

LAYERED COMMERCIAL BILL FACILITY

SPECIFIC CONDITIONS OF USE
ANZ BUSINESS BANKING
12.17



This document contains important Specific Conditions of Use that apply to your Layered Commercial Bill Facility only. ANZ recommends you study it in detail and then keep it in a safe place for future reference.

*If you have received Specific Conditions of Use in respect of other Commercial Bill Facilities offered to you by ANZ, please **do not** refer to them for the purposes of your Layered Commercial Bill Facility. This document contains the relevant Specific Conditions of Use for your Layered Commercial Bill Facility and should be read in conjunction with the ANZ Business Banking Finance Conditions of Use and the Letter of Offer provided to you.*

Also some words and expressions have special meanings in these Specific Conditions of Use. To the extent a word or phrase is not set out under the heading 'Meaning of Terms', it has the meaning given to it in the ANZ Business Banking Finance Conditions of Use. When you are reading these Specific Conditions of Use you should also refer to the ANZ Business Banking Finance Conditions of Use.

MEANING OF TERMS

For the purpose of these Specific Conditions of Use:

- (i) **'BBSY'** for a period means the rate expressed as a yield percent per annum (rounded up or down if necessary to 2 decimal places) that is the average bid rate for Australian dollar Bills having a Rollover Period of the designated maturity which appears on Reuters Screen BBSY page (or any page that replaces that page) at approximately 10:10am (Sydney time), or such other time as determined by ANZ on the first day of that period or if no average rate is published the bid rate available to ANZ at approximately 10:10am (Sydney time) on the first day of that period as conclusively determined in good faith by ANZ for bank accepted Bills that have a Rollover Period described above;
- (ii) **'Bill'** means a bill of exchange;
- (iii) **'Bills Contract'** means each financing arrangement you enter into with ANZ under your Layered Commercial Bill Facility comprising of the initial Bill drawn by you and all subsequent replacement Bills drawn by ANZ on your behalf within the Bills Contract Term, with each Bill having a Yield Rate fixed for its Rollover Period, determined in accordance with Specific Condition 3. The details of your Bills Contract will be set out in a Confirmation;
- (iv) **'Bills Contract Term'** means that period of time agreed by you and ANZ for each Bills Contract, over which you must (subject to Specific Condition 6) roll a series of Bills, with each Bill having a Yield Rate fixed for its roll Period that is determined in accordance with Specific Condition 3. The Bills Contract Term starts on the Drawdown Date;
- (v) **'Business Day'** means a day on which commercial banks are open for business in Sydney, but not including a Saturday or Sunday or public holiday in Sydney;
- (vi) **'Commitment Fee'** means the percent per annum identified as the 'Commitment Fee' (if any) in your Letter of Offer;
- (vii) **'Confirmation'** means a document issued by ANZ providing details:
 - A. At or about the time of your acceptance of the Terms of each Bills Contract and detailing the Terms of each Bills Contract; and

B. At or about the time of the Drawdown Date and each Rollover Date and detailing the specific Bill(s) for that Rollover Period;

- (viii) **'Discounted Proceeds'** of any Bill means the amount calculated with reference to the Yield Rate for the relevant Rollover Period (as determined under Specific Condition 3) and the Face Value of the relevant Bill using the following formula:

$$\text{Discounted Proceeds} = \frac{\text{Face Value} \times (365 \times 100)}{(\text{Yield Rate} \times \text{No. of days in a Rollover Period}) + (365 \times 100)}$$

- (ix) **'Drawdown Date'** is the date identified in the Confirmation as the 'Start Date', being the date on which an amount is first paid to you by ANZ in accordance with Specific Condition 4 in respect of a Bills Contract;
- (x) **'Face Value'** is the Australian dollar monetary value of the relevant Bill prior to discounting;
- (xi) **'Facility'** means your Layered Commercial Bill Facility;
- (xii) **'Facility Limit'** is the Australian dollar limit for your Layered Commercial Bill Facility, set out in your Letter of Offer;
- (xiii) **'Forward Start Contract'** means a Bills Contract for which the Terms of each Bills Contract are accepted by you more than two clear Business Days before the Drawdown Date;
- (xiv) **'Lower Variable Rate Limit'** means the lower of the two variable rates agreed by you and ANZ, used to determine the Yield Rate for a particular Rollover Period in accordance with Specific Condition 3. The Lower Variable Rate Limit will be set out in a Confirmation;
- (xv) **'Net Discount'** means the Face Value less the Discounted Proceeds;
- (xvi) **'Reduced Fixed Rate'** means the lower of the two fixed rates that will apply for the relevant Rollover Period when the Variable Rate on the Drawdown Date or the relevant Rollover Date is less than the Upper Variable Rate Limit but greater than the Lower Variable Rate Limit. The Reduced Fixed Rate will be set out in a Confirmation;

- (xvii) **'Rollover Date'** means each date identified in the Confirmation as a 'Rollover Date', being the first day of each Rollover Period other than the Drawdown Date;
- (xviii) **'Rollover Period'** means the number of days identified as the 'Roll Days' in a Confirmation, being the number of days within which each Bill will mature. The Rollover Period will commence on the relevant Drawdown Date or Rollover Date and end on the next Rollover Date or the last day of the Bills Contract Term (whichever is the earlier);
- (xix) **'Standard Fixed Rate'** means the higher of the two fixed rates that will apply to a Rollover Period when the Variable Rate on the relevant Drawdown Date or Rollover Date is either:
- A. greater than or equal to the Upper Variable Rate Limit; or
 - B. less than or equal to the Lower Variable Rate Limit.
- The Standard Fixed Rate will be set out in a Confirmation;
- (xx) **'Terms of each Bills Contract'** means:
- A. an Upper Variable Rate Limit for each Bill;
 - B. a Lower Variable Rate Limit for each Bill;
 - C. a Standard Fixed Rate;
 - D. a Reduced Fixed Rate;
 - E. a Face Value for each Bill;
 - F. a Bills Contract Term; and
 - G. Rollover Periods;
- (xxi) **'Upper Variable Rate Limit'** means the higher of the two Variable Rates agreed by you and ANZ, used to determine the Yield Rate for a particular Rollover Period in accordance with Specific Condition 3. The Upper Variable Rate Limit will be set out in a Confirmation;
- (xxii) **'Usage Line Fee'** means the percent per annum identified as the 'Usage Line Fee' (if any) in your Letter of Offer;
- (xxiii) **'Variable Rate'** means the rate determined by ANZ by reference to BBSY;
- (xxiv) **'Yield Rate'** is the rate determined in accordance with Specific Condition 3 (fixed for the relevant Rollover Period). It will be identified in a Confirmation as the 'Yield Rate'.

1. DRAWDOWN AND OTHER DOCUMENTS

- (a) You cannot draw a Bill under your Layered Commercial Bill Facility until ANZ receives the following documents properly executed to ANZ's satisfaction:
 - (i) Commercial Bills - Authority (a standard ANZ document); and
 - (ii) Power of Attorney - Commercial Bills (a standard ANZ document); and
 - (iii) Indemnity Commercial Bills (a standard ANZ document); or
 - (iv) Commercial Bill Authority, Indemnity and Attorney (a standard ANZ document).
- (b) Any instruction given under either the standard ANZ document entitled 'Commercial Bills - Authority' or 'Commercial Bill Authority, Indemnity and Attorney' must be given by you or by your Authorised Representative.
- (c) An instruction which requests ANZ to accept and discount Bills is irrevocable when you accept the Terms of each Bills Contract.
- (d) You may not instruct ANZ to accept Bills without discounting them.
- (e) You may draw multiple Bills Contracts under your Layered Commercial Bill Facility. The aggregate Face Value of all Bills drawn under all Bills Contracts must not exceed the Facility Limit.
- (f) The date of the first drawing under all Bills Contracts must occur within 3 months of the date you accept ANZ's offer, unless otherwise agreed by ANZ in writing.
- (g) You must hold and maintain an ANZ transaction account for the full term of your Facility. You must also deposit into your account enough funds to cover payment of any amount owing by you under your Facility. Examples of such amounts are fees and other charges payable by you.

2. QUOTATIONS FOR TERMS OF EACH BILLS CONTRACT

- (a) You must, before 4:00 pm (Sydney time) two Business Days before the Drawdown Date, ask ANZ (at ANZ's discretion) to quote the Terms of each Bills Contract.

- (b) You may only ask for quotations:
 - (i) for a specified Bills Contract Term agreed to by ANZ; and
 - (ii) for Bills Contracts with Rollover Periods of approximately 30, 90 and 180 days or such other number of days as agreed with ANZ, and Rollover Dates to be specified by ANZ in ANZ's quotations.
- (c) However, you cannot ask ANZ to quote for a Bills Contract Term where the last day of the Bills Contract Term will be after the last day of the term of the Facility.
- (d) To accept a quote for a Bills Contract (including a Forward Start Contract), you must agree to the Terms of each Bills Contract being terms that (in ANZ's opinion) are consistent with ANZ's quote immediately upon ANZ giving you that quote. You agree that your acceptance will be communicated to ANZ verbally either in person, or over the telephone.
- (e) Upon receipt of such acceptance, ANZ will send you a Confirmation confirming the Terms of each Bills Contract. Until the Limit Approval Fee specified in your Letter of Offer (if any) (and any other Costs which your Agreement specifies are due for payment prior to the first drawing) are paid by you, ANZ has no obligations under the Bills Contract notwithstanding the issue of the Confirmation.

3. YIELD RATE FIXED FOR ROLLOVER PERIOD

If on the relevant Drawdown Date or Rollover Date (as the case may be) the Variable Rate is:

- (a) greater than or equal to the Upper Variable Rate Limit, the Yield Rate fixed for the relevant Rollover Period is the Standard Fixed Rate for that Rollover Period;
- (b) less than the Upper Variable Rate Limit but greater than the Lower Variable Rate Limit, the Yield Rate fixed for the relevant Rollover Period is the Reduced Fixed Rate for that Rollover Period; or
- (c) less than or equal to the Lower Variable Rate Limit, the Yield Rate fixed for the relevant Rollover Period is the Standard Fixed Rate for that Rollover Period.

The Yield Rate fixed for the relevant Rollover Period determined in accordance with this Specific Condition 3 is exclusive of the Usage Line Fee or Commitment Fee. Unless ANZ advises you in writing that your Usage Line Fee or Commitment Fee will be added onto the Yield Rate determined in accordance with Specific Condition 3 for the purposes of calculating the amount of the discount in Specific Condition 4(a), ANZ will charge the Usage Line Fee or Commitment Fee to you separately.

4. AMOUNT PAYABLE BY ANZ ON DISCOUNT OF BILLS

- (a) Subject to Specific Condition 9, on the Drawdown Date and each Rollover Date for a Bill to be discounted by ANZ, ANZ shall pay to you the Face Value of the Bill less:
 - (i) the Net Discount; and
 - (ii) stamp duty and other taxes.
- (b) You acknowledge:
 - (i) you are responsible for the payment of ANZ's Costs including those identified in your Agreement. Unless ANZ agrees otherwise in writing, those Costs in respect to the Layered Commercial Bill Facility will not be deducted from the Face Value of the Bill when ANZ is determining how much it will pay you in accordance with this Specific Condition 4. Instead you will pay those bank Costs separately to ANZ on the dates specified in your Letter of Offer; and
 - (ii) that ANZ's obligation to pay to you the Face Value of the Bill less the amounts specified in Specific Condition 4(a) on a Rollover Date may be satisfied by a net payment in accordance with Specific Condition 9. Any such net payment will be confirmed to you in a Confirmation.

5. ROLLOVER

Subject to Specific Condition 6, on each Rollover Date, you irrevocably request ANZ to draw, accept and discount a new Bill in replacement of the maturing Bill, with a Yield Rate fixed for the relevant Rollover Period determined under Specific Condition 3.

6. TERMINATION/PREPAYMENT

You may terminate and prepay a Bills Contract on the next Rollover Date if:

- (a) you have given written notice to ANZ before 4:00pm (Sydney time) two Business Days before the next Rollover Date, that you wish to terminate and prepay a Bills Contract;
- (b) you have paid to ANZ the Face Value of the Bill together with the amount which ANZ determines is required to compensate ANZ for all Costs or losses which ANZ has reasonably incurred or suffered or will reasonably incur or suffer because that Bills Contract is terminated and prepaid except to the extent that such Costs or losses were caused by the negligence, fraud or wilful default of ANZ or its officers, employees, contractors or agents or any receiver appointed by ANZ; and

Warning – If you terminate/prepay a Bills Contract, the amount of Costs or losses may be significant. When calculating any Costs or losses suffered by ANZ as a result of a termination and prepayment, ANZ will value the Bills Contract on a mark to market basis which involves ANZ making a genuine attempt to estimate the economic loss or reduction of return and Costs it might incur taking into account movement in rates in the Australian market. ANZ will make allowance for any benefit that ANZ will get as a result of the termination and prepayment.

If you wish to make a termination/prepayment, you should discuss it with ANZ first and ANZ can calculate the Costs or losses that you would have to pay if you made the termination/prepayment. This will help you to decide whether you want to go ahead with the termination/prepayment.

- (c) you have paid to ANZ all amounts actually or contingently owing or to become owing by you under or in connection with the Bills Contract.

A notice given under this clause cannot be withdrawn without ANZ's written consent and any reduction in the Face Value of the Bills Contract following any such termination or prepayment cannot be subsequently reinstated without ANZ's written consent.

7. ANZ MAY PREPARE BILLS

On or before the Drawdown Date and each Rollover Date, you irrevocably request ANZ to draw, sign and present the Bills which you have requested ANZ to accept and discount at the Yield Rate determined in accordance with Specific Condition 3 on the Drawdown Date or Rollover Date, so that each Bill:

- (a) is dated with the relevant Drawdown Date or Rollover Date;
- (b) is drawn by or on your behalf with the name of the payee to be completed by ANZ;
- (c) names ANZ as drawee and acceptor; and
- (d) is for a Face Value amount determined by you and agreed by ANZ and specified in a Confirmation.

8. YOUR LIABILITY IN RESPECT OF BILLS DISCOUNTED

- (a) As between you and ANZ, you are primarily liable in respect of each Bill drawn by you or on your behalf under the Bills Contract. Accordingly, your liability with respect to each Bill will not be discharged because ANZ becomes the holder of the Bill on or after its maturity. ANZ and you agree that section 66 of the Bills of Exchange Act 1909 does not apply as between ourselves.
- (b) Subject to Specific Condition 9, at or before 11:00 am (Sydney time) on the last day of the relevant Rollover Period for each Bill, you must pay to ANZ an amount equal to the Face Value of that Bill.

9. NET PAYMENTS ON ROLLOVER DATES FOR BILLS

Unless otherwise agreed between you and ANZ, if on the Rollover Date for a Bill, ANZ is obliged to discount one or more replacement Bills, ANZ or you (as the case may be) are only obliged to pay the net amount as between:

- (a) the amount equal to the Face Value of the maturing Bill(s) payable by you to ANZ on that date; and
- (b) the amount payable by ANZ to you under Specific Condition 4, on discounting the replacement Bill(s).

10. COSTS AND LOSSES

You agree to pay or reimburse ANZ, on demand, for all Costs or losses which ANZ reasonably incurs or suffers as acceptor of each Bill except to the extent that such Costs or losses were caused by the negligence, fraud or wilful default of ANZ or its officers, employees, contractors or agents or any receiver appointed by ANZ.

11. ACKNOWLEDGMENT

You acknowledge that:

- (a) it is difficult to predict with any certainty the future movements in interest rates;
- (b) the Yield Rate costs of a Bills Contract may exceed those that would apply for a variable rate Facility;
- (c) ANZ is not responsible in any way for any Costs or losses that you may incur;
- (d) in accepting the Terms of each Bills Contract you rely on your own assessment of future movements in interest rates and not on any representation or assurance by or on behalf of ANZ;
- (e) these Specific Conditions of Use are part of your Agreement with ANZ and should be read in conjunction with the ANZ Business Banking Finance Conditions of Use provided to you and your Letter of Offer;
- (f) words and expressions not defined in these Specific Conditions of Use have the meanings given to them in the ANZ Business Banking Finance Conditions of Use or your Letter of Offer; and
- (g) if there is an inconsistency between a Confirmation and any of these Specific Conditions of Use, the ANZ Business Banking Finance Conditions of Use and your Letter of Offer, the Confirmation prevails.

Australia and New Zealand Banking Group Limited (ANZ) ABN 11 005 357 522. Item No. 83814. 12.2017 W587060



anz.com