

# BusinessChoice cards

Terms & Conditions.




Effective date 22 November 2021.



Please take some time to read through these Terms & Conditions, as they contain important information regarding the use of your Westpac Credit Card. If you are unsure about any of the information contained in this brochure, please contact us as below or call into one of our branches.

## Cardholder enquiries.


### BusinessChoice Everyday Cards.

 1300 650 107 (from Australia)  
8am–8pm, Monday to Friday  
  
+61 2 9155 7700 (from overseas)

### BusinessChoice Rewards Platinum Cards.

 1300 791 188 (from Australia)  
8am–8pm, Monday to Friday  
  
+61 2 9155 7718 (from overseas)

### Lost or Stolen Cards Service.


 1300 651 089 (from Australia)  
  
Available 24 hours a day, 7 days a week.

If you are calling about a lost or stolen card from overseas, call the International Operator to book a reverse charge call to

 +61 2 9155 7700

Please note that calls made from mobile phones or hotel rooms may attract additional charges, not covered by the reverse charge service.

### Postal address.

 Westpac Banking Corporation  
Card Business Solutions  
GPO Box 18  
Sydney NSW 2001

### Facsimile number.

 (02) 9055 3598

# Summary of the key terms of your BusinessChoice Cards

## Introduction.

This is a summary of the key terms of your BusinessChoice Cards facility. It doesn't replace the Welcome Letter ('offer'), any other letter relating to pricing and the BusinessChoice Cards Terms & Conditions as at 3 May 2021 (collectively the 'agreement') nor does it cover all of your obligations. You still need to carefully review these documents and any other document we provide.

In this summary, as the context requires, 'You' refers to:

- if your BusinessChoice Cards facility is set up with a joint and several liability structure, each of the Business, Principal 1 and Principal 2 (if applicable) named in the agreement, who are each jointly and severally liable for the facility; or
- if your BusinessChoice Cards facility is set up with a business liability structure, the Business named in the agreement who is solely liable for the facility.

If the Business constitutes more than one party, each party is jointly and severally liable.

## Liability structure of your facility.

Your facility can have either a joint and several liability structure or a business liability structure. If Your facility has a joint and several liability structure You can ask us to change the liability structure to a business liability structure at any time. We will do so if we approve your request.

## Cardholders.

Under the facility, you can nominate cardholders. You must give each cardholder a copy of the Cards Conditions of Use (Part D of the Terms & Conditions). You're responsible for all transactions made by cardholders.

## Security of cards and PINs.

A cardholder must take special care to protect the security of the card and PIN and see that their card and PIN aren't misused, lost or stolen.

## **Lost or stolen cards or PIN revealed or suspected unauthorised transactions.**

A cardholder must immediately notify us if their card or PIN record is lost or stolen or they suspect any unauthorised card transactions. If the cardholder doesn't do this, you may be liable for unauthorised card transactions.

## **Business Credit limit.**

We'll let you know what the business credit limit is.

If the outstanding balance of the facility exceeds the business credit limit, you have to repay us the excess amount on demand.

You may ask us to vary the business credit limit, but we have no obligation to do so.

For BusinessChoice Mastercard® Credit Cards, each card has full access to the entire business credit limit.

For all other cards, you have to set a card limit for each card. In this case, the total of all individual cards may not exceed the business credit limit. You may ask us to vary the limit of a card.

## **Using the card and daily limits.**

Cards must be predominantly used for business purposes.

Cardholders can use the card to obtain goods, services and cash in various ways in Australia and overseas, (including through merchants, ATMs and bank branches displaying the Visa®, Mastercard or Cirrus logo). Cardholders can also use the card for transactions by mail, telephone or internet order.

You can place some restrictions on the types of transactions cards may be used for. You must tell cardholders of these restrictions.

We may need to authorise certain transactions, and can reasonably decline authorisation for any transaction made using a card.

A maximum daily transaction limit applies to the cards for cash withdrawals through ATMs and transactions through EFTPOS terminals — see Your Welcome Letter.

Mastercard® is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

Visa® is a registered trademark of Visa Worldwide Pte Ltd.

## **Foreign transactions on your card account.**

We charge foreign transaction fees on any foreign transaction on a card — see Your Welcome Letter.

Card account statement entries for foreign currency transactions will include the foreign currency amount converted into Australian dollars and any applicable foreign transaction fee, in accordance with the conditions.

## **Statements and what you have to pay.**

You have to pay us for all amounts debited to each card account (including the amounts of purchases, cash advances, interest charges, government taxes, duties and charges payable by us in connection with each card account, and fees and charges). We'll give you a monthly statement for each card and for the billing account.

You have to pay the whole of any minimum payment shown on the billing account statement by the due date.

## **Chargebacks.**

You can ask us to dispute a transaction on a card within the time limit set by the card scheme (e.g. Visa or Mastercard).

## **Fees and charges.**

Subject to all applicable laws, we may charge the billing account or card account with any fees or charges.

The annual percentage rate and other fees and charges applying are variable in accordance with the conditions.

## **Interest.**

We charge interest on the following amounts:

- purchases, fees and interest charges on purchases and our fees
- cash advances, fees resulting from a cash advance, and interest charges on cash advances

Some cards have an interest-free period for purchases and purchase fees, subject to the conditions.

Interest charges are debited to your billing account every statement date.

## **You may be liable for unauthorised transactions.**

Generally, you won't be liable for unauthorised transactions if it's clear the cardholder didn't contribute to losses resulting from those transactions. Where you are liable, your liability is limited as set out in the conditions. However, in some circumstances, you may be liable for a greater amount.

You'll be liable for actual losses resulting from an unauthorised card transaction in various situations, including if:

- the transaction was carried out by the cardholder, or by another person with the cardholder's knowledge or consent
- the cardholder contributed in a way set out in the conditions (e.g. they engage in fraud or are careless in protecting the security of their PIN)
- the cardholder or you unreasonably delay in telling us that a card has been lost, stolen or misused or a PIN has become known to someone else
- the transaction wasn't initiated through electronic equipment and didn't involve manual signature comparison, in which case you may be liable for losses on unauthorised transactions made before we receive notice of a card being lost, stolen or misused or a PIN becoming known to someone else.

## **Termination of your facility.**

A default occurs if:

- the whole of any amount due is not paid when it's due
- you do any of the following and it has a material impact:
  - don't comply with the law
  - give us incorrect, incomplete or misleading information
  - use the card for an unapproved purpose
  - you become insolvent, commit an act of bankruptcy or enter into any arrangement with any creditors
- you're a corporation and an administrator, receiver, receiver and manager, liquidator or similar officer is appointed; or an order is made for your administration, winding up or dissolution or steps are taken towards this.

A default has a 'material impact' if we reasonably consider it's material, or the event has had, or is likely to have, a material impact on you or a principal's ability to meet your financial obligations (or our ability to assess this), our security risk (or our ability to assess this) or our legal risk or reputation.

If there's a default, we can require prompt payment of all amounts due under the agreement that would not otherwise have been immediately payable.

Before we require immediate payment, we'll give you at least 30 days' notice and an opportunity to correct any default that can be corrected (unless the law doesn't require us to give you notice).

We don't have to give you any period to rectify the matter (or we can give you a shorter period) if:

- the default can't be rectified; or
- it's reasonable for us to act to manage a material and immediate risk relating to:
  - the default;
  - your particular circumstances; or
  - the value of the security interest in our favour.

## **Refusal and cancellation of cards.**

We reserve the right to:

- reasonably decline authorisation for any transaction made using the card; or
- suspend or cancel any card at any time to protect a cardholder or us from fraud or other losses, to manage regulatory risk, or for any other reason determined by us acting reasonably.

## **Changes to the conditions.**

We can change the conditions under certain circumstances – sometimes without notice and without your agreement.

# CONTENTS

<b>Summary of the key terms of your BusinessChoice Cards .....</b>	<b>3</b>
Introduction. ....	3
<b>Part A – General .....</b>	<b>10</b>
1.0 Introduction. ....	10
2.0 Application of these Terms & Conditions. ....	12
3.0 Conditions of Use. ....	12
4.0 The Card Account and the Billing Account. ....	13
5.0 Business Credit Limit (previously referred to as ‘Facility Limit’). ....	13
6.0 Card issuance and cancellation. ....	14
7.0 Credit Limit applicable to Cards. ....	15
8.0 Transaction restrictions. ....	16
9.0 Fees and charges. ....	17
10.0 Payments. ....	17
11.0 Processing date. ....	21
12.0 Statements of Account. ....	21
13.0 Interest. ....	23
14.0 Calculation of interest charges. ....	23
15.0 Interest-free period for purchases. ....	26
16.0 Facsimile service/email service. ....	27
17.0 Rewards – independent tax and legal advice. ....	28
18.0 Account maintenance. ....	28
19.0 Financial crimes monitoring. ....	30
20.0 Banking Code. ....	31
21.0 Representations and warranties. ....	31
22.0 Variations. ....	33
23.0 Notices. ....	37
24.0 Default – accelerated payment of amounts. ....	37
25.0 Set off – no deduction. ....	38
26.0 Assignment. ....	39
27.0 Indemnity and costs. ....	39
28.0 No waivers. ....	40
29.0 Enforceability and validity. ....	40
30.0 Governing law. ....	40
31.0 Electronic communication. ....	40
32.0 Our reporting obligations. ....	41



<b>Part B – Additional provisions that apply if your BusinessChoice card has the Joint and Several Liability structure</b>	<b>42</b>
33.0 Who the Agreement is with.	42
34.0 Joint and Several Liability and Termination.	42
35.0 Each Principal must be a Cardholder.	43
36.0 Responsibility for Cardholders.	44
37.0 Additional provisions relating to changing card limits.	44
38.0 Additional provisions relating to changing Business Credit limits.	45
39.0 Changing your liability structure.	45
<b>Part C – Additional provisions that apply if your BusinessChoice Card has a Business Liability structure</b>	<b>46</b>
40.0 Who the Agreement is with.	46
41.0 Liability and Termination.	46
<b>Part D – Cards Conditions of Use</b>	<b>47</b>
42.0 These Conditions of Use.	47
43.0 The Card and PIN.	48
44.0 Using the Card.	50
45.0 Unauthorised transactions.	57
46.0 Our responsibilities and liabilities.	63
47.0 Lost or Stolen Cards, Disputed Transactions and Complaints.	64
48.0 Third Party access.	66
<b>Part E – Meaning of Words</b>	<b>67</b>
49.0 Definitions.	67
<b>Appendix. Direct Debit Request Service Agreement.</b>	<b>72</b>
1.0 Our Commitment to You.	72
2.0 Your Commitment to Us.	72
3.0 Can you change the Direct Debit arrangements?	73
4.0 Other Information.	74

# Part A – General

## 1.0 Introduction.

These Terms & Conditions and the Conditions of Use (together the 'Terms & Conditions') apply to the following Westpac products (collectively referred to as 'BusinessChoice Cards'):

- BusinessChoice Everyday Visa® Credit Card;
- BusinessChoice Everyday Mastercard® Credit Card;
- BusinessChoice Rewards Platinum Visa Credit Card;
- BusinessChoice Rewards Platinum Mastercard Credit Card;
- BusinessChoice Mastercard Credit Card\*;

The Terms & Conditions do not, on their own, contain all the terms and conditions applying to the BusinessChoice Cards. The Terms & Conditions governing the BusinessChoice Cards are set out in following (collectively referred to as the 'Agreement'):

- the Terms & Conditions;
- our letter to the Business confirming our approval to provide the BusinessChoice Card(s) applied for (the 'Welcome Letter');
- any other letter from us to the Business relating to pricing of the BusinessChoice Card, and

each as varied in accordance with these Terms & Conditions.

\*Shall not be available for sale on and after 22 February 2008. Mastercard® is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated. Visa® is a registered trademark of Visa Worldwide Pte Ltd.

A BusinessChoice Card can be set up to have either a Joint and Several Liability structure or a Business Liability structure.

- If Your BusinessChoice Card is set up with the Joint and Several Liability structure, each of the Business, Principal 1 and Principal 2 (if applicable) are joint borrowers under the Agreement and each is liable to us jointly and severally for all amounts outstanding under this Agreement. See Part B of the Terms & Conditions for specific provisions which apply to You under this liability structure. Parts A, D and E of the Terms & Conditions also apply to You.
- If Your BusinessChoice Card is set up with the Business Liability structure, the Business is the borrower under the Agreement and is solely liable to us for all amounts outstanding under this Agreement. See Part C of the Terms & Conditions for specific provisions which apply to You under this liability structure. Parts A, D and E of the Terms & Conditions also apply to You.

If Your BusinessChoice Card has the Joint and Several Liability structure You can ask us to change the liability structure to the Business Liability structure at any time. However, we will do so only if we approve the request. We are not obliged to approve such a request.

The table below explains which parts of the Terms & Conditions apply to you.

<b>Person</b>	<b>Part of the Terms &amp; Conditions that applies you</b>
<b>The Business</b>	Parts A, D, E and: <ul style="list-style-type: none"> <li>• if Your BusinessChoice card has the Joint and Several Liability structure, Part B; or</li> <li>• if Your BusinessChoice card has the Business Liability structure, Part C</li> </ul>
<b>Each Principal</b>	Parts A, B, D and E
<b>Each Cardholder</b>	Parts D and E

If You entered into this Agreement prior to 3 May 2021, Your BusinessChoice card will have the Joint and Several Liability Structure (unless You have asked us to change the liability structure to the Business Liability structure and we have approved that request).

A Cardholder agrees to comply with the Conditions of Use (Part D of the Terms & Conditions) as soon as that Cardholder activates and uses the Card issued to them under this Agreement. You should ensure each Cardholder reads and understands this Agreement. You must provide each Cardholder with a copy of the Conditions of Use (set out in Part D) prior to that Cardholder's use and activation of their Card and make each Cardholder aware that Cardholders must comply with the Conditions of Use.

The BusinessChoice Cards and all of the Cards issued under this Agreement must be predominantly used for business purposes. The predominant purpose shall be for business purposes if the purpose for which more than half of the credit is used is for the benefit of the Business or if the credit is intended to be used to obtain goods or services for use for different purposes, the predominant purpose shall be for business purposes if the goods or services are mainly used for the benefit of, or in relation to, the Business.

## **2.0 Application of these Terms & Conditions.**

Every clause and sub-clause in these Terms & Conditions shall apply to every type of BusinessChoice Card product unless the clause or sub-clause suggest otherwise.

## **3.0 Conditions of Use.**

You must provide each Cardholder with a copy of the Conditions of Use (set out in Part D) prior to that Cardholder's activation and use of their Card.

You are liable to us for any non-observance of the Conditions of Use or any other part of this Agreement by a Cardholder.

## 4.0 The Card Account and the Billing Account.

- (a) Each Card Account shall be charged with:
- the amount for goods and services bought directly using the relevant Card from a Merchant or by mail, telephone, the internet or any other way authorised by us from time to time;
  - the amount of all Cash Advances obtained using the relevant Card or using Telephone Banking, Internet Online Banking or Corporate Online;
  - interest on purchases (where appropriate) and Cash Advances;
  - interest charges imposed on Cash Advances and purchases and on fees and interest charges in accordance with clauses 13.0, 14.0 and 15.0; and
  - all applicable fees and charges (as advised by us to the Business from time to time).
- (b) We rely on the amount shown on any sales voucher, Cash Advance brochure or transaction record as evidence of the cash price of the goods or services or the amount of the Cash Advance to which the transaction relates (but you may raise disputes).
- (c) Subject to clause 12 of these Terms & Conditions, the amount outstanding on each Card Account as of the Statement Date shall be added together to form part of the total amount outstanding for You and that total shall be recorded against the Billing Account.

## 5.0 Business Credit Limit (previously referred to as 'Facility Limit').

We have the sole discretion to set the Business Credit Limit and we may set the Business Credit Limit having regard to a number of things, including, but not limited to, the Business Credit Limit requested by the Business and our lending criteria. In determining the appropriate credit limit, we may perform credit checks with credit agencies on the Business, and each Principal (if the BusinessChoice Card has the Joint and Several Liability structure).

The Business may apply to us in writing at any time to vary the Business Credit Limit. However, we are not obliged to vary the Business Credit Limit as requested by the Business and we may not vary the Business Credit Limit as requested by the Business if doing so will result in our lending criteria not being met. We will notify the Business of the applicable Business Credit Limit approved by us. The outstanding balance of the Billing Account must not exceed the Business Credit Limit at any time. If the outstanding balance of the Billing Account exceeds the Business Credit Limit, You have to pay us the amount needed to reduce the outstanding balance to no more than Business Credit Limit. You may also incur a fee which may be applied to the Billing Account, the Card Account or both.

## **6.0 Card issuance and cancellation.**

A Card shall be issued only on the request by You in writing. Each request must specify in writing, if applicable, any transaction restrictions that are to apply to the Card.

If You require a Card to be cancelled, You must notify us immediately in writing. Subject to clause 16, You can give us this notice by facsimile or email. We may receive telephone notification of Your request to cancel a Card - however, we have no obligation to act on such telephone instructions if we are unable to identify the telephone caller to our satisfaction. In such a case, we may require written confirmation from You of the request for cancellation of the Card and we are not obliged to act on such a telephone request until such written notice is received to our satisfaction.

Our contact numbers are those specified at the front of this booklet or such other number as we have notified to You from time to time.

## 7.0 Credit Limit applicable to Cards.

### 7.1 This sub-clause 7.1 only applies to the following products.

- BusinessChoice Everyday Visa Credit Card;
  - BusinessChoice Everyday Mastercard Credit Card;
  - BusinessChoice Rewards Platinum Visa Credit Card;
  - BusinessChoice Rewards Platinum Mastercard Credit card.
- (a) You agree to advise each Cardholder of that Cardholder's Credit Limit.
- (b) If You would like to increase the amount of credit available to a Cardholder without increasing the Cardholder's Credit Limit, You may:
- deposit funds with us; and
  - notify us in writing that those funds or a specific portion of those funds are to be deposited to a specific Card Account.
- (c) If a Cardholder would like to increase the amount of credit available in respect of their Card, a Cardholder may deposit funds into their Card Account in accordance with clause 10.3(b) of these Terms & Conditions.
- (d) If there are any amounts due to us, You agree that despite any contrary instructions to us, we may use funds deposited in accordance with clauses 7.1(b) or 7.1(c) in payment of those amounts due.

### 7.2 This sub-clause 7.2 only applies to BusinessChoice Mastercard Credit Card\*.

- (a) Each Card issued under the Agreement shall have full access to the Business Credit Limit regardless of the number of Cards issued. Unless specifically agreed otherwise by us in writing, the Cardholder Credit Limit shall be the same as the Business Credit Limit.
- (b) The aggregate outstanding balance of all Cards issued under the Agreement must at all times not exceed the Business Credit Limit.

\*Shall not be available for sale on and after 22 February 2008.

## 8.0 Transaction restrictions.

By written notice to us, you may elect to make the following restrictions:

- not permit a Cardholder to undertake Cash Advances; or
- if a Cardholder is permitted to undertake Cash Advances, set a daily cash limit for that Cardholder (either \$200, \$300, \$400, \$500, \$1000, or \$2000 per day); or
- set the Cardholder Credit Limit, but only if the combined credit limit of all Cardholders does not exceed the Business Credit Limit.

We are not required to make any of the above restrictions unless we receive written notice from You setting out which, if any, of the above restrictions are required.

We may make other restrictions available from time to time. In addition, the Conditions of Use set out other general restrictions applying to the use of a Card.

You agree to notify each Cardholder of any restrictions that apply to the use of their Card.

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

- You are liable to us for all such transactions; and
- we are not liable to You, because any transaction for which authorisation is sought proceeds notwithstanding a restriction nominated by the Business.



## 9.0 Fees and charges.

Subject to all applicable laws, the Bank may charge the Billing Account or a Card Account with any fees and charges. The annual percentage rates and other fees and charges applying are variable in accordance with clause 22.

Please check the BusinessChoice Welcome Letter or our internet site and/or any other correspondence from us relating to fees and charges to work out which fees and charges are applicable.

Information on current fees and charges is available on request.

### 9.1 Government charges.

Subject to any applicable law, the Business must pay:

- any stamp duty payable in connection with the Agreement; and
- any other government duties, taxes, rates or charges now or in the future charged on or in relation to the use of a Card or transactions debited or credited to the Billing Account or Card Account, whether or not the Business is primarily liable for such duties, taxes, rates or charges. (These amounts will be debited to the relevant Billing Account or Card Account). If the Business is exempt from any of these government charges the Business must provide written notice to us of an appropriate exemption authority issued by the appropriate government body to enable us to apply the exemption.

## 10.0 Payments.

### 10.1 Payment obligations and application.

- (a) You must make payments in Australian currency.
- (b) All payments made shall be applied in the following order:
  - interest charges incurred;
  - fees and charges incurred;
  - government duties, taxes, rates and charges incurred;

- Cash Advances and purchases outstanding under Promotion Plans, shown on any statement. If more than one Promotion Plan applies, payment will first be applied to the Promotion Plan having the lowest annual percentage rate, then to the Promotion Plan having the next lowest annual percentage rate and so on, in ascending order. If the same annual percentage rate applies to two Promotion Plans, payment will first be applied to the Promotion Plan having the earlier expiry date. If one of those Promotion Plans does not have an expiry date, payment will first be applied to that Promotion Plan;
  - other purchases shown on any statement;
  - other Cash Advances shown on any statement;
  - Cash Advances and purchases outstanding under Promotion Plans, not shown on any statement. If more than one Promotion Plan applies, payment will first be applied to the Promotion Plan having the lowest annual percentage rate, then to the Promotion Plan having the next lowest annual percentage rate and so on, in ascending order. If the same annual percentage rate applies to two Promotion Plans, payment will first be applied to the Promotion Plan having the earlier expiry date. If one of those Promotion Plans does not have an expiry date, payment will first be applied to that Promotion Plan;
  - other purchases not shown on any statement;
  - other Cash Advances not shown on any statement.
- (c) You may, in any month, make a payment or payments which in aggregate exceed the amount of the minimum monthly payment of the Billing Account. However, if You do this, this does not affect Your obligation to pay in full the minimum monthly payment due in any subsequent month. If You do not pay the whole of any minimum monthly payment by its due date each month as set out in the statement of Billing Account, You may be liable for a missed payment fee in accordance with the Agreement.

## 10.2 Minimum payments.

The minimum payment that we require from You each month shall be shown on the statement of account for the Billing Account. The payment due date is 25 days after the Statement Date. If You do not wish to pay the full amount of the Closing Balance shown on the statement by the due date, You must pay at least the minimum payment shown on the statement by the due date. If the statement shows a Closing Balance, the minimum payment will be equal to:

- 3% of the Closing Balance (rounded up to the nearest dollar) or \$10, whichever is the greater, plus
- the greater of any unpaid past due amounts from previous statements or any amount that exceeds the Business Credit Limit.

You must pay the full amount of the Closing Balance if it is less than \$10.

## 10.3 Method of payment.

(a) You may make payments to the Billing Account by:

- transferring funds through Telephone Banking, Internet Online Banking or Corporate Online; or
- using the Card Autopay facility; or
- making a payment using BPAY® (® Registered to BPAY Pty Ltd ABN 69 079 137 518); or
- paying at one of our branches; or
- mailing cheque payments to us at the address shown on your statement. **YOU MUST NOT SEND US CASH THROUGH THE MAIL.**

(b) A Cardholder may make payments to the Card Account by:

- transferring funds from the Savings Account or Cheque Account at any Westpac ATM; or
- making a payment using BPAY; or
- paying at one of our branches; or
- mailing cheque payments to us at the address shown on your statement. **CARDHOLDERS MUST NOT SEND US CASH THROUGH THE MAIL; or**

- making a payment using the ATM.
- (c) Payments must be received and credited to the Billing Account by the due date. Payments will be credited to the Billing Account as soon as practicable after receipt.

If You cannot make a payment which is due, You should contact us immediately.

## **10.4 Card Autopay facility.**

- (a) You may authorise us to automatically withdraw funds from Your nominated account to make payments to the Billing Account using a Card Autopay facility. You may elect to pay:
- the minimum payment shown on the statement of account for the Billing Account or the full amount shown as the 'closing balance' on the statement of account for the Billing Account; or
  - a fixed dollar or percentage of the Closing Balance on the statement of account.
- (b) If the Closing Balance is less than Your nominated amount, the Closing Balance will be paid. If the fixed dollar or percentage is less than the minimum payment, we will debit the minimum payment.
- (c) If the automatic payment is dishonoured for any reason, You must promptly pay the amount of the required deduction. We may cancel Your Card Autopay facility if payments are dishonoured. We would normally contact You before we cancel Your Card Autopay facility.
- (d) You must advise us if You wish to terminate or change Your Card Autopay facility, including if You change the nominated account. Any changes will be effective from the next statement date following our confirmation of the change.

## 11.0 Processing date.

- (a) Transactions at our Merchant Terminals may be processed to the Card Account on the date of the transaction or the next Bank Business day.
- (b) We will process all other transactions to the Card Account at the end of the Bank Business Day it is received and if it is not received by us on a Bank Business Day or prior to a cut-off time on a Bank Business Day - it will be processed at the end of the next Bank Business Day. However, transactions may be assigned an effective date in accordance with clause 14.0.

## 12.0 Statements of Account.

- (a) Statements of account for the Billing Account shall be issued monthly and will be addressed to the Contact Person. In addition, each Cardholder will be provided a statement of account for their Card.

The relevant monthly period is called a 'Statement Cycle' and the last day of that period is the 'Statement Date'.

- (b) Statements of Account shall record the following:
  - (i) Transactions relating to each Card Account;
  - (ii) The amount outstanding on each Card Account at the Statement Date;
  - (iii) Transactions relating to the Billing Account;
  - (iv) The total amount outstanding owed by You at the Statement Date (referred to as the 'Closing Balance') and such Closing Balance shall be calculated as the sum of the amount outstanding for each Card Account at the Statement Date and any other amounts outstanding in relation to the Billing Account for that Statement Cycle.

- (c) When we calculate the Closing Balance in accordance with clause 12(b)(iv) of these Terms & Conditions, we do not take into account any amounts that have been deposited into a Card Account unless You notify us in writing that those funds are to be taken into account when working out the Closing Balance. One of the reasons for this is because those funds have been set aside to be used for a particular Card. If You want us to do this in any particular month, You have to notify us a reasonable time before the Statement Date (generally at least two (2) Bank Business Days) to allow us enough time to process Your request. If You do not want those funds taken into account when working out Your Closing Balance, You may have a higher minimum monthly payment due and have higher interest charges.
- (d) All transaction details will be expressed in Australian currency.
- (e) In some circumstances, card scheme rules allow us to charge a transaction on the Billing Account or Card Account back to the merchant with whom the transaction was made. This is known as a chargeback.

You should report a disputed transaction to us as soon as possible so that we may reasonably claim a chargeback right. Chargeback rights are not available for all types of transactions. For example, we cannot claim a chargeback in relation to BPAY Payments from the Billing Account or Card Account.

If it is available, we will claim a chargeback right for a transaction on Your Billing Account or Card Account if:

- You ask us to do so; and
- You give us the information and material we require to support a chargeback, within 30 days after the date of the statement on which the transaction is recorded. Otherwise any chargeback right we have may be lost.

## 13.0 Interest.

- (a) Subject to clause 13.0(b) of the Terms & Conditions, BusinessChoice Cards shall have an interest-free period applying to purchases using the Card(s) and fees related to purchases ('**Purchase Fees**') and that interest-free period shall be calculated in accordance with clause 15 of the Terms & Conditions. There is no interest-free period for interest charges on purchases and on Purchase Fees.
- (b) The BusinessChoice Mastercard Credit Card\* does NOT have an interest-free period available.
- (c) An interest-free period does not apply to Cash Advances or fees related to Cash Advances ('**Cash Advance Fees**') or interest on Cash Advances or on Cash Advance Fees at any time and may not apply to some Promotional Plans from time to time.
- (d) Interest charges on Cash Advances, Cash Advance Fees and on interest on Cash Advances and on Cash Advance Fees and on purchases, Purchase Fees and on interest on purchases and on Purchase Fees (not receiving the benefit, or no longer receiving the benefit of an interest-free period) shall be calculated in accordance with clauses 14 and 15 of these Terms & Conditions.

Interest charges will be detailed on the statement of account.

Information on current interest rates is available on request.

## 14.0 Calculation of interest charges.

- (a) Cash Advances and purchases outstanding at the beginning of the Statement Cycle and recorded during the Statement Cycle are separately assessed for interest charges under different conditions. Interest as applicable on Cash Advance Fees, and interest on Cash Advance Fees and on Purchase Fees and interest on Purchase Fees are also separately assessed for interest charges under different conditions.

\*Shall not be available for sale on and after 22 February 2008.

(b) We charge interest on interest charges on:

- Cash Advances and Cash Advance Fees which we debit to the Card Account or Billing Account as applicable. There is no interest-free period for those interest charges. We add those interest charges to the balance of Cash Advances and Cash Advance Fees.
- Purchases and Purchase Fees which we debit to the Card Account or Billing Account as applicable, subject to any interest-free period for those interest charges. We add those interest charges to the balance of purchases and Purchase Fees.

(c) Interest is charged as follows:

- **Cash Advances** If a Cash Advance is made after the start of the Statement Cycle to which the statement relates, the interest charge on the Cash Advance is calculated from the date the transaction is made or from the date assigned to the transaction in accordance with clause 14(e) (the 'transaction date') until the amount is paid in full. If the transaction date was before the start of the Statement Cycle to which the statement relates, the interest charge on the Cash Advance is calculated from the first day of the Statement Cycle until the amount is paid in full.
- **Purchases** If a purchase is made after the start of the Statement Cycle to which the statement relates, the interest charge on the purchase is calculated from the transaction date until the amount is paid in full, unless the purchase is eligible to obtain the benefit of an interest-free period. If the transaction date was before the start of the Statement Cycle to which the statement relates, the interest charge on the purchase is calculated from the first day of that statement cycle until the amount is paid in full, unless the purchase is eligible to obtain the benefit of an interest-free period.
- **Interest and fees** For interest and annual fees, interest is charged from the first day of the next statement after the Statement Cycle in which the interest or annual fee



is incurred. For fees other than interest and annual fees, interest is charged from the date shown on the statement for these fees. Interest charges are debited to the Card Account or Billing Account every statement date. Interest charges for each Statement Cycle shall be calculated up to and including the statement date of that Statement Cycle.

**(d) Interest charges on the Cash Advance balance and the Purchase balance**

The interest charges on Cash Advances and Cash Advance Fees, and on interest on Cash Advances and Cash Advance Fees (together 'the Cash Advance Balance') and on purchases and on Purchase Fees (not receiving the benefit of the interest-free period) and on interest on purchases and Purchase Fees (together 'the Purchase Balance') are calculated daily, by applying the Daily Percentage Rate separately to the unpaid daily Cash Advance Balance and Purchase Balance. The total amount of interest charges debited to the Card Account or Billing Account is the sum of these interest charges for the number of days in the Statement Cycle and may include adjustments relating to prior statement cycles.

- (e) We may assign any date we consider reasonably appropriate to a debit or a credit to the Billing Account or Card Account, but in the case of a debit, that date must not be earlier than the date on which the relevant transaction occurred. If we do this, we make consequential amendments (for example, to interest). You are liable to us for the amount of any purchase or Cash Advance from the date we assign to the transaction under this section, and the credit we provide under those amounts is payable under this Agreement.

We may subsequently adjust a debit or credit to the Billing Account or Card Account so as to accurately reflect the legal obligations of You and us (for example, because of an error or the dishonour of a cheque). If we do this, we may make consequential amendments (for example, to interest).

## 15.0 Interest-free period for purchases.

If an interest-free period applies to a purchase and a Purchase Fee, it will consist of:

- (a) the 'initial interest-free days' which starts from the transaction date and ends on the Statement Date; and
- (b) 'further interest-free days' which start after the Statement Date and end on the due date or payment date (whichever is earlier).
- (c) **When does the 'initial interest-free days' condition apply?**

The 'initial interest-free days' will apply to a purchase if You pay the Closing Balance in full (including any amount outstanding in relation to a Promotional Plan) by the due date shown on the statement preceding that purchase.

- (d) **When does the 'further interest-free days' condition apply?**

A purchase will have 'further interest-free days', only if:

- (i) the Closing Balance is paid in full (including any amount outstanding in relation to a Promotional Plan) by the due date shown on the statement preceding the purchase (i.e., the 'initial interest-free days' condition has been met); and
  - (ii) the Closing Balance is paid in full (including any amount outstanding in relation to a promotional Plan) by the due date shown on the statement recording that purchase.
- (e) **How many 'further interest-free days' apply?**  
Up to 25 days.
  - (f) **What happens if payment is not made in full?**

If the full amount of the Closing Balance (including any amount outstanding in relation to a Promotional Plan) is not paid in full by the due date shown on Your statement, unpaid purchases outstanding as well as all new purchases will be included in the calculation of the interest charge.

**(g) Will an interest-free period apply to all transactions?**

No. An interest-free period will not apply to Cash Advances or to Cash Advance Fees or to interest on Cash Advances and Cash Advance Fees at any time and may not apply to some Promotional Plans from time to time.

## **16.0 Facsimile service/email service.**

Where You have indicated on the application form that You consent to communicating with us by facsimile or email, You agree as follows:

- (a) Each facsimile instruction will be signed in accordance with the Business or Principal's current authorities held by us and will be in a form satisfactory to us. Email shall also be accepted from those authorities when the email originator is the same.
- (b) Provided a facsimile or email instruction appears on its face to be genuine, we will have no obligation to verify the authenticity or accuracy of any facsimile or email instruction received from the Business or Principal or purporting to have been sent by the Business or Principal.
- (c) We may act on any directions contained in such facsimile and/or email instructions, regardless of by whom the actual or purported instructions were transmitted or by what means any signature may have been affixed to the instruction and notwithstanding that such instruction may have been initiated or transmitted in error or fraudulently or may otherwise have been altered or distorted prior to or in the course of transmission.
- (d) We may, in our absolute discretion, defer acting in accordance with the whole or any part of a facsimile and/or email instruction pending further enquiry to or confirmation by the Business or Principal but we will not be under any obligation to do so in any case.
- (e) You will release us from and compensate us for all actual losses and liabilities arising from (but excluding to the extent due to our or our agent's fraud, wilful misconduct or negligence) any payment or action we may

make based on any instruction (even if not genuine) that we receive by facsimile and/or email bearing the Billing Account or Card Account reference details, Card number and signature(s) apparently that of an authorised signatory on the Billing Account or Card Account. You have to pay us these amounts within two (2) Bank Business Days after we ask for them.

**Please be careful!** There is a risk that fraudulent facsimile and/or email instructions may be made by someone who has access to the Billing Account or Card Account reference details, Card numbers and a copy of the signature of an authorised signatory on the Billing Account or Card Account, and/or access to the email account of a Contact Person or Principal.

## 17.0 Rewards – independent tax and legal advice.

We recommend that You obtain Your own independent taxation and legal advice prior to entering into this Agreement, including in relation to the tax treatment of any rewards provided under a consumer loyalty program. Please note that rewards may be subject to income tax or fringe benefits tax.

## 18.0 Account maintenance.

### 18.1 Change of name or address or functions of the Business.

- (a) You agree to promptly notify us of any change to the name or address of any Principal, Cardholder or of the Business (or at least within three (3) Bank Business Days of the Business becoming aware of that change).
- (b) You agree to promptly notify us of any change in the material activities of the Business (or at least within one (1) Bank Business Day of the Business becoming aware of that change).

## **18.2 Death of Principal or Cardholder.**

You agree to promptly notify us of the death of any Principal or Cardholder (or at least within one (1) Bank Business Day of the Business becoming aware of such a death).

## **18.3 Change of BusinessChoice Product Type.**

You agree that:

- (a) a Business with an existing type of BusinessChoice product (Existing Product) may only change to another type of BusinessChoice product (New Product) by separately applying for that New Product;
- (b) we, for any reason (including, without limitation, credit risk reasons) and at our sole discretion, may refuse an application for a New Product; and
- (c) if we approve an application for a New Product and provide the Business with the New Product, You are deemed to immediately terminate the Agreement for the Existing Product at the time when You enter into the Agreement for the New Product.

## **18.4 Credit review.**

We can review your Facility:

- at any time specified in Your Welcome Letter (or if no time is specified, annually);
- if we consider there is or may be a default under this Agreement or another arrangement You have with us (or that a default will occur);
- at any other time after we have given You reasonable notice.

After a review, if we consider there has been or will be circumstances which increase our credit risk, we will give You notice in writing. In that notice we can change the Terms & Conditions of Your facility (including the pricing of Your facility). We will also tell You the effective date of the changes. This will be at least 30 days after the date of the notice.

If You do not accept the changes, you will have to tell us before the effective date and you will have to repay everything You owe under this Agreement within 60 days after the effective date.

You acknowledge that we will provide personal information to one or more credit reporting agencies as permitted by the *Privacy Act 1988* (Cth) for each review and that a credit report may be obtained from these credit reporting agencies for the purpose of any such review.

## 19.0 Financial crimes monitoring.

In order for us to meet our anti-money laundering and counter financing of terrorism obligations, we shall be increasing the levels of control and monitoring we perform.

You agree that:

- transactions may be delayed, blocked or refused where we have reasonable grounds to believe that they breach Australian law or the law of any other country;
- we may from time to time require information (including additional information to that already provided to us) about You, a Cardholder or another person in order to meet our anti-money laundering and counter financing of terrorism obligations and, if so, You agree to obtain this information and provide it to us as soon as practicable and make any disclosures or obtain any consents to ensure we and You meet our obligations under the *Privacy Act 1988* when doing so;
- where legally obliged to do so, we may disclose the information gathered to a regulator and/or law enforcement agencies;
- where we have reasonable grounds to believe that a suspicious matter has arisen in relation to the Agreement, we are obliged to complete and render a report to the Federal Government (AUSTRAC or similar organisation). A suspicious matter includes any transaction that we believe may be of relevance to the investigation or prosecution of any breach or attempted breach of an Australian law (including laws related to money laundering, tax evasion, financing of terrorism or the proceeds of crime); and
- You or any Cardholder will not initiate or conduct a transaction that may be in contravention of Australian law or the law of any other country.

## 20.0 Banking Code.

The relevant provisions of the Banking Code apply to this Agreement if You are a Small Business or an individual that is not treated as a Small Business under the Banking Code.

## 21.0 Representations and warranties.

### 21.1 General representations and warranties.

You make the following representations and warranties:

- You have all necessary power to enter into and perform Your obligations under this Agreement, to carry out transactions contemplated by this Agreement.
- You have each licence and permit necessary to carry on Your business.
- Each financial statement and all other information given by You (or on Your behalf) to us is complete, correct and not misleading in a material respect.
- You have not withheld any information that might reasonably be expected to have caused us not to approve Your application for a BusinessChoice Card.
- There is no litigation, tax claim, dispute or administrative or other proceeding current or, to Your knowledge, threatened, which will have a material impact on Your ability to perform Your obligations under this Agreement.
- In giving effect to this Agreement, You have not contravened and will not contravene or violate in any respect a provision of a law, or judgement, ruling, order, decree, guideline or directive issued by any Government Agency; any legislative requirement nor any provision of its constitution, or any deed, agreement or other document to which You are a party.
- You do not hold any asset as the trustee of any trust except as disclosed in writing to us.

## **21.2 Additional representations and warranties if You are a trustee.**

If You are signing as trustee of a trust or settlement, You also make the following representations and warranties:

- You have the right to receive trust assets to reimburse or otherwise compensate You in full for Your liabilities under the Agreement.
- The trust assets are sufficient to cover Your financial obligations under the Agreement as and when they become due and payable (taking into account all trust liabilities).

## **21.3 Additional representations and warranties if you are a partner in a partnership.**

If You are signing as a partner in a partnership, You also make the following representations and warranties:

- You have not done or allowed anything which could result in the dissolution of the partnership.
- You have told us about any changes to the partnership (e.g. a partner dies, leaves or joins the partnership).
- You have done everything we have asked to ensure all partners of any existing or new partnership are bound by the Agreement to which You are a party.

## **21.4 When are these representations and warranties given?**

Each of the representations and warranties in this clause continue for as long as this Agreement is in place.



## 22.0 Variations.

We may change the Agreement as set out in this clause.

It is important that Your contact details given to us are up to date. If they are not, we may not be able to notify You of changes (although we will take reasonable steps to do so).

(a) Changes we can make on a general basis.

We can make the following types of changes if we apply them to a class of customers or to a product type or feature:

- changes to the annual percentage rate (which includes the rate for purchases, cash advances and balance transfers);
- changes to how we calculate interest and how often we debit interest (including any interest-free period);
- changes to payments (including changes to the amount, frequency, number of payments, the time of payment or how we calculate payments);
- changes to fees and charges (including introducing new fees and charges, changing the amount of them or the time of payment);
- other changes which:
  - reflect changes in law, an official directive, or the guidelines or requirements of a regulator;
  - impose, remove or adjust transaction limits;
  - reflect changes to our pricing;
  - reflect changes to our business or technological systems;
  - reflect current industry or market practice or conditions;
  - are administrative or correct a mistake or omission;
  - we reasonably think You will benefit from; or
  - are reasonably necessary to protect our legitimate interests.

(b) Changes we can make that will only apply to You.

We can make some changes that will only apply to You. These are:

- reducing the credit limit or cash advance limit;
- other changes which:
  - reflect our risk associated with You, the credit card and any security;
  - are administrative or correct a mistake or omission; or
  - reflect changes to our business or technological systems;
- any other change which reduces Your obligations or gives You more time to pay us.

(c) How we notify You of changes.

We may notify the Business of changes as set out in the following table:

Type of change	Time frame	Method of notification
<b>Reduction in your obligations or change that gives you more time to pay us</b>	As soon as reasonably possible (which may be before or when we send your next statement of account after the change takes effect)	In writing or electronically
<b>Changes to fees and charges</b> (including the introduction of new fees and charges)	30 days in advance	In writing or electronically

<b>Type of change</b>	<b>Time frame</b>	<b>Method of notification</b>
<b>Interest rate changes</b>	No later than the date of the change, except where the rate is linked to money market rates or other rates – changes to which we cannot notify you of in advance	In writing, electronically or through an advertisement in a major newspaper
<b>Change in the way interest is calculated or charged to your account</b>	30 days in advance	In writing or electronically
<b>Government charges</b>	30 days in advance of the change, unless the change has been publicised by a government agency, government or representative body in which case we do not have to notify you of these changes	In writing, electronically or through an advertisement in a major newspaper

Type of change	Time frame	Method of notification
<b>Reduction in the credit limit or the cash advance limit or a refusal to authorise further transactions on the credit card</b>	30 days in advance unless: <ul style="list-style-type: none"> <li>• there is a Default;</li> <li>• we believe that the use of the card may cause loss to you or us; or</li> <li>• you have not used the credit card for 6 months,</li> </ul> in which case we will notify you in the next statement of account after the change takes effect.	In writing or electronically
<b>Any other term or condition</b>	30 days in advance	In writing, electronically or through an advertisement in a major newspaper

We may give you shorter notice (or no notice) where it's reasonable for us to manage a material and immediate risk.

By 'electronically', we mean by:

- electronic communication to your nominated electronic address; or
- making particulars of changes available at our website: [westpac.com.au](http://westpac.com.au)

You are responsible to advise each Cardholder of any variation.

## 23.0 Notices.

Subject to clause 16, we will be flexible about how notices are given to You. They might be provided in writing including by statement of account, by facsimile or by newspaper advertisement depending on the nature of the notice.

The Business must give us a notice by posting it to the address mentioned in the inside front cover of this booklet (or any other address we inform the Business that notices must be sent from time to time) or by transmitting a facsimile to the number in this booklet (or any other number we inform the Business that notices must be sent from time to time) in accordance with clause 16.

## 24.0 Default – accelerated payment of amounts.

It is a Default under this Agreement if:

- the whole of any amount due is not paid by its due date;
- the Business or a Principal do any of the following and it has a material impact (as defined below):
  - don't comply with the law; or
  - give us incorrect, incomplete or misleading information in connection with your credit card; or
  - use the credit card for a purpose which we have not approved;
- the Business or a Principal becomes insolvent, commits an act of bankruptcy or enters into any arrangement with any creditors;
- The Business is a corporation and:
  - an administrator, receiver, receiver and manager, liquidator or similar officer is appointed; or
  - an order is made for the corporation's administration, winding up or dissolution or steps are taken towards this (for example, a resolution is passed, or an application is made to a court).

A Default has a 'material impact' if we reasonably consider that the event by its nature is material, or the event has had, or is likely to have, a material impact on:

- the Business or a Principal's ability to meet its financial obligations under the Agreement (or our ability to assess this);
- our security risk (or our ability to assess this); or
- our legal risk or reputation.

In the event of a Default, we may require the Business and any Principal pay promptly all amounts due under the Agreement that would not otherwise have been immediately payable.

Before we require immediate payment we will give you at least 30 days' notice and an opportunity to correct any Default that can be corrected (unless the law or an industry code to which we subscribe does not require us to give you notice).

We don't have to give you any period to rectify the matter (or we can give you a shorter period) if:

- the default can't be rectified, or
- it's reasonable for us to act to manage a material and immediate risk relating to:
  - the default,
  - your particular circumstances, or
  - the value of the security interest in our favour.

## **25.0 Set off – no deduction.**

You have to make payments to us in full and without any set-off, counterclaim or deduction.

We can set off any amount owing by us to You (whether or not due for payment) against any amount due for payment by You to us in connection with this Agreement.

## 26.0 Assignment.

You cannot transfer or otherwise deal with Your rights under this Agreement or allow any interest in it to arise without our consent. We can do any of these things without Your consent (and we often need to as part of our ordinary business). If we do this, You cannot claim against any transferee (or any other person who has an interest in this Agreement) any right of set-off or other right you have against us.

## 27.0 Indemnity and costs.

- (a) You agree to compensate us for all direct loss, reasonable cost and expense we may sustain or incur arising directly as a result of:
- (i) any negligence, misrepresentation, omission or fraud on the part of the Business, its servants, employees, contractors or agents, a Principal, a Cardholder or the Contact Person with respect to the performance of Your obligations under this Agreement; or
  - (ii) any breach or non-compliance of any of Your or a Cardholder's obligations under this Agreement.

However, this does not include liability, loss, cost or expenses sustained or incurred to the extent caused by the fraud, negligence or wilful misconduct of us, our related entities, contractors or employees.

You must pay us these amounts within two (2) Bank Business Days after we ask for them.

- (b) Each obligation under this clause:
- (i) is a separate, independent and continuing obligation payable on demand;
  - (ii) has effect despite any time, waiver or indulgence granted; and
  - (iii) survives termination or discharge of this Agreement.

## 28.0 No waivers.

If we do not take some action when we are allowed to, it does not mean we are giving up the right to take that action at a later date and You agree we are permitted to take that action at a later date.

## 29.0 Enforceability and validity.

If any provision of this Agreement is unenforceable in any jurisdiction that does not invalidate the remaining provisions of this agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

## 30.0 Governing law.

This Agreement is governed by the laws of New South Wales.

## 31.0 Electronic communication.

Where You have provided electronic contact details, and if the law allows it, we may communicate with You electronically.

Examples of electronic communication include us sending You emails at an email address You have supplied or an SMS to a mobile number You provided, or other similar mediums.

By providing us an electronic address (e.g. email address, mobile telephone number) You:

- agree to receive any communications from us via electronic means;
- acknowledge and agree that:
  - You may not receive further paper documents;
  - You may not receive a paper copy of any communication we send electronically;
  - You will check the email address You provide regularly for further notices and communication; and
  - You can withdraw your consent to receive electronic communications at any time.



## 32.0 Our reporting obligations.

We are required under domestic and international laws to collect and report financial and account information relating to individuals and organisations who are, or may be, foreign tax residents. We may ask You whether You or any shareholder, beneficiary, settlor or controlling person are a foreign tax resident from time to time, such as when You open an account with us, or if Your circumstances change. If You do not provide this information to us we may be required to limit the services we provide to You.

Unless You tell us otherwise, by completing any application, You certify that any shareholder, named beneficiary, settlor or controlling person is not a foreign tax resident. You must tell us if You, or any shareholder, named beneficiary, settlor or controlling person is, or becomes, a foreign tax resident (unless an exemption applies, such as for shareholders of listed companies). Where there are no named beneficiaries (e.g. for beneficiaries identified only as a class) You must tell us if a beneficiary is a foreign tax resident immediately when any decision is made to identify and make a distribution to them. You may contact us to provide foreign tax residence information by calling 1300 725 863.

We cannot give tax advice, so please contact Your independent tax advisor if You need help finding out whether any person is a foreign tax resident.

## **Part B – Additional provisions that apply if your BusinessChoice card has the Joint and Several Liability structure**

This Part B applies if Your BusinessChoice Card has the Joint and Several Liability structure.

### **33.0 Who the Agreement is with.**

The Agreement is between us and the following:

- the Business;
- Principal 1; and
- Principal 2 (if there is a Principal 2).

The Business and each Principal is bound by the Agreement as soon as any Cardholder first uses a Card.

Each Principal remains bound by this Agreement even if they are no longer a proprietor of the Business or otherwise represent the Business, unless we agree in writing that they are no longer bound by this Agreement.

The Business and the Principal must obtain our written approval prior to removing a person as being a Principal under this Agreement. We, acting reasonably, may refrain from giving such a written approval for any reason.

### **34.0 Joint and Several Liability and Termination.**

The Business and each Principal are joint borrowers under the Agreement and each is liable to us jointly and severally for all amounts outstanding under this Agreement from time to time, notwithstanding the fact that outstanding balances under the Agreement may be periodically debited to a bank account conducted by the Business. This means that each Principal or the Business itself may be required to pay the whole outstanding amount, even though they may have some other arrangement among themselves or not all of them benefit equally under the Agreement.

Where the Business constitutes more than one party (e.g. it is a partnership), each such party shall be jointly and severally liable.

The Business and each Principal must give written notice of their intention to terminate this Agreement prior to terminating this Agreement. The Business or a Principal may terminate their liability in respect of increases in the Business Credit Limit or increases in a Cardholder's Credit Limit (but not other amounts owing to us) by giving written notice and only if we are permitted to terminate all of our obligations to all other parties in respect of the further credit limit increase.

If the Agreement is terminated, irrespective of who initiates the termination or irrespective of the reasons for the termination, all Cards shall be immediately cancelled and no further credit shall be extended on the Billing Account or any Card Account and all amounts outstanding under the Agreement (including amounts that would not otherwise be due) shall become immediately payable by the Business and each Principal to us. The Business must return all Cards to us as soon as practicable after receiving, or providing, notification of the termination of the Agreement.

The Business and each Principal remains jointly and severally liable for all amounts outstanding under the Agreement after termination of the Agreement including all transactions made by any Cardholder prior to or after termination of the Agreement.

## **35.0 Each Principal must be a Cardholder.**

Each Principal must be a Cardholder. Each Principal must collect their card from the nominated branch and they must activate their card before they and any other Cardholder may use their Card Account.

## 36.0 Responsibility for Cardholders.

The Business and each Principal must ensure that each Cardholder is provided with a copy of the Conditions of Use prior to that Cardholder's use of their Card.

The Business and each Principal is liable to us for any non-observance of the Conditions of Use or any other part of this Agreement by a Cardholder.

## 37.0 Additional provisions relating to changing card limits.

This clause only applies to the following products:

- BusinessChoice Everyday Visa Credit Card;
- BusinessChoice Everyday Mastercard Credit Card;
- BusinessChoice Rewards Platinum Visa Credit Card;
- BusinessChoice Rewards Platinum Mastercard Credit Card.

The Business and each Principal may apply to us in writing at any time to vary the credit limit applicable to any Card. The varied credit limit when added to the credit limit of all other Cards which have been issued under the Agreement must not exceed the Business Credit Limit. If we approve an application to vary a credit limit applicable to a Card, we shall notify the Business of the varied credit limit and specify the date upon which the variation shall take effect. The Business agrees to notify the Cardholder of any such variation (including any other Cardholders whose credit limit is affected by the change).

## **38.0 Additional provisions relating to changing Business Credit limits.**

If in our opinion, an emergency situation exists, we may, at our sole discretion, increase the Business Credit Limit at the request in writing of the Business or a Principal. Such increase will be subject to the conditions advised at the time of the increase.

## **39.0 Changing your liability structure.**

You may request, in writing to us at any time, to change the liability structure that applies to the BusinessChoice Card from joint and several liability to business liability. However, we are not obliged to approve such a request and can for any reason (including credit risk reasons) refuse that request. If we approve the Business' request to change the liability structure:

- Part B of these Terms & Conditions will no longer apply to the BusinessChoice Card and Part C will apply;
- Each Principal is no longer bound by this Agreement;
- If our approval is conditional on the Business Credit Limit being reduced to a limit below the current outstanding balance, You must first repay the difference before the change in liability structure becomes effective.

## **Part C – Additional provisions that apply if your BusinessChoice Card has a Business Liability structure**

This Part C applies if your BusinessChoice Card has the Business Liability structure.

### **40.0 Who the Agreement is with.**

The Agreement is between us and the Business.

### **41.0 Liability and Termination.**

The Business is the borrower under the Agreement and is liable to us for all amounts outstanding under this Agreement from time to time, notwithstanding the fact that outstanding balances under the Agreement may be periodically debited to a bank account conducted by the Business. Where the Business constitutes more than one person (e.g. it is a partnership), each such person shall be jointly and severally liable.

The Business must give written notice of its intention to terminate this Agreement prior to terminating this Agreement.

If the Agreement is terminated, irrespective of who initiates the termination or irrespective of the reasons for the termination, all Cards shall be immediately cancelled and no further credit shall be extended on the Billing Account or any Card Account and all amounts outstanding under the Agreement (including amounts that would not otherwise be due) shall become immediately payable by the Business to us.

The Business remains liable for all amounts outstanding under the Agreement after termination of the Agreement including all transactions made by any Cardholder prior to or after termination of the Agreement.

# Part D – Cards Conditions of Use

## 42.0 These Conditions of Use.

### 42.1 Introduction.

- (a) These Conditions of Use govern the use of a Card. You must ensure each Cardholder reads, understands and complies with these Conditions of Use.
- (b) A Card enables a Cardholder to access the Card Account and, if requested by You and agreed by us, a Cheque Account and/or Savings Account. A Cardholder shall only be permitted to use their Card to access a Cheque Account or Saving Account which the Cardholder is authorised to operate in their sole capacity.
- (c) If a Cardholder does not understand anything contained in these Conditions of Use or any other document relating to the Card, they should talk to You, or our staff. We will be happy to help.
- (d) A Cardholder must comply with these Conditions of Use, all other separate Terms & Conditions (express or implied) applicable to a Card Account (including the Terms & Conditions) when conducting transactions involving the use of your Card and, where appropriate, your PIN.
- (e) If there is any inconsistency between these Conditions of Use and the Terms & Conditions, the Terms & Conditions shall prevail.

### 42.2 When the Conditions of Use take effect.

Unless a Cardholder has previously accepted these Conditions of Use, any use of the Card will be taken by the Cardholder as agreement to comply with the Agreement (including these conditions of use).

## 43.0 The Card and PIN.

### 43.1 Use of the Card.

- (a) When the Card is used to access the Card Account, the Card must be used predominantly for business purposes. The predominant purpose shall be for business purposes if the purpose for which more than half of the credit is used is for the benefit of the Business or if the credit is intended to be used to obtain goods or services for use for different purposes, and is for business purposes if the goods or services are mainly used for the benefit of, or in relation to, the Business.
- (b) A Cardholder must not use the Card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of Australia and/or the laws of the location where the Card is used.
- (c) Where we have reasonable grounds to suspect that an unlawful transaction has occurred on the Card Account, we are obliged to render a suspicious matter report to the Federal Government (AUSTRAC).
- (d) A Card is valid only if it has been signed by the Cardholder.
- (e) A Card is only to be used during the validity period. If the Card is outside of the validity period the Cardholder must destroy that Card immediately by cutting it into several pieces and disposing of them securely.
- (f) A Cardholder must not use the Card if the Card has been suspended, cancelled or the Agreement has been terminated or the Cardholder have otherwise been instructed by us or by You not to use the Card.



## 43.2 Selection/Issue of PIN.

All Cards will be issued with a PIN subject to any restrictions by You:

- (a) A Cardholder will be required to select a PIN unless we allocate a PIN to the Cardholder when the Card is first issued.
- (b) A Cardholder may set or change their PIN at any time. Visit [westpac.com.au](http://westpac.com.au) to find out how.
- (c) If a Cardholder's PIN is lost or stolen, a Cardholder may select a new PIN or we may issue the Cardholder with a new PIN, or, in some circumstances, we may issue the Cardholder with a new Card and PIN.
- (d) A Cardholder can use their existing PIN with a Card that replaces a Card reported lost or stolen, unless we tell them otherwise.

## 43.3 Card validity and expiry.

- (a) The Card is valid only if it is signed by the Cardholder and is used during the validity period shown on the face of the Card.
- (b) The Cardholder must destroy any Card that is no longer valid, by immediately cutting it into several pieces and disposing of them securely.

## 43.4 Card reissue.

We may issue a new Card to a Cardholder when cards expire or at any time we deem fit. All such Cards are subject to this Agreement (including these Conditions of Use). We reserve the right not to reissue a Card.

## 43.5 All Cards remain our property.

Each Cardholder agrees that the Card remains our property and each Cardholder agrees to return their Card to us upon our request. We may require the return of a Card for any reason, these may include, but are not limited to:

- cancellation of the Card; or
- closure or termination of the Billing Account or Card Account; or
- the closure or winding up of the Business; or
- termination of a Cardholder's authority to use the Card.

## 44.0 Using the Card.

### 44.1 Where can a Cardholder use the Card?

(a) You may restrict the types of transactions that a Cardholder may undertake with their Card when accessing the Card Account (refer to clause 8 of the Terms & Conditions – You must notify a Cardholder of these restrictions). In addition to these restrictions, there may be other restrictions, including one or more of the following:

- the types of Merchants, financial institutions or Electronic Banking Terminals that may accept the Card;
- the country where the Merchant, financial institution or Electronic Banking Terminal is located that may accept the Card;
- the number and/or value of transactions a Cardholder may make;
- the day of the week and/or the time of day that a Cardholder may make transactions;
- whether a Cardholder may undertake purchase transactions with the Card.

(b) Subject to clauses 44.1(a) and 44.2(a), a Cardholder may use the Card as follows:

- (i) at most ATMs in Australia for cash withdrawals and balance enquiries;
- (ii) at Westpac ATMs in Australia for transfers of funds between accounts;
- (iii) at selected Westpac ATMs in Australia for:
  - deposits to an account;
  - an ATM mini-statement listing up to the last 10 entries on a Cheque Account or Savings Account and the available balance of the account;
  - a listing of account balances of up to 10 accounts that may be accessed by the Cardholder (All Accounts Balance Summary);
- (iv) at ATMs overseas bearing the Visa and Mastercard logo for cash withdrawals or at ATM bearing the Cirrus logo (Mastercard only) for cash withdrawals and balance enquiries;

- (v) at EFTPOS terminals in Australia to pay for goods or services provided by a Merchant;
  - (vi) for transactions on the Card Account at any Merchant including by mail, telephone or internet order or at any financial institution or Electronic Banking Terminal, in Australia and most overseas countries, displaying the applicable scheme logo for the Card.
- (c) If the Cardholder uses the Card outside Australia, Australian exchange control requirements may apply. Details of requirements, if any, may be obtained from our branches.

## **44.2 Do transactions have to be authorised?**

- (a) Certain transactions on the Card Account may need to be authorised by us before they can proceed (even if they are of a type You have not restricted under clause 44.1). Prior to any transaction being completed, the Merchant or other person involved in the transaction may obtain an authorisation for the transaction.

We may not authorise a proposed transaction in certain circumstances, for example if:

- it is not within the transaction restrictions imposed on the Card by You;
  - the Cardholder Credit Limit would be exceeded; or
  - the overall Business Credit Limit would be exceeded.
- (b) Once the authorisation is obtained, it will reduce the amount of available funds on the Card Account. If the purchase or other transaction is not completed, the amount of available funds on the Card Account may continue to be reduced for up to four working days after the authorisation is obtained.
- (c) We reserve the right to reasonably decline authorisation for any transaction made using the Card.

### **44.3 How much credit can a Cardholder obtain?**

- (a) We will notify You and the Cardholder of the credit limit that applies to the Card (i.e. the Cardholder Credit Limit). The credit limit is the amount of credit that is available by using the Card.
- (b) Transactions made by a Cardholder must not exceed that Cardholder's Credit Limit and the available Business Credit Limit.
- (c) To protect against fraud, a Cardholder must not draw against the value of deposited cheques until three (3) working days after the deposit has been made. (In certain uncommon circumstances, this period may be extended by a further one, or even two, working days). If drawings are made against a deposited cheque before it has been paid by the financial institution on which it is drawn, You will have to reimburse us if the cheque is subsequently dishonoured.

### **44.4 Merchants and financial institutions.**

- (a) We are not responsible if a Merchant or financial institution refuses or is unable to accept the Card. Subject to any applicable law, we are not responsible for goods or services supplied to a Cardholder or You. If a Cardholder has a complaint or concern about goods or services purchased with the Card, the Cardholder or You must resolve this directly with the Merchant.
- (b) Card promotional material displayed on any premises is not a warranty by us, by any other financial institution or by Merchants carrying on business there that all goods and services available at those premises may be purchased with the Card.

### **44.5 Cash Advances at branches and other financial institutions.**

If You have authorised the Card to be used for Cash Advances from the Card Account:

- (a) The minimum amount a Cardholder may obtain may vary between financial institutions. The minimum a Cardholder may obtain at our branches in Australia is \$20.

(b) Before a Cash Advance has been processed, a Cardholder may be required to provide the following identification:

In Australia, either:

- a passport or driver's licence bearing the Cardholder's photo; or
- any two of the following items:
  - identity card bearing the Cardholder's photo;
  - driver's licence without a photo;
  - another credit or debit card bearing the Cardholder's signature;
  - an employee identity card, union card or student card bearing the Cardholder's signature; or
  - a pensioner identification card,

or, if a Cardholder is overseas: a passport. Some overseas financial institutions may require additional identification.

## **44.6 Foreign Transactions.**

### **Foreign Transactions incur the Foreign Transaction Fee.**

We may charge the Foreign Transaction Fee on any Foreign Transaction which we debit to the Card Account. Details of the Foreign Transaction Fee are set out in the Welcome Letter or in any notice we give You notifying You of a change in these fees. Details are also available at [westpac.com.au/business-banking/credit-cards](https://westpac.com.au/business-banking/credit-cards).

### **Foreign Transactions in a currency other than Australian dollars.**

Any Card Account statement entries for Foreign Transactions made in a currency other than Australian dollars (a 'foreign currency') will include the foreign currency amount converted into Australian dollars by the applicable card scheme, and the Foreign Transaction Fee.

The method of conversion is as follows:

If a Visa card is used to make a transaction in a foreign currency on the Card Account, the transaction is converted into Australian dollars by Visa International using:

- a rate Visa International selects from the range of rates available to it in wholesale currency markets for the date on which Visa International processes the transaction. The rate Visa International selects may vary from the rate Visa International receives itself; or
- a rate a government requires Visa International to apply to the conversion as at the date Visa International processes the transaction.

Visa International may convert a transaction in a foreign currency into US dollars prior to converting it into Australian dollars.

If a Mastercard card is used to make a transaction in a foreign currency on the Card Account, Mastercard converts the transaction into Australian dollars at the conversion rate or rates Mastercard applies when it processes the transaction.

Note: Foreign exchange rates quoted by us from time to time are not used to convert Foreign Transactions made in a foreign currency to Australian dollars.

### **Foreign Transactions in Australian dollars.**

Any Card Account statement entries for Foreign Transactions made in Australian dollars will include the Australian dollar amount and the Foreign Transaction Fee.

Note: the Foreign Transaction Fee may be charged in circumstances where the Cardholder may not be aware that the Merchant or entity processing the transaction is located outside Australia.

### **Refunds and chargebacks of Foreign Transactions.**

Any refund or chargeback relating to a Foreign Transaction made in a currency other than Australian dollars will be converted to Australian dollars by the applicable card scheme in accordance with clause 44.6 above. The exchange rate used for the refund or chargeback may differ from the rate applicable when the Foreign Transaction was initially processed.

A Foreign Transaction Fee charged on a Foreign Transaction will be reversed if a chargeback is applied to the transaction.

Foreign Transactions which are refunded by the Merchant other than via a chargeback process will still incur the Foreign Transaction Fee on the original transaction. No Foreign Transaction Fee will be charged on the refund transaction.

#### **44.7 Transactions at Electronic Banking Terminals.**

- (a) When a Cardholder makes a transaction at any Electronic Banking Terminal, the Cardholder and You authorise us to act on the instructions the Cardholder enters into the terminal or otherwise uses a Card at a Contactless Terminal.
- (b) We reserve the right to reasonably limit or change the amount which may be withdrawn from a Card Account by use of the Card.
- (c) A maximum daily transaction limit applies to the Card for:
  - cash withdrawals through automatic teller machines debited to the Card Account; and
  - transactions through EFTPOS terminals debited to a Cheque Account and/or Savings Account.
- (d) If a Cardholder makes a cash withdrawal at an automatic teller machine and the Cardholder also makes a transaction at an EFTPOS terminal on the Cheque Account and/or Savings Account on the same day, the total of these transactions cannot exceed the maximum daily transaction limit.
- (e) Subject to clause 44.1(a), the maximum daily transaction limit does not apply at branch terminals.
- (f) Some Merchants may allow the Cardholder to withdraw cash from a Cheque Account or Savings Account linked to the Card at EFTPOS terminals subject to certain conditions. We accept no responsibility for any such conditions imposed by the Merchant.
- (g) A Cardholder shall be advised of the maximum daily transaction limit when issued with a Card, and the Cardholder shall be subsequently advised of any changes to the limit.

- (h) Transaction limits (as notified to you) apply to the use of a Card to make a Contactless Transaction at a Contactless Terminal.

#### **44.8 Deposits at ATMs, CDMs and Bank@Post™.**

- (a) If you make a deposit at a Westpac branded Smart ATM, the amount of your deposit is subject to verification by us. The amount validated by the ATM then agreed by the depositor is the amount that will be credited to your account.
- (b) When depositing into a Westpac branded Smart ATM:
- cash deposits are credited to your account on that day\*;
  - cheque deposits are credited to your account that day but are not available for withdrawal until all funds have been cleared.
- (c) If you make a deposit at a Westpac branded online Coin Deposit Machine (CDM) the amount of your deposit is subject to verification by us. The amount validated by the online CDM is the amount that will be credited to your account. When depositing coins into a Westpac branded online CDM coin deposits are credited to your account on the day\* the deposit is made.
- \* Processing and cut-off times will vary depending on the time of day the cash deposit is made.
- (d) Within any 24-hour period, a deposit limit may apply to the cash that can be deposited at a Westpac branded Smart ATM, or CDM or Bank@Post. Such cash deposit limits may change from time to time at our discretion. For Smart ATM and CDM processing and cut-off times visit [westpac.com.au](https://www.westpac.com.au) and search 'ATM features' or visit your local branch.

#### **44.9 Transaction records.**

A Cardholder must keep all vouchers and transaction records given to the Cardholder by Merchants, financial institutions and Electronic Banking Terminals to help the Cardholder and/or the Business check transaction details on the Card Account and Billing Account.



The Cardholder or an Additional Cardholder may authorise a Merchant to charge amounts to the Card Account over time.

The Cardholder should keep a record of all regular payments arranged with Merchants, including the Merchant name and contact details, and the amount(s) and date(s) upon which payments are to be processed. To cancel or change any regular payment authority the Cardholder should contact the Merchant in writing at least 15 days prior to the next scheduled payment. Until the Cardholder notifies the Merchant, we are required to process transactions from the Merchant. If the Merchant does not comply with the Cardholder's request to cancel the regular payment arrangement, the Cardholder may be able to dispute the charges if the Cardholder can show written evidence of the notice to cancel the regular payment arrangement.

Should a Card number be changed i.e. as a result of a lost or stolen Card the Cardholder must request the Merchant to change the details of its existing regular payment arrangement to ensure arrangements continue. If the Cardholder does not undertake to notify the Merchant of a change in Card details regular payment arrangement either may not be honoured by us or the Merchant may stop providing the goods and/or services.

Should the Cardholder elect to close its Card Account or the Card Account is closed by us, the Cardholder should contact all Merchants with whom it has regular payment arrangements to revise Card Account details. Failure to do so may result in the Merchant failing to provide the goods and/or services.

## **45.0 Unauthorised transactions.**

### **45.1 Protecting your Card and PIN.**

- (a) Because anyone who has the Cardholder's Card and PIN can make transactions on a Card Account, the Cardholder must take special care to protect them.
- (b) To protect a Card the Cardholder must:
  - sign it as soon as the Cardholder receives it;

- carry it with the Cardholder whenever the Cardholder can;
  - regularly check that the Cardholder still has their Card; and
  - not give the Card to anyone else, including a family member or friend.
- (c) If a Cardholder makes a record of their PIN the Cardholder must keep it separate and well away from their Card unless the PIN is reasonably disguised. However, to minimise the risk of unauthorised transactions occurring on a Card Account, it is best to keep the PIN record, even if disguised, separate and well apart from the Card. For example, a Cardholder must not keep their Card and undisguised PIN together:
- in a wallet, bag or briefcase, even if in different compartments;
  - in a car, even if in different areas of the car;
  - in their office or at home in the same room; or
  - in any other situation where the Card and PIN can be found and used.
- (d) To protect the PIN a Cardholder must:
- try to memorise it;
  - destroy our letter telling the Cardholder of their PIN (if applicable);
  - not write their PIN on a Card, even if it is disguised;
  - not keep a record of their PIN with or near their Card;
  - not tell anyone their PIN, including family members, friends and our staff;
  - if a Cardholder selects their own PIN, not select a number or word that can be easily guessed, such as part of the data imprinted on their Card, a previously selected PIN, consecutive numbers, one number repeated or numbers which form a pattern, or that can easily be associated with the Cardholder, such as their date of birth, part of their name, telephone number, driver's licence number and so forth;
  - make sure that nobody watches the Cardholder enter their PIN at Electronic Banking Terminals;

- never enter their PIN in an Electronic Banking Terminal that does not look genuine, has been modified, has a suspicious device attached to it or is operating in a suspicious manner;
  - be ready to make a transaction when a Cardholder approaches an Electronic Banking Terminal;
  - make sure that a Cardholder does not leave anything behind when he or she completes a transaction, including leaving their Card unattended in or at an Electronic Banking Terminal; and
  - notify us and You immediately if a Cardholder's PIN mailer has not been received intact, or if a PIN change has taken place without being requested.
- (e) If a Cardholder selects their own PIN, for security reasons the Cardholder should endeavour to change it at regular intervals (say, every two years).
- (f) If a Cardholder makes a record of their PIN, they must either take reasonable steps to prevent unauthorised access to the record or ensure the record is reasonably disguised. We do not consider that a Cardholder has made a reasonable attempt to disguise a PIN if they:
- record it in reverse order;
  - record it as a series of numbers with any of them marked to indicate the PIN;
  - record the PIN as a telephone number with the PIN in its correct sequence anywhere within the telephone number;
  - record the PIN as a telephone number where no other telephone numbers are recorded; or
  - disguise the PIN as a date or as an amount.

There may be other forms of disguise which may be similarly unsuitable because of the ease of another person working out Your PIN.

## **45.2 Liability for unauthorised transactions.**

### **45.2.1 Transactions not involving Manual Signature Comparison.**

This clause 45.2.1 explains Your liability for losses resulting from unauthorised transactions which are initiated through Electronic Equipment and do not involve Manual Signature Comparison.

#### **(a) When You are not liable.**

- (i) You shall not be liable for losses resulting from unauthorised transactions where it is clear that the Cardholder has not contributed to the loss.
- (ii) You shall not be liable for losses resulting from unauthorised transactions that:
  - are caused by the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements or of Merchants who are linked to the electronic funds transfer system or of their agents or employees; or
  - require the use of the Card and/or PIN and happen before the Cardholder receives their Card and/or PIN (including a replacement or reissued Card or PIN). For the avoidance of doubt, receiving a PIN includes setting a PIN for the first time when a card is first issued; or
  - happen after we have been notified that a Card has been misused, lost or stolen or that PIN security has been breached; or
  - are made with a Card or PIN that is forged, faulty, expired or cancelled (as applicable); or
  - are the result of the same transaction being incorrectly debited more than once to the same account.

#### **(b) When You are liable.**

- (i) You shall be liable for actual losses resulting from transactions which are carried out by the Cardholder, or by another person with the Cardholder's knowledge or consent.

- (ii) You shall be liable for actual losses resulting from unauthorised transactions caused by the Cardholder:
- engaging in fraud; or
  - voluntarily disclosing their PIN to anyone, including a family member or friend; or
  - keeping a record of their PIN:
    - without making a reasonable attempt to disguise it or to prevent unauthorised access to it; and
    - in a way that it could be lost or stolen with their Card; or
  - writing their PIN or a disguised record of their PIN on their Card; or
  - selecting a PIN which represents their birth date, or being an alphabetical PIN which is a recognisable part of their name, after we have asked them not to select such a PIN and told them of the consequences of doing so; or
  - acting with carelessness in failing to protect their PIN.
- (iii) You shall also be liable for actual losses resulting from unauthorised transactions caused by the Cardholder or You unreasonably delaying notifying us of the misuse, loss or theft of their Card, or of their PIN becoming known to someone else. Your liability will only extend to losses which occur between the time when the Cardholder became aware (or should reasonably have become aware) of such misuse, loss or theft and when we were actually notified.
- (iv) You shall not be liable to pay for:
- that portion of the losses incurred on any one day which exceed the daily transaction limit applicable to the Card Account;
  - that portion of the losses incurred which exceed the Card Credit Limit;
  - losses incurred on any accounts which we and You have not agreed could be accessed using the Card and PIN.

- (v) Your liability is subject to us proving on the balance of probability that the Cardholder contributed to the losses in one or more of the ways listed above.

(c) **When limited liability applies.**

You shall only be liable for actual losses resulting from unauthorised transactions to a limited extent, in circumstances where a PIN was required to perform the transaction and it is unclear whether the Cardholder contributed to the loss. Your liability in such cases shall be the least of:

- \$150; or
- the balance of the Account, including any pre-arranged credit; or
- the actual loss at the time we are notified of the misuse, loss or theft of the Card or of the PIN becoming known to someone else (excluding that portion of the loss incurred on any one day which exceeds the applicable daily transaction limit).

**45.2.2 Other unauthorised transactions.**

You shall not be liable for losses resulting from unauthorised transactions made on their Card Account after we receive notice from the Cardholder in terms of clause 45.2.1. Until we receive such notice, You may be liable for losses resulting from unauthorised transactions which were not initiated through Electronic Equipment and/or involved Manual Signature Comparison.

**45.2.3 eCommerce Transactions.**

If an unauthorised transaction is an eCommerce Transaction and we are notified that the transaction is unauthorised by the due date shown on the Account statement, You shall not be liable for the amount of the transaction.

**45.2.4 Where we may not process your claim.**

In the event You or a Cardholder dispute a transaction, we may ask You and the Cardholder to provide certain information, complete certain documentation or do certain things, such as make a police report. Where we request information from You or a Cardholder in relation to the disputed transaction, it is expected that this information will be supplied

within 14 days. In cases where this information is not provided or not provided within 14 days, we may be unable to process the claim and the disputed charge(s) may remain Your liability.

## **46.0 Our responsibilities and liabilities.**

### **46.1 Card access.**

(a) We shall maintain access to the Card Account at all times unless:

- an Electronic Banking Terminal malfunctions or is unavailable for use;
- a Merchant refuses to accept the Card;
- the Card Account is considered out of order by us.

In any of these circumstances, access to the Card Account may be denied or withdrawn without prior notice to the Cardholder.

(b) We reserve the right at any time to alter the types of accounts which may be operated, or the types of transactions which may be undertaken, or the types of Electronic Banking Terminals which may be accessed, using the Card and, where applicable, a PIN.

### **46.2 Suspension, cancellation and closure.**

(a) We reserve the right to suspend or cancel any Card at any time to protect a Cardholder or us from fraud or other losses, to manage regulatory risk, or for any other reason determined by us acting reasonably. We will notify You as soon as possible afterwards by giving the Cardholder written notice. We will suspend or cancel a Card if You ask us to. Once a Cardholder is notified of the suspension or the cancellation of the Card, the Cardholder must not use the Card. If the Card has been cancelled, the Cardholder must destroy it by cutting it into several pieces and then returning them to us or inform us by telephone that the Cardholder has destroyed the Card and disposed of the pieces securely.

You shall remain liable for transactions made by a Cardholder prior to or after suspension or cancellation of the Card.

A Cardholder may be liable to You for any use of a Card after the Cardholder has received notice of its suspension or cancellation. In addition, a cancellation may not be effective until the Card has been returned to us or we have been notified the Card has been destroyed.

If a Card has been suspended or cancelled by us, fees, charges and interest charges will continue to be debited to the Card Account and the minimum payment each month will remain due until the balance of the Card Account is paid in full. Without limiting or waiving our rights under any other clause of these Terms & Conditions, if the Card Account has been closed, we may demand and You must promptly pay us the full balance of the account, including (where applicable) any amount reasonably expended by us in collecting payments.

(b) **What happens if an Electronic Banking Terminal does not work?**

We will not be responsible if an Electronic Banking Terminal does not accept the Cardholders instructions or the Card fails to work in the terminal.

## **47.0 Lost or Stolen Cards, Disputed Transactions and Complaints.**

### **47.1 How to report a lost or stolen Card or PIN or dispute a transaction.**

- (a) **What to do** A Cardholder must immediately notify us and You if their Card or PIN record (where applicable) is lost or stolen, or the Cardholder suspects that unauthorised transactions have been made on their Card Account. We will give the Cardholder a notification number or some other form of acknowledgment which the Cardholder should retain as evidence of the date and time of their report. Where a Cardholder report is made by telephone, we may require the Cardholder to confirm it at one of our branches and complete certain documentation.



(b) **How to tell us** If any Card is lost or stolen in Australia or overseas, the best way to contact us is to telephone us using the number listed at the front of this booklet. A Cardholder may call in at one of our branches in Australia, but we prefer that the Cardholder telephone us immediately so that we can put a stop on their Card straight away. If a Cardholder's Card is Mastercard or Visa branded and it is lost or stolen overseas, the Cardholder may report the loss to:

- Mastercard Global Service (if the Card is a Mastercard Card); or
- Visa Global Customer Assistance Services (if the Card is a Visa Card); or
- any financial institution displaying the applicable scheme sign.

If the Cardholder is not able to contact us by phone because our telephone numbers are not available, You shall not be responsible for unauthorised use of a Card which could have been prevented if the Cardholder was able to contact us by phone.

The Cardholder must, however, tell us of the loss or theft of their Card within a reasonable time from the re-establishment of our telephone reporting facilities.


## 47.2 Investigating and resolving problems.

(a) If the Cardholder or You have a problem or complaint, we aim to resolve it at your first point of contact with us. If we cannot do so, we will escalate it to our Customer Relations and Support Team. The Cardholder can also contact our Customer Relations and Support Team:

 132 032

 [westpac.com.au](https://www.westpac.com.au)  
and click on 'Contact us' and then click on 'Feedback and Complaints'

 (02) 8253 1854

 CRST  
GPO Box 5265  
Sydney NSW 2001

(b) If you are not satisfied with our response or handling of your complaint, you may be able to lodge a complaint with the free, independent external dispute resolution scheme, the Australian Financial Complaints Authority (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.

## 48.0 Third Party access.

By activating a Card, each Cardholder consents to the Business and each Principal being given third party non-value access to the Cardholder's card account through Online Banking. Non-value access will allow the Business and each Principal to view the transactions the Cardholder makes on the Card but will not allow them to make any transactions on that Card either electronically or otherwise. The Business and each Principal will not have access to any other account of the Cardholder (unless separately granted by the Cardholder).

# Part E – Meaning of Words

## 49.0 Definitions.

In these Terms & Conditions and Conditions of Use:

**‘Annual Percentage Rate’** or **‘interest rate’** means the percentage rate per annum or percentage rates per annum applicable to the BusinessChoice Cards as set out in the BusinessChoice Establishment Letter or as notified to the Business by the Bank from time to time.

**‘Bank@Post™’** includes selected Australia Post Offices where you can deposit or withdraw cash and check your account balance.

**‘Bank Business Day’** means any day between the hours of 9.00am and 4.30pm on which banks are open for business of the nature required by this Agreement in the relevant place.

**‘Banking Code’** means the Australian Banking Association’s Banking Code of Practice as updated, and adopted by us, from time to time.

**‘Billing Account’** means the account opened by us in the name of the Business which is used to record the transactions of all of the Cards issued under this Agreement and other transactions relating to this Agreement.

**‘BPAY’** means the electronic payment scheme registered to BPAY Pty Ltd ABN 69 079 137 518 of which we are a member. BPAY is governed by a separate Product Disclosure Statement located at [westpac.com.au](http://westpac.com.au). BPAY access to your Card Account shall only be provided if you separately apply for and are approved by us to receive BPAY.

**‘Business’** means the organisation identified as the Business on the application form for the BusinessChoice Cards.

**‘Business Credit Limit’** means the maximum amount of credit we agree to advance to You. (Previously referred to as ‘Facility Limit’).

**‘Card’** means any

- BusinessChoice Everyday Visa Credit Card;
- BusinessChoice Everyday Mastercard Credit Card;
- BusinessChoice Rewards Platinum Visa Credit Card;

- BusinessChoice Rewards Platinum Mastercard Credit Card; or
- BusinessChoice Mastercard Credit Card;

issued by us to a person nominated by You in accordance with this Agreement.

**‘Card Account’** means the account opened by us which is used to record transactions relating to a specific Card issued to a Cardholder in accordance with this Agreement.

**‘Cardholder’** means anyone who has been issued a Card in accordance with this Agreement.

**‘Cardholder Credit Limit’** means the maximum amount of credit we agree to advance to a specific Cardholder.

**‘Cash Advance’** means any transaction treated by us as a Cash Advance, including transactions where You or a Cardholder:

- draw cash from the Billing Account or Card Account using an automatic teller machine or at a financial institution; or
- receive from a Merchant a cash substitute (including, but not limited to, using the Billing Account or Card Account to purchase gambling chips or tokens, traveller’s cheques or money orders, or to load value to a stored value card or facility); or
- use the Billing Account or Card Account to pay bills through a third party where the Merchant does not accept credit card payments; or
- use the Billing Account or Card Account to pay bills over the counter at a financial institution; or
- transfer, or arrange for the transfer of, funds from the Billing Account or the Card Account to another account.

Merchants enter into an agreement with their chosen financial institution, enabling the Merchant to accept payment for goods and services by credit card. We, as the issuer of a Card, are only able to determine whether to treat a transaction a Cardholder makes with a Merchant under this Agreement as a purchase or a Cash Advance, based on information (including the type of business conducted by the Merchant) provided by that financial institution in the course of processing the transaction. Accordingly, Card transactions made with certain Merchants may be treated as Cash Advances, even though such transactions do not fall within any of the above transaction categories. The most common types

of Merchant outlet where this may occur are newsagencies and Merchants that sell lottery tickets or other gambling/gaming products.

**'CDM'** means any authorised Coin Deposit Machine in selected branches where you can use your Card and PIN to deposit coins.

**'Cheque Account'** means the cheque account we permit You or a Cardholder to perform transactions on under this Agreement.

**'Closing Balance'** is defined in clause 12 of these Terms & Conditions.

**'Contact Person'** means the person who the Business and Principals (if applicable) agree shall, in connection with this Agreement, receive correspondence and notices from us, and instruct us, on their behalf and with their authority. When the BusinessChoice Card is set up with the joint and several liability structure, the Contact Person must be Principal 1 (unless we agree in writing that the Contact Person may be someone other than Principal 1).

**'Contactless Terminal'** means an Electronic Banking Terminal which can be used to make a Contactless Transaction.

**'Contactless Transaction'** means a transaction made by holding your Card (which is capable of making a Contactless Transaction) in front of a Contactless Terminal and without having to insert or swipe the Card.

**'Daily Percentage Rate'** means the Annual Percentage Rate divided by 365.

**'Default'** means an event or circumstance described in clause 24.0.

**'eCommerce Transaction'** means a Card transaction between a Cardholder and a Merchant over the internet or other networks using a personal computer or other access device. Mail orders and telephone orders are excluded from this definition.

**'Electronic Banking Terminal'** means any authorised terminal or device in which a Cardholder can use their Card and their PIN. This includes:

- Westpac branch terminals in Australia;
- Westpac automatic teller machines in Australia;
- automatic teller machines of other selected financial institutions in Australia;

- automatic teller machines overseas bearing the scheme logo for your Card;
- automatic teller machines overseas bearing the Cirrus logo (for Mastercard Cards only);
- electronic funds transfer at point of sale (EFTPOS) terminals; or
- any other authorised terminal or device connected to our electronic banking system from time to time.

**'Foreign Transaction'** is any Purchase or Cash Advance made using the Card:

- in a currency other than Australian dollars; or
- in Australian dollars or any other currency with a Merchant located outside Australia; or
- in Australian dollars or any other currency that is processed by an entity located outside Australia.

Note: It may not always be clear to you that the Merchant or entity is processing the transaction.

**'Foreign Transaction Fee'** is a fee charged to you by us being a percentage of the Australian dollar value of a foreign transaction. The percentage varies depending on the applicable credit card scheme.

**'Internet Banking'** means the use of a computer to connect you to us via the Internet and carry out a range of transactions and obtain information about your accounts. Internet Banking access to your Card Account shall only be provided if you separately apply for and are approved by us to receive Internet Banking. Internet Banking is governed by a separate Product Disclosure Statement located at [westpac.com.au](http://westpac.com.au)

**'Merchant'** means a provider of goods or services who accepts payment by Card.

**'PIN'** means a personal identification number or word which has been selected by a Cardholder, or which has been allocated to a Cardholder by us, for use with a Card in any Electronic Banking Terminal.

**'Principal'** means Principal 1 and Principal 2.

**'Principal 1'** means the person who applies for the BusinessChoice Cards on behalf of the Business and is identified as an applicant on the application form for the BusinessChoice Cards or any other person we agree in writing to be 'Principal 1' from time to time.

**'Principal 2'** means the person, other than Principal 1 who applies for the BusinessChoice Cards on behalf of the Business and is identified on the application form for the BusinessChoice Cards (if any) or any other person we agree in writing to be 'Principal 2' from time to time.

**'Promotion Plan'** means a special promotion made by us to You, in terms of which, if the promotion is accepted a different Annual Percentage Rate will apply to an agreed portion of the Card Account or Billing Account balance for an agreed period of time. A Promotion Plan may apply to a Cash Advance or to a purchase.

**'Purchase'** or **'purchase'** means each amount:

- charged by the supplier for the supply of any goods or services purchased by the use of a Card except Cash Advances;
- treated by us as a purchase under clauses 13.0 and 14.0; or
- designated by us as a purchase.

**'Savings Account'** means the savings account we permit You or a Cardholder to perform transactions on under this Agreement.

**'Small Business'** has the meaning given to it in the Banking Code.

**'Smart ATM'** means any authorised automatic teller machine that accepts deposits.

**'Statement Date'** is defined in clause 12 of these Terms & Conditions.

**'Telephone Banking'** means the use of the telephone to carry out a range of transactions, such as: checking account balances, paying bills and transferring money. Telephone Banking access to your Card Account shall only be provided if you separately apply for and are approved by us to receive Telephone Banking. Telephone Banking is governed by a separate Product Disclosure Statement located at [westpac.com.au](http://westpac.com.au)

**'we', 'us', 'Bank' or 'Westpac' or 'our'** means Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit license 233714.

**'You'** means the Business and, if the joint and several liability structure applies to the BusinessChoice Card, each Principal.

# Appendix. Direct Debit Request Service Agreement.

This Direct Debit Request Service Agreement sets out your rights and responsibilities when making credit card repayments by direct debit.

## 1.0 Our Commitment to You.

- We will debit your nominated account in accordance with your Direct Debit Request.
- We will give you at least 14 days' notice if we need to change your direct debit arrangements.
- We will keep all information relating to your nominated financial institution account confidential, except where required for the purposes of conducting direct debits with your financial institution or in connection with claims made on us relating to an alleged incorrect debit.
- If you have made a payment into the Billing Account that places the Billing Account into credit or results in a zero balance at the payment due date, the autopay direct debit (Direct Debit) will still continue to take place. This also applies if, you make an additional payment to the Billing Account that is only a partial payment and still leaves a debit balance on the Billing Account, your Direct Debit arrangement for the month will remain unchanged and continue to take place.

## 2.0 Your Commitment to Us.

- Please ensure that the direct debit can be made from your nominated account as direct debiting is not available on all accounts. If you are uncertain about this, please check with the financial institution where your account is held.
- Please check your nominated account details against a recent statement before completing the Direct Debit Request.
- Please ensure that there are sufficient funds available in the nominated account to allow payments to be made in accordance with your Direct Debit Request.



- If you have set up direct debit and there have been two failed Direct Debit transactions (that is we cannot withdraw the nominated amount from your nominated account) in consecutive months due to insufficient funds in the nominated account, we, at our sole discretion, may:
  - (i) Cancel the Direct Debit Request;
  - (ii) Impose a fee or charge; or
  - (iii) Charge interest on any unpaid purchases outstanding.

If your Direct Debit Request is cancelled, you must arrange to either set up a new Autopay Request Form – Direct Debit Request or use alternative payment methods so we can process your payment.

- You need to let us know as soon as possible, if the nominated Account is transferred or closed, or your account details change.
- If your direct debit arrangements are cancelled for any reason, you will need to arrange an alternative account for making the repayment.
- Please ensure that all account holders for the nominated account sign the Direct Debit Request.

### 3.0 Can you change the Direct Debit arrangements?

- Any changes that you would like to make are subject to the BusinessChoice Cards Terms & Conditions.
- You need to give us seven (7) days notice before your next scheduled repayment for any of the following:
  - Stopping an individual payment;
  - Deferring a repayment;
  - Suspending future repayments;
  - Cancelling the repayments immediately; or
  - Altering the repayment amount or repayment cycle.
- You can make all of these changes by calling us on:

 1300 650 107

- If you consider a direct debit repayment has been initiated incorrectly, or if you don't understand any aspect of the direct debit procedure, you should contact us on the number above.
- You may also stop an individual repayment or cancel your Direct Debit Request by contacting the financial institution where your nominated account is held.

## **4.0 Other Information.**

- If your due date for a Credit Card repayment falls on a weekend or a National Public Holiday, we will automatically direct debit the repayment on the next business day.
- If you are uncertain as to when a debit will be processed from your nominated account, please check with the financial institution where your nominated account is held.



# We're here to help



132 032



[westpac.com.au](https://westpac.com.au)



Visit us in branch

