

# Money Market Deposits. Terms & Conditions.

March 2016



### About this document

This document contains terms and conditions for the following Bendigo Bank products:

- Money Market Term Deposit
- 11am Call Deposit Account
- Negotiable Certificate of Deposit
- Notice Account

Effective date: March 2016

Issuer of the Products: Bendigo and Adelaide Bank Limited (“Bendigo Bank”) ABN 11 068 049 178 Australian Financial Services Licence (AFSL) 237879 Registered Office: Bendigo Centre, Bendigo, Victoria 3550.

The Money Market Deposits Terms and Conditions (Terms) contains important information you should consider before making a decision to acquire, or continue to hold, a Bendigo Bank Money Market Deposits product. Please read them carefully. We recommend you compare products available in the marketplace and select a product that best suits your individual needs. Please contact us if you require further information or if you have any questions.

Statements made in the Terms do not constitute investment advice. We recommend you seek independent financial advice.

To the extent that general advice about financial products is provided in the Terms, you should note that:

- the advice has been prepared without taking into account your objectives, financial situation or needs;
- because of this you should, before acting on the advice, consider the appropriateness of the advice, having regard to your objectives, financial situation and needs; and
- you should read the Terms and consider the risk factors and other information contained in the Terms before deciding whether to acquire one of our Money Market Deposit products

### Index

<b>Section 1: Money Market Term Deposits</b>	<b>3</b>
1.1 Key Features	3
1.2 Risks	4
1.3 Notice of Variations	4
1.4 Closing a money market term deposit prior to maturity and early withdrawals	4
1.5 Maturing money market term deposits	4
<b>Section 2: 11am Call Deposits</b>	<b>5</b>
2.1 Key Features	5
2.2 Risks	6
2.3 Notice of Variations	6
2.4 Interest rates that may apply	6
2.5 Closing an 11am call deposit account	6
2.6 Inactive 11am call deposit account	6
2.7 11am call deposit account statements	6
<b>Section 3: Negotiable Certificates of Deposit</b>	<b>7</b>
3.1 Key Features	7
3.2 How an NCD works	7
3.3 Risks	7
3.4 Notice of variations	8
3.5 Redeeming an NCD prior to maturity	8
3.6 Maturing NCDS	8
<b>Section 4: Notice Accounts</b>	<b>9</b>
4.1 Key Features	9
4.2 Risks	10
4.3 Notice of variations	10
4.4 Interest rates that may apply	10
4.5 Closing a notice account	10
4.6 Inactive notice accounts	10
4.7 Notice account statements	10
<b>Section 5: General Terms and Conditions</b>	<b>11</b>
5.1 Contacting us	11
5.2 Your privacy and confidentiality	11
5.3 Fees and charges	11
5.4 Communicating with you	11

5.5	Changes to terms and conditions and ongoing disclosure	12
5.6	Other important terms	12
5.7	Anti-money laundering	13
5.8	If you have complaint	13
5.9	Acquiring a money market deposit product	14
5.10	Providing us with instructions	15
5.11	Cut-off times	16
5.12	Changing details	16
5.13	Confirmations	16
5.14	Closing a facility	16
5.15	Commission	16
5.16	Telephone recording	16

## Definitions and Interpretations

In the Terms and Conditions, unless the context otherwise requires:

**‘ADI’** means an authorised deposit-taking institution. An ADI is a bank, building society or credit union supervised by the Australian Prudential Regulation Authority (**APRA**);

**‘authorised agent’** means a broker you have authorised to give us instructions in relation to a Money Market Deposit;

**‘authorised operator’** means an employee or other officer representing an authorised agent permitted by you to provide instructions on your behalf;

**‘authorised representative’** means a person (i.e. an employee) you have authorised to give instructions and act in relation to a Money Market Deposit product, in the same way you can;

**‘business day’** means a day other than a Saturday, Sunday or public, special or bank holiday in Melbourne, Victoria;

**‘earnings’** means the difference between the purchase price of an NCD and the face value of the NCD on redemption on the maturity date, or the difference between the purchase price of an NCD and the repurchase price for that NCD should the NCD be repurchased prior to the maturity date, as the case may be;

**‘EFT’** means Electronic Funds Transfer;

**‘face value’** means the amount payable to the holder of an NCD on the maturity date;

**‘maturity date’** means in the case of a Money Market Term Deposit the date on which the term of the Money Market Term Deposit expires, or in the case of an NCD the date on which the NCD matures, as the case may be;

**‘Money Market Deposit product’** means any of a Bendigo Bank Money Market Term Deposit, 11am Call Deposit Account, Negotiable Certificate of Deposit or Notice Account;

**‘Negotiable Certificate of Deposit’** or **‘NCD’** means a financial instrument issued by us that evidences our obligation to pay the face value on the maturity date;

**‘purchase price’** means the amount you deposit when acquiring an NCD;

**‘repurchase’** means the situation where you wish to

## Money Market Deposits

redeem your NCD prior to the maturity date and you request us to repurchase your NCD and we agree to such request;

**'repurchase price'** means the amount we pay to you upon repurchase of an NCD;

**'RTGS'** means Real Time Gross Settlement;

**'settlement date'** means the date on which a Money Market Deposit product is issued to you;

**'term'** means the period between the settlement date and the maturity date;

**'we'** means Bendigo Bank and its successors and assigns and 'our' and 'us' have a corresponding meaning;

**'you'** means the person or persons in whose name a facility is to be opened or, in the case of an NCD, to whom the NCD is to be issued, as evidenced by the Customer Information Form for the product, and 'your' has a corresponding meaning; and

A reference to:

- (a) the singular includes the plural and vice versa;
- (b) a document includes any replacement or variation of it;
- (c) a thing includes the whole and each part of it; and
- (d) a law means common law, equity or statutory laws (which, in the case of statutory laws, include any instruments made under them and amendments to and replacements of them).

## Section 1: Money Market Term Deposits

The information, terms and conditions in this section apply to a Money Market Term Deposit.

A Money Market Term Deposit is a facility in which you deposit an agreed sum of money for a fixed term to receive a fixed return.

### 1.1 Key Features

**Term** 30 days to 5 years, or such other period as we may agree.

**Minimum balance** A minimum balance of \$500,000 is required to open and maintain a facility.

**Interest** A fixed interest rate applies for the term of the deposit. For details about current interest rates, contact the Financial Markets Department on 1800 633 511.

**Interest calculated and paid** Interest is calculated daily on the closing balance of the facility, based on a 365 day year, and is paid:

- Terms up to 12 months – at maturity.
- Terms equal to or greater than 12 months – quarterly, semi-annually, annually, at maturity or at such other interval as we may agree.

**Interest payments** Interest payments can be made via one of the following methods:

- Credited to your account held with us, or an account held with another ADI, in your name;
- Austraclear; or
- Added to your maturing principal and reinvested for a further period.

**Where permitted, deposits accepted via**

- Austraclear;
- RTGS; or
- EFT.

**Note:** Cheques and cash cannot be accepted.

**Where permitted, withdrawals may be made via**

- Austraclear; or
- Credited to another facility or account held with us, or an account held with another ADI, in your name.

**Statements** Statements are not issued. It is therefore important that you retain all confirmations.

**1.2 Risks**

Fixed interest rates apply to a Money Market Term Deposit facility. This means that the interest rate for the term is fixed at the start of the term. Should market interest rates change during the term, the interest rate on your Money Market Term Deposit will not change.

If you do not provide us with instructions as to how we are to apply the proceeds of your facility at the maturity date, your funds will be invested in an 11am Call Deposit Account at a variable interest rate determined by us.

Subject to 1.4, if you request, and we agree, that an early withdrawal be permitted from your Money Market Term Deposit, then we may reduce the interest paid or payable by such amount as we determine. If we do this, this will mean that your interest is less than you had anticipated.

It is important that you consider these risks before making a decision to apply for a Money Market Term Deposit as they may affect your decision.

**1.3 Notice of Variations**

We will notify you of variations to the terms and conditions that apply to your Money Market Term Deposit facility as follows:

Type of variation	Minimum notice	Method of notice
Adding, deleting or varying terms and conditions that affect your facility other than as specified elsewhere in this table	Before the variation(s) takes effect	In writing, press advertisement or publication on our website
Introducing or varying government fees and charges (if not publicised by the government in which case we will notify you separately) that affect your facility	Before the variation(s) takes effect	In writing, press advertisement or publication on our website

**1.4 Closing a money market term deposit prior to maturity and early withdrawals**

1.4.1 Agreement required

If you wish to withdraw all, or part of, your Money Market Term Deposit prior to its maturity date, you will need to provide us with at least 31 days’ advance notice (unless hardship applies as we define). The notice period starts on the day you request early withdrawal of your funds. A minimum withdrawal amount of \$500,000 will apply. If your Money Market Term Deposit has less than 31 days to maturity you will only be entitled to withdraw funds on the maturity date, unless hardship applies as we define.

1.4.2 Interest reduction for early withdrawal

If we agree to an early withdrawal, we are entitled to reduce the interest that is paid or payable on your facility by such amount as we determine in our absolute discretion.

You should contact the Financial Markets Department on 1800 633 511 for information about any interest reduction that may apply if you want to close your Money Market Term Deposit prior to its maturity date or effect an early withdrawal.

**1.5 Maturing money market term deposits**

Your Money Market Term Deposit facility terminates on the maturity date. Prior to the maturity date you may instruct us that at maturity date you want to:

- roll the balance of your Money Market Term Deposit facility over into a new Money Market Term Deposit facility for the same, or a different term, at the interest rate we are prepared to offer on the maturity date; or
- add funds to your Money Market Term Deposit facility and roll the increased balance of the Money Market Term Deposit facility over into a new Money Market Term Deposit facility for the same, or a different term, at the interest rate we are prepared to offer at that time; or
- withdraw part of the balance of your Money Market Term Deposit facility in accordance with one of the methods of withdrawal identified in section 1.1 and, subject to

minimum balance requirements, roll the remaining balance into a new Money Market Term Deposit facility for the same, or a different term, at the interest rate we are prepared to offer at that time; or

- withdraw all of the balance of your Money Market Term Deposit facility in accordance with one of the methods of withdrawal identified in section 1.1.

If you instruct us that you wish to withdraw funds from your Money Market Term Deposit facility, that request will be processed on the maturity date, thus reducing the balance of your Money Market Term Deposit facility. Funds will be disbursed in accordance with your instructions on the maturity date.

In the absence of acceptable instructions as to how we are to apply the proceeds of your facility at the maturity date, an 11am Call Deposit Account will be established in your name at a rate determined by us. Please read the relevant sections of the Terms for information about that facility.

## Section 2 – 11am Call Deposit Account

The information, terms and conditions in this section apply to an 11am Call Deposit Account.

An 11am Call Deposit Account is a facility in which you may deposit or withdraw money from time to time. We must be notified of any withdrawals by 11am Melbourne time on the date of withdrawal or at a later time if we agree to this, which must be a business day. A variable rate of interest applies.

### 2.1 Key Features

**Term** No minimum or maximum term.

**Minimum Balance** A minimum balance of \$500,000 is required to open and maintain a facility.

**Minimum Transaction** \$50,000.

**Interest** A variable rate of interest applies. The variable rate comprises of a base interest rate and a margin. The base interest rate is aligned to the RBA's Official Cash Rate target (subject to variation) and the margin is set over the base interest rate. We may vary the margin from time to time. For details about current interest rates, contact the Financial Markets Department on 1800 633 511.

**Interest calculated and paid** Interest is calculated daily on the closing balance of the facility, based on a 365 day year, and is paid monthly on the first business day of each month.

**Interest payments** Interest payments can be made via one of the following methods:

- Capitalised to the 11am Call Deposit Account;
- Credited to your account held with us, or an account held with another ADI, in your name; or
- Austraclear.

#### Deposits accepted via

- Austraclear;
- RTGS; or
- EFT.

**Note:** Cheques and cash cannot be accepted.

## Money Market Deposits

### Withdrawals may be made via

- Austraclear; or
- Credited to another facility or account held with us, or an account held with another ADI, in your name.

**Statements** Statements are issued monthly.

### 2.2 Risks

A variable interest rate applies to your facility. We can vary the interest rate on a daily basis.

It is important that you consider this risk before applying for an 11am Call Deposit Account as it may affect your decision.

### 2.3 Notice of Variations

We will notify you of changes to terms and conditions and the margin applicable to your 11am Call Deposit Account as follows:

Type of variation	Minimum notice	Method of notice
Adding, deleting or varying terms and conditions that affect your facility other than as specified elsewhere in this table	Before the variation(s) take effect	In writing, press advertisement or publication on our website
Introducing or varying government charges (if not publicised by the government in which case we will notify you separately) that affect your facility	Before the variation(s) take effect	In writing, press advertisement or publication on our website
Varying the method by which interest is calculated or the frequency which it is credited that affects your facility	30 days before the variation(s) takes effect	In writing, press advertisement or publication on our website
Varying a margin that affects your facility	Before or as soon as reasonably possible after the variation(s) takes effect	In writing

### 2.4 Interest rates that may apply

The interest rate is variable. We confirm the initial rate to you upon facility opening. We reserve the right to vary this rate. Your monthly facility statement will display the applicable rate at the beginning and ending balance of your facility.

You may ascertain the current interest rate for your facility by contacting the Financial Markets Department on 1800 633 511, or via email at [moneymarket@bendigoadelaide.com.au](mailto:moneymarket@bendigoadelaide.com.au).

### 2.5 Closing an 11am call deposit account

You can close your 11am Call Deposit Account at any time, subject to our cut-off times.

### 2.6 Inactive 11am call deposit account

We may be required to transfer your money to the Commonwealth Government (as unclaimed money) if your 11am Call Deposit Account is not operated for seven years and has a balance of \$500 or more.

### 2.7 11am call deposit account statements

Facility statements for a month are issued on or near the first business day of the following calendar month. This provides a record of all transactions made on the facility for the statement period. You should check your facility statement and immediately report any discrepancy by calling the Financial Markets Department on 1800 633 511, by writing to us, or via email at [moneymarket@bendigoadelaide.com.au](mailto:moneymarket@bendigoadelaide.com.au).

## Section 3 – Negotiable Certificates of Deposit

The information, terms and conditions in this section apply to Negotiable Certificates of Deposit (NCD).

An NCD is an instrument that we issue when you deposit funds with us (purchase price) evidencing our obligation to pay the face value to the person who holds the NCD (owner or holder) on the final day of an agreed term (maturity date). NCDs are issued at a discount to face value, which means the purchase price is less than the face value. The face value of the NCD is paid to you (being the owner or the holder) at maturity. The difference between the purchase price and the face value represents the earnings on your investment.

### 3.1 Key Features

**Term** From 30 days to 1 year, or such other period as we may agree.

**Minimum Face Value** A minimum face value of \$1,000,000 applies.

**Earnings** The face value of the NCD will be paid to the holder of the NCD on the maturity date.

When dealing with you we may express the difference between the purchase price and the face value in terms of a nominal per annum rate of interest, however interest is not paid on NCDs.

For details about current interest rates, contact the Financial Markets Department on 1800 633 511.

#### Face value or early redemption amount (if agreed) be paid via

- Austraclear; or
- Credited to a facility or account held with us, or to an account held with another ADI, in your name.

#### Purchase price may be paid to us via

- Austraclear;
- RTGS; or
- EFT.

**Note:** Cheques and cash cannot be accepted.

**Statements** Statements are not issued. It is therefore important that you retain all confirmations.

### 3.2 How an NCD Works

On the deal date, you agree with us the face value of your NCD, together with the nominal interest rate.

A formula is then applied by us to calculate the purchase price of your NCD. The purchase price is payable by you on the settlement date.

The purchase price is calculated as follows:

$$\text{purchase price} = \frac{\text{face value}}{1 + \left( \frac{\text{interest rate \% per annum}}{365} \times \text{term in days} \right)}$$

After the deal date, we will send you a confirmation letter outlining the details of your NCD. You should retain a copy of this confirmation for taxation purposes.

**Example** You wish to purchase an NCD with a face value of \$5,000,000 for a term of 180 days. We quote you a nominal interest rate of 3.00% per annum, which you accept. Your purchase price is calculated as follows:

$$\frac{\$5,000,000}{1 + \left( 3.00\% \times \frac{180}{365} \right)} = \$4,927,105.83$$

On the settlement date, you pay the purchase price of \$4,927,105.83 and on the maturity date you will receive the face value of \$5,000,000. The earnings on your investment are the difference between the face value and the purchase price, which is \$72,894.17 in this example.

\* Example is for illustration purposes only and assume no early repurchase or sale of the NCD.

### 3.3 Risks

It is important you consider the following risks before making a decision to apply for an NCD, as they may affect your decision.

#### 3.3.1 Market risk

The rate of return and the term for NCDs is fixed. There is a risk that interest rates on alternative investments may rise during the term of the NCD. This means you forego a potentially better return by agreeing to the fixed return.



### 3.3.2 Repurchase or Sale

An NCD is a negotiable instrument and is therefore capable of being sold prior to the maturity date. We do not guarantee that we will repurchase an NCD prior to its maturity date. Further, there is no guarantee that you would find a third party willing to purchase your NCD during its term. Even if we agree to a repurchase, or you find a buyer, the price you would receive may not be acceptable to you.

In particular, a risk exists that upon early repurchase or a sale, the price payable to you may be less than you had anticipated, and possibly less than your purchase price.

### 3.4 Notice of variations

We will notify you of changes to terms and conditions applicable to your NCD as follows:

Type of variation	Minimum notice	Method of notice
Introducing or varying government charges (if not publicised by the government in which case we will notify you separately) that affect your facility	Before the variation(s) takes effect	In writing, press advertisement or publication on our website

These are the only type of variation we will make during the term of an NCD. New terms and conditions may apply if you wish to invest in a further NCD at the end of the term, and you will be notified of these at the relevant time.

### 3.5 Redeeming an NCD prior to maturity

To redeem an NCD prior to its maturity, we will have to repurchase the NCD from you. We are not obliged to agree to any request for a repurchase.

Repurchases can be of the whole NCD or partially of the NCD.

When you request a repurchase, we will calculate a repurchase price. The repurchase price is calculated using a repurchase rate, which is determined by us using the following factors:

- face value to be repurchased;
- market rates as determined by us on the repurchase date; and
- remaining term to maturity.

We calculate the repurchase price as follows:

$$\text{repurchase price} = \frac{\text{face value being repurchased}}{1 + \left( \frac{\text{repurchase rate \% per annum}}{365} \times \text{remaining term to maturity in days} \right)}$$

The repurchase price you receive on the repurchase date depends on the factors above and the repurchase price may be:

- equal to your purchase price;
- less than your purchase price; or
- more than your purchase price.

We will notify you verbally or in writing of the repurchase price as soon as possible after determining the repurchase price.

**Example\*** You purchased a 180-day NCD with a face value of \$5,000,000 at an interest rate of 3.00% per annum. The purchase price was \$4,927,105.83.

You request that we repurchase the NCD and we agree to your request. There are 90 days remaining until the maturity date of your NCD.

We determine a repurchase rate of 2.70% per annum.

The repurchase price is calculated as follows:

$$\frac{\$5,000,000}{1 + \left( \frac{2.70\% \text{ per annum}}{365} \times \frac{90}{365} \right)} = \$4,966,932.48$$

On the settlement date, you paid \$4,927,105.83 for the NCD. On the repurchase date, you receive \$4,966,932.48. Your earnings on the NCD for 90 days will be \$39,826.65.

\*Example is for illustration purposes only. The final purchase price will depend on the repurchase rate that we determine on the repurchase date. So, even if your NCD matches that in the example, the repurchase price may be different. Earnings could in fact be negative depending on interest rate movements.

### 3.6 Maturing NCDS

Your NCD terminates on the maturity date.

On the maturity date, we will pay you the face value of the NCD. The difference between the purchase price and face value is earnings on the investment.

You can provide us with maturity instructions prior to the maturity date of your investment.

You can choose to invest your maturing funds in another NCD for the same or a different term, or request the face value be paid into a nominated account in your name.

If on the maturity date we have not received acceptable maturity instructions, we may rollover the proceeds into an 11am Call Deposit Account at an interest rate determined by us. Please read the relevant sections of the Terms for details about that product.

## Section 4 - Notice Accounts

The information, terms and conditions in this section apply to all Notice Accounts.

A Notice Account is a facility in which you may deposit money from time to time. Withdrawals will be made 31 days (or a longer notice period agreed by us) after you provide notice, which must be a business day. A variable rate of interest applies.

### 4.1 Key Features

**Term** No minimum or maximum term.

**Minimum Balance** A minimum balance of \$500,000 is required to open and maintain a facility.

**Minimum Transaction** \$50,000.

**Notice Period** 31 days or a longer period agreed by us. After you give notice, we will issue a confirmation advising the amount and date the funds will be paid.

**Interest** A variable rate of interest applies.

The variable rate comprises of a base interest rate and a margin. The base interest rate is aligned to the RBA's Official Cash Rate target (subject to variation) and the margin is set over the base interest rate. We may vary the margin from time to time.

For details about current interest rates, contact the Financial Markets Department on 1800 633 311.

**Interest calculated and paid** Interest is calculated daily on the closing balance of the facility, based on a 365 day year, and is paid monthly on the first business day of each month.

**Interest payments** Interest payments can be made via one of the following methods:

- Capitalised to the Notice Account;
- Credited to your account held with us, or an account held with another ADI, in your name; or
- Austraclear.

**Deposits accepted via**

- Austraclear;
- RTGS; or
- EFT.

**Note:** Cheques and cash cannot be accepted.

### Withdrawals may be made via

- Austraclear; or
- Credited to another facility or account held with us, or an account held with another ADI, in your name.

**Statements** Statements are issued monthly.

## 4.2 Risks

A variable interest rate applies to your facility. We can vary the interest rate on a daily basis.

Funds cannot be accessed before the Notice Period.

It is important that you consider these risks before applying for a Notice Account as it may affect your decision.

## 4.3 Notice of Variations

We will notify you of changes to terms and conditions and margins applicable to your Notice Account as follows:

Type of variation	Minimum notice	Method of notice
Adding, deleting or varying terms and conditions that affect your facility other than as specified elsewhere in this table	Before the variation(s) take effect	In writing, press advertisement or publication on our website
Introducing or varying government charges (if not publicised by the government in which case we will notify you separately) that affect your facility	Before the variation(s) take effect	In writing, press advertisement or publication on our website
Varying the method by which interest is calculated or the frequency which it is credited that affects your facility.	30 days before the variation(s) takes effect	In writing, press advertisement or publication on our website
Varying a margin that affects your facility	31 days (or a longer period agreed by us) before the variation takes effect	In writing

## 4.4 Interest rates that may apply

The interest rate is variable. We confirm the initial rate to you upon facility opening. We reserve the right to vary this rate. Your monthly facility statement will display the applicable rate at the beginning and ending balance of your facility.

You may ascertain the current interest rate for your facility by contacting the Financial Markets Department on 1800 633 511, or via email at [moneymarket@bendigoadelaide.com.au](mailto:moneymarket@bendigoadelaide.com.au).

## 4.5 Closing a notice account

You can close your Notice Account at any time, subject to our cut-off times and notice period.

## 4.6 Inactive notice accounts

We may be required to transfer your money to the Commonwealth Government (as unclaimed money) if your Notice Account is not operated for seven years and has a balance of \$500 or more.

## 4.7 Notice account statements

Facility statements for a month are issued on or near the first business day of the following calendar month. This provides a record of all transactions made on the facility for the statement period. You should check your facility statement and immediately report any discrepancy by calling the Financial Markets Department on 1800 633 511, by writing to us, or via email at [moneymarket@bendigoadelaide.com.au](mailto:moneymarket@bendigoadelaide.com.au).

## Section 5 - General Terms and Conditions

### 5.1 Contacting us

If you require further information or have questions at any time, please contact us. Our contact details are:

**Name** Bendigo and Adelaide Bank Limited

**ABN** 11 068 049 178

**AFSL** 237 879

**Address** Bendigo Centre, Bendigo Vic 3550

**Mailing address** The Bendigo Centre, PO Box 480, Bendigo Vic 3552

**Financial Markets Department** 1800 633 511

**Facsimile** 03 5485 7661

**Money Market Email** [moneymarket@bendigoadelaide.com.au](mailto:moneymarket@bendigoadelaide.com.au)

**Website** [www.bendigobank.com.au](http://www.bendigobank.com.au)

### 5.2 Your privacy and confidentiality

The Bendigo and Adelaide Bank Group Privacy Policy contains important information about how we manage personal information, including the kinds of personal information we collect and hold, the purposes for which we collect, hold, use and disclose personal information, disclosure overseas, how to make a complaint, our contact details and how to access and correct personal information. You can obtain a copy of this policy by visiting the website.

### 5.3 Fees and charges

We may charge fees and charges in relation to Money Market Deposit products.

We may vary fees and charges, or introduce new fees or charges, and Government fees and charges may apply in the future. You agree to pay us all fees and charges that apply to your Money Market Deposit product at any time (including any new or varied fees and charges that apply), including those that arise as a result of the actions of an authorised agent or authorised operator. These fees are payable separately (i.e. they are not debited to your Money Market Deposit product).

A failure by us to charge a fee shall not constitute a waiver of that fee or of the right to charge that fee.

### 5.4 Communicating with you

This section deals with notices, certificates and other communications between you and us that apply to Money Market Deposit products. If a communication is given by you, then unless we agree otherwise, it must be signed by you, or where you are not an individual, by an authorised representative. Notices for us should be sent to our mailing address outlined in section 5.1.

We may give you a notice, certificate or other communication personally, by post, by facsimile, by email, by publication in a national or local newspaper, on our website or by any other means permitted by law. Notices or other documents are deemed to be received by you:

- where given personally, on the date of service;
- where posted, on the date it would have been delivered in the ordinary course of post;
- where sent by facsimile, email or other electronic means, on the date on which the machine from which it was sent produces a report indicating that the notice or other document has been sent; and
- in the case of notices published in a newspaper or on our website, on the date of the first publication.

Where there is more than one of you, or where you have appointed an authorised agent, in addition to the above, you appoint each other holder and authorised agent as your agent for receiving communications. Where you or an authorised agent receive communications by post, you and any authorised agent consent to receipt both in the case of you in your capacity as holder and as agent for other holders, and in the case of an authorised agent as agent for the holder(s), and agree to notify all holders of the content of any such communications.

- If we do this, all of you are deemed to have received the notice, statement, certificate or other communication on the date it would have been delivered to the person to whom it is sent in the ordinary course of post; and
- If we give a disclosure document (such as terms and conditions) to any one of you or to an authorised agent, it is deemed to have been given to all of you.

## **5.5 Changes to terms and conditions and ongoing disclosure**

We may vary the terms and conditions applicable to a Money Market Deposit product as set out in this document, but where the product was issued to you as a basic deposit product, we cannot vary the terms and conditions in a way that would not permit the product to remain as a basic deposit product. Basic deposit products are relatively simple deposit products for which separate rules may apply under the Corporations Act (2001). In addition, where we have agreed to a fixed rate of interest or face value, we cannot vary that rate or face value unless we agree to you withdrawing funds or redeeming an NCD prior to the end of the agreed term. We will notify you of variations to terms and conditions applicable to your Money Market Deposit product as set out in sections 1.3, 2.3, 3.4 and 4.3 (as the case may be).

After you acquire a Money Market Deposit product, we will notify you of any material changes to matters specified in, or of significant events affecting matters specified in, the Terms and to matters relevant to your Money Market Deposit product whilst you hold the Money Market Deposit product. Some specific matters are covered in sections 1.3, 2.3, 3.4 and 4.3. We will notify you of other such information prior to, or as soon as possible after, the change or event occurs (except where the material change or significant event is not adverse to your interests and accordingly you would not be expected to be concerned about any delay in receiving the information, in which case the notification will be given no later than twelve months after the change or event occurs).

You agree that we may notify you of variations to terms and conditions, including such other information as contemplated in sections 1.3, 2.3, 3.4 and 4.3, in writing, by press advertisement or publication on our website, or by any other means permitted by law. Where a notification is posted on our website, we will place a clear statement on our homepage that such a notice exists, with a link to the full notice.

Information in the Terms that is not materially adverse may have changed. In addition, and subject to our obligation to notify you of certain matters set out above, information contained in the Terms that is not materially adverse may change in the future. We may update such information by publication on our website. You can obtain updated information by contacting the

Financial Markets Department on 1800 633 311 or by accessing our website at [www.bendigobank.com.au](http://www.bendigobank.com.au). A paper copy of any updated information will be provided free of charge upon request.

## **5.6 Other important terms**

You authorise us to debit to a facility, or withdraw or transfer from a facility, all amounts that you or any authorised agent or authorised representative instruct or request us to debit, withdraw or transfer. You authorise us to take action in relation to an NCD as you, an authorised agent or authorised representative may instruct. Without limiting the generality of any such authority regarding a Money Market Deposit product, you agree that it extends to any separate or independent authorisation that you may give (for example if you have instructed us, or have agreed that some or all of the funds in a facility may be applied by us by way of set off against, or payment of, some other amount or amounts that you owe to us).

We may adjust debits and credits made to a facility to reflect your and our legal obligations. We credit funds on the day they are received by us. For the purpose of determining the closing daily balance, transactions that occur before the end of the calendar day Eastern Standard Time will be included in your closing balance that day for the purpose of interest calculations.

Any certificate we give you shall be evidence of the matters referred to therein unless subsequently proven to be incorrect.

We may exercise any power, right or remedy referred to in the Terms in any way that we deem fit, including by imposing any conditions that we require. Our failure to exercise a power, right or remedy does not prevent us from exercising it in the future. Our powers, rights or remedies cannot be waived unless we have agreed, in writing, to waive them.

Our rights and remedies as set out in the Terms are in addition to those that we otherwise have at law. Our rights and remedies may be exercised by us or by persons we authorise. We are not liable for any loss you or anyone else incurs as a result of the actual or contemplated exercise or failure to exercise a right or remedy we have.

We may assign our rights in relation to your Money Market Deposit product and associated terms and conditions as set out in this

document. This means that we can transfer them to another person. To assist us to do this, you agree that we may disclose any information we require to any person. You may not assign your rights unless we have agreed to the assignment in writing. An NCD is a negotiable instrument and may be sold prior to the maturity date (but see section 3.3 for some of the risks that are associated with the repurchase of an NCD).

The terms and conditions in this document are governed by the law of Victoria. You and we submit to the non-exclusive jurisdiction of the courts of Victoria.

If any law would make any terms or conditions applicable to a Money Market Deposit product void, voidable, illegal, invalid or unenforceable, or if any term or condition imposes an obligation or requirement prohibited by law, then such term or condition shall be read as if it is varied to the extent necessary to comply with that law or, if necessary, is omitted. Where allowed by law, and subject to the previous sentence, the terms and conditions prevail to the extent that they are inconsistent with any law.

We can combine the balances of two or more of your facilities (not being limited to Money Market Deposit product facilities), even if one or both of the facilities are held by you jointly with others. This may occur when one of your facilities is overdrawn or is in debit, and another is in credit. This means the credit balance in one facility can be used to repay us the debit balance in another facility. We will promptly notify you if we have combined any of your facilities. We need not notify you in advance. You should not treat your facilities as combined unless we have agreed to such an arrangement.

Denominations in relation to any Money Market Deposit product are in Australian dollars.

## 5.7 Anti-money laundering

You agree we may delay, block or refuse to process any transaction without incurring any liability if we suspect that:

- (a) making a payment may breach any law in Australia or any other country;
- (b) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.

You agree to provide all information to us which we believe we reasonably require to manage money-laundering or terrorism financing risk or to comply with any laws in Australia or another country. You agree that we may disclose information which you provide to us where required by any laws in Australia or any other country.

Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering into this agreement.

You declare and undertake to Bendigo Bank that the payment of monies by Bendigo Bank in accordance with the customer's instructions will not breach any laws in Australia or any other country.

## 5.8 If you have a complaint

We value your feedback, as it provides us with an opportunity to improve our products and services. If our products and services do not meet your expectations, we want to hear from you. We will ensure your concern is responded to as soon as possible.

You can notify us of a complaint by:

**Mail** Bendigo Bank, PO Box 480, Bendigo Vic 3552

**Phone** 1300 361 911

We aim to respond to complaints immediately. Upon the receipt of your complaint, if our staff cannot reach an appropriate resolution immediately, we will contact you and keep you informed of our progress and how long we expect resolution will take.

If you feel your complaint has not been properly handled or resolved, you may be able to refer it to the Financial Ombudsman Service.

The Ombudsman will generally be able to consider your complaint if:

- it is about a financial service provided by us or an affiliate;
- you are an individual or a small business; and
- the amount you are claiming is less than \$309,000.

If you are unsure whether the Ombudsman can deal with a complaint, contact the Ombudsman's office on 1300 780 808, or access the website at [www.fos.org.au](http://www.fos.org.au) and use the Jurisdiction Checker.

The Ombudsman's office can be contacted via:

**Mail** Financial Ombudsman Service, GPO Box 3, Melbourne VIC 3001

**Phone** 1300 780 808

**Facsimile** (03) 9613 6399

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

For more information about resolving complaints, contact our Customer Help Centre on 1300 361 911, or access our website at [www.bendigobank.com.au](http://www.bendigobank.com.au).

## 5.9 Acquiring a money market deposit product

To acquire a Money Market Deposit product, you are required to complete a Customer Information Form indicating the relevant Money Market Deposit product, and return it to us. You should not complete the Customer Information Form until you have had an opportunity to read and understand the Money Market Deposits Terms and Conditions.

If we agree to provide you with a Money Market Deposit product, a facility will be opened, or an NCD issued, in accordance with your instructions (as appearing on the Customer Information Form) upon receipt of your initial deposit.

Any maturity date in relation to a particular Money Market Deposit product must be a business day.

We are not obligated to provide you with a Money Market Deposit product, and may refuse this at our discretion.

### 5.9.1 Identification requirements

Federal Government legislation requires Bendigo Bank to verify the identity of all facility holders. All facility holders must satisfactorily meet Bendigo Bank's Customer Identification Process. Customer Identification Process is detailed on the Customer Information Form.

Bendigo Bank reserves the right to request documents in addition to those detailed in the Customer Information Form.

### 5.9.2 Joint facilities

If there is more than one of you, then unless we agree with all of you:

- (a) The authority of all of you is required for any withdrawal or transfer from a facility.
- (b) The authority of all of you is required to vary the manner of facility operation (for a facility), to remove or appoint an authorised agent or authorised representative, to close a facility or redeem an NCD, or to give us any other instruction regarding a Money Market Deposit product.
- (c) In other circumstances, the authority of any one of you is all that is required.

Please also note that if there is more than one of you:

- each of you is jointly and severally liable to us for all obligations incurred in relation to the Money Market Deposit product;
- you will be treated as holding the Money Market Deposit product jointly and we may accept for credit to the Money Market Deposit product any cheque, payment order or bill of exchange that is not payable to all of you. This means that each of you has the right to all of the balance of the facility or NCD, jointly with the other facility holders; and
- In the event of a dispute, we will place a hold on the funds in the facility and will require the authority of all of you to withdraw any funds from the facility.

### 5.9.3 Authorising someone to act on a product

You can appoint authorised agents (and authorised operators of agents) and authorised representatives in relation to a Money Market Deposit product by request (but you cannot appoint a joint facility holder after your request has been accepted).

You may only appoint one authorised agent at any time.

Authorised agents (and their authorised operators) and authorised representatives can give us instructions including, where relevant to the Money Market Deposit product, making withdrawals or transfers, arranging redemption or repurchase, giving us maturity instructions and performing other actions (including actions that may incur fees) and you agree to be bound by such actions.

It is your responsibility to make any authorised agent or authorised representative aware of the terms and conditions applicable to the particular Money Market Deposit product.

As the holder of a Money Market Deposit product, you should remember that you are giving someone the authority to act in relation to your Money Market Deposit product and you are liable for all transactions and for any fees or charges arising from an authorised agent's or authorised operator's conduct in relation to your Money Market Deposit product. You authorise us to provide your Money Market Deposit product, and personal and financial information to any authorised agent or authorised operator.

If you wish to alter the authorisations, you must notify us, in writing, as soon as possible.

#### **5.9.4 Facilities in the name of a Trust**

Trust facilities can be opened, or NCDs issued, to a trustee, on request, for example, where:

- one or more persons open a facility, or apply for an NCD, where they are named as trustee for another person(s);
- you are the Trustee under a deed or family arrangement.

If you acquire a Money Market Deposit product as trustee:

- we are not taken to be aware of the terms of the trust; and
- we do not have to verify that any instructions or transactions are authorised by the terms of the trust.

You indemnify us against any claim made upon us in relation to, or arising out of, the trust.

#### **5.9.5 Taxation implications and providing a Tax File Number (TFN) or Australian Business Number (ABN)**

The taxation implications of investing in a Money Market Deposit product depend on your individual circumstances. Income (interest and earnings) that you receive is assessable income for income tax purposes unless you are exempt from income tax. You should consult your taxation advisor for further information.

When acquiring a Money Market Deposit product, you have the option of providing us your TFN. You are not obliged to provide us with these details, however unless an exemption applies, if you do

not quote a TFN, we must deduct withholding tax from the income payable to you, calculated at the highest marginal tax rate, plus the Medicare Levy. The amount deducted is forwarded to the Australian Taxation Office.

We ensure that your TFN details are kept confidential in accordance with the Privacy Act 1988 (Cth).

You may provide your TFN either when you acquire a Money Market Deposit product, or at a later time. If you provide your TFN at a later time, or it has not been provided at all and withholding tax has already been deducted, you can claim this on your next tax return.

We can only refund a deduction that was made in error in the current tax year. Businesses may provide an ABN as an alternative to a TFN.

If you are acquiring a Money Market Deposit product in joint names, TFNs for each applicant are required if withholding tax is not to be deducted.

Where a formal trust has been established, you should provide the trust's TFN. If your Money Market Deposit product is said to be held in trust for someone else but no formal trust has been established, you should provide your own TFN or ABN.

You may have an exemption from quoting a TFN. Please advise us of this exemption upon investing with us.

If you are a non-Australian resident, you may not have an Australian TFN. You will be charged non-resident withholding tax unless you are exempt.

#### **5.10 Providing us with instructions**

We can accept instructions from you or any authorised representative by telephone, facsimile or in any other electronic form.

We can accept instructions from authorised agents by telephone. We can ask for proof of identity, and for an acceptable indemnity, before we act on instructions.

You acknowledge and agree that:

- for telex, facsimile or other electronic instructions, your instructions shall be sent to such number or address and for the attention of such individuals as we may require from time to time;



- facsimile instructions shall be sent on your letterhead and signed by you or an authorised representative. At our request you will confirm all instructions in writing;
- we are not obliged to act upon instructions and the acceptance of one or more instructions by us shall not oblige us to act on, or otherwise accept further instructions;
- We are not responsible for any loss, damage or liability that you may suffer or incur by reason of or in connection with:
  - Our acting on any instruction which purports to have been emailed or faxed from any authorised representative
  - Our refusing to act on any instruction which purports to have been emailed or faxed from any authorised representative
  - Any error contained in an email or fax
  - Any delay in transmission of the email or fax
  - Lack of receipt of any email or fax by us
  - You will not make any claim or demand on us for any loss, damage or liability you suffer or incur by reason of or in connection with any circumstances set out in clause above.

### 5.11 Cut-off times

Requests for withdrawals from a facility, where permitted, must generally be received by our Financial Markets Department by 2pm Melbourne time (or later time agreed by us) on any business day. Refer to section 5.1 for contact details.

### 5.12 Changing details

If you choose to revoke the authority of an authorised representative or authorised agent, appoint a new representative or authorised agent, or change your information supplied in the Customer Information Form for a Money Market Deposit product such as address or facility details to receive funds, such a change will only be acted upon by us upon receipt of written notice of that change.

You must notify us promptly of any change to your name or address. We are not responsible for any errors or losses associated with changes where we have not received prior notice.

### 5.13 Confirmations

We will send you written confirmations of transactions made to Money Market Deposit products. The written confirmation will be conclusive evidence of the transaction. You will receive such confirmations shortly after a transaction is made.

### 5.14 Closing a facility

If your Money Market Deposit product is not operated in accordance with the Money Market Deposit product terms and conditions or other operating instructions, it may, at our discretion, be closed as soon as we become aware of the breach. We will give you notice as soon as possible after closing the Money Market Deposit product. We may also close the Money Market Deposit product after giving you notice that is reasonable in all the relevant circumstances. In either case, we will repay the amount of any credit balance to you (including interest), after deducting amounts due to us such as fees.

### 5.15 Commission

Where your request for a Money Market Deposit product is forwarded to us by an authorised agent, then we may pay commission to the authorised agent. This commission is generally calculated as a percentage of the funds you deposit with us, calculated daily during the life of your deposit. The amount of the commission does not directly affect your interest or earnings as those amounts apply irrespective of the amount of commission we pay. Contact the authorised agent for details about this commission.

### 5.16 Telephone recording

For dispute resolution purposes, you consent to us recording telephone conversations between you and us.

## Contact us

<b>In person</b>	At your nearest Bendigo Bank branch
<b>On the phone</b>	Call <b>Financial Markets Dealing Desk 1800 633 511</b>
<b>Online</b>	At <a href="http://bendigobank.com.au">bendigobank.com.au</a>
<b>By mail</b>	The Bendigo Centre PO Box 480 Bendigo VIC 3552