

Express Saver Account and Internet and Phone Banking.

Banking Services Terms and Conditions
and General Information.



Effective Date: 1 March 2011

We're closer. **BankSA**

This booklet sets out terms and conditions for the Express Saver Account, along with general information about our banking services.

This booklet does not contain all of the terms and conditions that apply to you. Additional Terms and Conditions are set out in any notice we give you about current interest rates that apply to your Account.

Further information about our products and services is available by visiting our website **banksa.com.au**

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IMPORTANT INFORMATION

SECURITY

The security of your Internet and Phone Banking Security Number and Internet Banking Password is very important as they are comparable to your signature on a cheque. You must make every effort to ensure that your Internet and Phone Banking Security Number and Internet Banking Password, and any record of them, are not misused, lost or stolen.

STOPPING OR ALTERING PAYMENTS

If you believe that you have made a mistake in an Internet Banking or Phone Banking transaction or payment, you must contact us as soon as possible on **1300 555 203** and give full details so that we can locate the transaction and take action.

AUTOMATIC SAVINGS PLAN TRANSFERS

You may stop or alter a transfer that is to be made under an Automatic Savings Plan by asking us before midnight on the Business Day immediately prior to the day the transfer is to be made.

OTHER TRANSFERS

We cannot accept a request to stop or alter other transfers after you have instructed us to make it.

FAULTS AND SERVICE DIFFICULTIES

Please tell us about any service fault or difficulty with our Internet and Phone Banking service by calling **1300 555 203** between 8am and 8pm, 7 days a week.

**Table 1 – Summary of account features and benefits:
Express Saver Account**

Description	Further details	Express Saver Account
Fee-free banking*		
Account fees	Clause 5	Nil
Transaction fees	Clause 5	Nil
Account opening		
Minimum opening deposit		\$1
Minimum ongoing balance		\$0.00
Eligibility criteria apply		X
Accessing your Account		
Funds at call		✓
Internet Banking		✓
Phone Banking		✓
Visa Debit Card		X
BankSA FreedomCard		X
Deposit Only Card		X
Cheque facility		X
Branch		X
Electronic Agency		X
BPAY® /BPAY View		X
Direct credits	Clause 9	✓
Automatic Savings Plans	Clause 8	✓
Packaging and linking		
Include in BankSA Advantage Package		X
Overdraft option		X
Interest offset option		X
Other features and benefits		
Interest paid	Clause 4	✓
Bonus interest		X
Tiered interest rates		X
Balance tiers		X
Statements	Clause 7	✓
Passbook		X
Alerts Services	Clause 16	✓
ATM Mini Transaction History		X
Automatic pension crediting	Clause 10	✓
Telegraphic Transfer		X

* There are no account or transaction fees, but fees may be payable for transactions on your linked account.

SECTION 1 – ACCOUNTS

1. ABOUT THESE TERMS AND CONDITIONS

- 1.1 These terms and conditions apply to your Account.
- 1.2 You should read the Terms and Conditions carefully, along with any other terms and conditions we give you that apply to your Account.
- 1.3 Separate terms and conditions apply to your use of Internet and Phone Banking and Business Banking Online. You can obtain a copy of the terms and conditions for other banking services we offer by:
 - Visiting any branch;
 - Calling our Customer Contact Centre on **13 13 76**;
 - Visiting our website **banksa.com.au**.

2. OPENING AN ACCOUNT

- 2.1 When you open an account with us:
 - (a) you will need to provide any information we reasonably request about you or any other person (such as signatory or beneficiary); and
 - (b) you may give us your Tax File Number (TFN), or quote an applicable exemption. Collection of TFNs by us is authorised by tax law. You do not have to give us your TFN or quote an exemption, but we are required to withhold tax from any interest payments if you do not.
- 2.2 When you open an account with us:
 - (a) you will need to provide any information we reasonably request about you or any other person (such as a signatory or beneficiary); and
 - (b) you may give us your Tax File Number (TFN), or quote an applicable exemption. Collection of TFNs by us is authorised by tax law. You do not have to give us your TFN or quote an exemption, but we are required to withhold tax from any interest payments if you do not.

3 LINKED EVERYDAY BANKING ACCOUNT

- 3.1 You must nominate an everyday banking account to link to your Account for the transfer of funds to and from your Account. The Linked Account must be an “at-call” account held with a financial institution in Australia that is acceptable to us for linking. Contact us on **13 13 76** or visit our website **banksa.com.au** to find out whether an account may be a Linked Account.
- 3.2 You may only withdraw an amount from your Account by transferring that amount to the Linked Account, and not in any other way (e.g. you may not withdraw amounts from your Account through a branch or by cheque). You must ensure that you maintain the Linked Account at all times.
- 3.3 Every holder of the Account must also be a holder of the Linked Account (although there may be additional holders of the Linked Account). For each person who is both the holder of the Linked Account and an Account, that person’s name and address must appear in exactly the same form for both the Linked Account and the Account (e.g. using exactly the same spelling and initials).
- 3.4 Where the Linked Account is held at a financial institution other than BankSA:
 - (a) you must complete a Direct Debit Request for that Linked Account (See Part C of this booklet); and
 - (b) you must provide evidence satisfactory to us that each holder of the Linked Account is genuinely an owner of that Linked Account (such as a statement of account showing the name and address of each account holder).
- 3.5 You may have only one Nominated Account for your Express Saver account and only one Express Saver account for any given Nominated Account.
- 3.6 You may ask us to change your Linked Account by visiting our website **banksa.com.au** or by calling **13 13 76**.
- 3.7 If you have not established to our satisfaction that each holder of the Linked Account is genuinely an owner of that Linked Account, we will not allow any withdrawals from the Account (including against funds transferred from a source other than the Linked Account, such as an automatic pension credit that has been made to your Account).

4 INTEREST

- 4.1 The interest rate that applies on credit balances of your Account for each day is set out in the Interest Rate Brochure current on that day. You can obtain a copy of the current Interest Rate Brochure by:
- calling our Customer Contact Centre on **13 13 76**;
 - visiting our website **banksa.com.au**.
- 4.2 Interest is calculated daily on the balance of your Account at the end of each day, including the day of deposit, but excluding the day of withdrawal. Interest is credited to your Account on the business day after the end of each month.
- 4.3 If tiered interest rates apply to your Account, the interest rate applying to the balance of your Account will depend on the amount of that balance at the time interest is calculated. The tiers and the rates that apply to them for each day are set out in the Interest Rate Brochure current on that day.
- 4.4 If balance tiers apply to your Account, different interest rates may apply to different portions of the balance of your Account. Balance tiers and the rates that apply to them for each day are set out in the Interest Rate Brochure current on that day.
- 4.5 We may change the interest rate and interest tiers that apply to your Account at any time. We will give you notice of any changes (see clause 18).

5 FEES AND CHARGES

The following fees are payable for Alerts Services:

- SMS Alert Fee (Usage Fee applying per SMS to all SMS Alert Services) - \$0.25
- Email Alert Fee - Free
- Dishonour Alert Facility Fee (subscription fee charged monthly) - \$2.00

We may debit these fees to your Account. There are no other account fees and charges or transaction fees payable on your Account. Fees may be payable for transactions on your Linked Account.

6 ADJUSTMENT OF DEBITS AND CREDITS TO YOUR ACCOUNT

- 6.1 We credit payments to your Account as soon as practicable after we receive them. This is not necessarily the same day that we receive the

payment. We do not debit your Account earlier than the date on which the relevant transaction occurs.

- 6.2 We may subsequently adjust debits and credits to your Account, and the balance of your Account, so as to accurately reflect the legal obligations of you and us (for example, because of an error, or because a direct entry payment is dishonoured). If we do this we may make consequential changes (including to the interest payable, or already paid, on your Account).

7 STATEMENTS OF ACCOUNT

- 7.1 We will send you a statement of account for your Account unless some other form of recording transactions is agreed.
- 7.2 If we send you statements of account, we will send them as frequently as agreed between you and us. In any case, we will send them at least every 6 months.
- 7.3 Copies of statements of account are available on request.
- 7.4 You should check the entries on your statement carefully and promptly report any error or unauthorised transaction to us. You can do so calling **13 13 76**.
- 7.5 Records of recent transactions on your Account are available through Internet and Phone Banking.

8 DEPOSITS

- 8.1 You may deposit funds directly into your Account by electronic transfer. It is not possible to deposit cheques or cash directly into your Account (cash and cheques must be deposited into your Linked Account and the funds transferred electronically into your Account).
- 8.2 We may set maximum and minimum amounts for deposits to your Account.
- 8.3 We will decide the order in which payments will be made from any deposit to your Account.
- 8.4 Where the Linked account is held with BankSA, we will make the transfer by debiting the Linked Account and crediting your Account. Amounts transferred to the Linked Account held with BankSA will be available immediately.

It will ordinarily take up to three Business Days before we will treat amounts directly debited as cleared funds that you may transfer out of your Account.

- 8.5 Where the Linked Account is held with a financial institution other than BankSA, we will make the transfer by directly debiting the amount you request under the Direct Debit Request that you give us.
- 8.6 It is your responsibility to ensure there are sufficient clear funds in your Linked Account to cover every transfer from it that you instruct us to make (including an Opening Deposit and deposits made under an Automatic Savings Plan). If you do not, the financial institution where the Linked Account is held (including where the Linked Account is held with BankSA) may charge a fee to the Linked Account, and we may not be able to complete the transfer.

AUTOMATIC SAVINGS PLANS

- 8.7 You may request us to arrange for regular transfers to your Accounts from the Linked Account by setting up an Automatic Savings Plan.
- 8.8 You may set up, change or cancel an Automatic Savings Plan by visiting our website **banksa.com.au** or by calling **13 13 76**.

9 DIRECT CREDITS/SALARY PAYMENTS

- 9.1 Direct credits are automatic deposits of funds into your Account. For example, you may have your salary or other regular payments credited to your Account. You may arrange this yourself. You do not need to arrange this with us.
- 9.2 We are not liable for any payments which you expect to receive, but which you do not receive.
- 9.3 If you wish to cancel or alter your direct credit facilities, you should contact the person who is forwarding the funds to your Account. You do not need to contact us.

10 AUTOMATIC PENSION CREDITING

You may use your Account for automatic pension crediting. Automatic pension crediting means that we will automatically credit any pension you receive from the Government into the Account at no charge to you.

11 WITHDRAWALS

- 11.1 You may only withdraw amounts from your Account by giving us an instruction to transfer funds to the Linked Account through Internet and Phone Banking. We will make the transfer by debiting your Account and crediting the Linked Account.
- 11.2 Where the Linked Account is held with us, transferred funds will be available for withdrawal from the Linked Account immediately (subject to any restrictions on withdrawals applying to the Linked Account).
- 11.3 Where the Linked Account is held with a financial institution other than BankSA, we will make the transfer by directly crediting the Linked Account. Contact the other financial institution to find out when amounts directly credited to their accounts will ordinarily be available for withdrawing.
- 11.4 We may not allow a withdrawal unless we have proof of identity of the person making the withdrawal which is acceptable to us.
- 11.5 We may not allow any withdrawals from your Account if we cannot locate you after having made reasonable efforts to do so.

12 ACCOUNT COMBINATION

- 12.1 You acknowledge our right at law any time without notice to you to set-off or combine any of the balance of your Account with the balance of another of your accounts with us, unless:
 - (a) the accounts are not held by the same person or persons; or
 - (b) we know that the accounts are held in different capacities (e.g. one is held by you as a trustee); or
 - (c) doing this would breach the Code of Operation for Centrelink Direct Credit Payments.
- 12.2 We will give you notice promptly after we combine your accounts.

13 JOINT ACCOUNTS

13.1 The credit balance of a joint Account is held jointly by all Account holders.

This means that each Account holder has the right to all of the balance, jointly with the other Account holders.

13.2 If a joint Account holder dies, the remaining Account holder holds the credit balance, and, if there is more than one remaining Account holder, those other Account holders hold the credit balance jointly.

13.3 The joint Account holders must sign an authority to tell us the method by which they permit operations on the joint Account. Any joint Account holder may ask us in writing to permit operations on the joint Account only if all joint Account holders sign.

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

13.4 The liability of Account holders under an Account held in joint names is joint and several. This means each and all of the Account holders are liable for the whole of the debit balance on your Account.

We can sue all or any of the Account holders for an amount owing on your Account.

14 AUTHORITY TO OPERATE

14.1 You may nominate a person to operate on your Account by completing an “Authority to Operate” form available at our website at **banksa.com.au**.

14.2 We will not allow a person to operate on your Account until their identity has been verified in accordance with our identification procedures.

14.3 We may impose limits on who you may authorise to operate on your Account (such as limits on the number of people authorised to operate on your Account). Each person authorised to operate on an Account must also be either authorised to operate on the Linked Account, or a signatory on the Linked Account.

14.4 If the Account holder is a company, partnership or a trustee:

- (a) for trusts, all trustees must be authorised to operate on the Account;
- (b) for sole director companies, the sole director must be authorised to operate on the Account;
- (c) for companies other than sole director companies, at least two directors, or at least a director and a company secretary, must be authorised to operate on the Account; and
- (d) for partnerships, at least two partners must be authorised to operate on the Account.

14.5 Your Account will be debited with all transactions made on your Account by a person authorised to operate on your Account. Accordingly, you are responsible for all these transactions as if you had made them yourself.

14.6 By signing an Authority to Operate, you instruct us to allow a person to be authorised to operate on your Account and to conduct any transactions on your Account that you could, including:

- (a) making withdrawals; and
- (b) using electronic and other means to access to your Account.

14.7 An Authority to Operate will remain in force until we cancel it, or we receive written notice of cancellation or notice of the death of the person granting the authority and that notice has been processed by us (this may take up to 2 Business Days). Notice of cancellation must be signed by all other Account holders. We may require a new Authority to Operate before we allow further operations on your Account.

14.8 If we are notified of a dispute about an Authority to Operate, or the owner or owners of an Account, we may refuse to allow operations on your Account until all parties concerned have signed any authority we require.

14.9 We are not liable for any loss or damage caused to you by persons authorised to operate on your Account, except where it arises from fraudulent conduct by our agent or employee, or if we are liable under a statute, the Code of Banking Practice or the EFT Code.

14.10 You consent to us giving any person authorised to operate on your Account information about your Account.

15 CLOSING AN ACCOUNT

- 15.1 You may ask us to close your Account. We will not close your Account until all funds have been withdrawn from it.
- 15.2 We may close your Account any time. If we do so we will:
- (a) give you reasonable notice; and
 - (b) repay the amount of any credit balance to you.

SECTION 2 – ALERT SERVICES

16 ALERTS SERVICES TERMS AND CONDITIONS

- 16.1 We can provide you with messages about the status of your Account by email or SMS.
- 16.2 If you are registered for Internet Banking, you may apply through Internet Banking to have Alerts Services activated for your Account. Otherwise, contact us to find out how to apply for Alerts Services.
- 16.3 When you apply to activate Alerts Services you must select the types of alerts you would like to receive.
- We may make a range of different types of alerts available for you to select from time to time.
- 16.4 If we approve your application we will send you a welcome message. **If you have not received the welcome message, Alerts Services have not been activated for your Account.** Contact us on **1300 555 203** if you have not received the welcome message within 48 hours of applying.
- 16.5 We will use the contact details that you give us (such as your email address or mobile telephone number) to provide alerts to you. You must make sure that the contact details you give us are correct.
- Remember that Alerts Services messages will usually contain personal information about you. You should ensure that only appropriate people may access your electronic address or equipment that you use to receive alerts (see clause 16.16).
- 16.6 At all times while Alerts Services are activated on your Account, you must ensure that any equipment, software or service (such as a telephone or

internet service) required to receive the types of alerts you have selected is available to you, working properly, and that you know how to use it to receive and read any alerts that we send. In some cases, an alert that we have sent may not be available to you because of restrictions imposed by your service provider (such as if your mobile telephone service provider deletes SMS messages that you do not retrieve within a certain timeframe). It is your responsibility to ensure you are able to access alerts that we send.

16.7 You must promptly inform us:

- (a) of any change to your contact details; and
- (b) if any equipment, software or services you use to receive alerts is no longer working properly, or is unavailable to you (such as if your telephone service is suspended or cancelled).

16.8 Do not reply to any alert using the address from which we have sent the alert. We will not read or respond to any such reply messages from you.

16.9 Alerts will ordinarily be sent as soon as reasonably practicable after the event that triggers the alert occurs. However, Balance Alerts and alerts arising from transactions processed after 11pm and before 8am will ordinarily be sent at approximately the following 8am.

The provision of alerts at the above times is subject to systems availability. Alerts will be deemed to have been provided to you at the time we send them.

16.10 If you are registered for Internet Banking and you would like to cancel Alerts Services for your Account, you must cancel Alerts Services through Internet Banking. Otherwise, contact us to find out how to cancel Alerts Services for your Account.

16.11 We may suspend or cancel Alerts Services for your Account if we reasonably believe that your contact details are incorrect.

16.12 We may suspend or cancel Alerts Services at any time. We will tell you if we suspend or cancel Alerts Services under this clause.

- 16.13 Alerts are provided for your information only. You should not rely on alerts as evidence of a banking record relating to your account. While we try to ensure the proper functioning of Alerts Services, we do not guarantee the accuracy or provision of Alerts Service messages.
- 16.14 To the extent permitted by law, we are not liable to you or any other person for any loss or damage, including consequential loss or damage, suffered by you or any other person directly or indirectly in relation to our Alerts Services.
- 16.15 Alerts Service messages ordinarily contain personal information, including financial information. Where other people or organisations may have access to an address or equipment that you use to receive alerts (such as where you give us a work email address):
- (a) you consent to the disclosure of your personal information to those other people and organisations who may have access to the address or equipment that you use to receive alerts; and
 - (b) where there are more than one of you, each of you consents to the disclosure of your personal information to other people and organisations who may have access to any address or equipment that you use to receive alerts.
- 16.16 You consent to the disclosure of your personal information to any person or organisation (such as a telecommunications provider) provided it is disclosed for the purposes of sending an Alerts Service message.
- 16.17 We are not liable to you for any fees, charges or expenses imposed by any provider of equipment, software or service you use to receive Alerts Service messages. You should consider putting Alerts Services for an Account on hold while you are outside Australia.

SECTION 3 – GENERAL MATTERS

17 INDUSTRY CODES

17.1 If you are an individual or a Small Business, the relevant provisions of the Code of Banking Practice will apply to the banking services you use. Information is available from us about:

- account opening procedures;
 - our obligations regarding the confidentiality of your information;
 - complaint handling procedures;
 - bank cheques;
 - the advisability of you informing us promptly when you are in financial difficulty; and
 - the advisability of you reading the terms and conditions applying to the relevant banking service.
- Information on current interest rates and standard fees and charges is available on request.

17.2 We warrant that we comply with the EFT Code.

18 CHANGES TO THE TERMS AND CONDITIONS

18.1 The Terms and Conditions can be changed by us at any time.

18.2 We will notify you of any change to the Terms and Conditions in accordance with the times set out in the table below, and in the manner described in clause 19.

18.3

	Type of change or event	How and when we will notify you
A	If we: (a) introduce a new fee or charge (other than a government fee or charge, see clause 19.6); or (b) increase any fee or charge (other than a government fee or charge, see clause 19.6); (c) change the method of calculating interest; or (d) change the frequency that interest is debited or credited; or (e) change the minimum balance to which an account service fee applies; or (f) change the balance ranges within which interest rates interest rates apply to an Account.	At least 30 days before the change takes effect.
B	If we make any other change that affects these terms and conditions.	On or before the day the change takes effect.

19 COMMUNICATIONS

- 19.1 Communications relating to your Account, including statements of account and notice of any changes to the Terms and Conditions, will be given in writing, or in any other way agreed with us.
- 19.2 We may give communications in writing directly or by media advertisement. If you agree, we may also give communications in writing electronically – see clause 19.7).
- 19.3 If we give you written communication directly, we will send it to the most recent address you have given us. Where we send written notice by ordinary mail, we will regard that notice as given 5 business days after we post it.
- 19.4 You must ensure that your contact details are correct and up to date at all times. You must promptly inform us of any change to your name or address. If we cannot locate you after having made reasonable efforts to do so, we may stop operations on your Account until you give us your current contact details.

- 19.5 If your Account is a joint account and all Account holders live at the same address, you agree that one Account holder will be appointed the agent of the other Account holders for the purpose of receiving communications from us under this clause. This means that only one communication will be sent for the Account.
- 19.6 If the government introduces or changes a government charge payable directly or indirectly by you, we will notify you in writing unless the introduction or change is publicised by a government, government agency or representative body. You agree to receive notice in these ways.
- 19.7 If you agree, we may use electronic means to communicate in writing with you. For example, sending you electronic statements, written notices or other communications about our products and services.
- 19.8 We need not give you any notice where a change has to be made to maintain or restore the security of our systems or an Account.
- 19.9 We may require any request from you to be in writing, and in a form acceptable to us.

20 PARTNERSHIPS

- 20.1 If your business is a partnership, you and each other partner in the partnership acknowledges and agrees that:
- (a) each partner is individually liable and jointly liable to us for any amounts owed to us in relation to your Account;
 - (b) any notice or act of any one or more partners binds all of them, whether or not that notice or act is given or done in carrying out the partnership's business or in the usual way for that business; and
 - (c) these Terms and Conditions, and the terms and conditions of the Direct Debit Service Agreement set out in Part C of this document, continue to bind the partners of the partnership notwithstanding the dissolution, or any change at any time in the constitution, of the partnership.

21 YOUR PRIVACY

- 21.1 When you apply for an Account from us, the application form contains a privacy statement which sets out in more detail how we use and when we disclose your personal information in relation to the particular Account.
- 21.2 We handle your personal information in accordance with the privacy statement in the application form for your Account applied for or our privacy brochure, entitled "Protecting Your Privacy". You can obtain a copy of the brochure by:
- visiting any branch;
 - calling our Customer Contact Centre on **13 13 76**;
 - visiting our website **banksa.com.au**.
- 21.3 You agree that we may disclose to a Related Entity:
- (a) information about you that is necessary to enable an assessment to be made of your total liabilities (present and future) to us and that Related Entity; and
 - (b) any other information concerning you, if the Related Entity provides financial services related or ancillary to those provided by us, unless you tell us not to. Please refer to the General Descriptive Information in Part B of this booklet for information about how you may tell us not to disclose information.
- 21.4 We, or any Related Entity to whom we disclose information pursuant to clause 21.3, may disclose information about or provided by you to employees or outside contractors for the purpose of our or the Related Entity's businesses. Any outside contractor to whom we or a Related Entity disclose information will have access to that information only for the purpose of our or the Related Entity's business and will be strictly prohibited from using that information for any other purpose whatsoever.
- 21.5 You agree that we may disclose information about you in those cases where the Privacy Act 1988 (Cwlth) permits disclosure of such information.
- 21.6 If your Account is in more than one person's name, you agree that each person may use your Account and have access to information about your Account without your consent.

- 21.7 You may ask us to provide you with our record of your personal information, your accounts with us, and statements relating to those accounts. We will charge you our reasonable costs of supplying this information. You may request the correction of any of this information concerning you that we hold. We will deal with your request for access to information or correction of information within a reasonable time.
- 21.8 Unless you give us a written instruction not to do so, we may from time to time send you information concerning financial and other services offered by us or Related Entities.
- 21.9 Further, you may from time to time be contacted by representatives of us or Related Entities. Those representatives may be either employees of, or contractors to us or the Related Entity. Any person who contacts you will have access to information about or provided by you only for the purpose of our or the Related Entity's business and will be strictly prohibited from using that information for any other purpose whatsoever.

22 PROBLEMS AND DISPUTES

- 22.1 If you believe an error has been made, please notify us by calling **13 13 76**. We will correct any error that is found to be ours as soon as possible.
- 22.2 If you have a problem or complaint about a Banking Service, you should speak to our Customer Service personnel. You can do this by calling our Customer Contact Centre on **13 13 76**.
- 22.3 To assist us in resolving your problem or complaint, you should:
- (a) report it promptly;
 - (b) state clearly the nature of the problem or your particular grievance; and
 - (c) have available all documents and background information.
- 22.4 If the matter is not resolved to your immediate satisfaction, you can follow the dispute procedures set out below. Please also refer to our "Have your say" brochure for further information about disputes. It is available by:

- visiting any branch;
- calling our Customer Contact Centre on **13 13 76**;
- visiting our website **banksa.com.au**.

- 22.5 You can lodge a complaint at any of our branches or telephone or write to the Manager, Customer Relations at our head office in Adelaide. The relevant details are set out on the back of this booklet.
- 22.6 If we do not immediately resolve your complaint to your satisfaction, we will inform you in writing of our procedures for investigating and handling complaints. We will notify you of the name and contact number of the person who is investigating your complaint.
- 22.7 If it is unclear whether you have contributed to any loss, that is the subject of any complaint you make to us, we will consider all reasonable evidence, including all reasonable explanations for a transaction occurring. The fact that your Account has been accessed with the correct Access Methods, while significant, will not be conclusive evidence that you have contributed to any loss.
- 22.8 We will not require you to raise complaints or disputes in relation to the processing of EFT Transactions with any other party to the shared EFT. Where we have been notified by another party to the shared EFT System, or form the view, that a transaction has been debited or credited incorrectly to your Account, we will investigate. We will make any corrections to your Account we consider appropriate in the circumstances. Any correction will be included in your next statement. We will also notify you as soon as practicable, after reversing an incorrect credit.
- 22.9 If you request, we will provide you with further details about any correction shown on your Account statement.
- 22.10 Normally, we will complete the investigation of your complaint and inform you of the results of our investigation within 21 days of receiving a complaint. Unless there are exceptional circumstances, we will complete our investigation within 45 days.

- 22.11 Where an investigation continues beyond 45 days, we will inform you of the reasons for the delay, give you monthly updates on the progress of the investigation and a date when a decision can reasonably be expected. We will not do this if we have requested a response from you and we are waiting for that response.
- 22.12 We will inform you in writing of our decision relating to an EFT Transaction dispute and, if the dispute is not resolved to your satisfaction, any further action you can take to resolve the dispute. We will inform you in writing of our decision relating to any other dispute, unless we agree with you that the notice can be given verbally.
- 22.13 The next available step is the Financial Ombudsman Service. This is a free, external and independent process for resolving disputes between banks and customers, provided the Ombudsman has the power to deal with your dispute. In addition, if your complaint relates to the way we handle your personal information, you have the right to complain to the Privacy Commissioner. Please refer to our brochure “Protecting Your Privacy”. You can obtain a copy of the brochure by:
- visiting any branch;
 - calling our Customer Contact Centre on **13 13 76**;
 - visiting our website **banksa.com.au**.
- 22.14 If, in relation to an EFT Transaction, we fail to observe these terms and conditions when we allocate liability or when conducting our complaint investigation and dispute resolution procedures and as a result there is an unreasonable delay or the outcome of our investigation is prejudiced, we will accept full liability for the amount that is the subject of the complaint.
- 22.15 There are other external avenues for dealing with disputes. Your State or Territory Government has a consumer rights protection agency such as the Australia Securities and Investment Commission.

23 APPROPRIATE USE OF OUR SERVICES

- 23.1 You warrant that your use of the services we provide will not breach any law of Australia or any other country.

23.2 Where we consider it necessary for us to meet our regulatory and compliance obligations:

- (a) you must provide us with any information we reasonably request;
- (b) we will disclose information we hold to regulatory and law enforcement agencies, other financial institutions, third parties and members of the BankSA Group; and
- (c) we may delay, block or refuse to provide any of our services.

We will not be liable to you or any other person for any loss or damage of any kind that may be suffered as a result of us exercising our rights under this clause.

24 TRADE PRACTICES

Nothing in the Terms and Conditions has the effect of restricting or modifying any rights which by law cannot be excluded, restricted or modified.

25 GST

25.1 We tell you if any fees we charge you are GST inclusive.

25.2 If there is a situation in which we are required to pay GST on a payment you make to us, you agree to increase the amount of the payment to include the GST amount.

25.3 We will tell you of any additional GST amount you must make on a payment.

26 ASSIGNMENT

You cannot assign your rights under the Terms and Conditions.

SECTION 4 – MEANING OF WORDS

“Access Method” means a method we authorise you to use to instruct us through Electronic Equipment to debit or credit an Account.

It comprises the use of one or more components including an Internet and Phone Banking Security Number, Internet and Phone Banking Customer Access Number or Internet Banking Password or combinations of these.

“Account” means an Express Saver Account that you have with us.

“Alerts Service” means the provision of information regarding your Accounts by SMS (SMS Alert) or email (Email Alert) or any other method of transmission as agreed between you and us to your Electronic Equipment provided for in Section 2 of these terms and conditions.

“Automatic Savings Plan” means an instruction to us to regularly transfer funds to your Account from the Linked Account.

“Available Balance” means, in relation to an Account, the funds available for immediate withdrawal from your Account, subject to the Terms and Conditions governing 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.

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

“EFT Code” means the Electronic Funds Transfer Code of Conduct, as amended from time to time.

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

“EFT Transaction” means a transfer of funds initiated by an instruction you give through Electronic Equipment using an Access Method to debit or credit an account.

“Electronic Equipment” includes a computer, terminal, television, fax, telephone.

“GST” means any tax imposed on the supply of any goods, services, real or personal property or other similar things or similar tax.

“Including” or **“such as”** or **“for example”** when introducing an example does not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

“Internet and Phone Banking” means any service we offer from time to time through a communication network (including telephone and the Internet) to enable you to receive information from us and to transmit instructions to us electronically, in relation to an Account or other matters we specify.

“Interest Rate Brochure” means the current interest rate brochure setting out the interest rate that applies to an Account.

“Linked Account” means the linked everyday banking account described in clause 3. We may also refer to the Linked Account as the “nominated account”.

“Related Entity” means a company that is related to us for the purposes of the Corporations Act 2001.

“Small Business” means a business employing:

- (a) less than 100 full-time (or equivalent) people, if the business is or includes the manufacture of goods; or
- (b) in any other case, less than 20 full-time (or equivalent) people,

but does not include a business that obtains an Account or Internet and Phone Banking in connection with another business that does not meet the elements in (a) or (b) above.

“SMS” means Short Message Service.

“BankSA Group” means Westpac Banking Corporation ABN 33 007 457 141 and its related bodies corporate.

“Terms and Conditions” means these terms and conditions and any notice we give you about current interest rates in respect of your Account.

“we” or **“us”** or **“BankSA”** or **“the Bank”** means BankSA – A Division of Westpac Banking Corporation ABN 33 007 457 141 AFSL 233714 ACL 233714 and its successors and assigns.

“you” means the account holder in relation to your Account.

Unless otherwise specified, a reference in this booklet to a time is a reference to that time in Sydney.

PART B – GENERAL DESCRIPTIVE INFORMATION

The following general descriptive information is for the guidance of our customers. This Part B does not form part of the Terms and Conditions of your Account.

The following general descriptive information is not a complete statement of the matters it deals with. Some aspects of the law that it covers are not settled. You should seek advice if you have any query on these matters. Also, we can make available to you general information about our account opening procedures (including information about our identification requirements) and complaint handling procedures.

TAX FILE NUMBER

WHAT IS A TFN?

A tax file number (TFN) is a number issued by the Australian Taxation Office for a taxpayer. It appears on your tax assessment notice.

HOW DO YOU GET ONE?

If you do not have a TFN you can apply for one at the Australian Taxation Office.

QUOTING YOUR TFN

When you open an interest bearing account with us, or make an interest bearing deposit with us, you may quote us your TFN for that investment.

If you choose not to quote your TFN for that account, then unless you are exempt, tax law requires us to take out an amount for tax at the maximum personal marginal tax rate plus Medicare levy rate from any interest income on the account.

We will notify you of the amount that we take out at the same time that we notify you of any interest paid.

EXEMPTIONS

In some cases we do not have to take out tax. Contact the Australian Taxation Office for more information. If

you are in an exempt category of persons, you should notify us to avoid tax being taken out of your account.

JOINT ACCOUNTS

If there is a joint investment by 2 or more persons, each person will only be taken to have quoted if at least 2 of them have either quoted their TFN or are exempt.

If at least 2 of them have TFNs, each person will only be taken to have quoted if at least 2 TFNs are quoted.

PARTNERSHIPS

If the partnership has its own TFN, use this when quoting a TFN. If there is no partnership TFN, follow the rules for joint accounts.

TRUST ACCOUNTS

If you are a trustee and have a trust TFN, use the trust TFN when quoting a TFN. If you do not have one, use your own TFN.

ACCOUNTS HELD FOR CHILDREN

If you are an adult holding an account for a child, you are a trustee. Follow the rules for trust accounts.

HOW TO QUOTE YOUR TFN

If you want to quote your TFN or notify us that you are exempt, forms are available at any of our branches.

PRIVACY

We handle your personal information in accordance with the privacy statement in the application form for the product or service applied for in our privacy brochure, entitled "Protecting Your Privacy". You can obtain a copy of the brochure by:

- visiting any branch;
- calling our Customer Contact Centre on **13 13 76**;
- visiting our website **banksa.com.au**.

COMBINATION AND SET-OFF

We can combine or set-off the balance of two or more of your accounts, even if the accounts are at different branches. This may happen when one of your accounts is overdrawn or is in debit. We will not combine or set-off

your accounts if:

- (a) the accounts are not held by the same person or persons; or
- (b) we know that the accounts are held in different capacities (e.g. one is held by you as a trustee); or
- (c) doing this would breach the Code of Operation for Centrelink Direct Credit Payments.

Under the Code of Banking Practice we must promptly give notice to you if we combine any of your accounts, but we need not do so beforehand.

IF YOU ARE IN FINANCIAL DIFFICULTIES

If you owe us money, we recommend that you tell us promptly if you are in financial difficulty.

JOINT ACCOUNTS

If you have a joint account with another person or persons, you will each be liable equally for any amount due to us on the account, unless the contract with us states otherwise. Usually the contract will state that your liability is both joint and several. This means we can sue all of you or any one of you for the whole of the amount owing.

If you die or become bankrupt, your estate will be liable to the same extent as you were. If you die and there is a credit balance on an account you hold jointly with others, the money does not go to your estate (and so to the beneficiaries under your will) but to the other joint account holders.

It will be up to you and the other joint account holders to say how many of you must sign in order to operate the account. For example, you might arrange with us that each of you has to sign a cheque drawn on the joint account. Alternatively, you might arrange that only one of you needs to sign. This arrangement will be part of your contract with us and may be altered at the request of yourself and the other joint account holders. However, we will normally treat all authorities for operating the joint account as cancelled once we know of your death (and certain conditions have been met) or of your bankruptcy.

Also, regardless of any authorities to operate, any party to a joint account can require us to operate the account only on the signature of all parties. This might be done if there is a dispute between the joint account holders.

CHEQUES

WHAT IS A CHEQUE?

A cheque is a written order to a financial institution (for example, a bank, building society, credit union) to pay a sum of money on demand. Financial Institutions (“FI”) provide cheque forms and generally insist on the use of these forms.

TIME TAKEN FOR CLEARING A CHEQUE

Cheque clearance involves several steps, which may take a number of days. You should ask us for an estimate of the time it will take, if you need to know. The steps are usually as follows:

- (a) first, you deposit in your account a cheque you have received;
- (b) second, we will seek payment of the cheque from the FI on which the cheque is drawn (the two FIs could be the same); and
- (c) third, that FI will pay the proceeds of the cheque to us.

Only then will the cheque be cleared. Normally you will not be able to withdraw the value of a cheque you deposit until the cheque is cleared, even though your account may be credited with the proceeds of the cheque. This rule applies even to cheques made payable to “cash”.

HOW A CHEQUE MAY BE SPECIALLY CLEARED

If you want especially fast clearance of a cheque you can ask us for a special clearance. You should ask for an estimate of the time it will take and the cost. You cannot get a special clearance on overseas cheques.

Our fee for a special clearance covers the extra administrative costs involved in making a special payment request to the FI where the cheque account is held (including a possible courier charge).

WHAT IS THE EFFECT OF CROSSING A CHEQUE?

If you cross a cheque you are telling a FI not to cash it across the counter. The cheque should then be paid to a FI (e.g. into a customer’s account). If a FI does cash the cheque it may be liable for any loss suffered by the true owner.

Crossing a cheque means drawing across the face of the cheque from top to bottom two parallel lines, with or without the words “not negotiable” between them. A crossing may be added by you when you make out a cheque or by any person who obtains possession of your cheque.

WHAT IS THE MEANING OF “NOT NEGOTIABLE”?

The words “not negotiable” between two parallel lines across the face of a cheque mean that, where the cheque is transferred, the person who obtains the cheque has the same rights as the person who transferred it to him or her. For example, your cheque may be stolen and then passed on by the thief to another person. That person may then obtain payment of the cheque. In this example, if the cheque was crossed and marked “not negotiable”, the person from whom the cheque is stolen might recover the amount of the cheque from the person who obtains payment of the cheque, even though that person may not have done anything wrong.

WHAT IS THE MEANING OF “ACCOUNT PAYEE ONLY”?

These words on a cheque are a warning to a FI that the cheque should be paid only to the person named in the cheque as payee.

If that FI credits a different person’s account, it may be liable to the true owner, unless the FI acted in good faith and without negligence (e.g. by making enquiries and receiving a reasonable explanation). The words “account payee only” do not prevent the transfer of a cheque.

WHAT IS THE SIGNIFICANCE OF DELETING “OR BEARER”?

Cheques are generally printed with the words “or bearer” appearing at the end of the line on which you put the name of the person to be paid (you will see this in your cheque book).

The words “or bearer” mean that (except in cases where the cheque is crossed and must therefore be collected by a FI) we have authority to pay the cheque to any person in possession of the cheque, even if that person found it or stole it, unless we have reason to suspect that the cheque might have fallen into the wrong hands.

If you wish to alter this by making the cheque an “order” cheque, the simplest thing to do is to cross out the words “or bearer” which are printed on the cheque. The words “to the order of” may also be inserted before the name of the payee, but if this is done the words “or bearer” must still be crossed out.

If a cheque is an “order” cheque then (except in cases where the cheque is crossed and must therefore be collected by a FI) we should only pay it:

- (a) to the named payee; or
- (b) to any other person to whom the named payee, by endorsing the cheque on the reverse side, has ordered it to be paid.

HOW AND WHEN MAY A CHEQUE BE STOPPED?

You may stop payment on a cheque you have written by notifying us before the cheque is paid by us. Speed is important. You may notify us initially by telephone. This will put a hold on your cheque for a short time until you provide written instructions. You must then notify us in writing to stop the cheque. You can do this at any of our branches. You must identify the cheque clearly by giving the amount, number and date of the cheque and to whom it is payable.

You can tell us to stop a cheque by using Internet and Phone Banking. If you use Internet and Phone Banking to notify us to stop a cheque you do not have to confirm that notice in writing.

We will charge a fee for stopping payment on a cheque. We will inform you of our fee for this service, on request.

REDUCING THE RISK OF UNAUTHORISED ALTERATION

When you write a cheque, you should take care to reduce the opportunity for forgery and fraud. You have a duty to fill out the cheque so as not to mislead us or make it easy for someone else to alter your cheque. You should:

- (a) not leave gaps between the words or figures (if someone alters them cleverly, you may have to pay the altered amount);
- (b) begin the amount in words as close as possible to the left-hand side;
- (c) begin the amount in figures as close as possible to the dollar sign (\$);

- (d) never write a cheque in pencil or ink that can be rubbed out;
- (e) never sign a cheque before it is used or filled out; and
- (f) always write the amount of the cheque in words as well as figures, because words are harder to alter without your authority.

CHEQUES RETURNED UNPAID OR “DISHONoured”

Your cheque may be returned unpaid or “dishonoured” in certain circumstances, such as where:

- (a) there is not enough money in your account or your overdraft is not enough to cover the cheque; or
- (b) there is some irregularity with your cheque, for example your cheque is unsigned, is more than 15 months old, is post-dated (i.e. bears a date that has not arrived), or has been materially altered (e.g. by a change of the amount originally stated in it) and you have not initialled the alteration (some FIs even require a signature); or
- (c) you have instructed us to stop payment of your cheque; or
- (d) we have received notice of your mental incapacity, or of your death (and certain conditions have been met); or
- (e) a court order has frozen your account.

A dishonour fee may be charged by us to meet processing costs. On request, we will tell you how much this fee is.

If a cheque you have deposited is dishonoured, we will inform you. We will also reduce the balance of your account by the amount of the cheque if we have already credited your account with that amount. We may also charge you a fee to cover our administrative costs.

FINANCIAL INSTITUTION CHEQUES

The term “Financial Institution cheque” (which includes a bank cheque) describes a cheque which is to be paid by the Financial Institution itself, rather than from a customer’s account.

Financial Institution cheques are generally treated by the law in the same manner as ordinary cheques.

Although many people regard Financial Institution cheques as cash, you should be aware that in some cases a Financial Institution cheque may not be paid by the Financial Institution that issues it.

To clarify the position, the banks who are members of the Australian Bankers’ Association (including us) have adopted the following policy in relation to bank cheques:

- (a) Forged or unauthorised bank cheques – if the signature of an officer of a bank is forged or placed on a bank cheque without the bank’s authority, the bank is not legally liable on it.
- (b) Bank cheque materially altered – a bank will dishonour a bank cheque which has been fraudulently and materially altered. A bank will co-operate with any holder of a cheque, or a person who is about to receive it, who may want to verify that the cheque is a valid bank cheque.
- (c) Bank cheque reported stolen or lost – where a bank is told that a bank cheque is lost or stolen and is satisfied that this is the case, the bank will not honour it if it is presented for payment by a person who has no right to it. The bank may provide a replacement bank cheque for a fee.
- (d) Court order restraining payment – a bank must observe an order of a court restraining the bank from paying its bank cheque which is presented for payment while the order is in force.
- (e) Failure of consideration for the issue of bank cheque – where a bank has not received payment for issuing a bank cheque to a customer (e.g. the customer’s cheque to the bank in payment for the bank cheque is dishonoured), the bank will refuse to pay the bank cheque only if the person presenting the bank cheque for payment:

- (i) has not given the value for it (e.g. the bank cheque is stolen); or
- (ii) has given value for it but at the time of doing so he or she knew the bank had not been paid for the bank cheque (e.g. that the cheque in favour of the bank had been dishonoured).

We will charge you a fee for the issue, replacement or repurchase of a bank cheque. We will advise you of our fee for this service on request.

PART C – DIRECT DEBIT REQUEST SERVICE AGREEMENT

The following Direct Debit Service Agreement applies to any Direct Debit Request that you give us. This Part C does not form part of the Terms and Conditions of your Account.

Debit User's name and address:

BankSA — A Division of Westpac Banking Corporation
ABN 33 007 457 141 of 97 King William Street,
Adelaide 5000 – Debit User Number 162608.

You have entered or are about to enter into an arrangement under which you authorise us to transfer funds to an account and to make payments to us including but not limited to:

- transfer your opening deposit amount from your Linked Account to your account; and
- transfer specified amount on a regular frequency from your Linked Account to your account according to your Automatic Savings Plan as instructed by you from time to time.

You want to make those transfers and payments by use of the Direct Debit System.

This agreement sets out the terms on which we accept and act under a Direct Debit Request (“your Direct Debit Request”) you give us to debit amounts from your account under the Direct Debit System.

Please keep a copy of this agreement.

It sets out rights you have against us and obligations you have to us, due to giving us your Direct Debit Request.

WHEN YOU AND BANKSA ARE BOUND BY THIS AGREEMENT

You agree to be bound by this agreement when you complete your Direct Debit Request and give it to us.

We agree to be bound by this agreement when we receive your Direct Debit Request complete with the particulars we need to draw an amount under it.

WHAT WE AGREE AND WHAT WE CAN DO

We only draw money out of your Linked Account in accordance with the terms of your Direct Debit Request.

On giving you at least 14 days' notice, we may:

- change our procedures in this agreement; or
- cancel your Direct Debit Request.

You may ask us to:

- stop a drawing under your Direct Debit Request; or
- cancel your Direct Debit Request by: contacting us on 13 13 76 from 8am to 8pm, 7 days a week at least 2 business days before cancellation.

You may dispute any amount we draw under your Direct Debit Request by speaking to one of our Customer Contact Centre Consultants and giving them your transaction receipt number. Call 13 13 76 from 8am to 8pm, 7 days a week.

Also, you may cancel a Direct Debit Request or dispute a drawing with your financial institution.

We deal with any dispute under this agreement according to the procedures set out in your account terms and conditions.

If the day on which you must make any payment to us is not a business day, we draw on your account under your Direct Debit Request on the next business day.

We may cancel your drawing arrangements if three or more drawings are returned unpaid by your financial institution.

We will not disclose to any person any information you give us on your Direct Debit Request, which is not generally available, unless:

- you authorise that disclosure under this agreement;
- you otherwise consent to that disclosure; or
- we are required to disclose that information by law.

WHAT WE AGREE AND ACKNOWLEDGE

You acknowledge that not all accounts held with a financial institution are available to be drawn on under the Direct Debit System.

Before you complete your Direct Debit Request, you will check account details against a recent statement from your financial institution to ensure that you complete those details correctly on your Direct Debit Request.

Please check with your financial institution if you are uncertain about the date it processes an amount, if the date we draw your direct debit request falls on a non-business day.

You may direct:

- any requests to stop or cancel your Direct Debit Request to us or your financial institution; and
- any enquiries relating to any dispute under this agreement to us or your financial institution.

If you dispute any amount we draw under your Direct Debit Request, you authorise us to disclose any information relating to your Direct Debit Request and to any amount we draw under it to the financial institution at which your account is held.

If there is more than one of you, you are bound by this agreement individually and together.

A reference in this Part C to a time is a reference to that time in Sydney.

GENERAL CUSTOMER ENQUIRIES

Call 8am to 8pm, seven days a week on **13 13 76**

EMERGENCY NUMBERS

To report any loss or theft of your ATM Card
or Credit Card, phone:

1800 028 208 (freecall)

24 HOURS – seven days a week

Outside Australia: 612 9553 5883

DISPUTES

If your complaint is not immediately resolved
to your satisfaction, contact:

Manager, Customer Relations

PO Box 399

Adelaide SA 5001

AFTER THIS, IF THE MATTER IS STILL NOT RESOLVED TO YOUR SATISFACTION, CONTACT:

Financial Ombudsman Service (FOS)

GPO Box 3

Melbourne VIC 3001

Telephone: 1300 78 08 08

www.fos.org.au

