

# ANZ BUSINESS SELECT PACKAGE

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TERMS AND CONDITIONS  
02.09.2017



# Contents

1.1	Defined Terms	4
1.2	Other Interpretation Provisions	6
1.3	Customer More Than One Person	6
2	Eligibility for ANZ Business Select Package Benefits	6
3	Mandatory Account	8
4.1	Nominating Optional Products and Services	8
4.2	Adding Optional Products and Services	8
4.3	Removing Optional Products and Services	9
5	The ANZ Business Select Package Fee	9
6	Government Taxes and Charges	10
7	Cancellation of the ANZ Business Select Package or ineligibility for ANZ Business Select Package Benefits	10
8	Effect of Cancellation or ineligibility for ANZ Business Select Package Benefits	11
9	Changes to these Terms and Conditions	11
10	Waiver	13
11	Changes in Law	13
12.1	How ANZ Gives You Notices	13
12.2	How You Give ANZ Notices	14
13	Assignment of Rights	14
14	Code of Banking Practice	15
15	Acceptance of the ANZ Business Select Package Terms and Conditions	15
16	ANZ Business Select Package Benefits	15
16.1	Mandatory Account	15
16.2	Optional ANZ Merchant Services	16
16.3	Optional ANZ Business One Visa	17
16.4	Optional ANZ Access Advantage	19
16.5	Optional ANZ Internet Banking for Business	19
16.6	Optional ANZ GST Payment Account(s)	20
16.7	Optional ANZ Business Online Account	20
16.8	Optional ANZ Business Premium Saver Account	20
16.9	Optional ANZ Business Finance Loans	20

17.1	Important Notices	21
17.2	Disclaimer and Application of Product Specific Terms and Conditions	21
17.3	Other Notices	22
18	GST	22
19	Anti-Money Laundering and Sanctions	23

## Terms and Conditions

ANZ agrees to give you the ANZ Business Select Package on the terms and conditions set out below.

### 1.1 Defined Terms

'ANZ' means Australia and New Zealand Banking Group Limited ABN 11 005 357 522, Australian Financial Services Licence 234527, Australian Credit Licence 234527, its related companies (including subsidiaries), its agents and contractors.

'ANZ Business Select Package' means the package under which ANZ offers the ANZ Business Select Package Benefits in accordance with these terms and conditions.

'ANZ Business Select Package Benefit(s)' means any benefit described in clause 16.

'ANZ Business Select Package Fee' means the fee outlined in clause 5.

'ANZ Business Select Package Product or Service' means any product or service that is a Mandatory Account or an Optional Product and Service within the meaning of these terms and conditions.

'Associated Person' means:

- a director of Customer;
- a partner of a partnership that is a Customer;
- the domestic partner of:
  - (1) a sole proprietor Customer;
  - (2) a director of an incorporated Customer; or
  - (3) a partner of a partnership that is a Customer; or
- any other person agreed by ANZ from time to time; and includes the person's executors, administrators, successors and permitted transferees.

'Customer' means a person who is named as a Customer in the ANZ Business Select Package application form and who has been accepted as a Customer in accordance with clause 15 and includes the executors, administrators, successors and permitted transferees of such a person.

'Mandatory Account' means an ANZ Business Extra Account (or any other type of account that ANZ determines from time to time may be used as the "Mandatory Account") which must be held by the Customer.

'Optional Products and Services' or 'Optional Products' means any of the following products or services which have been nominated as Optional Products and Services in accordance with clause 4.1 or 4.2 of these terms and conditions:

- ANZ Merchant Services;
- ANZ Business One Visa;
- ANZ Internet Banking for Business;
- ANZ Access Advantage;
- ANZ GST Payment Account;
- ANZ Business Online Saver;
- ANZ Foreign Exchange;
- ANZ Business Premium Saver Account;
- ANZ Business Mortgage Loan;
- ANZ Business Loan;
- ANZ Agri Finance;
- ANZ Business Overdraft.

'You' means the Customer.

'Business Finance Benefits' means the benefits set out in clause 16.9.

'Eligible Business Lending Accounts' means:

- ANZ Business Mortgage Loan;
- ANZ Business Loan;
- ANZ AgriFinance; and
- ANZ Business Overdraft.

'Regulated Commercial Loan' means lending where at least one of the borrowing entities is an individual and the purpose includes the purchase/renovation/improvement (including building and construction) of residential property (including vacant land) for investment purposes or to refinance credit originally provided for any of these purposes. This lending is regulated by the National Credit Code Act.

## 1.2 Other Interpretation Provisions

- (a) A reference to an individual or person includes a reference to a company and vice versa.
- (b) The singular includes the plural and vice versa.
- (c) A reference to an agreement, a document or a law is a reference to the agreement, document or law (and, if applicable, any of its provisions) as amended, novated, supplemented or replaced for the time being.
- (d) A schedule to a document is a part of the document.
- (e) Section, clause and other headings and notes are not part of this agreement; they are for convenience only.
- (f) Where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning.

## 1.3 Customer More Than One Person

If the Customer is made up of more than one (1) person:

- (a) the liability of those persons under this agreement is joint and several; and
- (b) a reference to 'You' or 'Customer' includes a reference to each of those persons individually and to any two (2) or more of them together.

## 2 Eligibility for ANZ Business Select Package Benefits

You must hold:

- the Mandatory Account;

The Customer must be the account holder (either jointly or alone) of the Mandatory Account.

ANZ Business Select Package Benefits are not available in conjunction with any other special offer or package.

Subject to the provisions below, ANZ Business Select Package, the Mandatory Account and all of the Optional Products and Services are required to be used for company or business purposes only.

To be eligible for Business Finance Benefits on Eligible Business Finance Loans in accordance with clause 16.9, you must meet the following eligibility criteria:

- You must have business turnover of less than \$5 million per annum; and
- have business loans and/or approved business facility limits with ANZ (excluding asset finance facilities provided by ANZ) not exceeding \$200,000 in total. If at any time your business loans and/or approved business facility limits exceed \$200,000 you will no longer be eligible for Business Finance Benefits within the ANZ Business Select Package.

The ANZ Business Select Package is not available for personal or domestic use or for use in relation to residential property investment except for the benefits noted under clause 16.4 for the ANZ Access Advantage Account which is available for the personal use of Associated Persons.

In addition, ANZ is not obliged to give you or any Associated Person any ANZ Business Select Package Benefits unless:

- you have accepted these terms and conditions in accordance with clause 15;
- you have accepted any terms and conditions applicable to any Optional Products or Services you have nominated under clause 4.1 or have added under clause 4.2;
- you are a Customer in accordance with clause 15;
- you are a signatory (either jointly or alone) of the Mandatory Account and the Optional Products and Services chosen by you;
- you pay the fees and charges in accordance with clauses 5 and 6 below;
- you or any Associated Person are not in default under any loan or facility contract or credit card contract with ANZ and are not in breach of any merchant or other agreement with ANZ; and
- you and any Associated Person have met to ANZ's satisfaction any specific requirements set out in these terms and conditions and any other reasonable eligibility requirements for each relevant ANZ Business Select Package Benefit (including, but not limited to, satisfying the application and approval requirements for each relevant ANZ Business Select Package Product or Service).

ANZ Business Select Package Benefits will apply from the date on which you become a Customer in accordance with clause 15.

### **3 Mandatory Account**

If you have signed the ANZ Business Select Package application form, you must specify the Mandatory Account.

If you are eligible for the ANZ Business Select Package in accordance with clause 2, your ANZ Manager will notify you in writing of the date that ANZ has accepted your ANZ Business Select Package application. You will be eligible to receive ANZ Business Select Package Benefits from the date on which you become a Customer in accordance with clause 15.

### **4.1 Nominating Optional Products and Services**

By signing the ANZ Business Select application form you accept these terms and conditions and request that ANZ provide the Optional Products and Services nominated in your ANZ Business Select Package application form.

ANZ will notify you in writing whether or not you are eligible for the Optional Products and Services in accordance with clause 2.

If you have not already done so, you will need to agree to ANZ's standard terms and conditions that are applicable to the Optional Products and Services nominated under this clause 4.1 and you are eligible for those Optional Products and Services.

### **4.2 Adding Optional Products and Services**

After you accept these terms and conditions, you may nominate other eligible Optional Products and Services to receive the ANZ Business Select Package Benefits in addition to your existing eligible Optional Products and Services, provided that following the addition, you will continue to hold the Mandatory Account.

You may make this nomination by completing an ANZ Business Select Package application form including details of the Optional Products and Services (including account numbers, where applicable) to be added and sending the form to your ANZ Manager or by completing and returning any other form nominated by



ANZ. All Customers must nominate the additional Optional Products and Services.

All nominations for additional Optional Products and Services must meet the reasonable eligibility requirements for that Optional Product and Service, regardless of whether you have previously nominated or held those Optional Products and Services. ANZ will notify you in writing whether or not you are eligible for the additional Optional Products and Services in accordance with clause 2.

If any of ANZ's standard terms and conditions are applicable to the Optional Products and Services you have requested to add under this clause 4.2 and you are eligible for those Optional Products and Services, ANZ will ask you to agree to those terms and conditions if you have not already done so.

### **4.3 Removing Optional Products and Services**

You may remove Optional Products and Services by advising your ANZ Manager in writing or by faxing to ANZ the details at least seven (7) calendar days before you intend the cancellation to take effect.

## **5 The ANZ Business Select Package Fee**

The ANZ Business Select Package Fee is a payment for the right to participate in the ANZ Business Select Package. You agree to pay ANZ the monthly non-refundable ANZ Business Select Package Fee, the GST exclusive amount of which is set out in the ANZ Business Banking Transaction Accounts Fees and Charges booklet.

The ANZ Business Select Package Fee is payable monthly in advance when you have signed an ANZ Business Select Package application form and ANZ has accepted your application and continues to be payable monthly after that until either your ANZ Business Select Package is cancelled or you become ineligible to receive benefits under the ANZ Business Select Package in accordance with clause 7.

You authorise ANZ to debit the ANZ Business Select Package Fee when due:

- to the ANZ account (non credit card) nominated by you in the ANZ Business Select Package application form; or

- to any other ANZ account (non credit card) held by you if there are insufficient funds in the nominated account to pay the fee on its due date or the nominated account is no longer held by you; and
- if you hold no ANZ account (non credit card) with sufficient funds to pay the fee on its due date, you acknowledge that the ANZ Business Select Package Fee becomes a debt due and payable on demand.

## **6 Government Taxes and Charges**

If any Government taxes, duties, or charges such as stamp duty become payable (whether by you or by ANZ) on or in connection with these terms and conditions, you authorise ANZ to debit any such amount when due:

- to the Mandatory Account; or
- to any other ANZ account (non credit card) held by you where there are insufficient funds in the Mandatory Account to pay the amount when due or the Mandatory Account is no longer held by you; and
- if you hold no ANZ account (non credit card) with sufficient funds to pay the taxes, duties or charges when due, you acknowledge that the tax, duty or charge becomes a debt due to ANZ and payable on demand.

## **7 Cancellation of the ANZ Business Select Package or ineligibility for ANZ Business Select Package Benefits**

ANZ may cancel your ANZ Business Select Package immediately by giving you written notice if any of the following events occur:

- you do not hold the Mandatory Account;
- you or any Associated Person are in default under any loan or facility agreement or credit card agreement which you have with ANZ or are in breach of any merchant or other agreement with ANZ which you have not remedied within the specified period under that agreement; or
- you fail to pay the ANZ Business Select Package Fee, or any other amount payable under these terms and conditions, when due and do not pay the fee within 2 Business Days.

Notwithstanding anything else stated in this clause 7, ANZ may cancel your ANZ Business Select Package at any time by giving you thirty (30) days written notice.

You may cancel your ANZ Business Select Package by advising your ANZ Manager in writing or by faxing to ANZ.

If either you or ANZ cancel your ANZ Business Select Package or you become ineligible to receive benefits under the ANZ Business Select Package and in circumstances where you have not paid the ANZ Business Select Package Fee but a benefit or discount has been received by you under the ANZ Business Select Package, ANZ reserves the right to recover that benefit or discount from you.

## **8 Effect of Cancellation or ineligibility for ANZ Business Select Package Benefits**

If your ANZ Business Select Package is cancelled in accordance with clause 7, whether by you or ANZ or you become ineligible to receive benefits under the ANZ Business Select Package, you will no longer receive any ANZ Business Select Package Benefit and:

- your ANZ Products and Services which previously attracted ANZ Business Select Package Benefits will be conducted on the standard terms (including all applicable fees and charges) that then apply to those products and services where ANZ Business Select Package Benefits are not applicable; and
- you must immediately pay any fees and charges payable by you under these terms and conditions or any terms and conditions applicable to the product or service at the time of the cancellation.

You will not be entitled to any refund of the ANZ Business Select Package Fee.

## **9 Changes to these Terms and Conditions**

### **9.1 Changes to specified terms and conditions**

ANZ may make any of the following changes in the manner set out below.

Type of change	Minimum Number of Days Notice	Method of Notice
Withdraw any ANZ Business Select Package Benefit	30 days	In writing
Change any ANZ Business Select Package Benefit	Day of change	In writing or by press advertisement
Change the name of ANZ Business Select Package	Day of change	In writing or by press advertisement
Change the name, charging date, frequency, manner of payment or method of calculation of any fee payable under these terms and conditions	Day of change	In writing or by press advertisement
Change the eligibility criteria for your obtaining ANZ Business Select Package Benefits	Day of change	In writing or by press advertisement
Introduce a new ANZ Business Select Package Fee or increase an existing ANZ Business Select Fee	30 days	In writing
Decrease an ANZ Business Select Package Fee	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.

## 9.2 Changes to other terms and conditions

ANZ can change any other ANZ Business Select Package Terms and Conditions by giving you reasonable notice in writing or by press advertisement of the change (which may include notice on or before the date of change takes effect if that is reasonable in the circumstances).

For example, it will be reasonable in the circumstances to give notice on the day of the change if ANZ reasonably considers the change:

- (a) has a neutral effect on your obligations;
- (b) reduces your obligations; or
- (c) is required to comply with any law,

but these examples do not limit the circumstances where it may otherwise be reasonable.

Despite this clause 9, ANZ will always give you notice in accordance with any applicable laws or industry codes (such as the Code of Banking Practice) which require any minimum notice periods or specific methods of notification.

## 10 Waiver

The rights ANZ has under these terms and conditions cannot be waived except by ANZ giving you written notice waiving the particular right. In particular:

- ANZ does not waive any right merely because it does not exercise that right or does not exercise it as soon as it can; and
- if ANZ exercises a right once or partly, it does not mean it cannot exercise that right again or other rights.

## 11 Changes in Law

If ANZ gives you written notice that, in ANZ's opinion, it has become illegal in a jurisdiction or otherwise impracticable for ANZ to continue to make any ANZ Business Select Package Benefit available, ANZ's obligations in relation to that ANZ Business Select Package Benefit terminate immediately.

### 12.1 How ANZ Gives You Notices

Except where ANZ is otherwise required by law, where more than one (1) of you has signed the ANZ Business Select Package application form ANZ can send you notices or other documents (including changes to these terms and conditions) by giving them to any one (1) of you.

If ANZ does this, it will be considered to have been received by all of you. However, in the event that the Mandatory Account and/or any of the Optional Products and Services are regulated by the National Credit Code, then any ANZ notices will need to be sent to all of the Customers.

If ANZ gives you a notice in writing under these terms and conditions then:

- it can be given to you by leaving it at your address, or by sending it by post, telex, facsimile or similar facility to your address. For this purpose ANZ can use the last address that it has recorded for you; and
- if left at your address, it will be deemed to have been received by you on the date delivered or the date it bears whichever is the later. If sent by post, it will be deemed to have been received by you on the date it would have been delivered in the ordinary course of post or the date it bears, whichever is the later. If sent by facsimile or other electronic means, it will be deemed to have been received by you on the date it bears or the date the transmitting machine reports it was sent, whichever is the later.

If you change your name or address, or other contact details, you must notify your ANZ Manager immediately.

## 12.2 How You Give ANZ Notices

A notice that you give to ANZ under these terms and conditions must be signed by you or by your authorised representative. Any notice given to ANZ under these terms and conditions must be validly signed by all customers.

You may give ANZ a notice by leaving it at its address or by posting it in a pre-paid envelope addressed to ANZ. ANZ's address is that shown in the ANZ Business Select Package welcome letter or some other address that ANZ has given you written notice of. Your notice will be effective when ANZ receives it.

## 13 Assignment of Rights

ANZ may, without telling you and without obtaining your consent, assign any of its rights under, or in connection with, these terms and conditions.

ANZ may give information about these terms and conditions, and your obligations under these terms and conditions, to anyone who is an assignee of ANZ's rights under these terms and conditions or is considering becoming an assignee.

You may not transfer any of your rights or obligations under these terms and conditions unless ANZ consents in writing.

## 14 Code of Banking Practice

If you are an individual or if you acquire ANZ Business Select Package Benefits in connection with a small business (as defined by the Code of Banking Practice), ANZ is bound by the Code of Banking Practice when it provides ANZ Business Select Package Benefits to you.

## 15 Acceptance of the ANZ Business Select Package Terms and Conditions

You accept these terms and conditions by signing the ANZ Business Select Package application form. You become a Customer on the date which is the later of:

- (a) the date ANZ notifies you that ANZ has accepted your application; or
- (b) the date you pay the ANZ Business Select Package Fee.

## 16 ANZ Business Select Package Benefits

If you are a Customer, your ANZ Business Select Package Benefits are as follows.

### 16.1 Mandatory Account

#### Account Servicing Fee

ANZ will not charge the monthly Account Servicing Fee and will provide unlimited free ANZ transactions under your Mandatory Account provided the account becomes the Mandatory Account in accordance with clause 3 and the fee becomes due on or after the day you become a Customer.

If you cease to be eligible for ANZ Business Select Package Benefits:

- your Monthly Account Servicing Fee will be reinstated and payable for the whole month in which the fee is charged based on your account opening date; and
- your Mandatory Account will revert to the standard ANZ free transaction threshold as disclosed in the ANZ Business Banking Transaction Accounts Fees and Charges booklet and this threshold will apply for the whole month based on your account opening date.

## **Other ANZ Business Transaction Accounts Fees and Charges**

Other fees and charges will be charged by ANZ for products and services that you request in relation to your Mandatory Account from time to time.

For more information, please refer to the ANZ Business Banking General Service Fees and Charges and the ANZ Business Banking Transaction Accounts Fees and Charges booklets.

## **16.2 Optional ANZ Merchant Services**

ANZ will:

- waive the Annual Fee and reduce the Terminal Rental Fee by 50% in respect of one merchant identification number nominated by you if you held a Merchant Facility prior to the date on which you nominated a Merchant Facility as an Optional Product; or
- waive the Establishment Fee, the Annual Fee, the first 12 months' Terminal Rental Fee and thereafter reduce the Terminal Rental Fee by 50% in respect of one merchant identification number nominated by you if you acquired a new Merchant Facility on becoming a Customer and nominated this Merchant Facility as an Optional Product, (collectively referred to as "the benefits") provided the Electronic Terminals linked to the nominated merchant identification number settle all Transactions into the Mandatory Account specified on the ANZ Business Select application form.

The Establishment Fee, Annual Fee and Terminal Rental Fee ("Fees") will be disclosed in the Merchant Facility letter of offer before the above benefits are applied.

To avoid any doubt, these benefits must not be taken in conjunction with any other concessions or offers from ANZ. ANZ may, in its discretion, refuse to provide these benefits if you already receive other Merchant Facility concessions or offers from ANZ.

All fees and charges payable in respect of other ANZ merchant identification numbers remain unchanged.

The benefits will apply only to the Fees which become payable after the date you became a Customer and for so long as you are a Customer. The Fees will not be reimbursed to you if they were paid prior to the date you became a Customer.



You will not be eligible for these benefits if you cease being a Customer. If you cease being a Customer but continue to hold a Merchant Facility, ANZ will immediately re-instate the Annual Fee and Terminal Rental Fee at the then current prevailing rate which will be notified to you.

For the purposes of this clause 16.2:

- 'Terminal Rental Fee' means the Terminal Rental Fee for any electronic terminal as set out in your Letter of Offer; and
- any other capitalised words which are undefined take their meaning from the ANZ Merchant Services General Conditions or the Merchant Facility letter of offer issued to you; and
- "Merchant Facility" excludes e-commerce or internet facilities and manual facilities.

### **Other ANZ Merchant Services Fees and Charges**

Other fees and charges apply to the provision of Merchant Facilities and are available upon application from ANZ Merchant Services. The fees and charges applicable to your Merchant Facility are advised in your letter of offer or variation agreement (where applicable) and may be varied from time to time in accordance with the ANZ Merchant Services General Conditions which form part of your Merchant Agreement.

## **16.3 Optional ANZ Business One Visa**

For one ANZ Business One Visa Cardholder Account (except ANZ Business Black accounts), ANZ will waive or discount the Annual Card Fee as per the conditions set out in the Commercial Cards Letter of Offer provided an:

- Eligible ANZ Business One Visa facility is nominated as an Optional Product and Service in accordance with clause 4.1; and
- Eligible ANZ Business One Visa facility becomes an Optional Product and Service with accordance with clause 4.2; and
- Any fee(s) that may apply will become due on or after the day the account becomes an Optional Product and Service.

If you held an eligible ANZ Business One Visa before the date on which you nominated the ANZ Business One Visa facility as an Optional Product, ANZ will continue to charge you the full Annual Card Fee for your eligible ANZ Business One Visa for the period commencing on the date you were first issued an ANZ Business One Visa until one year following the date on which you nominated the eligible ANZ Business One Visa facility as an Optional Product. After this date, ANZ will waive or discount the Annual Card Fee as per the conditions set out in the Commercial Cards Letter of Offer.

The provision of an ANZ Business One Visa by ANZ is also subject to the ANZ Commercial Card Terms and Conditions and the ANZ Business Rewards Program Terms and Conditions, if applicable (**Terms and Conditions**). In addition to ANZ's rights under these terms and conditions, ANZ may also exercise any rights available to it under the Terms and Conditions including, without limitation, the right to terminate an ANZ Business One Visa facility pursuant to those Terms and Conditions. This right of termination takes priority in the event of any inconsistency with these Terms and Conditions.

You will cease to be entitled to any fee waivers or discounted fee(s) immediately upon you ceasing to be a Customer or upon termination of your ANZ Business One Visa facility pursuant to the Terms and Conditions. If the ANZ Business One Visa facility continues but your entitlement to any fee waivers has expired under these terms and conditions, ANZ will immediately reinstate the Annual Card Fee and you will then be charged for this fee beginning on the date you cease to be entitled to any fee waivers and then yearly in advance on each anniversary of this date.

Unless otherwise advised:

- (a) ANZ will not waive or discount the Annual Card Fee for ANZ Business Black accounts; and
- (b) You will cease to be entitled to any fee waivers or discounted fee(s) if you transfer your eligible ANZ Business One account to the ANZ Business Black product option.

## Other ANZ Business One Visa Fees and Charges

Other fees and charges may apply in relation to your ANZ Business One Visa facility from time to time.

For more information on the fees and charges that may be payable, please refer to the ANZ Commercial Cards Fees and Charges booklet and the ANZ Commercial Cards Terms and Conditions or the ANZ Business Rewards Program Terms and Conditions, if applicable.

## 16.4 Optional ANZ Access Advantage

ANZ will waive the Monthly Account Service Fee for up to two (2) ANZ Access Advantage accounts as a Customer provided:

- the account is nominated as an Optional Product and Service in accordance with clause 4.1 and the fee becomes due on or after the day you become an ANZ Business Select Customer; or
- the account becomes an Optional Product and Service in accordance with clause 4.2 and the fee becomes due on or after the account becomes an Optional Product and Service.

You will cease to be entitled to the fee waiver immediately upon ceasing to be an ANZ Business Select Customer. ANZ will immediately reinstate the Monthly Account Service Fee, which you will be charged monthly based on the opening date of your account.

## Other ANZ Access Advantage Fees and Charges

Other fees and charges will be charged by ANZ for the provision of an ANZ Access Advantage account from time to time.

For more information, please refer to the ANZ Personal Banking Account Fees and Charges booklet which is available by calling 13 13 14 or on anz.com.

## 16.5 Optional ANZ Internet Banking for Business

Fees and charges may apply in relation to your ANZ Internet Banking for Business from time to time.

For more information, please refer to the ANZ Business Banking General Service Fees and Charges and the ANZ Business Banking Transaction Accounts Fees and Charges booklets.

## **16.6 Optional ANZ GST Payment Account(s)**

Fees and charges may apply in relation to your ANZ GST Payment Account(s) from time to time.

For more information, please refer to the ANZ Business Banking General Service Fees and Charges and the ANZ Business Banking Transaction Accounts Fees and Charges booklets.

## **16.7 Optional ANZ Business Online Account**

Fees and charges may apply in relation to your ANZ Business Online Saver Account from time to time.

For more information on the fees and charges that may be payable, please refer to the ANZ Business Online Saver Account Terms & Conditions.

## **16.8 Optional ANZ Business Premium Saver Account**

Fees and charges may apply in relation to your ANZ Business Premium Saver Account from time to time. For more information on the fees and charges that may be payable, please refer to the ANZ Business Banking Transaction Accounts Fees and Charges booklets.

## **16.9 Optional ANZ Business Finance Loans**

### **ANZ Business Mortgage Loan - Fixed Rate and Variable Rate**

If you are eligible for both the ANZ Business Select Package and the Business Finance Benefits, your Loan Approval Fee will be waived. While you remain eligible for the ANZ Business Select Package and the Business Finance Benefits, your Loan Administration Charge will be \$20 per month charged quarterly in arrears. If you cease to be eligible for the ANZ Business Select Package and the Business Finance Benefits, your Loan Administration Charge will be charged at the standard fee as set out in your Letter of Offer the next time the fee becomes payable.

### **ANZ Business Overdraft**

If you are eligible for both the ANZ Business Select Package and the Business Finance Benefits, your Loan Approval Fee will be waived.

## **ANZ Business Loan**

If you are eligible for both the ANZ Business Select Package and the Business Finance Benefits, your Loan Approval Fee will be waived.

While you remain eligible for the ANZ Business Select Package and the Business Finance Benefits, your Loan Administration Charge will be \$20 per month charged quarterly in arrears. If you cease to be eligible for the ANZ Business Select Package and the Business Finance Benefits, your Loan Administration Charge will be charged at the standard fee as set out in your Letter of Offer the next time the fee becomes payable.

## **Agri Finance**

If you are eligible for both the ANZ Business Select Package and the Business Finance Benefits, your Loan Approval Fee will be waived. While you remain eligible for the ANZ Business Select Package and the Business Finance Benefits, your Loan Administration Charge will be \$20 per month charged quarterly in arrears. If you cease to be eligible for the ANZ Business Select Package and Business Finance Benefits, your Loan Administration Charge will be charged at the standard fee as set out in your Letter of Offer the next time the fee becomes payable.

Customers who have paid a Loan Application Fee before being accepted as a Customer in accordance with clause 15 are not entitled to a refund of the Loan Application Fee.

## **17.1 Important Notices**

Australia and New Zealand Banking Group Limited (ANZ) ABN 11 005 357 522. Holder of an Australian Financial Services Licence Number 234527 and an Australian Credit Licence number 234527.

## **17.2 Disclaimer and Application of Product Specific Terms and Conditions**

Information in this brochure does not form part of the terms and conditions of any product or service issued or provided by ANZ (including but not limited to, any loans or facility agreements other facilities or financial products, credit cards or Merchant Facilities). ANZ's normal assessment and approval criteria and individual Product Disclosure Statements or terms and conditions apply to each relevant ANZ Business

Select Package Product or Service and are available from ANZ on application. All interest rates are subject to change. All applications for credit are subject to ANZ's normal credit approval criteria.

Except to the extent set out in clause 16.3, to the extent there are any inconsistencies between these terms and conditions and the terms and conditions of any Optional Products and Services, these terms and conditions will prevail to the extent of the inconsistency.

ANZ does not accept any responsibility or liability for any taxation consequences which may arise for a Customer in relation to the ANZ Business Select Package. Customers are advised to seek their own independent professional advice in relation to any possible taxation consequences.

This material does not take into account your personal needs and financial circumstances and you should consider whether the products described in it are appropriate for you. ANZ recommends that you read the applicable Product Disclosure Statement, terms and conditions and policy document, which are available from any ANZ branch before deciding to acquire or hold any product. Please see the ANZ website [anz.com](http://anz.com) (or visit your local ANZ branch) for the most up-to-date version of these documents.

## **17.3 Other Notices**

Certain benefits detailed in these terms and conditions are not available exclusively to Customers.

## **18 GST**

- (a) 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.
- (b) Any reference in these terms and conditions 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.
- (c) If any supply made under or in connection with this Contract is subject to GST, the supplier may increase the consideration otherwise provided for by the amount of that GST and recover such additional amount from the recipient. This clause does not apply to the extent that the consideration is expressly agreed to be GST inclusive.

- (d) If the recipient is required to reimburse the supplier for any costs, the amount must be reduced to the extent that the supplier 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.

## 19 Anti-Money Laundering and Sanctions

You agree 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 Australia 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, conduct which is unlawful in Australia or any other country.

You must provide all information to ANZ which ANZ reasonably requires in order to manage its anti-money laundering, counter-terrorism financing or economic and trade sanctions risk or to comply with any laws or regulations in Australia or any other country.

You agree that ANZ may disclose any information concerning you to:

- (a) any law enforcement, regulatory agency or court where required by any such law or regulation in Australia or elsewhere; and
- (b) any Correspondent ANZ uses to make the payment for the purpose of compliance with any such law or regulation.

Unless you have disclosed that you are 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 processing of any transaction by ANZ in accordance with your instructions will not breach any laws or regulations in Australia or any other country.

Australia and New Zealand Banking Group Limited (ANZ) ABN 11 005 357 522. AFSL 234527 Australian Credit Licence Number 234527. Item No. 93484 09.2017 W580259



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