

# Plus Package Terms and Conditions

8212  
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Bank of Western Australia Ltd.  
ABN 22 050 494 454

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Bankwest agrees to provide the Bankwest Plus Package on the terms and conditions set out below:

### 1. Definitions

The following expressions have the following meaning:

#### **Applicant**

means a person who has applied for the Plus Package using the Application Form.

#### **Application Form**

means the Bankwest Plus Package application form.

#### **Bankwest, we, and us**

means the Bank of Western Australia Limited ABN 22 050 494 454 and its successors and assigns.

#### **Credit Card Account**

means any credit card accounts offered by Bankwest.

#### **Mandatory Lite Plus Home Loan**

means the first Lite Plus Home Loan applied for the Applicant, or, if more than one Applicant, by all of them.

#### **Mandatory Lite Transaction Account – ‘Direct Option’**

means the Lite Transaction Account – ‘Direct Option’ that is either nominated in the Application Form or is opened for the purposes of the Plus Package, that is:

- (a) held by an Applicant alone or jointly with other Applicants; and
- (b) not held jointly with any person who is not an Applicant.

#### **Optional Loan Account**

means any of the following Bankwest loan accounts each of which is:

- (a) held by an Applicant alone or jointly with other Applicants; and
- (b) not held jointly with any person who is not an Applicant:
  - a Bankwest Gold Home Loan
  - a Bankwest Equity Release Loan
  - a Bankwest Equity Access Loan
  - a Bankwest EasyDoc Loan
  - a Bankwest Fixed Interest Rate Home Loan
  - a Bankwest Low Doc Loan
  - a Bankwest Lite Home Loan
  - Bankwest Lite Plus Home Loan (other than the Mandatory Lite Plus Home Loan)
  - a Mortgage Shredder Home Loan and any of its variants
  - a Bankwest Premium Home Loan
  - a Bankwest Premium Select Home Loan
  - a Bankwest Personal Loan

#### **Package Holder**

means an Applicant who satisfies Clause 3.

#### **Plus Benefits**

means those benefits described in Clause 5.

#### **Substitute Mandatory Lite Transaction Account – ‘Direct Option’**

means a Lite Transaction Account – ‘Direct Option’ that a Package Holder substitutes for the Mandatory Lite Transaction Account – ‘Direct Option’ pursuant to Clause 6.2.

### 2. Agreement

This document contains the terms and conditions applying to the Bankwest Plus Package. By signing the Application Form, each Applicant agrees to these terms and conditions.

### 3. Package Holder Eligibility

In order to be a Package Holder, each Applicant must:

- (a) be a natural person (i.e. not a company, business, trust or any other non-natural person);
- (b) complete the Application Form; and
- (c) have applied for and hold the Mandatory Lite Plus Home Loan.

Additionally,

- (d) the amount advanced, or to be advanced, under the Mandatory Lite Plus Home Loan together with the amounts advanced and/or credit limits of the Optional Loan Account(s) must not be less than \$250,000; and
- (e) the Applicant, or if there is more than one, any Applicant must hold a Mandatory Lite Transaction Account – ‘Direct Option’.

### 4. Entitlement to Plus Benefits

- 4.1 Subject to Clause 4.2, the Plus Benefits will be made available and will continue subject to satisfaction of the following conditions:
  - (a) the Bankwest Plus Package Fee is paid in accordance with Clause 7.1;
  - (b) no Package Holder is in default of any Optional Loan Account or any account to which Plus Benefits may apply; and
  - (c) the Plus Package has not been cancelled in accordance with Clause 8.
- 4.2 The Plus Benefits only apply to a product listed in Clauses 5.1, 5.2 and 5.3 if the product is:
  - (a) held by a Package Holder alone or jointly with other Package Holders;
  - (b) not held jointly with any person who is not a Package Holder; and
  - (c) held for personal, domestic, household or investment use.
- 4.3 The Plus Benefits only apply to a Bankwest Credit Card Account if the account is held by a Package Holder for personal, domestic or household use.

### 5. Plus Benefits

The Plus Benefits are as follows:

- 5.1 Mandatory Lite Plus Home Loan
  - (a) an interest rate discount in accordance with the schedule to the Mandatory Lite Plus Home Loan contract; and
  - (b) Waiver of the fees referred to in Clause 5.2.

- 5.2 Optional Loan Accounts  
The following fees otherwise applying to an Optional Loan Account will be waived:
- (a) application fee, provided that the application fee falls due on or after a person becomes a Package Holder; and
  - (b) loan maintenance fees.
- 5.3 Mandatory Lite Transaction Account – ‘Direct Option’ or Substituted Mandatory Lite Transaction Account – ‘Direct Option’  
Waiver of the Monthly Fee.
- 5.4 Bankwest credit card account  
Waiver of the Annual Fee on as many Bankwest Credit Card Accounts as there are Package Holders. Each Package Holder may nominate one Bankwest Credit Card Account, which satisfies the criteria in Clause 4.3, to receive this benefit.

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## 6. Adding and removing accounts

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- 6.1 A Package Holder may at any time, by writing to us, nominate:
- (a) Optional Loan Accounts and a Bankwest Credit Card Account as accounts to which Plus Benefits are to be applied; and
  - (b) Optional Loan Accounts and a Bankwest Credit Card Account as accounts to which Plus Benefits are no longer to be applied.
- 6.2 A Package Holder may at any time by writing to us nominate a Substitute Mandatory Lite Transaction Account – ‘Direct Option’ but if there is more than one Package Holder, the written consent of all Package Holders to the nomination must be obtained and provided to us.
- 6.3 Nominations will not be effective until approved by us.

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## 7. Fees and Charges

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- 7.1 The Package Holder(s) agree to pay us a non-refundable annual Bankwest Plus Package Fee as described in the Application Form, or as varied from time to time.
- The first annual Bankwest Plus Package Fee will be automatically debited to the Mandatory Lite Transaction Account – ‘Direct Option’ upon settlement of the Mandatory Lite Plus Home Loan. A subsequent annual Bankwest Plus Package Fee will be debited to the Mandatory Lite Transaction Account – ‘Direct Option’ or, where relevant, to the Substitute Mandatory Lite Transaction Account – ‘Direct Option’, on each anniversary of the settlement of the Mandatory Lite Plus Home Loan until the Bankwest Plus Package is cancelled in accordance with Clause 8. The Package Holder(s) who own the Mandatory Lite Transaction Account – ‘Direct Option’ or the Substitute Mandatory Lite Transaction Account – ‘Direct Option’ authorise us to debit those accounts with the annual Bankwest Plus Package Fee in accordance with this clause.

- 7.2 If we incur any government tax, duty or other charge imposed by law in respect of the Bankwest Plus Package or its operation, we will debit any such amounts to the Mandatory Lite Transaction Account – ‘Direct Option’ or, where relevant, to the Substitute Mandatory Lite Transaction Account – ‘Direct Option’ and the Package Holder(s) who own those accounts authorise us to do so.

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## 8. Cancellation of Bankwest Plus Package

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- 8.1 We may cancel the Bankwest Plus Package immediately by written notice if, at any time, any of the conditions in Clause 4.1 is no longer satisfied.
- 8.2 We may cancel the Bankwest Plus Package by one month’s prior written notice.
- 8.3 Any Package Holder may cancel the Bankwest Plus Package by providing us with 7 days’ written notice.

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## 9. Changes to these Terms and Conditions

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- 9.1 We may at any time change these terms and conditions. We will notify Package Holders of changes as follows:
- (a) If we introduce a fee or charge, we will give Package Holders notice of the change at least 30 days before the change takes effect by writing to a Package Holder
  - (b) If we make any other change we will give Package Holders notice of the change no later than the day on which it takes effect, by advertisement in the national or local media or by writing to a Package Holder.
- 9.2 Unless publicised by a government, government agency or representative body, we will notify Package Holders of the introduction or variation of a government charge payable directly or indirectly by a Package Holder in the national or local media or by writing to a Package Holder.

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## 10. Multiple Package Holders

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- 10.1 If there is more than one Package Holder, the following applies:
- (a) each Package Holder must fully comply with these terms and conditions as if the Package were in one name alone; and
  - (b) we can send notices and other documents (including a notice of a change to these terms and conditions) by mailing them to any Package Holder and they will be taken to have been given to all Package Holders.

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## 11. Service of Notices

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- 11.1 Where, by these terms and conditions, we have agreed to write to a Package Holder or send a Package Holder a notice, or should we otherwise seek to communicate with a Package Holder, the communication may be sent to a Package Holder to the Package Holder's last known address. For joint Package Holders, see Clause 10.1(b).
- 11.2 If a Package Holder agrees to us doing so, we may provide such communications by:
- electronic communication to their nominated electronic address; or
  - making the information available on our website after first notifying the Package Holder by electronic communication to the Package Holder's electronic address that the information is available for retrieval. If a Package Holder agrees, the Package Holder may at any time by notice to us terminate their agreement to receive electronic communication or change their electronic address.

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## 12. Changes in particulars

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- 12.1 Each Package Holder must inform us immediately of a change in their name or address. This can be done by calling our Customer Help Centre on **13 17 18** or by writing to us.
- 12.2 We will not be responsible for any errors or losses associated with a change in particulars if we do not receive notice or adequate notice of the change.

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## 13. Contacting Us

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- 13.1 A Package Holder can contact us by:  
Calling our Customer Help Centre on **13 17 18**; or  
Writing to us at:  
**GPO Box E237**  
**Perth WA 6843**; or  
Visiting our website [www.bankwest.com.au](http://www.bankwest.com.au)
- 13.2 Where A Package Holder is required to give us written notice, they may do so by handing it in at any of our Customer Service Centres or by forwarding them by mail to:  
**GPO Box E237**  
**Perth WA 6843**

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## 14. Code of Banking Practice

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- 14.1 The Code of Banking Practice applies to the Bankwest Plus Package.
- 14.2 General descriptive information about our banking services is available on request in the form of our 'Banking Services Rights and Obligations' brochure. It includes, in particular, information about account opening procedures, our obligations regarding the confidentiality of a Package Holder's information, our complaint handling procedures, and on the advisability of each Package Holder's reading the terms and conditions applying to our banking services and of informing us promptly when a Package Holder is in financial difficulty.

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## 15. Exercise of our rights

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If we decide not to exercise a right, remedy or power, this does not mean we cannot exercise it later and all Package Holders agree we are not estopped 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.

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## 16. Assignment of our rights

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- 16.1 We may, without telling a Package Holder and without obtaining any Package Holder's consent, assign any of our rights under, or in connection with, the Bankwest Plus Package.
- 16.2 A Package Holder may not transfer any of their rights or obligations under these terms and conditions unless we give our consent in writing.
- 16.3 We may also give information about the Bankwest Plus Package, and a Package Holder's obligations under the Bankwest Plus Package, to anyone who is an assignee of our rights under the Bankwest Plus Package or is considering becoming an assignee.

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