

# HSBC Business

Terms and Conditions

18 March 2011

HSBC Business

HSBC   
The world's local bank

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## Introduction

These HSBC Business Terms and Conditions (**Terms and Conditions**) set out the rights, terms, conditions and obligations attaching to your HSBC Business account (**Account**) and the electronic access methods available on the Account.

When you open the Account with HSBC, you are entering into a contract with HSBC in relation to your Account.

Your contract is made up of:

- these Terms and Conditions;
- the Product Disclosure Statement (**PDS**) for your particular kind of HSBC Business Account;
- your Account Opening Documents; and
- if your Account is a Term Deposit Account – your New Term Deposit Confirmation.

Together, these documents govern the relationship between you and HSBC in relation to the Account in your name and the way in which you access the Account.

It is advisable for you to read these Terms and Conditions together with the other documents of your contract carefully. If you do not understand any part of them, or if you have any questions, please speak with a staff member of any HSBC branch or call our Customer Service Line on 1300 731 720 (or from overseas call +61 2 9005 8414).

# Part A: Definitions

## 1 Definitions

1.1 The following expressions have the following meaning where used in these Terms and Conditions:

- (a) **“Account Opening Document”** means any account opening form (either in paper or electronic format), signature card, mandate or other document or agreement signed or entered into in connection with the opening or maintaining of your Account or any linked overdraft facility or Business Visa Debit Card.
- (b) **“ATM Operator Fees”** means the fees that may be charged to your Account if you use an ATM that is owned or operated by another financial institution, bank or their service providers.
- (c) **“Australian Dollars”, “AUD” or “\$”** means the lawful currency of Australia.
- (d) **“Authorised Signatory”** means in relation to the Account any person who is designated as such in an account opening form or other Account Opening Document relating to the Account.
- (e) **“Available Funds”** means at any time in relation to the Account, the credit balance of the Account at that time, less the aggregate amount of all cheques deposited to the Account which at that time have not been cleared and any other amounts which are not cleared or are reserved by HSBC for any reason.
- (f) **“Banking Day”** means a day other than a Saturday or Sunday or a national public holiday. For the avoidance of doubt, the Queen’s Birthday in New South Wales is deemed a national public holiday. If an account is in a currency other than Australian Dollars, Banking Day does not include a national public holiday of the country of the currency or a US public holiday. In the case of the Euro (EUR), it does not include a public holiday in the Eurozone.
- (g) **“Business Term Deposit Account”** means a deposit account in any of the currencies offered where the funds in the account are deposited for the term nominated in the relevant New Term Deposit Confirmation.
- (h) **“Business Visa Debit Card”** means a Business Visa Debit Card issued to a Cardholder by HSBC for use at EFT Terminals to access your EFT Accounts. (Please refer to Part C Banking Electronically Terms for definitions of “Cardholder”, “EFT Terminals” and “EFT Accounts”.)
- (i) **“Excess Rate”** means our applicable Base Lending Rate plus 5% per annum. Our Base Lending Rate is, in relation to a currency, the base lending rate for that currency as established and quoted by us from time to time.
- (j) **“Facsimile Instructions”** means any instructions in respect of your Account which are provided to us by you and/or your Authorised Signatory by facsimile.
- (k) **“Group”** means in relation to HSBC, all of its offices, branches, holding companies, subsidiaries, affiliates and any other entity in respect of which HSBC Holdings plc owns (directly or indirectly) 40 per cent or more of the issued voting share capital or stock.
- (l) **“GST”** and other terms used where the GST meanings are expressly intended have any meanings used in the GST Law or any replacement or other relevant legislation and regulations.
- (m) **“GST Law”** means A New Tax System (Goods and Services Tax) Act 1999 (Cth) or any replacement or other relevant legislation, regulations and any applicable rulings.

- (n) **"HSBC"**, **"we"**, **"our"** or **"us"** means HSBC Bank Australia Limited ABN 48 006 434 162 of Level 32, 580 George Street Sydney NSW 2000, the product issuer of the Account.
- (o) **"New Term Deposit Confirmation"** means, in relation to a Business Term Deposit Account, the document called "New Term Deposit Confirmation" (which is posted to you after your Account is opened) which sets out information about your Business Term Deposit Account, including the amount of the deposit, the term and your instructions about what should happen on maturity (if provided). If you open your Account online, your New Term Deposit Confirmation will also include a transaction reference number.
- (p) **"Overdraft Arrangement Fee"** means the fee, as stipulated in the PDS, that we may debit to your Account in the event that you make either a formal or informal request for an overdraft.
- (q) **"PDS"** means Product Disclosure Statement.
- (r) **"Regulation"** in relation to Euro currency, means regulation (EC No. 1103/97) pronounced by the Council of the European Union, or any replacement regulation.
- (s) **"Service(s)"** means those actions we take, or may take, on your behalf in order to ensure that you properly maintain your Account including but not limited to those actions we take for you in the event of a cheque and/or a direct debit being dishonoured.
- (t) **"you"** or **"your"** means the person(s) named as a customer in the Account Opening Document and where the context permits, it includes all of them. If there is more than one person named as a customer or Account holder, references to you mean each person separately and every two or more persons jointly. "You" includes your successors and assigns.

## Part B: Account Terms

### 1 Account Opening

- 1.1 You must supply the documents, information and authorisations HSBC requires (including, without limitation, the Account Opening Documents) for the purposes of opening and maintaining the Account and to meet HSBC's regulatory obligations.
- 1.2 We may reject an application for the Account.
- 1.3 Minimum opening balances may apply to your Account. Please refer to the relevant PDS.

### 2 Joint Accounts

- 2.1 Where the Account is in the name of more than one person, the following applies:
  - (a) The credit balance in the Account will be held jointly by all of you – this means that each of you separately, and all of you together, have the right to all of the Available Funds in the Account;
  - (b) If the Account at any time has a debit balance, then all of you together and each of you individually, will be liable to repay the whole of the debit balance; and any other amounts payable under these Terms and Conditions;
  - (c) Instructions in respect of the Account may be given only in accordance with the election made by you in the Account Opening Documents except that if we become aware of a dispute between you, we may decide not to operate the Account until all of you have signed an authority for us to act;
  - (d) If one of you dies, your ownership interest in the Account passes automatically to the surviving Account holder(s); and
  - (e) We can send notices, statements and other documents (including any notifying changes to these Terms and Conditions) by mailing them to any of you and they will be taken to have been given to all of you.

### 3 Trust Accounts

- 3.1 You must tell us if you open the Account as trustee and give us the full name of the trust. You must also provide us with a copy of the document creating the trust. If you are the trustee(s) of a trust then:
  - (a) These Terms and Conditions will bind you both personally and as trustee(s) of the trust;
  - (b) You promise you are the only trustee(s) of the trust, the trust is validly constituted and you as trustee(s) have power to enter into these Terms and Conditions; and
  - (c) You promise to comply with your duties as trustee(s).

### 4 Partnership Accounts

- 4.1 If you are a partnership, each partner in the partnership acknowledges and agrees that:
  - (a) the Terms and Conditions bind all the partners of the partnership jointly and each severally. References to "you" or "your" in the Terms and Conditions refer to each partner;
  - (b) any notice by any one or more partner binds all partners;
  - (c) the Terms and Conditions continue to bind the partners of the partnership despite partner, the dissolution, or any change at any time in the constitution of, the partnership;
  - (d) all the provisions under "Joint Accounts" apply in respect of your Account.

## **5 Authorised Signatories**

- 5.1 You may give a maximum of 9 persons who are at least 18 years of age the authority to operate an Account on your behalf as an Authorised Signatory. To do this you will need to sign the documentation we require.
- 5.2 Access to an Account by an Authorised Signatory is subject to our requirements from time to time. All Authorised Signatories must be identified in accordance with the relevant law.
- 5.3 You should ensure that any Authorised Signatory has received and read the Terms and Conditions. If they do not comply with any of these Terms and Conditions, the result will be the same as if you had not complied.
- 5.4 You must tell us if you want to cancel the authority of an Authorised Signatory on the Account. You must do so either:
  - (a) by completing the relevant form and delivering the completed form to an HSBC branch; or
  - (b) if you have provided us with an indemnity in the form we require, by facsimile to Customer Account Processing on fax number +61 2 9006 5440.
- 5.5 You remain responsible for all transactions made by the Authorised Signatory until 48 hours after we receive your cancellation of the authority in one of the above ways.

## **6 Deposits**

- 6.1 The Account may be subject to a minimum opening balance. Please refer to the PDS for confirmation.
- 6.2 We may impose restrictions on the minimum and maximum amounts that we accept as deposits.
- 6.3 We may set restrictions of how deposits are able to be made to the Account.
- 6.4 You will need to arrange any automatic direct deposit with the person who will make the deposit.
- 6.5 If a cheque is deposited, or sums are otherwise transferred, to the Account the amount of the cheque or sums transferred will be credited to the Account by close of business on the Banking Day on which they are received. The amount of any cheque deposited will not be available for withdrawal or transfer to another account until the cheque is cleared.
- 6.6 You will not receive a receipt from us where you deposit cheques in our express boxes located in our branches.
- 6.7 However, you can obtain information about whether or not the deposited cheques funds have processed and cleared into your Account by calling our Direct Banking Centre or viewing your Account information on the internet.
- 6.8 Cheques are usually cleared in 3 days, but clearing may take longer in some instances. It will take a lot longer for a cheque in a foreign currency. If the cheque is returned to us uncleared, we will debit the Account with the amount of the uncleared cheque together with any related charges:
  - (a) made by us, details of which are contained in the PDS; and/or
  - (b) made by another bank.
- 6.9 Where an Australian dollar cheque is deposited into an Account which you hold in a different currency and the Australian dollar cheque is dishonoured, we will debit the Account with the value of the cheque calculated using our prevailing buying rate or the original selling rate, whichever is lower.



## **7 Withdrawals**

- 7.1 We may set restrictions on how withdrawals are able to be made from the Account.
- 7.2 We may set restrictions on the amount that can be withdrawn from the Account at any one time.
- 7.3 The credit balance in a Business Term Deposit Account is deposited for the term specified in the New Term Deposit Confirmation. If you withdraw from your account before the end of the specified term, the whole amount originally deposited will earn a reduced rate of interest and an administration fee may be charged. Please refer to the PDS for further information.

## **8 Operation of the Account generally**

- 8.1 Any debit from or credit to the Account shall be made by us in accordance with our usual practice and, in the case of credits made in anticipation of the receipt of funds, subject to receipt of such immediately available funds. In the event that such funds are not received or any payment is reversed, we may debit the Account with an amount representing funds which are not actually received for value at the anticipated time or the reversed payment.
- 8.2 A debit or credit to the Account is taken to be made, and has effect, on the date assigned to it (which may be different from the date we processed it and recorded it in the Account).
- 8.3 We may subsequently adjust debits and credits to the Account, and the Account balance, to accurately reflect the legal obligations of you and us (for example, if we discover an error or a cheque is dishonoured). If we do this, we may make consequential changes (including to interest amounts).
- 8.4 Subject to any relevant legislation, we may destroy any documents relating to the Account after copying them.
- 8.5 We have the right at any time and for any reason to refuse any transaction to and from your Account. We also have the right to freeze your Account for any reason and at any time. Any profanity that appears on your transaction narrative may be removed by us at our sole discretion.

## **9 Accounts with Cheque Access**

- 9.1 The following terms and conditions apply if you have cheque access to your Account (that is, write cheques against the Account):
  - (a) if requested by you, we will provide cheques to you;
  - (b) you must keep cheque books under secure control at all times;
  - (c) you may only write cheques in Australian currency. The amount should be stated clearly in words and figures in the spaces provided on the cheques. To prevent fraud, words and figures should be written close to the left hand margin so that other words and figures cannot be inserted;
  - (d) alterations to cheques should be counter signed with full signature. Unless a full signature is used, we may return cheques that have been altered;
  - (e) you acknowledge the need to exercise care when drawing cheques and you will not draw cheques by any means which may enable a cheque to be altered in a manner which is not readily detectable;
  - (f) cheque books are issued on and subject to the conditions printed on the inside front cover of the cheque book and you will be bound by those conditions;
  - (g) we reserve the right to impose a service charge or return fee in respect of returned cheques;
  - (h) you may only countermand payment of a cheque by giving written instructions before the cheque has been paid to us, clearly identifying the cheque in question; and

- (i) you must tell us as soon as possible of any loss or theft of any cheques issued or provided to you.
- 9.2 If you do not you may be liable for any loss incurred on your Account. You should notify HSBC in Australia by calling us on 1300 731 720 (or from overseas call +61 2 9005 8414).

## **10 Overdrawn Accounts**

- 10.1 You can request an overdraft, or an increase to an existing overdraft. This is a Service we make available to you so that you do not accidentally embarrass yourself by inadvertently exceeding your Available Funds. You can do this in one of two ways:
- (a) by way of a formal request, that is, you ask us for and we agree to provide you with, an overdraft facility before you authorise any payments or withdrawals from the overdraft facility. An overdraft facility is completely separate and distinct from your Account; or
  - (b) by way of an informal request, that is, where you authorise a payment or withdrawal to be made from your Account which, if made by us, would cause your Account to go overdrawn without having agreed with us in advance an overdraft limit on your Account to cover such payment.
- 10.2 If we receive an informal request for an overdraft limit from you (i.e. your Account becomes temporarily overdrawn), we will consider your request and if we agree to it, we will provide you with an overdraft or an increase to your existing overdraft to cover the item concerned for 62 days. An Overdraft Arrangement Fee may be charged if we agree to your informal request. You will not be charged further Overdraft Arrangement Fee(s) provided your Account does not go any further overdrawn. However, if your Account goes into debit, or the overdrawn balance on your Account increases and you then make another informal request for an overdraft and if we agree to such a request, we may charge you a further Overdraft Arrangement Fee.
- 10.3 If we do not agree to an informal request from you for a temporary overdraft, then we will not make any payment authorised by you that would cause your Account to go overdrawn. We may charge for considering and returning these attempted payment requests and a return fee will be payable for considering and returning these payment requests, e.g. cheque, standing order, direct debit etc. Please refer to the PDS for details about our charges.
- 10.4 If you do require an overdraft or an increase to an existing overdraft, it would be in your interests to contact us to discuss your borrowing requirements as it would probably be cheaper for you to have a formal overdraft than several informal overdrafts.
- 10.5 Unless an Account has an approved overdraft arrangement you should maintain a positive balance in the Account. We are under no obligation to honour cheques, or to pay other transactions which would overdraw an Account or exceed any agreed overdraft. Should we exercise our discretion to honour a cheque or to pay a transaction where no such arrangement exists, or which causes a temporary overdraft limit to be exceeded, the Account must be returned to a positive balance or a balance within the temporary overdraft limit immediately.
- 10.6 If a cheque written on the Account, or a periodic payment or other direct debit from the Account, causes the Account to go into debit the payment may be dishonoured. A fee may be charged for the Services we may provide to you to deal with a dishonoured payment or for allowing the Account to become overdrawn (see Overdrawn Accounts above).
- 10.7 These Services will be provided in the event that you unsuccessfully request a temporary overdraft and you attempt to make a payment from your Account. If these things happen we will charge you a return fee to your Account. We will charge this fee as we will be required to not only consider and return these attempted payment request(s) but also we will monitor your Account and a staff member may attempt to contact you to bring this matter

to your attention and assist you in either making your future payments before your Account becomes overdrawn or by suggesting you utilise a different account. If you remedy the situation before we are able to bring it to your attention we will still charge the fee and you will be able to use this service any time before your Account becomes overdrawn again.

- 10.8 If we have approved a temporary overdraft arrangement for the Account in the manner described in clause 10.2 and the Account becomes overdrawn, debit interest will be charged to the Account. It will be charged on the daily closing debit balance using the Excess Rate. It will accrue daily and be debited to the Account on or about the 28th day of each calendar month. This debit interest is charged in return for us managing the risk we incur in agreeing to your informal request for a temporary overdraft arrangement.
- 10.9 If the Account has an approved overdraft facility and the overdraft limit is exceeded, debit interest on the excess will be charged in accordance with the terms and conditions relating to the overdraft or, if those terms are silent on debit interest on an excess over limit, then interest will be charged on the daily excess amount using the Excess Rate. Please refer to the PDS.

## **11 Interest**

- 11.1 Interest is calculated on the daily closing credit balance in the Account. If you have an Interest Offset Arrangement for the Account you will not earn any interest on any credit balance in that Account while the Interest Offset Arrangement applies.
- 11.2 Interest accrues daily and is paid with the frequency, and to the place, set out in the PDS. Interest is also paid on closure of the Account. If the Account is a Business Term Deposit Account, interest accrues daily and is paid in accordance with the PDS and your New Term Deposit Confirmation.
- 11.3 If the Account is a Business Multi Currency Account, interest is calculated on the individual daily balances of the control currency and each foreign currency. The interest amounts for each currency are totalled and credited to the respective currency monthly.
- 11.4 Interest is paid or credited in full if you are an Australian resident for tax purposes and you have provided your tax file number or your ABN (if you have one) or you satisfy us that you have an exemption from doing so. Otherwise, we are required by law to deduct from any interest payment withholding tax calculated at the highest marginal tax rate plus the Medicare Levy.
- 11.5 If you are not an Australian resident for tax purposes the withholding tax requirements will be different. We are required by law to deduct non-resident withholding tax from any interest payment. Please contact your tax adviser for details.
- 11.6 We are required to report details of income earned, withholding tax deducted and tax file number quoted to the Australian Taxation Office. We are not liable if the Australian Taxation Office requires a deduction for an incorrect amount.

## **12 Interest Rates**

- 12.1 The interest rate on the Account will be the rate we notify you from time to time as applicable to that Account.
- 12.2 Different interest rates may apply to different levels of Account balances. These rates, and the level of Account balances to which they apply, are set by us and, unless the Account is a Business Term Deposit Account, may change at any time.
- 12.3 Details of the current interest rate(s) applicable to the Account are available:
  - (a) by calling 1300 731 720 (or from overseas +61 2 9005 8414);
  - (b) on our internet site [www.hsbc.com.au](http://www.hsbc.com.au); and
  - (c) from any of our HSBC branches on request.
- 12.4 Our current interest rates are also set out in the PDS.

### **13 Fees and Charges**

- 13.1 Other than government fees and charges the fees and charges we debit to your Account from time to time, are debited by us for the provision, to you, of a Service.
- 13.2 These fees and charges for Services will also include the cost of what is charged to us by other financial institutions, banks and service providers who charge us for returning payments that you attempt to make from your Account, via the payment systems that they own. We have little control over the fees and charges charged to us by other financial institutions and banks and service providers.
- If you use an ATM that belongs to another financial institution, bank or their service provider you may be charged an ATM Operator Fee for the use of that ATM. HSBC cannot control these ATM Operator Fees that are charged for use of non-HSBC ATMs. Please check with the other financial institutions, banks or service providers before you use their ATMs.
- 13.3 Regardless of whether or not we provide you with the service before or after we debit the fee to your Account, you authorise us to debit to the Account:
- (a) all fees and charges applicable to the Account as notified to you by us from time to time – (details of fees and charges applicable at the time you open the Account are set out in the PDS); and
  - (b) an amount or amounts on account of any government charges and duties on receipts or withdrawals in relation to the Account or any of the Account documentation (this includes stamp duty where it is applicable).
- 13.4 We will debit the Account for most bank fees and amounts on account of government charges and duties on the first business day of each calendar month. Some fees and charges will be debited when the event for which they have been charged occurs (for example, a fee for dishonour of a cheque will be charged when the cheque is dishonoured). Fees and charges will also be debited on closure of the Account. If these amounts result in a debit balance they are payable on demand or when we debit the Account for them.
- 13.5 Information on current fees and charges is available from us on request.
- 13.6 We may elect not to charge a fee which we are otherwise entitled to charge. Any failure by us to charge a fee will not constitute a waiver of that fee or the right to charge that fee in the future.

### **14 Statements of Account**

- 14.1 We will issue you with a monthly statement of the Account or as otherwise requested by you and agreed by us, e.g. quarterly, unless you have Business Visa Debit Card access to your Account in which case we will only issue statements monthly. However, statements of account are not provided where the Account is a Business Term Deposit Account.
- 14.2 For the purposes of identifying errors and ensuring that the Account balance is correct, you must carefully examine all statements supplied by us and promptly advise us in writing of any error contained in a statement. Except in relation to an EFT Transaction, if you do not notify us within 30 days of the date you receive a statement that you did not authorise a transaction appearing on the statement you agree that you do not have the right to make a claim against us regarding any lack of authority or forgery in relation to that transaction.
- 14.3 We may adjust debits and credits to the Account, and the balance owing on the Account, so as to accurately reflect the legal obligations of you and us (for example, because of an error or because a cheque is dishonoured). If we do this we may make consequential changes (including to the interest paid or charged).
- 14.4 In the absence of manifest error, the records of HSBC shall be conclusive evidence of the matters to which they relate.

## **15 Stopping Payment**

- 15.1 You or an Authorised Signatory may stop payment on a cheque written on the Account with cheque access by giving instructions in writing to HSBC before the cheque has been paid. Those instructions must clearly identify the cheque in question.
- 15.2 When you have authorised us to make regular automatic payments from the Account, and you want to stop these payments, you must provide written instructions at least 3 Banking Days before the next payment is scheduled to be made. Full details of the payment (amount, due date, payee) will be required.
- 15.3 Transactions through Phone Banking or Internet Banking may not be able to be stopped once you have given your instruction. The only exception to this is a transfer to another account with HSBC which may be able to be stopped or reversed if you contact our operator assisted Phone Banking service. If you have authorised another party to debit an Account and you want to stop this arrangement, you must provide written instructions to us setting out full details of the periodical debit at least 3 Banking Days before the next debit is due.
- 15.4 There will be a fee for stopping cheques payment or direct debit (refer to the PDS).
- 15.5 If you ask us to cancel a direct debit authorising us or another party to deduct funds from your Account we will do so within a reasonable period. However, the cancellation of a direct debit may put you in breach of your contract with that other party. We will not be responsible for any such breach or for any loss or damage you may suffer in connection with any such breach.
- 15.6 We will promptly process any complaint by you that a direct debit was unauthorised or otherwise irregular.

## **16 Foreign Currencies**

- 16.1 All interest accruing on an Account (whether credit or debit interest) will usually accrue and be paid or payable in the currency in which the account is denominated, except for the Business Multi Currency Account in which case interest is calculated on the daily balances of the individual currencies. The interest amounts for each currency are totalled and credited to the respective currency monthly. We are only obliged to perform our other obligations in relation to an Account in the currency in which those obligations are denominated. However, we reserve the right to perform any obligation in any currency, at any rate and in any manner in each case as we determine, and such performance shall constitute a good and valid discharge of those obligations.
- 16.2 Fees and charges and any other amount payable by you under the Terms and Conditions which are payable or expressed in Australian Dollars may, in relation to currencies other than Australian Dollars, be converted to the relevant currency by us before being debited to the Account.
- 16.3 If for any reason, including bankruptcy, any amount is received by us in a currency other than that in which it is payable, you must immediately indemnify us for any exchange loss.
- 16.4 We may make any currency conversion at our spot rate of exchange for the relevant currencies.
- 16.5 You acknowledge that we have no liability or responsibility whatsoever, and have given no advice, in respect of movements in interest rates or exchange rates. You will make your own judgments and decisions whether to open an Account in a currency other than Australian Dollars. We do not monitor movements in exchange rates for you – this is your responsibility.

## **17 Foreign currency conversions**

- 17.1 An instruction provided through our Internet Banking Service to purchase or sell foreign currency that is provided to us on a Banking Day will be processed by us on the same

Banking Day if we receive the instruction prior to the instruction cut-off time for the transfer of the relevant currency. The currency exchange rate that we apply is the rate that applies at the time we process the instruction. Please note that the instruction cut-off times differ depending on the currency being transferred. Information on instruction cut-off times can be obtained by calling us.

- 17.2 If we receive the instruction through the Internet Banking Service after the instruction cut-off time, we will not process the instruction until the next Banking Day. You acknowledge that the currency exchange rate that we apply is the rate that applies at the time we process the instruction. Therefore, if we are provided with instructions after the relevant instruction cut-off time we will process the instructions on the next Banking Day at the currency exchange rate that applies at the time we process the instruction on that day. Please note that due to fluctuations in exchange rates, if we are provided with instructions after the relevant instruction cut-off time on a Banking Day there will always be a risk that the exchange rate that applies to the transfer may be less beneficial to you than had we been provided with instructions prior to the relevant instruction cut-off time.
- 17.3 An instruction provided through our Phone Banking Service will be processed, using the currency exchange rate that applies at the time when we process the instruction. You acknowledge that the currency exchange rate that we apply is the rate that applies at the time we process the instruction. Therefore, if we are provided with instructions at the end of the Banking Day we may process the instructions on the next Banking Day at the currency exchange rate that applies at the time we process the instruction on that day. Please note that due to fluctuations in exchange rates, if we are provided with instructions at the end of a Banking Day there will always be a risk that the exchange rate that applies to the transfer may be less beneficial to you than had we been provided with instructions prior to the end of the Banking Day.
- 17.4 If we have obligations to you in Great Britain Pounds Sterling and the Euro replaces the Great Britain Pound Sterling, we will discharge those obligations by making payment in Euros, at the rate of exchange specified in the Regulation.

## **18 Facsimile Instructions Indemnities**

- 18.1 If you provide us with Facsimile Instructions you agree, so far as it is permissible by law:
- (a) that all risks of unauthorised instructions of fraud lie with you and are not borne by us;
  - (b) you agree to indemnify us and hold us harmless against any and all claims which you or any third party may have against us for any damage, loss, cost or expense which you or that a third party may suffer or incur (whether directly or indirectly and whether foreseeable or not) as a result of or in connection with:
    - (i) us acting upon any instructions sent by facsimile purporting to be from you or persons authorised by you from time to time;
    - (ii) us not acting upon any instructions sent by facsimile purporting to be from you or persons authorised by you from time to time;where we (in our subjective determination) consider or suspect that such instructions may have been fraudulently communicated to us, mistakenly or without authority or contain material omissions or errors. Nothing in these paragraphs shall be construed as requiring us to make enquiries as to the genuineness or validity of an instruction (the Facsimile Instructions Indemnity);
  - (c) the Facsimile Instructions Indemnity contained in clause (b) above is subject to us acting upon instructions from persons purporting to be you or persons authorised by you from time to time by notice to us. For the purposes of this paragraph a person shall be deemed a person authorised by you if you have held out that person to us as a person authorised by you and have not notified us in writing that such person has ceased to be authorised;

- (d) your Account is designed for use by your business and established primarily for business purposes.

## **19 Set-off**

- 19.1 We may, at any time and without notice to you:
  - (a) combine or consolidate any or all of your accounts with us (including the Account); and/or
  - (b) apply any credit balances in any accounts with us (including the Account) against or in satisfaction of all or any of your liabilities to us or any other member of the Group.
- 19.2 If we do, the amount in an Account may reduce.
- 19.3 We may do so in respect of any obligation (whether or not matured and whether actual or contingent) owed by you to us, regardless of the place of payment, booking branch or currency of either obligation and regardless of whether our obligation has matured (for example if our obligation is to repay a term deposit).
- 19.4 Our rights with respect to the Account shall not be affected by your death or legal incapacity.
- 19.5 If any obligations are in different currencies, we may convert either obligation at its spot rate of exchange.
- 19.6 If any obligation is unliquidated or unascertained, we may set off an amount estimated by us in good faith to be the amount of that obligation.

## **20 Closing an Account**

- 20.1 We reserve the right to close the Account for any reason. We will notify you in writing if we do so.
- 20.2 You may close the Account at any time by written notice to us; however, we reserve the right not to close the Account if there are any liabilities (actual or contingent) owing to us.
- 20.3 The credit balance of the Account plus deposit interest if any, less any accrued debit interest, less any accrued account fees, including monthly fees where applicable, and government charges applicable up to the closing date will be paid to you when the Account is closed. Monthly fees will apply even though the Account has been open for only part of the calendar month.
- 20.4 Any part of the Account balance which is not Available Funds at the time of a request to close the Account will not be available until the funds are cleared. If the Account has a debit balance, the balance plus any accrued debit interest, account fees including monthly fees and government charges applicable up to the closing date will be payable by you to us.
- 20.5 When you close the Account on which you have been issued with cheques you must return to us any unused cheque forms. The Account may only be closed after any outstanding cheques have been presented. We reserve the right to return any cheques presented for payment after the Account has been closed and to refuse to close the Account if any cheques issued or provided to you have not been returned to us.
- 20.6 Upon the closure of the Account by us, all liabilities (actual or contingent) owing to us in relation to the Account shall become immediately due and payable. These Terms and Conditions shall continue in full force and effect until all those liabilities have been fully discharged.
- 20.7 When you close an Account which has one or more linked Business Visa Debit Cards, you must not use (and you must ensure that Cardholders do not use) the Business Visa Debit Cards after the Account has been closed. You must return all Business Visa Debit Cards to us (cut diagonally in half, through the magnetic stripe and through any embedded chip) or satisfy us that they have been destroyed.

## **21 Blocking an Account**

- 21.1 We reserve the right to block access to and/or restrict the operation of the Account for any reason. We will notify you in writing if we do so.
- 21.2 We may be precluded by law from giving you a reason as to why we have taken this action.
- 21.3 If we do block access to and/or restrict the operation of the Account you must make alternate arrangements for any direct debits paid from the Account.

## **22 Inactive Accounts**

- 22.1 Except where your Account is a Business Term Deposit Account, the Account becomes inactive if no deposits or withdrawals are made during a continuous 12 month period. Under these conditions we reserve the right to close the Account without any notice to you.
- 22.2 Balances on the Account which have not been used by making a deposit or withdrawal (excluding any bank charges or interest paid) for seven years are treated by the law as unclaimed moneys. In such situations the Account is closed and credit balances are dealt with in accordance with the relevant legislation.

## **23 Payments**

- 23.1 In addition to your obligations if the Account becomes overdrawn, you agree that if you fail to pay any amount payable by you under these Terms and Conditions, you will, to the extent permitted by applicable law, pay to us interest on the unpaid amount at the Excess Rate. All payments by you under these Terms and Conditions shall be made free of withholding or deduction on account of tax or other charges. However, to the extent that any payment is subject to withholding or deduction on account of tax or other charges, then you shall be liable to pay an additional amount such that the net payment to us after the withholding or deduction equals the amount otherwise payable by you.
- 23.2 The following applies in relation to GST:
  - (a) dollar amounts stated to be payable by you in any part of these Terms and Conditions are the full amounts payable by you and include GST where it applies. If we notify you of a new or changed fee or charge the amount we notify you will include any applicable GST; and
  - (b) in relation to other amounts you may be required to pay us under or in relation to these Terms and Conditions (for example, enforcement expenses) if all or any part of a payment you are required to make does incur GST, then you must pay us an amount which includes the GST on that payment. Where you have to reimburse or indemnify us for an amount, that amount will be inclusive of any GST or other tax payable by us.



# Part C: Banking Electronically Terms (for HSBC Business)

## 1 Introduction

- 1.1 These Banking Electronically Terms (for HSBC Business) (Banking Electronically Terms) are part of the Terms and Conditions. They apply if your Account can be accessed by Phone Banking Service or one or more Business Visa Debit Cards.
- 1.2 If there is any inconsistency between the Account Terms and these Banking Electronically Terms, these Banking Electronically Terms prevail in respect of EFT Transactions.
- 1.3 Please note that the Internet Banking Service is governed by the terms and conditions contained in the Product Disclosure Statement for the Business Internet Banking Service that will be provided to you when you register for the Internet Banking Service through [www.hsbc.com.au](http://www.hsbc.com.au). For clarity, this Part C Banking Electronically Terms (for HSBC Business) does not apply to the Internet Banking Service.

## 2 Additional definitions used in relation to EFT Transactions

- 2.1 The following terms have the following meaning where used anywhere in this document:
  - (a) **Access Code** means the Personal Identification Number (PIN) supplied to a Delegate by HSBC for accessing the Service or executing instructions via the Service. Except for the Business Visa Debit Card, when a Delegate uses the Access Code for the first time the Delegate will be required to change the Access Code and select a new Access Code.
  - (b) **Access Method** means a method that HSBC makes available to Delegates of a Service and accepts as authority to act on an instruction given through Electronic Equipment. A reference to an Access Method includes a reference to each of its individual components and includes, but is not limited to a Business Visa Debit Card, an Identifier, an Access Code or any combination of these. It does not include a method where a manual signature is the principal intended means of verifying the authority to give the instruction.
  - (c) **Account Terms** means Part B of these Terms and Conditions.
  - (d) **ATM** means an automatic teller machine.
  - (e) **Billers** means an organisation which tells you that you can make payments to it through the Bpay<sup>®</sup> Scheme.
  - (f) **Bpay<sup>®</sup> Payment** means a payment you instruct HSBC to make on your behalf to a Biller through the Bpay<sup>®</sup> Scheme.
  - (g) **Bpay<sup>®</sup> Scheme** means an electronic payments scheme through which you can ask HSBC, while HSBC remains a member of the scheme, to make payments on your behalf to Billers. HSBC will tell you if it ceases to be a member of the scheme.
  - (h) **Business Visa Debit Card Transaction** means a transaction where a Delegate obtains value:
    - (i) by using a Business Visa Debit Card in an imprinter and signing a transaction voucher;
    - (ii) by giving a Business Visa Debit Card number over the telephone, by mail or by any electronic means; or
    - (iii) by using a Business Visa Debit Card through EFTPOS and selecting the "CR" or "credit" key on the keyboard.
  - (i) **Cardholder** means a person who holds a Business Visa Debit Card. A Cardholder is a kind of Delegate.
  - (j) **Daily Visa Purchase Limit** means the total maximum that may be accessed on any one day for Visa Debit Transactions and is set by the Authorised Signatory from time to time.

- (k) **Daily Withdrawal Limit** means in respect of transactions using your Business Visa Debit Card, inclusive of any ATM Operator Fees, the total maximum withdrawal from your relevant Account that may be obtained with the Business Visa Debit Card through:
- an ATM; or
  - an EFTPOS Transaction using a Business Visa Debit Card where the “SAV” (“savings”) or “CHQ” (“cheque”) key is selected on the EFT Terminal, and is set by the Authorised Signatory from time to time.
- (l) **Delegate** means you and any other person authorised by you and HSBC to use the Service to access and operate your EFT Account alone.
- Where the Service is Business Visa Debit Card, Delegate means a Cardholder.
- Where the Account is a Business Term Deposit Account, a Delegate can open the Account, place the maturity instruction and modify the maturity instruction for the Business Term Deposit Account.
- (m) **EFT Account** means the Account (as defined in Part A of these Terms and Conditions) which you nominate to conduct EFT Transactions and which HSBC authorises you to access using EFT Transactions. If there is more than one Account holder and/or more than one Authorised Signatory to the Account, each Account holder and each Authorised Signatory must be authorised to operate the Account alone.
- (n) **EFTPOS** means an electronic funds transfer point of sale terminal.
- (o) **EFT System** means the shared system under which EFT Transactions are processed.
- (p) **EFT Terminal** means any terminal connected to the electronic banking system and authorised by HSBC for use with an Access Method to conduct an EFT Transaction, including ATMs and EFTPOS.
- (q) **EFT Transaction** means an electronic funds transfer from or to an EFT Account initiated by a Delegate through Electronic Equipment using an Access Method.
- (r) **Electronic Communication** means a message HSBC transmits to a Delegate and the Delegate receives from HSBC electronically, in a form that the Delegate can retain for later reference such as by printing or by storing for later display or listening.
- (s) **Electronic Equipment** includes, but is not limited to a computer, a telephone and an EFT Terminal.
- (t) **Facsimile Instructions** means any instructions in respect of your Account which is provided to us by you and/or your Authorised Signatory.
- (u) **Identifier** means information which must be provided to access your EFT Account using Electronic Equipment and which is not required to be kept secret. An Identifier includes, but is not limited to, the PBN, Account number, Business Visa Debit Card number and Business Visa Debit Card expiry date.
- (v) **Instruction** means any request or instruction to HSBC which is effected through the Service by use of an Access Method.
- (w) **Internet Banking Service** means the service that HSBC makes available through the internet network to enable the electronic receipt and transmission of information and instructions (including in relation to an EFT Account). This service is governed by the terms and conditions contained in our Business Internet Banking Product Disclosure Statement.
- (x) **Merchant** means a supplier of goods or services who has an EFT Terminal.
- (y) **Payment Cut-off Time** means the time in Sydney after which HSBC will not process or make any further payments in that currency on that day. The cut-off time varies between currencies. The list of specific cut-off times for specific currencies is available at [www.hsbc.com.au](http://www.hsbc.com.au)

- (z) **PBN** means the ten digit Personal Banking Number supplied to a Delegate and by which HSBC identifies a Delegate for the purposes of using the Service.
- (aa) **Phone Banking Service** means the Service which is the telephone instruction and information service made available by HSBC's Direct Banking Centre 24 hours, 7 days a week every day of the year.
- (bb) **PIN** means the Personal Identification Number used as an Access Code supplied to a Delegate by HSBC for accessing a Service or executing instructions via a Service.
- (cc) **Service** means the Phone Banking Service or Business Visa Debit Card.
- (dd) **Telegraphic Transfer** means a payment which is transmitted either directly or indirectly by telecommunication methods from HSBC to a beneficiary's bank. Funds sent overseas this way will normally be received by the beneficiary bank within 48 hours.
- (ee) **Unauthorised** means without the knowledge or consent of a Delegate.
- (ff) **Unauthorised EFT Transaction** means an electronic funds transfer from an Account initiated through Electronic Equipment using an Access Method without the knowledge or consent of a Delegate.

### 3 Acceptance

- 3.1 The first use of an Access Method by a Delegate after receiving these Business Electronically Terms will constitute your agreement to the Banking Electronically Terms in respect of the Service which is accessed.
- 3.2 These Banking Electronically Terms also apply to any Access Method replaced or re-issued by HSBC.

### 4 Additional Delegates

- 4.1 If HSBC agrees, you may authorise other persons as Delegates to access and operate your EFT Account (including any overdraft facility) using a Service.
- 4.2 We suggest you provide all Delegates with a copy of these Banking Electronically Terms. A Delegate's access to your EFT Accounts using a Service is governed by the relevant provisions of these Banking Electronically Terms as well as section 5 Authorised Signatories of Part B and other relevant sections of the Account Terms. You must ensure that each Delegate protects their Access Method in the same way these Banking Electronically Terms require you to protect your Access Method.
- 4.3 You will be liable for all transactions carried out on your Account by any person authorised by you (including Cardholders issued with a Business Visa Debit Card). Your cancellation of a Delegate's authority will not be effective until your notification of the cancellation is received by HSBC and, where applicable, all Business Visa Debit Cards held by all Cardholders have been returned to HSBC or HSBC is satisfied that all Business Visa Debit Cards held by all Cardholders have been destroyed.

### 5 Agreed limits

- 5.1 Delegates must not use an Access Method to withdraw funds in excess of any limit agreed with HSBC. In the case of Business Visa Debit Card, this includes the Cardholder's Daily Visa Purchase Limit and the Daily Withdrawal Limit. If an EFT Account goes over the agreed limit, HSBC may permit a Delegate to use the Access Method, but you must ensure that funds are deposited into the EFT Account which bring the EFT Account back within its agreed limit, without unreasonable delay.
- 5.2 Merchants, our agents and other financial institutions may impose their own restrictions on the amount of funds that may be withdrawn, paid or transferred.

## 6 Daily Limits for Phone Banking

6.1 If you transfer funds through our Phone Banking Service your limits are as follows:

	<b>Phone Banking Service daily limit per Delegate*</b>
Transfer between EFT Accounts	AUD 500,000
Transfer between EFT Accounts and	
<ul style="list-style-type: none"> <li>third party accounts (including third party HSBC accounts);</li> </ul>	AUD 3,000 automated
<ul style="list-style-type: none"> <li>accounts you may have with another HSBC entity or other financial institutions.</li> </ul>	AUD 20,000 Direct Service Centre staff assisted.
Bpay®	AUD 20,000

\* The maximum daily limit figures in this table refer to the daily limits that apply to each Delegate. For example, if you have two Delegates, each Delegate may each effect daily transfers "between EFT Accounts" of up to \$500,000.

6.2 All amounts are in Australian Dollars (or AUD equivalent for the Business Multi Currency Account).

6.3 If we are the Biller in HSBC's VISA Credit Cards then we will limit the transaction into your Account to AUD10,000 per day.

## 7 Termination

7.1 You may stop your use of the Service at any time by giving written notice to HSBC.

7.2 HSBC may terminate the Service at any time by giving you a written notice.

7.3 HSBC may suspend or cancel an Access Method at any time without notice if it believes the Access Method is being misused, there is a concern as to the security of the Access Method or there is non-compliance with the Terms and Conditions.

7.4 When an Access Method has been cancelled by you or HSBC, Delegates must not attempt to use the cancelled Access Method again. Where the Service is Business Visa Debit Card, we may require you to return all Business Visa Debit Cards held by all Cardholders.

7.5 Bill payments or funds transfers for which Instructions have been given and which are scheduled to be made after your use of the Service is terminated may not be effected by HSBC.

## **8 Facsimile Instructions and indemnity**

- 8.1 If you provide us with Facsimile Instructions you agree, so far as it is permissible by law:
- (a) that all risks of unauthorised instructions of fraud lie with you and are not borne by us;
  - (b) you agree to indemnify us and hold us harmless against any and all claims which you or any third party may have against us for any damage, loss, cost or expense which you or that a third party may suffer or incur (whether directly or indirectly and whether foreseeable or not) as a result of or in connection with:
    - (i) us acting upon any instructions sent by facsimile purporting to be from you or persons authorised by you from time to time;
    - (ii) us not acting upon any instructions sent by facsimile purporting to be from you or persons authorised by you from time to time where we (in our subjective determination) consider or suspect that such instructions may have been fraudulently communicated to us, mistakenly or without authority or contain material omissions or errors. Nothing in these paragraphs shall be construed as requiring us to make enquiries as to the genuineness or validity of an instruction.
  - (c) the indemnity contained in clause (b) above is subject to us acting upon instructions from persons purporting to be you or persons authorised by you from time to time by notice to us. For the purposes of this paragraph a person shall be deemed a person authorised by you if you have held out that person to us as a person authorised by you and have not notified us in writing that such person has ceased to be authorised.
  - (d) If there is any inconsistency with the terms of this Facsimile Instructions Indemnity and/or our Banking Electronically Terms, unless otherwise provided by law, the Banking Electronically Terms will prevail.
- 8.2 Your EFT Account is designed for use by your business and established primarily for business purposes.

## **9 Telegraphic Transfers**

- 9.1 Where you request an outward Telegraphic Transfer (TT) to be effected from an EFT Account, you acknowledge and agree that the following terms and conditions apply.
- 9.2 In the absence of any specified instructions to the contrary, HSBC may either effect a TT in the currency of the country in which payment is to be made or in our sole discretion, choose not to effect the TT until further instructions are obtained from you in which case, HSBC will not be responsible for any loss or delays which you may suffer.
- 9.3 Depending on your instructions, we may be required to use intermediaries in order to effect a TT on your behalf. These intermediaries may levy fees and charges in addition to those levied by us. A beneficiary's bank or financial institution may also levy fees and charges.
- 9.4 Unless you provide instructions to the contrary, all charges incurred outside Australia are for the account of the beneficiary.
- 9.5 We reserve the right to draw any TT on a different place from that specified by you if operational circumstances so require.
- 9.6 Payment requests delivered to HSBC (in any form including electronically or otherwise), are subject to cut off times. These cut off times may vary depending on the geographical location of the destination and/or currency and are subject to change from time to time. A list of cut off times is available from us on request.
- 9.7 Any requests received by us within the cut off time for the relevant currency, will be processed on the requested value date so long as they are in a form acceptable to us. However while we will remit your funds on value date, we cannot confirm the actions of the receiving bank nor guarantee that the funds will be received by the beneficiary on the same day. Funds sent by TTs will usually be received by the beneficiary bank within two Banking Days from the time the TT is processed. We will not be liable for any delays in processing by the beneficiary bank.

- 9.8 Any requests received by us after the cut off times for the relevant currency, will not be processed on the same day and will be processed the next Banking Day.
- 9.9 We will effect a TT on the basis of our actual selling rate for the relevant currency against the AUD (or another currency in which your account is denominated where applicable) at the time of processing the TT. The applicable amount will be debited from your Account at the time the TT is processed.
- 9.10 TTs are dispatched entirely at your own risk.
- 9.11 We are at liberty to send any TT either literally or in cipher and we accept no responsibility for any loss, delay, error, omission or mutilation, which may occur in the transmission of any message or for its misinterpretation when received.
- 9.12 You may only cancel or amend a TT if we agree in our absolute discretion. In effecting a TT from your Account, we may be required by law or other rules, policies or guidelines by which we are bound, to disclose certain information which we hold about you to the beneficiary and/or the beneficiary's bank or intermediary service providers in the course of effecting the payment, and by requesting us to perform the TT, you consent to our disclosure of your information.
- 9.13 Where you receive an inward payment into your Account by way of TT and that payment is made in a foreign currency, we will convert that payment into Australian Dollars unless your Account is denominated in that foreign currency or you have instructed us to convert such payment into another currency which your account is denominated.
- 9.14 Fees and charges are payable in respect to your receipt of an inward or request for payment of an outward TT. These are set out in the PDS.

## **10 Receipts**

- 10.1 If an EFT Terminal does not provide a receipt, a Delegate's branch may be able to provide one if the branch is able to verify that the transaction took place at the time and place and in the amount reported by the Delegate.

## **11 Access to the Phone Banking Service**

- 11.1 You agree that any person who supplies HSBC with your PBN and Access Code, or a Delegate's PBN and Access Code, may be allowed access to the Phone Banking Service and to any EFT Account. You acknowledge that HSBC will not make a payment to another person unless the correct Access Code and PBN are supplied.
- 11.2 You agree that HSBC may delay acting upon an Instruction or ask for more information before acting on an Instruction.
- 11.3 HSBC may specify limits on transaction types and values in respect of certain accounts or the use of the Phone Banking Service and may refuse to act on an Instruction if a transaction exceeds a particular limit. Please refer to section 6 of Part C of this document entitled "Daily Limits for Phone Banking" for details of limits imposed upon the Service. When Bpay® Payments are made, other participants in the Bpay® Scheme may impose additional restrictions.
- 11.4 Where HSBC has Instructions for more than one payment from an EFT Account, it will determine the order or priority in which the payments are made.
- 11.5 HSBC may change a Delegate's PBN or Access Code at any time, by notifying the Delegate in writing. Delegates may change their Access Code at any time.
- 11.6 If you request and if HSBC agrees, you and a third party may nominate a third party's HSBC Business account to be accessed through the Phone Banking Service. You will ensure that access to the third party's account through the Phone Banking Service is limited to making enquiries of the third party's account. You indemnify HSBC against any loss or damage it may suffer due to transactions in respect of the third party's account being conducted through the Phone Banking Service.

## 12 Processing Instructions

- 12.1 If a Delegate gives an Instruction on a Banking Day to make a payment from an EFT Account after the Payment Cut-off Time it may be processed on the next Banking Day.
- 12.2 If a Delegate gives an Instruction to make an Australian Dollar payment between any accounts with HSBC on a day when any branch of HSBC is open for business it will be made on that day. If no branch of HSBC is open for business the transfer will be made on the next day upon which such a branch is open for business.
- 12.3 If a Delegate gives an Instruction to make an Australian Dollar transfer to any account not held with HSBC on any day which is not a Banking Day it will not be made until the next Banking Day.
- 12.4 If a Delegate gives an Instruction to transfer a currency (other than Australian Dollars) after the Payment Cut-off Time, it will be made on the next day which is both a Banking Day and a day upon which banks in the country of the relevant business are open for business other than a day which is Saturday or Sunday in Australia.
- 12.5 A Bpay<sup>®</sup> Payment may take longer to be credited to a Biller if a Delegate gives an Instruction to make the payment on a day which is not a Banking Day or if another participant in the Bpay<sup>®</sup> Scheme does not process the request as soon as they receive its details.

## 13 Recording Telephone Calls

- 13.1 HSBC may record telephone calls made to HSBC's Direct Service Centre for either training, verification, authentication and/or quality control purposes.
- 13.2 To help improve our services, and in the interests of security, we may monitor and/or record any telephone calls between us and you or any Delegate. Any recording may be used as evidence.

## 14 Bill payments - Bpay<sup>®</sup> Scheme

- 14.1 The following information must be given to HSBC to instruct it to make a Bpay<sup>®</sup> Payment:
  - (a) the PBN and Access Code;
  - (b) the EFT Account from which the payment is to be made;
  - (c) the amount to be paid;
  - (d) the Biller's code number (found on the bill); and
  - (e) the Customer Reference Number (e.g. the account number with the Biller).
- 14.2 HSBC will then debit your EFT Account with the amount of that Bpay<sup>®</sup> Payment. HSBC will not be obliged to effect a Bpay<sup>®</sup> Payment Instruction if the information given is incomplete and/or inaccurate.
- 14.3 Generally, a Bpay<sup>®</sup> Payment will be treated as received by the Biller to whom it is directed:
  - (a) on the date HSBC is told to make it, if this occurs before the Payment Cut-off Time on a Banking Day; or
  - (b) otherwise, on the next Banking Day.
- 14.4 A delay might occur in the processing of a Bpay<sup>®</sup> Payment where:
  - (a) there is a public or bank holiday on the day after HSBC is told to make a Bpay<sup>®</sup> Payment; or
  - (b) a Biller, or another financial institution participating in the Bpay<sup>®</sup> Scheme, does not comply with its obligations under the Bpay<sup>®</sup> Scheme.
- 14.5 While it is expected that any delay in processing a payment for any of these reasons will not continue for more than one Banking Day, any such delay may continue for a longer period. It is the Delegate's responsibility to allow for sufficient time for the processing of payments to the Biller.

- 14.6 Delegates must be careful to tell HSBC the correct amount to be paid. If the amount HSBC was instructed to pay was less than the amount needed to be paid, another Bpay<sup>®</sup> Payment should be made for the shortfall. If the amount HSBC was instructed to pay was greater than the amount intended, the Biller should be contacted to obtain a refund.
- 14.7 HSBC will attempt to make sure that Bpay<sup>®</sup> Payments are processed promptly by Billers and other participants in the Bpay<sup>®</sup> Scheme.
- 14.8 HSBC will not accept an order to stop a Bpay<sup>®</sup> Payment once HSBC has been instructed to make that Bpay<sup>®</sup> Payment.
- 14.9 If HSBC is advised by a Biller that a Bpay<sup>®</sup> Payment cannot be processed, HSBC will:
- (a) advise you of this;
  - (b) credit the relevant EFT Account with the amount of that Bpay<sup>®</sup> Payment; and
  - (c) take all reasonable steps to assist in making the Bpay<sup>®</sup> Payment as quickly as possible.
- 14.10 A mistaken Bpay<sup>®</sup> Payment is a Bpay<sup>®</sup> Payment to a person or for an amount which is not in accordance with the Instructions given to HSBC, if any. If your EFT Account is debited with the amount of a mistaken Bpay<sup>®</sup> Payment, HSBC will credit that amount to your EFT Account. However, you must pay HSBC the amount of a mistaken Bpay<sup>®</sup> Payment if a Delegate is responsible for a mistake resulting in that payment and HSBC cannot recover the amount from the person who received it within 20 Banking Days of attempting to do so.
- 14.11 You acknowledge that the receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that Biller.
- 14.12 If you notify HSBC that a Bpay<sup>®</sup> Payment made from your EFT Account is Unauthorised, you must provide HSBC with a written consent addressed to the Biller who received that Bpay<sup>®</sup> Payment, allowing HSBC to obtain from that Biller information about your account with that Biller or the Bpay<sup>®</sup> Payment, including your customer reference number and such information as is reasonably required to investigate the Bpay<sup>®</sup> Payment. If you do not give that consent to HSBC, the Biller may not be permitted under law to disclose to HSBC the information it needs to investigate or rectify that Bpay<sup>®</sup> Payment.
- 14.13 Subject to the Terms and Conditions:
- (a) HSBC is not liable for any consequential loss or damage you may suffer as a result of using the Bpay<sup>®</sup> Scheme, other than due to any loss or damage you suffer due to the negligence of HSBC, or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent; and
  - (b) you indemnify HSBC against any loss or damage it may suffer due to any claim, demand or action of any kind brought against it arising directly or indirectly because you:
    - (i) did not observe any of your obligations under; or
    - (ii) acted negligently or fraudulently in connection with, these Terms and Conditions.
- 14.14 HSBC may at any time suspend your right to participate in the Bpay<sup>®</sup> Scheme and will do so without notice if HSBC suspects a Delegate, or someone acting on your behalf, or acting fraudulently.
- 14.15 Bpay<sup>®</sup> Payments for which Instructions have been given and which are scheduled to be made while your right to participate in the Bpay<sup>®</sup> Scheme is suspended will not be processed by HSBC.



## 15 Security of Access Methods

- 15.1 Delegates must keep their Access Methods secure to prevent Unauthorised use of EFT Accounts. Delegates must take care to ensure that Access Methods are not misused, lost or stolen and that the Access Method does not become known to anyone else.
- 15.2 These guidelines should be followed by Delegates to ensure the security of an Access Method.
- 15.3 To protect a Business Visa Debit Card:
- (a) Sign the Business Visa Debit Card as soon as it is received.
  - (b) Carry the Business Visa Debit Card whenever possible.
  - (c) Always keep the Business Visa Debit Card in a safe place and check regularly to ensure that it has not been lost or stolen.
  - (d) Do not lend the Business Visa Debit Card to anyone.
  - (e) When an EFT Transaction is complete, remember to take the Business Visa Debit Card and any receipt.
- 15.4 To protect the Access Code or PIN
- (a) Memorise the Access Code or PIN when it is received and destroy HSBC's notification of the Access Code or PIN.
  - (b) Do not tell or show the Access Code or PIN to another person or allow it to be seen by another person (including family and friends).
  - (c) Do not keep a record of an Access Code or PIN in a way in which it can be determined by another person.
  - (d) Do not record an Access Code or PIN and Identifier together, or record a PIN on the Business Visa Debit Card.
  - (e) Do not record an Access Code or PIN on Electronic Equipment or related articles without making a reasonable attempt to disguise the Access Code or PIN or prevent unauthorised access to the record.
  - (f) Delegates should not select an Access Code or PIN which represents their birth date as a numeric code, or an alphabetical code which is a recognisable part of their name, their telephone number or anything else that could be associated with them.
  - (g) Be ready to use the Business Visa Debit Card and enter the PIN when at the Electronic Equipment.
  - (h) Do not allow anyone to watch the PIN being entered at Electronic Equipment.
  - (i) Do not leave anything behind after making an EFT Transaction, such as the Business Visa Debit Card or transaction receipt.
  - (j) Press the CANCEL or CORRECTION button or symbol immediately if a mistake is made. It is not possible to stop a transaction once it has been accepted.
  - (k) Notify HSBC immediately by calling 1300 731 720 (or from overseas +61 2 9005 8414) at any time if a record of an Access Code or PIN is lost or stolen or if a Delegate suspects that someone else may know an Access Code or PIN.
- 15.5 If a memory aid is required to recall the Access Code or PIN such a record may be made provided the record is reasonably disguised.
- 15.6 Examples which we do not consider provide a reasonable disguise are:
- (a) recording the Access Code or PIN as a series of numbers with any of them marked, circled or highlighted to indicate the Access Method;
  - (b) recording the Access Code or PIN with surrounding information which makes it stand out from its context;

- (c) recording the Access Code or PIN as a string of digits in isolation from other information unless the context provides adequate disguise;
- (d) disguising the Access Code or PIN by reversing the number sequence;
- (e) describing the disguised record as a "PIN record," "Access Code record" or similar;
- (f) disguising the Access Code or PIN using alphabetical characters or numbers eg A = 1, B = 2, C = 3, etc, or in any other easily understood code;
- (g) if we allow Delegates to select or change the Access Code or PIN, selecting or disguising the Access Code or PIN using any of the following combinations (or parts of them), with the Access Code or PIN in its correct sequence within the combination:
  - (i) dates of birth;
  - (ii) personal telephone numbers;
  - (iii) car registration numbers;
  - (iv) family members' names;
  - (v) social security numbers; or
  - (vi) licence numbers.
- (h) recording the Access Code or PIN as a:
  - (i) date of birth;
  - (ii) postcode; or
  - (iii) telephone number,
 without additional features of disguise;
- (i) storing the Access Code or PIN in any low security electronic device of any kind, such as (but not limited to):
  - (i) calculators;
  - (ii) personal computers; or
  - (iii) electronic organisers.

15.7 There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning the Access Code or PIN.

### **Cancellation and return of Business Visa Debit Cards**

- 15.8 We may cancel a Business Visa Debit Card, ask for its return, retain a Business Visa Debit Card presented to us or another person or otherwise cancel access to an EFT Account at any time without notice.
- 15.9 A Business Visa Debit Card must not be used after it is cancelled nor, in respect of an Account, if access to that account is cancelled or that EFT Account is closed and when we give you notice of the cancellation of a Business Visa Debit Card you must return the Business Visa Debit Card to us (cut diagonally in half, through the magnetic stripe and through any embedded chip) or satisfy us that all Business Visa Debit Cards have been destroyed. You will be liable for any use of a Business Visa Debit Card until all Business Visa Debit Cards are returned to us. If access to an Account is cancelled or an Account is closed, you must also ensure that any periodical debit authorities in respect of that Account are cancelled.
- 15.10 You must also return all Business Visa Debit Cards (cut diagonally in half, through the magnetic stripe and through any embedded chip), or satisfy us that all Business Visa Debit Cards have been destroyed, if we request you to do so.
- 15.11 You may cancel a Business Visa Debit Card at any time by telling us in writing and returning it to us (cut diagonally in half, through the magnetic stripe and through any embedded chip), or satisfying us that the Business Visa Debit Card has been destroyed.

15.12 Access to an Account is automatically cancelled if, in relation to the Account, there is more than one Account holder or Authorised Signatory and each is no longer authorised to operate the Account alone.

## **16 Reporting loss, theft, unauthorised use of a Business Visa Debit Card, breach of Access Code security etc.**

- 16.1 Delegates must notify HSBC immediately if a Business Visa Debit Card is lost, stolen or misused or if an Access Code or PIN becomes known to someone else or if a transaction is suspected to have been made on an EFT Account without a Delegate's authority. Delegates should also notify HSBC if they believe they have made a mistake in instructing HSBC to make a Bpay® Payment, if there are any delays or mistakes in processing Bpay® Payments, if a Bpay® Payment that has been made from an EFT Account is Unauthorised, or if a Delegate has been fraudulently induced to make a Bpay® Payment.
- 16.2 Delegates should notify HSBC in Australia by calling its Customer Service line at any time by calling 1300 731 720 (or from overseas +61 2 9005 8414). If you do not you may be liable for any loss incurred on your Account. For Business Visa Debit Cards you may also call the nearest Visa Global Assistance Centre.
- 16.3 HSBC will acknowledge the notification by giving the Delegate a reference number that verifies the date and time HSBC was contacted. The number is proof that HSBC was advised according to these Banking Electronically Terms and should be kept for future reference. HSBC will then cancel the Access Method and arrange for the Delegate to select a new one.
- 16.4 If for any reason HSBC's customer service line is unavailable and this prevents notification, you will not be liable for any Unauthorised transaction which could have been prevented during this period if the customer service line had been available, provided HSBC is notified within a reasonable time of the customer service line becoming available again. If a Cardholder recovers a Business Visa Debit Card that has been reported lost or stolen, the Business Visa Debit Card must not be used again. Instead, the recovery should be reported to us or, where the Cardholder is overseas, to any financial institution displaying the Visa card symbol. The Business Visa Debit Card should then be cut in half and returned to us.
- 16.5 You agree that HSBC may disclose information about you or your EFT Account to the police or other third parties if it thinks it will help prevent or recover losses or if it is legally obliged to do so.

## **17 Liability for Unauthorised EFT Transactions**

- 17.1 You are liable for all EFT Transactions carried out in respect of your EFT Accounts with the knowledge and consent of a Delegate.
- 17.2 You will not be liable for any loss in respect of an EFT Account caused by an Unauthorised EFT Transaction:
- (a) resulting from Unauthorised use of a Business Visa Debit Card or an Access Code or PIN before the Delegate has received the Business Visa Debit Card or Access Code which forms part of their Access Method;
  - (b) after HSBC receives notification that a Business Visa Debit Card has misused, lost or stolen, or the Access Code, or PIN has become known to someone else;
  - (c) relating to any component of an Access Method that is forged, faulty, expired or cancelled;
  - (d) caused by the fraudulent or negligent conduct of employees or agents of:
    - (i) HSBC; or
    - (ii) any organisation involved in the provision of the EFT System, where it is clear that the Delegate has not contributed to the loss; or
  - (e) caused by the same transaction being incorrectly debited by HSBC more than once to the same EFT Account.

- 173 Where HSBC proves on the balance of probabilities that the Delegate has contributed to any loss in respect of an EFT Account resulting from an Unauthorised EFT Transaction by:
- (a) the Delegate's fraud;
  - (b) voluntarily disclosing the Access Code or PIN to anyone, including a family member or friend;
  - (c) indicating the PIN on the Business Visa Debit Card;
  - (d) keeping a record of the PIN with any one article or several articles carried with the Business Visa Debit Card or liable to loss or theft simultaneously with the Business Visa Debit Card, without making any reasonable attempt to disguise the PIN or taking responsible steps to prevent Unauthorised access to that record;
  - (e) where the Access Method comprises an Access Code or PIN without a Business Visa Debit Card, keeping a record of the Access Code or PIN on one article or on several articles so that they are liable to loss or theft simultaneously, without making any reasonable attempt to disguise the Access Code or PIN or taking responsible steps to prevent Unauthorised access to that record;
  - (f) when selecting or changing an Access Code or PIN, choosing an Access Code which represents as a numeric code the Delegate's birth date or an alphabetical code which is a recognisable part of the Delegate's name;
  - (g) acting with carelessness in failing to protect the security of the Access Code or PIN;
- you will be liable for all loss which occurs before HSBC is notified of the Unauthorised use or breach of Access Code or PIN security.
- 174 Where HSBC proves on the balance of probabilities that the Delegate has contributed to any loss in respect of an EFT Account resulting from an Unauthorised EFT Transaction by unreasonably delaying in notifying HSBC of the Unauthorised use, loss or theft of the Business Visa Debit Card or that the Access Code has become known to someone else, you will be liable for all loss which occurs between when the Delegate became aware of the loss, theft or Unauthorised use (or should reasonably have become aware in the case of a lost or stolen Business Visa Debit Card) and when HSBC was actually notified.
- However, even if HSBC proves on the balance of probabilities that the Delegate has contributed to any loss in respect of an EFT Account resulting from an Unauthorised EFT Transaction you will not be liable for:
- (a) That portion of the loss incurred on any one day which exceeds any applicable daily transaction limits;
  - (b) That portion of the loss incurred in a period which exceeds any other periodic transaction limits applicable to that period;
  - (c) That portion of the loss on an EFT Account which exceeds the balance of that Account (or where you have any pre-arranged credit, exceeds the approved credit limit);
  - (d) Loss incurred on any Accounts which you had not agreed with HSBC could be accessed using the Access Method; or
  - (e) Where the Unauthorised EFT Transaction relates to a Business Visa Debit Card, any loss that would exceed the amount of your liability to us had we exercised our rights (if any) under the rules of the Business Visa International card scheme against other parties to that scheme.
- 175 Where a PIN was required to perform the Unauthorised EFT Transaction and we do not prove that you have contributed to any loss, your liability for loss in respect of an EFT Account arising from an Unauthorised EFT Transaction is the lesser of:
- (a) \$150;
  - (b) the balance of the relevant EFT Account (or where you have any pre-arranged credit,

- the approved credit limit) but only if you had agreed with HSBC that the EFT Account could be accessed with the Access Method;
- (c) the actual loss at the time HSBC is notified of the Unauthorised use, loss or theft of the Business Visa Debit Card or the breach of PIN (except that portion of the loss incurred on any one day that exceeds any daily or periodic transaction limits applicable to the use of the Access Method or EFT Account); or
  - (d) where the Unauthorised EFT Transaction relates to a Business Visa Debit Card, the amount of your liability had we exercised our rights (if any) under the rules of the Visa International card scheme against other parties to that scheme.

### **Liability for other Unauthorised transactions on a Business Visa Debit Card**

- 17.6 If, in cases not involving EFT Transactions, a Business Visa Debit Card is used without a Cardholder's authority, you are liable for the actual loss arising from the Unauthorised transaction(s) before we are notified of the Unauthorised use (except that portion of the loss incurred on any one day which exceeds any applicable daily or other periodic transaction limit) less any amount recovered by us in the exercise of our rights (if any) under the rules of the Visa International card scheme against other parties to that scheme.

## **18 Electronic system malfunctions**

- 18.1 We will make all reasonable efforts to ensure that the Electronic Equipment or systems provided by or on behalf of us is operational and is functioning correctly. If the electronic system for processing transactions initiated using a Business Visa Debit Card malfunctions, alternative manual procedures may be available from the Merchant for retail point-of-sale transactions by using a Business Visa Debit Card and signing a Cardholder's authorisation of the transaction.
- 18.2 We are not liable to you if that Electronic Equipment or system does not accept a Cardholder's Instructions, or if an Access Method fails to operate the Electronic Equipment or system.
- 18.3 If the Electronic Equipment or system provided by or on behalf of HSBC to facilitate EFT Transactions malfunctions, HSBC will account to you for any loss caused by the equipment or system accepting a Cardholder's Instructions but failing to complete the transaction. However, if the Cardholder should have known that the equipment or system was unavailable for use or malfunctioning, HSBC will only be responsible for correcting errors in the Account and refunding to you any associated fees or charges.
- 18.4 Cardholders should make a note of the location of the relevant Electronic Equipment or system, the time of the malfunction and the amount involved and report the malfunction to HSBC. You should also check your next Account statement to verify that the necessary corrections have been made to the EFT Account.

## **19 Business Visa Debit Cards**

### **Issue of Business Visa Debit Cards**

- 19.1 You can have up to 5 Business Visa Debit Cards linked to your Account (including any overdraft facility). Primary Cards are issued to Authorised Signatories only. Additional Cards are issued to persons who are not Authorised Signatories.
- 19.2 The Daily Visa Purchase Limit and the Daily Withdrawal Limit are set during the Business Visa Debit Card ordering process. Only an Authorised Signatory can set or vary these limits.
- 19.3 Business Visa Debit Cards can have restricted access to view account balances and restricted access to cash withdrawals via EFTPOS and ATM. Only an Authorised Signatory can set or vary these access restrictions.
- 19.4 For the purpose of these Terms and Conditions, Cardholders are Delegates who are authorised to access and operate your Account by Business Visa Debit Card, subject to

these Terms and Conditions and such limits and access restrictions as the Authorised Signatories notify us of in writing from time to time.

### **Receipt of a Business Visa Debit Card and PIN**

- 19.5 Each Business Visa Debit Card or its replacement will be sent to the Account holder's address by mail. Each Business Visa Debit Card should be signed by the Cardholder upon receipt. Soon after receipt of a Business Visa Debit Card, a Cardholder will receive a PIN for the Business Visa Debit Card. This will be in a specially sealed envelope to ensure that it is secure.
- 19.6 Where we give you a Business Visa Debit Card from an HSBC branch, the PIN will be received in the specially sealed envelope at the same time as the Business Visa Debit Card. If travelling overseas, both the Business Visa Debit Card or replacement Business Visa Debit Card and PIN may be made available to Cardholders at an HSBC branch or other location acceptable to HSBC. Each Business Visa Debit Card is for the sole use of the person named on it and is only valid from the "valid from" date (when shown or, if not shown, the issue date) to the "valid end" date shown on it.
- 19.7 Each Business Visa Debit Card remains our property. We may issue replacement Business Visa Debit Cards at any time.

### **Use of a Business Visa Debit Card at an ATM or EFTPOS**

- 19.8 You authorise us to act on the Instructions entered into an EFT Terminal when:
- (a) a Business Visa Debit Card is used with the PIN at the EFTPOS Terminal and the "savings" or "cheque" or "credit" button is selected; or
  - (b) a Business Visa Debit Card is used without a PIN at an EFT Terminal and the "CR" or "credit" button is selected.
- 19.9 If it is not possible to carry out the Instructions given using a Business Visa Debit Card at an EFT Terminal on your EFT Account, the transaction may be directed to any other account you have with us.
- 19.10 Cash dispensed from an ATM is at your risk from when it becomes visible or available to a Cardholder at an ATM.
- 19.11 Unless there is a system malfunction or the transaction is a Business Visa Debit Card transaction using the "CR" or "credit" button without PIN, an EFT Terminal will only accept a Business Visa Debit Card if the correct PIN is entered on the keypad of the EFT Terminal. If the PIN is not accepted by an EFT Terminal, the sale and or provision of cash will be refused.
- 19.12 If, for any reason other than a malfunction, a Merchant does not accept a Business Visa Debit Card, or if a Cardholder has a complaint about the goods or services provided, this must be taken up with the Merchant and not with HSBC.

## **20 Daily Business Visa Debit Card Limits**

- 20.1 You must not use an Access Method to withdraw funds in excess of the Account balance. If the Account balance is exceeded without our approval, you must immediately repay the excess and the terms relating to Overdrawn Accounts will apply to your Account.
- 20.2 We will advise you separately of any other transaction limits that might apply. Merchants, our agents and other financial institutions may impose their own restrictions on the amount of funds that may be withdrawn, paid or transferred.

## **21 Overseas transactions**

- 21.1 Withdrawals made using a Business Visa Debit Card in an overseas country are subject to fees. The fees may change from time to time at HSBC's discretion. The Account in Australia will be debited with the amount of the overseas withdrawals at the prevailing foreign exchange rates, as determined by the relevant member of the HSBC Group or by HSBC's agents on the day of conversion to Australian currency.

- 21.2 The use of a Business Visa Debit Card in an overseas ATM or EFTPOS terminal displaying the Visa, Visa PLUS logos (as applicable) is governed by the regulations of the country in which the service is used and by these Terms and Conditions.
- 21.3 Transactions with a Business Visa Debit Card are converted from the currency of the transaction to the Australian Dollar equivalent as at the date they are processed. If you use your Business Visa Debit Card for purchases including online purchases or withdrawals from ATMs in an overseas country, we will charge fees as set out in the PDS. All transactions are listed on your Statement of Account in the currency of the transaction and the Australian Dollar equivalent.

## **22 Receipts**

- 22.1 If an EFT Terminal does not provide a receipt, a Delegate's branch may be able to provide one if the branch is able to verify that the transaction took place at the time and place and in the amount reported by the Delegate.

## **23 Using a Business Visa Debit Card**

- 23.1 The Business Visa Debit Card can normally be used to obtain goods and services at Merchants (such as shops, vehicle repairers, restaurants and theatres) in Australia and overseas where the Visa symbols are displayed.
- 23.2 Cardholders can use the Business Visa Debit Card to obtain goods and services through mail order, by telephone, over the internet and by other means accepted by us from time to time, where the Merchant accepts that form of payment.
- 23.3 We have no control over the hours a Merchant may be open for business. The hours during which an EFT Terminal will be available may therefore vary in accordance with the Merchant's opening hours.
- 23.4 Some transactions need authorisation from us. We may choose not to authorise a proposed transaction.
- 23.5 We are not responsible for goods or services obtained by using a Business Visa Debit Card, unless the law makes us liable. Therefore, if a Cardholder has any complaints about goods or services, they must be taken up with the Merchant.
- 23.6 You agree that the amounts shown on each sales voucher are sufficient evidence of the cash price of the goods or services to which the voucher relates.
- 23.7 The fact that card promotional material or the Visa symbol is displayed at a Merchant's premises cannot be taken as a warranty by the Merchant or a guarantee by us that all goods and services available there may be obtained by using the Business Visa Debit Card. We are not responsible if a Merchant refuses to accept or honour the Business Visa Debit Card, does not allow cash withdrawals or places other limitations on using the Business Visa Debit Card.
- 23.8 Cardholders must check that the correct amount is entered in an EFT Terminal or written in the "total" box on a voucher before authorising a transaction or signing a voucher.
- 23.9 Cardholders may be able to obtain cash on your relevant EFT Account by presenting the Business Visa Debit Card at a branch counter of a financial institution with whom we are associated.
- 23.10 When obtaining cash at a branch of any associated financial institution, Cardholders may be required to produce suitable identification which identifies the holder of the Business Visa Debit Card (such as photographic driver's licence or passport). We do not warrant that ATMs will always have money available. The minimum and maximum amount of cash that can be obtained using the Business Visa Debit Card may vary depending on which financial institution the Business Visa Debit Card is used at.

## Part D: General Terms

### 1 Code of Banking Practice

- 1.1 The relevant provision of the Code of Banking Practice will apply to your Account.

### 2 Our Rights

- 2.1 We are authorised to select and use agents and third parties in the performance of any transaction in connection with these Terms and Conditions including, without limitation, the enforcement of these Terms and Conditions against you.
- 2.2 We are authorised to use any payment system or intermediary bank we reasonably select. Notwithstanding any communication to the contrary from you, we shall act in accordance with the rules and regulations of any payment system or intermediary bank that we select.
- 2.3 Our duty to perform any obligation shall be suspended to the extent that, and for so long as, we cannot act on or execute, or are restricted in acting upon or executing, any instruction from you or performing any other obligation due to any events or circumstances outside our control.
- 2.4 To the extent that, and for so long as, such measures or events persist we are not obliged to perform that obligation at some other place, in some other currency or by providing cash.
- 2.5 Our right of set off obligation in different currencies is not affected.

### 3 Your Responsibilities

- 3.1 You promise that all particulars given to us (whether in an Account Opening Document or otherwise) are accurate and complete and not, by omission or otherwise, misleading.
- 3.2 You owe us a duty of care and will not do anything which may facilitate, or omit to do anything which may prevent, any fraud, forgery or other illegal act.
- 3.3 In order to ensure our records are accurate you will promptly notify us in writing of any change in:
  - (a) your name or address;
  - (b) the authority of any Authorised Signatory; or
  - (c) the contents of any Account Opening Documents or any other documents, information or authorisations supplied pursuant to the Account Opening Documents.
- 3.4 If you are registered for our Phone Banking Service or our Internet Banking Service you may notify us of a change of address by phone.
- 3.5 If no such notice is given (regardless of whether such change is registered in a public registry), we are entitled to rely on information, authorisations and documents previously supplied by you. We will not be responsible for any errors or losses associated with Account changes where we have received no or inadequate prior notice.

### 4 Your Confidential and Personal Information

- 4.1 In order for us to provide or to consider providing banking and/or financial services to you (including the Account) and/or to enter into any transactions with you or for or on your behalf, we are required to, and will collect and hold information about you, including credit information and confidential information ("Customer Information").
- 4.2 Where permitted by law, we may disclose Customer Information (whether within or outside Australia):
  - (a) to any member of the HSBC Group or third parties;
  - (b) for purposes such as (but not limited) to the processing of data by us;



- (c) for the storing of Customer Information within Group's systems (where such systems may be located offshore and owned by another Group entity);
  - (d) to facilitate any transactions entered into between you and us and/or any transactions entered into or performed by us at your or any Authorised Signatory's request and for or on your or any Authorised Signatory's behalf;
  - (e) in order to provide banking and financial services to you or your Authorised Signatory on your behalf;
  - (f) to engage someone else (a Service Provider) or an organisation to do something on our behalf such as a mailing house or lawyer;
  - (g) to promote, facilitate and manage the provision of any other HSBC products or services to you (including those products and services offered by others on our behalf), as well as for planning, product development and research purposes and to seek your feedback on the products and services offered by us;
  - (h) to identify and develop products or services that may interest you and to market them to you (unless you ask us not to); and
  - (i) in order for us, or a member of the Group, to comply with anti-money laundering and terrorist financing laws in Australia or any other country or with disclosure requirements under any law binding on us.
- 4.3 Whether it is used, stored or processed in Australia or elsewhere in the world, the Customer Information will be protected by strict confidentiality and security, which all members of the HSBC Group, their staff and any third parties are subject to and will only be used in accordance with our instructions unless otherwise required or allowed:
- (a) by law or any governmental or regulatory agency or authority; or
  - (b) for the purpose of preventing or detecting fraud.
- 4.4 When you open your account with us you must provide us with accurate and complete information to enable us to provide you with products and services which are best suited to your needs. The privacy of your personal information is important to us.
- 4.5 As permitted by law, we may collect and disclose your information as follows:
- (a) personal information collected about you will be used for the primary purpose of our dealings with and provision of banking and financial services to you and/or any Authorised Signatory;
  - (b) collection of some of the information about them may be a requirement under laws or regulations;
  - (c) we may also give their information to such parties and for such purposes such as those stated above;
  - (d) any payment system operators and participants in payment systems;
  - (e) to brokers and others, such as a financial planner, financial adviser or accountant if these people refer your business to us;
  - (f) any person acting on your behalf which may include but is not limited to financial advisers, solicitor, accountant, trustees, guardians, executors or any attorney;
  - (g) other financial institutions if you seek credit from them or to facilitate your transactions with another financial institution such as ATMs, internet banking and Bpay®;
  - (h) we can disclose your information as required by law such as under court orders, taxation or social security laws or statutory notices; or
  - (i) we may provide your information to others where you have otherwise consented to the disclosure of that information.

- 4.6 You and any Authorised Signatory can access your or their information at any time by contacting us. A fee may apply. We will comply with such requests unless we may or we are required to refuse to do so under any applicable laws or regulations.
- 4.7 To find out more about our handling of personal information please refer to our privacy policy which is available on our website at [www.hsbc.com.au](http://www.hsbc.com.au) or upon request.

## **5 Anti-Money Laundering, Terrorist Financing, Sanctions etc.**

5.1 You acknowledge and agree that:

- (a) we and other members of the HSBC Group are required to comply with Australian and global anti-money laundering and counter-terrorism financing laws, sanctions implementation laws and the regulations, requests, directives and policies of Australian and overseas regulators as well as our Group policies associated with enforcing these laws. We must also comply with financial and suspicious matter reporting requirements under these laws that:
- (i) may prohibit us from entering or concluding transactions involving certain persons, entities or services; or
- (ii) may require us to report transactions of a certain amount or of a suspicious nature, or a suspicious matter to a local or overseas regulatory authority.

Transactions impacted include those that may:

- (iii) involve the provision of finance to any person or entity involved or suspected of involvement in terrorism, money laundering or any terrorist or money laundering act; or
- (iv) be relevant to investigation of an actual or attempted evasion of a taxation law, investigation of or prosecution of a person for a money laundering or terrorist financing offence or an offence against a law of the Commonwealth or a Territory, or the enforcement of the Proceeds of Crimes Act 2002 (Cth) or its State or Territory equivalent;
- (v) involve persons or entities which may be the subject of sanctions.
- (b) we, and other members of the HSBC Group, may intercept and investigate any payment messages and other information or communications sent to or by you or on your behalf via our systems and may delay, block or refuse to make any payment and payment screening may cause a delay in processing certain information; and
- (c) neither we nor any member of the HSBC Group will be liable for any loss (whether direct or consequential and including without limitation loss of profit or interest) or damage suffered by any party, arising out of any action taken or any delay or failure by us, or any member of the HSBC Group, in performing any of its duties or other obligations, caused in whole or in part by any steps taken as set out under this section headed "Anti-Money Laundering, Terrorist Financing, Sanctions etc."

5.2 To help improve our services, and in the interests of security, we may monitor and/or record any telephone calls between us and you or any Authorised Signatory. Any recording may be used as evidence.

## **6 Costs and Expenses**

6.1 You shall pay to us all reasonable costs and expenses (including legal fees on a full indemnity basis) incurred by us in connection with:

- (a) the exercise and preservation of rights under these Terms and Conditions;
- (b) the appointing of agents or third parties for the purposes of providing certain services to you; and
- (c) any legal proceedings or disputes between you and a third party where we become involved in such proceedings or disputes.

6.2 These costs and expenses are payable on demand or when we debit the Account for them.

## **7 Changes to the Terms and Conditions**

7.1 We have the right to change any part of these Terms and Conditions or the PDS. For example, we may:

- (a) change any applicable interest rate or rates (except the rate applying to a Business Term Deposit Account during its term) and the tier to which an interest rate applies;
- (b) change the minimum opening deposit and minimum Account balance;
- (c) change the fees and charges; and
- (d) introduce new fees and charges. All these charges can be made without your consent.

7.2 We will give you notice in writing at least 30 days before the change comes into effect if we:

- (a) introduce a fee or charge (other than a government charge);
- (b) change the method by which interest is calculated or the frequency with which it is credited or debited;
- (c) change the minimum balance to which an account keeping fee applies; or
- (d) change the balance ranges within which interest rates apply to an Account.

7.3 In any other case we will give you notice of the change in writing or by advertisement in the national or local media no later than the day the change takes effect.

7.4 We may notify you of the introduction or change of a government charge payable directly or indirectly by you by advertisement in the national or local media or in writing. We will not need to do so if the government advertises the change.

## **8 Electronic Communication**

8.1 Where applicable to your EFT Account and Access Method, HSBC may ask you to agree that HSBC may satisfy any requirements under these Terms and Conditions to provide you and any Delegate with information (including a written notice) by:

- (a) Electronic Communication to an electronic address nominated by you or the Delegate; or
- (b) making the information available at our website [www.hsbc.com.au](http://www.hsbc.com.au) for retrieval by you or a Delegate (after notifying you or the Delegate by Electronic Communication to an electronic address nominated by you or the Delegate that the information is available for retrieval and the nature of the information and providing you or the Delegate with the ability to retrieve the information by Electronic Communication).

8.2 If you agree:

- (a) you will not receive paper copies of the relevant information, however HSBC may decide to send you information in paper copy where we deem it appropriate;
- (b) you or the Delegate will need to regularly check to see if he or she has received any Electronic Communications from us;
- (c) you or the Delegate will need to maintain and check his or her electronic address regularly to ensure it is always capable of receiving an Electronic Communication; and
- (d) you or the Delegate will be responsible for printing or saving important information – and we strongly recommend that Delegates do so.

8.3 You may at any time by notice to HSBC terminate your agreement to receive information by Electronic Communication.

## **9 Commissions**

- 9.1 If you are introduced to us by, or apply to us through, a third party (such as a financial planner, financial adviser, broker or accountant) then you acknowledge that we may pay that third party a commission.

## **10 Miscellaneous**

- 10.1 To the maximum extent allowed by law, you give up any right to set off any amounts we owe you (for example, credit balances in your Accounts) against amounts you owe us.
- 10.2 If any provision of these Terms and Conditions is, or becomes, illegal, invalid or unenforceable in any jurisdiction, this will not affect:
- (a) the validity or enforceability in that jurisdiction of any other provision of these Terms and Conditions; or
  - (b) the validity or enforceability in other jurisdictions of that or any other provision of these Terms and Conditions.
- 10.3 Our rights under these Terms and Conditions:
- (a) may be exercised as often as necessary;
  - (b) are cumulative and not exclusive of its rights under any applicable law; and
  - (c) may be waived only in writing and specifically.
- 10.4 Any delay in the exercise or non-exercise of any such right is not a waiver of that right.
- 10.5 No mortgage, charge or other security interest may be granted over or in respect of any Account other than in our favour. Your rights in connection with any Account may not be transferred or assigned.
- 10.6 Proof of posting or transmission of any notice or Account statement (other than a Business Visa Debit Card or an Access Code or PIN) to you shall be deemed to be proof of receipt of the notice or Account statement by you at the time when the notice or Account statement would in the ordinary course be delivered or transmitted notwithstanding the fact that you may not actually receive it.
- 10.7 In the event of any inconsistency between these Terms and Conditions and the PDS for your particular kind of Account, the terms of the PDS prevail, to the extent of the inconsistency.

## **11 Law and Jurisdiction**

- 11.1 The Terms and Conditions shall be governed in accordance with the laws in force in New South Wales.
- 11.2 If you are not a resident of Australia:
- (a) you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in the state of New South Wales and any other court of any other jurisdiction notified to you by us for this purpose;
  - (b) you agree, on request by us, to appoint an agent for service of process in Australia; and
  - (c) you consent to the service of process out of any courts in Australia by mailing of copies of process by certified or registered airmail postage prepaid to you at your address given in the Account Opening Documents or to any appointed process agent. In either case service will be taken to have been effected on receipt. Nothing in these Terms and Conditions affects the right to serve process in any other manner permitted by law. The following complaint handling procedures apply to the Account and payment methods described in this document.

# Part E: Dispute Resolution

## 1 Making a Complaint

- 1.1 If you believe a transaction is wrong or unauthorised or there is an error in an account statement, if you have any concerns about a procedure, compliance issue, or have encountered a problem with our service we want you to tell us about it. We have designed a simple customer complaint process.

## 2 HSBC Business Customers

- 2.1 If you are an HSBC Business customer and have a complaint or concern, make it known at your branch where the Branch Customer Service Manager should be able to resolve the problem; if not the Branch Manager can undertake further investigation and action.

## 3 Customer Relations

- 3.1 If your complaint hasn't been resolved to your satisfaction, contact our Customer Relations Complaints team by calling 1300 308 188 or if you are calling from overseas: +61 2 9005 8181.
- 3.2 Or you can visit our website, [www.hsbc.com.au](http://www.hsbc.com.au) and record your complaints or feedback via the "Contact Us" icon.

## 4 HSBC's Investigations

- 4.1 Our front line staff, managers or Customer Relations team should be able to resolve any issues you raise. If HSBC is unable to resolve your complaint immediately to your satisfaction, HSBC will advise you of the procedures for the further investigation and handling of your complaint and may ask you to provide further details. For example, if there is a dispute over who is liable for a loss resulting from an unauthorised transaction, you will be asked to complete and sign a form providing further information.
- 4.2 HSBC will investigate your complaint and within 21 days of receiving your complaint write to you, explaining the outcome of its investigation or that more time is needed to complete the investigation.
- 4.3 Unless there are exceptional circumstances, HSBC will complete its investigation within 45 days of receiving your complaint. If HSBC is unable to resolve your complaint within 45 days, HSBC will write to you and inform you of the reasons for the delay and provide you with monthly updates on the progress of its investigation and an indication of when your complaint is likely to be resolved, except where HSBC is awaiting a response from you and you have been advised that it requires such a response.

## 5 Results of HSBC's Investigations

- 5.1 When HSBC completes its investigations of your complaint, it will notify you in writing of:
  - (a) the result;
  - (b) the reasons for its decision with reference to the relevant provisions of the Terms and Conditions; and
  - (c) any further action you can take in respect of your complaint.
- 5.2 If your Account is found to have been incorrectly credited or debited, HSBC will adjust your Account accordingly (including any interest and charges) and notify you in writing of the amount of the adjustment and, if the incorrect crediting relates to a discrepancy between the amount recorded by us the Electronic Equipment or Access Method as having been deposited and the amount recorded by us having been received, we will also notify you of the difference and the actual amount which has been credited to your Account.
- 5.3 If HSBC finds that you are liable for all or part of the disputed transaction, it will supply

you with copies of any document or other evidence on which it based its findings, and advise you in writing if there was any system or equipment malfunction at the time of the transaction.

- 5.4 If you are not satisfied with the decision, you may wish to take the matter further. You may for instance, contact the Financial Ombudsman Service.

## **6 For Electronic Banking Customers only**

- 6.1 If we fail to observe the appropriate procedures for complaint investigation and resolution, allocation of liability and communication of the reasons for our decision set out in these conditions and such failure prejudices the outcome of our investigation of the complaint or results in unreasonable delay in its resolution, we may be liable for part or all of the amount of the transaction which is the subject of the complaint.

## **7 Financial Ombudsman Service**

- 7.1 The Financial Ombudsman Service (FOS) scheme is an impartial, independent and free service for personal and small business customers.
- 7.2 For more information refer to the FOS website [www.fos.org.au](http://www.fos.org.au)
- 7.3 You can contact FOS by writing to:

Financial Ombudsman Service  
Mail: GPO Box 3 Melbourne, VIC 3001  
Phone: 1300 780 808  
Facsimile: (03) 9613 7345  
Email: [enquiries@fos.org.au](mailto:enquiries@fos.org.au)

## **8 EFT Transactions**

- 8.1 If in relation to an EFT Transaction we fail to observe the appropriate procedures for complaint investigation and resolution, allocation of liability and communication of the reasons for our decisions, and such failure prejudices the outcome of our investigation of the complaint or delayed its resolution, we may be liable for part or all of the amount of the EFT Transaction which is the subject of the complaint.

## **9 Business Visa Debit Cards**

- 9.1 Complaints and queries concerning Business Visa Debit Cards can only be made by an Authorised Signatory.
- 9.2 If an Authorised Signatory has a complaint concerning a matter relating to the use of a Business Visa Debit Card or if they believe there is an error on a statement of Account relating to the use of a Business Visa Debit Card, they must tell us immediately in Australia by telephoning 1300 731 720 or contacting their HSBC branch or, if overseas, by telephoning +612 9005 8414. We may decide to resolve the matter under the rules of the Visa International card scheme. If we do so, resolution of the matter will be governed by the time limits imposed by those rules and if an Authorised Signatory delays notifying us of any apparent error, our ability to investigate and resolve the complaint may be restricted. For this reason an Authorised Signatory should report any suspected Unauthorised transaction to us as soon as possible.
- 9.3 If we are unable to resolve the matter immediately to the Authorised Signatory's satisfaction, the Authorised Signatory should notify us in writing. We may ask the Authorised Signatory to provide further details, including information concerning each transaction the Authorised Signatory wishes to query. When we receive this advice we will inform the Authorised Signatory in writing of our procedures to handle and investigate the matter.
- 9.4 Within 21 days after receiving the relevant details of the matter from the Authorised Signatory, we will advise the Authorised Signatory in writing of either the outcome of our

investigation or our need for more time to complete our investigation. In all but exceptional cases we should complete our investigation within 45 days of receiving the details.

- 9.5 Subject to paragraphs 9.6(a) to (d) below, where an investigation continues beyond 45 days, we will write to the Authorised Signatory and inform them of the reasons for the delay and provide them with monthly updates on the progress of our investigation and a date when a decision can be reasonably expected, except where we are waiting for a response from the Delegate and we have advised the Authorised Signatory of this fact.
- 9.6 If we resolve a complaint or query by exercising our rights under the rules of the Visa International card scheme we will:
- (a) advise the Authorised Signatory of either the outcome of our investigation or our need for more time in accordance with the time limits under those rules;
  - (b) write to inform the Authorised Signatory of the reasons for delay only where an investigation continues beyond 60 days and provide the Authorised Signatory with updates on progress every two months;
  - (c) inform the Authorised Signatory in writing of when a decision can be reasonably expected; and
  - (d) suspend your obligation to pay any amount which is the subject of the complaint or query or any credit or other charges related to that amount until the matter has been resolved. Your obligation to pay any such amount or charges will be reinstated if the matter is not resolved in your favour.
- 9.7 Please note that although we are a member of the Visa International card scheme, we cannot automatically exercise our rights under that scheme. A disputed transaction must fall within a specific category before we can exercise our rights in respect of that transaction. Even if we can exercise our rights, there is no guarantee that our claim will be accepted, as the Merchant's bank may dispute our claim.

# Part F: Payment Methods

## 1 Phone Banking Service

- 1.1 A telephone instruction and information service is made available by HSBC's Direct Banking Centre twenty-four (24) hours, seven days a week every day of the year, subject to availability.
- 1.2 It is a fast and efficient way to do all your banking – all your Delegates need is a phone, their unique 10 digit Personal Banking Number (PBN) or 12 digit Account number and their 6 digit Access Code to make transfers and payments including:
  - (a) Transfer between your own HSBC accounts
  - (b) Transfer funds to an account with another institution
  - (c) Pay bills displaying the BPAY® symbol
  - (d) Make loan repayments
- 1.3 We may change the Phone Banking Service functions from time to time.

## 2 Internet Banking Service

- 2.1 A service that HSBC makes available through the internet to enable the electronic receipt and transmission of information and instructions (including in relation to the Account). It is an alternative way to do all your business banking, 24 hours a day, 7 days a week, subject to availability. In order for you to use our Internet Banking Service you must register. Your use of the Internet Banking Service will be governed by the terms contained in the Product Disclosure Statement for the Business Internet Banking Service.

## 3 Telegraphic Transfer

- 3.1 A payment order which is transmitted either directly or indirectly by telecommunication methods from HSBC to a beneficiary's bank. Funds sent overseas this way will normally be received by the beneficiary bank within two Banking Days.

## 4 Cheque

- 4.1 A convenient way to pay a bill, particularly if you obtain a cheque book rather than visit a branch to purchase a bank cheque. Cheques are debited to your Account.

## 5 EFTPOS

- 5.1 An electronic funds transfer point of sale terminal. All you need is your Business Visa Debit Card and your PIN and you can access your Account at most retail outlets around Australia, and some overseas countries, to pay for goods and/or withdraw cash from your Account, depending on the retailer's policy.

## 6 Direct Debit

- 6.1 A withdrawal from the Account made by a third party under an authority you have given that third party to debit the Account.

## 7 Periodical payment

- 7.1 A regular withdrawal from the Account in favour of a third party in accordance with an instruction you have given us.

## 8 Business Visa Debit Card

- 8.1 Gives you access to your Business Transaction Account.
- 8.2 If an Authorised Signatory has given permission the following transactions can be performed by using your Business Visa Debit Card and PIN to access an Account:



- (a) Cash withdrawals at an ATM
- (b) Cash withdrawals using EFTPOS and selecting the "SAV" (savings) or "CHQ" (cheque) button on the keyboard
- (c) Purchases of goods and services using EFTPOS
- (d) Obtain the balance your Business Transaction Account
- (e) Other Visa Debit Card Transactions using your 16-digit Business Visa Debit Card number.

8.3 In Australia, the Business Visa Debit Card can be used to:

- (a) withdraw cash using EFTPOS wherever the "EFTPOS" signs are displayed; and
- (b) purchase goods and services using EFTPOS wherever the "EFTPOS", "Visa" or "VisaPLUS" signs are displayed.

8.4 The Business Visa Debit Card can be used in Australia or overseas at any HSBC ATM, any ATM of an HSBC Group member bank or wherever the "Visa" or "VisaPLUS" signs are displayed.

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