

# TERMS AND CONDITIONS

## PART 1

### **TERMS AND CONDITIONS FOR ONLINE ACCOUNTS**

- **Bonus Saver Online Account;**
- **Term Investment Online Account;**
- **Term Investment (Monthly Income) Online Account**

**Dated: 1 September 2010**



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The Greater was established in 1945, and formed part of a group of mutual co-operatives, which commenced operations in 1923. The Greater remains a mutual, and holds the position of being one of the largest building societies in Australia.

**The Greater's mission is to be recognised as the most progressive, customer-focused financial institution in Australia.**

The Greater's corporate objectives are to:

- Assist as many people as possible to acquire a home of their own.
- Provide a level of service to our customers that is superior to that of our competitors.
- Provide people with finance at competitive rates.
- Continually offer a range of Deposit Account products that meets the needs of customers.
- Bring the services that the Greater offers to as many people as possible through an extensive Branch network.
- Make a positive contribution in the communities in which we operate by being an active corporate citizen.

The Greater has an extensive network of branches covering Newcastle and the Hunter Valley, North Coast, mid-North Coast, Central Coast, Sydney, South Coast, Bathurst/Orange, North West region and the Gold Coast.

This Terms and Conditions booklet is issued by:

**Greater Building Society Ltd**  
**ABN 88 087 651 956**  
**AFS Licence No: 237476**

## MUTUAL BANKING CODE OF PRACTICE COMPLIANCE

The Mutual Banking Code of Practice is the code of practice for Australian Credit Unions and Mutual Building Societies. Its purpose is to set standards of fair and responsible banking for Building Societies like Greater to follow when dealing with individuals and small business customers and their guarantors

We undertake to comply with this Code in our dealings with You. We will incorporate this Code by reference in our written Terms and Conditions for products and facilities to which the Code applies.



# IMPORTANT INFORMATION ABOUT THIS DOCUMENT

**Text in bold identifies and increases the transparency of terms that prescribe discretion to us to add, vary, limit or terminate the rights, obligations or liability of a party to this agreement.**

## **Greater Building Society Ltd**

This Terms and Conditions booklet is an important document. It provides you with information about our products set out below so you can decide whether or not to acquire them.

The information contained in this Terms and Conditions booklet that is not materially adverse information is subject to change from time to time and is up to date as at the date stated on the cover. If this information changes, you will be able to find the updated information by contacting us on 1300 651 400 or by accessing our website [www.greater.com.au](http://www.greater.com.au). A paper copy of any updated information will be given to you on request without charge and applies to the following financial products:

## **Deposit Accounts**

- Bonus Saver Online Account
- Term Investment Online Account
- Term Investment Online (Monthly Income)

## **Payment Facilities**

- Internet Banking
- Direct Debit

### **Important**

Except where you have previously acknowledged receipt of these Terms and Conditions the first use of the Bonus Online Account, Term Investment Online Account or Term Investment (Monthly Income) Online Account to which these Terms and Conditions apply will indicate that You understand and agree to be bound by the Terms and Conditions contained in this document. You should read this Terms and Conditions document carefully before acquiring any of the products to which these Terms and Conditions apply. Print out keep this document for your future reference.

Should You wish to obtain any more information about any of the products to which these Terms and Conditions apply, contact our Customer Service Centre on 1300 651 400, any of our branches, or our:

Head Office at: Address: 103 Tudor Street  
Hamilton NSW 2303

Web Site: [www.greater.com.au](http://www.greater.com.au)

These Terms and Conditions only apply where it is received by a person in Australia.

## PRIVACY DISCLOSURE

We collect personal information about You to access any product covered by these Terms & Conditions. If your personal information is not provided We cannot open any Account or provide You with any access to the products in these Terms and Conditions. In the process of delivering our services and complying with the law We may disclose your personal information to organisations to whom We outsource functions such as a mailing house (“service providers”), or in any other way or to any other person, while acting reasonably and in accordance with the Privacy Act.

We are required to collect information about your identity under Australian legislation. We are also required to provide details of certain cash transactions, international transactions and suspicious transactions as required under these laws to AUSTRAC.

We may also use your personal information to tell You about other products and services offered or distributed by us or any of our related companies. To do that, We may disclose your personal information to the organisations whose products We distribute and to our service providers. If You do not want Us to use or disclose your personal information for this purpose, please contact our Customer Service Centre on 1300 651 400.

# PART A – GENERAL TERMS AND CONDITIONS

## 1. Words with Special Meanings

**Access Code** means:

- a) In the case of Internet Banking, the password used in conjunction with your Username to access the Greater Internet Banking Site; which:
  - i. is known to the User and is intended to be known only to the User or only to the User and Us;
  - ii. We require the User to keep secret;
  - iii. the User must provide (in any manner) through electronic equipment in order to access your Account;and includes any changes to or replacements of those codes.

**Access Method** means any method We make available to Users in order for Users to give us authority to act on an instruction when using Electronic Equipment to debit or credit an EFT Account. An Access Method comprises of one or more components including (but not limited to) identifiers and access codes or a combination of these, but does not include a card or a method that requires a manual signature with a written specimen signature, where the comparison of the manual signature with the specimen signature is the principal means of authenticating the authority to give Us an instruction.

**Account** means your Greater Building Society Bonus Saver Online, Term Investment Online or Term Investment Online (Monthly Income) Account (s) that We establish in your name, or in your name jointly with another person or persons.

**Account Closure Form** means any form we prescribe to enable your Account to be closed.

**ADI** stands for authorised deposit-taking institution and has the same meaning as in the Banking Act (Cth) 1959.

**Application Form** means any form we prescribe to enable to opening of your Account.

**Banking Business Day** means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia which is not a Saturday, a Sunday or any public or bank holiday.

**BECS** means the system known as Bulk Electronic Clearing System that has the role of managing the conduct of the exchange and settlement of bulk electronic low value transactions in Australia.

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

**Cleared Funds** means the balance of available funds in an account not including any minimum balance (if applicable): and

- in respect of your Linked Account cheques deposited to the same that have not been cleared, and
- in respect to your Account or Linked Account any deposits made to that account that have not been cleared and/or any applicable fees or charges (including Government charges) to that account.

**Customer** means you.

**Direct Debit Request** is the authority You sign as part of the Application Form that allows Us to debit your Linked Account and credit your Account.

**EFT Code of Conduct** means the Electronic Funds Transfer Code of Conduct.

**EFT System** means the network of electronic systems used for the transmission of EFT Transactions.

**EFT Transactions** means a transfer of funds initiated by giving an instruction to Us through Electronic Equipment using an Access Method to debit or credit an EFT Account. An EFT transaction includes, without limitation, a transaction undertaken using Internet Banking.

**Electronic Communication** refers to a message We send You electronically, in a form that You can keep.

**Electronic Equipment** includes electronic terminal, computer, and telephone.

**Government Charges** means income tax, all additional government stamp and other duties, fees and charges that may apply to the Account whether or not You are primarily liable to pay these charges.

**Website** means the internet site designated and displayed at the URL as [www.greater.com.au](http://www.greater.com.au) or at any other additional or replacement URL notified by Us to You from time to time, as that information is varies from time to time or such other URL that we specify.

**Internet Banking** means the service We offer through the Website to enable You to receive information from Us and to transmit instructions to Us electronically, in relation to an Account or other matter We specify.

**Linked Account** is the account held in Australia with any financial institution (including Us nominated by You in the Application Form,) or such other nominated account we may later consent to recording as your Linked Account. Funds in your Account can only leave your Account via the Linked Account.

**Linked Account Transfer** is an electronic transfer of funds between your Account and your Linked Account. If the transfer is debited to your Linked Account, it is subject to the terms of the Direct Debit Request.

**Maturity Date** in respect of a Term Investment Online Account means the date until which the interest rate applicable to that Term Investment Online Account remains fixed (assuming there is no withdrawal of funds before that date).

**MBCOP** means the Mutual Banking Code of Practice.

**Nominated Address** means the electronic email address You specify when applying to open your Account or such other electronic email address You provide Us with later updating your Nominated Address. All Account holders require a Nominated Address.

**Payment Date** means the date on which you instruct us to make a payment.

**Payment Facility** means each of the following: Our Internet Banking and actioning Direct Debit Requests.

**Reduced Interest Rate** means the interest rate applicable to your Term Investment Online Account following You requesting your funds or any part of them before the applicable Maturity Date. The Reduced Interest Rate is the applicable percentage rate per annum (p.a.):

- a) if the investment has more than one quarter of its term to run to next Maturity date 50% of the then applicable rate; or
- b) if the investment has one quarter or less to run to next Maturity Date 75% of the then applicable rate calculated from the later of the opening date or the last Maturity Date to the breakout date applied correct to two decimal places.

**Term Investment Online Account** means any Term Investment Online or Term Investment (Monthly Income) Online Account.

**User** means you and any other person you authorised to use an Access Method to give instructions to debit or credit an Account.

**Username** means the customer number we give to you in conjunction with your Access Code to access the Greater Internet Banking Site and includes changes to or replacement of that number.

**We, Us** and **Our** means Greater Building Society Ltd and our successors and assigns.

**You**, and **your** means the Account holder subject to these Terms and Conditions and, if more than one person comprises the account holder, means each of them separately and all of them jointly. Any other grammatical form of the word "You" has a corresponding meaning.

### **The singular includes the plural and vice versa.**

A reference to:

- a document includes any variation or replacement of it;
- **law** means common law, principal of equity, and laws made by parliament (and laws made by parliament include regulations and other instruments under them and consolidation, amendments, re-enactments or replacement of them);
- any thing includes the whole and each part of it; and
- times in these Terms and Conditions are based on Eastern Standard Time or Eastern Daylight Saving Time when in operation.

## **2. Key Features**

2.1 Using your:

- Bonus Saver Online Account
- Term Investment Online Account
- Term Investment Online Account (Monthly Income)

You are able to:

- Deposit funds into your Account from your Linked Account;
- Earn interest on the money deposited into your Account at current interest rates;
- Withdraw funds from your Account by transferring them into your Linked Account;
- Use Internet Banking to transfer funds into and out of your Account via your Linked Account as Well as confirm previous transactions.

You should consider what type of Account suits your requirements.

This Terms and Conditions document explains the way in which these features operate.

## 2.2 Account Services

Your Account provides You with access to:

(a) Internet Banking;

your use of this service is governed by Part B of these Terms and Conditions.

If you opt to utilise Internet Banking the benefits include:

- possibly reducing the risks associated with loss or theft of cash;
- access to dispute resolution procedures which provide for allocating loss for unauthorised transactions as more fully set out in the Terms and Conditions following;
- providing a more cost efficient way for you to make payments when compared to cash (subject to the way you use Internet Banking).

If you opt to utilise Internet Banking associated risk will depend in part on the way you use them. Those risks include:

- unauthorised use of Internet Banking by a third party which may occur if your means of access to Internet Banking is lost or stolen;
- technical errors affecting the system used for processing payments which may, among other matters, prevent the timely and accurate completion of payments.

To reduce these risks, you should ensure that you take appropriate steps to protect the security of the Internet Banking facility offered with your Account and carefully check your statements and notify us of any errors.

## 3. Opening an Account

3.1 To open an Account You must be a natural person. The account is not available to business customers, trusts or superannuation funds.

3.2 To open an Account You must:

- Complete and sign the Application Form;
- Provide us with your Linked Account details. If your Linked Account is not held with Us, You must provide a statement of your Linked Account that is no more than twelve (12) months old; and
- Provide any other documents We ask for

3.3 You must provide Us with any information that We reasonably require to open any Account.

3.4 **We may, acting reasonably and in accordance with any applicable law, refuse to open an Account.**

## 4. Opening Balance

4.1 There is no minimum amount required to open the Bonus Saver Online Account.

4.2 The minimum amount required to open a Term Investment Online Account is one thousand dollars (\$1,000.00).

## 5. Minimum Balance

- 5.1. You must ensure that the balance of your Account is never less than the amount We call the minimum balance or, where a minimum opening balance applies, that the opening balance of your Account is not less than that amount.
- 5.2. There is no minimum balance for Bonus Saver Online Accounts. The minimum balance for Term Investment Accounts and Term Investment (Monthly Income) Accounts is the minimum opening balance.
- 5.3. **We may, acting reasonably and in accordance with any applicable law, change the minimum balance or the minimum opening balance, at any time, at our absolute discretion.**
- 5.4. **Where the balance of your Account falls below the minimum opening balance We may close your Account.**

## 6. Opening Deposits

- 6.1. To open your Account You will need to make an opening deposit. Your opening deposit will be made by an initial Direct Debit from your Linked Account with the authority given to Us on the Application Form.
- 6.2. The initial Direct Debit has a limit of one (1) million dollars.

## 7. Linked Account

- 7.1. You must nominate a Linked Account on the Application Form to open and operate your account.
- 7.2. Your Linked Account must be held in Australia by You with any financial institution (including us) and must be in exactly the same name(s) as your Account
- 7.3. If the Linked Account is held in joint names, all Account Holders must sign the Direct Debit Request on the Account Application Form. A withdrawal from your Account can only be made by transferring to your Linked Account.

## 8. Change of Linked Account

- 8.1. You may change your Linked Account at any time.
- 8.2. A request to change your Linked Account must be made to Us in writing with a statement of the new Linked Account no more than twelve (12) months old.
- 8.3. Your new Linked Account or requested changes will not take effect until verified by us.

## 9. Deposits

- 9.1. Deposits (other than opening deposits) for You Bonus Saver Online Account can only be made by transferring funds from your Linked Account.
- 9.2. **To the extent permitted by law We reserve the right to recover, at any time, from your Account the amount of any deposit made to your Account when We are made aware of the following:**
  - a) **that the deposit was made in error, including any error with respect to the amount You deposit; or**
  - b) **You were not the intended recipient of the proceeds of the deposit.**

- 9.3 Deposits (other than opening deposits and the crediting of interest on some Accounts) for your Term Investment Online Accounts may be made on the Maturity Date or during the first ten (10) days following that Maturity Date where You are reinvesting.

## 10. Withdrawals

- 10.1 Withdrawals can only be made by transferring funds to your Linked Account.
- 10.2 The funds to which withdrawals can apply must be Cleared Funds.
- 10.3 To make a withdrawal from a Term Investment Online Account on a day other than the Maturity Date or outside the first ten days following rollover (see clause 11.14) the whole of the funds need to be withdrawn (see also clause 11.16 and Reduced Interest Rate).

## 11. Interest

### Generally

- 11.1 Subject to these Terms and Conditions We pay interest on credit balances of Accounts.
- 11.2 The current interest rate will apply as at the time the opening deposit is credited to the account. Interest will only be calculated from the date the opening deposit is credited to the account. Your Account is opened (subject to the crediting of Cleared Funds from your Linked Account) on the Business Day we receive and action your Direct Debit Request.
- 11.3 Interest is calculated on the Account by applying the daily percentage rate to the credit balance of the Account at the end of each day. The daily percentage rate is the applicable percentage interest rate per annum divided by 365.
- 11.4 Interest on your Term Investment (Monthly Income) Online Account will be paid monthly and on maturity.
- 11.5 Under no circumstances whatsoever, will an interest rate paid under any Account be fixed for a period of more than 5 years.
- 11.6 Apart from where the interest rate is fixed for a Term Investment Online and Term Investment (Monthly Income) Online Accounts, **We can change the interest rate from time to time at our discretion.** When exercising this discretion to vary We will do so reasonably and if any law regulates such a change, We will only make the change to the extent permitted by, and subject to, the requirements of that law. You can find out the current interest rates and available investment periods and deposit limits at any time by viewing the Greater Internet Banking Site or phoning our Customer Service Centre on 1300 651 400.
- 11.7 You agree when You open an Account that We can notify You of interest rate changes on an Account by sending a notice to your Nominated Address or displaying a notice in a newspaper circulating nationally or where the law permits, in a periodic statement.
- 11.8 **Where your Account falls below the minimum opening balance the interest rate We pay will be reduced and may be nil.**

- 11.9 Interest on a Bonus Saver Online Account is paid to that Account. For Term Investment Online Accounts interest can be credited to that Account or to your Linked Account. Interest on a Term Investment (Monthly Income) Online can only be credited to your Linked Account.

### **Interest for Bonus Saver Online**

- 11.10 Interest will be credited to your Bonus Saver Online Account monthly.
- 11.11 For Bonus Saver Online Accounts interest will only be paid if at least one (1) deposit and no withdrawals are processed during the calendar month. If no deposits and any number of withdrawals are made no interest will be paid for that month.
- 11.12 If your Bonus Saver Online Account is closed during a month, You will not receive any interest for that month.

### **Interest on Term Investment Online Accounts**

- 11.13 For terms up to twelve (12) months, interest on your Term Investment Online Account will be credited on maturity. For terms greater than twelve (12) months, interest will be paid six (6) monthly and on maturity.
- 11.14 If You do not provide Us with instructions on your Term Investment Online Account prior to the Maturity Date We will set a new interest rate to apply to the funds accumulated in your Term Investment Account for the same, or if not available, a similar term (as determined by Us) as the term for which the interest rate which applied prior to the Maturity Date was fixed. We will use the applicable rate of interest available at the time. You will be notified of such action. This is known as a rollover. We may agree to vary the Term Investment Online Account during the first 10 days following rollover but if You close that account within those 10 days the Reduced Interest Rate will apply.
- 11.15 **We may, at our absolute discretion, advise You in writing prior to the Maturity Date of your Term Investment Online Account of the current interest rates and terms available.** Details of these interest rates and terms are available by visiting the Greater Internet Banking Site or contacting our Customer Service Centre on 1300 651 400.
- 11.16 If You withdraw funds invested in a Term Investment Online Account prior to the Maturity Date You will not be entitled to interest at the rate which was fixed and applied prior to the Maturity Date. You will only be entitled to interest at the Reduced Interest Rate from the Maturity Date or lodgement date first preceding your withdrawal of funds. **If an amount of interest for that period has already been credited to You, We may deduct the difference between the amount so credited and the reduced interest from the Account balance.** Also see the section on Taxation Withholding Tax in these Terms and Conditions.

## 12. Joint Accounts

### Important

This section applies if an Account is held in the name of two or more individuals jointly up to a maximum of four (4) Account holders. It is important that You read all provisions in this section so that You fully understand the responsibilities and liabilities of having a joint Account.

- 12.1 **The Terms and Conditions bind each of You separately as well as together.**
- 12.2 The method of operation on the Account(s) will be any one of the joint Account holders to operate the Account. Therefore, You do not require the authority of any other Account holder to make a transaction or carry out most actions.
- 12.3 **We are not required to make any inquiries in relation to any instructions You give Us with respect to the operation of your Account. You are jointly and severally liable for any loss or damage You or a third party suffers as a result of Us acting upon those instructions.**
- 12.4 In the event of the death of an Account holder(s), the Account will be treated as the Account of the surviving Account holder(s) only.
- 12.5 Each of You may have access to information about the Account without the consent of the other Account holder(s).
- 12.6 **If an Account is overdrawn, each person who is a joint Account holder of the Account is liable both on their own and together for immediate payment of all or any of the amount overdrawn.**
- 12.7 Each of You may use the Account or give Us instructions on any matter relating to the Account without the consent of the others.
- 12.8 You agree that Periodic statements and other notices will be addressed to You jointly and sent electronically to your Nominated Address or made available to you from a part of our Website designed for your access only. You agree that each of You may have access to information about the Account without the consent of the others.
- 12.9 If there is a dispute between any of the joint Account holders in relation to the Account:
  - a) any one of You can give Us notice in writing of the dispute;
  - b) **when We receive that written notice We may in our absolute discretion acting reasonably restrict access to the Account in any way including:**
    - i. **electronically; or**
    - ii. **do anything that We feel is reasonably appropriate in all the circumstances.**
  - c) any restriction imposed by Us may only be removed by Us after receiving a notice in writing signed by all of You authorising one, some, or all of You to access the Account; and

- d) subject to these Terms and Conditions and any rights We may have at law or otherwise, if We do not receive written notice of the dispute from You or any of You, We will not restrict access to the Account.

### 13. Direct Debits

- 13.1 This clause applies when You arrange for Us to make the initial Direct Debit to your Account. This clause does not apply to EFT transactions.
- 13.2 You must give Us information We require to enable Us to make a Direct Debit. This information includes the BSB, account number, and account name of the Linked Account from which payment is to be made.

#### Important

You must check that all information You give to Us is correct (including, but not limited to, the BSB and the account number). We do not check and are not responsible for checking that any information You give Us is correct, including (but not limited to) checking that the BSB and account numbers correspond to the account name which You advise Us. You are liable for any Direct Debit We carry out in accordance with those instructions.

- 13.3 You must ensure that You have sufficient Cleared Funds available in your Linked Account from which the Direct Debit will be made. If the Payment Date falls on a day other than a Business Day, those funds must be available by 10.00 am on the preceding Business Day.
- 13.4 It is your responsibility to have sufficient Cleared Funds available in your Linked Account to enable the debit payment to be made in accordance with the Direct Debit Request.
- 13.5 **To the extent permitted by law, We are not liable for any loss or damage You suffer as a result the Direct Debit Request or any delay, omission or failure in respect of any payment.** Without limitations, this includes:
- a) any delay or failure to make a payment which results from a technical failure in the system We use to make a payment from your Linked Account; and
  - b) any omission, delay or failure on the part of the third party financial institution in processing that payment.
- 13.6 A Direct Debit You have arranged with someone other than Us can be cancelled or stopped by contacting either Us or that person.
- 13.7 If You have arranged a Direct Debit with someone other than Us You must contact that person to make any alterations to that payment.
- 13.8 **If more than one payment is to be made on any day We can, at our absolute discretion, decide the order in which those payments will be processed.**

### 14. Fees and Charges

- 14.1 The current fees and charges applicable to each Account

and Payment Facility are set out in Part D of these Terms and Conditions. **You authorise Us to debit these fees and charges to your Account in the circumstances set out in Part D of these Terms and Conditions.**

- 14.2 **Subject to clause 14.4 We may change our fees and charges from time to time (including introducing new fees and charges and changing the way in which We calculate our fees and charges and debit them to your Account).** When exercising discretion to debit, change or introduce fees and charges We will do so acting reasonably and if any law regulates such a change We will only make the change to the extent permitted by, and subject to, the requirements of that law. There is no maximum limit on the amount of fees We may charge.
- 14.3 **We may also deduct from your Account all and any Government Charges applicable to your Account from time to time.**
- 14.4. **Any failure by Us to charge a fee or charge shall not constitute a waiver of that fee or charge or the right to charge that fee or charge in the future.**
- 14.5 Notwithstanding anything else in these Terms and Conditions, We are not entitled to introduce entry fees, exit fees, fees or charges for the management of the funds.

## **15. Taxation – Withholding Tax**

- 15.1 If You have not quoted a tax file number (TFN) or a TFN exemption in respect of your Account or You are a non-resident, We may be required by law to deduct withholding tax from interest earned from your Account, calculated at the maximum marginal tax rate plus the Medicare Levy.
- 15.2 The personal circumstances of each member may be different and We encourage You to seek independent taxation advice

## **16. Overdrawn Accounts**

- 16.1 **If your Account becomes overdrawn your Account is in breach of these Terms and Conditions. Following any breach:**
- a) We may debit the overdrawn amount to your Account;**
  - b) We may impose a fee or charge on your Account** (see Part D of these Terms and Conditions for our current fees and charges);
  - c) We may calculate interest on the overdrawn amount on a daily basis and charge it to your Account on a monthly basis** (see Part D of these Terms and Conditions); and
  - d) You must repay the overdrawn amount immediately.**
- 16.2 **We may acting reasonably change from time to time, at our absolute discretion, any interest rate and fees or charges for overdrawn Accounts. If any law regulates such a change We will only make the change to the extent permitted by, and subject to, the requirements of that law.** You can find out the current interest rate at any time by viewing the Greater Internet Banking Site or phoning our Customer Service Centre on 1300 651 400.

16.3 **We do not agree to provide You with credit merely because We debit an amount to your Account that causes it to be overdrawn.**

## **17. Combining Accounts**

17.1 **We reserve the right to combine all your Accounts** (including, without limitation, closed and written off accounts and other accounts not being online type accounts with Us) **in your name with Us at any time without prior notice to You.** However We will inform You subsequently if We do this. If We exercise our right to combine your accounts, We will act reasonably and in compliance with any requirements of the Code of Operation for Centrelink Direct Credit Payments

## **18. Closure of the Account by You or us**

18.1 You may close your Account only if it is in credit.

18.2 A Term Investment Online Account will be closed if You

- a) transfer all funds to your Linked Account on the Maturity Date via Internet Banking;
- b) transfer all funds to your Linked Account on a day other than the Maturity Date and outside the first 10 days following a Maturity Date by completing and sending to Us an Account Closure Form. We will notify You once the Account has been closed

18.3 A Bonus Saver Online Account can not be closed via Internet Banking. You must transfer all funds to your Linked Account by completing and sending Us an Account Closure Form. We will notify you once the Account has been closed.

18.4 **We may close your Account at any time by giving You 14 days notice, however in some exceptional circumstances, which may include fraud or criminal activity, or in our absolute discretion no prior notice may be given.** When exercising discretion to close your Account We will do so acting reasonably and in accordance with any applicable law.

Where We close your Account We will reimburse You for any amount your Account is in credit less any Government Charges, fees and our current fees and charges, as set out in Part D of these Terms and Conditions.

18.5 **If you or an Additional Cardholder breaches any of these Terms and Conditions, we may close the Account.**

18.6 If your Account is closed pursuant to clause 18.1, 18.2 or 18.3:

- a) We may disable your access to Payment Facilities;
- b) You will be liable for any transactions that were not processed, or that occur, on the Account at the time the Account is closed;
- c) You must pay Us on demand all unpaid Government Charges, fees and charges, (our current fees and charges are set out in Part D of these Terms and Conditions), and other costs arising from the operation or maintenance of the Account prior to closure of the Account.

## **19. Statements of Account**

19.1 You agree that We can provide to you electronically (generally by sending to your Nominated Address) or otherwise make

available to You on a part of our Website designed for your access only or by means otherwise permitted by law, a periodic statement of Account recording transactions on your Account unless:

- a) there has been no transactions effected by You on the Account in the past six months;
- b) the law says that We do not have to.

19.2. The reporting period for each statement will be:

- a) in respect of Bonus Saver Online Accounts every forty (40) transactions or six (6) monthly whichever occurs first;
- b) in respect of Term Investment Online Accounts annually (for Term Investment On Line Accounts We also provide to You in the same way an interest advice not less than three days before the Maturity Date); or
- c) more frequently if requested.

19.3 **We may impose a fee for providing the statement or more frequent statements.** Our current fees and charges are set out in Part D of these Terms and Conditions.

19.4 You should check your periodic statement of account and inform Us of any errors or possible unauthorised transactions on your periodic statement.

19.5 You may obtain confirmation of transactions involving your Account by means of our Internet Banking service or by phoning our Customer Service Centre on 1300 651 400. You agree that confirmation of transactions involving your Account may be provided by means of:

- a) Internet Banking;
- b) over the phone; or
- c) given by any other means permitted by law or electronically.

## 20. Services of Notices

20.1 Notices and other communications for Us may be:

- a) sent by post or facsimile to our registered office; or
- b) given by any other means permitted by law.

20.2 Subject to the requirements of any law, you agree that communications for You may be:

- a) given electronically:
  - i. at your last Nominated Address; or
  - ii. by making it available to You on a part of our Website designed for your access only
- b) sent by prepaid post to your recorded residential or other nominated address; or
- c) given by any other means permitted by law.

## 21. Changes in your Particulars

21.1 You must notify Us without delay of any change to your Account details such as your name, Nominated Address, residential address, phone number or any other contact details.

21.2 **We will not be responsible for any errors or losses associated with a change in your particulars if We do not receive notice or adequate notice of the change.**

## 22. Changes to Terms and Conditions

- 22.1. **We may change these Terms and Conditions at our absolute discretion at any time.** When exercising discretion to make changes We will do so acting reasonably and if any law regulates that change, We will only make the change to the extent permitted by, and subject to the requirements of that law.
- 22.2. You agree that We can give notice of changes to these Terms and Conditions, any material change, or any significant event that affects any of the matters specified in these Terms and Conditions in writing, electronically by sending it to your Nominated Address, or by making it available to You on a part of our Website designed for your access only or in any other way permitted by law.
- 22.3 The table below sets out how and when we will notify You of changes.

Type of change	Minimum number of days notice	Manner of giving notice
Impose or increase a fee or charge.	30	In writing (including electronically to your Nominated Address) or by making it available to you on a part of our Website designed for your access only or any other way permitted by law.
Increase your liability for losses relating to EFT transactions.	20	In writing (including electronically to your Nominated Address) or by making it available to you on a part of our Website designed for your access only or any other way permitted by law.
Impose, remove or adjust the transaction limits applying to the use of an Access Method.	20	In writing (including electronically to your Nominated Address) or by making it available to you on a part of our Website designed for your access only or any other way permitted by law.
Change to the EFT Conditions or BPAY® Conditions (that is not caught by the above).	Changes to EFT Conditions - See Part C of these Terms and Conditions.	Changes to EFT Conditions – (including electronically to your Nominated Address) or by making it available to you on a part of our Website designed for your access only See Part C of these Terms and Conditions.
Any other changes including a change to any other Term or Condition (that is not caught by the above) that may have an adverse effect on your interests.	Before the change takes effect, or as soon as practicable after, but not more than 3 months after.	In writing, (including electronically to your Nominated Address) or by making it available to you on a part of our Website designed for your access only or by mode identified elsewhere in clause 22.2, or in any other way permitted by law.
Any other changes including a change to any other Term or Condition (that is not caught by the above) that will not have an adverse effect on your interests.	Before the changes take effect, or as soon as practicable after, but not more than 12 months after.	In writing, (including electronically to your Nominated Address), by the mode identified elsewhere in clause 22.2, or in any other way permitted by law.

## 23. Dispute Resolution Procedures

- 23.1 A dispute arises where You find our response to a complaint raised by You unsatisfactory. When We receive a request for the resolution of a dispute We will, subject to Part C of these Terms and Conditions in respect of EFT transactions:
- acknowledge receipt of that request promptly;
  - investigate the dispute;
  - decide upon the appropriate action; and
  - respond in writing to You within 45 days and where practical earlier advising the outcome of the dispute.
- 23.2 If We are unable to resolve the dispute within 45 days, We will notify You of this fact in writing, inform You of the reasons for the delay and specify a date by which a decision can reasonably be expected.
- 23.3 If the dispute has not been resolved in a manner acceptable to You, We will provide You with a written statement of reasons for the decision, and inform You of any recourse available to You, including any avenue of appeal against our decision to an independent external dispute resolution scheme. We are a member of the following external dispute resolution scheme:
- Credit Ombudsman Service Limited  
P O Box A252 SYDNEY SOUTH NSW 1235  
Phone: 1800 138 422 between 9am – 5pm Monday to Friday  
Internet: [www.creditombudsman.com.au](http://www.creditombudsman.com.au)
- 23.4 If You believe We have breached the Mutual Banking Code of Practice, You can complain to Us. If We are not able to resolve the complaint to your satisfaction and the complaint involves a claim that You have suffered loss or detriment, You may refer the matter to the External Dispute Resolution scheme to which We belong. If the complaint does not involve loss or detriment, further details can be obtained by obtaining a copy of the Mutual Banking Code of Practice which is available at [www.greater.com.au](http://www.greater.com.au).

## 24. Miscellaneous

- 24.1 **If We do not exercise a right or remedy fully, or at a given time, We reserve the right to exercise it later.**
- 24.2. You must give Us any information or documents We require to identify You. Subject to the requirements of any law, You authorise Us to check the authenticity of any such information or documents that You give to Us.
- 24.3. You warrant that all information (including any documents) that You have given Us in connection with opening the account is true, up-to-date, correct and not misleading.
- 24.4 Nothing in this agreement has the effect of excluding, restricting or modifying rights in the Trade Practices Act, which cannot be excluded, restricted or modified by agreement. **If your Account is of a kind not ordinarily acquired for personal, domestic or household use or consumption, our liability is restricted to re-supplying the services or the cost of re-supplying the services to You.**

- 24.5 We warrant that We will comply with the requirements of the Electronic Funds Transfer Code of Conduct.
- 24.6 If any part of these Terms and Conditions is illegal, invalid or unenforceable at law, the rest of these Terms and Conditions are to be read so as to exclude any such part and will remain enforceable to their fullest extent.
- 24.7 **You authorise Us to debit to your Account, any amount that these Terms and Conditions identify:**
- a) **You are liable for;**
  - b) **We are entitled to debit your Account; or**
  - c) **You have to pay Us.**

## PART B – TERMS AND CONDITIONS FOR INTERNET BANKING

### 25. Internet Banking

- 25.1 The Terms and Conditions for Internet Banking operate subject to the Terms and Conditions applicable to the Account(s) in relation to which they operate.
- 25.2 **We may from time to time and without notice to You change the software, system or equipment required to access Internet Banking. It is your responsibility to obtain and maintain any Electronic Equipment which You require to use Our Internet Banking.**
- 25.3 **We may acting reasonably, in our absolute discretion and without notice to You:**
- a) **decline to give effect to any instructions received from You in relation to Internet Banking; or**
  - b) **temporarily suspend access to your Internet Banking arrangements.**
- 25.4 **We may, acting reasonably and in accordance with any applicable law, cancel your access to Internet Banking at any time without notice.** However, We will notify You as soon as possible after that cancellation.
- 25.5 We are under no obligation to process any transactions on the day on which that transaction is made. However We will endeavour to process each transaction:
- a) made before 5.00 pm on any Business Day on that day;
  - b) made after 5.00 pm on the next Business Day;
  - c) made on any day other than a Business Day on the next Business Day.
- 25.6 We will provide You with a transaction receipt number every time You make a transaction using Internet Banking. You should record the transaction receipt number and it should be quoted if You have any queries in relation to that transaction.
- 25.7 **The range of services We make available through Internet Banking will be determined by Us at our absolute discretion from time to time. Acting reasonably, We may extend or reduce this range of services at any time without notice to You.**

- 25.8 When You register for our Internet Banking We will give You a Username and an Access Code.
- 25.9 **You authorise Us to act upon all instructions in relation to Internet Banking by using your Username and Access Code.**
- 25.10 your Username and Access Code are the Access Methods for Internet Banking. You can use Internet Banking to initiate EFT Transactions on your Account with Us including and without limitation to:
- a) transfer funds between Greater accounts and your Linked Account;
  - b) view transaction details.
- 25.11 Transactions may only be processed via Internet Banking with respect to Term Investment Online Accounts during the 10 days following rollover from the Maturity Date. Otherwise You will need to complete and send an Account Closure Form to Us

## **26. Availability of Internet Banking**

- 26.1 We will make reasonable efforts to ensure the availability of our Internet Banking during the hours We have specified in clauses 25.5, 25.11 and subject to your obligations in clause 25.2.

## **27. Transaction Processing and Limits for Internet Banking**

- 27.1 We will issue a transaction receipt number for a transaction conducted using Internet Banking at the time of the transaction. However, a transaction may not be processed by another financial institution until their next batch processing day. A session summary can be printed when You have finished conducting your transaction(s).
- 27.2 **We may apply a limit per Account on specified transactions using Internet Banking on any one day (as set out in Part D of these Terms and Conditions).**

## **28. Confirmation of Internet Banking Transactions**

- 28.1 Information about transactions and balances on any Account which is available through our Internet Banking may not reflect the current position on that Account.

## **29. Liability for Internet Banking**

- 29.1 **Subject to any rights that cannot be excluded by law (including rights under the Australian Securities and Investment Commission Act (2001) and the Trade Practices Act (1974) (Cth)) and to Part C of these Terms and Conditions in the case of EFT Transactions We are not liable for any loss or damage suffered by You or any other person arising directly or indirectly from, or in connection with your use of Internet Banking.** This includes, but is not limited to, loss or damage which may arise as a result of:
- a) inaccuracies, errors, omissions or delays in relation to the Internet Banking;
  - b) the loss, modification, damage or destruction of hardware or software caused by computer viruses or program bugs or similar causes; or

- c) your Internet Banking being unavailable at any particular time or inaccessible from any particular location.

**If You use Internet Banking other than for private or domestic use, our liability is restricted subject to Part C of these Terms and Conditions in the case of EFT Transactions and in accordance with Section 68A of the Trade Practices Act to:**

- a) **in the case of goods, the replacement or repair of the goods or the cost of replacing or repairing the goods; or**
- b) **in the case of services, re-supplying the services or the cost of re-supplying the services.**

### **30. Internet Banking General**

- 30.1 You must check your account records carefully and promptly. If You believe that there has been a mistake in any transaction using Internet Banking, or an unauthorised transaction, You must notify Us immediately.

### **31. Protecting your Access Method**

- 31.1 your Access Method is confidential and We will rely on it as constituting your electronic signature. your Access Method allows anybody using it to access and transact on your Account and We are authorised by You to permit such access and transactions conducted. Because of this You must take special care to protect your Access Method.
- 31.2 You must ensure that your Access Method is kept secure and not disclosed to anyone except Us in the course of transacting on your Account.
- 31.3 To protect your Access Method You must:
  - a) attempt to memorise your Access Method;
  - b) destroy any documentation We issue to You containing your Access Method;
  - c) not keep a record of your Access Method near or stored with any item which allows You to access your Account with the Access Method (eg your computer);
  - d) not disclose your Access Method to any person (including a family member or friend);
  - e) not select an Access Method that is easily identified or associated with You (eg your date of birth, telephone number, your name or part of it, or drivers licence number etc);
  - f) not allow any unauthorised person to observe or hear your Access Method;
  - g) not leave your computer unattended when You are using Internet Banking.
- 31.4 If You make a record of your Access Method You must take reasonable steps to prevent unauthorised access to the record or ensure the record is reasonably disguised. We do not consider that You have made a reasonable attempt to prevent unauthorised access or to disguise your Access Method if You:
  - a) store the record of your Access Method with, or close to any item which allows You to access your Account with the Access Method (eg your computer);

- b) record the Access Method in reverse order;
- c) record it as a series of numbers with any of them marked to indicate the Access Method;
- d) record the Access Method as a telephone number with the Access Method in its correct sequence within the number;
- e) record the Access Method as a telephone number where no other telephone numbers are recorded;
- f) disguise the Access Method as a date or as an amount. There may be other forms of preventing unauthorised access or disguising your Access Method which may also be considered unsuitable because of the ease with which the Access Method can be found.

31.5 If You suspect the security of your Access Method has been compromised You must ensure You change your Access Method as soon as possible, and that You notify Us of the suspected compromise of your Access Method immediately.

31.6 **If You do not comply with the provisions of this clause, another person may be able to access your Account and You may be liable for any losses incurred.**

Regulations under the Corporations Act 2001 require us to make reference to the Financial Claims Scheme in this document. You may be entitled to payment under this scheme if, as an account holder, your ADI is subject to the applicable declaration by the Government departments or officials required. Payments under this scheme are subject to a limit for each depositor. Further information about the scheme can be obtained from the APRA website <http://www.apra.gov.au> and the APRA hotline 1300 13 10 60.

## PART C – TERMS AND CONDITIONS FOR EFT TRANSACTIONS

The Terms and Conditions set out in this part apply to all EFT Transactions.

### **32. Warranty of Compliance with the Electronic Funds Transfer Code of Conduct (EFT Code of Conduct).**

The EFT Code of Conduct is an important code of practice that protects You when using electronic funds transfers. You can view a copy of the EFT Code of Conduct on the Australian Securities and Investment Commission Website at [www.asic.gov.au/asic/asic.nsf](http://www.asic.gov.au/asic/asic.nsf).

32.1 We warrant that We will comply with the requirements of the EFT Code of Conduct.

32.2 If both the Terms and Conditions in this Part C and other Terms and Conditions apply to a transaction and there is any conflict or any inconsistency between them, the conditions in Part C apply to the extent of the inconsistency.

### **33. Liability for Unauthorised Transactions**

33.1 This clause does not apply to any transactions carried out by You or by anyone performing a transaction with the User's knowledge and consent.

33.2 **You WILL NOT be liable for losses arising out of:**

- a) unauthorised transactions where it is clear that the User did not contribute to the loss; or
- b) the fraudulent or negligent conduct of our employees or agents or companies involved in networking arrangements or of merchants who are linked to the EFT system or their agents or employees; or
- c) any component of an Access Method that is forged, faulty, expired or cancelled; or
- d) transactions which require the use of an Access Code forming part of your Access Method which occurred before You have received that Access Code (including a reissued device or Access Code); or
- e) the same transaction being incorrectly debited more than once to the same Account.

33.3 **You WILL BE liable where We can establish on the balance of probability that the User has contributed to the losses in any of the following ways:**

- a) through your fraud; or
- b) voluntarily disclosing one or more Access Codes to anyone, including a family member or friend; or
- c) keeping a record of one or more of the Access Codes (without making any reasonable attempt to protect the security of the Access Code); or
- d) keeping a record of the Access Code or codes that can be used together on anything the User carries or any article that is liable to be lost or stolen without making any reasonable attempt to disguise the security of the Access Code; or
- e) selecting or changing an Access Code to an Access Code that represents You after We have instructed the User not to; or
- f) otherwise acting with extreme carelessness in failing to protect the security of all your Access Codes; and
- g) where the EFT Code of Conduct requires, that the recording or voluntary disclosure of one or more but not all of the Access Codes forming part of the Access Method was the dominant contributing cause of the loss.

33.4 **In these cases, You WILL BE liable for the actual losses which happen before You or the User notified Us that the security of the Access Code forming part of the Access Method has been breached, but WILL NOT be liable for any of the following amounts:**

- a) that portion of the losses incurred on any one day which exceeds the daily transaction limit; or
- b) that portion of the losses incurred in a period which exceeds any other periodic transaction limit(s) applicable to that period; or
- c) the portion of the total losses incurred that exceeds the balance of the Account(s); or
- d) all losses incurred on any Account which We and You had not agreed could be accessed using the Access Method.

- 33.5 **Where You have contributed to losses resulting from unauthorised transactions by unreasonably delaying notification that the security of any Access Codes forming part of the Access Method has been breached, You WILL BE liable for the actual losses which occur between when You became aware and when We are actually notified, EXCEPT FOR:**
- a) that portion of the losses incurred on any one day which exceeds the Daily Transaction Limit applicable;
  - b) that portion of the losses incurred in a period which exceeds any other periodic transaction limit applicable to that period; or
  - c) the portion of the total losses incurred that exceeds the balance of your Account; or
  - d) all losses incurred on any Account which We and You had not agreed could be accessed using the Access Method.
- 33.6 **Where an Access Code was required to perform the unauthorised transactions and 33.3 and 33.5 does not apply, You WILL BE responsible for an amount not exceeding the least of:**
- a) \$50.00; or
  - b) the balance of your Account from which value was transferred in unauthorised transactions and which We and You have agreed may be accessed using the Access Method; or
  - c) the actual loss at the time We were notified that the security of the Access Code forming part of the Access Method had been breached (excluding that portion of the losses incurred on any one day which exceed any applicable Daily Transaction or other periodic transaction limit).
- 33.7 **If You suffer a loss arising from a malfunction or breakdown any system or equipment and You should have been aware that the machine was malfunctioning or was not able to be used, our liability is limited to:**
- a) the correction of any errors on your Account or; and/or
  - b) the refund of any charges or fees imposed on You as a result. (See Part D of these Terms and Conditions for details of fees).

## **34. Changes to your Terms and Conditions**

This clause applies to the Terms and Conditions in this Part C.

- 34.1 **We will provide You with written notice, at least 20 days before We change the Terms and Conditions to:**
- a) **increase your liability for losses relating to EFT Transactions;**
  - b) **impose, remove or adjust the periodic transaction limits applying to the use of the Access Method; or**
  - c) **impose or increase charges relating solely to the use of an Access Method, or the issue of an additional or replacement Access Method.**
- 34.2 We will advise You of any other change made:
- a) in time to comply with any applicable legislative requirements

for a particular period of notice in advance of the date the change takes effect; or

- b) where there is no such legislative requirement, in advance of the date the change takes effect; or
- c) in the manner required by any applicable legislation, or if there are no such requirements, in a manner which is likely to come to the attention of as many Account holders as possible, which may include:
  - i. notice on, or with your periodic statement;
  - ii. by making a notice available to You on a part of our Website designed for your access only;
  - iii. an advertisement in a newspaper circulating as national media.

34.3 However, We WILL NOT give You advance notice of a change necessitated by an immediate need to restore or maintain the security of the system or individual Accounts.

### **35. Statements - Electronic Communication**

35.1 Except where the EFT Code of Conduct otherwise permits and subject to the requirements of any applicable law, You agree We may use electronic means to communicate with You instead of written communications, for example, to provide You with statements, notices, transaction confirmations or receipts electronically (see generally clause 19 and 20).

35.2 Subject to the requirement of any applicable law, where You carry out a transaction through Internet Banking a transaction record or receipt (which You can elect to save or print) is available to You on our Website immediately on completion of the transaction. For these transactions We will not provide You with a paper transaction record or receipt.

### **36. Complaints or Disputes**

36.1 If You have a complaint or query about a transaction involving use of an Access Method or of an entry on a statement, You should contact any Greater branch or our Customer Service Centre on 1300 651 400 immediately. If You are not satisfied with the information You have been given, You can enquire further in writing. You must set out all relevant information We require for our investigation of the matter.

36.2 Within 21 days of receiving your written complaint, We will either complete our investigation and advise You in writing of the outcome, or tell You in writing that We need more time to complete our investigation. If We are unable to resolve your complaint within 45 days, We will:

- a) inform You of the reasons for the delay;
- b) provide You with monthly updates on the progress of your complaint; and
- c) specify a date when You can reasonably expect a decision to be made (unless We are waiting for a response from You and We have told You that We require that response).

36.3 The external dispute resolution scheme We are a member of with respect to electronic transactions is the Credit Ombudsman Service Limited.

- 36.4 When We have completed our investigation of a complaint, We will promptly inform You of the outcome of that investigation and reasons for that outcome (including references to relevant clauses of the EFT Code of Conduct). Unless your complaint has been resolved completely in your favour, We will also provide You with details of any further action You can take in respect of the EFT Code of Conduct, including contact details for the external dispute resolution scheme.
- 36.5 If, as a result of our investigation of your complaint, We decide that your Account has been incorrectly credited or debited, We will promptly make adjustments to your Account including any fees, interest or charges and notify You in writing of those adjustments (See Part D of these Terms and Conditions for details of our current fees).
- 36.6 If, on completion of our investigation, We decide that You are liable, in accordance with the EFT Code of Conduct, for at least part of the amount of the transaction subject to the complaint, We will make available to You copies of any documents or other evidence relevant to the outcome of our investigation, including information from any logs or audit trails relating to the transaction and advise You where there was any system or equipment malfunction at the time of the transaction.
- 36.7 Where We decide to resolve your complaint arising from an unauthorised transaction in clause 34.2 and 34.6 We may within 7 Business Days of receipt of that complaint, adjust the balance of your Account.

## PART D – SCHEDULE OF FEES AND CHARGES FOR BONUS SAVER ONLINE ACCOUNT, TERM INVESTMENT ONLINE ACCOUNT AND THE TERM INVESTMENT (MONTHLY INCOME) ONLINE ACCOUNT

This is Part D of the Terms and Conditions and outlines the fees, charges and transaction limits that relate to the Greater's Online Accounts and Payment Facilities.

Please contact our Customer Service Centre on 1300 651 400 if You require more information about our products and services.

### **Important**

You should read this Part D and the Terms and Conditions in its entirety before first using any of our Online Accounts or Payment Facilities.

### 37. Contact Details

Head Office:	103 Tudor Street Hamilton NSW 2303 PO Box 173 Hamilton NSW 2303
Customer Service Phone:	1300 651 400
Customer Service Fax:	02 49 219 112
Internet:	www.greater.com.au
Email:	webenquiry@greater.com.au

### 38. Government Charges

38.1 These charges include income tax, all additional government stamp and other duties, fees and charges that may apply to the Account whether or not You are primarily liable to pay these charges (i.e. withholding tax).

### 39. Fee and Charges

Type of Fee or Charge	Account Type		
	Bonus Saver Online	Term Investment Online	Term Investment (Monthly Income) Online
<b>*Information Fee</b> – \$15.00 plus \$1.00 per page to duplicate information already provided, or to search and provide information in writing in relation to your account.	✓	✓	✓
<b>Inactive Account Fee</b> – \$10.00 six monthly if an Account has no transactions (other than Government charges or interest or for Term Investment Online Accounts with a maturity longer than 24 months) processed during the proceeding 24 months.	✓		
<b>Unclaimed Monies Fee</b> – \$20.00 if an Account has had no transactions (other than Government Charges or interest) processed during the last seven (7) years.	✓	✓	✓
<b>Interest Payment Elsewhere Fee</b> – \$0.50 when a member requests that We transfer interest payable on their Account to an account with another financial institution which is not by Real Time Gross Settlements.		✓	✓

**\*These fees and charges are collected from You or debited from your account at the time a service is provided or the transaction takes place – whichever You specify.**

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Head Office: 103 Tudor Street, Hamilton NSW 2303

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[www.greater.com.au](http://www.greater.com.au) • ABN 88 087 651 956

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