



# Select CMA

## Terms and Conditions

Cash Management Accounts and Term Deposits



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# This booklet contains terms and conditions and general information relating to Select CMA and Select TD Accounts.

These accounts are issued by Westpac Banking Corporation (**Westpac**) and distributed and managed by DDH Graham Limited (**DDH**).

The booklet apart from Section F sets out the terms and conditions of the agreement between you and Westpac regarding Select CMA and Select TD Accounts and also contains general information about Westpac's banking services.

Section F of this booklet sets out the terms and conditions of the direct debit service agreement between you and DDH.

You should read this booklet before deciding to establish a Select CMA or a Select TD account.

For further information about your account (including account balances), you should contact the Adviser through whom you established the account.

You may also contact DDH or Westpac.

## **DDH may be contacted by:**

- calling them on their toll free number 1800 006 133 Monday to Friday 8:30 am to 5:30 pm AEST;
- visiting their website at [www.ddhgraham.com.au](http://www.ddhgraham.com.au);
- emailing them at [moneymarket@ddhgraham.com.au](mailto:moneymarket@ddhgraham.com.au);
- faxing them at (07) 3229 2014; or
- writing to them at DDH Graham Limited, GPO Box 330, Brisbane QLD 4001.

## **Westpac may be contacted by:**

- calling Westpac on our toll free number 1800 804 728; or
- writing to Westpac at Level 2, 275 Kent Street, Sydney NSW 2000.

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# Section A – General terms and conditions that apply to your accounts.

## 1. Important words

**“Account”** means a Select CMA or a Select TD Account.

**“Adviser”** means the financial advisory or stockbroking company or firm through whom you established your account. You can specify the level of authority you wish to give your Adviser in the Application Form or by submitting an Appointing/Changing a Financial Adviser Form. You can change your Adviser at any time by submitting an Appointing/Changing a Financial Adviser Form or an Appointing an Authorised Signatory Form (as appropriate).

**“AML/CTF Laws”** means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and all regulations and rules made under that act.

**“Application Form”** means the written form in which you inform us that you would like to open a Select CMA.

**“Authorised Signatory”** means any person appointed in accordance with clause 17 as your authorised signatory in relation to your account.

**“Banking Code”** means the Australian Banking Association’s banking code of practice as updated, and adopted by us, from time to time.

**“Banking Business Day”** means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

**“BPay”** means BPay Pty Ltd ABN 69 079 137 518.

**“BPay Payment”** means a payment made from your Select CMA by means of the BPay Scheme.

**“BPay Scheme”** means the scheme operated by BPay described in clause 46.

**“Business Day”** means a day we are open for business, but does not include a Saturday, Sunday or any public holiday.

**“DDH”** means DDH Graham Limited ABN 28 010 639 219 ASFL 226319 as well as any other person, appointee or replacement agreed to or nominated by us.

**“DDH Online Services”** means the online services offered by DDH through which you can obtain information regarding your account and give certain instructions regarding your account (see clause 24).

**“Direct Debit Request”** means:

- (a) a request from you to DDH (in the Application Form, a Regular Savings Plan Form or in another form approved by us for this purpose from time to time) to make one or more direct debits from an account you hold at another Financial Institution with the direct debit amounts being credited to your Select CMA; or
- (b) a request from you to Westpac to make a payment through the BPay Scheme where DDH direct debits the required funds from your Select CMA to a Westpac office account prior to Westpac making the BPay Payment using the funds transferred to the office account.

**“Financial Institution”** means any bank or building society or credit union in Australia.

**“Grace Period”** means the 7 day period commencing the day after the Maturity Date.

**“GST”** means any tax imposed on the supply of any goods, services, real or personal property or other similar things or similar tax.

**“including”, “such as” or “for example”**, when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

**“Maturity Date”** means, for the purpose of a Select TD Account, the date on which the fixed term for the Select TD Account ends.

**“Nominated Account”** means the bank account you nominate from time to time in the Application Form or an Account Nomination Form as account to which money withdrawn from your Select CMA may be transferred without the need for a signed Withdrawal Form.

**“Nominated BPay Biller”** means a BPay Biller you nominate from time to time in the Application Form or a BPay Biller Linking Form as a BPay Biller to which money withdrawn from your Select CMA may be transferred without the need for a signed Withdrawal Form – BPay.

**“Office Bearer”** of an entity means a director (in the case of a company), a partner (in the case of a partnership), a trustee (in the case of a trust) or a chairman, secretary or treasurer (in the case of an association or co-operative).

**“Select CMA”** means a Select CMA account you hold with us and opened and accessed through your Adviser and DDH.

**“Select TD Account”** means a Select TD Account you hold with us and opened and accessed through your Adviser and DDH.

**“Small Business”** as the meaning given to it in the Banking Code.

**“Terms and Conditions”** means the terms and conditions for Select CMA and Select TD Accounts set out in this booklet and any changed or new terms and conditions we inform you about.

**“Unauthorised Electronic Transaction”** means an electronic transaction not authorised by you or your agent (including your Authorised Signatory or your Adviser acting within any authority you have given them in accordance with clauses 16 and 17) to which Chapter C of the ePayments Code applies.

**“Westpac”, “we”, “us”, “our” and “ours”** mean Westpac Banking Corporation ABN 33 007 457 141 AFSL 233714.

**“Westpac Company”** means a subsidiary of Westpac.

**“you”, “your” and “yours”** mean the account holder.

## **2. About this booklet**

- 2.1 The Terms and Conditions set out the terms and conditions that govern your account.
- 2.2 You should read the Terms and Conditions carefully and any other terms and conditions we give you which we inform you apply to an account before you enter into the relevant contract with us.
- 2.3 The relevant provisions of the Banking Code will apply to your account if you are an individual or a Small Business. We warrant we comply with the Banking Code where it applies.
- 2.4 We warrant that we will comply with the ePayments Code, where it applies. Where the ePayments Code applies to a transaction, the Terms and Conditions must be interpreted and applied in a manner consistent with the ePayments Code.

## **3. Changes to the Terms and Conditions**

- 3.1 The Terms and Conditions can be changed by us at any time if we change it in accordance with any applicable law.



3.2 Subject to clauses 3.9 and 3.10, we will notify you of any change to the Terms and Conditions in accordance with the times set out in the table.

TYPE OF CHANGE	NOTIFICATION WE WILL GIVE YOU
<p>A. If we:</p> <ul style="list-style-type: none"> <li>(a) introduce a new fee or charge (other than a Government fee or charge - see clause 3.9); or</li> <li>(b) increase any fee or charge; or</li> <li>(c) change the method of calculating interest; or</li> <li>(d) change the frequency that interest is debited or credited; or</li> <li>(e) change the balance ranges within which interest rates apply to your account; or</li> <li>(f) change an interest rate margin.</li> </ul>	<p>We will give written or electronic notice to you at least 30 days before the change affects you.</p>
<p>B. If we make any other change to the Terms and Conditions.</p>	<p>We will notify you in the media, in writing or electronically, as soon as reasonably possible (which may be before or after the change is made) or, if the change is unfavourable, at least 30 days before the change takes effect.</p>

3.3 You will be notified in one of the following ways:

- (a) by written notice sent to you or your Adviser directly or placed as an advertisement in the media, depending on the change to the Terms and Conditions;
- (b) electronically (where the Banking Code and the ePayments Code permit and if you agree);
- (c) in any other way agreed to by you; or
- (d) by notifying your Adviser or your agent in any way agreed to by the Adviser or the agent, as appropriate.

3.4 If written notice needs to be given to you, we will regard that notice as given to you 3 Business Days after we post it by ordinary mail to the mailing address we have last recorded.

3.5 You must promptly tell DDH of any change of your name or address or other contact details. You must provide DDH with the documents required and provide a certified copy of evidence satisfactory to them of the change.

- 3.6 If you change your address and don't tell DDH, you will be considered to be notified if we write to the old address.
- 3.7 If we receive returned mail for your account because you have not told us of a change of address, a stop may be placed on your account so that you cannot withdraw money or otherwise access your account until you contact DDH and inform us or them of your change of address.
- 3.8 If an account is a joint account and all account holders live at the same address, you agree that one account holder will be appointed the agent of the other account holders for the purposes of receiving notices under this clause 3. This means that only one notice will be sent for your account.
- 3.9 If the Government introduces a Government charge payable directly or indirectly by you, you agree to receive notice in the media or in writing.
- 3.10 We can also give you a shorter notice period (or no notice) if we believe that it is necessary to avoid, or to reduce, a material increase in our credit risk or our loss.
- 3.11 Where the Banking Code and the ePayments Code permit and if you agree, DDH may use electronic means to communicate with you. For example, sending you electronic statements, written notices or other communications about our products and services.

#### **4. Privacy**

- 4.1 We handle your personal information in accordance with the privacy statement in the Application Form and in our privacy policy. Our privacy policy, available at [www.westpac.com.au](http://www.westpac.com.au) or by calling 132 032, contains information about how we handle your personal information, including how to access your information, seek corrections and make complaints.
- 4.2 DDH handles your personal information in accordance with its privacy policy and collection statement which are available at [www.ddhgraham.com.au](http://www.ddhgraham.com.au)

#### **5. Certification of US tax status**

- 5.1 We are required to identify certain US persons in order to meet account information reporting requirements under local and international laws.
- 5.2 If you or (where you are an entity) any Office Bearer of the entity and/or any individual who holds an interest in the entity of more than 25% (a **Controlling Person**) are a US citizen or US tax resident, you must telephone 1300 663 738 at the time of completing the Application Form. When you contact us you will be asked to provide additional information about your US tax status and/or the US tax status of any Controlling Person which will constitute certification of US tax status for the purposes of the Application Form.

- 5.3 Unless you notify us that you and/or any Controlling Person are a US citizen or US tax resident as specified in clause 5.2, completing the Application Form constitutes certification that you and/or any Controlling Person are not a US citizen or US tax resident.
- 5.4 If at any time after account opening, information in our possession suggests that you and/or any Controlling Person may be a US citizen or US tax resident, you may be contacted to provide further information on your US tax status and/or the US tax status of any Controlling Person. Failure to respond may lead to certain reporting requirements applying to the account.

## **6. Problems and disputes**

- 6.1 Sometimes you may want to talk about problems you are having with DDH or Westpac. Fixing these problems is very important to both DDH and Westpac. We have put in place ways of dealing with your issues quickly and fairly and aim to resolve your complaint at your first point of contact with us. In the first instance, we recommend you contact our agent, DDH, but you may also contact Westpac directly. Contact details for both DDH and Westpac are found on page 3 of this booklet.
- 6.2 If neither DDH nor Westpac have been able to deal with your issues to your satisfaction, you may be able to lodge a complaint with the free, independent external dispute resolution scheme, the Australian Financial Complaints Authority Limited (AFCA). AFCA's details are set out below.
- Australian Financial Complaints Authority  
Online: [www.afca.org.au](http://www.afca.org.au)  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Phone: 1800 931 678 (free call)  
Mail: Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001.
- 6.3 ASIC also has a free call infoline on 1300 300 630, which you may use to make a complaint and obtain further information about your rights.
- 6.4 If you have a complaint, which relates to the BPay Scheme and you are not an individual, then we will resolve your dispute in accordance with dispute resolution procedures established under the BPay Scheme.

## **7. Consumer law**

Nothing in these Terms and Conditions has the effect of excluding, restricting or modifying any rights, which by law cannot be excluded, restricted or modified.

## **8. Sanctions and appropriate use of our services**

- 8.1 You warrant that your use of the services we provide will not breach any law of Australia or any other country.
- 8.2 Where we consider it necessary for us to meet our regulatory and compliance obligations under the law of Australia or any other country:
- (a) you must provide us with any information we reasonably request;
  - (b) we will disclose information we hold to regulatory and law enforcement agencies, other Financial Institutions, Westpac Companies and third parties; and
  - (c) we may delay, block or refuse to provide any of our services or close your account (including a Select TD Account prior to the end of the fixed term).
- 8.3 Where we close your account we will pay you the balance of the account plus any accrued but not yet credited interest on the account at the interest rates then applying to them. In the case of your Select CMA, these amounts will be paid to you in accordance with clause 38.4. In the case of any Select TD Account, these amounts will first be credited to the linked Select CMA and then paid to you in accordance with clause 38.4.
- 8.4 We will not be liable to you or any other person for any loss or damage of any kind (including loss of interest) that may be suffered as a result of us exercising our rights under this clause.

## **9. GST**

- 9.1 We will tell you if any fees we charge you are GST inclusive.
- 9.2 If there is a situation in which we are required to pay GST on a payment you make to us, you agree to increase the amount of the payment to include the GST amount.
- 9.3 We will tell you of any additional GST amount you must pay on a payment.

## **10. Taxation**

Taxation law is complex and its application will depend on a person's individual circumstances. When determining whether or not this product is suitable for you, you should consider the impact it will have on your own taxation position and seek professional advice on the tax implications it may have on you.

## 11. Types of accounts

- 11.1 The Select CMA is an at call deposit account with no minimum opening balance.
- 11.2 The Select TD Account is a deposit account with a minimum opening balance of \$5,000, a fixed term of between 31 days and a maturity date of no later than 1 March 2021 and a fixed interest rate which is set at the time the account is established or renewed. As a Select TD Account is always linked to a Select CMA, you must have a Select CMA in order to establish a Select TD Account, but a number of Select TD Accounts can be linked to the same Select CMA.

## 12. Opening an account

- 12.1 When you open an account with us you:
- (a) must be aged 18 years or over;
  - (b) will need to provide information requested about you to your Adviser and DDH and information necessary to enable the identification of any Authorised Signatories. The type of information you need to provide will depend on a number of factors including whether or not you are an Australian resident and the type of account you seek to open (i.e. an individual, trustee of a trust, company, etc.).
- 12.2 To open a Select CMA, you must complete an Application Form. The completed Application Form, amongst other things:
- (a) authorises your Select CMA to be opened;
  - (b) confirms the details of your Select CMA (e.g. the name and/or capacity in which it is held);
  - (c) confirms your details including your residential and mailing address, occupation, contact number and email address;
  - (d) provides details of your nominated account;
  - (e) nominates the level of authority your Adviser has in relation to your account (see clause 16); and
  - (f) can appoint one or more Authorised Signatories (see clause 17).
- 12.3 You cannot open a Select TD Account unless you already have a Select CMA, but if you have a Select CMA you may give DDH instructions regarding the establishment of one or more Select TD Accounts. The Select TD Accounts will then be linked to your Select CMA and the details mentioned in clause 12.2 will then apply to the Select TD Accounts as well.
- 12.4 You cannot close your Select CMA unless you also close any linked Select TD Accounts.

12.5 You may quote us your Tax File Number (**TFN**) or an exemption, if one applies. Collection of TFNs by us is authorised by tax law. Quotation is not compulsory but tax may be taken out of your interest if you do not quote your TFN or an exemption. General descriptive information about TFNs is in clause 63.

12.6 We have the right to refuse to open an account for any reason.

### **13. Warranties**

13.1 By signing the Application Form, you warrant that:

- (a) all information (including any documents) that you have given your Adviser or DDH in connection with opening your Select CMA is true, up to date, correct and not misleading;
- (b) you have (and if you are signing on behalf of an organisation, that organisation has) the power to open and operate the account; and
- (c) that power has not been altered or restricted in any way.

13.2 By signing the Application Form, you give your Adviser the authority specified in the Application Form (see clauses 16 and 17).

### **14. Account Combination**

14.1 In addition to our rights under clause 65, you acknowledge our right at law to at any time without notice to you to set-off or combine any of the balances of your account with the balance of another of the account you hold with us, unless the circumstances listed at clause 65.2 apply.

14.2 We will give you notice promptly after we combine your account.

14.3 You agree that you may not set off amounts we owe you (for example, the balances in your account) against amounts you owe us.

### **15. Joint Account**

15.1 You can open an account in your name or with one or more persons.

15.2 The liability of account holders, where an account is held in joint names, is joint and several unless the contract with us states otherwise. This means each and all of the account holders are liable for the whole of any debit balance on the account. We can sue all or any of the account holders for an amount owing on an account.

- 15.3 If a joint account holder dies or becomes bankrupt, their estate will be liable to the same extent as that joint account holder was. If a joint account holder dies and there is a credit balance the money does not go to the deceased joint account holder's estate (and so to the beneficiaries under their will) but to the other joint account holders. If there is more than one, those remaining account holders hold the credit balance jointly.
- 15.4 Joint account holders may appoint one or more of the joint account holders or other persons to operate their account through the Authorised Signatory section of the Application Form or by completing and signing an Appointing an Authorised Signatory Form. Where joint account holders wish to appoint more than one Authorised Signatory, they must use the Appointing an Authorised Signatory Form which allows them to specify how many Authorised Signatories have to sign to operate their account. See clause 17 for more information regarding Authorised Signatories.
- 15.5 If we are made aware of any dispute regarding a joint account, we may decide to only permit operation of the account if all joint account holders sign. We will normally treat all Authorised Signatory appointments for operating joint account as cancelled once we know of a joint account holder's death (and certain conditions have been met) or of a joint account holder's bankruptcy.
- 15.6 Regardless of any authorities to operate, any party to a joint account can require us to operate the account only on the signature of all parties. This might be done if there is a dispute between the joint account holders.

## **16. Giving Advisers Authority Regarding Your Account**

- 16.1 In the Application Form you can specify the level of authority you wish to give your Adviser in relation to your account. Subsequently you can change your Adviser or change the level of authority you have given your Adviser by submitting an Appointing/Changing a Financial Adviser Form.

16.2 You can give your Adviser the following levels of authority:

- (a) **Full Authority:** This enables your Adviser to operate your Accounts and to conduct any transactions on your account that you could and includes permitting your Adviser to:
  - (i) establish for you Select TD Accounts linked to your Select CMA;
  - (ii) authorise withdrawals from your Select CMA to any account (whether in your name, the Adviser's name or otherwise);
  - (iii) give maturity instructions regarding any Select TD Accounts linked to your Select CMA;
  - (iv) close any Select TD Account, including closing it before the end of the fixed term;
  - (v) close your Select CMA; and
  - (vi) obtain information regarding your Select CMA and any linked Select TD Accounts.
- (b) **Standard Adviser Authority:** This enables your Adviser to:
  - (i) establish for you Select TD Accounts linked to your Select CMA;
  - (ii) authorise withdrawals from your Select CMA to your nominated account or Select TD Accounts linked to your Select CMA;
  - (iii) give maturity instructions regarding any Select TD Accounts linked to your Select CMA;
  - (iv) reduce the amount of any existing regular payment from your Select CMA; and
  - (v) obtain information regarding your Select CMA and any linked Select TD Accounts.
- (c) **Fee Authority:** This enables your Adviser to:
  - (i) do anything which is permitted by Standard Adviser Authority; and
  - (ii) authorise withdrawals from your Select CMA in order to pay the Adviser's fees.
- (d) **Tax Authority:** This enables your Adviser to:
  - (i) do anything which is permitted by Standard Adviser Authority; and
  - (ii) authorise withdrawals from your Select CMA in order to make payments to the Australian Taxation Office.
- (e) **Enquiry Authority:** This only enables your Adviser to obtain information regarding your Select CMA and any linked Select TD Accounts.

16.3 Any authority you give your Adviser in accordance with this clause 16 can be exercised by any authorised signatory of the Adviser, provided they are registered with DDH as an authorised signatory of the Adviser.



16.4 The Adviser is not an agent of Westpac or DDH and any authority you give an Adviser in relation to your account is given at your own risk. Neither we nor DDH are liable for any loss or damage caused to you by your Adviser or any authorised officer of your Adviser, except where it arises from fraudulent conduct by our agent (including DDH) or employee or if we are liable under a statute or, where applicable, the Banking Code or the ePayments Code.

16.5 You consent to us giving your Adviser information about your account.

16.6 You release us and DDH from and indemnify us and DDH against all losses and liabilities arising from any payment that we make or action we or DDH take in accordance with the level of authority you have given your Adviser based on any instruction that DDH receives electronically or by fax bearing your account number and a signature apparently that of your Adviser or any authorised officer of your Adviser.

## **17. Authorised Signatories**

17.1 You may appoint another person to operate your account through the Authorised Signatory section of the Application Form or by completing and signing an Appointing an Authorised Signatory Form. Where you appoint more than one Authorised Signatory, you must use the Appointing an Authorised Signatory Form which allows you to specify how many Authorised Signatories have to sign to operate your account. Authorised Signatories must be identified by us in accordance with our standard procedure for the identification of individuals.

17.2 By appointing an Authorised Signatory, you instruct us to allow a person to be authorised to operate your Accounts and to conduct any transactions on your Accounts that you could. An Authorised Signatory may not appoint another person as an Authorised Signatory.

17.3 The authority an Authorised Signatory will have includes:

- (a) establishing for you Select TD Accounts linked to your Select CMA;
- (b) authorising withdrawals from your Select CMA to any account (whether in your name, the Authorised Signatory's name or otherwise);
- (c) giving maturity instructions regarding any Select TD Accounts linked to your Select CMA;
- (d) closing any Select TD Account, including closing it before the end of the fixed term;
- (e) closing your Select CMA; and
- (f) obtaining information regarding your Select CMA and any linked Select TD Accounts.

17.4 The appointment of one or more Authorised Signatories does not prevent the holder of an account also giving instructions in relation to the operation of the account.

- 17.5 The appointment of an Authorised Signatory will remain in force until DDH receives written notice of cancellation or written notice of the death of the person granting the authority and that written notice has been processed by us (this may take up to 2 Business Days). Notice of cancellation may be signed by any surviving account holders.
- 17.6 If we are notified of a dispute regarding the appointment of an Authorised Signatory or we otherwise have concerns regarding an appointment, we may require you to complete and sign a new Appointing an Authorised Signatory Form before we allow further operation on your account by an Authorised Signatory.
- 17.7 We will not allow a person or entity to operate your account until his or her identity has been verified in accordance with our procedures prescribed by the AML/CTF Laws and any other identification procedures we require.
- 17.8 You appoint persons to operate your account at your own risk. Neither we nor DDH are liable for any loss or damage caused to you by persons authorised to operate your account, except where it arises from fraudulent conduct by our agent (including DDH) or employee or if we are liable under a statute or, where applicable, the Banking Code or the ePayments Code.
- 17.9 For your Select CMA, you are liable to pay for (or to repay) any credit provided to any Authorised Signatory. Account will be debited with all transactions made on your account by an Authorised Signatory. Accordingly, you are responsible for all these transactions as if you had made them yourself.
- 17.10 You consent to us giving each Authorised Signatory information about your account.
- 17.11 You release us and DDH from and indemnify us and DDH against all losses and liabilities arising from any payment that we make or action we or DDH take based on any instruction that DDH receives electronically or by fax bearing your account number and a signature apparently yours or that of an Authorised Signatory.

## **18. Statements of Account**

- 18.1 Each statement of account will show all the transactions made to and from your Select CMA and the balance of all linked Select TD Accounts you have. Statements of account will be sent to you quarterly or semi-annually, depending on the frequency specified by you in the Application Form.
- 18.2 For any Select TD Accounts, a confirmation will also be sent to you on the establishment or renewal of the account.

- 18.3 The statements of account will be provided to you in one of the following ways:
- (a) in writing;
  - (b) electronically (where the Banking Code and the ePayments Code permit and if you agree);
  - (c) in any other way agreed to by you; or
  - (d) by notifying your agent in any way agreed to by the agent.
- 18.4 You should check the entries on your statements of account carefully and promptly report any error or unauthorised transaction to DDH.
- 18.5 Any credit made in error to your account must be returned to us as soon as possible. We will debit the relevant account for that amount even if it will result in the account being overdrawn, and if necessary take recovery proceedings against you.
- 18.6 If you are a joint account holder living at the same address as another joint account holder of the same account, you can request that one account holder be appointed the agent of the other account holders for the purposes of receiving the statements of account. This means that only one statement of account will be sent for the account. If you do not request us to send the statement of account to that address or if joint account holders live at different addresses notified to us, on request we will send statements to different addresses.
- 18.7 We may charge you an additional fee if you require copies of your statements of account. The details of the additional fees payable are set out in Section H.

## **19. Interest**

### ***General interest terms applicable for your account***

- 19.1 Details of the current interest rate for your account are:
- (a) printed on your statements of account;
  - (b) in the case of a Select TD Account, printed on the confirmation we send when the Select TD Account is established or renewed; and
  - (c) available on request or from DDH or your Adviser.
- 19.2 Interest is calculated daily on the balance of your account at the end of each day, including the day of deposit but excluding the day of withdrawal.

### ***Interest terms applicable only to your Select CMA***

- 19.3 Interest is credited to your Select CMA on the last Business Day in each month and on the day we close your Select CMA.
- 19.4 Any interest credited to your Select CMA is available for your use on the next Business Day after it has been credited to your Select CMA.
- 19.5 We may change the interest rate applicable to your Select CMA at any time.

### ***Interest terms applicable only to your Select TD Accounts***

- 19.6 The interest rate payable on a Select TD Account is fixed for the entire term of the deposit (fixed term) unless we agree that you can withdraw all or part of the deposit before the end of that term. There are different interest rates which apply to different terms. The actual interest rate which applies to a Select TD Account will be set out in the confirmation that we send you when the Select TD Account is opened or renewed.
- 19.7 Interest for your Select TD Accounts will be credited to your linked Select CMA.
- 19.8 Interest on a Select TD Account will be paid monthly, quarterly, semi-annually, annually or, for fixed terms of less than 12 months, on maturity, as specified by you when you give the instructions for the establishment or renewal of the account. Any interest on a Select TD Account which has accrued but has not already been credited will be credited on the Maturity Date.

### ***Early withdrawal from a Select TD Account***

- 19.9 We do not have to agree to a withdrawal from a Select TD Account before the end of the fixed term, but if we do agree to a withdrawal:
- (a) partial withdrawals are not permitted, so the account will be closed and the balance in the account will be transferred to the linked Select CMA; and
  - (b) the interest payable on the Select TD Account may be recalculated on the whole balance in the account for the part of the fixed term up to the date on which the withdrawal occurs.
- 19.10 A recalculation of interest under this clause 19 applies whether or not interest has already been paid to you. If interest has already been paid to you, the difference between the interest already paid and the amount of recalculated interest may be deducted first from accrued interest and then from the principal at the time of the withdrawal.

19.11 The interest rate recalculation applied to the interest generated on a Select TD Account will depend upon the percentage of the fixed term elapsed and our reasonable estimate of our loss arising as a result of your withdrawal of funds prior to the end of the term. This interest rate will be advised by us or DDH when you request the withdrawal.

## **20. Fees and charges**

20.1 There are no periodic account fees or transaction fees and charges payable on account. Fees are payable for other banking services on your request (see Section H). Information on current standard fees and charges is available on request. We will debit these from your Select CMA when they are payable.

20.2 We may introduce fees and charges relating to account and change those fees and charges from time to time. We will, however, give you prior written notice of this in accordance with clause 3.

## **21. Unclaimed Money**

If you have not made a deposit or withdrawal from an account for seven years, we may close the account and transfer any prescribed money in the account to the Government. We will usually notify you before we close the account, but there may be circumstances where we are not able to do so (such as where DDH's record of your address is out of date). You can contact DDH to find out how to recover unclaimed money (although it may take three months or more to recover money that has been transferred to the Government).

### **DDH may be contacted by:**

- calling them on their toll free number 1800 006 133 Monday to Friday 8:30 am to 5:30 pm AEST;
- visiting their website at [www.ddhgraham.com.au](http://www.ddhgraham.com.au);
- emailing them at [moneymarket@ddhgraham.com.au](mailto:moneymarket@ddhgraham.com.au);
- faxing them at (07) 3229 2014; or
- writing to them at DDH Graham Limited, GPO Box 330, Brisbane QLD 4001.

## Section B – Access to and operation of your account

### 22. General

- 22.1 Westpac branches do not have access to information regarding your account and you are not able to make withdrawals or deposits or arrange other transactions or operations regarding your account through Westpac branches. You should instead contact your Adviser (if you have given them authority regarding your account – see clauses 16 and 17) or DDH.
- 22.2 We are not obliged to act upon any instructions which appear, in our opinion, to be contrary to any applicable law, regulation, government, court or regulatory body's order, rule or direction, or in circumstances which we deem inadvisable to effect such payments.
- 22.3 Subject to your rights and our obligations under the ePayments Code, you acknowledge that we may act, or decline to act, on any deposit or other instruction at our discretion and that we will be under no liability to you by reason of any act or omission whether or not negligent and whether or not pursuant to your request.

### 23. DDH

- 23.1 We have appointed DDH as our agent in connection with the operation and administration of your account. Consequently, DDH and its employees, agents and consultants will have access to your personal financial information in respect of your account and you authorise us to provide such access.
- 23.2 At our discretion we can elect to:
- (a) do ourselves anything which these Terms and Conditions specify can or should be done by DDH; or
  - (b) arrange for DDH to do anything which these Terms and Conditions specify can or should be done by us.
- 23.3 We pay DDH management fees in connection with your account. We pay these management fees directly and do not charge them to your account.
- 23.4 If DDH becomes insolvent, is wound up or ceases to be our agent for any reason, we may be required to appoint another agent in connection with the operation and administration of your account or make other arrangements in relation to their operation and administration. We will promptly advise you of this.

23.5 You can contact DDH to obtain information or give instructions regarding your account by the following means:

- (a) through DDH Online Services (see clause 24);
- (b) by telephone, email, fax or letter (contact details are on page 3 of this booklet); or
- (c) through your Adviser, where you have given your Adviser authority regarding your account.

## **24. DDH Online Services**

24.1 Subject to clause 24.2, DDH Online Services can be used to:

- (a) obtain information regarding your account (including account balances and transaction histories);
- (b) give us instructions for the electronic transfer of amounts from your Select CMA such as EFT and BPay (see also clause 30); or
- (c) give us instructions for BPay Payments to be made to a BPay Biller from your Select CMA (see also Section E).

24.2 If you wish to use DDH Online Services you need to separately register for DDH Online Services by completing the relevant section of the Application Form or completing and submitting to DDH an Online Services Registration form. The provision of the DDH Online Services will then be governed by DDH's Online Services Terms and Conditions, which constitute a contract between you and DDH. A copy of DDH's Online Services Terms and Conditions is available at [ddhgraham.com.au](http://ddhgraham.com.au). Westpac does not guarantee DDH's performance of its obligations under those Online Services Terms and Conditions.

24.3 DDH's Online Services Terms and Conditions specify the daily and other limits which apply to transactions the instructions for which can be given through DDH Online Services.

## 25. Security of your login password

25.1 If you register to use DDH Online Services:

- (a) the security of your DDH Online Services login password is very important and you must take security measures to protect that password in accordance with this clause 25; and
- (b) we strongly recommend that you select a DDH Online Services login password that you can remember without the need to make a written record of it.

25.2 You must not:

- (a) voluntarily disclose your DDH Online Services login password to anyone, including family members or friends;
- (b) keep a written record of your DDH Online Services login password on one or more articles liable to be lost or stolen simultaneously without making a reasonable attempt to protect the security of the password; or
- (c) act with extreme carelessness in failing to protect the security of your DDH Online Services login password.

If you fail to comply with these requirements and a loss occurs as a result of an Unauthorised Electronic Transaction, your liability for the loss will be determined in accordance with clause 26.

25.3 For the purposes of clause 25.2(b), but subject to clauses 25.4 and 25.5, a reasonable attempt to protect the security of a written record of your DDH Online Services login password includes making any reasonable attempt to disguise the password within the record, or prevent unauthorised access to the record, including by:

- (a) hiding or disguising the password record among other records;
- (b) hiding or disguising the password record in a place where a password record would not be expected to be found;
- (c) keeping the password record in a securely locked container; or
- (d) preventing unauthorised access to an electronically stored password record.



25.4 If you require a memory aid to recall your DDH Online Services login password you may make a record of it provided the record is reasonably disguised. However, we do not consider that the following are examples of reasonable selection or disguise of a password:

- (a) describing your disguised record as a “password record” or similar;
- (b) disguising your password using alphabetical characters or numbers: A=1, B=2, C=3, etc;
- (c) selecting or disguising your password using any of the following (or parts of them) or combinations of any of the following (or parts of them):
  - (i) your or your family members’ dates of birth; or
  - (ii) your or your family members’ names; or
- (d) storing your password in a low security electronic device of any kind, such as (but not limited to):
  - (i) calculators;
  - (ii) personal computers; or
  - (iii) electronic organisers.

25.5 You agree not to select or disguise your DDH Online Services password in a manner described in any of the examples given in clause 25.4.

## **26. Liability for Unauthorised Electronic Transactions**

26.1 You must notify DDH as soon as possible if you become aware of or suspect:

- (a) the loss, theft or misuse of your DDH Online Services login password;
- (b) that your DDH Online Services login password has become known by another person; or
- (c) that any Unauthorised Electronic Transactions have occurred.

26.2 Subject to clauses 26.4, you are not liable for:

- (a) any Unauthorised Electronic Transactions if you have complied with clause 25.2 and it is clear you did not contribute to losses resulting from those transactions; or
- (b) losses caused by:
  - (i) the fraudulent or negligent conduct of our agents (including DDH) or employees or of companies involved in networking arrangements;
  - (ii) Unauthorised Electronic Transactions made using a password before you received your DDH Online Services login password or after you have notified DDH in accordance with clause 26.1;
  - (iii) any password that is forged, faulty, expired or cancelled; or
  - (iv) the same transaction being incorrectly debited more than once to the same Select CMA.

26.3 Subject to clauses 26.2, 26.4 and 26.5, your liability for Unauthorised Electronic Transactions will normally be limited to the smallest of:

- (a) \$150.00;
- (b) the balance of your Select CMA;
- (c) the actual loss incurred before you notify DDH in accordance with clause 26.1; or
- (d) the portion of the loss incurred equal to the aggregate daily transaction limits under the DDH Online Services Terms and Conditions for the relevant period.

26.4 The liability limitations in clause 26.3 will not apply to losses where:

- (a) transactions are carried out by you or a person (including your Adviser) authorised by you or another person with your knowledge and consent; or
- (b) you have contributed to the loss because you:
  - (i) engaged in fraud;
  - (ii) voluntarily disclosed your DDH Online Services login password to anyone, including a family member or friend; or
  - (iii) acted with extreme carelessness in failing to protect the security of your DDH Online Services login password,

and in those cases your liability will instead be limited to the smallest of:

- (c) the balance of your Select CMA;
- (d) the actual loss incurred before you notify DDH in accordance with clause 26.1; or
- (e) the portion of the loss incurred equal to the aggregate daily transaction limits under the DDH Online Services Terms and Conditions for the relevant period.

26.5 The liability limitations in clause 26.3 will not apply where you delay unreasonably in notifying DDH as required by clause 26.1 and in that case your liability will instead be limited to the smallest of:

- (a) the balance of your Select CMA;
- (b) the actual loss which would have been prevented from occurring if you had notified DDH in accordance with clause 26.1; or
- (c) the portion of the loss incurred equal to the aggregate daily transaction limits under the DDH Online Services Terms and Conditions for the period after the time you should have notified DDH in accordance with clause 26.1

## 27. Liability for loss caused by system or equipment malfunction

- 27.1 Where the ePayments Code applies, you are not liable for a loss caused by a failure of a system or equipment provided by any party to a shared electronic network to complete instructions you give us through DDH Online Services, except where you should reasonably have been aware that the system or equipment was unavailable or malfunctioning.
- 27.2 Where the ePayments Code applies and you should reasonably have been aware that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability is limited to:
- (a) correcting any errors; and
  - (b) refunding any fees or charges imposed on you.

## 28. Lodgement times for same day processing

The following tables set out the latest times on a Banking Business Day by which instructions have to be received by DDH if the instructions are to be processed on the same Banking Business Day. Instructions received by DDH after these times will usually be processed on the following Banking Business Day.

TYPE OF INSTRUCTION	LATEST TIME (SYD/MELB) FOR SAME DAY PROCESSING
<b>Select CMA instructions</b>	
Application for new Select CMA (same day establishment)	2.30 pm
Transfers to nominated accounts submitted through DDH Online Services	3.30 pm
Other transfers to nominated accounts (not through DDH Online Services)	1.30 pm
BPay payments (same day payment) submitted through DDH Online Services	2.30 pm
Other BPay Payments (same day payment) (not through DDH Online Services)	1.30 pm
Bank cheque (same day mailing)	11.00 am
Bank cheque (to be collected same day from DDH)	11.00 am
Telegraphic transfers – to any account in Australia	3.00 pm
Telegraphic transfers – to any account overseas	Time depends on destination country
All other withdrawals	2.00 pm
Account closure (same day)	2.00 pm

TYPE OF INSTRUCTION	LATEST TIME (SYD/MELB) FOR SAME DAY PROCESSING
Select TD Account instructions	
Instruction for establishment of new Select TD Account (same day establishment and funding by transfer from your existing Select CMA)	2.00 pm
Select TD Account maturity instructions	2.00 pm
Withdrawals from Select TD Account (same day crediting of funds to linked Select CMA)	2.00 pm

## Section C - Specific Terms and Conditions that apply only to your Select CMA

### 29. Deposits to your Select CMA

29.1 Deposits may be made to your Select CMA by:

- (a) transfers to your Select CMA from any eligible account you hold;
- (b) direct electronic credit to your Select CMA; or
- (c) by cheque provided to DDH.

29.2 For cheque deposits, your cheque will not be credited to your Select CMA until it has been banked. If you mail your cheque to DDH, neither DDH nor Westpac is responsible if your cheque deposit is lost in the mail.

### 30. Withdrawals from your Select CMA

30.1 Withdrawals from your CMA Select Account may be made by:

- (a) transfer to one of your nominated accounts; or
- (b) a BPay Payment to one of your Nominated BPay Billers, without the need for a signed withdrawal request;
- (c) through DDH Online Services;
- (d) by contacting DDH (contact details are on page 3 of this booklet); or
- (e) through instructions you give to your Adviser, where you have given your Adviser authority regarding withdrawals from the account (see clauses 16 and 17).

Section E sets out the terms and conditions which relate to BPay Payments.

30.2 Periodic payments from your CMA Select Account can be established by giving DDH a Periodic Payment Authority Form signed by you. Clause 37 sets out the terms and conditions which relate to periodic payments.

30.3 All other withdrawal instructions (including a BPay Payment to a BPay Biller other than a Nominated BPay Biller) require a withdrawal request to DDH signed by you.

30.4 We may refuse withdrawal instructions if we are not satisfied that the withdrawal instructions meet our security, identification and other lawful requirements.

### **31. Transfers to or from your Select CMA**

31.1 You may arrange to have electronic payments (such as dividends) credited directly to your Select CMA. See clause 34 for information regarding direct credits.

31.2 We will credit any transfer to your Select CMA on the day we process the transfer.

31.3 You authorise us to debit your Select CMA with the amount of any transfer we credit to your Account which is later reversed.

31.4 We debit any transfer from your Select CMA in accordance with clause 28. You will not earn interest on the amount you wish to transfer from the date we process the transfer.

### **32. Adjusting debits and credits**

32.1 Except as set out above, we credit deposits to your Select CMA as soon as practicable after we receive them. This is not necessarily the same day that we receive the payment. We do not debit your Select CMA earlier than the date on which the relevant transaction occurs. Any fees and charges in relation to your account (including any Select TD Accounts) will be debited from your Select CMA. For the avoidance of doubt, we will not debit any fees or charges from your Select TD Account.

32.2 We may subsequently adjust debits and credits to your Select CMA and the balance on your Select CMA so as to accurately reflect the legal obligations of you and us (for example, because of an error or because a direct entry payment is dishonoured). If we do this, we may make consequential changes (including to interest paid on your Select CMA).

### **33. Stopping a transaction**

- 33.1 To stop or alter a transaction on any payment, you must contact DDH as soon as possible and give full details so that they can provide us as much information as possible so that we can locate the transaction and take action. See clause 36 for more information on stopping direct debits from your Select CMA. In some instances, we will not be able to stop or alter a transaction on a payment after you have instructed DDH to make the transaction.
- 33.2 We are not liable to you if you request that a transaction be stopped or altered, but we have already debited the amount to your Select CMA or we are liable to pay the amount of the transaction to another person, unless we are liable to you under a statute, or where it applies, the Banking Code or the ePayments Code.
- 33.3 We may charge you a fee for acting to stop or alter a transaction on a payment (see Section H).
- 33.4 Neither we (nor our agents and contractors) nor DDH (nor their agents and contractors) are liable for any negligence, delay or error in transit or transmission of a payment unless we are liable under a statute, the Banking Code or the ePayments Code. If this exclusion is not effective, our liability or that of our agents or contractors is limited to the cost of re-supply of the service, if the law, or where it applies, the Banking Code and the ePayments Code permits, or does not prohibit, this limitation.

### **34. Direct credits to your Select CMA**

- 34.1 Direct credits are automatic deposits of funds into your Select CMA. You may arrange for an automatic savings plan to be credited direct to your Select CMA and change those arrangements through DDH.
- 34.2 We are not liable for any payments which you expect to receive, but which you do not receive.
- 34.3 If you wish to cancel or alter your direct credit facilities, you should contact the person who is forwarding the funds to your Select CMA. You do not need to contact us or DDH.

### **35. Direct debits to your Select CMA**

If you wish to arrange direct debits from an account you have at another Financial Institution with the direct debit amounts being credited to your Select CMA, you must make a Direct Debit Request by giving DDH a completed and signed Regular Savings Plan form and a copy of a statement of account for the relevant account with the other Financial Institution which must be in the same name. Section F contains the direct debit service agreement between you and DDH setting out the terms on which DDH may accept and act on a Direct Debit Request.

## 36. Direct debits from your Select CMA

- 36.1 You may have direct debits made from your Select CMA. You should arrange these direct debits through the person who is to debit funds from your Select CMA.
- 36.2 You may cancel your direct debit facility by contacting DDH or the person who is debiting the funds from your Select CMA.
- 36.3 If you wish to alter your direct debit facility, you should contact the person who is debiting the funds from your Select CMA.
- 36.4 We may decide not to make a direct debit if there are not sufficient cleared funds in your Select CMA at the time and on the date for the transfer of money.
- 36.5 If we decide not to make the payment for this reason, we may still charge you a fee (see Section H).
- 36.6 From time to time, we may allow you to overdraw your Select CMA. We have no obligation to do so. If the payment overdraws the Select CMA, you agree to pay us interest on the amount overdrawn at the rate specified by us from time to time. You must repay the overdrawn amount immediately without further demand from us. You agree to pay us any reasonable legal fees we incur in seeking to recover the overdrawn amount from you.
- 36.7 If we decide not to make the payment because there are not enough cleared funds in the Select CMA or if we decide to make the payment and overdraw Select CMA, we may charge a fee (see Section H).
- 36.8 If you overdraw your Select CMA, you authorise us to debit the balance of another account you hold with us immediately to repay the overdrawn amount but we do not have to do so.
- 36.9 We do not have to inform you if a direct debit is not made.
- 36.10 If you request more than one direct debit, we will determine the order in which they are paid.
- 36.11 If your Select CMA is closed, you agree to notify in writing all payees whom you have authorised to make direct debits on your Select CMA. If you do not notify all payees, we may continue to pay amounts drawn by the payee under the direct debit authority you gave the payee and debit those amounts to another account in your name.
- 36.12 If your Select CMA is closed, you authorise us to debit any outstanding transaction amounts on your account to any other account in your name.

36.13 If a direct debit is due to be made on a day that is not a Banking Business Day, we make the direct debit on the preceding Banking Business Day.

36.14 We will take and promptly process any complaint that a direct debit was unauthorised or was otherwise irregular. You should also contact the person who is debiting the funds from your Select CMA about such a complaint.

### **37. Periodic payments from your Select CMA**

37.1 Periodic payments from your CMA Select can be established by giving DDH a Periodic Payment Authority Form signed by you.

37.2 Subject to clause 37.3, we will attempt to make periodic payments on the dates specified by you, but we are not responsible for:

- (a) any failure by us to make a scheduled periodic payment at all or on the correct Business Day; or
- (b) any payment being received later than expected.

Even where we make a payment on the correct Business Day, the payment may not be received by the payee until a later date. You are responsible for allowing sufficient time for the receipt of the payment.

37.3 If the due date for a period payment is not a Business Day, the period payment will be made on the preceding Business Day.

37.4 You must ensure that sufficient cleared funds to make a scheduled periodic payment are available in your Select CMA at midnight on the Business Day before the Business Day on which the payment is due to be made. If sufficient cleared funds are not available in your Select CMA at that time, that scheduled periodic payment will not be made.

37.5 If you have set up a periodic payment and want to stop a specific payment, you must give DDH a signed written direction to stop the payment at least 2 Business Days before the due date for the payment. So that DDH can identify the specific periodic payment to be stopped, the written direction must include details of:

- (a) the payee;
- (b) the amount of the payment;
- (c) the due date for the payment; and
- (d) the number of your Select CMA.



37.6 You can cancel a periodic payment completely at any time by giving DDH a signed written direction, but to ensure the next period payment is not made you must give the written direction at least 2 Business Days before the due date for the next payment. So that DDH can identify the periodic payment to be cancelled, the written direction must include details of:

- (a) the payee;
- (b) the amount of the payments; and
- (c) the number of your Select CMA.

37.7 We can cancel a periodic payment at any time by giving you notice of this. The reasons which may lead to us cancelling a periodic payment include your death or insolvency, the payee details being incorrect or us being unable to make periodic payments on multiple occasions due to there being insufficient cleared funds in your Select CMA at the relevant times.

### **38. Closing your Select CMA**

38.1 You can close your Select CMA by request to DDH. (As a Select TD Account is always linked to a Select CMA, you will also need to close any linked Select TD Accounts when you close your Select CMA.)

38.2 We may close your Select CMA without giving you prior notice if there is a debit balance in the Select CMA and that balance is not restored to a nil balance.

38.3 We may close your Select CMA at any time by giving you reasonable notice.

38.4 Where your Select CMA is closed:

- (a) we transfer the credit balance (less any amounts for anticipated Government charges) to:
  - (i) the nominated account you specified when requested the closure of the account; or
  - (ii) the nominated account selected by us, where we decide to close the account;
- (b) you remain liable for any Government charges on your Select CMA, either before or after it is closed; and
- (c) you authorise us to debit any outstanding transaction amounts on your Select CMA to any other account in your name.

Where we are unable to transfer the credit balance to a nominated account we may pay you the credit balance by posting you a bank cheque to the mailing address DDH has last recorded or by other means reasonably determined by us.

## Section D - Specific Terms and Conditions that apply only to your Select TD Account

### 39. Information about your Select TD Account

- 39.1 Subject to the provisions of clauses 44 regarding early withdrawals from a Select TD Account, the interest rate fixed for a Select TD Account at the start of the fixed term (when the Account is established or renewed) will apply throughout the fixed term.
- 39.2 Your Select TD Account cannot be used as a transaction account because you may only make one deposit during the fixed term, which occurs when the Select TD Account is established or renewed.
- 39.3 Select TD Accounts have restrictions on methods of access and deposit and withdrawals require our agreement. As a result, Select TD Accounts may not be suitable for your particular needs. For example:
- (a) you should not open a Select TD Account if you are likely to need access to the deposit before the end of the fixed term; and
  - (b) if you open a Select TD Account and interest rates generally increase during the fixed term, you will not have the benefit of a higher interest rate.

For this reason you should ensure you understand the features of and restrictions on Select TD Accounts.

### 40. Deposits into Select TD Accounts

Unless your Adviser has made other arrangements with DDH for the funding of the initial investment amount for the Select TD Account, we will debit your Select CMA for your initial investment amount for each Select TD Account you establish.

### 41. Renewal of your Select TD Account

- 41.1 If at the end of the fixed term for a Select TD Account you wish to renew the account for a different fixed term or with different instructions for the crediting of interest or you wish to reinvest an amount different from the amount held in the account plus any accrued interest on the account due to be credited on the Maturity Date, you must notify DDH of this on or before the Maturity Date. On such a renewal you can reinvest all or part of the amount held in the Select TD Account for any new fixed term then offered by us.
- 41.2 If you do not give DDH maturity instructions for a Select TD Account on or before the Maturity Date, the amount held in the account plus any accrued interest credited on the Maturity Date will be automatically reinvested for the same fixed term, with the same instructions for the crediting of interest, which previously applied to it and the rules regarding withdrawals prior to the end of a Term will then apply (see clause 44).

41.3 If a Select TD Account is renewed for a new fixed term the interest rate applicable to the renewed Select TD Account for the new fixed term the rules regarding withdrawals prior to the end of a Term will then apply (see clauses 43 and 44) and will be the interest rate that is current as at the Maturity Date of the Select TD Account for a deposit of the amount and fixed term applicable on the renewal.

#### **42. Select TD Account not renewed**

42.1 If you do not wish to renew a Select TD Account at the end of the fixed term for the account, you must notify DDH of this before the end of the fixed term. The account will then be closed on the Maturity Date and the balance in the account will be transferred back to the linked Select CMA.

42.2 If your Maturity Date is not a Business Day, we may transfer the balance of the account to the linked Select CMA on the next Business Day.

#### **43. Grace Period**

Following the renewal of a Select TD Account (as a result of either you giving DDH maturity instructions in accordance with clause 41.1 or an automatic renewal under clause 41.2), you may during the Grace Period change your instructions to DDH or give new instructions to DDH to either:

- (a) not renew the Select TD Account for a further fixed term; or
- (b) renew the Select TD Account for a different fixed term or with different instructions for the crediting of interest or for the reinvestment of an different amount.

We will give effect to your new or changed instructions from the date we process them, but we will not backdate the changes to the Maturity Date. The interest rate applicable to the Select TD Account from the Maturity Date until we process the new or changed instructions will remain the interest rate which applied as a result of your original maturity instructions or the automatic renewal.

#### **44. Withdrawals during fixed term**

44.1 If you want to make a withdrawal from a Select TD Account after the Grace Period but before the end of the fixed term, you must close the account. Partial withdrawals are not permitted during the fixed term.

44.2 Subject to the hardship provisions within clause 44.4:

- (a) you must usually give DDH at least 31 days' notice of the closure in order to close a Select TD Account; and
- (b) you cannot close a Select TD Account where there are less than 31 days remaining in the fixed term.

- 44.3 Following the giving of the 31 days' notice of closure, the balance of the Select TD Account will be repaid on day 32, unless that day is not a Business Day, in which case it will be paid on the next Business Day.
- 44.4 The 31 day notice period applies to all Select TD Accounts unless you can show that you need access to an account balance earlier due to hardship. If you need earlier access to an account balance because of a hardship situation, you will need to provide details to us through DDH so that we can assess whether your case qualifies for an earlier disbursement under our hardship policy as defined by Westpac. If you qualify for early disbursement, the early closure still means that the interest you receive may be reduced under clause 44.6
- 44.5 Provided DDH receives the cancellation before 2 pm (Sydney/Melbourne time) on the Business Day before the account is to be closed, you can cancel any notice you have given for closure of a Select TD Account.
- 44.6 Where you close a Select TD Account before the end of the fixed term, interest on the entire balance in the account may be paid at a reduced rate (and interest generated by the account may be recalculated) from the date of establishment or renewal of the account to the day prior to closure. The interest rate which will be applied on such a recalculation is set out in the table below.

WHEN WITHDRAWAL IS MADE	INTEREST RATE REDUCTION
Outside a Grace Period and less than 14 days after the beginning of the fixed term	No interest is paid
14 days after the beginning of the fixed term, where:	
– less than 20% of the fixed term has elapsed	90% of the interest rate that applies to your account
– 20% or more of the fixed term has elapsed, but less than 40%	80% of the interest rate that applies to your account
– 40% or more of the fixed term has elapsed, but less than 60%	60% of the interest rate that applies to your account
– 60% or more of the fixed term has elapsed, but less than 80%	40% of the interest rate that applies to your account
– 80% or more of the fixed term has elapsed	20% of the interest rate that applies to your account

- 44.7 If interest has already been paid to you and interest is recalculated under this clause 44, the difference between the interest already paid and the amount recalculated interest may be deducted first from accrued interest and then from the principal at the time of the Select TD Account closure.

#### 45. No third party payments

Payments to third parties are not permitted from Select TD Accounts.

# Section E – Terms and Conditions that apply to the BPay Scheme

## 46. Terms and Conditions of the BPay Scheme

- 46.1 This Section E applies if you ask us to make a payment on your behalf through the BPay Scheme. We are a member of the BPay Scheme. We will tell you if we are no longer a member of the BPay Scheme.
- 46.2 You may choose to make a BPay Payment by giving instructions for the payment to DDH (see clause 23.5).
- 46.3 When you give instructions for a BPay Payment, you must provide the information specified in clause 49. We will then debit your Select CMA with the amount of that BPay Payment. We may decide not to make a BPay Payment if there are insufficient cleared funds in your Select CMA at the time when you tell us to make that payment.
- 46.4 When we make a BPay Payment on your behalf we are not acting as your agent or the agent of the biller to whom that payment is directed.

## 47. How to use the BPay Scheme

- 47.1 You can ask us to make BPay Payments from your Select CMA if these Terms and Conditions permit you to make withdrawals from that account.
- 47.2 In addition to the limits referred to clause 24.3, a BPay biller may set limits on the amount of a BPay Payment to that biller.
- 47.3 If there is any inconsistency between these Terms and Conditions and the BPay Scheme terms and conditions, then the BPay Scheme terms and conditions will apply to the extent of that inconsistency.
- 47.4 A mistaken or erroneous payment received by a biller does not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that biller.

## 48. Valid payment direction

We will treat any instruction to make a BPay Payment as authorised by you when it is given to us through DDH or DDH Online Services.

## 49. Information you must give us

49.1 To give instructions for a BPay Payment from your Select CMA, you must provide the following information:

- (a) the amount you wish to pay;
- (b) the biller code of the biller you wish to pay (this can be found on your bill); and
- (c) your customer reference number (this can be found on your bill).

49.2 We are not obliged to effect a BPay Payment if you do not give us all of the above information or if any of the information you give us is inaccurate.

## 50. Payments

50.1 Subject to clause 50.2, we will not accept an order to stop or alter any BPay Payment once you have instructed us to make that payment.

50.2 You can give DDH instructions for a BPay Payment to be made on a scheduled later date from your Select CMA. If you give an instruction of that type, we can accept an order to stop or alter the payment only if we receive your order before midnight on the Business Day immediately prior to the day on which you scheduled the BPay Payment to be made. Otherwise, we will not accept an order to stop or alter a BPay Payment you schedule to make from your Select CMA at a later date. You must ensure that the funds to make the BPay Payment at a scheduled later date are available before midnight on the Business Day immediately prior to the day on which you schedule the payment to be made.

50.3 You should notify us immediately if you become aware that you may have made a mistake when instructing us to make a BPay Payment, or if you did not authorise a BPay Payment that has been made from your Select CMA (except for a mistake as to the amount you mean to pay – for those errors see clause 50.7). Clauses 51.2 to 51.4 describe when and how we will arrange for such a BPay Payment (other than in relation to a mistake as to the amount you must pay) to be refunded to you.

50.4 Billers who participate in the BPay Scheme have agreed that a BPay Payment you make will be treated as received by the biller to whom it is directed:

- (a) on the date you give us instructions for that BPay Payment, if you give us the instructions before the lodgement cut-off time (see clause 28) on a Banking Business Day; or
- (b) on the next Banking Business Day, if you give us the instructions after the lodgement cut-off time (see clause 28) on a Banking Business Day or on a non-Banking Business Day.

50.5 A delay might occur in the processing of a BPay Payment where:

- (a) there is a public or bank holiday on the day after you tell us to make a BPay Payment;
- (b) you tell us to make a BPay Payment either on a day which is not a Banking Business Day or after the lodgement cut-off time (see clause 28) on a Banking Business Day;
- (c) another Financial Institution participating in the BPay Scheme does not comply with its obligations under the BPay Scheme; or
- (d) a biller fails to comply with its obligations under the BPay Scheme.

50.6 While it is expected that any delay in processing a BPay Payment for any reason set out in clause 50.5 will not continue for more than one Banking Business Day, any such delay may continue for a longer period.

50.7 You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a BPay Payment and you later discover that:

- (a) the amount you told us to pay was greater than the amount you needed to pay, you must contact the biller to obtain a refund of the excess; or
- (b) the amount you told us to pay was less than the amount you needed to pay, you can make another BPay Payment for the difference between the amount actually paid to a biller and the amount you needed to pay.

## **51. Liability for mistaken payments, unauthorised transactions and fraud**

51.1 BPay participants undertake to promptly process BPay Payments. You must tell us promptly if you:

- (a) become aware of any delays or mistakes in processing your BPay Payments;
- (b) did not authorise a BPay Payment that has been made from your Select CMA; or
- (c) think that you have been fraudulently induced to make a BPay Payment.

- 51.2 We will attempt to rectify any such matters in relation to your BPay Payments in the way described in clauses 51.3 to 51.5. If the ePayments Code applies to your Select CMA and a BPay Payment is made from the account without your knowledge or consent, liability for that unauthorised BPay Payment will be determined in accordance with the ePayments Code. Otherwise, except as set out in clauses 51.3 to 51.5 and clause 55 and subject to the ePayments Code, we will not be liable for any loss or damage you suffer as a result of using the BPay Scheme.
- 51.3 If a BPay Payment is made to a person or for an amount which is not in accordance with your instructions (if any), and your Select CMA was debited for the amount of that payment, we will credit that amount to the account. However, if you were responsible for a mistake resulting in that payment and we cannot recover within 20 Banking Business Days of us attempting to do so the amount of that payment from the person who received it, you must pay us that amount.
- 51.4 If a BPay Payment is made in accordance with a payment direction which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your Select CMA with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if:
- (a) we cannot recover that amount within 20 Banking Business Days of us attempting to do so from the person who received it; and
  - (b) the payment was made as a result of a payment direction which did not comply with our prescribed security procedures for such payment directions.
- 51.5 If a BPay Payment is induced by the fraud of a person involved in the BPay Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud-induced payment, you must bear the loss unless some other person involved in the BPay Scheme knew of the fraud or would have detected it with reasonable diligence, in which case we will attempt to obtain a refund for you of the fraud-induced payment.
- 51.6 If a BPay Payment you have made falls within both the types described in clauses 51.3 and 51.5, then we will apply the principles stated in clause 51.5.
- 51.7 Except where a BPay Payment is a mistaken payment referred to in clause 51.3, an unauthorised payment referred to in clause 51.4, or a fraudulent payment referred to in clause 51.5, BPay Payments are irrevocable. No refunds will be provided through the BPay Scheme where you have a dispute with the biller about any goods or services you may have agreed to acquire from the biller. Any dispute must be resolved with the biller.



51.8 Your obligation under clauses 51.3 and 51.4 to pay us the amount of any mistaken or unauthorised payment (as applicable) is subject to any of your rights referred to in clause 55.

51.9 You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:

- (a) did not observe any of your obligations under this Section E; or
- (b) acted negligently or fraudulently in connection with these Terms and Conditions.

51.10 If you tell us that a BPay Payment made from your Select CMA is unauthorised, you must first give us your written consent addressed to the biller who received that BPay Payment, consenting to us obtaining from the biller information about your account with that biller.

## **52. Suspension**

We may suspend your right to participate in the BPay Scheme at any time if you or someone acting on your behalf is suspected of being fraudulent.

## **53. When a biller cannot process your payment**

If we are informed that your payment cannot be processed by a biller, we will:

- (a) inform you of this;
- (b) credit your Select CMA with the amount of the BPay Payment; and
- (c) if you ask us to do so, take all reasonable steps to assist you in making a BPay Payment to that biller as quickly as possible.

## **54. Check your Select CMA statements**

You should check your Select CMA statements carefully and promptly report to us as soon as you become aware of them, any BPay Payments that you think are errors or are BPay Payments that you did not authorise or you think were made by someone else without your permission.

## **55. Consequential damage**

55.1 This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws or that code would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

55.2 We are not liable for any consequential loss or damage you suffer as a result of using the BPay Scheme, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

## 56. Privacy

56.1 You agree to our disclosing to billers nominated by you and if necessary the entity operating the BPay Scheme (BPay Pty Ltd) and any agent appointed by it from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPay Scheme:

- (a) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for or use of the BPay Scheme; and
- (b) such of your transactional information as is necessary to process, rectify or trace your BPay Payments. Your BPay Payments information will be disclosed by BPay Pty Ltd, through its agent, to the biller's Financial Institution.

Also, we may disclose such of your transactional information as is necessary to rectify or trace a BPay Payment you make by mistake to the biller that received the payment and the biller to whom you intended to make the payment or the Financial Institution of either or both billers.

56.2 You must notify us, if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the BPay Scheme referred to in this clause as necessary.

56.3 You can request access to your information held by us, BPay Pty Ltd or its agent, Cardlink Services Limited. Our contact details are on page 3 of this booklet. BPay Pty Ltd's and Cardlink Services Limited's contact details are as follows:

### **BPay Pty Limited**

Level 6, 1 York Street  
Sydney NSW 2000  
Tel: (02) 8252 0500

### **Cardlink Services Limited**

Corner Park Road and South Parade  
Auburn NSW 2144  
Tel: (02) 9646 9222

56.4 If your personal information detailed above is not disclosed to BPay Pty Ltd or its agent, it will not be possible to process your requested BPay Payment.

# Section F – Direct Debit Service Agreement

## 57. Direct debits – general

This Section F contains the direct debit service agreement between you and DDH setting out the terms on which DDH may accept and act on a Direct Debit Request. DDH's direct debit system User ID is 458430.

## 58. Direct debits in connection with BPay Payments

In order to ensure that BPay Payments are made in a timely manner, DDH may direct debit the required funds from your Select CMA to a Westpac office account prior to Westpac making the BPay Payments using the funds transferred to the office account.

## 59. When DDH is bound by this agreement

DDH agrees to be bound by this direct debit service agreement when it receives your Direct Debit Request complete with the particulars it needs to draw an amount under it.

## 60. What DDH agrees and what DDH can do

60.1 DDH only draws money out of your account at another Financial Institution (**Other Financial Institution**) or, in the case of a BPay Payment made using the direct debit system, your Select CMA in accordance with the terms of your Direct Debit Request.

60.2 We may need to:

- (a) change our procedures in relation to Direct Debit Requests;
- (b) change the terms of your Direct Debit Request; or
- (c) cancel your Direct Debit Request.

We will notify you of changes as soon as reasonably possible (which may be before or after the change is made) or, if we believe the change is unfavourable to you, we will give you at least 30 days' notice.

60.3 You may ask DDH to:

- (a) alter the terms of your Direct Debit Request;
  - (b) defer payment to be made under your Direct Debit Request;
  - (c) stop a drawing under your Direct Debit Request; or
  - (d) cancel your Direct Debit Request,
- by informing DDH in writing of the change you require and the reason for the change.

60.4 Stops and cancellations of a Direct Debit Request can also be directed to the Other Financial Institution.

60.5 You may dispute any amount DDH draws under your Direct Debit Request by notifying DDH or Westpac of your dispute. DDH's and Westpac's contact details are found on page 3 of this booklet. If you do this you will need to provide details of the payment you are disputing and reasons for the dispute. DDH and Westpac will then endeavour to resolve any dispute in accordance with clause 6. Disputes may also be directed to the Other Financial Institution.

60.6 If the day a direct debit is due to occur under your Direct Debit Request is not a Banking Business Day, DDH will draw on your account at the Other Financial Institution on the next Banking Business Day.

60.7 If the Other Financial Institution rejects any of DDH's attempts to draw an amount in accordance with your Direct Debit Request, DDH will charge you for any fees incurred by it as a result of the rejection. DDH will attempt to contact you to discuss a further attempt to draw the funds from your account with the Other Financial Institution in accordance with your Direct Debit Request.

## **61. What you should consider**

61.1 Not all accounts held with a Financial Institution are available to draw on under the direct debit system.

61.2 Before you complete your Direct Debit Request, it is best to check account details against a recent statement from the Other Financial Institution to ensure the details on your Direct Debit Request are completed correctly.

61.3 Please enquire of the Other Financial Institution if you are uncertain when the Other Financial Institution processes an amount we draw under your Direct Debit Request.

61.4 It is your responsibility to ensure there are sufficient cleared funds available in your account at the Other Financial Institution, by the date the direct debit is due to occur, to enable DDH to obtain payment in accordance with your Direct Debit Request.

# Section G – General Descriptive Information

## 62. Banking Code

62.1 The relevant provisions of the Banking Code apply to the Terms and Conditions if you are a small business or an individual who is not treated as a business under the Banking Code.

## 63. Tax File Numbers

### *What is a TFN?*

63.1 A Tax File Number (**TFN**) is a number issued by the Australian Taxation Office for a taxpayer. It appears on your tax assessment notice.

### *How do you get one?*

63.2 If you do not have a TFN, you can apply for one at the Australian Taxation Office.

### *Quoting your TFN*

63.3 When you open an account (interest bearing account) with us or make an interest bearing deposit with us, you may quote us your TFN or Australian Business Number (**ABN**) for that investment. It is not compulsory. If you choose not to quote your TFN or ABN for that account, then unless you are exempt, tax law requires us to take out an amount for tax at the maximum personal marginal tax rate plus Medicare levy rate from any interest income on your account.

### *Exemptions*

63.4 In some cases we do not have to take out tax. Contact the Australian Taxation Office for more information.

63.5 If you are in an exempt category of persons, you should notify us to avoid tax being taken out of your account.

### *Joint accounts*

63.6 If there is a joint investment by 2 or more persons, each person will only be taken to have quoted if at least 2 of them have either quoted their TFN or are exempt. If at least 2 of them have TFNs, each person will only be taken to have quoted if at least 2 TFNs are quoted.

## **Partnerships**

63.7 If the partnership has its own TFN, use this when quoting a TFN. If there is no partnership TFN, follow the rules for joint accounts.

## **Trust accounts**

63.8 If you are a trustee and have a trust TFN, use the trust TFN when quoting a TFN. If you do not have one, use your own TFN.

## **How to quote your TFN**

63.9 If you want to quote your TFN or notify us that you are exempt, please contact DDH. DDH's contact details are found on page 3 of this booklet.

## **64. Privacy**

We handle your personal information in accordance with the privacy statement on the Application Form and in accordance with our privacy policy available at [www.westpac.com.au](http://www.westpac.com.au). DDH handles your personal information in accordance with their privacy policy and collection statement available at [www.ddhgraham.com.au](http://www.ddhgraham.com.au).

## **65. Combination and set-off**

65.1 We can combine or set-off the balance of two or more of your accounts you hold with us.

65.2 This may happen when one of your accounts is overdrawn or is in debit. We will not combine or set-off your account if:

- (a) the account are not held by the same person or persons; or
- (b) we know that the account are held in different capacities (e.g. one is held by you as a trustee); or
- (c) doing this would breach the Code of Operation for Centrelink Direct Credit Payments.

65.3 Under the Banking Code, we must promptly give notice to you if we combine any of your account, but we need not do so beforehand.

## 66. Anti-money laundering

We are bound by laws about the prevention of money laundering and the financing of terrorism, including the AML/CTF Laws. By completing the Application Form, you agree that:

- (a) you do not subscribe for an account under an assumed name;
- (b) any money used by you to invest is not derived from or related to criminal activities;
- (c) any proceeds of your investment will not be used in relation to any criminal activities;
- (d) if we ask, you will provide us with additional information we reasonably require for the purposes of AML/CTF Laws (including information about an account holder, any beneficial interest in an account, or the source of funds used to invest);
- (e) we may obtain information about you or any beneficial owner of an interest in an account from third parties if we believe this is necessary to comply with AML/CTF Laws; and
- (f) in order to comply with AML/CTF Laws we may be required to take action, including:
  - (i) delaying or refusing the processing of any application or withdrawal; or
  - (ii) disclosing information that we hold about you or any beneficial owner of an interest in an account to our relevant related entities or service providers, or relevant regulators of AML/CTF Laws (whether in or outside of Australia).

## 67. Australian Government Financial Claims Scheme

You may be entitled to payment under the Australian Government's Financial Claims Scheme. Payments under the Financial Claims Scheme are subject to a limit for each depositor. Information about the Financial Claims Scheme can be obtained from [www.fcs.gov.au](http://www.fcs.gov.au).

## Section H – Fees and Charges

PAYMENT SERVICES	
Payment honour fee/unauthorised excess fee	\$15.00 per day
Returned cheque charge	\$5.00 per item
Inward dishonour (Items dishonoured by drawee branch on each presentation)	\$5.00 per item
Re-presentation of dishonoured cheque (on a collection basis) and clean bills	\$20.00 per re-presentation
Certificate of balance of account – Mailed – Via DDH Online Services	\$16.00 per certificate Nil
Certificate of interest paid or received	\$16.00 per certificate
Audit certificate	\$65.00 per hour or part thereof
Interest recalculation fee (customer request)	\$20.00 per recalculation
Real Time Gross Settlement (RTGS)	\$20.00 per settlement
Trace on RTGS	\$27.00 per trace
Inward RTGS	Nil

BANK CHEQUES	
Bank cheque purchase	\$10.00 per cheque
Bank cheque repurchase	\$15.00 per cheque
Bank cheque replacement	\$25.00 per cheque



### ADDITIONAL COPIES OF STATEMENTS

Additional copies of statements (charge per statement cycle period)	
– Mailed	\$4.00 per statement
– Faxed	\$4.00 per statement
– Via DDH Online Services	Nil

### VOUCHER ENQUIRIES (INCLUDES PHOTOCOPYING)

Copy of bank cheque after it has been presented (staff assisted)	\$16.00 per copy
Voucher held for inspection fee	\$20.00 per 100 Vouchers + out-of-pocket expenses
Trace of an item after it has been presented (cheque copy must be obtained first)	\$35.00 per item

### PERIODIC PAYMENTS

Periodic payment	Nil
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## OPENING AN ACCOUNT

Search fee	\$50.00
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A search fee applies to all businesses, trading names or companies opening an account or to confirm any changes in name, directorship or structure. The fee is charged unless the account holder can provide a current search (less than 1 month old). Where multiple searches are required, then the fee is charged per search.

## FOREIGN ITEMS PURCHASED

Foreign currency cheque negotiated (funds on hold for 20 Business Days)	
– Single lodgement	\$10.50
– Multiple lodgement (per item)	\$5.40
Foreign item cheque dishonour fee	\$32.50 per item (plus overseas bank charges)
Foreign bills for collection	\$40.00 per item (plus overseas bank charges)
Inward bills for collection (items received from overseas bank for collection)	\$40.00 per item

## TELEGRAPHIC TRANSFERS

Inward telegraphic transfer (\$A received or foreign currency received and converted to \$A, plus overseas bank charges)	
– Credited to an account with Westpac	\$15.00 per transfer
– Paid to another Financial Institution	\$38.00 per transfer
Overseas telegraphic transfer	\$20.00 per transfer (plus overseas bank charges)
Amendment to payment details	\$15.00 per transfer (plus overseas bank charges)
Cancellation and return of funds	\$25.00 per transfer (plus overseas bank charges)
Trace on telegraphic transfer	\$25.00 per transfer (plus overseas bank charges)

Details of the latest fees and charges payable in relation to your account are available from DDH. If we change these fees and charges or introduce a new fee or charge, we will notify you in accordance with clause 3.

