

# Corporate and purchasing cards

Facility Terms and Conditions  
Card Conditions of Use.



Effective date: 9 November 2023



# We're here to help

🏠 Westpac Banking Corporation  
Commercial Cards  
GPO Box 18  
Sydney NSW 2001

☎️ (02) 9055 3598

## Lost or Stolen Cards and Cardholder Enquiries

☎️ Commercial Cards Customer Service Line  
Available 24 hours, 7 days a week.

### **Within Australia**

1300 650 107 during business hours.

### **Overseas**

Ring the operator in your current locality  
and book a reverse charge call to Australia  
+612 9155 7700

## **Accessibility support.**

At any time, you can inform us how you would prefer to be contacted. If you are deaf and/or find it hard hearing or speaking with people who use a phone, you can reach us through the National Relay Service (NRS). To use the NRS you can register by visiting [accesshub.gov.au/about-the-nrs](https://accesshub.gov.au/about-the-nrs)

Visit [westpac.com.au/web-accessibility](https://westpac.com.au/web-accessibility) for further information on our accessible products and services for people with disability.

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# Facility Terms and Conditions

## 1.0 Introduction.

The Principal has opened a commercial Card facility (the “Facility”) with the Bank under which Corporate Cards and/or Purchasing Cards (each a “Card”) will be issued to each person (a “Cardholder”) nominated by the Principal. The Principal’s agreement with the Bank in relation to the Facility is contained in:

- the forms used to establish the Facility as accepted by the Bank and any other letter or schedule from the Bank to the Principal relating to the pricing of the Facility, and any other document provided by the Bank to the Principal stated to form part of the agreement;
- these Terms and Conditions; and
- the conditions set out in Appendix A (the “Conditions of Use”), each as varied in accordance with these Terms and Conditions.

Unless the Principal has previously accepted the terms of that agreement, any use of a Card by a Cardholder will be taken as the Principal’s agreement to comply with the terms of the agreement.

Expressions used in these Terms and Conditions, which are not defined in these Terms and Conditions, will have the meaning given in the Conditions of Use.

## 2.0 The Banking Code of Practice.

- Westpac has adopted the Banking Code of Practice 2019 (Banking Code). The Banking Code sets out the standards of practice and service for Australian banks to follow when dealing with certain customers.
- If we provide you with a ‘banking service’ and you are an ‘individual’ or a ‘small business’ (each term as defined in the Banking Code), the relevant provisions of the Banking Code will apply in addition to, and prevail to the extent of any inconsistency with, these terms and conditions.
- You can obtain a copy of the Banking Code from our website, your relationship manager or any of our branches. Please let us know if you would like to discuss whether or not the Banking Code will apply to you. Our contact details are set out on page 2.

### **3.0 Conditions of Use.**

When a Card is issued by the Bank, the Bank will provide a copy of the Conditions of Use to the Principal. The Principal agrees to provide each Cardholder with a copy of the Conditions of Use.

The Conditions of Use form part of these Terms and Conditions and bind the Principal even if the Principal is not a Cardholder. The Principal is liable to the Bank for any non-observance of the Conditions of Use by a Cardholder.

### **4.0 Card Issuance and Cancellation.**

A Card will be issued only on the request of the Principal in writing or by any electronic means agreed to by the parties. Each request must specify the credit limit and, if applicable, transaction restrictions required for each Card.

The Principal must only request Cards to be issued for purposes relating to the Principal's business expenses. The Principal must not issue any Card to a third party.

By nominating a Cardholder, the Principal authorises the Cardholder to act on their behalf to make a replacement request for the Cardholder's existing Card that is lost, damaged or stolen.

If the Principal requires a Card to be cancelled it must tell the Bank immediately by telephone, email or an electronic means agreed to by the parties. Any advice by telephone may need to be confirmed in writing. The Bank's contact numbers are those specified at the front of this booklet or such other number as the Bank has notified the Principal from time to time.

### **5.0 Transaction Restrictions.**

The Principal may elect to place restrictions on various types of transactions that may be undertaken by the use of a Card. The restrictions may be applied to individual Cards or all the Cards in use under the Facility and include whether a Cardholder may undertake Cash Advance transactions with the Card.

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

The Principal agrees to notify each Cardholder of any restrictions that apply to the use of the Card. There may be instances where the restrictions placed on a Card may not be effective. This is usually where electronic approval of 6 transactions is not available (e.g. on manual

transactions or where electronic authorisation networks may not be fully functioning). In these circumstances, it may be possible for a Cardholder to perform a transaction that would otherwise be restricted. The Principal agrees that:

- it is liable to the Bank for all such transactions; and
- in no circumstances will the Bank be liable to the Principal, because any transaction for which authorisation is sought proceeds notwithstanding a restriction nominated by the Principal (except where the Bank has failed to promptly apply an available restriction requested by the Principal and such failure is caused by the Bank's fraud, negligence or wilful misconduct).

## **6.0 The Facility.**

The Principal is liable to the Bank for all amounts outstanding under the Facility including all fees and charges which apply to the Facility. Where the Principal constitutes more than one party, the liability of each party under the Facility shall be joint and several. The Bank may, at any time and wherever possible with reasonable notice, terminate the Facility for any reason by written notice to the Principal.

If the Facility is terminated by the Bank all Cards will be immediately cancelled and no further credit will be extended on the Facility. The Principal must ensure that all Cards are securely destroyed or returned to the Bank as soon as practicable after receiving notification of the termination of the Facility.

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

## **7.0 Facility Limit.**

When the Facility is opened the Bank will advise the Principal of the applicable Facility limit. The outstanding balance of the Facility must not exceed the Facility limit. If for some reason it does at any time, the excess will be payable by the Principal immediately on demand by the Bank.

The Principal may apply to the Bank in writing at any time to vary the Facility limit (but the Bank has no obligation to do so).

Each Card can have a credit limit up to the value of the overall Facility limit, but the Principal must ensure that total outstanding balances across all Cards under the Facility must not exceed the Facility limit.

## 8.0 Credit Limit.

When the Principal applies for a Card, the Principal will specify the credit limit applicable to the Card.

The Principal agrees to advise each Cardholder of the credit limit that applies to that Cardholder's Card. Where the credit limit for a Card is subject to the outstanding balances for other Cards under the same Facility, the Principal agrees to notify each Cardholder that the Card's credit limit is subject to the outstanding balances of other Cards under the Facility. The Principal may apply to the Bank in writing at any time to vary the credit limit applicable to any Card. If the Bank approves an application to vary a credit limit applicable to a Card, the Bank shall notify the Principal of the varied credit limit and specify the date on which the variation takes effect. The Principal agrees to notify the Cardholder of any such variation.

## 9.0 The Facility Account.

- (a) The Facility Account will be charged with:
- the amount of any goods and services bought directly, using the relevant Card, from a Merchant or by mail, telephone, the internet or any other way authorised by the Bank from time to time;
  - the amount of all Cash Advances obtained using the relevant Card;
  - interest on those Cash Advances; and
  - all applicable fees and charges (as advised by the Bank to the Principal from time to time).
- (b) The Principal agrees that the amount shown on any sales voucher, Cash Advance voucher or transaction record is sufficient evidence of the cash price of the goods or services or the amount of the Cash Advance to which the transaction relates.
- (c) The Principal agrees it will be liable for any direct debit or recurring transactions arranged using a Card. The payments under these arrangements may continue to be honoured by Westpac even after the closure of the Card or Facility and the Principal will continue to be liable for these charges until these arrangements are cancelled. Recurring



transaction arrangements must be cancelled directly with the Merchant with whom the arrangement has been made. If a Merchant does not act on your instruction to cancel a recurring transaction arrangement you may contact us to raise the dispute with the Scheme on your behalf, in accordance with the Scheme Rules.

## 10.0 Processing Date.

- (a) Transactions at our Electronic Banking Terminals may be processed to the Facility Account on the date of the transaction or the following Bank business day.
- (b) The Bank will process all other transactions to the Facility Account as soon as the Bank receives them.

However, transactions may be assigned an effective date in accordance with clause 15.0.

## 11.0 Account Statements and Reports.

Paper based or electronic transaction details will be issued for:

- each Card; and
- the Facility on a consolidated basis, weekly or monthly (depending on the Principal's arrangements with the Bank) if there have been any amounts debited or credited to the Facility during the relevant period or if there are any amounts owing by the Principal. The relevant weekly or monthly period is called a statement cycle and the last day of that period is the statement date.

All transaction details will be expressed in Australian currency. The Principal agrees to ensure that transaction details for each Facility Account are carefully checked as soon as they are received. If the Principal wishes to dispute an amount charged to a Facility Account, the Principal must bring the dispute to the Bank's attention (in writing) within 30 days from the statement date.

If the Principal does not dispute an amount within that time, the Bank's ability to obtain a refund (if applicable) may be restricted under Mastercard® and Visa scheme rules.

This provision does not apply to disputed transactions made using a Card and PIN. Please refer to clause 5.3 of the Conditions of Use for information regarding disputed

transactions made using a Card and PIN. The Bank may supply the Principal with software to facilitate transaction reporting and electronic provision of transaction details. Use of that software is governed by the license agreement and manuals provided with the software.

## **12.0 Payments.**

The bank makes available various methods to consolidate Facility Account Balances for reporting and payment purposes. The balance outstanding on the Facility Account on each statement date will be payable in full within the agreed number of days of that statement date (the “settlement period”). Payments will be made via direct debit to the account(s) nominated by the Principal and accepted by Westpac. The direct debit will be processed by the Bank on the settlement day. Payments made after a statement date will not counteract the automatic monthly direct debit which will still be made on the due date for payment. Cards with credit balance at the end of the month will not net off against the debit balance of other card accounts. If the Principal changes or closes the account from which the payment of the Facility Account is drawn, the Principal must immediately notify the Bank of the change of account details and make alternative arrangements for payment. Failure to notify the Bank may cause the drawing for the Facility Account payment to be dishonoured.

Westpac reserves the right to cancel any arrangements to pay should the direct debit dishonour consecutively 3 times. The Bank may, at their discretion, also close the Facility should the direct debit payment fail consecutively for 3 months. Westpac will notify the Principal of this decision prior to Facility closure.

## **13.0 Fees and Charges.**

Subject to all applicable laws, the Principal will pay all fees or charges which apply to the Facility from time to time. Please check the schedule or letter provided to the Principal at the time of establishing the Facility relating to pricing of the Facility, or any updated pricing information provided by the Bank to the Principal from time to time and any other correspondence from the Bank relating to fees and charges to determine which fees are applicable to the Facility. See clause 19 for further information about how we may make changes to fees and charges.

Information on current fees and charges applying to the Facility is available on request.

## **Government charges.**

Subject to any applicable law, the Principal will pay:

- any stamp duty payable in respect of the Facility; 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 Facility Account, whether or not the Principal is primarily liable for such duties, taxes, rates or charges. (These amounts will be debited to the relevant Facility Account).

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

## **14.0 Interest.**

No interest will be charged on purchases. When the Facility is opened the Bank will advise the Principal of the interest rate which applies to Cash Advances. The Bank may vary this rate at any time (see clause 19). Information on current interest rates is available on request.

## **15.0 Calculation of interest charges on Cash Advances.**

Interest charges will be calculated for each statement cycle at the statement date and charged to each relevant Facility Account on that date.

If a Cash Advance debited to a Facility Account 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 (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 that statement cycle until the amount is paid in full. Interest on Cash Advances will continue to be charged on any Cash Advance balances reflected in a billing account until the amount is repaid.

The interest charge on Cash Advances debited to a Facility Account is calculated daily, by applying the Daily Percentage Rate to the unpaid daily balances of Cash Advances.

The total amount of interest charges debited to the Facility Account is the sum of the interest charges on Cash Advances for the number of days in the statement cycle and may include adjustments relating to prior statement cycles. In this section, “Daily Percentage Rate” means the rate determined by dividing the Annual Percentage Rate by 365.

“Annual Percentage Rate” means the percentage rate per annum applicable to Cash Advances through the Facility as recorded on the schedule or letter provided to the Principal relating to pricing of the Facility at the time of the establishment of the Facility or as notified to the Principal by the Bank from time to time. See clause 19 for further information about how we may make changes to interest rates.

We may assign any date we consider appropriate to a debit or a credit to the Facility 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 may 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 contract. We may subsequently adjust a debit or credit to the Facility 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).

## **16.0 Representations and Warranties.**

The Principal makes the following representations and warranties:

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

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

## **17.0 Anti-Money Laundering and Counter-Terrorism Financing Obligations.**

The Principal will obtain any account information and other signatory information in respect of each Authorised Signatory and Authorised User the Bank asks it to, as required by the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* and associated legislation, guidelines and programmes.

## **18.0 Facsimile/Email Service.**

The Principal agrees that the Bank will communicate with the Principal, and the Principal can communicate with the Bank, by facsimile and/or email, and agrees as follows:

- (a) Each facsimile instruction will be signed in accordance with the Principal's current authorities held by the Bank and will be in a form satisfactory to the Bank. Emails 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, the Bank will have no obligation to verify the authenticity or accuracy of any facsimile or email instruction received from the Principal or purporting to have been sent by the Principal.
- (c) The Bank 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. However, the Bank will not act on any directions contained in a facsimile or email instruction where it knows or reasonably suspects those instructions are fraudulent or unauthorised.
- (d) The Bank may, in its 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 Principal but the Bank will not be under any obligation to do so in any case.

- (e) It will release the Bank from and indemnify the Bank against all direct losses and liabilities arising from any payment or action the Bank may make based on any instruction (even if not genuine) that the Bank receives by facsimile and/or email bearing the Facility reference details, Card number and signature(s) apparently that of an authorised signatory on the Facility. The Principal also agrees that neither the Principal nor anyone claiming through the Principal has any claim against the Bank in relation to these payments or actions.

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

## 19.0 Variations.

We may change the Facility Terms and Conditions or the Card Conditions of Use at any time and will notify the Principal of any changes. However, advance notice may not be given where a change has to be made to restore or maintain the security of our systems or of individual accounts. We may also give you a shorter notice period (or no notice) if it is reasonable for us to manage a material and immediate risk.

- (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 Cash Advances);
- changes to how we calculate interest and how often we debit interest;
- 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 or card scheme requirements;
  - 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; or
- any other change which reduces your obligations or gives you more time to pay us.

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

<b>Type of change</b>	<b>Time frame</b>	<b>Method of notification</b>
<b>Changes to fees and charges (including the introduction of new fees and charges)</b>	30 days in advance	In writing or electronically
<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>	In advance of the change, or reasonably promptly after the government agency, government or representative body notifies us, unless the change has been publicised by a government agency, government or representative body	In writing, electronically or through an advertisement in a major newspaper
<b>Any other term or condition</b>	As soon as reasonably possible (which may be before or after the change) unless we believe the change is unfavourable to you in which case we will give you notice at least 30 days in advance	In writing, electronically or through an advertisement in a major newspaper



Type of change	Time frame	Method of notification
<b>Reduction in a limit or a refusal to authorise further transactions on a Card</b>	30 days in advance unless we believe that the use of the card may cause loss to you or us, in which case we will notify you as soon as reasonably possible (which may be before or after the change).	In writing, electronically or through an advertisement in a major newspaper
<b>Change in law (including any change in law, or guidance or requirements of a regulator, or a decision of a court or other dispute resolution process)</b>	As soon as reasonably possible (which may be before or after the change) unless we believe the change is unfavourable to you in which case we will give you notice at least 30 days in advance	In writing, electronically or through an advertisement in a major newspaper

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)

The Principal is responsible to advise each Cardholder of any variation.

## 20.0 Notices.

Subject to clause 19 the Bank will be flexible about how notices are given to the Principal.

They might be provided in writing including by statement of account (including electronic statements), by facsimile or by newspaper advertisement depending on the nature of the notice.

The Principal may give the Bank a notice by posting it in a prepaid envelope to the address mentioned in the inside front cover of this booklet or by transmitting a facsimile to the number in this booklet.

## **21.0 Set off – No deduction.**

If the Principal has money in any account with the Bank, we can, but need not, use it to pay amounts owing under this agreement.

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

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

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

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

## **22.0 Assignment.**

The Principal may not transfer this Facility. If the Bank wants to transfer this Facility it can do so. If the Bank wants to do so, it can give anyone all information that privacy laws allow it to give. To the maximum extent allowed by law any transfer by the Bank will be free of any set-off, equity or cross claim which the Principal would have had against the Bank or any transferee but for this clause.

## **23.0 Indemnity and Costs.**

The Principal agrees to indemnify the Bank for all direct loss and reasonable costs and expenses (including legal costs) it incurs as a result of the Principal failing to observe or perform any term of the Facility or the actual or contemplated enforcement of the Bank's rights under the Facility. However, this does not apply to any loss, cost or expense caused due to fraud, negligence or wilful misconduct of the Bank (or its employees or agent).

## **24.0 No Waivers.**

If the Bank does not take some action when it is allowed to, it does not mean it is giving up the right to take that action and cannot do it later.

## **25.0 Enforceability and Validity.**

If any provision of this agreement is unenforceable in any jurisdiction that does not invalidate the remaining provisions of this agreement or affect the validity or enforceability of that provision in any other jurisdiction.

## **26.0 Governing Law.**

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

## **27.0 Foreign Tax Residency.**

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 e.g., in a form of account restrictions if you have not provided us with your foreign tax residency information 30 days after we have contacted 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 (for example 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 Foreign Tax Operations on 1300 725 863 or +61 2 9155 7580 for customers outside Australia. For more information you can also visit our page on Foreign Tax Residency: [westpac.com.au/foreigntaxresidency](https://westpac.com.au/foreigntaxresidency)

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.

## 28.0 Privacy Obligations.

This clause applies if personal information (including of any staff or authorised users of the Service) is provided to Westpac by or on behalf of the Client or collected directly by Westpac in relation to any Service (Services PI).

With respect to Services PI, in addition to complying with its own obligations under the Privacy Act, the Client must:

- (a) take reasonable steps to notify (or, if requested, assist Westpac to notify) each individual whose personal information may be collected by or provided to Westpac that Westpac will collect, use and disclose Services PI in accordance with the Westpac Privacy Statement, which can be found at [westpac.com.au/privacy/privacy-statement](http://westpac.com.au/privacy/privacy-statement) or obtained by contacting your Relationship Manager or Westpac representative;
- (a) with respect to any incident or data breach involving Services PI:
  - (i) immediately notify Westpac in writing to your Relationship Manager; or
  - (ii) provide such assistance as Westpac may reasonably request, or comply with any reasonable direction Westpac may give, regarding notification or resolution of any incident or data breach (however arising).

To the extent that it applies, the Client must comply with the *Privacy Act 1988* (Cth) in relation to any personal information it provides to Westpac in connection with this Agreement, and if the Client engages in activities in a jurisdiction other than Australia, it must comply also with the applicable privacy laws in that jurisdiction.

## 29.0 Privacy Statement (for individuals whose personal information may be collected – in this clause referred to as “you”).

All personal information and credit-related information (if applicable) we collect about you is collected, used and disclosed by us in accordance with our Privacy Statement which is available at

[westpac.com.au/privacy/privacy-statement](https://westpac.com.au/privacy/privacy-statement) or by calling us through your relationship manager or Westpac representative. You do not have to provide us with any personal information or credit information (if applicable) but, if you don't, we may not be able to process an application or a request for a product or service.

Where individuals engage with us in relation to products and services for our business, corporate or institutional customers (for example, as representative, administrator, director, corporate officer, signatory, beneficiary or shareholder of one of our customers) our Privacy Statement will be relevant to those individuals where we collect and handle their personal information. For example, where we collect their personal information to verify their identity or collect their signature as a signatory on a corporate account.

### **30.0 External service providers.**

We may subcontract any of our rights and obligations under these terms and conditions to another person in Australia or overseas, although we will remain responsible for the performance of those obligations.

We may disclose or share any information you provide to us with any such person. With respect to any personal information, details of the countries where the overseas recipients are likely to be located is contained in the Westpac Privacy Statement which is available at [westpac.com.au/privacy/privacy-statement](https://westpac.com.au/privacy/privacy-statement) (as updated from time to time).

# Appendix A: Commercial Cards Conditions of Use

## 1.0 These Conditions of Use.

### 1.1 Introduction.

- (a) These Conditions of Use govern the use of the Card and, where applicable, set out your rights and obligations regarding the use of the Card and your personal identification number (PIN).
- (b) Your Card enables you to access the Facility Account and, if requested by you, a business Cheque Account and/or Savings Account held by the Principal on which you are authorised to operate. You will only be permitted to use your Card to access Accounts which you are authorised to operate in your sole capacity.
- (c) If you do not understand anything contained in these Conditions of Use or any other document relating to the Card, please talk to the Principal or our staff. We will be happy to help you.
- (d) In addition to these Conditions of Use, all other separate terms and conditions (express or implied) applicable to an Account will continue to have effect to you and to the transactions involving the use of your Card and, where appropriate, your PIN.
- (e) If there is any inconsistency between these Conditions of Use and any other document, these Conditions of Use shall prevail.

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

Unless you have previously accepted these Conditions of Use, any use of the Card will be taken as your agreement to comply with these Conditions of Use.

## 2.0 Definitions.

In these Conditions of Use:

- (a) **“Account”** means a Westpac account nominated by an Account Holder and accepted by us which can be operated by a Card and, where appropriate, a PIN, through an Electronic Banking Terminal. This includes the Facility Account.

- (b) **“Account Holder”** means in relation to an Account, the person(s) in whose name the Account is conducted and who is (subject to these Conditions of Use) responsible for all transactions on the Account. Where the Account Holder constitutes more than one party, the liability of each party under these Conditions of Use is joint and several. In the case of the Facility Account, the Account Holder is the Principal.
- (c) **“ATM”** means an automated teller machine operated by us or someone else.
- (d) **“Bank@Post”** means selected Australia Post Offices where you can deposit or withdraw cash and check your account balance.
- (e) **“Bank”, “Westpac”, “our”, “we” or “us”** means Westpac Banking Corporation (ABN 33 007 457 141).
- (f) **“Card”** means any
- Mastercard Corporate Card
  - Mastercard Purchasing Card
  - Visa Corporate Card
  - Visa Purchasing Card issued by us to you.
- (g) **“Cardholder” or “you” or “your”** means anyone who has been issued a Card.
- (h) **“Cash Advance”** means any transaction treated by us as a cash advance, including transactions where you:
- draw cash from the Facility Account using an or at a financial institution; or
  - receive from a Merchant a cash substitute (including, but not limited to, using the Facility 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 Facility Account to pay bills through a third party where the Merchant does not accept credit card payments; or
  - use the Facility Account to pay bills over the counter at a financial institution; or
  - transfer, or arrange for the transfer of, funds from the Facility 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.

Westpac, as the issuer of your Card, is only able to determine whether to treat a transaction you make with a Merchant on the Facility Account 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, credit 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.

- (i) “**CDM**” means any authorised coin deposit machine in selected branches where you to deposit coins.
- (j) “**Cheque Account**” means the Account selected by you as the account linked to the cheque button when using an Electronic Banking Terminal.
- (k) “**Contactless Terminal**” means an Electronic Banking Terminal which can be used to make a Contactless Transaction.
- (l) “**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.
- (m) “**Electronic Banking Terminal**” means any authorised terminal or device in which you can use the Card and your PIN. This includes:
  - Westpac branch terminals in Australia;
  - ATMs and CDMs in Australia;
  - ATMs overseas bearing the scheme logo for your Card;
  - ATMs overseas bearing the Cirrus logo (for Mastercard Cards only);
  - electronic funds transfer at point of sale (EFTPOS) terminals;
  - any other authorised terminal or device connected to the Bank’s electronic banking system from time to time.
- (n) “**Facility Account**” means the commercial card account in the name of the Principal which relates to the Card issued to you.



- (o) **“Foreign Transaction”** is any transaction including Cash Advances 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 processing the transaction is located outside Australia.

- (p) **“Foreign Transaction Fee”** is a fee charged to you by Westpac, calculated as a percentage of the Australian dollar value of a Foreign Transaction. The percentage may vary from time to time depending on the applicable credit card scheme.
- (q) **“Internet Banking”** means the use of a computer or mobile device to connect you to us via the Internet and carry out a range of transactions and obtain information about your accounts. Internet Banking is governed by a separate set of terms and conditions located at [westpac.com.au](http://westpac.com.au) 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.
- (r) **“Merchant”** means a provider of goods or services who accepts payment by card.
- (s) **“PIN”** means a personal identification number or word which has been selected by a Cardholder, or which has been allocated to a Cardholder by the Bank, for use with a Card in any Electronic Banking Terminal.
- (t) **“Principal”** means the business entity who has applied for the Card, in whose name the Facility Account is conducted and who is (subject to these Conditions of Use) responsible for all transactions on the Facility Account.
- (u) **“Savings Account”** means the Account selected by you as the account linked to the savings button when using an Electronic Banking Terminal.
- (v) **“Telephone Banking”** including “Business 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 governed by separate Product Disclosure Statements located at [westpac.com.au](http://westpac.com.au). 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.

- (w) **“Westpac Group”** means Westpac Banking Corporation and its related bodies corporate. St.George, Bank of Melbourne and BankSA are all divisions of Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714.
- (x) **“Westpac Group partner ATM”** refers to an ATM operated by a third party who Westpac has an arrangement with. The available ATM locations can be found on our website at the ATM locator [[westpac.com.au/locateus](http://westpac.com.au/locateus)] or via the Westpac Mobile Banking App.

## 3.0 The Card and PIN.

### 3.1 Use of the Card.

- (a) The Card must be used solely for business purposes authorised by the Principal and not for private or domestic purposes.
- (b) You must not use the Card for any unlawful purpose, including the purchase of goods and services prohibited by the laws of Australia and/or the laws of the location where the Card is used.

### 3.2 Selection/Issue of PIN.

- (i) Each new Card will be issued with a PIN.
- (ii) When a PIN is issued for a Card, you may be required to select a PIN upon collection of the Card or we will allocate a PIN to you. We may also allocate a PIN to you if the PIN is required to be reissued.
- (iii) You may change your PIN at any time using special terminals located in our branches in Australia, or if you hold an eligible Card that was issued after 1 April 2016, via Internet Banking.

### 3.3 Card validity and expiry.

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

### 3.4 Card reissue.

We may issue a new Card to you at any time. All such Cards are subject to these Conditions of Use. We reserve the right not to reissue a Card.

### 3.5 All Cards remain our property.

You agree that the Card remains the property of the Bank and agree to securely destroy the Card or return the Card to us on:

- our request;
- cancellation of the Card;
- closure or termination of the Facility Account; or
- termination of your authority to use the Card.

## 4.0 Using the Card.

### 4.1 Where can you use the Card?

- (a) Depending on the type of Card being used, the Principal may have the ability to restrict the types of transactions that you may undertake with the Card when accessing the Facility Account. The restriction may limit any 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;
  - the number and/or value of transactions you may make;
  - the day of the week and/or the time of day that you may make transactions;
  - whether you may undertake Cash Advance transactions with the Card; and/or
  - whether you may undertake purchase transactions with the Card. The Principal will notify you of the types of restrictions applicable to the Card.
- (b) Subject to paragraph (a), you may use the Card as follows:
- for transactions on any Account:**
- (i) at most ATMs in Australia for cash withdrawals and balance enquiries. Other

features may be available at select Westpac Group or Westpac Group partner ATMs (e.g. making deposits). ATM features are subject to change. Refer to the ATM device you're using, visit [westpac.com.au/ouratms](http://westpac.com.au/ouratms) or visit your local branch for more details;

- (ii) at ATMs overseas bearing the Cirrus logo for cash withdrawals and balance enquiries (Mastercard Cards only);
- (iii) at EFTPOS terminals in Australia to pay for goods or services provided by a Merchant.

**for transactions on the Facility 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 your Card.

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

- (a) Certain transactions on a Facility Account may need to be authorised by us before they can proceed (even if they are of a type the Principal has not restricted under clause 4.1). 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 permitted transaction restrictions imposed on the Card by the Principal;
- the credit limit for the Card would be exceeded; or
- the overall limit applicable to the Facility would be exceeded.

- (b) Once the authorisation is obtained, it will reduce the amount of available funds on the Facility Account. If the purchase or other transaction is not completed, the amount of available funds on the Facility Account may continue to be reduced for up to four working days after the authorisation is obtained.
- (c) We reserve the right to decline authorisation for any transaction made using the Card.

### **4.3 Recurring transactions.**

You must ensure that you cancel any recurring transaction arrangement you have on the Card with a Merchant on the first to occur of:

- the underlying agreement for the supply of goods or services by the Merchant being terminated;
- closure or cancellation of the Card; or
- closure of the Facility.

This cancellation must be done directly with the Merchant with whom you have the arrangement. Westpac may honour any transaction processed to the Card under the arrangement prior to your termination of the arrangement, including in circumstances where the Card or Facility has been cancelled or closed. The Principal will be liable for any payments honoured by Westpac in accordance with the terms and conditions of the Facility.

### **4.4 How much credit can you obtain?**

- (a) The Principal will notify you of the credit limit that applies to the Card. The credit limit is the amount of credit that is available by using the Card.
- (b) Transactions made by you must not exceed the credit limit unless the Principal and the Bank have previously agreed and prior arrangements have been made.
- (c) To protect against fraud, you cannot draw against the value of deposited cheques until 3 business days after the deposit has been made. (In certain uncommon circumstances, this period may be extended by a further one, or even two, business days). If drawings are made against a deposited cheque before it has been paid by the financial institution on which it is drawn, the Principal will have to reimburse the Bank if the cheque is subsequently dishonoured.

### **4.5 Merchants and other 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 you. If you have a complaint or concern about goods or services purchased with the Card, 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.

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

If the Principal has authorised the Card to be used for Cash Advances from the Facility Account:

- (a) The minimum amount you may obtain may vary between financial institutions. The minimum you may obtain at our branches in Australia is \$20.
- (b) Before a Cash Advance has been processed, you 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 debit or 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 overseas:
    - a passport.

Some overseas financial institutions may require additional identification.

## **4.7 Foreign Transactions.**

We will charge the Foreign Transaction Fee on any Foreign Transaction which we debit to your Card Account. The components of any statement entries for purchases or Cash Advances/withdrawals depends on the relevant card scheme and the type of transaction.

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

### **Visa.**

- (a) **Foreign Transactions made in a currency other than Australian dollars:**

Visa Worldwide Pte Limited (Visa) processes Cash Advances, purchases, any other charges incurred and refunds in foreign currencies, and converts these transactions into Australian dollars. Transactions that are made in United States dollars, Canadian dollars, New Zealand dollars, Singapore dollars, Pounds Sterling, Euros and Japanese Yen are converted directly into Australian dollars. Transactions that are made in any other foreign currency are converted into United States dollars before being converted into Australian dollars. The exchange rate used for the conversion is a wholesale market exchange rate selected by Visa from within a range of wholesale market rates in effect the day before they process the transaction.

A Foreign Transaction Fee charged to you in accordance with clause 13.0 of the Facility Terms and Conditions for purchases and Cash Advances/withdrawals is shown separately on your statement from the converted Australian dollar amount of the transaction.

**(b) Foreign Transactions in Australian dollars:**

Foreign Transactions may be conducted in Australian dollars, or converted into Australian dollars by the Merchant or financial institution processing the payment. In each case, Westpac will charge a Foreign Transaction Fee on the Australian dollar amount of the Foreign Transaction.

A Foreign Transaction Fee charged to you in accordance with clause 13.0 of the Facility Terms and Conditions for Foreign Transactions is incorporated into the Australian dollar amount of the transaction shown on your statement.

**Note:** Westpac has no control over the exchange rate used by a Merchant or financial institution to convert a foreign currency amount into Australian dollars. Also note, exchange rates quoted by Westpac in Australia are not used to convert foreign currency transactions to the Australian dollar equivalent.

**Mastercard.**

**(c) Foreign Transactions made in a currency other than Australian dollars:**

Mastercard International (Mastercard) processes Cash Advances, purchases, any other charges incurred and refunds made in foreign currencies,

and converts these transactions into Australian dollars. Transactions that are made in foreign currencies other than United States dollars are converted into United States dollars before being converted into Australian dollars. The exchange rate used for the conversion is either a government mandated exchange rate or a wholesale exchange rate, selected by Mastercard for the applicable currency on the day the transaction is processed. That rate may differ from the rate applicable to the date the transaction occurred, or the date when the transaction is posted to the Card Account.

A Foreign Transaction Fee charged to you in accordance with clause 13.0 of the Facility Terms and Conditions for purchases and Cash Advances/withdrawals is shown separately on your statement from the converted Australian dollar amount of the transaction.

**(d) Foreign Transactions in Australian dollars:**

Foreign Transactions may be conducted in Australian dollars, or converted into Australian dollars by the Merchant or financial institution processing the payment. In each case, Westpac will charge a Foreign Transaction Fee on the Australian dollar amount of the Foreign Transaction.

A Foreign Transaction Fee charged to you in accordance with clause 13.0 of the Facility Terms and Conditions for Foreign Transactions is incorporated into the Australian dollar amount of the transaction shown on your statement.

**Note:** Westpac has no control over the exchange rate used by a Merchant or financial institution to convert a foreign currency amount into Australian dollars. Also note, exchange rates quoted by Westpac in Australia are not used to convert foreign currency transactions to the Australian dollar equivalent.

**(e) Refunds and chargebacks of Foreign Transactions:**

Any refund or chargeback relating to a Foreign Transaction made in a foreign currency will be converted to Australian dollars by Visa International or Mastercard in accordance with clauses 4.7(a) and 4.7(c) 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.

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

- (a) When you make a transaction at any Electronic Banking Terminal, you authorise us to act on the instructions you enter into the terminal.
- (b) We reserve the right to limit or change the amount which may be withdrawn from an Account by use of the Card.
- (c) A maximum daily transaction limit applies to your Card for:
  - cash withdrawals through ATMs debited to any Account; and
  - cash deposits made at an ATM, CDM or Bank@Post.
- (d) Processing and cut-off times will vary depending on the time of day the cash deposit is made.
- (e) If you make a cash withdrawal at an automatic teller machine and you also make a transaction at an EFTPOS terminal on your Cheque Account and/or Savings Account on the same day, the total of these transactions cannot exceed the maximum daily transaction limit.
- (f) Subject to clause 4.1 (a), the maximum daily transaction limit does not apply at Westpac branch terminals.
- (g) Some Merchants may allow you to withdraw cash from a Cheque Account or Savings Account linked to your Card at EFTPOS terminals subject to certain conditions. We accept no responsibility for any such conditions imposed by the Merchant.
- (h) You will be advised of the maximum daily transaction limit when issued with a Card, and you will be subsequently advised of any changes to the limit.
- (i) You should ensure that the transaction amount is correct before you sign any vouchers or transaction records given to you by Merchants or financial institutions, or use your Card at a

Contactless Terminal and before you enter your PIN at Electronic Banking Terminals. By signing a voucher or transaction record or entering your PIN or otherwise using your Card at an Electronic Banking Terminal, you indicate your agreement that the transaction amount is correct.

- (j) Some Electronic Banking Terminals do not have an account selection facility. Where that is the case, any transaction will be processed to the Card Account.
- (k) In the event that an EFTPOS or other point of sale terminal malfunctions or is otherwise unavailable for use, the Merchant may provide alternative manual procedures to enable a transaction to be made. You will then be required to present your Card and sign a transaction voucher. A voucher signed by you authorises us to process the transaction to the Card Account.
- (l) Transaction limits (as notified to you) apply to the use of a Card to make a Contactless Transaction at a Contactless Terminal.

#### **4.9 Deposits via ATM, CDM and Bank@Post™.**

If you make a deposit at a select Westpac Group or Westpac Group partner ATM or CDM\* the amount of your deposit is subject to verification by us. The amount validated by the ATM/CDM then agreed by the depositor is the amount that will be credited to your account. Processing and cut off times will vary depending on the time of day the cash deposit is made.

Within any 24-hour period, a deposit limit may apply to deposits at an ATM, CDM or Bank@Post. Such cash deposit limits may change from time to time at our discretion. For ATM deposit limits, processing and cut off times visit [westpac.com.au/ouratms](https://westpac.com.au/ouratms) or visit your local branch.

\*The available locations can be found on our website at the ATM locator [westpac.com.au/locateus](https://westpac.com.au/locateus)

#### **4.10 Transaction records.**

You must keep all vouchers and transaction records given to you by Merchants, financial institutions and Electronic Banking Terminals to help you and/or the Account Holder check transaction details on the Account.

## **4.11 Anti-Money Laundering and Counter-Terrorism Financing Obligation.**

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 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 the Corporate and Purchasing Card facility;
- 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 activities for which the Corporate and Purchasing Card facility is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

## **5.0 Your Responsibilities and Liabilities.**

### **5.1 What to do.**

- (a) Because anyone who has your Card can make transactions on an Account, you must take special care to protect them.
- (b) To protect the Card you should:
  - sign it as soon as you receive it;

- carry it with you whenever you can;
  - regularly check that you still have the Card; and
  - do not give the Card to anybody else, including friends and family.
- (c) To protect your PIN you should:
- memorise it;
  - destroy our letter telling you the PIN (where applicable);
  - not write it on the Card even if the PIN is disguised;
  - not keep a record of it with or near the Card;
  - not tell anyone your PIN, including family, friends, our staff and the Principal's staff. Under no circumstances should our staff or the Principal's staff ever ask you to tell them your PIN. If you are asked to disclose your PIN by other persons with similar authority, you should not divulge your PIN;
  - if you select your own PIN, you should not select a number or word that can easily be associated with you, such as your date of birth, a recognisable part of your name, telephone number, etc. as these self selected PINs may be found on other documents also kept with your Card. In the event of loss or theft of your Card, a thief may be able to obtain your PIN from these documents (for example, your date of birth appears on your driver's licence) and access the Account;
  - make sure no one watches you enter your PIN at terminals;
  - be ready to make a transaction when you approach an Electronic Banking Terminal;
  - make sure that you do not leave anything behind when you finish a transaction.
- (d) For security reasons you may want to consider changing your PIN at regular intervals.

## **5.2 What not to do.**

If you make a record of your PIN you must keep it separate and well away from the Card unless the PIN is reasonably disguised.

However, to minimise the risk of unauthorised transactions occurring on the Account, it is best to keep your PIN record, even if disguised, separate and well apart from

the Card. For example, you must not keep the Card and undisguised PIN:

- in a wallet, bag or briefcase, even if in different compartments;
- in your car, even if in different areas of your car;
- in your office or at home in the same room;
- in any other situation where the Card and PIN can be found and used. If you make a record of your PIN you must ensure the record is reasonably disguised.

The Bank does not consider that you have made a reasonable attempt to disguise the PIN if you only:

- record the PIN in reverse order;
- record the PIN 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;
- 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.

### **5.3 Liability for unauthorised transactions on the Facility Account.**

This clause 5.3 outlines the Account Holder's liability for losses resulting from unauthorised transactions on the Facility Account made using the Card and PIN. Please read the next clause (5.4) to understand the Account Holder's liability in the event of unauthorised use of the Card where there is no use of a PIN involved.

#### **5.3.1 When the Account Holder is not liable.**

- (a) The Account Holder will not be responsible for unauthorised transactions on the Facility Account where it is clear that neither you nor the Account Holder have caused or contributed to the loss.
- (b) The Account Holder will not be responsible for unauthorised transactions that:
  - are caused by the fraudulent or negligent conduct of our staff or agents or companies involved in networking arrangements of Merchants who are linked to the EFT system or of their agents or employees;

- for transactions requiring the use of a card or a card and PIN, happen before you receive the 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 your card is first issued;
  - happen after you or the Account Holder have notified us that the Card has been misused, lost or stolen or that the PIN security has been breached;
  - are made with Cards that are forged, faulty, expired, or cancelled; or
  - are caused by the same transaction being incorrectly debited more than once to the Account.
- (c) This clause 5.3 does not apply to limit the Account Holder's liability for unauthorised transactions which are made with the Card and PIN by, or with the consent of, the Cardholder.

### **5.3.2 When the Account Holder will be liable.**

- (a) The Account Holder will be responsible for actual losses for unauthorised transactions on the Facility Account caused if you:
- (i) unreasonably delay notification of:
    - the misuse, loss or theft of the Card, or
    - your PIN becoming known to someone else;
  - (ii) voluntarily disclose your PIN;
  - (iii) keep a record of your PIN:
    - without making a reasonable attempt to disguise it, and
    - in a way that it could be lost or stolen with the Card;
  - (iv) write your PIN or a disguised record of your PIN on the Card;
  - (v) select a number or word that can be easily associated with you (for example, date of birth, a recognisable part of your name, telephone number, driver's licence number, etc).
- (b) However, the Account Holder will not be responsible to pay for:
- that portion of the loss incurred on any one day which exceeds the maximum daily transaction limit applicable to the Card; or

- that portion of the loss incurred which exceeds the balance of the Facility Account, including any pre-arranged credit.

### **5.3.3 If it is unclear whether or not a Cardholder has contributed to any loss.**

- (a) The Account Holder will only be responsible for unauthorised transactions on the Facility Account to a limited extent where it is unclear whether or not a Cardholder has caused or contributed to the loss.
- (b) The Account Holder's responsibility in this case will be the lesser of:
  - \$50;
  - the balance of the Facility Account (including any pre-arranged credit); or
  - the actual loss at the time you notify us of the misuse, loss or theft of your Card, and PIN.

### **5.4 Liability for unauthorised use, loss or theft of the Card where there is no use of a PIN.**

- (a) This clause 5.4 outlines the Account Holder's liability regarding the unauthorised use, loss or theft of the Card where there is no use of a PIN involved.
- (b) Until we receive notice that the Card is lost or stolen or of any unauthorised transactions, the Account Holder may be liable for unauthorised transactions made to the Facility Account including mail or telephone orders or any other transactions which did not involve use of the Card and PIN through an Electronic Banking Terminal. In these cases, the Account Holder's liability will not exceed \$50. The Account Holder will not be liable for any unauthorised transactions made after we receive notice from the Account Holder or you.
- (c) If you or the Account Holder have unreasonably delayed notifying us of the loss or theft of the Card or of any unauthorised transactions, the Account Holder may be liable for the loss incurred before notification is received by us.
- (d) This clause 5.4 does not apply to limit the Account Holder's liability for unauthorised transactions which are made with the Card by, or with the consent of, the Cardholder.

## 6.0 Our Responsibilities and Liabilities.

### 6.1 Card access.

- (a) We will maintain access to the Account at all times unless:
- an Electronic Banking Terminal malfunctions or is unavailable for use;
  - a Merchant refuses to accept the Card;
  - the Account is considered out of order by us. In any of these circumstances, access to the Account may be denied or withdrawn without prior notice to you.
- (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.

### 6.2 Card cancellation.

- (a) We reserve the right to cancel any Card at any time. We may do so without prior notice if we believe that continued use of a Card may cause a loss to either the Account Holder or us. We will cancel a Card if the Principal asks us to.

Once you are notified of the cancellation, you must not use the Card. You must securely destroy or return the Card. You must also ensure you cancel or update all direct debit or recurring payment arrangements that are in place using the Card to reflect that the Card is no longer in use.

The Account Holder will remain liable for transactions made by a Cardholder prior to or after cancellation of the Card. You may be liable to the Account Holder for any use of a Card after you have received notice of its cancellation. In addition, a cancellation may not be effective until the Card has been returned to us.

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

We will be responsible to the Account Holder for any loss which occurs because an Electronic Banking Terminal accepts your instructions but fails to carry out the transaction requested.



If you are aware that an Electronic Banking Terminal is not operating properly, we will only be responsible for correcting the Account and refunding any fees or charges.

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

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

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

(a) **What to do.**

You must immediately notify us and the Principal if your Card or PIN record (where applicable) is lost or stolen, or you suspect that unauthorised transactions have been made on an Account. We will give you a notification number or some other form of acknowledgment which you should retain as evidence of the date and time of your report. Where your report is made by telephone, we may require you 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 brochure.

You may call in at one of our branches in Australia, but we prefer that you telephone us immediately so that we can put a stop on your Card straight away. If your Card is Mastercard or Visa branded and it is lost or stolen overseas, you may report the loss to:





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

If you can't contact us by phone because our telephone numbers are not available, you will not be responsible for unauthorised use of your Card which could have been prevented if you were able to contact us by phone.



You must, however, tell us of the loss or theft of your Card within a reasonable time from the reestablishment of our telephone reporting facilities.

## 7.2 Investigating and resolving problems.

- (a) If 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 National Customer Relations Unit. You can also contact our National Customer Relations Unit:

 1300 130 206  
 Go to our website, [westpac.com.au](http://westpac.com.au) and click on 'Contact us'.  
 (02) 9220 4177  
 NCRU  
GPO Box 5265  
Sydney NSW 2001

- (b) If you feel we did not act fairly in the way we handled your complaint or in the way we resolved your complaint, you can ask the Customer Advocate to review the matter for you. The Customer Advocate's role is to act as independently as possible to make sure that Westpac has treated you fairly. You can contact our Customer Advocate on:

 1300 301 977  
 Customer Advocate  
GPO Box 5265  
Sydney NSW 2001

- (c) If you are not satisfied with our response, you may be able to lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA's contact details are:

 [www.afca.org.au](http://www.afca.org.au)  
 [info@afca.org.au](mailto:info@afca.org.au)  
 1800 931 678 (free call)  
 Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001

## 8.0 Other.

### 8.1 Change of name or address.

You agree to promptly notify the Principal of any change to your name and address. The Principal agrees to notify us of any such changes.

### 8.2 Governing law.

These Conditions of Use are governed by the laws of New South Wales.

## 9.0 Privacy Obligations.

This clause applies if personal information (including of any staff or authorised users of the Service) is provided to Westpac by or on behalf of the Client or collected directly by Westpac in relation to any Service (Services PI).

With respect to Services PI, in addition to complying with its own obligations under the Privacy Act, the Client must:

- (a) take reasonable steps to notify (or, if requested, assist Westpac to notify) each individual whose personal information may be collected by or provided to Westpac that Westpac will collect, use and disclose Services PI in accordance with the Westpac Privacy Statement, which can be found at [westpac.com.au/privacy/privacy-statement](http://westpac.com.au/privacy/privacy-statement) or obtained by contacting your Relationship Manager or Westpac representative;
- (b) with respect to any incident or data breach involving Services PI:
  - (i) immediately notify Westpac in writing to your Relationship Manager; or
  - (ii) provide such assistance as Westpac may reasonably request, or comply with any reasonable direction Westpac may give, regarding notification or resolution of any incident or data breach (however arising).

To the extent that it applies, the Client must comply with the *Privacy Act 1988* (Cth) in relation to any personal information it provides to Westpac in connection with this Agreement, and if the Client engages in activities in a jurisdiction other than Australia, it must comply also with the applicable privacy laws in that jurisdiction.

## **10.0 Privacy Statement (for individuals whose personal information may be collected – in this clause referred to as “you”).**

All personal information and credit-related information (if applicable) we collect about you is collected, used and disclosed by us in accordance with our Privacy Statement which is available at [westpac.com.au/privacy/privacy-statement](https://westpac.com.au/privacy/privacy-statement) or by calling us through your relationship manager or Westpac representative. You do not have to provide us with any personal information or credit information (if applicable) but, if you don't, we may not be able to process an application or a request for a product or service.

Where individuals engage with us in relation to products and services for our business, corporate or institutional customers (for example, as representative, administrator, director, corporate officer, signatory, beneficiary or shareholder of one of our customers) our Privacy Statement will be relevant to those individuals where we collect and handle their personal information. For example, where we collect their personal information to verify their identity or collect their signature as a signatory on a corporate account.

## **11.0 External service providers.**

We may subcontract any of our rights and obligations under these terms and conditions to another person in Australia or overseas, although we will remain responsible for the performance of those obligations.

We may disclose or share any information you provide to us with any such person. With respect to any personal information, details of the countries where the overseas recipients are likely to be located is contained in the Westpac Privacy Statement which is available at [westpac.com.au/privacy/privacy-statement](https://westpac.com.au/privacy/privacy-statement) (as updated from time to time).

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*Westpac acknowledges the traditional owners as the custodians of this land, recognising their connection to land, waters and community. We pay our respect to Australia's First Peoples, and to their Elders, past and present.*

**Things you should know:** The information in this brochure is current from 9 November 2023. Mastercard is a registered trademark of Mastercard International Incorporated. Visa is a registered trademark of Visa Worldwide Pte Limited.  
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