

# Business Mastercard®

**Terms and Conditions**

1 February 2018



FOR BUSINESS



# Contents

1. Definitions	1
2. Code of Banking Practice	4
3. About your contract	5
4. Opening the Facility	6
5. Activation and acceptance	7
6. The Cards	7
7. Transaction restrictions	8
8. Facility Limit	9
9. Changes to the Facility	9
10. Changes of particulars	10
11. Balance Transfers	10
12. Additional Cardholders	10
13. Cancellation	11
14. Credit balance on the Card Account	13
15. Statement of account	13
16. Payment	14
17. Fees	14
18. Foreign currency transactions	14
19. Government fees and charges	15
20. Interest charges	15
21. Making payment	19
22. Dishonoured payments	20
23. Application of payments	20
24. Default	21
25. Service of notices	21
26. Representations and warranties	22
27. Set off – no deduction	22
28. Assignment of rights and disclosures	23
29. Evidence	23
30. Exercise of our rights	24
31. Indemnity and costs	24
32. Applicable law	24
33. Information undertakings	24

## 1. Definitions

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

**Additional Cardholder** means a person 18 years or over nominated by you and approved by us to operate your Card Account.

**Accountholder** means the person identified as the Accountholder in the Financial Table.

**annual balance transfer percentage rate** means the interest rate set out in the Financial Table as applicable to all annual balance transfer percentage rate items.

**annual cash advance percentage rate** means the interest rate set out in the Financial Table as applicable to all annual cash advance percentage rate items.

**annual purchase percentage rate** means the interest rate set out in the Financial Table as applicable to all annual purchase percentage rate items.

**balance transfer** means the transfer by us of any debit balance of any non-Bankwest-branded Australian credit card, store card or charge card account held by you or an Additional Cardholder, which you ask us to transfer, and which we agree to transfer, to the Card Account.

**biller** means an organisation who tells you that you can make bill payments to them through the BPAY<sup>®</sup> scheme.

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

**BPAY Pty Ltd** means BPAY Pty Limited ABN 69 079 137 518, GPO Box 3545 Rhodes, NSW 2138, telephone (02) 9646 9222.

**BPAY 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.

**business day** means a weekday including local public holidays but excluding holidays observed on a national basis.

**Card means** each Bankwest Business Mastercard<sup>®</sup> issued by Bankwest to the Accountholder or to a Cardholder nominated by the Accountholder from time to time for operation of a Card Account forming part of the Facility.

**Card Account** means the account in your name we set up to record transactions made using Cards and Card details.

**Card details** means the information printed on a Card and includes the Card number and expiry date.

**Cardholder** means the Accountholder or an Additional Cardholder.

**Cash Advance** means any transaction treated by us as a cash advance, including transactions where the Cardholder:

- › draws cash from the Card Account using an ATM, or at a financial institution; or
- › makes any transactions we consider to be equivalent to cash (including but not limited to traveller's cheques, foreign currency or money transfers, transactions for gambling (including online gambling), lottery tickets or gaming purposes generally); or
- › makes a transaction where the transaction is identified to us by the relevant merchant category code or intermediary as constituting a cash advance;" or
- › uses the Card Account to pay bills through a third party where the merchant does not accept credit card payments; or
- › uses a Card Account to pay bills over the counter at a financial institution; or
- › transfers, or arranges for the transfer of, funds from the Card Account to another account.

**Cash Advance Fee** means the fee set out in the Financial Table.

**Credit Card Scheme Rules** means the Credit

Card scheme rules of Mastercard International Incorporated.

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

**Facility** means the Bankwest Business Mastercard<sup>®</sup> facility provided by Bankwest to the Accountholder and which is subject to these Terms and Conditions, the letter of offer incorporating the Financial Table, the Commercial Cards Account Access Conditions of Use and the application form.

**Facility Limit** means the limit that applies 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.

**introductory balance transfer percentage rate** means the interest rate, if any, set out in the Financial Table as applicable for an initial period after your Facility is approved to all balance transfers.

**introductory purchase percentage rate** means the interest rate, if any, set out in the Financial Table as applicable for an initial period after your Facility is approved to all purchases.

**Management Accounts** means the management accounts for a period as advised by us including:

- (a) management of financial statements;
- (b) comparison of actual to projected monthly cash flows in monthly periods;
- (c) aged debtors and creditors report; and
- (d) stock and inventory report,

for the party or parties described in the Facility, or if the parties are not described, such parties as we advise.

**merchant** means a supplier of goods or services who accepts payment by Card or Card details.

**nominated account** means a Bankwest-branded account with us, other than the Card account or any

other Bankwest-branded credit card account with us, which you nominate and which we authorise you to access 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.

**processing date** means the date the Bank processes transactions to the Card Account (note: this may not be the same day as the date of the transaction).

**Related Entity** has the meaning given in section 9 of the Corporations Act and includes any partner of a partnership of which you, a Guarantor or a disclosing party are a partner.

**unauthorised** means without the knowledge or consent of a Cardholder.

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

**you** means the Accountholder. Any other grammatical form of the word 'you' has a corresponding meaning.

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 Terms and Conditions 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 Terms and Conditions as varied or replaced from time to time.

## 2. Code of Banking Practice

The Code of Banking Practice ("Code") is a voluntary Code adopted by Bankwest and other banks. Its purpose is to set standards of good banking practice for banks to follow when dealing with an Accountholder who is an individual or a Small Business (as defined in the Code). Bankwest actively

complies with the Code, which applies to the Facility. 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.

### 3. About your contract

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

- › any application you make to us for the Facility;
- › our letter of offer to you, incorporating the Financial Table and any other letter to you from the Bank relating to pricing of the Facility;
- › these Terms and Conditions; and
- › our Commercial Cards Account Access Conditions of Use.

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

The conditions stated in the letter of offer incorporating the Financial Table prevail over these Terms and Conditions to the extent of any inconsistency between them.

You will be bound by the terms if you accept the offer in accordance with clause 5.

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.

#### **3.1 Commercial Cards Account Access Conditions of Use**

The Commercial Cards Account Access Conditions of



Use also 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 or Card details to access a Card Account.

When a Card is issued by Bankwest to someone other than you, you agree to provide each Cardholder with a copy of the Commercial Cards Account Access Conditions of Use. Further copies of these Terms and Conditions and the Commercial Cards Account Access Conditions of Use can be obtained from any of our Customer Service Centres, or by telephoning the Customer Help Centre on 13 70 00.

The Commercial Cards Account Access Conditions of Use form part of the terms governing the Facility and as such bind the Accountholder even if the Accountholder is not a Cardholder. The Accountholder is liable to Bankwest for any non-observance of the Commercial Cards Account Access Conditions of Use by a Cardholder. The conditions stated in the Commercial Cards Account Access Conditions of Use prevail over these Terms and Conditions to the extent of any inconsistency between them.

### **3.2 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 [bankwest.com.au](http://bankwest.com.au). Applications to use that service can also be made at [bankwest.com.au](http://bankwest.com.au).

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 Commercial Cards Account Access Conditions of Use.

## **4. Opening the Facility**

The Facility is available only to individuals aged 18 years or older.

Cards issued pursuant to the Facility may only be used

for business purposes, and not for personal, domestic, household or residential investment purposes in any circumstances.

To open a Facility you must:

- (a) complete the application process; 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 complying with the above. You agree to arrange this with the issuer(s) of the other card(s) and/or facility(ies) that you hold.

## 5. Activation and acceptance

Cardholders cannot transact (including by use of the Card) on the Card Account until the Card Account is activated by you.

Activation by you of your Card will activate the Card Account. For Cardholders to use their Card to transact on the Card Account, they will need to activate their Card when received by phoning us on the number detailed on the activation sticker on the card for that purpose or by logging on to Online Business Banking or Bankwest Online Banking as appropriate.

To transact on the Card Account before the Card is issued and/or activated you will need to activate the Card Account in the manner we tell you.

By you activating your Card Account (including by activating your Card), you agree to the terms of the Facility.

## 6. The Cards

We may issue a Card to you (as the Accountholder) and, at your request, to any Additional Cardholders

you nominate, 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 for any Card at any time (including on expiry). The use of the replacement Card will be subject to the terms of this Facility.

## 7. Transaction restrictions

The Bank may allow the Accountholder to elect to place restrictions on various types of transactions that may be undertaken by the use of a Card or Card details. The restrictions may be applied to individual Cardholders or all the Cardholders under the Facility. The types of restrictions include whether a Cardholder may undertake Cash Advance transactions with the Card.

Other restrictions may be available at the discretion of the Bank.

The Accountholder agrees to notify each Cardholder of any restrictions that apply to the use of their Card.

There may be instances where the restrictions placed on a Card may not be effective. This is usually where electronic approval of transactions is not available (e.g. at paper credit card merchants or where electronic authorisation networks may not be fully functioning). In these circumstances, it may be possible for a Cardholder to perform a transaction that would otherwise be restricted.

The Accountholder agrees that:

- › it is liable to the Bank for all such transactions; and
- › in no circumstances will the Bank be liable to the Accountholder, because any transaction for which authorisation is sought proceeds notwithstanding a restriction nominated by the Accountholder.

## 8. Facility Limit

Your Facility Limit is the amount specified as the Facility Limit in the Financial Table or such other amount as we may authorise.

Subject to any daily or other transaction limits, you (and any Additional Cardholders) may draw down credit up to the Facility Limit.

The balance of your Card Account must not exceed your Facility Limit without our approval.

Your Facility Limit does not change simply because we may debit an amount to your Card Account that causes the account balance to exceed your Facility Limit.

We will only increase your Facility Limit at your request or with your written consent.

We can, however, reduce your Facility Limit at any time, whether or not you are in default under the Facility and without prior notice to you. We will advise you if we do so.

We may, from time to time, set a minimum Facility Limit. Although you may seek to reduce your Facility Limit at any time, if you seek to reduce your Facility Limit below such a minimum, we may close, or ask you to close, the Facility.

We reserve the right not to increase the credit available to you 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 to you.

## 9. Changes to the Facility

Subject to the Commercial Cards Account Access Conditions of Use, we may change the terms of the Facility at any time without your consent.

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

We will give you notice of:

- (a) an increase in any of the annual percentage rates;
- (b) a variation of a fee or charge;

- (c) the introduction or variation of a government charge (unless the change is publicised by a government body); or
- (d) 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.

## 10. Change of particulars

You must inform us immediately of any change in your name or address. You must advise the Bank immediately by telephone, facsimile, email or an electronic means as agreed to by the parties. An advice by telephone may need to be confirmed in writing.

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

## 11. Balance Transfers

The Accountholder or Cardholder may at any time request us, and we may agree, to carry out a balance 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 approved credit limit for the Card Account is available to the Accountholder and the Cardholder; and
- › a photocopy of the most recent statement for the account from which the transfer is made is provided.

We will process balance transfers in the order that the Accountholder or Cardholder requests them and we will not be responsible for any delay or any charges in connection with processing a request for a balance transfer.

## 12. Additional Cardholders

You can nominate up to three other people to have an additional Card for the purpose of operating your Card Account.

When issued to an Additional Cardholder a 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 Additional Cardholder will be liable for any failure of the Additional Cardholder to comply with the terms of the Facility and for all transactions performed by the Additional Cardholder (or any other person with the Additional Cardholder's knowledge and consent). The Accountholder will remain liable until the authority of an Additional Cardholder to operate the Card Account is cancelled. The authority of the Additional Cardholder is only cancelled when we cancel the Additional Cardholder's Card pursuant to Clause 13 of these Terms and Conditions, or when:

- (a) we have received the Accountholder's written request to cancel the Additional 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.

You can cancel an Additional Cardholder's authority to operate your Card Account by written request and by either returning their Card to us, satisfying us that the Card has been destroyed or satisfying us that you have taken all reasonable steps to procure its return to us.

Until then, you will remain liable for the transactions of the Additional Cardholder.

Additional Cardholders may request information about your Card Account (e.g. your Card Account balance and amount of available credit) at any time but they cannot authorise any changes to your Card Account (e.g. increase the credit limit, change the address).

You agree that you are responsible to ensure that Additional Cardholders comply with the terms of the Facility.

### 13. Cancellation

- (a) You may close your Card Account 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 your Card Account.
- (b) We may close your Card Account 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 when we have done so.

If we decide not to provide you with any further credit (and whether or not we have cancelled your Card):

- › 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 the Card Account);
- › unless we have demanded that you repay the entire outstanding balance of your Card Account as contemplated in paragraph 16, you must pay the minimum payments due each month, and statement of account will continue to be issued until the outstanding balance on the Card Account 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 your Facility is closed, or we decide not to provide you with any further credit (and whether or not we have cancelled your Card), you must also cancel any Direct Debit Request or other periodical debit authority operating in respect of the Card Account. We suggest that you 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. However, we will not provide any replacement Cards 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 Commercial Cards Account Access Conditions of Use.

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

#### 14. Credit balance on the Card Account

The Card Account can have a credit balance. If it does, you may access that credit balance in addition to your credit limit. Any purchases, withdrawals or charges will first reduce that credit balance.

Any credit (positive) balance on your Card Account must not be greater than \$50,000. If at any time it exceeds this amount, you must immediately withdraw funds from the Card Account to bring it below that figure. If you do not do this, we may return the excess funds to you.

#### 15. Statement of account

We will issue you a statement of account on your Card Account at least every 6 months, and you will be sent a statement in each month where there is any activity on your Card Account or a balance outstanding on the Card Account greater than \$10. You may also request a statement of account at any time by calling us.

If you are receiving a statement of account 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 by you to provide more frequent account statements or copies of your account statements.

Amounts shown on your statement of account will be expressed in Australian currency.

It is your responsibility to check your statement of account carefully as soon as you receive it and immediately notify us of any errors or unauthorised transactions. Should you have any enquiries concerning your Card Account you must follow the procedures set out in the Commercial Cards Account



Access Conditions of Use.

So that you can check your statement of account, you are required to obtain from the Cardholders and keep copies of all vouchers, docketts, receipts and transaction records.

## 16. Payment

You must pay the minimum payment as shown on your statement of account by its due date.

The amount of minimum payment required or how it is calculated is set out in the Financial Table. You may pay more of the closing balance if you wish.

In addition, at any time, we may demand that you pay the entire outstanding balance of your Card Account.

If your statement of account refers to an "Amount Due Immediately", you must also pay that amount immediately on receipt of your statement of account.

All payments must be made in Australian currency.

Deposits and payments will not be treated as being received until their value is credited to your Card Account.

## 17. Fees

Subject to all applicable laws, you will pay all fees which apply to the Facility from time to time. The Financial Table specifies the types and amounts of fees and charges that are payable by you in respect of the Facility at the time the Facility is first offered to you. Fees may be introduced or changed. Bankwest may debit the fees and charges to your Card Account and they will appear on your statement of account.

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

## 18. Foreign currency transactions

Mastercard foreign currency transactions are converted from foreign currency into United States dollars and then converted into Australian dollars by Mastercard International Incorporated at a wholesale exchange rate selected by Mastercard International Incorporated on the processing date, which may differ

from the rate applicable to the date the transaction occurred and that applicable to the date the transaction was posted.

For all transactions occurring outside Australia (whether effected in foreign or Australian dollars) or if the Cardholder is in Australia (for example online) where the merchant, or the financial institution or entity processing the transaction, is located overseas, we will charge the Foreign Transaction Fee described in the Financial Table.

## 19. Government fees and charges

You are responsible for all government duties, rates, taxes and charges now, or in the future, charged on or otherwise payable in relation to your Facility, the supply or use of your Card or transactions debited or credited to your 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 to your Card Account on the last day of the statement period and they will appear on your statement of account.

If you are exempt from any government charges, an exemption authority issued by the appropriate government body must be provided to us to enable us to apply the exemption to the Facility.

## 20. Interest charges

The annual purchase percentage rate, the annual balance transfer percentage rate and the annual cash advance percentage rate that apply to this Facility are set out in the Financial Table.

The Financial Table may provide that an introductory purchase percentage rate or an introductory balance transfer percentage rate applies to your Card Account for an introductory period.

Unless an introductory purchase percentage rate applies, 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, and any other component of the closing balance on your statement of account 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”.

Unless an introductory balance transfer percentage rate applies, the annual balance transfer percentage rate will apply to all balance transfers (and to any interest charges debited in respect of such items). 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 other transfers (excluding balance transfers and BPAY payments) from your Card Account to other accounts and any other component of the closing balance on your statement of account 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”.

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 ‘introductory purchase daily percentage rate’ is calculated by dividing the introductory purchase percentage rate by 365 (or 366 if it is a leap year). The ‘introductory balance transfer daily percentage rate’ is calculated by dividing the introductory balance transfer percentage rate by 365 (or 366 if it is a leap year).

The 'unpaid daily balance' is the unpaid balance of your 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 your 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 your Card Account has a credit balance, our interest charges will not apply to debits to your Card Account for the period that the Card Account remains in credit.

Interest charges are calculated as follows:

- (a) We will not charge interest on annual purchase percentage rate items listed on a statement of account if you pay in full the closing balance of that statement of account and have also paid in full the closing balance of the immediately preceding statement of account, in each case by the due date shown on the relevant statement of account.
- (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 your 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) We charge interest on the amount of any annual balance transfer percentage rate item from the date the item is debited to your 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 your 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 your 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.
- (e) We will not charge interest on introductory purchase percentage rate items listed on a statement of account if you pay in full the closing balance of that statement of account and have also paid in full the closing balance of the immediately preceding statement of account, in each case by the due date shown on the relevant statement of account.
- (f) Subject to (e) above, we charge interest on the amount of any introductory 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 introductory purchase daily percentage rate to the average unpaid daily balance of your 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 (f) 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 introductory purchase percentage rate item, the date the item is debited to the Card Account.
- (g) We charge interest on the amount of any introductory balance transfer percentage rate item from the date the item is debited to your Card Account until paid in full. Interest is calculated monthly by applying the introductory balance transfer daily percentage rate to the average unpaid daily balance of your 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.

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 your statement period will be debited to your statement of account on the last day of the statement period.

Information on current interest rates is available on request.

## 21. Making payments

You can make payments to your Facility:

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

**Care!** The value of payments made to your Card Account may not be credited to your account, nor

therefore treated as received by us, on the day of lodgement as processing may take a number of days. Any cheques drawn on or deposited to your account, or bank cheque or other document deposited to your account or delivered to us in connection with a transaction on your account, becomes our property when we present the cheque or other document for payment (even if it is dishonoured) or when the transaction is otherwise complete but you retain the rights against the drawer and any endorser of any dishonoured cheque.

## 22. Dishonoured payments

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. The Financial Table sets out any such fees charged applicable at the time the Facility is offered.

## 23. Application of payments

We reserve at all times the right to apply your payments to any amounts debited to your Card Account in any order we think fit. Generally these payments will be applied to the amounts debited to the Card Account in the following order:

1. Interest amounts that appeared on statements we have issued
2. Fees that appeared on statements we have issued\*
3. Transactions that appeared on statements we have issued<sup>^</sup>
4. Interest amounts in relation to which we have not yet issued a statement
5. Fees in relation to which we have not yet issued a statement\*
6. Transactions in relation to which we have not yet issued a statement<sup>^</sup>

Within each of these steps, payments are first applied to the amounts which attract the lowest annual

\* Fees include but are not limited to annual/quarterly fees, loyalty fees, late fees, over limit fees and cash advance fees.

<sup>^</sup> Transactions include purchases, balance transfers and cash advances.

percentage rate and then in ascending order up to the amounts which attract the highest annual percentage rate.

If you have more than one credit contract with us and you make a payment to us then if you do not tell 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.

## 24. 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 the Card Account exceeds the Facility Limit;
- (c) the Accountholder or any Additional Cardholder does not comply with any other terms of the Facility; or
- (d) the Accountholder or any Additional 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 then, without limiting Bankwest's other rights including under clause 8, Bankwest may:

- (e) terminate the Facility and cancel all Cards; and
- (f) exercise its rights at law.

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

Interest charges will apply to all enforcement expenses (reasonably incurred by the Bank in the exercise of its rights as a result of any default by the Accountholder) until paid in full (see clause 20). 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.

## 25. 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.

## 26. Representations and warranties

The Accountholder makes the following representations and warranties:

- › This agreement is a valid and binding obligation enforceable in accordance with its terms;
- › Each financial statement and all other information given by it or on its behalf to the Bank is true and correct in every particular. There has been no material change in its operations since the date to which the relevant information relates;
- › There is no litigation, tax claim, dispute or administrative or other proceeding current or, to its knowledge, threatened, which may have a material adverse effect on it or its ability to perform its obligations under the Facility;
- › It does not hold any asset as the trustee of any trust except as disclosed in writing to the Bank.

These representations and warranties continue for as long as the Facility is in place.

## 27. Set off – no deduction

If the Accountholder has money in any account with the Bank (even if the accounts are managed under different brands, such as Commonwealth Bank), we can, but need not, use it to pay amounts owing under this agreement.

If the Card Account has a positive (credit) balance, the Bank may also use all or part of that balance to clear debts which the Accountholder owes the Bank in other loan or deposit accounts.

If the Bank acts as permitted by this clause, the balance of the account from which it has taken the money will reduce by the amount used for the purpose of clearing debts in other account(s).

We will not exercise this right if the Code applies to the

Accountholder and we are actively considering the Accountholder's financial situation under any hardship provisions or the Accountholder is complying with an agreed repayment arrangement. We may, however, require the Accountholder to retain funds in an account until our decision on the hardship application has been made.

To the maximum extent allowed by law, the Accountholder gives up any right to set off any amounts the Bank owes it (for example, credit balances in the Accountholder's accounts) against amounts the Accountholder owes under this agreement or any security for it.

The Accountholder will need to pay any money it is required to pay under this agreement without deducting amounts it claims are owing to the Accountholder by the Bank or any other person.

## 28. Assignment of rights and disclosures

This Facility cannot be assigned by you without our prior written consent.

We may assign, transfer or otherwise deal with our rights under this Facility. This will not affect your obligations under the Facility. If we transfer this Facility it will apply to the entity to which the transfer is made as if it were the Bank. To the maximum extent permitted by law any transfer will be free of any set-off, equity or cross claim which you would have had against the Bank or any entity to which the Facility is transferred but for this paragraph.

You consent to us disclosing on a continuous basis any information or documents relating to you or any Cardholder we consider necessary to assign such rights, manage the assigned Facility and assess your total liabilities to us and any related entity.

## 29. Evidence

You agree that a sales voucher, or any other record of a transaction provided to a Cardholder by a merchant, is sufficient 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, you also agree 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.

### 30. 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 you agree 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.

### 31. Indemnity and costs

The Accountholder agrees to indemnify the Bank for all losses, costs and expenses (including any legal costs paid or incurred, on an indemnity basis) it incurs in exercising its rights arising from the Accountholders failure to observe or perform any term of the Facility or the actual or contemplated enforcement of the Bank's rights under the Facility.

### 32. Applicable law

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

### 33. Information undertakings

You must:

- (a) give us all information specified in the Facility;
- (b) provide to us as soon as practicable (and in any event not later than 120 days) after the end of each financial year copies of the consolidated and unconsolidated accounts (audited, if required by us) (including statements of financial performance and financial position) of you and each Guarantor;
- (c) if requested by us, provide to us as soon as practicable (and in any event not later than 90 days)

after the end of each financial half year copies of the consolidated and unconsolidated unaudited accounts (including statements of financial performance and financial position) of you and each Guarantor;

- (d) if requested by us, provide to us monthly cashflow projections for the period requested by us;
- (e) if requested by us, provide to us actual to projected cashflow analysis, aged creditors and debtors list and Management Accounts within 30 days after the end of each quarter;
- (f) give us on demand the information and documents which we request from time to time in connection with:
  - (i) the Facilities; and
  - (ii) your business, property or financial condition and your Related Entities (including copies of tax returns).
- (g) 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.

## **Postal Address for Payments**

Payments can be mailed to the address shown on your statement of account.

## **Cardholder Enquiries**

For the cost of a local call, you can call us on 13 70 00 (24 hours, 7 days) for enquiries or information on our current interest rates, fees and charges.

## **Where to Report Lost or Stolen Cards (24 hours)**

Within Australia: 13 70 00 (cost of a local call)

Outside Australia: +61 8 9449 2840

**bankwest.com.au**

**13 70 00**

---

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

---

---

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

---

visit any store  
13 17 19  
[bankwest.com.au](http://bankwest.com.au)

BWA-BC45 010218 RGB



FOR BUSINESS