. The Transfer Date will be notified in certain national and state newspapers.

**Unauthorised** means without the knowledge and consent of an Accountholder or a Cardholder.

**Up to 40 Days Interest Free Card** means a Card described as such in the Financial Table.

**We, us, the Bank or Bankwest** means, before the Transfer Date, Bank of Western Australia Ltd ABN 22 050 494 454 AFSL/Australian credit licence 236872. On and from the Transfer Date, **we, us, the Bank or Bankwest** means Bankwest, a division of Commonwealth Bank of Australia ABN 48 123 123 124 AFSL / Australian credit licence 234945 and its successors and assigns.

**You and your** means the Accountholder.

The words **'including'** or **'for example'** when introducing an example do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

A reference in these Conditions of Use to:

- (a) the singular includes the plural and vice versa;
- (b) a person includes a body corporate; and
- (c) a condition is a reference to a condition of these Conditions of Use as varied or replaced from time to time.

## 2. About your contract

The Facility is offered to you on the terms set out in:

- these Conditions of Use;
- the Financial Table; and
- our Credit Card Account Access Conditions of Use (as modified by clause 2.1 below).

The terms govern the Facility, the use of all Cards issued to Cardholders and all transactions on Card Accounts.

The conditions stated in the Financial Table prevail over these Conditions of Use to the extent of any inconsistency between them.

You will be bound by the terms if you accept the offer in accordance with clause 3.

If we allow a Card to be used to access a Nominated Account, the use of the Card and transactions on the Nominated Account will not be governed by the terms of the Facility but will be governed by the Bankwest 'Account Access Conditions of Use'. In that event the Card will be treated as a Debit/Access Card for the purposes of those Account Access Conditions of Use.

### 2.1 Credit Card Account Access Conditions of Use

The Credit Card Account Access Conditions of Use apply to the use of each Card forming part of the Facility as if the references in those Conditions of Use to "you" and "your" are references to the Accountholder, and references to a "user" are references to a Cardholder.

Also:

- references to an "additional cardholder" are taken to be references to a Cardholder;
- references to "your Card" are taken to be references to a Card;
- references to "your credit limit" are taken to be references to a Card Credit Limit;
- references to the "credit contract" are taken to be references to the Facility;
- references to the "schedule" are taken to be references to the Financial Table;

- a reference to “your daily BPAY payment limit” is taken to be a reference to the maximum aggregate amount of BPAY payments which you may instruct us to make from a Card Account (and not from the Facility as a whole) on any Business Day; and
- a reference to “your daily Pay AnyBody transfer limit” is taken to be a reference to the maximum aggregate amount of Pay AnyBody transfers which you may instruct us to make from a Card Account (and not from the Facility as a whole) on any Business Day.

The Credit Card Account Access Conditions of Use govern the use of Telephone Banking and Bankwest Online Banking (including the use of those services to make BPAY payments), and the use of a Card to access a Card Account.

## **2.2 Online Business Banking**

Bankwest’s Online Business Banking service may be used with the Facility. Use of that service (including the use of that service to make BPAY payments) is governed by our Online Business Banking Product Disclosure Statement which can be accessed at the Bankwest Website. Applications to use that service can also be made at the Bankwest Website.

Where an Accountholder or a Cardholder uses Online Business Banking, the terms of the Online Business Banking Product Disclosure Statement will prevail in the event of any inconsistency between that document and the Credit Card Account Access Conditions of Use.

## **2.3 Blocking Strategies**

The use of each Card is subject to Blocking Strategies. The Accountholder acknowledges that a Blocking Strategy may fail if:

- Bankwest does not have to authorise a Card transaction; and
- a merchant’s financial institution has not categorised that merchant in accordance with the usual category under the card scheme for merchants of that kind.



### 3. Activation and acceptance

Each Cardholder will need to activate his or her Card by phoning us on the number we give him or her for that purpose.

A Card Account cannot be transacted on until the Card for the Card Account is activated.

Unless the Accountholder has already agreed to accept the terms of the Facility, the activation of any Card by a Cardholder will automatically constitute the Accountholder's agreement to the terms of the Facility.

Balance Transfers and Bankwest Card Conversion Transfers will not occur until the Accountholder has agreed to the terms of the Facility.

### 4. Balance Transfers and Bankwest Card Conversion Transfers

The Accountholder may at any time request us, and we may agree, to carry out a Balance Transfer or a Bankwest Card Conversion Transfer provided that:

- the Accountholder is not in default of the terms and conditions applicable to the account from which the transfer is made;
- a request will not be processed to a Card Account if to do so would mean that less than 5% of the Card Credit Limit for that Card Account is available to the Accountholder and the Cardholder; and
- (in the case of a Balance Transfer) the Accountholder provides us with a photocopy of the most recent statement for the account from which the transfer is made.

We will process Balance Transfers and Bankwest Card Conversion Transfers in the order that the Accountholder requests them and we will not be responsible for any delay or any charges in connection with processing a request for a Balance Transfer.

Neither a Balance Transfer nor a Bankwest Card Conversion Transfer can be requested by a Cardholder.

If we agree to process a Bankwest Card Conversion Transfer, we will, upon completion of the Bankwest Card Conversion Transfer (i.e. upon acceptance of the terms of the Facility), automatically close the credit card account from which the debit transfer is made (**the old account**).

However, we may, for a period, permit a card issued under the old account to be used to effect transactions under a new Card Account. Once that Cardholder has received and activated their Card, the Accountholder must ensure that all cards issued under the old account are destroyed immediately.

## 5. Opening the Facility

The Facility is available to persons, companies, firms or partnerships. Where the Accountholder is a person, the Facility will only be available to persons aged 18 years or older.

Cards issued pursuant to the Facility may only be used for business purposes, and not for personal, domestic or household purposes in any circumstances.

To open an account you must:

- (a) complete the application process relevant to the Facility; and
- (b) provide the documents and information we request.

If you have agreed with or represented to us that you will reduce your credit limits for other card(s) and/or facility limits for facility(ies) you currently hold, immediately after you agree to the terms of the Facility, you are required to:

- (a) close the other card(s) and/or facility(ies); and/or
- (b) apply to reduce the credit and/or facility limit for the other card(s) and/or facility(ies),

so that the aggregate of all your existing credit and facility limits is reduced by the amount agreed with, or represented to, us. The Facility Limit we have offered you is conditional on you doing so. You agree to arrange this with the issuer(s) of the other card(s) and/or facility(ies).

## 6. Statements of account

We will send the Accountholder a statement of account for each Card Account, and a summary statement for the Facility as a whole every month where there is any activity on a Card Account or balance outstanding on a Card Account (and at least every 6 months). The Accountholder may also request a statement of account for a Card Account, or a summary statement for the Facility as a whole, at any time by calling us.

If you are receiving account statements only every 6 months, you may request us to provide you with more frequent account statements. We may charge a fee for responding to any request to provide more frequent statements or copies of statements.

Amounts shown on a statement will be expressed in Australian currency.

It is the Accountholder's responsibility to check each statement carefully as soon as received and to notify us immediately of any errors or other Unauthorised transactions. Should you have any enquiries concerning a Card Account, you must follow the procedures set out in the Credit Card Account Access Conditions of Use.

The Accountholder should obtain and keep all vouchers and transaction records Cardholders get from merchants, financial institutions and terminals to enable the Accountholder to check the details and entries on a statement of a Card Account.

## 7. Changes to the Facility

Subject to the Credit Card Account Access Conditions of Use, we may change the terms of the Facility at any time without the Accountholder's consent.

We will give the Accountholder notice at least 30 days before we introduce a change in the method or frequency of calculating or debiting interest to a Card Account, or the introduction of a new fee or charge, by advertisement in the national or local media or by writing to the Accountholder, as required by any applicable legislation or code of conduct.

We will give the Accountholder notice of:

- (a) an increase in any of the annual percentage rates;
- (b) the introduction or variation of a government charge (unless the change is publicised by a government body); or
- (c) any other changes to the terms of the Facility,

by writing to you or advertising the change in the national or local media no later than the day it takes effect.

## 8. Change of particulars

The Accountholder must inform us immediately of any change in the Accountholder's and/or Cardholder's name and address. The Accountholder can do this by calling us. We will not be responsible for any errors or losses associated with a change in the Accountholder's or Cardholder's particulars if we do not receive notice or adequate notice of the change.

## 9. Service of notices

Whenever Bankwest sends a letter, notice or statement to the Accountholder or Cardholder, we will do so by mail addressed to, relevantly, the Accountholder or Cardholder at their last known address.

If the Accountholder or a Cardholder agrees, we may communicate with them by:

- sending an email; or
- posting the information for retrieval on the Bankwest Website after notifying by email that it is available.

The Accountholder and each Cardholder may at any time, by notice to us, terminate an agreement to receive information by email or via the Bankwest Website or change an email address.

## 10. Code of Banking Practice

The Code of Banking Practice applies to the Facility where the Accountholder is an individual or a Small Business.

General descriptive information about our banking services is available on request in the form of a booklet issued by us called 'Banking Services Rights and Obligations'. It includes, in particular, information about account opening procedures, our obligations regarding the confidentiality of information, our complaint handling procedures, bank cheques, and on the advisability of you reading the terms and conditions applying to our banking services and of informing us promptly when you are in financial difficulty.

## 11. Joint and several liability

Where the Accountholder constitutes more than one party, the obligations under the Facility bind each party individually and together.

## 12. Applicable law

If when the Accountholder accepts our offer, the Accountholder is ordinarily resident in an Australian State or Territory, then the Facility is subject to the laws of that State or Territory. Otherwise, the Facility is subject to the laws of the State or Territory in which we first provide credit to you.

## 13. Evidence

The Accountholder agrees that a sales voucher, or any other record of a transaction provided to a Cardholder by a merchant, is admissible evidence of the transaction and of the amount shown, even if it is not signed by the Cardholder, and that unless the contrary is established, it is conclusive evidence.

Further, the Accountholder agrees that any statement (including, but not limited to, a statement of account or a default notice) that has been given to you by us or a person acting on our behalf, is admissible evidence of any fact or matter stated in the statement and that, unless the contrary is established, it is conclusive evidence.

## 14. Assignment of rights and disclosures

The Facility cannot be assigned by the Accountholder without Bankwest's prior written consent.

We may assign, transfer or otherwise deal with our rights under the Facility in any way we consider appropriate. This will not affect the Accountholder's rights or obligations under the Facility.

The Accountholder consents and agrees to procure each Cardholder's consent to us disclosing on a continuous basis any information or documents relating to the Accountholder and Cardholder as we consider necessary to assign such rights, manage the assigned Facility and assess the Accountholder's total liabilities to us and any related entity.

## 15. Exercise of our rights

If we decide not to exercise a right, remedy or power, this does not mean we cannot exercise it later and the Accountholder agrees we are not stopped from doing so. In addition we are not liable for any loss caused by exercising or attempting to exercise a right, remedy or power or by not exercising it, whether or not it is caused by our negligence.

## 16. The Cards

We may issue a Card to any person nominated by the Accountholder (including an Accountholder who is an individual) to operate a Card Account (provided that person is acceptable to Bankwest).

Each Card is our property and remains so at all times. For a Card to be valid, it must carry the Cardholder's signature, and it can only be used between the validity dates stated on it or, if the Card only states an expiry date, it can only be used until the expiry date. Cards that are no longer valid must be destroyed.

We may at our discretion issue a replacement Card if a Card expires. The use of the replacement Card will be subject to the terms of this Facility.

## 17. Accountholder's liability for transactions by Cardholders

When issued to a Cardholder the Card may be used as though it were the Accountholder's Card and its use shall bind the Accountholder accordingly. This means the Accountholder and not the Cardholder will be liable for any failure of the Cardholder to comply with the terms of the Facility and for all transactions performed by the Cardholder (or any other person with the Cardholder's knowledge and consent). The Accountholder will remain liable until the authority of a Cardholder to operate a Card Account is cancelled. The authority of the Cardholder is only cancelled when we cancel the Cardholder's Card pursuant to Clause 18 of these Conditions of Use, or when:

- (a) we have received the Accountholder's written request to cancel the Cardholder's Card; and
- (b) that Card has been returned to us for cancellation or we are satisfied that the Card has been destroyed or that the Accountholder has taken all reasonable steps to procure its return to us.

The Cardholder may request information about the Card Account (for example, the Card Account balance and amount of available credit) at any time but cannot authorise changes to the Card Account (for example, increase the Credit Card Limit or ask for replacement Cards):

You agree that you are responsible to ensure that Cardholders comply with the terms of this Facility. Copies of the Conditions of Use and the Credit Card Account Access Conditions of Use can be obtained from any of our Customer Service Centres, or by telephoning the Customer Help Centre on 13 17 18.

## 18. Can the Facility or a Card Account or access to either of them be cancelled?

- (a) The Accountholder may close the Facility by:
- giving us notice in writing; and
  - returning all Cards (cut in half) or satisfying us that all Cards have been destroyed; and
  - paying any outstanding amount in full, including transactions, interest charges and fees and charges not yet showing on a Card Account.
- (b) We may close the Facility when it has a credit balance by giving you reasonable notice and paying you the amount of the credit balance.
- (c) We may decide at any time without prior notice and whether or not you are in default:
- not to provide you with further credit; or
  - to cancel any Cards.

We will advise you if we do so.

If we decide not to provide you with any further credit (and whether or not we have cancelled one or more Cards):

- no further credit will be provided under the Facility but your obligations under this Facility will continue until you pay us the total amount you owe us (including interest charges, fees and charges and other amounts that you become liable to pay under the Facility and which are not yet debited to a Card Account);
- you must pay the minimum payments due each month, and Card Account statements will continue to be issued until the outstanding balance on all Card Accounts has been reduced to nil; and
- you must ensure that the use of all Cards ceases immediately upon notice of that event and must return to us all Cards (cut in half), or satisfy us that all Cards have been destroyed.

- (d) If the Facility is closed, or we decide not to provide you with any further credit (and whether or not we have cancelled one or more Cards), you must also cancel any Direct Debit Request or other periodical debit authority operating in respect of a Card Account. We will accept any instruction from you to cancel a Direct Debit Request or periodical debit authority and will act on that instruction by promptly informing the appropriate parties. However, we suggest that you also direct any instruction to cancel a Direct Debit Request or periodical debit authority to the merchant.
- (e) If we cancel a Card you may request a replacement Card for a Cardholder. However, we will not provide a Cardholder with a replacement Card if we have decided not to provide you with further credit.
- (f) We may suspend or deny electronic access to the Card Account in accordance with the Credit Card Account Access Conditions of Use.

**Care!** If a Card gives a Cardholder access to a nominated account and the Card is cancelled, the Cardholder will no longer have Card access to that account.

## 19. Facility Limit

The Facility Limit is the amount specified as the Facility Limit in the Financial Table or such other amount as we may authorise. The Accountholder shall ensure that the sum total of the Card Credit Limits on all the Cards issued pursuant to the Facility does not exceed the Facility Limit and the Accountholder shall ensure that the sum of the balances of the Card Accounts does not exceed the Facility Limit.

## 20. Card Credit Limit

The Card Credit Limit applicable to each Card Account is the amount which the Accountholder may authorise in writing from time to time and which is agreed to by Bankwest.

Subject to any daily or other transaction limits, a Cardholder may draw down credit up to the applicable Card Credit Limit. The balance of a Card Account must not exceed the Card Credit Limit without our approval. The Card Credit Limit does not change simply because we may debit an amount to a Card Account that causes the account balance to exceed the Card Credit Limit.



A Card Account can have a credit balance. If it does, the Cardholder may access that credit balance in addition to the Card Credit Limit. Withdrawals will first reduce that credit balance.

We may, at our discretion, pay interest on the credit balance of a Card Account and if we do so, the interest will be paid at a rate determined by us.

We reserve the right not to increase the credit available to a Cardholder on a Card Account by the amount of a payment until we receive value for the payment (for example when a cheque is cleared) and we determine that its value is available.

## 21. Foreign currency transactions

The Accountholder is liable for the Australian dollar equivalent of the amount of transactions made overseas on a Card Account.

Transactions are converted from foreign currency to Australian currency by Visa International at the rate selected by Visa from the range of rates available in wholesale currency markets for the applicable processing date, which rate may vary from the rate Visa itself receives, plus the foreign currency fee charged by the Bank as described in the Financial Table. Bankwest debits the relevant Card Account with that Australian dollar equivalent.

## 22. What fees are payable?

The Financial Table specifies the types and amounts of fees and charges that are payable by the Accountholder in respect of each Card Account. Bankwest may debit the fees and charges to a Card Account and they will appear on the Card Account statement.

Other fees may apply to specific services the Accountholder or a Cardholder may request outside the Facility. For further information on our fees, call us.

## 23. Government fees and charges

The Accountholder is responsible for all government duties, rates, taxes and charges now, or in the future, charged on or otherwise payable in relation to the Facility, a Card Account, the supply or use of a Card or transactions debited or credited to a Card Account. You must pay us the amounts, calculated by the methods adopted from time

to time in accordance with relevant legislation, whether or not you are liable for them under that legislation. We may debit them on the last day of the statement period to one or more Card Accounts as we see fit and they will appear on the statement for the Card Account(s).

## 24. Interest charges

The Annual Purchase Percentage Rate, the Annual Balance Transfer Percentage Rate and the Annual Cash Advance Percentage Rate that apply to the Card Account(s) are set out in the Financial Table.

Interest charges are calculated in respect of each Credit Card Account opened under the Facility in accordance with this clause 24.

The Annual Purchase Percentage Rate will apply to all purchases, fees and charges (including credit fees and charges but excluding a cash advance fee), enforcement expenses, BPAY payments from the Card Account, any part of the amount of a Bankwest Card Conversion Transfer which relates to such transactions and any other component of the closing balance on the Card Account statement that we designate as attracting the Annual Purchase Percentage Rate (and to any interest charges debited in respect of such items).

The items to which the Annual Purchase Percentage Rate applies are, for the purpose of this clause, referred to as the **"annual purchase percentage rate items"**.

The Annual Balance Transfer Percentage Rate will apply to all balance transfers (and to any interest charges debited in respect of such items) and to any part of the amount of a Bankwest Card Conversion Transfer which relates to a balance transfer. The items to which the Annual Balance Transfer Percentage Rate applies are, for the purpose of this clause, referred to as the **"annual balance transfer percentage rate items"**.

The Annual Cash Advance Percentage Rate will apply to all other amounts we debit to the Card Account, including (but not limited to) cash advances, cash advance fee, Pay AnyBody transfers, and any part of the amount of a Bankwest Card Conversion Transfer which relates to such transactions, other transfers (excluding Balance Transfers

and BPAY payments) from the Card Account to other accounts and any other component of the closing balance on the Card Account statement that we designate as attracting the Annual Cash Advance Percentage Rate (and to any interest charges debited in respect of such items). The items to which the Annual Cash Advance Percentage Rate applies are, for the purposes of this clause, referred to as the **"annual cash advance percentage rate items"**.

If the Financial Table provides that an introductory Annual Purchase Percentage Rate or an introductory Annual Balance Transfer Percentage Rate applies to a Card Account, that rate will only continue to be available during the introductory period if you pay at least the minimum payment shown on the Card Account statement by its due date and, in our view, you are not otherwise in default in respect of the Card Account. No introductory annual percentage rate will apply to Bankwest Card Conversion Transfers.

For the purposes of this clause, the **'purchase daily percentage rate'** is calculated by dividing the Annual Purchase Percentage Rate by 365 (or 366 if it is a leap year). The **'balance transfer daily percentage rate'** is calculated by dividing the Annual Balance Transfer Percentage Rate by 365 (or 366 if it is a leap year). The **'cash advance daily percentage rate'** is calculated by dividing the Annual Cash Advance Percentage Rate by 365 (or 366 if it is a leap year). The **'unpaid daily balance'** is the unpaid balance of a Card Account at the end of each day and the **'average unpaid daily balance'** is the total of the unpaid daily balances for each day in the statement period of the relevant month divided by the total number of days in that whole period. If a Card Account has a credit balance on any day, the unpaid daily balance for that day is zero for the purpose of the calculation of interest charges. In other words, where a Card Account has a credit balance, our interest charges will not apply to debits to that Card Account for the period that the Card Account remains in credit.

**We may at any time calculate interest in a manner more favourable to you than provided for in this clause but such action will not stop us from exercising our rights under this clause in respect of subsequent calculations.**

Interest charges that accrue during a statement period will be debited to the statement for that Card Account on the last day of the statement period.

Interest charges for the Up to 40 Days Interest Free Card and the No Interest Free Days Card are calculated as follows:

- (a) If a Card is an Up to 40 Days Interest Free Card, we will not charge interest on annual purchase percentage rate items listed on a Card account statement if you pay in full the closing balance of that Card account statement and have also paid in full the closing balance of the immediately preceding Card account statement, in each case by the due date shown on the relevant Card account statement. The due date is 10 days from the Card account statement date.
- (b) Subject to (a) above, we charge interest on the amount of any annual purchase percentage rate item from the assigned date relevant to that item until the item is paid in full. Interest is calculated monthly by applying the purchase daily percentage rate to the average unpaid daily balance of the Card Account (to the extent that the unpaid daily balance comprises the item) for the statement period of the relevant month and by multiplying the result by the number of days in that period. The assigned date for the purposes of this paragraph (b) is:
  - for purchases and BPAY payments, the date on which the transaction is made or the opening date of the statement of account on which the transaction is debited (whichever is the later); and
  - for any other annual purchase percentage rate item, the date the item is debited to the Card Account.
- (c) Subject to (a) above, we charge interest on the amount of any annual balance transfer percentage rate item from the date the item is debited to the Card Account until paid in full. Interest is calculated monthly by applying the balance transfer daily percentage rate to the average unpaid daily balance of the Card Account (to the extent that the unpaid daily balance comprises the item) for the statement period of the relevant month and by multiplying the result by the number of days in that period.

(d) We charge interest on the amount of any annual cash advance percentage rate item from the assigned date relevant to that item until that item is paid in full. Interest is calculated monthly by applying the cash advance daily percentage rate to the average unpaid daily balance of the Card Account (to the extent that the unpaid daily balance comprises the item) for the statement period of the relevant month and by multiplying the result by the number of days in that period. The assigned date for the purposes of this paragraph (d) is:

- for cash advances, Pay AnyBody transfers and any other transfers (excluding Balance Transfers and BPAY payments), the date on which the transaction is made, or the opening date of the statement of account on which the transaction is debited (whichever is the later); and
- for any other annual cash advance percentage rate item, the date that the item is debited to the Card Account.

## 25. How much must the Accountholder pay?

The Facility is comprised of one or more Card Accounts. The Accountholder must pay the minimum payment for each Card Account as shown on the Card Account statement by its due date. The Financial Table sets out how the minimum payment for each Card Account is calculated.

If a Card Account statement refers to an 'Amount Due Immediately', the Accountholder must also pay that amount immediately on receipt of the Card Account statement.

The Accountholder may pay more of the closing balance of a Card Account if it wishes.

All payments must be made in Australian currency.

Payments will not be treated as being received until their value is credited to a Card Account.

## 26. What if the Accountholder makes a payment that is subsequently dishonoured?

If a payment is subsequently dishonoured, we will debit the Card Account with the value of the dishonour, as at the date that the payment was credited, and a fee may be charged.

## 27. How does Bankwest apply payments?

Bankwest may apply the Accountholder's payments to any amounts debited to a Card account in any order Bankwest thinks fit.

If the Facility is composed of more than one Card Account and the Accountholder makes a payment to Bankwest without telling us in writing how the payment is to be applied, we will apply it to any or all of the Card Accounts as we think fit.

If the Accountholder holds credit contracts with Bankwest other than the Facility and makes a payment to Bankwest, without telling us in writing how the payment is to be applied, we will apply it to any or all of the credit contracts as we think fit.

## 28. How can an Accountholder make payments?

The Accountholder may make payments to a Card Account:

- via Telephone Banking, Bankwest Online Banking, or Online Business Banking;
- via BPAY or pursuant to a Direct Debit Services Agreement you make with us;
- by mail to the address on the Card Account statement; and
- at any of our Customer Service Centres, authorised agents and at selected Bankwest-branded ATMs.

We will process payments to a Card Account as soon as practicable.

**Care!** The value of payments made to your Card Account may not be credited to the Card Account, nor therefore treated as received by us, on the day of lodgement. The processing may take a number of days.

## 29. Default

The Accountholder is in default if:

- (a) the Accountholder does not pay on time any amount payable under the terms of the Facility;
- (b) the balance of any Card Account exceeds the credit limit applicable to that Card;
- (c) the Accountholder or any Cardholder does not comply with any other terms of the Facility; or
- (d) the Accountholder or any Cardholder gives Bankwest incorrect or misleading information in connection with the Facility before or after the Accountholder accepts Bankwest's offer to enter into the Facility.

If the Accountholder is in default:

- (a) Bankwest may:
  - (i) terminate the Facility and cancel all Cards; and
  - (ii) exercise its rights at law; and
- (b) the outstanding aggregate balance of the Card Accounts (including amounts which have accrued or been charged but not yet debited to a Card Account) shall, upon demand by Bankwest, become immediately due and payable by the Accountholder.

Bankwest can do any or all of the above things in any order.

Subject to these Conditions of Use the Accountholder agrees to pay to Bankwest any reasonable amount reasonably incurred or expended by Bankwest in exercising its rights arising from any default by the Accountholder (including any legal costs paid or incurred, on an indemnity basis). Interest charges will apply to enforcement expenses until paid in full (see clause 24). These interest charges will be calculated at the Annual Purchase Percentage Rate whether or not an obligation to pay us an amount becomes merged in a court order or judgment.

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