



# Westpac Term Deposits & Farm Management Deposits.

For Personal and Business Customers.

Terms and Conditions.

## **This booklet sets out the Terms and Conditions of your Account.**

The information in this document is subject to change. We will provide updated information by giving you notice (if this were required, such as if the change were materially adverse to you) or by posting the information on our website. You can get a paper copy of any updated information without charge by contacting us.

Our contact details are:

**For Personal customers.**

**Calling** 132 032

**Visiting** our website [www.westpac.com.au](http://www.westpac.com.au)

**Visiting** any of our branches or In-stores

**Writing** to us at GPO Box 3433, Sydney NSW 2001

**Email** [online@westpac.com.au](mailto:online@westpac.com.au)

**For Business customers.**

**Calling** 132 142

**Visiting** our website [www.westpac.com.au](http://www.westpac.com.au)

**Visiting** any of our branches

**Writing** to us at GPO Box 3433, Sydney NSW 2001

**Email** [online@westpac.com.au](mailto:online@westpac.com.au)

**Speak** with your Relationship Manager

The advisory services and the banking products you'll find in this booklet are provided to you by:

Westpac Banking Corporation ABN 33 007 457 141  
275 Kent St, Sydney NSW 2000

Australian Financial Services Licence Number 233714.

Australian Credit Licence Number 233714.

**We encourage you to read this booklet. Keep it handy so you can refer to it when you have questions.**

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# Features and benefits.

Features	Westpac Term Deposit	Westpac Farm Management Deposit
<b>Most suitable if you need</b>	A fixed term investment that pays a guaranteed rate of return. With a choice of terms (from 7 days to 60 months) and interest payment frequencies.	A scheme to help primary producers manage their exposure to economic effects and seasonal fluctuations. Terms range from 7 days to 60 months.
<b>Who is eligible to open an Account?</b>	Personal and Business customers.	Individual primary producers only.
<b>Minimum opening balance</b>	\$5,000	\$1,000
<b>How can an Account be opened?</b>	<ul style="list-style-type: none"> <li>• By branch</li> <li>• By phone.</li> <li>• Online (personal customers only).</li> </ul>	<ul style="list-style-type: none"> <li>• By branch</li> <li>• By phone.</li> </ul>
<b>Are funds at-call?</b>	Other than at maturity, you may not withdraw funds during a term unless you close your account.	Other than at maturity, you may not withdraw funds during a term unless you close your account.

Features	Westpac Term Deposit	Westpac Farm Management Deposit
<b>Will I get regular statements?</b>	Statements sent include: confirmation, maturity*, renewal and repayment advices. An annual statement of interest paid is also sent.	Statements sent include: confirmation, maturity*, renewal and repayment advices. An annual statement of interest paid is also sent.
<b>Will I earn interest?</b>	Interest rates vary according to the deposit amount, interest payment frequency and the length of the term. Interest is paid on your entire term balance.	Interest rates vary according to the deposit amount, interest payment frequency and the length of the term. Interest is paid on your entire term balance.
<b>How often is interest paid?</b>	Monthly, yearly or at maturity (where the term is 12 months or less).	Monthly, yearly or at maturity (where the term is 12 months or less).
<b>Is there a set period of time I need to have the account open for?</b>	Terms range from 7 days to 5 years.	Terms range from 7 days to 5 years (the deposit must be kept open for at least 12 months to receive the tax benefits).

\*Maturity advices are issued for deposits of \$5,000 or more where the term is 21 days or more.

# Your Account.

## 1. Opening your Account

### 1.1 What we need from you

To open any new Westpac Account we'll need some important details from you. Apart from details like your name, address, date of birth and your occupation, you'll need to supply certain documents and information to the Bank.

### 1.2 If this is your first account with us

Under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006, it's required that everyone who opens an Account, along with all signatories to the Account, must be identified. You can meet the identification requirements by completing the *Westpac Customer Identification Procedure* which involves providing identity documentation to the Bank. For information on documents required under Westpac's *Customer Identification Standards* please contact any branch or refer to our website – [www.westpac.com.au/aml](http://www.westpac.com.au/aml).

If the Account holder or any of the signatories to an Account do not meet our identification requirements the Account will be blocked for all withdrawals until they are identified.

If you have already provided the identification required you don't need to provide it again unless you are asked to do so by us.

### 1.3 Initial Funding

You will need to make the agreed initial deposit into your new Westpac Account on the day of opening; otherwise we may close your Account.

You can fund the initial deposit amount by:

1. Cash
2. Transferring funds from a Westpac transaction account
3. Bank Cheque or Personal Cheque
4. BPAY® – See the terms and conditions of your BPAY® facility for information including fund transfer limits and time ordinarily taken to process BPAY® transfers. The Biller code for your Account is available either online,

by contacting Telephone Banking or by speaking to your Relationship Manager.

Commercial & Agribusiness relationship managed customers can also arrange with their Relationship Manager to fund the initial deposit amount by:

- Direct Debit – You can authorise Westpac to debit the initial deposit amount from a non Westpac bank account to credit your Account. The Direct Debit Request will need to be signed by all authorised signatories on the non Westpac bank account.
- Direct Credit – You can arrange with your financial institution in Australia to transfer the initial deposit amount from your non Westpac account.

## **2. Providing us with your Tax File Number or ABN**

Each time you open an Account that earns interest, you'll be asked if you wish to provide your Tax File Number or Australian Business Number. That's because, under Federal law, Accounts earning interest are subject to 'A New Tax System (Pay As You Go) Act 1999'.

You can provide your company or business Tax File Number when you open the Account or at any other time. An Australian Business Number may be provided as an alternative to your Tax File Number.

For joint Accounts, a minimum of two Tax File Numbers or Australian Business Numbers (one each) from the Account holders are required.

For Accounts in trust for someone else (such as a family trust) you should quote your own Tax File Number or Australian Business Number. If, on the other hand, a formal trust has been established, you can quote the trust's Tax File Number.

### **2.1 What happens if I don't provide my Tax File Number or ABN?**

Providing us with your Tax File Number or Australian Business Number is advisable but not compulsory. However, if you choose not to provide it, we are required to deduct withholding tax at the highest marginal tax rate – plus the Medicare Levy, when you earn interest income of \$120 or more a year pro-rata. Any type of bank account

or investment that pays interest, dividends or unit trust distributions is affected by this legislation.

## **2.2 When don't I need to provide a Tax File Number or ABN?**

If you fall into one of the following categories you can claim an exemption from quoting your number, and withholding tax will not be deducted. You will need to tell us the type of exemption you are claiming. Those eligible include:

- most pensioners;
- customers opening special Accounts where the income earned does not accrue to the person named as the Account holder;
- children under 16. However, where investment income is likely to be \$420 or more a year pro-rata, it is advisable to obtain a Tax File Number. Interest earned in excess of \$420 or more a year pro-rata is subject to withholding tax;
- religious and voluntary organisations;
- government bodies and local authorities.

The information contained in the section 'Providing us with your Tax File Number or ABN' does not constitute tax advice and is based on current tax laws and their interpretation.

## **2.3 Will the Bank disclose any information to the Australian Taxation Office about my Accounts?**

The Bank is required to report details of interest/dividend income earned, withholding tax deducted and Tax File Numbers quoted on an Account, to the Australian Taxation Office annually.

The collection of Tax File Numbers and their use and disclosure are strictly regulated by the Privacy Act (1988).

## **3. Opening a joint Account**

You may open an Account jointly with your spouse, family members or a group of people. The credit balance of an Account held in joint names is held jointly by all Account holders, which means each Account holder has the right to all funds in the Account.

The joint Account holders must all sign an authority telling us how the Account can be operated. The authorised method of operation can be 'jointly' (two or more signatories must act together) or 'severally' (signatories may act individually). The joint Account holders can change this

arrangement at any time simply by signing a new Account authority or amending the existing Account authority.

If we are made aware of any dispute on a joint Account, we may require all Account holders to sign to authorise any operation on an Account.

It's important to understand what each Account holder's responsibilities are prior to undertaking any financial commitment jointly.

Always consider that:

- when an Account is held in joint names and one Account holder dies, we may treat the credit balance in the Account as owing to the surviving Account holder(s);
- the liability of joint Account holders on an Account is joint and several, so if one (or more) of the joint Account holders overdraws the Account, each joint Account holder may be liable for payment of all or any part of the amount overdrawn;
- if you open a joint Account over the telephone, both/all parties will need to be present to speak with the Customer Service Representative.

A Farm Management Deposit may not be held as a joint Account.

## **4. Opening an Account held in trust**

We can open trust Accounts on request for a variety of situations that include:

- where one or more persons open an Account in which they are named as trustee for another person(s), e.g. solicitor or real estate agent who is required by law to conduct a trust account or trustee accounts opened by parents or guardians for children;
- for Trustees under a bankruptcy or liquidation order;
- for Trustees under a will;
- for Trustees under a deed of family arrangement.

A Farm Management Deposit may not be opened as a trust Account.

## **5. Opening an Account for a minor in their own name**

We can open an Account for a minor (a person under the age of 18) in their own name. We will not open a Farm Management Deposit in a minor's name.

The following additional restrictions apply if the minor is under the age of 12:

- the Account must be opened in the minor's name, by a parent or guardian, i.e. an adult must sign the account opening form;
- electronic banking access is not permitted.

Once the Account holder turns 12, a new Notice of Authority can be completed to record their specimen signature.

## **6. Giving someone else the authority to use your Account**

### **6.1 Authority to operate**

The Account holder can authorise another person to operate their Accounts by completing a Notice of Authority. The Notice of Authority sets out the things that an authorised person can do in respect of the Account. For joint Accounts, each joint Account holder must sign the authority.

The Bank may cancel a third party's authority at any time if it reasonably believes that there may be a dispute relating to the account or the authority.

The Account holder will be liable for any transactions made by the authorised third party and any associated fees and charges. In addition, the Account holder accepts responsibility for:

- any loss of funds because of any unauthorised transactions where the security of an access code has not been maintained;
- any loss of funds because of any transactions not authorised by the user due to a failure of the user to comply with the terms and conditions of the third party authority;
- any loss of funds because of transactions conducted by the user in error, but where the user was responsible for that mistake.

The Account holder can cancel a third party authority at any time by visiting any branch or contacting their Relationship Manager. The Account holder will be liable for any transactions made on the Account prior to the authority being cancelled, regardless of when they are debited to the Account.

## 6.2 Access Levels for Business Online and Business Telephone Banking

The Account holder may nominate groups of users to carry out certain types of transactions using Business Telephone Banking and Business Online. The Access Levels are set out below. Not all of the banking services set out below are available for Term Deposits or Farm Management Deposits.

Access Level for Users	Business Online
<p><b>Value Access</b></p>	<p>Allows a User to:</p> <ul style="list-style-type: none"> <li>• View the account balance;</li> <li>• View transaction details and statements on the account;</li> <li>• Debit the account by:               <ul style="list-style-type: none"> <li>– funds transfers</li> <li>– BPAY payments</li> <li>– periodical payments</li> <li>– Pay Anyone payments</li> <li>– Overseas Telegraphic Transfers.</li> </ul> </li> </ul>
<p><b>Non Value Access</b></p>	<p>Allows a User to:</p> <ul style="list-style-type: none"> <li>• View the account balance;</li> <li>• View transaction details and statements on the account;</li> <li>• Create draft payments for a value access User to sign (authorise).</li> </ul>
<p><b>Account Maintenance</b></p>	<p>N/A</p>

## Business Telephone Banking

Allows a User to:

- Conduct a balance enquiry;
- Obtain transaction details and statements on the account;
- Debit the account by:
  - funds transfers
  - BPAY® payments
  - periodical payments
- Change contact details;
- Order cheque and deposit books;
- Order voucher retrievals;
- Request duplicate statement;
- Change the statement cycle;
- Make a tracing request;
- Stop cheques;
- Request Term Deposit advices.

Allows a User to:

- Conduct a balance enquiry;
- Obtain transaction details.

Account Maintenance is no longer available, but is supported for customers who registered prior to 20 August 2007. The designated Contact Person who was granted and retains this access level can automatically access Business Telephone Banking. All of the accounts linked to the service can perform each function of a value access User except debiting the account, stopping cheques and requesting Term Deposit advices.

## 7. Account information

Listed below are some of the occasions when you will receive current account information on your Accounts. These advices will be received by postal mail only, based on the occurrence of a particular event.

### 7.1 Current Account information

**Confirmation Advice** – issued following the opening of a new Account, once funds are received. The advice confirms the details of the Account you have just opened.

**Maturity Advice** – issued 10 business days prior to the maturity date of an Account, where:

- The term of the deposit is 21 days or more; and
- The principal amount is \$5,000 or more.

It reminds you of the upcoming maturity of your Account and lets you know what will happen at maturity.

**Renewal Advice** – issued following the renewal of an Account. It shows the details of the new term as well as details of the previous term.

**Repayment Advice** – issued following the closure of an Account. It confirms the Account has been terminated and shows how the funds have been paid to you.

**Statement of Interest Paid** – a statement showing the interest paid throughout the previous financial year on your Account(s), issued in July each year.

### 7.2 Historical Account information

For access to historical information, simply talk to one of our Banking Representatives at Telephone Banking or in any branch.

## 8. Interest rates that apply on your Account

### 8.1 Interest rates

The interest rate applying to your Account is set out in the Confirmation Advice or Renewal Advice we give you after your Account is opened or renewed. The interest rate applying for a term is fixed for that term (although interest rate adjustments may apply if you withdraw an amount before the end of a term – see clause 10).

Farm Management Deposits of amounts of \$20,000 to less than \$250,000 receive a 0.25% p.a. bonus over the standard Term Deposit rates.

Deposit interest paid will reflect the number of days in the interest payment period.

## 8.2 How the interest you earn is calculated and paid

Interest is calculated on the daily closing balance of your Account using the following formula:

$$\frac{\text{Daily closing balance}}{365} \times \frac{\text{Interest rate}}{100}$$

Interest is calculated daily and can be paid either monthly, yearly or at maturity (if the term is 12 months or less). If the term you select is longer than 12 months, interest will be paid at least annually.

Interest payments are made in the following ways.

Payments	Choice of options
<b>At maturity</b>	Paid: <ul style="list-style-type: none"> <li>• directly to an account at any Australian financial institution;</li> <li>• by Bank cheque (fees apply);</li> <li>• in cash;</li> <li>• added to the principal amount (i.e. your current deposit amount) and renewed. This option is only available on a Term Deposit.</li> </ul>
<b>Interim interest payments</b>	Paid: <ul style="list-style-type: none"> <li>• directly to your nominated account only at any Australian financial institution. Interim interest payments cannot be made to Term Deposit accounts or Farm Management Deposit accounts.</li> </ul>

## 9. At Maturity

### 9.1 Renewing your Account

When an Account matures, if we have not received any renewal or repayment instructions before maturity or if you want to vary previously supplied instructions, you have five business days (commencing on the date of maturity) in which to advise us of your instructions or vary previously supplied

instructions, and may do so once only during this period of five business days. If no new or varied instructions are received during the period of five business days, the Account will be renewed in accordance with instructions advised before maturity (if any) or (if none) under the same conditions as applied to the previous term (where available), using the standard interest rate applicable on the date of maturity.

Westpac offers special interest rates on selected terms. These terms vary from time to time. If you are on a special rate and your Term Deposit rolls over automatically, the Term Deposit may be automatically re-invested at a lower rate than the current interest rate. We encourage you to contact us when your Term Deposit matures to discuss the rates that may be available on the day your Term Deposit matures.

As interest rates change as frequently as daily, all other conditions being equal, it is unlikely the interest rate you receive on your Account will remain constant from one term to the next.

If in the instance some conditions applying to your Account are contrary to the current policies we may be unable to process your instructions. In this circumstance we will endeavour to contact you to discuss your investment needs. In the meantime, the deposit will be held "On Demand" receiving an at call interest rate. Note: Please refer to clause 23 for the definition of 'Business day'.

## **9.2 Adding additional funds to your Account**

You can add additional funds to the Account during the 5 day variation period by:

1. Cash – You must deposit into Account within the 5 day variation period.
2. Transferring funds from a Westpac transaction account within the 5 day variation period.
3. Personal Cheque – You must deposit the personal cheque into the Account on the first day of the 5 day variation period at a Westpac branch.
4. Bank Cheque – You must deposit the bank cheque into the Account at a Westpac branch within the 5 day variation period.

5. BPAY® – You must initiate the BPAY® payment within 3 days of maturity, which will ensure the funds are received by us before the end of the 5 day variation period. See the terms and conditions of your BPAY® facility for information including fund transfer limits and time ordinarily taken to process BPAY® transfers. The Biller code for your Account is available either online, by contacting Telephone Banking or by speaking to your Relationship Manager.

Commercial & Agribusiness relationship managed customers, who made their initial deposit amount by direct debit or direct credit, can also arrange with their Relationship Manager to add additional funds to the Account by:

- Direct Credit – You must initiate your direct credit transfer to ensure funds are received within the 5 day variation period.
- Direct Debit – You must return your signed Direct Debit Request form to your Relationship Manager within 2 days of maturity.

The Direct Debit Request is available from your Commercial & Agribusiness Relationship Managers.

### 9.3 Closing your Account

If you choose to close your Account, both the principal and interest can be paid in the following ways.

Payments	Choice of options
<b>At maturity</b>	Paid: <ul style="list-style-type: none"> <li>• directly to an account at any Australian financial institution;</li> <li>• using Telephone Banking, directly to an account held with Westpac that is in the same name as the Account;</li> <li>• by Bank cheque (fees apply);</li> <li>• in cash.</li> </ul>

Any instructions to disburse funds from an Account will be processed on the date of maturity or the date the disbursement is requested. Where the maturity date or the requested date does not fall on a business day, the

disbursement will be processed on the following business day. Please allow up to three business days for the disbursed funds from an Account to be received.

#### **9.4 How your closing balance (Termination Value) is calculated if your Account balances are in credit**

The net credit balance of your Account is calculated as credit balance plus deposit interest, if any, less any accrued Account fees and government charges applicable up to the closing date.

#### **9.5 How your closing balance (Termination Value) is calculated if there are uncleared funds**

We cannot make available any uncleared funds at the time you request that the Accounts are to be closed, until those funds become cleared.

#### **9.6 'On Demand' interest**

The 'On Demand' (at call) standard interest rate may apply to periods between maturity and renewal or repayment of an Account. This rate may be lower than Term Deposit interest rates.

## **10. Closing your Account before the end of the term**

### **10.1 Interest adjustment**

If you ask the Bank to close your Account before the end of the term, we will in most instances reduce the interest rate that we will pay as follows:

<b>When withdrawal is made</b>	<b>Interest rate reduction</b>
Less than 7 days after the beginning of the term	No interest is paid.
7 days or more after the beginning of the term, where:	
<ul style="list-style-type: none"><li>• Less than 20% of the term has elapsed</li></ul>	90% of the interest rate that applies to your Account
<ul style="list-style-type: none"><li>• 20% to 39.99% of the term has elapsed</li></ul>	80% of the interest rate that applies to your Account

When withdrawal is made	Interest rate reduction
<ul style="list-style-type: none"> <li>40% to 59.99% of the term has elapsed</li> </ul>	60% of the interest rate that applies to your Account
<ul style="list-style-type: none"> <li>60% to 79.99% of the term has elapsed</li> </ul>	40% of the interest rate that applies to your Account
<ul style="list-style-type: none"> <li>80% to 99.99% of the term has elapsed</li> </ul>	20% of the interest rate that applies to your Account

The Bank reserves the right to vary the above percentages that we will reduce your interest rate by at any time.

No interest rate reduction will be applied where an Account is repaid prior to maturity due to the death of the Account holder.

If interim interest has been paid, the Bank may need to recover this from the Account if it is repaid before maturity.

No interest will be paid if the Account is repaid within the first seven days of a term.

## 10.2 Cleared funds

Funds can only be withdrawn from your Account once they have cleared.

## 11. When the Bank can combine your accounts

If you overdraw your account without arrangement or beyond the agreed overdraft limit when formal overdraft arrangements do exist, we may automatically combine your accounts: that is, transfer sufficient money which is kept in any other account with us, held in your name(s), to clear the debt.

We may also transfer money kept in your deposit account(s) to clear debts which you owe us in other loan or deposit accounts. If we do this, the balance of the Account from which we have transferred the money will reduce by the amount used for this purpose.

You agree that you may not set off any amounts we owe you (for example, credit balances in your other accounts) against amounts you owe us.

If we exercise our right to combine accounts, we will notify you promptly in writing at the address shown in our records.

## 12. Additional conditions applying to Farm Management Deposits

### 12.1 Purpose of Farm Management Deposit Scheme

The Farm Management Deposits Scheme is designed to allow primary producers, with taxable non primary production income of not more than \$65,000 in an income year, to shift before-tax income from years when they need it least to years when it is most needed. The scheme helps primary producers manage their exposure to adverse economic events and seasonal fluctuations.

Westpac Banking Corporation, the institution issuing the application form for the Farm Management Deposit, is an authorised deposit-taking institution for the purposes of the *Banking Act 1959*.

Eligibility criteria apply to primary producers under the scheme.

Note: Primary producer is defined in section 393-25 of Schedule 2G to the Income Tax Assessment Act 1936.

### 12.2. Tax consequences of Farm Management Deposits

The scheme allows primary producers to deduct the amount of any Farm Management Deposit they own from their assessable income for the income year in which the deposit is made. However, the amount of the deductions cannot exceed the owner's taxable primary production income for the year.

Under the Pay As You Go system, owners may reduce their instalment income for an instalment period by the amount of farm management deposits made during that period. The reduction is limited to the amount that the owners can reasonably expect to deduct for the deposit for the income year in which the deposit is made. However, the instalment income for the period cannot be reduced below nil.

When an owner withdraws funds from a Farm Management Deposit in an instalment period, the instalment income of the period will include the amount of the withdrawal. But the owner's instalment income will only include so much of the withdrawal as will be included in the owner's assessable income for the income year in which the withdrawal is made.

If neither the owner's Tax File Number nor Australian Business Number have been quoted to the financial

institution that holds the deposit, the amount withdrawn will also be subject to withholding at a rate equal to the sum of the top marginal tax rate and the Medicare levy (which is currently 46.5%).

The taxation position described is a general statement and should only be used as a guide. It does not constitute tax advice and is based on current tax laws and their interpretation. Before taking up this product seek independent tax advice to determine whether or not this product meets your needs.

### **12.3. Important requirements for Farm Management Deposits**

Some of the requirements for Farm Management Deposits are summarised below. There are also other requirements set out in the Income Tax Assessment Act 1936. A breach of some of the requirements will result in the deposit not being treated as a Farm Management Deposit, and the tax benefits will be lost.

- The depositor must be a primary producer when the deposit is made.
- The deposit must be made by only one person and on behalf of only one person.
- Rights of the depositor are not, and must not be, transferable to another person.
- The deposit must not be used as security for any amount owed to the financial institution or any other person by the depositor or any other person.
- The deposit must not be used, as a mortgage offset account or otherwise, to reduce the depositor's liability to pay interest on other debts to the financial institution.
- Interest or other earnings on the deposit must not be invested as a Farm Management Deposit with the financial institution without having first been paid to the depositor.
- If the depositor requests, the financial institution must electronically transfer the deposit to another financial institution that agrees to accept it as a Farm Management Deposit.
- The financial institution must not deduct any fees from the principal of a Farm Management Deposit. However, it may charge fees for the Farm Management Deposit.

- The minimum allowable deposit is \$1,000 and the maximum is \$400,000.
- A primary producer can own more than one deposit, but they must all be with the same financial institution and must not total more than \$400,000.
- The Farm Management Deposit can be lodged for any term from 7 days to 60 months (5 years) but must be rolled over for at least 12 months to constitute a Farm Management Deposit and obtain the related benefits and concessions.

#### **12.4. Repayment of Farm Management Deposits**

The tax benefits are not retained for deposit amounts withdrawn in the first 12 months after the deposit was made, unless the withdrawal is made:

- (a) in “Exceptional Circumstances” and the deposit was made before the declaration of exceptional circumstances; or
- (b) because the owner:
  - (i) dies; or
  - (ii) becomes bankrupt; or
  - (iii) ceases to be a primary producer for 120 days or more; or
  - (iv) has requested the deposit to be transferred to another financial institution.

If the deposit does not meet the above conditions it will convert to a Term Deposit.

The minimum repayment of the deposit must be at least \$1,000 except where the entire deposit is withdrawn.

Depositors may withdraw part of the deposit within 12 months of the original lodgement date and still qualify for a Farm Management Deposit tax deduction on the remaining amount, as long as the remaining amount has been lodged for at least 12 months from the original lodgement date and the balance does not fall below \$1,000.

#### **12.5 “Exceptional Circumstances” areas**

Depositors who are wholly or partly in “Exceptional Circumstances” areas can withdraw all or part of a deposit within the first 12 months and still retain the full tax benefit in the year of income in which the deposit was made. The

following criteria must be satisfied in order for the tax benefit to be retained:

- the withdrawal is made after the income year in which the deposit was made;
- the deposit was not made whilst the depositor operates wholly or partly in “Exceptional Circumstances” areas;
- at the time of the withdrawal, the depositor continues to be a primary producer wholly or partly in “Exceptional Circumstances” areas;
- at the time of the withdrawal or up to 3 months after the end of the year of income in which the withdrawal was made, the deposit holder will need to obtain an “Exceptional Circumstances” certificate from the relevant state authority.

Note: Any subsequent deposit made in the same income year in which the withdrawal was made will not qualify as a Farm Management Deposit.

A rollover or transfer of a Farm Management Deposit between financial institutions will be considered to be a continuation of the original deposit, and not a withdrawal.

The rights of the Farm Management depositor cannot be transferred to another person. However, the depositor can make a request in writing to the Bank, to electronically transfer the deposit to another financial institution. The other institution must accept the transfer as a Farm Management Deposit.

# General matters.

## 13. Changes to terms and conditions

We may change the terms and conditions that apply to your Account:

We'll always let you know if, for any reason, the terms and conditions of your Account change. However, advance notice may not be given where a change has to be made because of an immediate need to restore or maintain the security of our systems or of individual accounts. We may notify you of changes as set out in the following table:

Type of change	Time frame	Method of notification
<b>New fee or increase to a fee</b>	30 days in advance	In writing, electronically or through media advertisement
<b>Change in the way interest is calculated, charged or paid to your Account – or to the balance tiers which determine the interest rate or rates</b>	30 days in advance	In writing or electronically
<b>Government charges</b>	In advance of the change, or as soon as practicable afterwards, unless the change has been publicised by a government agency, government or representative body	In writing, electronically or through media advertisement
<b>Any other change to a term or condition</b>	In advance of the date of the change	In writing, electronically or through media advertisement

By “electronically”, we mean by:

- electronic communication to your nominated electronic address (i.e. e-mail address); or
- making particulars of the changes available at our website and sending to your nominated electronic address a notification that the changes can be retrieved from [www.westpac.com.au](http://www.westpac.com.au)

## **14. The Code of Banking Practice**

This is a self-regulatory Code adopted by us and other banks. Its purpose is to set standards of good banking practice for banks to follow when dealing with persons who are, or who may become, their individual and small business customers and their guarantors. We comply with this Code.

If you are an individual or small business customer or guarantor, each relevant provision of the Code applies to the banking products and services described in this booklet. Information is available from us about:

- account opening procedures;
- our obligations regarding the confidentiality of your information;
- complaint handling procedures;
- bank cheques;
- the advisability of you informing us promptly when you are in financial difficulty; and
- the advisability of you reading the terms and conditions applying to the relevant banking service.

Information on current interest rates and fees and charges is available on request.

## **15. The Electronic Funds Transfer Code of Conduct**

If you have a personal Term Deposit, the Electronic Funds Transfer Code of Conduct governs electronic funds transfer transactions to or from your Account which are initiated by you through electronic equipment using an access method. We actively comply with this Code.

Separate terms and conditions apply to your use of Westpac Online Banking, Business Online Banking and Telephone Banking. You can obtain a copy of the terms and conditions for other banking services we offer by contacting us.

## **16. What to do if you have a problem or dispute**

### **Getting your complaint heard**

Sometimes you may want to talk about problems you are having with us. Fixing these problems is very important to us.

We've put in place ways of dealing with your issues quickly and fairly.

### **Please talk to us first**

We aim to resolve your complaint at your first point of contact with us. So please raise your complaint with any of the people handling your banking. You can contact us 24 hours a day, 7 days a week, from anywhere in Australia by:

Telephone: 1300 130 467

E-mail: Go to our website, [www.westpac.com.au](http://www.westpac.com.au), click on 'Contact Us' and then 'Customer Feedback'.

Fax: 1300 655 858

Mail: Reply Paid 5265, Sydney NSW 2001

### **Contact our Customer Relations Team**

If we cannot resolve your complaint at your first point of contact with us, we will escalate it to our Customer Relations Team. You can also contact our Customer Relations Team directly by:

Telephone: 1300 130 206

E-mail: Go to our website, [www.westpac.com.au](http://www.westpac.com.au), click on 'Contact us' and then 'Customer Feedback'.

Fax: 1300 655 858

Mail: Reply Paid 5265, Sydney NSW 2001.

## **What to do if you are still unhappy**

If we haven't been able to deal with your issues to your satisfaction there are a number of other bodies you can go to. One of these is the Financial Ombudsman Service (FOS). The FOS deals with complaints about banks and their related companies. Their contact details are:

Telephone: 1300 780 808

Fax: (03) 9613 6399

E-mail: [info@fos.org.au](mailto:info@fos.org.au)

Mail: GPO Box 3, Melbourne VIC 3001

Internet: [www.fos.org.au](http://www.fos.org.au)

## **17. Privacy and Confidentiality**

Westpac's Privacy Policy explains our commitment to the protection of your personal information. You may obtain a copy of our Privacy Policy by:

- calling Telephone Banking on 132 032 (for Personal Customers) or 132 142 (for Business Customers);
- asking at any of our branches;
- visiting our website at [www.westpac.com.au](http://www.westpac.com.au)

The Bank has a general duty of confidentiality towards you, except in the following circumstances:

- where disclosure is compelled by law;
- where there is a duty to the public to disclose;
- where the interests of the Bank require disclosure;
- where disclosure is made with your express or implied consent.

## **18. Recommending banking solutions that meet your needs**

This booklet has been designed to help you choose the right Account. By discussing your individual needs and circumstances with us, we are able to recommend the most suitable product or service. Please be assured that all recommendations are given in the best interests of our customers and that there is always a reasonable basis for the advice that is given.

Advice provided by our staff is provided to you on behalf of Westpac Banking Corporation. It is important that the information our customers provide to us is accurate information as it is this information which we rely upon in providing our recommendations. If the information you have provided is inaccurate or incomplete, you should consider the appropriateness of the advice in regards to your personal circumstances.

## **19. Factors that may influence our advice**

Staff are paid a combination of salary and superannuation but may also become entitled to other benefits as a result of customers acquiring products through them. These other benefits may include cash incentive programs where staff may be eligible for a cash bonus based on the performance of their team and their own performance for achieving or exceeding a sales target. The performance requirements include a variety of key behaviours and objectives, such as the quality of their customer service and level of product sales made by them and by other areas of the business as a result of their referrals.

The amount of the bonus will be based on the extent to which they have exceeded their objectives, their general behaviour, the performance of their business unit and their job classification.

Staff may also be entitled to receive other benefits from incentive and promotional programs. These vary from small non-monetary rewards such as movie tickets, hampers and dinners, to more valuable benefits such as flight and accommodation packages.

## **20. Communication with you**

From time to time, members of the Westpac Group may contact you with or send you information about other Westpac products and services that we feel might be of relevance or benefit. (Westpac Group refers to Westpac Banking Corporation and its related bodies corporate which include companies that bear the 'Westpac', 'St.George', 'BankSA' or 'BT' name).

Although we encourage you to receive this information, it is not compulsory. If you do not wish to receive it, please advise us in one of the following ways:

For Personal Customers	For Business Customers
<ul style="list-style-type: none"> <li>• By calling 132 032</li> <li>• By visiting any of our branches</li> <li>• By writing to us at GPO Box 3433 Sydney NSW 2001</li> </ul>	<ul style="list-style-type: none"> <li>• By calling 132 142</li> <li>• By visiting any of our branches</li> <li>• By writing to us at GPO Box 3433 Sydney NSW 2001</li> <li>• Speak with your Relationship Manager</li> </ul>

You don't need to do this if you have already told us you do not want to receive this type of information.

## 21. Anti-Money Laundering and Counter-Terrorism Financing Obligations

Please be advised that in order for us to meet our regulatory and compliance obligations we will be increasing the levels of control and monitoring we perform.

You should be aware that:

- transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions (or the law or sanctions of any other country). Where transactions are delayed, blocked, frozen or refused Westpac and its correspondents are not liable for any loss you suffer (including consequential loss) howsoever caused in connection with any deposit product;
- we may from time to time require additional information from you to assist us in the above compliance process; and
- where legally obliged to do so, we will disclose the information gathered to regulatory and/or law enforcement agencies, other banks, other members of the Westpac Group, service providers or to other third parties.

You provide Westpac the following undertakings and indemnify Westpac against any potential losses arising from any breach by you of such undertakings:

- (a) you will not initiate, engage in or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country); and
- (b) the underlying activity for which any deposit product is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

## 22. Bank cheques

Bank cheques, drawn by a bank on itself, are a widely accepted means of safe payment, and a safe alternative to carrying large amounts of cash. Bank cheques can be purchased at any branch where they are prepared on the spot.

You can pay for the Bank cheque and the fee either in cash or by withdrawing funds from your Account with us.

A Bank cheque has to be cleared like any other cheque and may be dishonoured if it was lost, stolen, destroyed, your signature was forged, the cheque was fraudulently and materially altered, and for other reasons that would affect its validity.

If a Bank cheque you have purchased is lost, stolen, or destroyed, please contact any branch immediately with your original bank cheque purchase receipt. There is a fee for replacing a Bank cheque.

If a Bank cheque is no longer required, the purchaser may cancel it and request a refund at any branch. The original bank cheque and purchase receipt should be provided when requesting a refund. There is a fee for refunding a Bank cheque.

Transaction type	Fee
<b>Bank cheques</b>	
• Bank cheque	\$10.00
• Bank cheque Online	\$5.00 (which includes a customised remittance plus postage and handling)
• Refunding a Bank cheque no longer required – original presented	\$12.00 per cheque (for Bank customers)
• Refunding/Replacing a Bank cheque – original lost, stolen or destroyed	\$27.00 per cheque (for Bank customers)

## 23. Definitions

**'Access level'** is the level of access granted by an Account holder to a nominated group user of Business Telephone Banking or Business Online, where the group user is allowed to perform the type of transactions nominated for the account(s).

**'Access method'** means the combined use of any one of the following components by a user to make electronic funds transactions to or from an Account using electronic equipment: Account number, customer number, PIN, Telephone Banking access code or Online Banking password.

**'Account'** means a Term Deposit or Farm Management Deposit.

**'Account holder'** and **'you'** is the person(s) in whose name an Account is conducted and who is responsible for all transactions on the Account.

**'Business day'** means any weekday when the Bank is open for business in any State or Territory of Australia. If the Bank is closed in all States and Territories then that day will not be a business day. If the Bank's offices are closed in your State or Territory but open in other States or Territories then the Bank will still regard that day as a business day in every State and Territory. Saturday and Sunday are not classified as business days even though branches may be open for business.

**'Electronic equipment'** means electronic terminal, computer, television and telephone.

**'Group User and User'** means the person(s) authorised by the Account holder to perform the type of transactions permitted by the Account holder.

**'Person'** includes an individual, company, society, club, association or authority.

**'the Bank', 'we' and 'us'** means Westpac Banking Corporation.

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