

# ANZ FARM MANAGEMENT DEPOSIT ACCOUNTS TERMS AND CONDITIONS

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# Introduction

## References to ANZ

In these Terms and Conditions, 'ANZ' means Australia and New Zealand Banking Group Limited ABN 11 005 357 522 and its related entities.

## Read Your Terms and Conditions

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

If you have any questions or require further information about any ANZ account, simply ask at any ANZ branch or phone ANZ's Customer Service Centre on 13 13 14, 24 hours a day, 7 days a week. Information on current fees, charges and interest rates is available on request.

ANZ offers two different types of Farm Management Deposit Account – the Variable Account and the Fixed Term Account. The following terms and conditions set out how both of these accounts work.

Where indicated, specific terms apply to each type of account. You should read these terms and conditions carefully to determine which Farm Management Deposit Account best suits your needs. Where these terms and conditions refer to an ANZ Farm Management Deposit Account it is a reference to both the Variable and the Fixed Term Account types.

***This document must be read in conjunction with the "ANZ Personal Banking General Fees and Charges", any "ANZ Commercial Account Authority" and any "ANZ Farm Management Deposit (FMD) Acknowledgment and Agreement Form". Together they form your Terms and Conditions for the above product.***

### Not Independent

ANZ cannot refer to itself as 'independent', 'impartial' or 'unbiased' in relation to personal advice it provides because:

- ANZ is the issuer of some of the financial products it advises on;
- ANZ advisers can only advise on products and services approved by ANZ (which includes products issued by ANZ); and
- ANZ may receive remuneration from product issuers in respect of some products or services.

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## Section 1

### Special Terms and Conditions

Federal Law requires that the terms and conditions for the ANZ Farm Management Deposit Accounts include these special terms and conditions that must be observed for deposits made to the account to qualify as Farm Management Deposits under Federal Law.

The Federal Farm Management Deposit Scheme allows eligible Primary Producers to set aside pre-tax income in profitable years to establish cash reserves to help meet costs in low-income years. Generally, provided that specified conditions are satisfied, a deposit into a Farm Management Deposit account is deductible for income tax purposes in the year in which the deposit is made (note the deduction cannot exceed the primary production income for that year). Where amounts are withdrawn from the account, the amount of the deduction previously allowed should be included in your assessable income for tax purposes in the year in which the withdrawal is made.

Where you are required to pay income tax instalments under the Pay As You Go ('PAYG') regime, deposits made to the Farm Management Deposit Account may result in a reduction to the Primary Producer's instalment income for the relevant period. Withdrawals from the Farm Management Deposit Account should be included within the instalment income for the period in which the withdrawal is made. Accordingly, deposits and withdrawals may impact the tax instalments that are payable for PAYG purposes.

You must read this section very carefully and must always comply with these special terms and conditions. If you breach these special terms and conditions, deposits to your ANZ Farm Management Deposit Account may not qualify as Farm Management Deposits under Federal Law. This may have significant tax consequences for you. It is you, and not ANZ, who is responsible for ensuring that you comply with these terms and conditions. Accordingly, ANZ recommends that you seek your own independent taxation or financial advice in relation to the ANZ Farm Management Deposit Account.

You must be a Primary Producer (with taxable non-primary production income of \$100,000 or less or other amount as amended by the Federal law from time to time) at the time of making a Farm Management Deposit to your ANZ Farm Management Deposit Account. Your ANZ Farm Management Deposit Account can only be opened in your name and cannot be held jointly, or otherwise, with any other person. Your ANZ Farm Management Deposit Account cannot be opened by a person in trust for a beneficiary, unless the beneficiary is presently entitled to a share of the income of the trust estate and is under a legal disability. The account cannot otherwise be opened by a person in his or her capacity as trustee.

The total amount of Farm Management Deposits standing to the credit of your ANZ Farm Management Deposit Accounts together with any other Farm Management Deposit accounts you may hold with other Authorised Deposit taking Institutions (ADI) must not exceed \$800,000 at any time. If you withdraw the whole or any part of a deposit made to your ANZ Farm Management Deposit Account within 12 months after you deposited it into your ANZ Farm Management Deposit Account, the amount withdrawn, or the entire deposit, (whether in the case of either a full or partial withdrawal), may be taken to never have been a Farm Management Deposit unless:

- the deposit was made with ANZ as a result of a transfer of a Farm Management Deposit from another financial institution, in which case you may withdraw the money 12 months after the applicable depositing day; or
- you die, become bankrupt or cease to be a Primary Producer for at least 120 days (in which case the deposit must be repaid); or
- the withdrawal comprises an electronic transfer of your Farm Management Deposit in your ANZ Farm Management Deposit Account made by ANZ (in accordance with your written request) to another financial institution which has agreed to accept the funds as a Farm Management Deposit; or
- at the time of the withdrawal, the primary production business was in receipt of Commonwealth natural disaster relief and recovery arrangements as specified in the Income Tax Assessment Regulations (as amended from time to time).

- The land on which the primary production business is carried on is experiencing severe drought conditions as defined for the purposes of the Income Tax Assessment Act and Income Tax Assessment Regulations (as amended from time to time).

If a partial withdrawal is made under any other circumstances within 12 months of the deposit, the Farm Management Deposit status will only be denied to the extent of the amount withdrawn. The balance, provided it is greater than \$1,000, will continue to be a Farm Management Deposit and the 12 month requirement will continue to apply to this amount.

The amount of the repayment of the deposit must be at least \$1,000, except where the entire amount of the deposit is repaid.

As of 29 November 2011, Primary Producers are allowed to hold Farm Management Deposit accounts with more than one Authorised Deposit Taking Institution (ADI). It is the responsibility of the Primary Producer to ensure that the sum total of Farm Management Deposit balances they hold with all ADIs is not more than \$800,000 at any time. You must not transfer or attempt to transfer your rights in respect of Farm Management Deposits made to your ANZ Farm Management Deposit Account to any other person.

You must not create a charge or other encumbrance over Farm Management Deposits made to your ANZ Farm Management Deposit Account as security for an amount payable by you or any other person to ANZ or to any other person. Amounts that would otherwise accrue as interest or other earnings on Farm Management Deposits made to your ANZ Farm Management Deposit Account may be used to reduce your liabilities to pay interest to ANZ in respect of your loans or other debt only if ANZ agrees to offer you an eligible offset account and you maintain that account in accordance with its terms.

Interest or other earnings on Farm Management Deposits made to your ANZ Farm Management Deposit Account may not be invested as a Farm Management Deposit without having first being paid to you.

If you request it in writing, ANZ must electronically transfer Farm Management Deposits made to your ANZ Farm Management Deposit Account to another financial institution that has agreed to accept the funds as Farm Management Deposits. ANZ may not



deduct from Farm Management Deposits made to your ANZ Farm Management Deposit Account, any administration fee or other amount required by ANZ to be paid in respect of your Farm Management Deposit or otherwise. Any fee or charge payable on the Farm Management Deposit account will be charged to a separate account as agreed at the time of opening the Farm Management Deposit. Generally, this is the same account into which interest earned on the Farm Management Deposit is paid to.

**The minimum initial Farm Management Deposit to your ANZ Farm Management Deposit Account is as follows:**

ANZ Farm Management Deposit Variable Account	\$1,000
ANZ Farm Management Deposit Fixed Term Account	\$1,000

## Section 2

### Application of these Terms and Conditions

If you are opening a new account, these terms and conditions will apply immediately. Other terms and conditions, including those implied by law, apply. To the extent of any inconsistency, these terms and conditions shall prevail to the extent permitted by law. You should read all terms and conditions provided to you and ask ANZ about any issues that concern you.

## Section 3

### How to Open an Account

Under Federal Government law, we must verify the identity of all account holders, and anyone authorised to act for them. For us to do this you and anyone authorised to act for you must satisfactorily meet ANZ's Customer Identification Process.

Depending on your business and/or structure you will be required to provide certain documents and information to ANZ.

For information relating to the documents required please contact any branch or speak to your ANZ Manager.

If you, or signatories to the account, are not identified in terms of the law, the account will be blocked for all withdrawals until the requirements are satisfied.

If you are an existing customer, or account signatory, identification requirements may have previously been satisfied so you don't need to provide the information again, unless you are asked to do so by us.

## **Section 4**

# **Operating Your ANZ Farm Management Deposit Account**

### **Authority for Account Operation**

ANZ Farm Management Deposit Accounts can only be opened under an individual name. However under specific circumstances, you can nominate a person, in writing, to operate your account on your behalf. Except where expressly provided, ANZ can act at all times on the basis that the authorised operator or operators can act fully and effectively in all dealings, matters and transactions in respect of the account. You are responsible to ANZ for all liability that is incurred as a result of operations on the account. If you wish to alter the account authorisation instructions then you must notify ANZ in writing.

### **Deposits**

There is a minimum initial deposit of \$1,000 for the ANZ Farm Management Deposit Variable Account, and a minimum initial deposit of \$1,000 for the ANZ Farm Management Deposit Fixed Term Account.

You may make additional deposits to your ANZ Farm Management Variable Deposit Account in person at any ANZ branch, or by arranging a direct debit from another account. Each new deposit made to your ANZ Farm Management Variable Deposit Account is a separate deposit, and must separately comply with the requirements under Federal law and these terms and conditions.

### **Combining Farm Management Deposits**

A new Farm Management Deposit account will need to be established upon any request to combine Farm Management Deposit accounts. You need to have held the FMD accounts being combined for a minimum of 12 months before combining into a single FMD account. We recommend that you obtain independent tax advice

before making an application to combine FMD accounts.

You cannot make additional deposits to your ANZ Farm Management Deposit Fixed Term Account during the term of the investment.

### **Withdrawing or Transferring Money**

#### **a) ANZ Farm Management Deposit Variable Accounts**

Withdrawals from your ANZ Farm Management Deposit Variable Account may be lodged over the counter at the ANZ branch at which your account is held. If you wish to lodge a withdrawal at an ANZ branch that is not the one where your account is held, ANZ may require you to provide satisfactory identification. You can elect to have withdrawals from your account paid to you in cash, by bank cheque or by a direct credit to an account nominated by you. Except where the entire amount of a Farm Management Deposit is repaid, the minimum amount of a withdrawal from your ANZ Farm Management Deposit Variable Account is \$1,000.

#### **b) ANZ Farm Management Deposit Fixed Term Accounts**

If you wish to withdraw all or part of the funds credited to your ANZ Farm Management Deposit Fixed Term Account before its maturity date, you require ANZ's agreement. Any request must be made in writing. If ANZ agrees to an early withdrawal, then ANZ will be entitled to reduce the interest rate payable on your account.

Where ANZ agrees to an early withdrawal the following early redemption structure will apply. An administration fee of \$30 will be charged and the money you withdraw early will incur an interest rate reduction based on the percentage of the original term that has elapsed, as illustrated below. The administration fee and interest penalty charges (if any) will be charged to the nominated account as detailed in Section 1 of this document.

<b>% of Term Elapsed</b>	<b>Interest Rate Reduction</b>
0 to less than 20%	90%
20% to less than 40%	80%
40% to less than 60%	60%
60% to less than 80%	40%
80% to less than 100%	20%

The money you leave in the account will continue to earn the interest rate originally agreed provided it meets the minimum balance requirements. If the amount remaining after a partial withdrawal would be less than the minimum allowed for an ANZ Farm Management Deposit Fixed Term Account, then the whole balance must be withdrawn. No interest adjustment will be made where an ANZ Farm Management Deposit Fixed Term Account is repaid before maturity following the death of a depositor.

For all ANZ Farm Management Deposit Accounts ANZ must repay all deposits if you:

- die;
- become bankrupt; or
- cease to be a Primary Producer for at least 120 days.

If you make a request to ANZ in writing and provide ANZ with any information and assistance that it requires, ANZ must transfer a Farm Management Deposit by electronic means to another ADI that has provided written advice that it agrees to accept the deposit as a Farm Management Deposit. ANZ may allow you to make withdrawals or debits to your account in other ways, subject to the restrictions on withdrawals in Section 1.

### **Failure to Quote Your Tax File Number /Australian Business Number**

It is not compulsory to provide your TFN and it is not an offence if you decline to do so however in the event that you have not quoted your TFN or ABN (or exemption) to ANZ, ANZ will be required to deduct and remit withholding tax at the highest marginal

rate plus Medicare levy on the interest earned, and withdrawals of principal amounts, in respect of your Farm Management Deposit Account.

The processing time to deduct the withholding tax and credit the remaining funds from your total withdrawal amount will be up to two business days. The processing time of two business days also applies to any refund of withholding tax deducted from your account, when you subsequently supply your TFN in the same tax year it was deducted.

### **Account Fees**

ANZ must not deduct from a Farm Management Deposit whether at the time it is made, while it is with ANZ or at the time of its repayment any administration fee or other amount required by ANZ to be paid in respect of the Farm Management Deposit or otherwise. Where a withdrawal is requested by you by bank cheque, a fee for that bank cheque may apply (it is payable on demand). If ANZ fails to collect a fee to which it is entitled, ANZ has not waived its right to collect the fee for future transactions of the same nature. ANZ may waive fees under certain conditions. Information on all current standard and special fees and charges is available on request at any ANZ branch or by obtaining a copy of our booklet 'ANZ Personal Banking General Fees and Charges'.

### **Changes to Fees and Charges and Interest Rates**

The table below sets out how and when ANZ will notify you of changes to the terms and conditions of your account relating to fees, charges and interest. In the table, a reference to notice in writing is to notice by any notification method allowed by these terms and conditions and a reference to notice by press advertisement is to 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.

ANZ may make the following changes:

	Minimum Number of Days Notice	Method of Notice
Introduce a new fee or charge	30 days	In writing
Increase an existing fee or charge	30 days	In writing or by press advertisement
Change the method by which interest is calculated or the frequency with which interest is debited or credited	30 days	In writing
Change the interest rate that applies to your account	Day of change	In writing or by press advertisement
Change the name of interest rates, accounts or publications	Day of change	In writing or by press advertisement

The rights mentioned above should be read as if they are each a separate right of ANZ even though they are set out in the one table.

### Changes to Other Terms and Conditions

ANZ may make any other change to the terms and conditions of your account by giving you reasonable notice of the change. If we reasonably consider a change is unfavourable to you, we will give you prior notice of at least 30 days. We may give you a shorter notice period, which may include notice on the day the change takes effect, if we reasonably consider:

- the change has a neutral effect on your obligations;
- the change reduces your obligations; or
- providing a shorter notice period is necessary for us to:
  - avoid or reduce a material increase in our credit risk or loss; or
  - comply with legal or regulatory requirements.

We may give you notice of the change by any notification method allowed by these terms and conditions or by any advertisement in a national newspaper or in two or more major metropolitan newspapers that in combination circulate generally in each state and Territory in Australia.

Despite this clause, we will always give you notice in accordance with any applicable law or industry codes (such as the Banking Code of Practice), or any other terms and conditions applicable to your account which require any minimum notice periods or specific methods of notification.

If you are unhappy with a proposed change to the terms and conditions, you have a right to exit your agreement by closing your account in accordance with the applicable terms and conditions in this booklet.

### **Notices**

Without limiting any other provision of the terms and conditions of your account that allow for another form of notice, ANZ may give any statement, notice or other document (including a statement of account, a notice about your account or notice of a change to the terms and conditions of your account) to you in connection with your account personally, or by sending it by mail or, unless prohibited by law, by electronic methods. Each of these methods of delivery will be considered to constitute written notice.

For the purposes of providing such written notice, ANZ will rely on your contact information shown in its records.

Electronic methods used may include (but are not limited to) sending the document to your Electronic Address, or publishing the document on ANZ's website or in ANZ Internet Banking or ANZ Internet Banking for Business and giving you notice personally, or by sending the notice to you by mail or to your Electronic Address, when the document is available.

Where ANZ sends you a document by mail, or gives notice to you by mail that a document has been published on ANZ's website or in ANZ Internet Banking or ANZ Internet Banking for Business, you are deemed to have received the document on the seventh day after mailing.

Where ANZ gives a document to you by sending the document to your Electronic Address, or by sending a notice to your Electronic Address that the document has been published on ANZ's website or in ANZ Internet Banking or ANZ Internet Banking for Business, you are deemed to have received the document on the day after the day on which the document or notice is sent to your Electronic Address.

For the purpose of these terms and conditions, 'Electronic Address' includes your email address or mobile telephone number as shown in ANZ's records, or a notification or message sent in ANZ Internet Banking, ANZ Internet Banking for Business or ANZ's mobile phone banking application.

## **Interest**

Details of current interest rates applicable to your account are available:

- by contacting the Agri Business Banking Line Freecall on 1800 462 474 8am to 8pm, Monday to Friday; or
- at any ANZ branch; or
- on **[www.anz.com](http://www.anz.com)**

Interest on Farm Management Deposits to your ANZ Farm Management Deposit Account cannot be invested directly as a Farm Management Deposit without first being paid to you. Amounts that would otherwise accrue as interest or other earnings on Farm Management Deposits made to your ANZ Farm Management Deposit Account may be used to reduce your liabilities to pay interest to ANZ in respect of your loans or other debt only if ANZ agrees to offer you an eligible offset account and you maintain that account in accordance with its terms.

## **Interest Calculations**

### **a) ANZ Farm Management Deposit Variable Accounts**

Interest will be calculated on the daily closing balance of your ANZ Farm Management Deposit Variable Account and paid to you monthly, based on your account opening date or other date nominated by ANZ. The interest rate is tiered. This means that if the balance in your ANZ Farm Management Deposit Variable Account is above a certain level, then a higher rate of interest will be paid on the whole balance. The interest rate is variable. The daily interest rate is the annual rate divided by 365.



## b) ANZ Farm Management Deposit Fixed Term Accounts

ANZ Farm Management Deposit Fixed Term Accounts can be opened for any term between three months and three years. In some cases, we may agree to a shorter term (no less than 7 days) or a longer term. Interest is paid annually and at maturity.

Interest is calculated on the opening balance of your account. The rate of interest is fixed for the term of your deposit. ANZ will advise you of the interest rate for the particular term that you have chosen at the time you make the deposit. Interest accrues daily and the daily interest rate is the rate fixed for the term of your deposit divided by 365. Interest is not compounded. On the maturity of your ANZ Farm Management Deposit Fixed Term Account, if for any reason ANZ does not have any instructions from you as to what should happen to your funds, ANZ will reinvest them in the same type of ANZ Farm Management Deposit Fixed Term Account as you initially chose. Normally ANZ will ask you at the time you open your ANZ Farm Management Deposit Fixed Term Account for instructions about what to do with your funds on maturity.

### **Interest Payments**

Interest on all of your Farm Management Deposits will be credited to an ANZ account:

- other than your ANZ Farm Management Deposit Account;
- that you hold; and
- that you have nominated in writing to be the account to which interest on all of your Farm Management Deposits is to be paid.

If we have not received written instruction from you as to which account interest on your Farm Management Deposit is to be paid to, then interest will be paid to you by cheque and will be sent to your mailing address we have on file.

### **Statements**

ANZ will issue statements for your ANZ Farm Management Deposit Variable Account at least once every six months. If there are errors or unauthorised transactions shown on your statement you must contact ANZ as soon as possible.

For ANZ Farm Management Deposit Fixed Accounts, a Record of Investment will be issued to you at the time of opening your account and also when its rolled after maturity. A statement will also be issued at least once every six months.

You must carefully review your statements so you are aware of the status of your account. If you believe there are errors or unauthorised transactions shown on your statement, you must contact ANZ as soon as possible.

### **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.

### **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); and
- your adviser; 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 do not want us to tell you about products or services, phone 13 13 14 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**

ANZ may also disclose personal information, including information about your other credit liabilities, repayments and defaults, to credit reporting bodies. We may also collect this information from 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.

### **Special Clearance of Funds**

A fee is payable if you require a special clearance of a cheque that you deposit into your account. This may include a courier delivery fee.

### **Disruption to Service**

When planning transactions, please allow sufficient time. You should bear in mind that occasionally a banking service may be disrupted. A 'disruption' is where a service is temporarily unavailable or where a system or equipment fails to function in a normal or satisfactory manner. ANZ will correct any incorrect entry which is made in your account as a result of a disruption and will adjust any fees or charges which have been applied as a result of that incorrect entry. To the maximum extent permitted by law, ANZ will not be liable for any loss or damage, including consequential loss or damage, suffered because of a disruption.

This disclaimer is in addition to, and does not restrict, any other provisions contained in these terms and conditions which limits ANZ's liability.

## **Anti-Money Laundering**

You agree ANZ may delay, block or refuse to process any transaction without incurring any liability if ANZ suspects that:

- (a) the transaction may breach any law in Australia or any other country;
- (b) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.

You must provide all information to ANZ which ANZ reasonably requires in order to manage money-laundering or terrorism-financing risk or to comply with any laws in Australia or any other country and you agree that ANZ may disclose any information concerning you to any law enforcement, regulatory agency or court where required by any such law, in Australia or elsewhere.

Unless you have disclosed that it is acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering into this agreement.

You declare and undertake to ANZ that the payment of monies by ANZ in accordance with your instructions will not breach any laws in Australia or any other country.

## **Financial Claims Scheme**

Under the Financial Claims Scheme:

- The account holder may be entitled to payment under the Financial Claims Scheme;
- Payments under the Financial Claims Scheme are subject to a limit for each depositor; and
- Information about the Financial Claims Scheme can be obtained from <http://www.fcs.gov.au>.

## Complaints

### Who to contact if you have a complaint

If you would like to make a complaint or provide feedback, you can talk to staff at your local ANZ Branch or Business Centre or call our Contact Centre. We will do our best to help resolve any issue you may have.

**Phone:** Contact Centre 13 13 14

**In Person:** use 'Find a branch/ATM' on anz.com to find your nearest Branch or Business Centre

If you are not satisfied with the response to your complaint, or do not want to talk to the customer service team, you can contact our Complaint Resolution Centre. Our specialists will work with you to resolve any complaint you may have quickly and amicably.

**Phone:** 1800 805 154 (8am – 7pm AEST/AEDT weekdays excluding national public holidays)

**Email:** [yourfeedback@anz.com](mailto:yourfeedback@anz.com)

**Fax:** 1800 269 030

**Online:** Visit [anz.com](http://anz.com)

Select 'Complaints and compliments' under 'Find out about'

Select 'Lodge an online compliment, suggestion or complaint'

**Mail:** ANZ Complaint Resolution Centre  
Locked Bag 4050,  
South Melbourne, VIC 3205

If you are not satisfied with our resolution of your complaint you can ask for a free and impartial review by the ANZ Customer Advocate, who operates separately from ANZ's businesses and reports to the Group Executive, Australia Retail and Commercial. Escalation to the Customer Advocate is not mandatory. While ANZ is bound by the Customer Advocate's findings in all cases you do not have to accept the Customer Advocate's decision. You can contact the ANZ Customer Advocate on (03) 8654 1000, by email at [customeradvocate@anz.com](mailto:customeradvocate@anz.com) or by post at Customer Advocate, 833 Collins Street Docklands VIC 3008.

If you are not satisfied with our response and do not want to go to the Customer Advocate (or if you remain dissatisfied after the Customer Advocate has reviewed your complaint) you can lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA offers free, fair, independent and accessible financial services dispute resolution. You can contact AFCA on 1800 931 678, by email at [info@afca.org.au](mailto:info@afca.org.au), via their website at [www.afca.org.au](http://www.afca.org.au) or by post at Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001.

Time limits may apply to complain to AFCA. Please act promptly and consult the AFCA website to find out if or when the time limit relevant to your circumstance expires.

## **Section 5**

### **Other Things You Need to Know to Manage Your Account**

You should notify ANZ promptly of any changes to your ANZ Farm Management Deposit Account details.

ANZ will not be responsible for any errors or losses associated with account changes where we have not received prior notice.

You should inform ANZ as soon as possible if you are in financial difficulty.



## Section 6

### Closing Your ANZ Farm Management Deposit Accounts

If the account is holding uncleared funds at the time of your request to close the account, these will not be released until the funds are cleared.

If your account is in debit, the balance plus any accrued debit interest, fees and government charges applicable to the closing date will be payable by you to ANZ. If your account has either a nil or a debit balance, and there have been no transactions (except for government charges and fees) on the account for more than three months, then ANZ may close your account. If ANZ decides to close your ANZ Farm Management Deposit Account, ANZ will give you notice in writing of this matter 30 days before the date the account closure is to take effect in order to give you the opportunity to transfer your Farm Management Deposit(s) to another financial institution.

## Section 7

### 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 its products and 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.

## Section 8

### Definitions

#### **Applicable Depositing Day Means:**

- a) if the Farm Management Deposit was made with ANZ as a result of a transfer of a Farm Management Deposit from another financial institution, the day on which the Farm Management Deposit was made with the first financial institution; or
- b) if the Farm Management Deposit was made with ANZ as a result of a request under section 25B of the Loan Income Equalisation Deposits) Act 1976, the day on which the Farm Management Deposit was made under that Act; or
- c) if the Farm Management Deposit was made with ANZ as a result of both a transfer under paragraph a) and a request under paragraph b), the date mentioned under paragraph a); or
- d) if none of the above are applicable, the day on which the deposit is made with ANZ.

#### **Primary Producer Means:**

- a) an individual who carries on in Australia a primary production business otherwise than as a trustee of a trust estate; or
- b) a partner (not being a company) in a partnership that carries on in Australia a primary production business; or
- c) a beneficiary (not being a company) who is presently entitled to a share of the income of a trust estate where the trustee carries on in Australia a primary production business.

Primary production business has the meaning given by subsection 995-1(1) of the Income Tax Assessment Act 1997.



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