

# CASH COVER INDEMNITY GUARANTEE FACILITY

TERMS AND CONDITIONS  
10.2023



# KEY TERMS OF YOUR CASH COVER INDEMNITY GUARANTEE FACILITY

## ABOUT THESE KEY TERMS

The aim of these key terms is to help you understand the key terms of your Cash Cover Indemnity Guarantee Facility. Please note these key terms do not contain all of the terms and conditions of your arrangements. Additionally, they are not a substitute for, and do not form part of, your contract with us. The ANZ Cash Cover Indemnity Guarantee Facility Terms and Conditions that follow on from this page do form part of your contract.

## USING YOUR CASH COVER INDEMNITY GUARANTEE FACILITY

Your request for a Bank Guarantee under the Facility must be made within six months of the date of your Confirmation Letter. To request the Bank Guarantee under your Facility, you must complete and sign an "Indemnity and Application for Undertaking" form and give it to us. You must give us the form at least three Business Days before the date you require us to issue the Bank Guarantee. If we accept your application, we will issue all Bank Guarantees in our standard form unless we agree otherwise.

## PROVIDE US WITH INFORMATION

You need to provide us with the information that we ask for. This may include financial information about you or your business. You only need to provide the information to ANZ in writing, if ANZ asks for it to be in writing.

## IG FACILITY ACCOUNT

You agree to open an IG Facility Account (or any other type of account agreed with ANZ) which will be used for the purposes of securing your IG Facility. The terms and conditions for your IG Facility Account will be provided to you separately. You must always have enough funds in the IG Facility Account to cover the total value of all guarantees issued under the Facility.

You can only close this account once all guarantees issued under the Facility expire, all original guarantees have been returned to ANZ, or have been called in by the favouree.

## **INDEMNITY GUARANTEE FEES**

You must pay the fees and charges related to your indemnity guarantee facility, and any guarantee issued under that facility, as set out in your contract. This includes the Facility Limit Approval Fee, and then a periodic fee called the Indemnity Guarantee Facility Fee or Indemnity Guarantee Fee as per your confirmation letter.

## **HOW DO YOU CANCEL A BANK GUARANTEE OR YOUR INDEMNITY GUARANTEE FACILITY?**

You may cancel a Bank Guarantee at any time by returning the original Bank Guarantee to us. If you do this, you authorise us to cancel your Facility in full.

You may also cancel your Facility in full at any time by returning all original Bank Guarantees issued under it to us. If you do, you must pay all fees and other amounts owing in relation to the cancelled Bank Guarantee or your cancelled Facility.

## **WHAT HAPPENS IF A FAVOUREE MAKES A DEMAND ON A BANK GUARANTEE ISSUED BY ANZ?**

If a named favouree makes a demand on a Bank Guarantee, ANZ will pay the favouree without notifying you beforehand and debit from the IG Facility Account an amount equal to the total value of the Bank Guarantee so paid out.

## **WHAT HAPPENS IF ANZ TERMINATES A BANK GUARANTEE THAT IT HAS ISSUED?**

When you complete an "Indemnity and Application for Undertaking" form you agree that ANZ may terminate a Bank Guarantee at its reasonable discretion. ANZ may do this by paying the named favouree an amount equal to the amount that they could claim from ANZ and debiting from the IG Facility Account an amount equal to the total value of the Bank Guarantee so paid out.

## **CHANGES TO YOUR FACILITY TERMS AND CONDITIONS**

Sometimes we may need to change the terms and conditions of your Facility with us. Generally, we will give you 30 days' notice of a change. We may give less notice in certain instances such as where the change is favourable. If we make a change, you can choose to cancel your Facility by paying us back and satisfying any other obligations you owe us.

## **WHAT HAPPENS AT THE END OF YOUR TERM?**

If the term of your Facility ends you must immediately:

- return all original outstanding Bank Guarantees; or
- provide enough cash to cover all outstanding Bank Guarantees.

## **ANTI-MONEY LAUNDERING AND SANCTIONS**

We are subject to strict anti-money laundering and sanctions regulations. We need to manage our anti- money laundering and sanctions obligations and risk very carefully. This means from time to time we may need to take action including blocking payments or even cancelling your contract.

## **WHERE CAN YOU FIND OUT MORE?**

Your contract has been provided to you and you should read it before you sign anything. Please ask your ANZ business banker or your accountant or lawyer about anything you do not understand.

# CASH COVER INDEMNITY GUARANTEE TERMS AND CONDITIONS

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## 1. INDEMNITY GUARANTEE FACILITY

### 1.1 Application of these Terms and Conditions.

If you are opening an Indemnity Guarantee Facility Account (or any other type of account that you and ANZ agree may be used for the purposes of securing your Indemnity Guarantee Facility) (in any case, the "IG Facility Account") with ANZ, these terms and conditions will also apply immediately.

You should read all terms and conditions provided to you and ask ANZ about any issues that concern you.

### 1.2 Conditions Precedent

ANZ's obligation to make the Indemnity Guarantee Facility (the "IG Facility" or "Facility") available to you is conditional upon ANZ being satisfied that:

- ANZ receives an Indemnity and Application for Undertaking properly executed to ANZ's reasonable satisfaction. This must be given to ANZ no later than three clear business days before the day on which you want ANZ to issue the bank guarantee under the IG Facility ("**Bank Guarantee**"). If you do not want ANZ to issue the bank guarantee in its standard form, you also need to provide ANZ with a form of Bank Guarantee which is acceptable to ANZ, acting reasonably, with details completed and signed by you to confirm content; and
- all the other conditions precedent (if any) have been fulfilled.

### 1.3 Representations Made by You

When you apply for the IG Facility (and for any Bank Guarantee to be issued pursuant to the IG Facility) you represent that each of the following statements is true:

- you have disclosed to ANZ all material matters that you know of which affect:
  - (i) your business, assets or financial condition; and
  - (ii) your ability to perform obligations under any of the documents associated with the IG Facility (the "**IG Facility Transaction Documents**").

You must give ANZ prompt written notice if, after it was made or given to ANZ, a representation or statement made to ANZ or information given to ANZ ceases to be true or becomes misleading.

For the avoidance of doubt, "IG Facility Transaction Documents" means the letter of confirmation of the provision of the IG Facility issued to you by ANZ ("**Confirmation Letter**"), these

Cash Cover Indemnity Guarantee Facility Terms and Conditions, the terms and conditions of your IG Facility Account referred to in clause 2, any other document required in connection with this IG Facility, and any document or agreement that amends any of the same.

#### **1.4 Information**

You agree to provide ANZ with any financial or other information ANZ asks for by the time that ANZ specifies. ANZ agrees that:

- it will only ask you for information which it considers relevant, acting reasonably; and
- it will specify, having regard to the kind of information sought, a reasonable time within which you are to provide the information.

You only need to provide the information to ANZ in writing, if ANZ asks for it to be in writing. If you are a public company, you also agree to provide ANZ with all written information that you give to your shareholders (generally or to any class of them) or to a stock exchange, at the same time as you give it to them.

You agree to not change your name without notifying ANZ at least 10 business days before you proposed to do so.

You agree to notify ANZ as soon as possible if any ABN or ARBN allocated to you (or if you are a partnership, to the partnership) changes, is cancelled or otherwise ceases to apply (or if you or the partnership (as applicable) does not have an ABN, ARBN one is allocated or otherwise starts to apply).

#### **1.5 Costs to be Paid by You**

You agree to pay or reimburse ANZ, on demand, for all costs or losses that we reasonably incur or pay:

- relating to the preparation of any IG Facility Transaction Document;
- relating to giving consents, waivers, variations, discharges and releases, and providing information in relation to any IG Facility Transaction Document;
- when we seek to protect or enforce our rights in connection with any IG Facility Transaction Document;
- when you materially breach your obligations under an IG Facility Transaction Document;

- when you have agreed to us appointing an independent accountant, business valuer or other expert.

You do not need to pay or reimburse us under this section to the extent that the cost or loss arises from negligence, fraud, wilful misconduct or mistake by ANZ or its officers, employees, contractors or agents or any receiver appointed by ANZ.

### **1.6 Different Currencies**

Unless an IG Facility Transaction Document provides otherwise, all payments made under or for the purposes of this agreement or another IG Facility Transaction Document must be made in Australian dollars. Where conversion of one currency to another is required ANZ will apply its standard procedures for currency conversion.

### **1.7 Cancellation of the IG Facility**

You may, at any time, cancel the IG Facility by returning all Bank Guarantee(s) issued under this IG Facility to ANZ and paying any unpaid fees and other amounts in relation to the Bank Guarantee(s). If you do so, you authorise us to cancel your Facility in full. ANZ may at its reasonable discretion cancel a Bank Guarantee and/or the IG Facility by paying out the Bank Guarantee(s) and debiting from the IG Facility Account (as defined in clause 2) an amount equal to the total value of the Bank Guarantee(s) so paid out.

### **1.8 Waiver**

The rights that ANZ has under the IG Facility Transaction Documents cannot be waived except by ANZ giving you written notice waiving the particular right. In particular:

- ANZ does not waive any right that ANZ has in connection with the IG Facility Transaction Documents merely because ANZ does not exercise it, or does not exercise it as soon as ANZ can; and
- if ANZ exercises a right once or partly, it does not mean that ANZ cannot exercise that right again or other rights.

### **1.9 Business purpose**

You agree that the IG Facility must be used wholly or predominantly for business purposes.



## 2. IG FACILITY ACCOUNT

### 2.1 Opening and operating an IG Facility Account

You agree to open an Indemnity Guarantee Facility Account (or any other type of account that you and ANZ agree may be used for the purposes of securing your IG Facility (in any case, the **"IG Facility Account"**) with ANZ.

The terms and conditions for your IG Facility account will be provided to you separately.

You agree to deposit into your IG Facility Account and to ensure it always holds a minimum credit balance in available funds which are at least equivalent in value to the total value of the Bank Guarantee(s) issued under the IG Facility at any time (the **"Amount Deposited"**). The IG Facility Account must be held in your name and not that of a third party, and the funds deposited in IG Facility Account must be held in your own capacity and not in trust.

If ANZ asks, the signatories to the IG Facility Account are to comprise one or more persons nominated by ANZ as a signatory to the IG Facility Account (**"ANZ Signatory"**), and the persons nominated by you (which may include you). ANZ agrees that each ANZ Signatory will be removed when the IG Facility Account is closed in accordance with clause 2.2.

You agree that if ANZ asks, a IG Facility Account may only be operated by at least two signatories at all times, being a signatory nominated by you together with an ANZ Signatory.

As the Amount Deposited secures the IG Facility provided to you by ANZ under the terms of the IG Facility Transaction Documents, you must not, without first obtaining ANZ's written consent:

- withdraw any part of the money in the IG Facility Account; or
- transfer, assign, create or agree to create any security interest under the Personal Property Securities Act (2009) (Cth) (**"PPSA"**) or any other security for the payment of money or performance of obligations in, create any trust or right of set off over or otherwise deal with any of your rights in connection with the IG Facility Account.

### 2.2 Closure of Your IG Facility Account

You or any other authorised person can only close your IG Facility Account when the last remaining Bank Guarantee issued under the IG Facility expires or is called upon or where you choose to cancel the IG Facility in accordance with clause 1.7.

In any case, in the event that the last remaining Bank Guarantee issued under the IG Facility expires or is called upon or where you choose to cancel the IG Facility, ANZ may require you to close the IG Facility Account. ANZ will contact you prior to the closure of the IG Facility Account to confirm this course of action.

Upon closure of the IG Facility Account, ANZ will pay you the credit balance plus deposit interest if any, less any accrued account fees and Government charges at the closing date (if applicable).

For the avoidance of doubt, where the IG Facility has no Bank Guarantees issued under it (e.g. because each Bank Guarantee has been paid out by ANZ), ANZ will pay you any deposit interest if any, less any accrued account fees and Government charges (if applicable).

### **2.3 Authority to appropriate and set-off**

In the event that:

- (a) demand is made on ANZ for payment under any Bank Guarantee issued under the IG Facility or ANZ reasonably apprehends that such demand will be made; or
- (b) ANZ cancels the IG Facility in accordance with clause 1.7; or
- (c) you go into administration, liquidation, receivership or commit an act of bankruptcy,

you irrevocably authorise ANZ at any time to apply all or any part of any credit balance in your IG Facility Account ("**IG Facility Account Balance**") up to the total value of the Bank Guarantee issued under the IG Facility:

- (a) by way of set-off against; or
- (b) in towards payment of,

the liability ANZ has or may have under the Bank Guarantee.

ANZ may do this without telling you first or getting your consent, however we will tell you in writing if we do this. ANZ's right to do this is in addition to any other right that it has.

If the event is that described in clause 2.3(c) above, ANZ's rights to take action may in some cases be restricted by law.

If ANZ assigns a debt (being a debt in or towards payment of which ANZ is authorised by this authority to apply all or any part of the IG Facility Account balance), ANZ may, subject to you being in default under the assigned debt, pay to, or as directed by, the assignee, all or any part of the IG Facility Account balance and any accrued or accruing interest of the IG Facility Account balance in order that the assignee may apply the amount towards payment of the assigned debt.

Your rights in respect of your IG Facility Account are personal to you, and despite anything in these terms and conditions, a purported dealing by you in relation to those rights (including by way of assignment, transfer, mortgage, charge, security interest, declaration of trust or otherwise) will not be effective to give anybody other than you any right or interest in your IG Facility Account as against ANZ.

#### **2.4 Security interest and registration**

The security granted under this IG Facility is a security interest for the purposes of the PPSA. ANZ may, at your expense, apply for any registration or give any notification, in connection with a security interest created under this IG Facility and for whatever class or classes of collateral ANZ reasonably thinks fit. You consent to any registration or notification by ANZ.

#### **2.5 Further steps**

You agree to do anything (such as obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed) which ANZ, acting reasonably, asks and considers necessary for:

- (a) providing more effective security over the IG Facility Account for payment of any liability (whether due now or later and whether actual or contingent) which you may have to ANZ; or
- (b) enabling ANZ to apply for any registration, or give any notification, in connection with a security interest created under the IG Facility Transaction Documents so that the security interest has the priority required by ANZ; or
- (c) enabling ANZ to exercise ANZ's rights in connection with the IG Facility Account.

#### **2.6 Authority to fill in blanks**

You agree that ANZ may, where it is reasonable in the circumstances, complete and fill in any blanks in a document connected with this IG Facility for the purpose of correcting any patent errors, inserting any dates or doing anything else with your consent.

## **2.7 Costs**

Everything you are required to do under this clause is at your expense. You agree to pay or reimburse the reasonable costs of ANZ in connection with anything you are required to do under this clause.

You do not need to pay or reimburse ANZ's costs under this clause to the extent that they arise from the negligence, fraud or wilful misconduct or mistake of ANZ or its officers, employees, contractors or agents or any receiver appointed by ANZ.

## **2.8 Exclusion of PPSA provisions**

You agree that to the extent the law permits them to be excluded by agreement:

- (a) sections 142 and 143 of the PPSA are excluded and ANZ need not comply with the following provisions of the PPSA: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4) and any other provision of the PPSA notified to you by ANZ after the date of the Confirmation Letter; and
- (b) neither ANZ nor any receiver, or receiver and manager need give any notice required under any provision of the PPSA (except section 135).

This clause applies despite any other clause in these IG Facility Transaction Documents.

## 3. GENERAL

### 3.1 Fees

The fees and charges that will be charged to you are set out under the headings “Indemnity Guarantee Facility” in the Confirmation Letter. Unless otherwise specified in the Confirmation Letter, fees incurred will be charged to your nominated account (referred to in your Confirmation Letter) monthly, in advance, commencing on the date the Bank Guarantee is issued by ANZ or such other date as ANZ advises.

Should you fail to nominate an account for this purpose ANZ may at its discretion charge any other account maintained by you with ANZ with those fees and otherwise those fees are payable to ANZ on demand. In the demand, ANZ will give you a reasonable period to pay those fees.

Information on current standard fees, charges and any interest rates is available on request.

### 3.2 Changes we can make to the Terms and Conditions

Sometimes we may need to change these Terms and Conditions. The tables in sections (a), (b) and (c) below set out the changes that we can make from time to time without your agreement. The tables also set out how and when we will notify you of these changes. Each table is subject to the following:

- If any applicable laws or industry codes (such as the Banking Code of Practice) require a minimum notice period or a particular delivery method, then we will use that method and give you at least the notice they require.
- As long as we are not in conflict with those laws or industry codes, we may also give you less notice than specified in the table if it is reasonable for us to manage a material and immediate risk.

In a table, a reference to ‘by advertising in the local or national media’ is notice by advertisement in a national newspaper or in two or more major metropolitan newspapers that in combination circulate generally in each State and Territory of Australia.

## Changes we can make to fees, interest and payments

- (a) The table below sets out changes that can apply to all or a class of customers for a product, or to a class of customers like you.

Type of Change	Method of notice	Minimum number of days' notice of the change
Introduce a new fee or charge (other than a government fee or charge)	In writing	30 days
Change an existing fee or charge (other than a government fee or charge)	In writing or by advertising in the local or national media	30 days, or less if favourable to you
Change how we calculate your fees or charges, or the frequency of, or payment date for, your fees or charges (other than a government fee or charge)	In writing or by advertising in the local or national media	30 days
Change our Available payment methods	In writing or by advertising in the local or national media	30 days
Introduce or change a government fee or charge	In writing or by advertising in the local or national media	Day of change (unless published by a government, government agency or representative body)

- (b) The table below sets out changes that can be made for any individual Customer.

Type of Change	Method of notice	Minimum number of days' notice of the change
Changes that are administrative or correct a mistake, inconsistency or omission	In writing	30 days

## Changes we can make to other terms

- (c) The table below sets out changes that can apply to all or a class of customers for a product, or to a class of customers like you.

Type of Change	Method of notice	Minimum number of days' notice of the change
Changes reflecting our business, communication or technological systems or processes	In writing or by advertising in the local or national media	30 days, or less if:
Changes to comply with any law or any Change in Law, or any decision, recommendation, regulatory guidance or standard of any court, tribunal, ombudsman service, regulator, or any other similar body		<ul style="list-style-type: none"> <li>• favourable to you; or</li> <li>• it is reasonable for us to manage a material and immediate risk.</li> </ul>
Changes that, in our reasonable opinion, are required to protect any person from the risk of fraudulent or illegal activity		
Changes to add, change or remove any of your discounts, benefits or concessions		
Changes to simplify these Terms and Conditions		
Changes to reflect product changes or improvements or to ensure that these Terms and Conditions are consistent with our operational processes		
Changes to discontinue or replace a product, and for this purpose we may change your product to a different product with similar features to the discontinued or replaced product		

Type of Change	Method of notice	Minimum number of days' notice of the change
Changes that are beneficial to you		
Changes that reflect current industry or market practice or conditions		

- (d) **(What are your rights if we change the terms and conditions?)** If we notify you of a change to the terms and conditions under this clause 3.2, you may end the agreed term of your IG Facility: (i) within the applicable notice period; (ii) at any other time permitted under your IG Facility; or (iii) as otherwise agreed between you and ANZ in writing.

If you end the agreed term of your IG Facility under this clause 3.2(d) you must: (i) pay to ANZ any outstanding money in respect of your IG Facility on the day you end the agreed term of the Facility; and (ii) comply with any of your other obligations under a IG Facility Transaction Document (for example, your obligation to first return all Bank Guarantees). The agreed term of your IG Facility will not end until you have complied with these obligations.

### 3.3 GST

Terms used in this clause have the same meaning as those defined in the A New Tax System (Goods and Services Tax) Act 1999 ("GST Act") unless provided otherwise.

If any supply made under or in connection with this

Agreement is subject to GST, the party making the supply ("ANZ") may increase the consideration otherwise provided for by the amount of that GST and recover such additional amount from the party liable for payment of the consideration. This clause does not apply to the extent that the consideration is expressly agreed to be GST inclusive.

If you are required to reimburse ANZ for any costs, the amount must be reduced to the extent that ANZ is entitled to claim an input tax credit in respect of those costs. A party will be assumed to have an entitlement to claim a full input tax credit unless it demonstrates otherwise prior to the date on which the consideration must be provided.



No payment of any amount in respect of GST is required until ANZ has provided a tax invoice or adjustment note, as the case may be, to you. ANZ must provide a tax invoice or adjustment note to you as required by the GST Act.

Any reference in this Agreement to fee, price, value, sales, revenue, or similar amount ("Revenue") shall be a reference to that Revenue exclusive of GST, unless and to the extent that the revenue is expressly agreed to be GST inclusive.

### **3.4 Banking Code of Practice**

If you are an individual or a small business (as defined in the Banking Code of Practice) ANZ is bound by the Banking Code of Practice when it provides banking services to you.

The Banking Code of Practice means the relevant version of the industry code published from time to time by the Australian Banking Association as it applies to ANZ.

### **3.5 Privacy and confidentiality**

ANZ will collect and use information about you during the course of your relationship with ANZ. We explain below when and how ANZ may collect, use and disclose this information.

It is important that the information ANZ holds about you is up to date. You must let ANZ know when information you have provided ANZ has changed.

Unless otherwise stated, this clause applies to individuals and non-individuals (e.g. companies).

#### **Collection, use and disclosure of information**

ANZ may use and disclose the information we collect about you for the following purposes:

- to assist in providing information about a product or service;
- to consider your request for a product or service;
- to enable ANZ to provide a product or service;
- to tell you about other products or services that may be of interest to you;
- to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion or provision of a product or service;
- to manage accounts and perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training, collecting debts and market or customer satisfaction research);

- to consider any concerns or complaints you raise against ANZ and/or to manage any legal action involving ANZ;
- to identify, prevent or investigate any fraud, unlawful activity or misconduct (or suspected fraud, unlawful activity or misconduct);
- to identify you or establish your tax status under any Australian or foreign legislation, regulation or treaty or pursuant to an agreement with any tax authority; and
- as required by relevant laws, regulations, codes of practice and external payment systems.

### **Absence of relevant information**

If you do not provide some or all of the information requested, ANZ may be unable to provide you with a product or service.

### **Information required by law etc.**

ANZ may be required by relevant laws to collect certain information from you. Details of laws that require us to collect information about individuals (personal information) and why these laws require us to collect personal information are contained in ANZ's Privacy Policy and at [www.anz.com/privacy](http://www.anz.com/privacy).

### **Providing your information to others**

ANZ may provide your information to:

- any related entity of ANZ which may use the information to: carry out ANZ's functions and activities; promote its own products and services; assess your application for one of its products or services; manage your product or service; perform administrative and operational tasks (including debt recovery); or comply with regulatory requirements and prudential standards;
- an organisation that is in an arrangement with ANZ to jointly offer products and/or has an alliance with ANZ to share information for marketing purposes (and any of its outsourced service providers or agents), to enable them or ANZ to: provide you with products or services; and/or promote a product or service;
- any agent, contractor or service provider ANZ engages to carry out or assist its functions and activities (for example, mailing houses or debt collection agencies);
- an organisation that assists ANZ to identify, prevent or investigate fraud, unlawful activity or misconduct;
- regulatory bodies, government agencies, law enforcement bodies and courts;

- other parties ANZ is authorised or required by law or court/tribunal order to disclose information to;
- participants in the payments system (including payment organisations and merchants) and other financial institutions (such as banks);
- other credit providers;
- mortgage insurers and any reinsurer of any such mortgage insurer;
- your guarantors (and intending guarantors) and any person who has provided security for your loan
- any person who introduces you to ANZ;
- your referee(s);
- your employer;
- your joint borrower(s) or account holder(s) and
- your authorised agents; your executor, administrator or trustee in bankruptcy; your legal representative; your attorney; or anyone acting for you in connection with your account.

If you are an individual and do not want us to tell you about products or services, phone 13 13 14 or your ANZ Manager to withdraw your consent.

ANZ may disclose information to recipients (including service providers and ANZ's related entities) which are (1) located outside Australia and/or (2) not established in or do not carry on business in Australia. You can find details about the location of these recipients in ANZ's Privacy Policy and at [www.anz.com/privacy](http://www.anz.com/privacy).

### **Credit Reporting**

If you are an individual, you agree that ANZ may obtain information about your credit history and credit worthiness, including credit liabilities, repayments and defaults, from a credit reporting body (including a body that provides information on commercial activity and commercial credit worthiness) and use it to assess any application for credit, to manage your credit and for the purposes of debt collection. ANZ may also disclose information about you to credit reporting bodies.

Information about credit reporting, including the name and contact details of these credit reporting bodies, when ANZ may disclose your personal information to them to include in a report about your credit worthiness, and how you can request

credit reporting bodies not use your information in certain circumstances, is available at [www.anz.com/privacy](http://www.anz.com/privacy).

If you would like a hard copy of this information, please call 13 13 14 or visit any ANZ branch for a copy of ANZ's Privacy Policy.

### **ANZ Privacy Policy**

ANZ's Privacy Policy ([www.anz.com/privacy](http://www.anz.com/privacy)) contains information about:

- the circumstances in which ANZ may collect personal information from other sources (including from a third party);
- how to access personal information and seek correction of personal information; and
- how you can raise concerns that ANZ has breached the Privacy Act or an applicable code and how ANZ will deal with those matters.

### **Collecting sensitive information**

ANZ will not collect sensitive information about you, such as information about your health, without your consent.

### **Personal information you provide about someone else**

If you give ANZ personal information about someone else, please show them a copy of this clause so that they may understand the manner in which their personal information may be used or disclosed by ANZ in connection with your dealings with ANZ.

### **3.6 Anti-Money Laundering**

You agree that we may, without providing you with any notice and without incurring any liability delay, block or refuse to process any transaction, or close your account, if we reasonably consider or suspect that processing the transaction or keeping your account open:

- may break any law or regulation in Australia or any other country;
- involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United Nations, the European Union or any country;
- may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct; or

- may be inconsistent with or prohibited by our anti-money laundering and counter-terrorism financing or sanctions policies. Such policies, which can change from time to time, are designed to help ANZ comply with legal obligations and to identify, manage and mitigate money laundering, terrorism financing and sanctions risks. These policies cover matters such as ANZ's approach to:
  1. customer due diligence;
  2. monitoring transactions for indicators of unusual behaviour and reporting suspicious activities to appropriate authorities; and
  3. transactions that may be connected, directly or indirectly, with sanctioned parties, jurisdictions, products or sectors of economies in certain jurisdictions.

A summary of our anti-money laundering and counter-terrorism financing policy and our sanctions policy is available on [anz.com](http://anz.com) and includes, for example, a current list of relevant jurisdictions.

You must give us all the information we reasonably need to manage anti-money laundering, counter-terrorism financing and/or economic and trade sanctions risk or to comply with any law in Australia or any other country. You agree that we may give any information about you to:

- any law enforcement, regulatory agency or court if we must do this under any law or regulation in Australia or elsewhere; and
- any correspondent (or agent) bank we use to make the payment for the purpose of compliance with any law or regulation.

Unless you have told us that you are a trustee of the account or are acting on behalf of someone else, you warrant that you are acting on your own behalf in entering into this agreement.

You declare and undertake to us that the processing of any transaction by us in accordance with your instructions will not breach any law or regulation in Australia or any other country.

### **3.7 Problem Resolution Procedure**

#### **Making a Complaint**

If ANZ makes a mistake, or ANZ's service doesn't meet your expectations, ANZ wants to know. For more information please visit your local branch, ring the contact centre on 13 13 14 or contact ANZ at [anz.com/your-feedback](http://anz.com/your-feedback).

### **3.8 Disruption to Service**

To the extent permitted by law, we will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under these terms and conditions, if we fail to observe or perform any of our obligations under these terms and conditions because of anything which we could not, with reasonable diligence, control or prevent. This includes acts of God, acts of nature, acts of government or their agencies, strikes or other industrial action, fire, flood, storm, riots, power or network shortages or failures, unexpected system or equipment failure by ANZ or third party, epidemics or pandemics, or disruption by war or sabotage.

### **3.9 Notices**

A notice or demand for payment that ANZ gives to you in connection with the IG Facility will be signed by one of our bank managers, bank officers, by our solicitors or by any agent authorised by ANZ. Any other form of notice or demand need not be signed, unless the law requires it.

ANZ may give you a notice or demand by: (i) leaving it at your address; (ii) by posting it in a prepaid envelope addressed to you; or (iii) where expressly allowed by the IG Facility Transaction Documents, by press advertisement.

The notice or demand will be deemed to have been received by you:

- (i) if ANZ leaves it at your address, when left;
- (ii) if ANZ posts it, on the date it would have been delivered in the ordinary course of post; or
- (iii) if given by publishing it by press advertisement, when it is first published.

Your address is that shown on the Confirmation Letter or the last address for you that ANZ has recorded in ANZ's books.

A notice that you give to ANZ in connection with the Confirmation Letter or the IG Facility must be signed by you or by your authorised representative. You may give such notice by leaving it or by posting it in a prepaid envelope addressed to ANZ. ANZ's address is that shown in the Confirmation Letter. The notice will be deemed to have been received by ANZ:

- (i) if you leave it at ANZ's address, when left;
- (ii) if you post it, on the date it would have been delivered in the ordinary course of post.

Despite the rest of these conditions, ANZ may act in accordance with any instruction in connection with this agreement given to ANZ, orally or in writing, by you or your authorised representative. You agree that, if ANZ acts in accordance with an instruction given in this way, ANZ's act is done with your authority.

### **3.10 Law and Jurisdiction**

This agreement is governed by the law in force in the place where ANZ's office shown in the Confirmation Letter is located. In relation to any proceedings about or in connection with the Confirmation Letter or the IG Facility, ANZ and you agree to submit to the non-exclusive jurisdiction of the courts that have jurisdiction under that law.

### **3.11 Inconsistency**

If there is any inconsistency between the Confirmation Letter, these IG Facility terms and the IG Facility Account terms and conditions then the prevailing terms shall be determined in the following order:

- (a) First, the Confirmation Letter,
- (b) Second, the IG Facility terms and conditions, and
- (c) third, the IG Facility Account terms and conditions and the Specific Conditions for a facility, the Specific Conditions prevail.
- (d) If there is an inconsistency between this agreement and a security, this agreement prevails.

### **3.12 Provisions that are prohibited or unenforceable**

If a provision of these Terms and Conditions is prohibited or unenforceable, then it is only ineffective to the extent that it is prohibited or unenforceable. This does not invalidate any other provision of these Terms and Conditions.

## 4. CONTACT DETAILS

### Postal addresses

#### **ANZ Business Banking**

Speak to your ANZ Manager or call  
1800 801 485 (8am – 8pm)

#### **ANZ Cards**

Locked Bag No.10  
Collins Street West Post Office  
Melbourne VIC 8007

#### **ANZ Personal Banking**

Contact your nearest branch

#### **ANZ Investment Lending**

GPO Box 4338  
Melbourne VIC 3001

#### **ANZ Trustees (V2 PLUS Service Centre)**

GPO Box 4028 Sydney NSW 2001 or  
GPO Box 389D Melbourne VIC 3001.

### Customer Enquiries

#### **ANZ Cards**

13 22 73

#### **ANZ Internet Banking**

13 33 50  
+ 61 3 9643 8833 (International customers)

#### **ANZ Personal Banking**

13 13 14

#### **ANZ Investment Lending**

1800 639 330

#### **ANZ Trustees (V2 PLUS Service Centre)**

13 28 33



**Lost or Stolen Cards, Suspected Unauthorised Transactions or Divulged Passwords**

1800 033 844 or

+ 61 3 9683 7047 (International customers)

(24 hours, 7 days a week).

**Lost, Stolen or Divulged Passwords**

For passwords used on-line and ANZ Security Devices, call 1800 269 242

For all other passwords, call 1800 033 844

(24 hours, 7 days a week)

Ph: + 61 3 9683 7047 (International customers).

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