

# ANZ Visa Business Card Programme Terms and Conditions



Effective 1 July 2017

The applicant described in the Application Form as the Business (the "Principal") hereby applies to Australia and New Zealand Banking Group Limited, Fiji Branch ("the Bank") for an ANZ Visa Business Card Programme ("the Programme") whereby an ANZ Visa Business Card ("Card") will be issued at the request of the Principal to each person ("Cardholder") nominated by the Principal as its agent for the purpose of operating on the Principal's ANZ Visa Business Card Programme Account ("the Principal's Account"). The Principal authorizes the Bank to make any enquiries necessary concerning the Principal's credit from any source in determining whether or not to offer the Programme, and the Principal undertakes to provide only accurate and truthful information in assisting the Bank's enquiries. The Principal acknowledges that should its application be successful, the Programme will be subject to the following terms and conditions ("Terms and Conditions"):

- 1 A card shall be issued and reissued only to a Cardholder pursuant to a written request by the Principal. Each such request shall specify the credit limit required for each card requested and such credit limit when added to the credit limit applicable to any other current Card(s) issued pursuant to the Programme shall not exceed the aggregate limit applicable to the Programme referred to in Clause 8 hereof. The Principal shall exercise due care in preparing and supplying such written request to the Bank and shall be responsible for and indemnify the Bank against any loss, damage, expense, action, liability or claim arising from any error, mistake, negligence or fraud on the part of the Principal or its employees or agents in the preparation and supply of such written request to the Bank.
- 2 A Personal Identification Number (PIN) shall be issued to each Cardholder with a Card pursuant to Clause 1 hereof.
- 3 The Bank shall deliver the Cards and the PINs to the Principal in accordance with standard Bank procedures. The Card and PIN will be forwarded at different times in order to minimize any security risk and such delivery shall always be subject to any applicable law, by-law, regulation or order.
- 4 The Principal shall be responsible for the delivery of the Cards and PINs to Cardholders.
- 5 Each Card issued to a Cardholder shall be subject to the ANZ Credit Card Conditions of Use as updated from time to time ('Conditions of Use'). The Conditions of Use form part of these Terms and Conditions and shall bind both the Principal and the Cardholder accordingly. The Principal shall be liable for any non-observance of the Conditions of Use on the part of the Cardholder.
- 6 Upon receipt of notification of any loss, theft or possible unauthorized use of any Cards or PIN, the Principal shall immediately advise the Bank of such loss, theft or possible unauthorized use. Subject to Clause 6.1, until such time as the Bank is so advised (such advice to be confirmed by prompt written notice) the Principal shall be liable for any unauthorized use of the Card by a person other than the Cardholder to whom it was issued. The Principal shall not be liable for any unauthorized use after receipt of notice by the Bank.
  - 6.1 Where the Cardholder has written or indicated the PIN on the Card or any article normally carried with or stored with Card, allowed another person to use the Card, or voluntarily disclosed the PIN to another person, to use the Card, or voluntarily disclosed the PIN to another person the Principal shall be liable for any unauthorized use of the Card until receipt of notification by the Bank of any unauthorized use.

- 7 The aggregate limit applicable to the Programme ("the Programme limit") is the amount notified to the Principal by the Bank in writing or such other amount as the Bank authorizes from time to time. The outstanding balance of the Principal's Account must not exceed the Programme limit without the Bank's prior written approval. The amount by which such Programme limit is exceeded shall be payable by the Principal on demand.
- 8 The Principal is liable for all credit extended by the Bank on the Principal's Account arising from any use by any Cardholder of the Card with which that Cardholder was issued and from any mail or telephone order or purchases pursuant to a standing authority authorized by any Cardholder to be charged to the Principal's Account. The Principal is also liable for all credit extended by the Bank on the Principal's Account arising from any misuse of a Card by a Cardholder or any other person in the case of any mail, telephone order or purchases pursuant to a standing authority, until such time that the Bank is notified of such misuse. The Bank should be notified immediately in writing of any unauthorized mail, telephone order or standing authority transaction on the Principal's Account to enable that account to be corrected.
- 9 Should a Card be used outside Fiji all charges purchases and/or cash advances will be converted from the currency of the transaction to Fiji currency equivalents as at the dates they are processed by Visa International Services Association.
- 10 The Principal agrees that ANZ may delay, block or refuse to make a payment if ANZ believes on reasonable grounds that making the payment may breach any law in Fiji or any other country and ANZ will incur no liability to the Principal if it does so. The Principal also agrees to declare and undertake to ANZ that any payment of monies in accordance with instructions to ANZ will not breach any law in Fiji or any other country.

The Principal agrees that ANZ may delay, block or refuse to process any transaction without incurring any liability if ANZ suspects that:

- (a) the transaction may breach any laws or regulations in Fiji or any other country;
- (b) the transaction 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 States, the European Union or any country; or
- (c) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.

The Principal shall, and shall procure that the Cardholder provide all information to ANZ which ANZ reasonably requires in order to manage anti-money laundering or counterterrorism financing and economic and trade sanctions risk or to comply with any laws in Fiji or any other country.

- 11 Statements of account for the Principal's Account will be expressed in Fiji currency and shall be issued in respect of the predetermined billing cycle.

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- 12 A certificate signed by an officer of the Bank stating the balance of the Principal's Account will be prima face evidence of the amount of the Principal's liability to the Bank in respect of that account at the date of the certificate.
- 13 Except where and to the extent that it is precluded by legislation from doing so, the Bank reserves the right, and the Principal acknowledges and agrees that the Bank will charge to the Principal's Account all or any Government duties, taxes or charges, now or hereafter imposed whether arising out of issue or use of any Card or charged upon transactions on the Principal's Account, whether or not the Principal is primarily liable for such duties, taxes or charges.
- 14 The Bank is entitled to debit all fees and charges applicable to the Programme to the account(s) specified by the Principal for such purpose or such other account(s) as the Principal may direct in writing or as may be approved by the Bank from time to time ("the nominated account(s)"). The interest rate applicable to the Card is specified in the Letter of Offer sent to the Principal and is shown on the monthly statement of account. Current interest rates, as updated from time to time, are also published on [anz.com/fiji](http://anz.com/fiji). Cash advances will be charged using the daily percentage rate from the date of each advance to the date of full payment. The rate of any other applicable fees and charges shall be advised by the Bank in writing via the Letter of Offer to the Principal upon the commencement of the Programme, and as may be updated from time to time. The Bank may vary the rate or the method of calculation of the annual interest rate, fees and charges at any time but such variation shall not take effect until the expiration of thirty (30) months' notice in writing of its intention to do so.
- 15 Application to vary the credit limit applicable to any Card may be made at any time upon the written request of the Principal, provided that the varied credit limit(s) when aggregated with those of all the other Cards on the issue does not exceed the Programme limit. The requested variation shall be effective at a date being 5 business days following the receipt of the written request by the Bank. (For the purposes of this Clause 14, a business day shall be a day the Bank is open for business). The Bank shall confirm to the Principal in writing the variation of credit limit in the following statement of account. In the event the Bank does not agree to such written request the Bank shall notify the Principal immediately.
- 16 Application to vary the Programme limit may be made at any time upon the written request of the Principal upon the same terms and conditions as apply in Clause 15.
- 17 If the Bank cancels a Card which it may in its absolute discretion do at any time without notice, no further credit will be extended on the Principal's Account by use of the Card. Should a Card so cancelled be used subsequent to its cancellation, the Principal's liability in respect of that Card will continue until receipt of the Card by the Bank. In the event the Bank cancels a Card pursuant to this Clause 17, the Principal must ensure the Card is not used and must cause the Card to be returned to ANZ cut diagonally in half (including any chip on the card).
- 18 If the Principal requires cancellation of a Card the Principal shall immediately advise the Bank by calling 132 411. The Card must be returned to the Bank after having been cut as described in Clause 17. The Principal's liability for Cardholder's use will not cease until the receipt of the Card by the Bank.
- 19 The Principal will indemnify the Bank and hold it harmless from any claims, losses, damages, liabilities, costs or expenses (including all legal fees) arising from a claim against the Bank for wrongful cancellation of the Card if the Principal has requested that cancellation.
- 20 The Bank may terminate the Programme at any time upon 30 days' written notice to the Principal whether or not the Principal is in default of any of the terms and conditions thereof. In such event all Cards will be cancelled from the date so notified to the Principal's Account and no further credit will be extended on the Principal's Account and the Principal will cause Cards so cancelled to be returned to the Bank immediately, after cutting in the manner described in Clause 17. Should Cards so cancelled be used subsequent to their cancellation, the Principal's liability in respect of those Cards will continue until receipt of the Cards by the Bank.
  - 20.1 The Principal may terminate the Programme at any time by providing written notice to ANZ and returning all Commercial Cards cut diagonally in half (including any chip on the card).
- 21 Where the Principal constitutes more than one party, the liability of each such party under the Programme shall be joint and several.
- 22 Subject to Clause 22.1 and 22.2 hereof only the Principal shall communicate with the Cardholder. The Principal shall be responsible for the distribution and delivery of the Card from the Cardholder, notification to the Cardholder of Conditions of Use, notification of variation of credit limit applicable to any Card, notification of variation of Conditions of Use provided such variation has been notified to the Principal in accordance with Clause 24 hereof and any other notification in respect of the Card which may be reasonably required by the Bank.
  - 22.1 The Bank may communicate with a Cardholder in respect of any loss, theft or possible unauthorized use of the Card or any cancellation of the Card by the Bank pursuant to Clause 20 hereof.
  - 22.2 The Bank may prepare and supply to the Principal from time to time for issue to Cardholders copies of Conditions of Use and any subsequent variation made to the Conditions of Use by the Bank in accordance with Clause 24 hereof together with any other documentation in respect of the card which the Bank considers necessary or seems to be necessary to issue to Cardholders.
- 23 The Principal agrees to indemnify and hold the Bank harmless from and against any and all action, claims damages, losses, costs (including legal costs), and liabilities whatsoever which the Bank may suffer or incur as a result of the Principal's breach of Clause 22.
- 24 The Terms and Conditions of the Programme and/or Conditions of Use of the cards may be varied at any time by the Bank on notifying the Principal in writing. Proof of posting of a letter to the latest address recorded with the Bank of Principal will be prima facia proof that such notification has been given of the variation at the time that the notice would have been delivered in the ordinary course of post. Further such notification to the Principal will be prima facie proof that the Cardholder has been notified of the variation at the date being 2 days after notification to the Principal pursuant to this Clause 24.

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- 25 The Principal agrees that where it designs or produces promotional, advertising or any other material whatsoever which refers to the Bank whether by name or in any other manner, such material shall not be issued unless the Bank has given approval in writing for the use of the material, which approval shall not be unreasonably withheld.
- 26 The Principal will not use the name or logo of Visa International or the name or logo of the Bank in any material without obtaining the prior written consent of the Bank.
- 27 The Bank will not use the name or logo of the Principal in any material without the prior written consent of the Principal.
- 28 The terms and conditions contained in this document shall be governed by and construed in accordance with the Laws of Fiji.