

*The little details  
you need to know*

**GreaterBank** 

**Credit Card  
Terms and Conditions**

Version 3.0 October 2023

# About this document and your *credit card contract*

This document does not contain all the information required to be given to you. Your *credit card contract* consists of these *credit card terms and conditions*, the *credit card agreement* and the *account and payment facility terms*. These documents should all be read together.

If there is any inconsistency between the *credit card agreement* and these *credit card terms and conditions*, the *credit card agreement* prevails to the extent of the inconsistency. If there is any inconsistency between the *credit card agreement* or these *credit card terms and conditions*, on the one hand, and the *account and payment facility terms* on the other, the *credit card agreement* and these *credit card terms and conditions* prevail to the extent of the inconsistency, unless the inconsistency relates to an *access method* in which case the *account and payment facility terms* prevail to the extent of the inconsistency.

The meaning of words printed *like this* and other key words are explained in the 'definitions' section at the end of this document.

The provisions of the Customer Owned Banking Code of Practice may apply to this *credit card contract*.

## Security

If a card is lost or stolen, or if you have any security concerns about a card or your *account* you can contact us by:

- Calling 13 13 86 in Australia, 24 hours, 7 days a week
  - Visiting one of our branches
  - Calling the Visa Global Customer Assistance Service if you are outside Australia on +1 303 967 1090.
- Further information can be found at <https://www.visa.com.au/support/consumer/lost-stolen-card.html>

# Part A: Your account and your Visa credit card

Part A of these *credit card terms and conditions* describes:

- our agreement to make the *credit card facility* available to you if all necessary conditions are satisfied
- how the *credit card facility* can be used.

## 1 The credit card facility

We offer you the *credit card facility* on the terms of this *contract*. You accept our offer and agree to be bound by the *contract* when you activate your card. If you do not wish to accept our offer, do not activate your card (or allow an *additional cardholder* to activate their card) and return all cards to us.

- 1.2 If you don't not accept our offer by activating your card within 90 days after the *disclosure date*, the offer is automatically withdrawn and we will have no obligation to make the *credit card facility* available to you.
- 1.3 If you do not use the *credit card facility* within 90 days of the *disclosure date* this *contract* is automatically terminated. You must pay any fees incurred before this date.

## 2 Conditions of our offer

- 2.1 We'll only make the *credit card facility* available to you when we're satisfied that the following conditions have been met:

- (a) we've received any report, consent, valuation, certificate, approval, information, or any other document that we reasonably require, in a form satisfactory to us
- (b) we're satisfied with the results of all searches and enquiries we and our consultants have done in connection with you
- (c) you've given us all other documents and information we've reasonably requested
- (d) all information we've been given (including each declaration given in this *contract*) is correct, complete and not misleading
- (e) you're not in default under this contract.

- 2.2 You represent and warrant that all information you've provided to us in connection with this *contract*, including information about you and your financial affairs, is true and correct.
- 2.3 We may refuse to make the *credit card facility* available to you if:
  - (a) we reasonably believe you may not be able to meet your obligations under the *contract* due to a change in your financial position since the *disclosure date*
  - (b) we reasonably consider it is necessary to do so to ensure we comply with any laws or regulatory obligations.

## 3 Your account

- 3.1 We will establish an *account* in your name. The *account* will record all amounts you owe and all other *transactions* in respect of this *credit card contract*.

- 3.2 You authorise us to debit your *account* with any *purchases*, *cash advances* and *balance transfers* owing under this *credit card contract*. The amounts debited to your *account* will form part of the amount you owe us.

#### 4 Your card

Cards can be used to:

- (a) make *purchases*
- (b) obtain *cash advances*

where the Visa logo is displayed.

#### 5 Additional cardholders

- 5.1 You can ask us to issue a card to another person, provided that person is at least 16 years old. If we accept your request, we will issue that person with a card. You are responsible for their use of your *account*.
- 5.2 Every *additional cardholder* has limited access to your *account*. *Additional cardholders* can only:
- (a) access the *account* using an *access method*
  - (b) use their card to make *purchases*
  - (c) use their card to obtain *cash advances* from *ATMs*
  - (d) select a *PIN* for their card
  - (e) obtain information about your *account*, including balance and statement details
  - (f) report their card as lost or stolen
  - (g) request refunds of *transactions*.
- 5.3 Any *transactions* made by an *additional cardholder* will be debited to your *account* in accordance with clause 3.2 and will form part of the amount owing.
- 5.4 If you ask us, we will stop or cancel an *additional cardholder's* card. When the card is cancelled, the *additional cardholder* will no longer have access to your *account*.
- 5.5 If you die, any additional cards issued will be cancelled, and no *additional cardholders* will be able to access your *account*.

#### 6 Accessing your card and the account

The use of your card and any *additional cardholder's* card and other *access methods* is subject to the *account and payment facility terms*. That document forms part of your *credit card contract*. Please read the *account and payment facility terms* carefully to understand how you must use your card and how you must protect your *access methods* and your *access codes*, including your *PIN*.

The *account and payment facility terms* also contain the terms and conditions (including fees and charges) that apply to the *access methods* that you and *additional cardholders* can use to access your *account*, for example, *ATMs*, or *online banking*. The *account and payment facility terms* also contains important information about when you can ask us to refund a *transaction*. Please read this document and the *account and payment facility terms* to understand how to use those *access methods* and how you can ask us for a refund.

## 7 Cash advances

- 7.1 You or an *additional cardholder* can access a *cash advance* by completing a form at one of our branches, using an ATM, or through another access method like *online banking*. You or an *additional cardholder* may also be able to obtain a *cash advance* at other financial institutions displaying the Visa logo.
- 7.2 A fee may apply when obtaining a *cash advance*. The fee is detailed in your *credit card agreement*.
- 7.3 Other financial institutions both within Australia and overseas may place limits and charge fees for *cash advances* made over the counter or using their ATMs or terminals.

## 8 BPAY®

- 8.1 Your *account* can only be used to make a BPAY® payment if the biller accepts credit card payments. If the biller accepts credit card payments, the payment will be treated as a *purchase*.
- 8.2 If the biller does not accept credit card payments but you want to make a BPAY® payment from your *account*, the payment will be a *cash advance*, and a fee may apply (as described in your *credit card agreement*).

## 9 Holds on your account

- 9.1 Sometimes a merchant will place a hold on your card or an *additional cardholder's* card for an agreed amount before a purchase is made. For example, a hotel might require you to hand over your card at the beginning of a stay as security for the cost of your accommodation. The hotel will use your card to confirm that there is sufficient available funds in your *account* to cover the cost of your stay.
- 9.2 This does not amount to a *transaction*. A "hold" will be placed on funds in your *account* up to that amount. You will not be able to access those funds until the "hold" is removed. When a *transaction* for this amount is processed, the "hold" will be removed. You may be prevented from accessing those funds over which the merchant has placed a "hold" for a period of up to 14 days.

## 10 Balance transfers

- 10.1 You may request us to accept a *balance transfer*. Applications for *balance transfers* are subject to our approval. *Balance transfers* will only be accepted from a credit card issued by another Australian financial institution unless we indicate otherwise.
- 10.2 The way interest on the *balance transfer amount* is calculated is explained in clause 16.
- 10.3 You must continue to make all necessary payments to your existing credit card account with your financial institution or other card issuer until you receive confirmation from us that payment of the *balance transfer amount* has been processed, and that the *balance transfer amount* has been debited to your *account*.
- 10.4 A *balance transfer* may affect the availability of an interest free period.

## 11 Transactions outside Australia

- 11.1 We charge you a foreign currency conversion fee as described in your *credit card agreement* when you make a *transaction* in a foreign currency or in Australian dollars:

- (a) when you are outside of Australia
  - (b) in Australia (for example, online) where the merchant or the financial institution processing the *transaction* is located outside of Australia.
- 11.2 Your *account* will be debited in Australian dollars for *transactions* referred to in clause 11.1 above, plus any fees and charges.
- 11.3 Conversion rates are set by Visa and can fluctuate until the time the *transaction* is debited to your *account*.
- 11.4 *Transactions* are converted from the currency of the *transaction* to the Australian dollar equivalent (or to United States dollar then to the Australian dollar equivalent), as at the date they are processed by Visa.
- 11.5 Both debits and credits in foreign currencies to your *account* are subject to international conversion rates.
- 11.6 All international *transactions* are listed on your statement in the currency of the *transaction* and the Australian dollar equivalent.

## 12 Limits on your account

- 12.1 The *credit limit* is the maximum amount of credit that may be obtained under this *credit card contract*, including any accrued interest, fees or charges. We may allow the *credit limit* to be temporarily exceeded from time to time, but this does not mean that we agree to increase your *credit limit*.
- 12.2 You may ask us to reduce your credit limit to an amount not less than the *minimum credit limit* by calling us, visiting one of our branches, through *online banking*, or our website at **greater.com.au**
- 12.3 You agree to provide us with any reasonable information we request to allow us to reduce your *credit limit*.
- 12.4 We will take reasonable steps to ensure that your request to reduce your *credit limit* is applied as soon as practicable.
- 12.5 Your *account* is also subject to the daily transaction limits set out in the *account and payment facility terms*.
- 12.6 For *balance transfers*, the minimum amount is \$200 and the maximum amount is your *credit limit*.

## 13 Statements

- 13.1 We will send you a statement for your *account* every month, (unless your *account* is dormant), unless the law does not require us to.
- 13.2 Each statement includes the *transactions* made by you during the *statement period*, the amount owing for that *statement period*, and the minimum payment amount for that *statement period*.

## 14 Asking for a refund

- 14.1 You should check your statement carefully as soon as you receive it, and you should tell us as soon as possible if you think there has been a mistake, or an unauthorised *transaction*.
- 14.2 If you do not tell us within 30 days of the statement date, we may lose our ability to refund the disputed *transaction* to you.
- 14.3 More information about when you may request a refund from us is included in the *account and payment facility terms*.

## Part B: Repayments and how and when interest, fees and charges are calculated and payable

Part B of these *terms and conditions* sets out:

- how and when you must make required repayments, and
- how and when interest, fees and charges are calculated and payable.

### 15 Repayments

- 15.1 You must make regular repayments to your *account* under this *credit card contract*. Every month, you must pay the minimum payment amount indicated on your statement.
- 15.2 You may pay these amounts in the manner described in your statement. Additional payments can be made at any time.
- 15.3 Repayments will be credited to your *account* only after they have been received by us. This includes cheques and transfers from accounts which may take several days to clear. If a payment is dishonoured, it will be treated as if it was never made.
- 15.4 All repayments must be made in full when they are due, and you must not reduce a repayment because you believe we owe you anything.
- 15.5 We will apply payments to your last statement's closing balance until the full balance is paid. We apply payments to amounts owing which incur the highest interest rates at the statement date first. After payments have been applied to pay the closing balance, they will be used to pay amounts incurred in the *current statement period*.
- 15.6 We will not pay interest on any credit balance on your *account*.

### 16 Interest

- 16.1 An interest free period may apply to *purchases* made on your *account*. The maximum interest free period will be specified in your *credit card agreement*. The actual interest free period you receive may be less than the maximum interest free period, due to the date on which the *purchase* is made and the date on which a *statement period* ends.
- 16.2 If you want to make use of the interest free period, each month you must pay the closing balance on your *account* specified in each statement in full by the due date. Otherwise, we will charge interest:
  - (a) on the outstanding amount of the closing balance from the day following the due date for payment until it is paid
  - (b) on each *purchase* made after the due date from the date of the *transaction* until:
    - (i) you make a payment that we apply to the *purchase* to repay the *purchase* in full, or
    - (ii) you pay the closing balance of the statement that covers the *purchase* in full by its due date.

- 16.3 Subject to any interest free period, interest for *purchases* is calculated by applying the daily percentage rate (which is the *annual percentage rate* divided by 365) to the outstanding *purchases balance* on your account at the end of each day.
- 16.4 Interest on the *cash advance balance* and *balance transfer amount* is calculated separately from all other transactions (including *purchases*) on your account.
- (a) We will charge interest on the *balance transfer amount* at the applicable *annual percentage rate* from the date the *balance transfer* is received into your account.
- (b) Interest on the *balance transfer amount* is calculated by applying the daily percentage rate (which is the applicable *annual percentage rate* divided by 365) to the outstanding *balance transfer amount* on your account at the end of each day.
- (c) Interest on the *cash advance balance* is calculated by applying the daily percentage rate (which is the applicable *annual percentage rate* divided by 365) to the outstanding *cash advance balance* on your account at the end of each day.
- 16.5 Interest is debited to your account monthly in arrears on the last day of each *statement period*.

## 17 Changes to your credit card contract

- 17.1 We can change your *credit card contract* features, interest rates and fees, and any other term of your *credit card contract*.
- 17.2 If we make a change that you don't like, you can end your *credit card contract* at any time.
- 17.3 We will notify you of any change in accordance with the table below.

| Change   | Minimum notice period  | Notice method  |
|--|--|--|
| Interest rate changes  | No later than the day of the change  | In writing or by advertising in the national or local media (we will also confirm the change in your next statement) |
| Introducing a new fee or increasing the amount or frequency of a fee | 20 days  | In writing or by advertising in the national or local media (we will also confirm the change in your next statement) |
| Reducing your <i>credit limit</i> or suspending your <i>account</i>  | As soon as practicable (notice is not required if you are in default)  | In writing   |
| Other changes, terms and conditions                                  | 20 days, unless we reasonably consider that the change is not adverse to you, in which case we will notify you no later than in or with your next statement. | In writing   |



## 18 Fees and charges

- 18.1 You must pay us all credit fees and charges in the circumstances described in the *credit card agreement*. Unless we notify you, these fees and charges will be debited to your *account*.
- 18.2 You must also pay us government fees and charges, including any additional stamp duty in connection with the *credit card contract*.

## 19 Suspension or cancellation of your account

- 19.1 If you do not pay the minimum payment amount for a *statement period* by the due date, we may suspend or cancel your *account* and may not provide any further credit to you. The suspension may remain in place until you pay the minimum repayment amount and you satisfy any other requirements we impose. We may also suspend or cancel your *account* if we reasonably consider it necessary to prevent fraud or other losses to you or us. We will give you at least 14 days' notice before cancelling your *account* unless we need to cancel your *account* immediately to prevent fraud or other losses to you or us.
- 19.2 If we suspend your *account* you must continue paying the minimum payment amount shown on each statement after the suspension. We continue to charge interest and fees and charges to your *account* until you repay your *account* in full.
- 19.3 You and any *additional cardholder* must not try to obtain credit in relation to the *account* after we suspend your *account*. If we have suspended your *account*, you may only use your *account* if we reinstate it.

### Cancellation of cards

- 19.4 We may cancel your card or an *additional cardholder's* card at any time without prior notice to protect you or us from fraud or other losses, to manage regulatory risk, or for any other reason determined by us acting reasonably. You must use reasonable efforts to destroy the cancelled card as soon as possible after you become aware of it being cancelled.
- 19.5 You may cancel a card by:
- (a) calling 13 13 86, 24 hours, 7 days a week
  - (b) visiting one of our branches
  - (c) calling the Visa Global Customer Assistance Service if you are outside Australia on +1 303 967 1090. Further information can be found at <https://www.visa.com.au/support/consumer/lost-stolen-card.html>
- 19.6 If a card is cancelled, you are responsible for cancelling any regular payment authorities that are linked to your *account* when the card is cancelled. This includes any regular payment authorities of an *additional cardholder*.

## Part C: Default and what happens if you default

Part C of these *terms and conditions* sets out:

- when you are in *default* under this *contract*; and
- what happens when you are in *default*.

## 20 Default

### When are you in default?

20.1 There is a default if:

- (a) you do not pay on time any amount payable or that becomes payable under this *contract*
- (b) you or a *security provider* is insolvent or no longer have legal capacity and it has a *material impact*
- (c) enforcement proceedings are taken against you or a *security provider* or your or their assets by another creditor and it has a *material impact*
- (d) early repayment is required under a separate financing arrangement you or a *security provider* has with us, or default-based action is taken against you or a *security provider* by us, due to an event of default which occurs under that financing arrangement and it has a *material impact*
- (e) we believe on reasonable grounds that you or *security provider* has not complied with the law or any requirement of a statutory authority, or it becomes unlawful for you or us to continue with this *contract* and it has a *material impact* or poses a material risk to our reputation or compliance with the law
- (f) you or a *security provider* gives us information or makes a representation or warranty to us which is materially incorrect or misleading (including by omission) and it has a *material impact* or poses a material risk to our reputation or compliance with the law
- (g) you use the funds provided under this *contract* for a purpose not approved by us and it has a *material impact* or poses a material risk to our reputation or compliance with the law.
- (h) your assets or a *security provider's* assets are dealt with, or attempted to be dealt with in breach of an arrangement with us without our consent and it has a *material impact*
- (i) you or a *security provider* do not provide financial information required by an arrangement with us and it has a *material impact*
- (j) you or a *security provider* do not maintain a licence or permit necessary to conduct your business and it has a *material impact*
- (k) you or a *security provider* do not maintain insurance required by an arrangement with us and it has a *material impact*
- (l) your or a *security provider's* legal or beneficial ownership, or management control of you or a *security provider* or your or their business changes without our consent and it has a *material impact*
- (m) your or a *security provider's* status, capacity or composition changes without our consent and it has a *material impact*

20.2 You must notify us immediately if you become aware that you are in default under this *credit card contract*.

### What can happen then?

20.3 If you are in default, we may give you a notice stating that you are in default.

- 20.4 If you do not correct the default within any period given in the notice or any longer period required by law, then, at the end of that period and without further notice to you, the total amount owing on your *account* becomes immediately due for payment (to the extent it is not already due for payment). We may then sue you for that amount.
- 20.5 In limited circumstances set down by law (such as if we are unable to locate you), we need not give the notice or wait until the end of any period given in a notice. Instead, if you are in default, the total amount owing on your *account* becomes immediately due for payment without notice. We may then immediately sue you for that amount.

## 21 Enforcement expenses

- 21.1 Enforcement expenses may become payable under this *credit card contract* if you are in default (see clause 20 (Default)).
- 21.2 You must pay us on demand any reasonable expenses we reasonably incur in enforcing this *credit card contract* after a default (including expenses incurred in preserving and maintaining property such as by paying insurance, fees and taxes for the property after a default). You authorise us to debit these expenses to your *account* at any time after they are incurred.

# Part D: General and administrative matters

Part D of these *terms and conditions* sets out general and administrative terms, including:

- how we communicate with each other
- how we can change the terms of your *contract*
- how we may disclose your information
- other general terms that apply to your *contract*

## 22 Communications

This clause explains how you and we communicate in connection with this *credit card contract*. The types of communications covered by this clause include instructions, notices, demands, certificates, consents and approvals and all other communications in connection with this *credit card contract*.

### Electronic communications

- 22.1 By activating your card, you consent to us sending communications to you by email to the email address last notified to us by you (or by any other method of electronic communication permitted by law), and we may do this unless otherwise required by law. You understand that by giving this consent:
- (a) paper documents may no longer be given
  - (b) your electronic communications must be regularly checked for documents
  - (c) this consent may be withdrawn at any time by providing notice to us.

## Form

- 22.2 All communications in connection with this *credit card contract* must be in writing. Communications from you must be signed by you.
- 22.3 Email communications must state the first and last name of the sender and are taken to be signed by the named sender.

## Delivery

- 22.4 Communications must be:
- (a) given personally
  - (b) left at the address last notified
  - (c) sent by prepaid ordinary post to the address last notified
  - (d) sent by fax to the fax number last notified, or
  - (e) sent by email to the email address last notified.
- However, communications from us may also be given in any other way permitted by law.
- 22.5 Communications take effect from the time they are received or taken to be received (whichever happens first) unless a later time is specified in the communication.

## When taken to be received

- 22.6 Communications are taken to be received:
- (a) if sent by post, 6 *business days* after posting
  - (b) if sent by fax, at the time shown in the transmission report as the time that the whole fax was sent
  - (c) if sent by email:
    - (i) when the sender receives an automated message confirming delivery, or
    - (ii) 4 hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the recipient is out of office or delivery failed, whichever happens first.

## 23 Termination of your *credit card contract*

- 23.1 You may ask us to close your *account* and terminate your *credit card contract* at any time by calling us, visiting one of our branches, through *online banking*, or our website at **greater.com.au**
- You will still have to pay any fees or charges incurred before you terminated the *credit card contract*.
- 23.2 Before we accept your request under clause 23.1 you must:
- (a) pay all amounts owing under the *credit card contract*
  - (b) provide us with any reasonable information we request to terminate your *credit card contract*.
- 23.3 Upon confirmation of the above, we will then cancel your card and any *additional cardholder's card* and terminate the *credit card contract*.
- 23.4 We will take reasonable steps to ensure that a request by you to terminate your *credit card contract* is given effect as soon as practicable.
- 23.5 After we receive your request to terminate your *credit card contract*, you may continue to be responsible for certain liabilities including:
- (a) *transactions* made before we give effect to the termination of your *credit card contract*

- (b) interest, fees and charges and our reasonable enforcement expenses which will continue to be chargeable on your *account* until the outstanding balance (if any) is reduced to zero.

## 24 General matters

### Anti-money laundering and counter-terrorism financing

24.1 You:

- (a) undertake to provide us with all information and assistance that we request in order to manage our risks relating to money laundering, terrorism financing or economic and trade sanctions, or to comply with Australian law or sanctions (or the law or sanctions of any other country)
- (b) acknowledge that we can close or suspend your *account* and/or delay, block or refuse to process any payment or other transaction in connection with the *account* if:
  - (i) we determine that it is reasonably necessary to mitigate or manage our money laundering or terrorism financing risks or risks of breaching Australian law or sanctions (or the law or sanctions of any other country), or
  - (ii) we know or reasonably suspect that the payment or transaction or the application of the transaction's proceeds will:
    - (A) breach, or cause us or any of our directors, officers, employees or agents to breach Australian law or sanctions (or the law or sanctions of any other country), or
    - (B) allow the imposition of any penalty on us or any of our directors, officers, employees or agents under any such law or sanctions, and
- (c) agree that we may take any action that we reasonably believe is necessary to comply with Australian law or sanctions (and the law or sanctions of any other country).

### Inconsistency

24.2 If there is any inconsistency between the *credit card agreement* and these *credit card terms and conditions*, the *credit card agreement* prevails to the extent of the inconsistency.

If there is any inconsistency between the *credit card agreement* or these *credit card terms and conditions*, on the one hand, and the *account and payment facility terms* on the other, the *credit card agreement* and these *credit card terms and conditions* prevail to the extent of the inconsistency, unless the inconsistency relates to an *access method* in which case the *account and payment facility terms* will prevail to the extent of the inconsistency.

### Effective date of transactions

24.3 We may assign a date on which credit is provided to you under this *credit card contract* that is on or after the date the *transaction* takes place.

### Adjustments

24.4 We may subsequently adjust debits and credits to the *account* so as to accurately reflect the legal obligations of you and us (for example, because of an error or a

dishonour). If we do this we may make consequential adjustments (including to interest charges).

#### **How we may exercise our rights**

- 24.5 We may exercise a right or remedy or give or refuse our consent in any way we consider appropriate including by imposing reasonable conditions.
- 24.6 If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.
- 24.7 Our rights and remedies under this *credit card contract* are in addition to other rights and remedies provided by law independently of it or by any other contract.
- 24.8 Our rights and remedies under this *credit card contract* may be exercised by any of our employees or any other person we authorise.
- 24.9 We are not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy.

#### **Assignment or other dealings**

- 24.10 We may assign, novate, or otherwise deal with our rights under this *credit card contract* in any way we consider appropriate. If we do this, you may not claim against any assignee (or any other person who has an interest in this *credit card contract*) any right of set-off or other rights you have against us. You must execute all documents which in our opinion are reasonably necessary for these purposes.
- 24.11 You must not assign, novate, transfer, or deal with your rights or obligations under this *credit card contract*.

#### **Disclosure of information**

- 24.12 Information you give us (and copies of documents and other information in connection with this *credit card contract*) may be disclosed:
  - (a) to any *additional cardholder*
  - (b) if they are publicly available
  - (c) to any person in connection with an exercise of rights or a dealing, or proposed dealing, with rights or obligations in connection with this *credit card contract*
  - (d) to any assignee, transferee or potential assignee or potential transferee of us
  - (e) to any of our related bodies corporate
  - (f) to any official or authority (including any Federal, State or local government official, authority, statutory body or enforcement agency) that gives us an order or request for the information
  - (g) to our officers, employees, agents, contractors, legal and other advisers and auditors
  - (h) with your consent (such consent not to be unreasonably withheld)
  - (i) if we reasonably believe the disclosure is required by any law, securities exchange or rating agency
  - (j) if we otherwise consider the disclosure appropriate in connection with the operation or administration of this *credit card contract*.

You consent to these disclosures.

## Your details and information

- 24.13 You must tell us as soon as practicable if any of your details change, including your residential or your email address.
- 24.14 You must also tell us as soon as practicable of any other matter which may affect your ability to comply with your obligations under this *credit card contract*.
- 24.15 You must provide us with any information we require about you, including anything required by the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth), and about beneficial owners of you or anyone authorised to act on your behalf.
- 24.16 You must provide us with any information about your financial affairs as soon as practicable after requested by us.

## Variations and waivers

- 24.17 A provision of this *credit card contract*, or a right created under it, may not be waived except in writing signed by the party or parties to be bound.
- 24.18 We may agree to change this *credit card contract* or defer or waive any of these terms and conditions without creating a new contract.
- 24.19 We may change any provision of this *credit card contract* in addition to those specifically mentioned apart from the *amount of credit* or an *annual percentage rate* to the extent that we have agreed it is fixed. We will notify you of changes in accordance with clause 17.3. In making any changes, we will act reasonably.

## Set-off

- 24.20 We may set-off any money we owe you against the amount owing under this *credit card contract*. This applies whether or not the obligation is matured or contingent or even if there is no default.
- 24.21 We may do anything necessary to effect any set-off under this clause (including varying the rate for payment of any amount owing by us to you and making currency exchanges).
- 24.22 These set-off rights apply despite any other agreement we have with you.
- 24.23 You agree to pay us any amount owing under this *credit card contract* fully without deduction or set-off (and irrespective of any counterclaim) whatsoever.

## National Credit Code

- 24.24 Any provision of this *credit card contract* which does not comply with the *National Credit Code* has no effect, and this *credit card contract* will only impose obligations consistent with that legislation.

## GST

- 24.25 If any payment made to us in relation to this *contract* is subject to GST, the amount to be paid will be increased so the amount retained by us after the payment of GST is the same as it would be if no GST were payable in respect of the payment.

## 25 Definitions

The meaning of words printed *like this* and other key words in the *credit card contract* have the following meanings:

**access code** has the same meaning as in the *account and payment facility terms*.

**access method** means any method we make available to you or any person who can tell us to do things in connection with your account to:

(a) give us authority to act on an instruction; and/or

(b) access and/or use, including make or receive payments from or into, your account, including through access to or use of one or more payment facilities.

The access methods that are available with your account are set out in the account and payment facility terms.

**account/loan account** means an account we establish in your name for recording all transactions in connection with this credit card contract.

**account and payment facility terms** means the terms and conditions that apply to your account and/or access method available with your account (as supplemented, amended, updated or replaced from time to time) and that are available on our website at [greater.com.au/termsandconditions](http://greater.com.au/termsandconditions) under the heading 'Deposit and Credit Accounts'.

**additional cardholder** has the meaning given in clause 5.1

**annual percentage rate** means the per annum rate of interest applicable to your account. Different rates may apply to different balance types (i.e purchases, cash advances and balance transfers). The applicable annual percentage rate for each balance type at the disclosure date is stated in your credit card agreement.

**ATM** has the same meaning as in the account and payment facility terms.

**BPAY®** means the electronic payment scheme operated by BPAY Pty Ltd ABN 69 079 137 518 through which you instruct us to make payments to billers who can accept payments made to them through this scheme. (@ Registered to BPAY Pty Ltd ABN 69 079 137 518.)

**balance transfer** means the transfer of an amount owing from an existing credit card to your account.

**balance transfer amount** means the amount you have transferred from an existing credit card to your account and any related interest, fees or charges.

**business day** means a day (not being a Saturday, Sunday or public holiday in that place) on which we are open for general banking business in New South Wales.

**cash advance** means a transaction where you withdraw cash directly from an ATM or at a branch, transfer an amount from the account into another account or receive a cash substitute (such as gambling chips or travellers' cheques).

**cash advance balance** means the amount on your account resulting from cash advances and any related interest, fees and charges.

**contract/credit card contract** means the credit card agreement, these credit card terms and conditions and the account and payment facility terms.

**credit card agreement** means the credit card agreement we issue you together with these credit card terms and conditions.

**credit card facility** means the facility we provide you under this credit card contract to borrow up to the credit limit

**credit card terms and conditions** means this document.

**credit limit** is the maximum amount of credit available on your account.

**disclosure date** is stated in the credit card agreement.



**GST** has the meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

An event has a **material impact** if we reasonably consider that the event has had, or is likely to have, a material impact on:

- (a) your ability to comply with your financial obligations under an arrangement with us, or
- (b) our ability to fully recover from the *secured property* everything you or a security provider owe us.

**minimum credit limit** means \$1,000.

**National Credit Code** means the National Credit Code, contained in Schedule 1 to the *National Consumer Credit Protection Act 2009* (Cth).

**online banking** has the same meaning given to it in the *account and payment facility terms*.

**payment facility** means any payment facility we make available with your *account*. The payment facilities that are available with your *account* are set out in the *account and payment facility terms*.

**person who can tell us to do things in connection with your account** means an authorised person, authorised signatory, benefactor, *additional cardholder* or any other person who is authorised to do things in connection with your *account*

**PIN** has the same meaning as in the *account and payment facility terms*.

**purchase** means each amount charged to your *account* (excluding *cash advances*, *balance transfers* and any fee or charge related to a *cash advance* or *balance transfer*).

**purchase balance** means the amount on your *account* owing from *purchases*.

**statement period** means the period to which your statement relates and which is set out in the statement.

**secured property** means property the subject of a *security*.

**security** means each *security interest* described in the *loan agreement* under "Security", and any substitute or additional *security interest* given in connection with this *contract*.

**security interest** means any *security interest* (including any "security interest" as defined in section 12 of the PPSA), mortgage, charge, lien, pledge, trust, power or other rights given as or in effect as security for the payment of money or performance of obligations. *Security interest* also includes a guarantee or an indemnity.

**security provider** means each person (other than you) who gives a *security*.

**transaction** means a *purchase*, *cash advance* and *balance transfer*.

**Visa** means Visa Inc. or any Visa Inc. group company (including Visa Worldwide Pte. Limited).

**we/us/our** means Greater Bank, part of Newcastle Greater Mutual Group Ltd ABN 96 087 651 992 AFSL and Australian credit licence 238273 and its successors and assigns.

**you/your** means the person identified as such in the *credit card agreement*.

## 26 General interpretation

Headings are for convenience only and do not affect interpretation. Unless the contrary intention appears, in these *credit card terms and conditions*:

- (a) the singular includes the plural and vice versa
- (b) a reference to a document includes any variation, replacement or novation of it
- (c) the meaning of general words is not limited by specific examples introduced by "including", "for example", "such as" or similar expressions
- (d) a reference to "**person**" includes an individual, a body corporate, a partnership, a joint venture, an unincorporated association and an authority or any other entity or organisation
- (e) a reference to a particular person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns
- (f) a reference to dollars, \$ or A\$ is a reference to the currency of Australia and a reference to an equivalent of Australian dollars is a reference to such an equivalent determined by us based on prevailing exchange rates
- (g) a reference to "**law**" includes common law, principles of equity and legislation (including regulations)
- (h) a reference to any legislation includes regulations under it and any consolidations, amendments, re-enactments or replacements of any of them
- (i) a reference to "**regulations**" includes instruments of a legislative character under legislation (such as regulations, rules, by-laws, ordinances and proclamations).



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