

Product Disclosure Statement

# Business TeleNet Saver

13 January 2017

bankwest



## Product Disclosure Statement (PDS)

This document comprises the Product Disclosure Statement (PDS) and together with the Bankwest Business Telenet Saver Interest Rate Schedule, forms the Terms and Conditions governing the Business TeleNet Saver.

It also contains a Direct Debit Request Service Agreement. Please read this PDS and the Bankwest Business Telenet Saver Interest Rate Schedule carefully and retain them for future reference. Further copies of the PDS and the Bankwest Business Telenet Saver Interest Rate Schedule are available on request by:

- calling our Business Customer Support Team on **13 7000**;
- visiting **bankwest.com.au**; or
- writing to us at: **Business TeleNet Saver, GPO Box E237, Perth WA 6841.**

## Summary of Features

**High** variable interest rate – refer to the current Bankwest Business TeleNet Saver Interest Rate Schedule for details

**No** account keeping or transaction fees

**No** fixed term – funds available “At Call”

**No** minimum balance

**No** daily transaction limit

**Interest** is calculated daily and paid monthly

**Up to** 4 Authorised Users may transact on the Account

**Link** to an existing account you hold with any Australian financial institution

**All** withdrawals paid to your Linked Account

**Bank** secured for your peace of mind

**24 hour**, 7 day access via Online Business Banking

**Customer** service available from 6:00 am to 6:00 pm (WST) or 8:00 am to 8:00 pm (AEST)

**Statements** of account every 6 months

**Available** to Businesses including trusts, non-profit organisations and superannuation funds

**Call us** on 13 7000 or apply online

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# Part A – Business TeleNet Saver Account

## 1. About the Business TeleNet Saver Account

The Business TeleNet Saver Account is a high interest online At Call savings account for Business customers only. Your Business TeleNet Saver Account operates with a Linked Account – withdrawals from your Account will always be paid to your Linked Account.

## 2. Opening an Account

The Account can only be opened and operated by Businesses (including trusts, non-profit organisations and superannuation funds). It must also be established and used primarily for business purposes.

You may open a Business TeleNet Saver Account by:

- (a) (i) completing an Application Form available from [bankwest.com.au](http://bankwest.com.au);
- (ii) providing a copy of a statement from your Linked Account which is no more than six months old; and
- (iii) providing any other documents we ask for; or
- (b) completing an application using your Online Business Banking (OBB) service where your Linked Account is a Bankwest-branded account that has been nominated for access using your Online Business Banking service.

## 3. Your Linked Account

You must nominate a Linked Account in the application process to open and operate your Account.

Your Linked Account cannot be a credit card account and it must be held with a financial institution in Australia (which can include us) in exactly the same name as your Business TeleNet Saver Account. The application process includes a Direct Debit Request which is required to enable us to debit your Linked Account.

A Business TeleNet Saver Account may only have one Linked Account.

## 4. Deposits

A minimum opening deposit of \$1 is required to open a Business TeleNet Saver Account.

Your first deposit will need to be made in Australian dollars by Linked Account Transfer.

Subsequent deposits must be in Australian dollars and can only be made:

- by Linked Account Transfer from your Linked Account; or
- by electronic funds transfer from another account held by you or a third party.

Deposits by cheque, coin, money order, traveller's cheque, draft or any other form will not be accepted.

We reserve the right to refuse any deposit.

## 5. Mistaken Internet Payments

If a person reports that a Mistaken Internet Payment has been made from the person's account to your account:

- (a) you agree that we may inform that person's financial institution whether or not your account has sufficient credit funds to cover the payment; and
- (b) provided there are sufficient credit funds in your account to cover the Mistaken Internet Payment and we are satisfied, acting reasonably, that a Mistaken Internet Payment has been made to your account:
  - (i) if the person made the report within 10 business days of making the payment, we may immediately debit your account for the amount of the Mistaken Internet Payment; and
  - (ii) if the person made the report between 10 business days and 7 months of making the payment, we may immediately freeze those funds. We will give you 10 business days to establish that you are entitled to the funds. If you are unable to do so, we may debit your account for the value of the Mistaken Internet Payment.
- (c) if we debit your account or otherwise receive funds from you for the value of the Mistaken Internet Payment, we will return the funds to the person or the person's financial institution.

(d) if we are satisfied that a Mistaken Internet Payment has occurred but there are not sufficient credit funds in your account, we will use reasonable endeavours to retrieve the funds from you.

## 6. Withdrawals

Withdrawals from your Business TeleNet Saver Account can only be made by Linked Account Transfer to your Linked Account against cleared funds.

BPAY<sup>®</sup> (registered to BPAY Pty Ltd ABN 69 079 137 518) is not available in relation to your Business TeleNet Saver Account and you must not nominate your Account in any Direct Debit Request.

There is no daily transaction limit or minimum balance for your Account.

## 7. Authorised Users

You must nominate between one and four Authorised Users to operate the Account.

Authorised Users are initially nominated in the application process. You can add to or change your Authorised Users by completing our change of Authorised User form. Please contact our Business Customer Support Team to get a copy of this form.

You consent to us giving information about the Account to any Authorised User.

Where this PDS imposes an obligation on an Authorised User, you agree to ensure that the Authorised User satisfies that obligation.

## 8. Access to your Account

Access to your Account is available to Authorised Users 24 hours a day, 7 days a week through OBB.

Using OBB, an Authorised User may:

- make Linked Account Transfers;
- obtain the balance of your Account;
- enquire about transactions on your Account;
- change their access code and personal details;



- order account statements;
- change the contact details of the Business;
- open new Accounts; and
- manage your Account.

Linked Account Transfers cannot be made using telephone banking or any Bankwest branch.

We provide a version of OBB that has been customised for mobile telephones and other small screen devices (Mobile Devices). Not all of the functions set out above will be available when accessing OBB using a Mobile Device, and other functions may operate with a reduced level of functionality.

## 9. Interest

Interest is calculated daily and paid monthly. Interest up to and including the last Business Day of each month will be credited to your Account on the first Business Day of the following month. We calculate interest daily by multiplying the amount of the end of day credit balance of your Account by the interest rate and dividing the result by the number of days in the year.

The interest rate is the rate set out in the current Business TeleNet Saver Interest Rate Schedule, or as otherwise communicated to you by us.

You may obtain a copy of the Business TeleNet Saver Interest Rate Schedule by visiting [bankwest.com.au](http://bankwest.com.au). You can also obtain information about the interest rate applying to your Account by calling our Business Customer Support Team.

If we debit your account in reversing a Mistaken Internet Payment, we may adjust any interest debited or credited to the extent it is affected by the Mistaken Internet Payment.

## 10. Statements of Account

We will provide a statement of your Account to you at least every six months. An Authorised User may request more frequent statements.

An Authorised User may also order a statement at any time. You must check your statements and advise us of any errors or omissions.

## 11. Your agreement

When you open a Business TeleNet Saver Account with us, your agreement with us in relation to your Account comprises:

- the terms and conditions contained in this PDS;
- the Business TeleNet Saver Interest Rate Schedule we give you with this PDS; and
- the Direct Debit Request Service Agreement.

**You should carefully read each of these documents.**

## 12. Change of Linked Account

You may change your Linked Account at any time. Please contact our Business Customer Support Team and we will advise you how this may be done.

If you close your Linked Account, you will not be able to make a Linked Account Transfer until you nominate a new Linked Account by completing a new Direct Debit Request.

Your new Linked Account or requested changes will not take effect until verified by us.

## 13. Overdrawn Accounts

You may not overdraw your Account. We are not obliged to give effect to any Linked Account Transfer from your Account which would overdraw your Account. In the event that your Account is overdrawn, you authorise us to transfer money from your Linked Account into the Account up to the amount owing. Debit interest will be charged if the Account becomes overdrawn. Details of the debit interest rate are set out in the current Business TeleNet Saver Interest Rate Schedule or are available on request.

## 14. Closing your Account

You may close the Account at any time by written notice to us. We may close your Account for any reason at any time. We will notify you in writing should we do so.

If the Account has a credit balance at the time that it is closed, that balance will be paid to your Linked Account. However, to the extent that that balance comprises any

funds which have not been cleared, the funds will not be available to you until they are cleared. Further, we are not required to pay the credit balance from the Account to your Linked Account if it would be unlawful for us to do so or contrary to any direction, order or other notice we have received from any authorised body such as a Court or government agency.

If the Account has a debit balance at the time it is closed, that balance, including any debit interest, will be due and payable by you to us on demand.

## 15. Severance

If any part or provision of the terms and conditions is or becomes void or unenforceable under any applicable statute in any State or Territory then as to that State or Territory that part or provision will be removed from the terms and conditions. Removal of any part or provision will not affect the remaining provisions in that State or Territory or affect the validity or enforceability of that part or provision in any other State or Territory.

## Part B – Account Access

### 16. What is Online Business Banking?

OBB enables Authorised Users to make Linked Account Transfers and enquiries and manage the Account over the internet.

We are authorised by you to act on the instructions given to us by any of the Authorised Users.

### 17. How to access Online Business Banking

Access to OBB is via [bankwest.com.au](http://bankwest.com.au).

#### 17.1. Authorised Users

Unless clause 17.2 applies, we will issue to each Authorised User a PAN and a secret access code which can only be used in connection with the Account.

For your security, when an Authorised User logs on to OBB using their PAN and access code for the first time, they will be requested to change their access code to an alphanumeric code between 6 and 10 characters with at least one letter and one numeral.

Access to the Account using OBB by these Authorised Users is governed by this PDS and not the OBB PDS.

#### 17.2. OBB Master Users

An additional benefit for existing OBB Master Users who are Authorised Users is that they can use their existing OBB PAN and secure code to access your Business TeleNet Saver Account. To access this benefit, specify the Master User's existing PAN in the application process.

A Master User who uses their existing PAN and secure code to access the Account will be subject to the terms and conditions of both this PDS, excluding clauses 19 and 22, and the OBB PDS.

If there is any inconsistency between this PDS and the OBB PDS in connection with the Business TeleNet Saver Account, this PDS will prevail to the extent of the inconsistency.

## 18. Internet security

When using OBB, Authorised Users must ensure they take all reasonable steps to ensure the security of their computer. This includes, but is not limited to:

- ensuring their computer is free of viruses, Trojans, worms, spyware and the like;
- ensuring their computer is not left unattended while logged on to OBB;
- ensuring that their computer has up to date and operating firewall and anti virus applications; and
- ensuring the computer is free of any form of password or keystroke recording program or mechanism.

## 19. Protection of PANs and access codes

Authorised Users must protect their PAN and access code to prevent unauthorised access to the Account. Authorised Users must take care to ensure that their PAN or access code is not misused and the access code is kept secret and does not become known to anyone else.

### 19.1. Guidelines

This clause contains guidelines which Authorised Users should follow to guard against unauthorised use of their PAN and/or access code.

These guidelines provide examples only of security measures and will not determine your liability for any losses resulting from any unauthorised transactions. Liability for unauthorised transactions will be determined in accordance with Clause 22 of this PDS and the ePayments Code (where applicable).

To protect their access code, an Authorised User should:

- Memorise the access code when received. Once memorised, destroy our notice of the access code. If an Authorised User forgets their access code they may apply to us for it to be reissued.
- Not select an access code which represents a name, birthday, telephone number, car registration, postcode, PAN or anything else that could be associated with them.

- Ensure that, when the access code is changed, the numbers and letters which are chosen cannot be easily identified e.g. it has no obvious pattern (patterns such as 1234A, 1111A, and 1ABCDEF are too obvious).
- Not select an access code which is an easily retrieved combination (such as repeated numbers or letters).
- Never tell or show the access code to anyone, including a family member, friend or persons in authority (such as a bank officer or police officer).
- Not record the access code on a computer or telephone or related articles without making a reasonable attempt to disguise it or prevent unauthorised access to the record.
- Not keep a record of the access code with any document containing the reference numbers for the Account or with other account information such as statements.
- Contact us immediately to request the issue of a new access code if they suspect that someone else may know their access code or that an unauthorised person is using their access code.

We do not consider the following to be reasonable attempts to disguise an access code:

- Reversing its sequence.
- Describing the disguised record as an access code record.
- Disguising it as a telephone number where no other numbers are recorded.
- Disguising it as a telephone number, postcode, amount or date with the access code in its correct sequence within the number.
- Disguising it using alphabetical characters i.e. A=1, B=2, C=3, or in any other easily understood code.
- Recording it as a series of numbers or letters with any of them marked to indicate the access code.

Authorised Users must not use any other forms of disguise which are similarly unsuitable because another person may easily work out the access code.

## 19.2. Reporting a breach of security

If an access code becomes known to someone else, the Authorised User must immediately tell us by calling our Business Customer Support Team.

We will acknowledge receipt of the call by giving the Authorised User a notification number. This should be kept as proof of the date and time of the report.

If for any reason the Business Customer Support Team is unavailable and this prevents us being notified, you will not be liable for any unauthorised transactions which could have been prevented during this period if the telephone number had been available, provided we are notified within a reasonable time of the Business Customer Support Team becoming available again.

## 20. Access and restriction of access

We will try (without any legal obligation) to provide the OBB service on a 24-hour continuous basis. However, circumstances may not always make this possible.

If the OBB service cannot be accessed at any time, please advise our Business Customer Support Team to help us investigate the reason.

You may not be able to access OBB from some parts of Australia or overseas. You should refer to your telecommunications provider/carrier for information about whether a Mobile Device will be able to use the relevant overseas network and access OBB overseas.

You may not be able to access OBB from all computers or Mobile Devices due to hardware or software restrictions, connection limitations, the capacity of your Internet service provider, availability of a connection via your telecommunications provider/carrier or for other reasons outside our control.

Subject to clause 22.5, we are not responsible for:

- the inability of any computer or Mobile Device to access or use OBB. You are responsible for compatibility of any computer or Mobile Device with OBB;

- the unavailability of OBB as a result of the failure of any telecommunication connection used in connection with a computer or Mobile Device; or
- any loss or damage to any computer or Mobile Device as a result of the use or attempted use of OBB.

You are responsible for any fees or charges imposed by a telecommunications provider/carrier for accessing OBB, including call costs and costs for accessing the internet where you access OBB using a Mobile Device, whether OBB is accessed from Australia or overseas. You should refer to your telecommunications provider/carrier for full details about the fees and charges associated with accessing, and downloading information from, the internet.

## 21. Linked Account Transfers

### 21.1. Receipt

For each Linked Account Transfer, we will issue a receipt number to the Authorised User who made the transaction.

### 21.2. Processing Linked Account Transfers

Generally, a Linked Account Transfer, whether from or to your Account, will be made:

- on the date we are told to make that Linked Account Transfer, if we receive the instruction before 5:00pm EST on a Business Day; or
- on the next Business Day, if we receive the instructions after 5:00pm EST on a Business Day, or on a non-Business Day.

Where there is more than one Linked Account Transfer from your Account to your Linked Account we may determine, acting reasonably, the order of priority in which the transfers are made.

There may be circumstances where an Authorised User's instructions may not be processed or may be delayed.

These include, but are not limited to:

- When these conditions prohibit the payment(s); or
- When your Account or Linked Account (as relevant) has insufficient available funds to cover the intended payment(s).



We may defer processing a Linked Account Transfer and/or seek further information before we carry out any instruction from an Authorised User.

### **21.3. Deposits by Linked Account Transfer**

When a deposit is made to your Business TeleNet Saver Account by Linked Account Transfer and the Linked Account is not a Bankwest-branded account the amount will be credited but will not be available to you for three Business Days (until we receive the funds).

### **21.4. Linked Account Transfers to your Linked Account**

Delays may occur in processing a Linked Account Transfer to your Linked Account. This may be because the financial institution at which the Linked Account is held has not complied with its obligations in respect of the Linked Account Transfer. That financial institution will also determine, acting reasonably, the availability of funds when a Linked Account Transfer is made to your Linked Account. In such situations, please check with that financial institution for standard clearance times.

If we are advised that a Linked Account Transfer to your Linked Account has not been received by the financial institution at which the Linked Account is held, we will:

- credit your Account with the amount of the transaction; and
- take all reasonable steps to assist in making another Linked Account Transfer as quickly as possible.

Please check with that financial institution for standard clearance times.

### **21.5. Cancelling a Linked Account Transfer**

We are not obliged to cancel a Linked Account Transfer once we have been instructed to make it. In some cases it may be possible to do so.

## 22. Liability for unauthorised Linked Account Transfers

### 22.1. Authorised transactions

We are authorised by you to act on the instructions given to us by any of the Authorised Users. You are liable for all Linked Account Transfers carried out in respect of your Account with your or an Authorised User's knowledge and consent.

### 22.2. When you are not liable

You will not be liable for losses in respect of your Account caused by an unauthorised Linked Account Transfer:

- resulting from unauthorised use of an access code before the Authorised User has received it;
- after we receive notification that an Authorised User's access code has become known to someone else;
- relating to a PAN and/or access code that is forged, faulty, expired or cancelled;
- caused by the fraudulent or negligent conduct of employees or agents of;
  - (i) us, or
  - (ii) any organisation involved in the provision of the EFTPOS System;
- where it is clear that you or an Authorised User have not contributed to the loss; or
- caused by the same Linked Account Transfer being incorrectly debited more than once to the Account.

### 22.3. When you are liable

Where we prove on the balance of probabilities that you or an Authorised User have contributed to losses in respect of the Account resulting from an unauthorised Linked Account Transfer by:

- your, or an Authorised User's fraud;
- our acting on any communication from you or an Authorised User which is false, misleading or inaccurate;
- an Authorised User voluntarily disclosing an access code to anyone, including a family member or friend;

- you or an Authorised User keeping a record of an access code on the one article or on several articles which might be lost or stolen simultaneously, without taking reasonable steps to carefully disguise the access code or to prevent unauthorised access to that record;
- an Authorised User changing or selecting an access code to represent a birth date or a recognisable part of a name; or
- an Authorised User acting with extreme carelessness in failing to protect the security of an access code,

you will be liable for the losses which occur before we are notified of the breach of the security;

or by:

- unreasonably delaying notifying us that the access code has become known to someone else,

you will be liable for the losses which occur between when you or an Authorised User became aware of the breach and when we were actually notified.

#### **22.4. When your liability is limited**

Where an access code was required to perform the unauthorised Linked Account Transfer and Clause 22.3 does not apply, your liability for any loss in respect of your Account arising from an unauthorised Linked Account Transfer, if the loss occurs before you notify us of the access code becoming known to someone else, is the lesser of:

- \$150;
- the balance of your Account; or
- the actual loss at the time we are notified of the access code becoming known to someone else.

#### **22.5. When the electronic banking system or EFT terminal breaks down**

You will not be responsible for any loss you suffer because our system or our equipment accepted your instructions but failed to complete the transaction.

If our system or our equipment malfunctions and you should have been aware that the system or equipment was unavailable for use or malfunctioning, we will only be responsible for correcting errors in your Account and refunding any charges or fees imposed on you as a result.

## 23. Cancellation of electronic access

We may withdraw or deny access to OBB or cancel access to that service or your Account at any time without prior notice, in certain circumstances, including (but not limited to):

- suspected fraudulent use;
- to comply with anti-money laundering and counter terrorism financing laws;
- unsatisfactory Account operation; or
- non-compliance with any of the conditions set out in this PDS.

We may suspend electronic access to your Account at any time without notice if we consider a security issue has arisen which requires further investigation.

## 24. Changes to Account access conditions

We may change the conditions which apply to the use of OBB at any time.

Circumstances where we may make changes to the terms and conditions include but are not limited to those where there are:

- changes to the cost of providing the account to you;
- changes in legal or other regulatory requirements affecting us;
- changes in any system or product development or enhancement.

If you consider that you will be adversely affected by changes notified to you under this clause, you may close the account by written notice to us.

We will give you at least 30 days (or such longer period required by law) written notice of a change which:

- imposes or increases charges relating solely to the use of OBB or the issue of any addition to, or replacement of, OBB;
- increases your liability for losses relating to Linked Account Transfers; or
- imposes, removes or adjusts a transaction limit applying to OBB or your Account.

Subject to any law, we will notify you of other changes no later than the day that the change takes effect by:

- a notice on or with your Account statement; or
- publishing a press advertisement,

except where an immediate change is necessary to restore or maintain the security of the EFT System or your Account.

## Part C – Other Important Information

### 25. ePayments Code

We will comply with the requirements of the ePayments Code where those requirements apply to your dealings with us.

### 26. Code of Banking Practice

The Code of Banking Practice applies to your Account if you are a small business (as defined in the Code of Banking Practice).

General descriptive information about our banking services is available on request in our Bankwest Banking Services Rights and Obligations brochure. It includes information about account opening procedures, our obligations regarding the confidentiality of your information, our complaint handling procedures, 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.

### 27. Government charges

Any government tax, duty or other charge imposed by law in respect of the Account or its operation will be debited to your Account.

### 28. Changes to terms and conditions

Subject to clause 24, we may at any time without your consent change the terms and conditions applying to your account (including in respect of fees and interest rates).

Circumstances where we may make changes to the terms and conditions include, but are not limited to those, where there are:

- changes to the cost of providing the account to you;
- changes in the legal or other regulatory requirements affecting us;
- changes in our system or product development or enhancement.

If you consider that you will be adversely affected by changes notified to you under this clause, you may contact us to close the account.

We will give you notice by press advertisement in the national or local media, by writing to you or by any of the forms of electronic communication by which you have elected to receive notices from us. We will notify you of changes at the following times:

- (a) if we introduce or increase a fee or charge we will give you notice of the change at least 30 days before the change takes effect;
- (b) if we change an interest rate, any component of an interest rate or change the method of calculating or paying interest, we will give notice of the change in the national or local media on or before the day the change takes effect or we will send a notice of the change to you on the day the change takes effect;
- (c) we will give notice of all other changes at or before the time the change takes effect or as soon as practicable afterwards.

Reference to a 'fee or charge' does not include fees or charges payable under a law of the Commonwealth or of a State or Territory.

## 29. Changes in your particulars

You must inform us immediately of a change in your name or mailing address. To do so, please contact the Business Customer Support Team and we will advise you of the process.

We will not be responsible for any errors or losses associated with a change in your particulars if we do not receive adequate notice of the change.

## 30. Service of notices

Whenever we send you a letter, notice or statement, we will do so by mail addressed to you at your last known address. If you agree, we may communicate with you by:

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

You may at any time, by notice to us, terminate your agreement to receive information by email or via our website or change your email address.

Should we provide you with information by any of the methods outlined in this clause, the notice will be deemed to have been received by you when the electronic communication enters either your or your internet service provider's information system.

## 31. Tax File Number (TFN)

It is not against the law if you choose not to give us your TFN or exemption. However, if you do not do so, we are obliged by law to deduct the tax from interest earned and send it to the Tax Office.

## 32. Account combination

We may combine the balances of any or all of your accounts with us if one account is in credit and another is overdrawn provided both accounts are held in the same capacity (even if the accounts are managed under different brands, such as Commonwealth Bank).

## 33. Procedures for handling errors and disputed transactions

### 33.1. Tell us if you have a problem

If your complaint relates to a Linked Account Transfer, please refer to Clause 33.2.

At Bankwest, we listen to our customers. This is the only way to continually improve our products and services to meet your needs. If you have a complaint about our services, products, facilities or any other aspect of Bankwest, we would like to hear from you. Please contact our Business Customer Support Team.

You can also give feedback in the following ways:

- by calling us on 13 7000;
- by completing our feedback form; or
- by visiting [bankwest.com.au](http://bankwest.com.au) and completing the electronic feedback form.

Our staff will do everything they can to rectify your problem immediately. We strive, wherever possible, to resolve your complaint within 5 working days.

If you are still not satisfied, you can ask our Customer Relations Department to review the matter.

Contact them by writing or telephoning to:

**Manager Customer Relations**  
**GPO Box E237, Perth WA 6841**  
**Telephone: Freecall 1300 259 233**  
**Facsimile: 1300 259 233**

You will be advised of the details (including the timeframes) of our internal dispute resolution process and an officer with the appropriate authority to resolve the dispute will investigate your complaint thoroughly. We will do our best to resolve any complaint promptly and to your satisfaction.

In the unlikely event that the matter cannot be resolved directly with Bankwest, you can seek assistance from the Financial Ombudsman Service Australia (FOS).

The FOS provides an independent dispute resolution service and is approved by the Australian Securities and Investments Commission as an external dispute resolution scheme. A brochure outlining the FOS scheme is available by phoning our Business Customer Support Team.

The FOS contact details are as follows:

**Financial Ombudsman Service Australia**  
**GPO Box 3, Melbourne VIC 3001**  
**Telephone: 1800 367 287**  
**Facsimile: (03) 9613 6399**  
**Email: [info@fos.org.au](mailto:info@fos.org.au)**  
**Website: [www.fos.org.au](http://www.fos.org.au)**



### **33.2. Concerns relating to Linked Account Transfers**

If you believe a Linked Account Transfer is wrong or unauthorised or you think there is something wrong with an entry on an Account statement you must tell us immediately by:

- telephoning our Business Customer Support Team;
- logging on to [bankwest.com.au](http://bankwest.com.au) and following the procedures it sets out for disputing a transaction;
- writing to us at the address shown on your Account statement containing the suspected error.

We will advise you of the steps you must take so we can investigate the matter. You must give us full details of the transactions you are querying.

### **33.3. Our investigations**

We will notify you of the name and contact number of the officer investigating your dispute. If we are unable to resolve the matter immediately to your and our satisfaction we shall advise you in writing of our procedures for further investigation and handling of your complaint.

Within 21 days of receiving your complaint, we will advise you in writing of either:

- the outcome of our investigation; or
- the fact that we need more time to complete our investigation.

We will complete our investigation within 45 days of receipt of your complaint, unless there are exceptional circumstances. In such circumstances, we will write to you and let you know the reasons for the delay and provide you with monthly updates on the progress of our investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.

### **33.4. Outcome**

On completion of our investigation we shall advise you in writing of the outcome and the reasons for our decision with reference to the relevant provisions of the conditions which apply to the use of OBB and the ePayments Code (where applicable).

If we decide that your Account has been incorrectly debited or credited we shall adjust your Account (including any interest and charges) and notify you in writing of the amount of the adjustment.

If we decide that you are liable for all or part of the disputed transaction, we will supply you with copies of any document or other evidence on which we base our findings if these show that your Account has not been incorrectly charged or credited. We will also advise you if there was any system or equipment malfunction at the time of the transaction.

If you are not satisfied with our findings, you may request our Customer Relations Department to review the matter.

If you then remain unsatisfied, you can seek assistance from the FOS. For the contact details of our Customer Relations Department and the FOS please see clause 33.1.

### **33.5. If we fail to comply with these procedures**

If we fail to observe the procedures set out in this clause or the ePayments Code (where relevant) for handling disputes, allocating liability or communicating the reasons for our decision and that failure contributes to our decision or delays the resolution of your complaint, we may be liable for part or all of the amount of the disputed transaction.

## **34. Financial Claims Scheme**

The Financial Claims Scheme, under the Banking Act, covers deposit amounts you hold in a bank in aggregate up to a statutory prescribed limit (please note that for the purposes of calculating this total joint accounts are considered to be held in equal shares). You may be entitled to a payment in some circumstances. Payments under the scheme are subject to a limit for each depositor. Information about the Financial Claim Scheme can be obtained from <http://www.fcs.gov.au>.

## **35. Additional Obligations**

The Bank may be subject to laws or regulations in Australia or another country that affect your relationship with the Bank (eg. Laws that address tax evasion). So that we may comply with our obligations under these laws or

regulations, we may:

- require you to provide information about you or your product;
- disclose any information we are required to concerning you (including sending your information overseas);
- if required to do so, withhold an amount from a payment to you, and if we do, we will not reimburse you for the amount withheld; and/or
- take such other action as is reasonably required, including, for example, closing your account.

## Part D – Business TeleNet Saver

### Direct Debit Request Service Agreement

1. Bankwest, a division of Commonwealth Bank of Australia, will arrange for funds to be debited from your Linked Account as authorised in the Direct Debit Request.
2. We will give you at least 14 days written notice if we propose to vary the terms of this agreement or the Direct Debit Request.
3. If you wish to defer any debit payment or alter any of the details in the Direct Debit Request, you must contact our Business Customer Support Team or write to us at our address set out in this PDS.
4. If you wish to stop individual debit payments or cancel the Direct Debit Request you must give at least 7 days written notice. All such requests may be directed to us or the institution with which you hold your Linked Account.
5. If you have any queries concerning debit payments or dispute any debit payments from your Linked Account, you should notify us by calling the Business Customer Support Team. Claims may also be directed to the institution with which you hold your Linked Account. Details of the claims process are set out in Part C of this PDS.
6. Direct debiting is not available on all accounts at all financial institutions. If in doubt, you should check with the financial institution with which you hold your Linked

Account before completing the Direct Debit Request.

7. You should ensure that the Linked Account details given in the Direct Debit Request are correct by checking them against a recent statement from the financial institution at which the account is held.
8. It is your responsibility to have sufficient cleared funds available in your Linked Account to enable debit payments to be made in accordance with the Direct Debit Request. If your financial institution cannot enable a debit payment from your Linked Account and charges a fee, we will debit your Account with an amount equal to that fee.
9. If a debit payment falls due on any day which is not a Business Day, the payment will be made on the next Business Day. If you are uncertain as to when a debit will be processed to your Linked Account, please contact the financial institution at which the account is held.
10. Except where the terms of your Account permit disclosure and except to the extent that disclosure is necessary in order to process debit payments, investigate and resolve disputed debits, or is otherwise required or permitted by law, we will keep details of your Account and debit payments confidential.

## Part E – Words with special meanings

In this PDS the following words have the following meanings:

**Account** means the Business TeleNet Saver Account.

**Application Form** means the application form for the Account issued by us.

**At Call** means a withdrawal may be made at any time by Linked Account Transfer.

**Authorised User** means the person or persons you nominate and authorise to access and operate the Account on your behalf. Each Authorised User must be authorised by you as a Master User.

**Business** means a company, corporation, sole-trader, partnership, non-profit organisation, superannuation fund or trust with an Australian registered address.

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

**Direct Debit Request** is what you sign as part of the application process that allows us to debit your Linked Account (if it is not a Bankwest-branded account) and credit your Business TeleNet Saver Account.

**EFT System** means the system under which Linked Account Transfers are processed.

**ePayments Code** means the ePayments Code issued by ASIC

**EST** means Eastern Standard Time.

**Linked Account** means the account nominated by you in the application process in accordance with clause 3 of this PDS.

**Linked Account Transfer** means an electronic transfer of funds between your Business TeleNet Saver Account and your Linked Account.

**Master User** means a person who is authorised by you to access and operate the Account using OBB.

**Mistaken Internet Payment** means a payment through a 'Pay Anyone' internet banking facility where funds are paid into the account of an unintended recipient, being an individual, as a result of the BSB number and/or account number being incorrect due to an error by the person initiating the transaction or that person having been given the wrong BSB number and/or account number. This does not include:

- payments made using BPAY; or
- payments made using a facility designed primarily for use by a business and established primarily for business purposes.

**PAN** means a Personal Access Number.

**Unauthorised** means without your knowledge or consent or without the knowledge or consent of an Authorised User.


**We, us, the Bank or Bankwest** means Bankwest, a division of the product issuer, Commonwealth Bank of Australia ABN 48 123 123 124 AFSL/Australian credit licence 234945 and its successors and assigns.

**Any other grammatical form of the word "we" has a corresponding meaning.**

**You** means the account holder. Any other grammatical form of the word "you" has a corresponding meaning.

Unless otherwise required by the context, a singular word includes the plural and vice versa.



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 [bankwest.com.au/business](https://bankwest.com.au/business)





## Bankwest Business TeleNet Saver Interest Rate Schedule

Standard Interest Rate	1.05%p.a. (variable)
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The above rates are effective 05 September 2017. As the rates are variable, they are subject to change by us at any time, including between when you make your application and open your account and at any time after you open your account. You should always ensure that you have a current Business TeleNet Saver Interest Rate Schedule, which you can obtain by visiting our website at [bankwest.com.au](http://bankwest.com.au) or calling the Business Customer Support Team on 13 7000.