HSBC Personal Loan Contract

Standard Terms And Conditions

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1. YOUR HSBC PERSONAL LOAN CONTRACT FROM HSBC

This is a loan contract between you and us (HSBC Bank Australia Limited).

This contract is made up of two parts:

- this HSBC Personal Loan Contract Standard Terms and Conditions; and

- the separate Letter of Offer for the HSBC Personal Loan.

They should be read together as neither document contains all the terms of your HSBC Personal Loan Contract or all of the information we are required by law to give you before the HSBC Personal Loan Contract is made. Together, they do.

The meaning of words printed like this and some other key words are printed in the “Meaning of words” clause 18 at the end of these HSBC Personal Loan Contract Standard Terms and Conditions.

2. WHAT WE LEND AND WHEN

We agree to lend you the loan amount as set out in your Letter at item 1 at the time you request it. However, we will only allow you to borrow the loan amount so long as you draw down the loan not longer than 14 days from the disclosure date, or in any longer period agreed by us in writing. If you do not borrow within that period, we have no obligation to lend to you.

Except to the extent that the Letter indicates that the loan amount is to be paid to others, we pay the money to you or as directed by you or your agent. However, we only have to lend you the loan amount if:

(a) we have received:

- all securities and related documents duly signed;
- evidence of any insurance we require; and
• any other documents or information we reasonably require, which are satisfactory to us; and

(b) you are not in default under this HSBC Personal Loan Contract.

Any one of you can terminate your liability in respect of the loan if the loan has not been drawn by giving us written notice. However, if you do we will terminate our obligation to provide the loan to any of you.

Accepting this Offer

You accept our offer for the Loan Amount and agree to the terms of this HSBC Personal Loan Contract by:

(a) if the Loan Contract makes provision for your signature, signing the Loan Contract; or

(b) if the Loan Contract does not make provision for your signature in drawing down the Loan.

If you do not agree with the terms of the Loan Contract, do not:

(a) (if the Loan Contract makes provision for your signature) sign the Loan Contract;

(b) instruct HSBC to draw down your loan for you;

Instead, to return funds or repay HSBC and send to HSBC within 7 days of draw down a written request to withdraw and return the Loan Amount to HSBC in its entirety within 7 days of Draw Down, if you do not you will be liable for the full Loan Amount and all interest fees and charges applicable.

3. INTEREST RATE (THE ANNUAL PERCENTAGE RATE)

The annual percentage rate disclosed in the Letter is fixed for the whole loan term. This is the rate that is applied to your loan. Although the total amount of interest charges payable under the contract is stated at item 3 of your Letter, that amount is calculated based on
a number of assumptions (for example, that you make all repayments when required) and may not be the same as the amount you actually have to pay.

4. INTEREST CHARGES

How is interest calculated?

We calculate interest payable by you by applying the daily percentage rate of interest to the balance owing on your account at the end of each day. The daily percentage rate is determined by dividing the annual percentage rate by 365. Interest accrues daily from and including the lending date and is debited to the loan account and added to the balance owing on your account monthly on the same day of the month as the lending date. However, if interest is to be debited on the 29th, 30th or 31st of a month and that month does not have that date, interest is debited on the last day of that month.

Interest is also debited to the loan account on the next statement cycle after the loan is repaid in full.

5. REPAYMENTS

How and when to make repayments

If a repayment (other than a repayment to be made by direct debit) is due on a day which is not a business day, you must make the payment on the following business day.

If a payment is due on the 29th, 30th or 31st day of the month, but the month does not have that date, you must make that payment on the last day of that month. You must pay at least the repayment amounts as stated in the Letter. We calculate the repayment amounts so that, during the period they are payable, the:

- loan amount, and
- all interest charges, and other fees and amounts we notify you as being included in the repayment amounts which accrue or become payable during the loan term,

are repaid during the loan term.
Under this method, the part of each repayment which repays the loan amount gradually increases throughout the loan term but repayments are equal while the fees or other amounts we notify you as being included in the repayment amounts remain constant. However, the last repayment may be different as it equals the total amount owing on the last day of the loan term.

**Days for payment**

You must make payments as stated in the Letter, unless we tell you a different date.

You are obliged to pay at least the repayment amounts stated in Letter under the item headed “Repayments” at the times stated, but you can pay more. If you pay more, this will help reduce the amount of interest you repay (see Clause 4). However, if you do pay more, this does not affect your obligations to pay in full the monthly repayment due in any subsequent month, unless we agree in writing to change the repayment arrangements.

**Method of payment**

You must make payments via our direct debit system unless we have otherwise notified you.

If we have notified you that your payments do not have to be made by direct debit, you must make payments at any of our branches in Australia during business hours, by either:

- making a cash or cheque deposit using the deposit booklets issued by us; or
- mailing a cheque (and sufficient loan contract information for us to identify the loan account).
- by transferring funds from another account with us using a direct credit, our internet banking service or our automated or operator assisted phone banking service;
• by direct credit from another financial institution or your employer;
• in any other way allowed by us from time to time.

If you ask us to cancel a direct debit authorising us to make payments to your loan account by deducting funds from an account with another financial institution we will do so promptly. However, where we cancel a direct debit for your loan repayments you will need to make other arrangements to make your loan repayments and if you do not you will be in default under this loan contract. We will promptly process any complaints by you that a direct debit was unauthorised or otherwise irregular.

We may adjust your loan account balance

We may assign any date we consider appropriate to a debit or credit to your loan account (except that, in the case of a debit, the date must not be earlier than the date on which the relevant transaction occurs). However, we credit payments to your loan account as soon as practicable after we receive them. This is not necessarily the same day that you pay. The processing may take a number of days. You should allow sufficient time for payments to be received and processed by us before the due date.

We may subsequently adjust debits and credits to your loan account, and the balance owing on your account, so as to accurately reflect the legal obligations between you and us (for example, because of an error or because a cheque is dishonoured). If we do this we make consequential changes (including to the interest charges).

Repaying the total amount owing

You must pay us the total amount owing on the last day of the loan term. However, if you are in default of your obligations under your HSBC Personal Loan Contract, the total amount owing may become payable before that day.

You must repay the loan plus the interest

You must repay all amounts you borrow from us and you
must pay us interest charges, all relevant government duties and charges, credit fees and charges and any enforcement expenses.

6. WHAT HAPPENS TO PAYMENTS WE RECEIVE?

We may use any payment we receive under or in connection with this HSBC Personal Loan Contract to reduce the total amount owing in any order we choose, unless we are obliged to pay the money to anyone with a prior claim. However, if money received represents proceeds of an insurance claim, we may use it to replace the property or carry out other work on it.

If, at the time we receive money under this HSBC Personal Loan Contract, any part of the total amount owing is not then due for payment, we may retain an amount equal to that part and use it to pay the total amount owing when it becomes due for payment.

We must pay any money remaining after the total amount owing is repaid either to you or to another person entitled to it (such as another person with a security over the goods). In particular, we may pay it to a person with a subsequent registered or unregistered security without being liable to you.

7. FEES AND CHARGES

Early termination fee

If this HSBC Personal Loan Contract ends early because:

(a) We receive the total amount owing six months or more before the end of the loan term either because you agree to repay it, or for any other reason (for instance because the goods financed have been lost or destroyed and we have received a payment from your insurance company); or

(b) you are in default and the total amount owing
becomes immediately due for payment; you must pay us a fee called an “Early Termination Fee”. The amount of this fee is as indicated in the Letter. You have to pay this fee because your HSBC Personal Loan Contract was based on the loan being repaid over an agreed period of time and the early termination means we incur costs which will not be recovered. The early termination fee will represent our reasonable estimate of the loss we suffer. It takes into account the costs we have incurred in establishing, maintaining and terminating your loan which will not be recovered if the loan is terminated early.

Other fees you have to pay

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. We will debit these Fees and Charges in the event that we believe you require us to provide a specific service in order to assist you in better managing your account. These services occur in the event that you fail to make a payment pursuant to clause 5 or do so after the last day of the month, we will debit the amount of the late payment reminder fee from your account and in return we will monitor your account more closely and a staff member may attempt to contact you to bring this matter to your attention and assist you by suggesting ways to make your future payments on time or by suggesting you utilise a different payment method. If you remedy the situation before we are able to bring the late payment to your attention we will still charge the fee and you will be able to use this service any time before the next due date; and

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 to 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.

You must pay the following fees or charges (or reimburse us if we have to pay them):

- all fees and charges as indicated in the Letter and any changed or new fee or charge notified to you in accordance with clause 10;
- an amount equal to any government charges and duties on receipts or withdrawals under this HSBC Personal Loan Contract, calculated in accordance with the relevant legislation. This is payable whether or not you are primarily liable for such charges and duties;
- when we ask, any reasonable expenses we reasonably incur in enforcing this HSBC Personal Loan Contract.

You authorise us to debit any of these amounts to your loan account. All fees and charges stated in the Letter are current as at the disclosure date. We may keep any fees and charges shown in the Letter that have already been paid.

Information about current fees and charges is contained in our “Personal Loans fees & charges” booklet. You can obtain a copy of this booklet on request.

Variation of fees and charges

We may change the amount of any fee or charge or change how often they are charged, or impose new fees or charges at any time (except the amount of the Establishment Fee and the amount of the Early Termination Fee).

8. WHEN ARE YOU IN DEFAULT?

If the National Credit Code applies to this HSBC Personal Loan Contract, you are in default if any of the following happens:

(a) you fail to pay us an amount due; or
If the National Credit Code does not apply to this HSBC Personal Loan Contract, you are in default if any of the following happens:

(a) you do not pay on time any amount due under this HSBC Personal Loan Contract;
(b) you do something you agree not to do, or alternatively don’t do something that you have agreed to do under this HSBC Personal Loan Contract;
(c) we reasonably believe that you or another person has acted fraudulently in connection with this HSBC Personal Loan Contract;
(d) you are a company, and you become insolvent or steps are taken to make you so;
(e) you give, or another person gives, us incorrect or misleading information in connection with this HSBC Personal Loan Contract; or
(f) a court order is made against you or any of your assets.

What can happen then?

If you are in default, we may give you a notice stating that you are in default.

If you do not, or cannot, correct the default within any grace period given in the notice or required by law (or if you are in default again for a similar reason at the end of that period), then at the end of that period and without further notice to you the total amount owing becomes immediately due for payment (to the extent it is not already due for payment). We may then sue you for that amount.

If the National Credit Code does not apply to this HSBC Personal Loan Contract, and in limited circumstances set down by law even when the National Credit Code does apply (these circumstances include if we are unable to locate you, we need not give a notice or wait until
the end of any grace period given in a notice. Instead, if you are in default, the total amount owing becomes immediately due for payment without notice. We may then immediately sue you for that amount.

**Enforcement Expenses**

Enforcement expenses may become payable under this *HSBC Personal Loan Contract* in the event of a default.

Enforcement expenses include any amount we spend or incur (including our legal costs on a solicitor and client or full indemnity basis) in relation to the enforcement or exercise of our powers under the *HSBC Personal Loan Contract*.

**9. REPRESENTATIONS AND WARRANTIES**

You tell us the following. You are taken to repeat these statements each time you request an advance. You should check they are true. These are warranties which means we can sue you if they are not true.

(a) If you give any security, you make the declaration and acknowledgment as set out in clause 9 and all matters contained in the declaration and acknowledgment are true.

(b) the *HSBC Personal Loan Contract* and any security expressed to be given by you:

- is binding and enforceable against you;
- does not breach any obligation binding on you; and
- in the case of any security, is effective security over any properties or assets which it is expressed to cover, with the priority (if any) stated in it.

(c) You are not in default under this *HSBC Personal Loan Contract* or a security.

(d) You are not insolvent. You have not committed an act of bankruptcy.

(e) All information you have given us is true and
complete. It is not misleading by omission or otherwise.

10. VARIATIONS TO YOUR LOAN CONTRACT

Apart from the annual percentage rate (which is fixed for the loan term), the amount of the Establishment Fee and the amount of the Early Termination Fee, we may, to the extent permitted by law, vary any of the terms or conditions of your HSBC Personal Loan Contract.

We will notify you of changes to your HSBC Personal Loan Contract as follows:

(a) any change in the amount or frequency of payment of credit fees or charges, or the introduction of a new credit fee or charge - we will notify you in writing or advertise the change and give you at least 30 calendar days prior notice;

(b) any change to the method by which interest is calculated or the frequency with which it is debited to your loan account - we will notify you in writing of the change and give you at least 30 calendar days prior notice; and

(c) any other change to your HSBC Personal Loan Contract:
   • if the National Credit Code applies to your HSBC Personal Loan Contract – we will notify you in writing of the change and give you at least 20 calendar days prior notice; or
   • if the National Credit Code does not apply to your HSBC Personal Loan Contract – we will notify in writing or by advertising the change no later than the day on which the change takes effect;

However, where the change reduces your obligations or extends the time for payment, we will only give you details of the change before or when we send you the
next statement of account after the change takes effect unless any applicable law or code of conduct requires us to do something different.

If any government introduces or changes a fee or charge which affects your HSBC Personal Loan Contract but does not publicise the change, we will either advertise the change to you or write to you.

Any advertisements of changes will appear in The Australian Financial Review or another national newspaper. If we advertise a variation, we will give you the details when we send you the next statement of account.

11. CODE OF BANKING PRACTICE

Where this contract requires us to, we will comply with each relevant provision of the Code of Banking Practice whenever you deal with us.

You can obtain a copy of the Code of Banking Practice in person at any of the Bank’s branches, by visiting our website (www.hsbc.com.au) or by asking for a copy over the telephone.

General descriptive information about our banking services in so far as they are applicable to this HSBC Personal Loan Contract including information about the following:

(a) our account opening procedures;
(b) our obligations regarding the confidentiality of your information;
(c) complaint handling procedures;
(d) general descriptive information regarding bank cheques;
(e) a recommendation that you inform us promptly if you are in financial difficulty;
(f) a recommendation that you read the applicable terms and conditions (which in relation to your loan means you should carefully read this HSBC Personal
is set out in Schedule 1 of this document.

12. YOUR CONFIDENTIAL AND PERSONAL INFORMATION

In order for us to provide or to consider providing banking and/or financial services to you (including an 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”).

As permitted by law, all customer information will (whether within or outside Australia) be used, stored, disclosed, transferred, obtained and/or exchanged with all such persons as we may consider necessary, including without limitation:

(a) 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) the storing of customer information within group’s systems (where such systems may be located offshore and owned by another group entity);
(d) facilitating 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 any authorised signatory’s behalf;
(e) in order to provide banking and financial services to you or your authorised signatory on your behalf;
(f) engaging someone else (a Service Provider) or an organisation to do something on our behalf such as a mailing house or lawyer;
(g) and compliance by us, or a member of the group, with anti-money laundering and counter-terrorist...
financing laws in Australia or any other country or with disclosure requirements under any law binding on us.

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 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.

When you apply for your loan or 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.

As permitted by law, we may collect and disclose your customer 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 you may be a requirement under laws or regulations;

(c) we may also give your information to such parties and for such purposes such as those stated above;

(d) to any payment system operators and participants in payment systems;

(e) Australia Post, if you use Bank@Post® service or you or any authorised signatory undertake the identification check at a post office;

(f) to brokers and others, such as a financial planner, financial adviser or accountant if these people refer your business to us;

(g) any person acting on your behalf which may include but
is not limited to financial advisers, solicitor, accountant, trustees, guardians, executors or any attorney;

(h) 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®;

(i) we can disclose your information as required by law such as under court orders, taxation or social security laws or statutory notices; or

(j) we may provide your information to others where you have otherwise consented to the disclosure of that information.

You and any authorised signatory can access your or their customer information at any time by contacting us. A fee may apply. We will comply with such requests unless we are required to refuse to do so under any applicable laws or regulations.

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 or upon request.

13. ANTI MONEY LAUNDERING AND COUNTER-TERRORIST FINANCING, SANCTIONS ETC

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 (Commonwealth) 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
14. BANKING ELECTRONICALLY AND INTERNET BANKING SERVICE

For the purpose of this clause, the following definitions apply:

**credit cards online** means the online service HSBC provides to allow you to view statements, check balances and change personal details in relation to the **loan account**.

**EFT account** means an account you have with HSBC which you nominate and which HSBC authorises you to access via the **internet banking service** and/or to conduct **EFT transactions**. If there is more than one EFT account holder and/or more than one authorised signatory to the **EFT account**, each **EFT account** holder and each signatory must be authorized to operate the **EFT account** alone. For the avoidance of doubt, an **EFT account** includes a **loan account**.

**internet banking service** means the service 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**).

You may access your **loan account** through our **phone banking service** or **internet banking service** by:

(a) viewing and obtaining current balance of your **loan account**;

(b) applying for new HSBC Personal Deposit Accounts and HSBC Credit Cards;

(c) sending **electronic communications** to HSBC and receiving **electronic communications** from HSBC;
(d) requesting an electronic fund transfer to be effected from your loan account (however, electronic fund transfer can only be effected from your loan account on drawdown of your loan to another account held in Australia and in Australian Dollars); or

(e) providing us with facsimile instructions so far as is permissible by law and the e-Payments Code.

If you have been authorised by us, you may access your loan account by using credit cards online through the internet banking service to:

(a) view and obtain the balance of your loan account;

(b) apply for new HSBC Personal Deposit Accounts, HSBC Credit Cards and other HSBC products as approved by us from time to time;

(c) request changes to your direct debit details for your loan account; or

(d) change your personal details (including email address, telephone numbers and mailing address) held by HSBC for your loan account.

Your use of the service for banking electronically is governed by Schedule 2 of this document. If there is any inconsistency with the terms of the Schedule 2 and the e-Payments Code, the e-Payments Code will prevail.

The internet banking service is, however, governed by the terms and conditions contained in the HSBC Internet Banking Combined Product Disclosure Statement and Supplementary Product Disclosure Statement that will be or has been provided to you when you register for the internet banking service.
15. APPLICABLE LAW

Where this HSBC Personal Loan Contract is unsecured, then this contract is governed by the law in force in the place where you reside in Australia. If you reside in different states or territories in Australia or you do not reside in Australia it is governed by the law in force in the Australian state or territory under which we first provide credit under this HSBC Personal Loan Contract. You and we submit to the non-exclusive jurisdictions of the courts of that place.

Where this HSBC Personal Loan Contract is secured by a security which is required to be registered with a government authority in an Australian State or Territory, then this contract is governed by the law of the state or territory in which the security is or to be registered. You and we submit to the non-exclusive jurisdiction of the courts of that place. The National Credit Code of a different state or territory may still apply.

16. GENERAL

No deduction

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 under this loan contract or any security.

Assignment

We may assign or otherwise deal with our rights under this HSBC Personal Loan Contract in any way we consider appropriate. You agree that we may disclose any information or documents we consider desirable to help us exercise this right. You also agree that we may disclose information or documents at any time to a person to whom we assign our rights under this HSBC Personal Loan Contract.

Application of money – our common law right to
combine accounts

If any money owing by you under this HSBC Personal Loan Contract is due and payable immediately, we may rely on our common law right to combine any money you have on deposit with us for payment of that amount.

We need not do so. If we do so, the balance of the account will reduced by the amount used for this purpose.

Notices and certificates

We may give you a certificate about a matter or an amount payable in connection with this HSBC Personal Loan Contract. The certificate is sufficient evidence of the matter or amount unless it is proved to be inaccurate.

We are not required by law to give you regular periodic statements for your loan account. We may provide account statements relating to your loan account at intervals we determine. We will also provide account statements if you request us to. You can request a statement of account over the telephone or by writing to us. You may be charged a fee for this service.

Unless otherwise stated in this HSBC Personal Loan Contract, if we need to give you notice about this HSBC Personal Loan Contract we can do so by:

- delivering it to you personally;
- email;
- leaving it at or sending it by post or facsimile to your residential or postal address last known to us;
- delivery of a lettergram; or
- in any other way you agree from time to time.

Change of address

You must tell us within 14 days if your residential or postal address changes.

Change of circumstances

You must tell us immediately if there is a change to your circumstances which has an adverse effect on your
ability to comply with this HSBC Personal Loan Contract.

**If you need to send us a notice**

If you need to give us a notice then you can do so by leaving it at or sending it by post, or facsimile to:

- our registered office (stated on the first page of the Details) and marked to the attention of the Company Secretary; or
- any other place that we notify you of in writing.

**Date of contract**

This HSBC Personal Loan Contract takes effect on the date that you accept our offer to lend.

**National Credit Code**

The rest of this clause applies to the extent that the National Credit Code applies to this HSBC Personal Loan Contract.

If:

(a) that Code would otherwise make a provision of this HSBC Personal Loan Contract illegal, void or unenforceable; or

(b) a provision of this HSBC Personal Loan Contract would otherwise contravene a requirement of that Code or impose an obligation or liability which is prohibited by that Code,

then the HSBC Personal Loan Contract is to be read as if that provision were varied to the extent necessary to comply with that Code or, if necessary, omitted.

17. **INTERPRETATION**

(a) Mentioning something after “include”, “includes”, “included” or “including” does not limit what appeared before. “Examples” do not limit what else may be included.

(b) A reference to the Letter, contract (or any part
thereof) or another instrument or document includes any variation, supplement, novation or replacement of any of them.

(c) A reference to a law includes a law that amends or replaces it, and regulations and other enactments under it.

(d) The singular includes the plural and vice versa.

(e) A reference to any thing (including, without limitation, any amount) is a reference to the whole and each part of it.

18. MEANING OF WORDS

Unless otherwise indicated in this booklet, (including Schedules 1 and 2) and the Letter, the following interpretive definitions will apply:

$ means the lawful currency of the Commonwealth of Australia.

annual percentage rate is the interest rate disclosed at item 2 of the financial table in the Letter.

ATM means an automatic teller machine.

authorised signatory means a person who you have authorised us to accept instructions from in respect of your loan account.

balance owing on your account means, at any time, the difference between all amounts credited and all amounts debited to your loan account under this HSBC Personal Loan Contract at that time. When this amount is to be calculated for the end of a day, it includes all debits and credits assigned to that day.

Bank@Post™ means Australia Post’s banking service.

business day means a day other than a Saturday or Sunday, public holiday or bank holiday in any Australian state or territory.

Commonwealth means the Commonwealth of Australia.

customer information has the meaning given in clause 12.
direct debit means a method of making repayments where you authorise us to debit them from an account with HSBC or another financial institution (for example, a bank or building society).

e-Payments Code means the e-Payments Code.

disclosure date is stated in the Letter. It is the date we make our offer to you.

HSBC Personal Loan Contract is the Letter you sign and this HSBC Personal Loan Contract Standard Terms and Conditions.

financial table means the Financial Table contained in your Letter.

facsimile instructions means instructions or directions relating to the operation of your loan account and which you provide to us by way of telefax machine.

group means HSBC and all related bodies corporate.

insurance financed by this loan means the insurance details and commission disclosed at item 7 of the financial table.

lending date means the day we first debit any part of the loan amount to your loan account.

Letter means the separate Letter of Offer for Unsecured Fixed Rate Personal Loan applicable to your HSBC Personal Loan Contract.

loan account means an account we establish in your name for recording all transactions in connection with this HSBC Personal Loan Contract.

loan amount is the amount disclosed at item 1 of the financial table and it must be fully drawn on settlement.

loan term means the number of months stated in the financial table under “Repayments” at item 4 starting from (and including) the lending date.

National Credit Code means the National Credit Code as set out in the National Consumer Credit Protection Act 2009 (Cth).
**person** includes an individual, a firm, a body corporate, an unincorporated association and includes their associates together with their assigns.

**personal information** has the same meaning as is given in the *Privacy Act*.

**phone banking service** means the telephone instruction and information service made available by HSBC’s Direct Banking Centre twenty-four (24) hours, seven days a week every day of the year.

**Privacy Act** means the Privacy Act 1988 (*Commonwealth*) and the National Privacy Principles under that Act.

**related bodies corporate** has the same meaning as defined within the Corporations Act 2001 (*Commonwealth*)

**repayment amounts** means the monthly repayment amounts disclosed at item 4 under “Repayments” in the financial table.

**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 you require assistance with the maintenance of your account.

**total amount of interest charges payable under the contract** means the amount stated in item 3 of the Letter.

**total amount owing** means, at any time, the balance owing on your account at that time, plus all accrued interest charges, default interest charges (if any), fees and charges and other amounts which you must pay under this HSBC Personal Loan Contract but which have not been debited to your loan account at that time.

**we/us/our/ourself/HSBC** means HSBC Bank Australia Limited, ABN 48 006 434 162 Australian Credit Licence 232595 and its successors and assigns.

**you/your/yourself** means the person or persons named as “Borrower” in the Letter. If there are more than one,
SCHEDULE 1

1. Purpose of this Schedule

This Schedule lists some matters or provisions which may be relevant to you as a customer or potential customer who chooses our HSBC Personal Loan as a banking service.

If you would like us to explain anything in this Schedule please contact us at:

Telephone 1300 308 880
Fax: 02 9006 5777
Web: www.hsbc.com.au

If you are at all unsure about your rights or obligations as a customer of the Bank, we encourage you to seek your own legal advice.

2. Code of Banking Practice

HSBC has adopted the Code of Banking Practice. This Schedule contains the general descriptive information we are required to make available to customers and potential customers under the Code of Banking Practice.

HSBC offers to its customers some products and services supplied by other entities. For example:

• home and contents insurance;
• deposit bonds;
• HSBC Premier Global Services.

The Code of Banking Practice applies only to HSBC’s distribution of these products and services (for example the way they are advertised by HSBC). It does not apply to the products and services themselves. This means
that the provisions of the Code of Banking Practice dealing with things like content of terms and conditions, delivery of statements and variation of terms and conditions will not apply.

3. Account opening procedures

To open an account with HSBC you will usually need to complete documentation including an application form.

To open an account we will need information about you. As well as the usual details such as full name, address and other contact details you need to tell us:

- whether the account will be held in trust; and
- whether any account holder or proposed signatory is known by any other name (for example a maiden name).

The other information we need will depend on whether the account is personal or a business account. For a personal account we need additional information including date of birth, occupation and employer’s name. For a business account we need additional information about the business.

If the account is a loan or other credit account we will usually also need additional information such as income details and information about your assets, liabilities and outgoings.

3.1 Identification

You will be required to provide proof of identity at the time of opening your account. This is to satisfy the requirements of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (“AML/CTF Act”) as well as other Australian and overseas laws. Proof of identity is also required for anyone you want to appoint as a signatory on your account. You and your authorised signatories can meet these requirements by:

- Visiting one of our branches to provide us with your identity documents. You will need to provide to us original documents which will verify you. Your
documents must verify your full name, date of birth, your residential address and nationality (if not Australian). If the primary document you provided cannot verify all the items, a secondary document must be used to verify the missing items.

Please contact us if you need to know what documents are acceptable.

- by completing our “Customer Identification - Authorised Referee” form if you are unable to visit a branch you will need to locate an acceptable Referee to complete the form (this form of identification is not accepted by us for all account holders and signatories – if you want to use this method of identification please check with us first).

If you have already identified yourself with HSBC on a previous occasion, you will need to advise the name of the branch where identification was presented as well as giving details of your account number. HSBC may ask for additional identification documents, or information in some instances.

3.2 Anti-Money Laundering & Counter-Terrorism Financing obligations

a) HSBC, like other financial institutions, is required to comply with Australian 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. HSBC must comply with financial and suspicious matter reporting requirements under these laws that:

i) may prohibit us from entering or conducting 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 the 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 the Commonwealth, State or a Territory, or the enforcement of the Proceeds of Crime Act 2002 (Commonwealth) or its State or Territory equivalent;

v) involve persons, or entities or services which may be the subject of sanctions.

b) we, and other members of the HSBC Group, may intercept and investigate any payment messages, information or communications sent to or by you or on your behalf via our systems and may delay, block or refuse to do any transaction. Transaction screening may cause delay in processing certain information; and

c) neither HSBC or any other 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 HSBC 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 the sections headed “Identification” and “Anti-Money Laundering and Counter-Terrorism Financing obligations”.

To help improve our services, and in the interests of security, we may monitor and/or record any telephone calls between HSBC and you or any authorised signatory. Any recording may be used as evidence.
4. Joint Accounts

4.1 What having a joint account means

If you have a joint account with one or more other people:

- any credit (positive) balance in the account is held jointly by all the account holders – this means each of the holders separately, and all of them together, have the right to the available funds in the account; and

- all the holders together, and each of them separately, is liable to repay any debit (negative) balance in the account – this means HSBC can claim the whole amount payable from any of them, unless the contract with HSBC or any applicable law or the terms of the Code of Banking Practice say otherwise.

4.2 Signing authority

It will be up to you solely to sign to operate the account.

4.3 What happens if one account holder becomes bankrupt or dies

If you become bankrupt, your estate will be liable to the same extent as you were.

Upon your death we shall treat any amount owing on the account as a debt due from your estate and any positive balance in the account as held by your estate. We shall be entitled to take instructions in relation to such account from the executor(s) of the estate.

5. Read the terms and conditions

It is advisable that you read all the terms and conditions applying to a banking service you intend to obtain before you enter into the relevant contract with us.

6. If you get into financial difficulty

It is advisable that you inform us promptly when you are in financial difficulty.

7. Your confidential and personal information
This clause operates in addition to the privacy consent and declaration you gave when you applied for a product or service with us. In this clause:

- **Personal Information** means information or an opinion about you.

- **Credit information** means information that licensed credit providers are allowed to give or receive from each other, or provide to or receive from credit reporting bodies pursuant to the *Privacy Act 1988* (Cth) about an individual’s commercial or consumer credit, and may include: information that may identify you such as your name, address and date of birth; the name of the credit provider providing such credit; credit limit amounts; repayment information and whether or not your repayments are made on time; information about defaults under a credit contract; payments relating to such defaults; payments made under a variation to a defaulted loan or a new contract entered into as a result of your default; serious credit infringements arising from deception or attempted deception committed by the individual or on the individual’s behalf; credit worthiness, credit standing, credit history, credit capacity and information derived from certain credit information.

- **Our Website** means www.hsbc.com.au

- **Credit Reporting Body** means either of the below organisations or any other credit reporting body that HSBC may enter into contractual arrangements from time to time:

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<table>
<thead>
<tr>
<th>Dun &amp; Bradstreet</th>
<th>Experian</th>
<th>Veda</th>
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</thead>
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<td>PO BOX 7083</td>
<td>GPO Box 1969</td>
<td>PO Box 964</td>
</tr>
<tr>
<td>Sydney NSW 2001</td>
<td>North Sydney</td>
<td>North Sydney</td>
</tr>
<tr>
<td>Tel: 13 23 33 or</td>
<td>NSW 2059</td>
<td>NSW 2059</td>
</tr>
<tr>
<td>+61 3 9828 3333</td>
<td>Tel: +61 3 8699 0100</td>
<td>Tel: 1300 762 207</td>
</tr>
</tbody>
</table>
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In order for us to provide or to consider providing you products or services to you (including an account) and/or to enter into any transactions with you for or on your
behalf, we are required to, and will collect and hold information about you, including credit information and Personal Information (“customer information”). We are also required to collect and verify information that may identify you under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) before we provide or consider providing you with a product or service, as well as update such details from time to time.

Subject to law all customer information will (whether within or outside of Australia) be used, stored, disclosed, transferred, obtained, or exchanged with all such persons as we may consider necessary in order to provide you with products and services and to comply with our legal obligations, including any member of the HSBC Group in Australia or overseas or third parties, such as: our service providers (and their contractors); your advisers; joint borrowers, guarantors, or additional signatories; any person through whom you applied for a product or service; payments systems operators, BPAY; Australia Post if you use Bank@Post; for purposes including the processing of data and transactions by us and to facilitate the storing of customer information within an HSBC Group member’s systems (where those systems may be located outside Australia and owned or licensed to another HSBC Group member); to facilitate transactions entered into between you and us, or performed by us at your or any additional signatory’s request and for or on your or any additional signatory’s behalf; and to aid in our or an HSBC Group member’s compliance with anti-money laundering and counter-terrorism financing laws, in Australia or any other country or with disclosure requirements under any law binding on us.

Being a global organisation, the HSBC Group leverages its global synergies in providing products, or services to you. Whether it is used, stored or processed in Australia or elsewhere, the customer information will be protected by strict confidentiality and security, of which all HSBC Group members, their staff and any third party service providers, agents, or contractors are subject and will only be used in accordance with our instructions.
unless otherwise required or allowed by law or any governmental agency or regulatory agency or authority or for the purpose of preventing or detecting fraud or other violations or suspected violations of the law.

As such, HSBC may disclose your customer information to members of the HSBC Group located overseas in countries where we operate. A list of these countries can be found on Our Website and may be updated from time to time. If you apply for, or we provide you with, a product or service, you consent to the disclosure of your customer information to our offshore HSBC Group entities. Such HSBC Group entities will manage your customer information in accordance with the above confidentiality and security requirements and for this reason we will not have to take such steps as are reasonable in the circumstances to ensure that HSBC Group entities comply with the Australian Privacy Principles.

You or any additional signatory can access the information we hold about you or them at any time by contacting us. A fee may apply. We will comply with requests for access unless we are required to refuse to do so under any applicable laws or regulations.

To find out more about our handling of Personal Information please refer to our Privacy Policy which is available on Our Website, in branch or on request to the Privacy Officer, HSBC Bank Australia Limited, GPO Box 5302, Sydney, NSW, 2001. Our Privacy Policy contains information on how you may access and correct your customer information and how you can make a complaint in relation to your Personal Information.

In addition to the above and subject to law, you authorise HSBC and any other licensed credit provider or credit reporting body in respect of you to give credit information about you, and information about your commercial activities and commercial credit worthiness, to, and obtain it from, any of the following:

- credit reporting bodies, who may include the credit information disclosed to them by us in reports
provided to credit providers to assist them to assess your credit worthiness. HSBC may also disclose to a credit reporting body instances where you fail to meet your payment obligations in relation to credit or where you commit a serious credit infringement;

• any third party (such as your employer or accountant) to check that the information you have given us is correct;

• another credit provider from which it may seek information (for example, to assess this application and other applications you make, to conduct subsequent reviews of credit provided to you, and to assist you avoid defaulting on your credit obligations), from whom you may seek credit (for example, to notify of a default by you, to assess your credit worthiness or to ascertain the status of your credit arrangements);

• debt collections agencies, your insurers, additional signatories and guarantors;

• HSBC Group members in other countries who may be providing services to HSBC so to facilitate the provision of services to you, and

• where we decide to sell or merge any aspect of our business, any person considering purchasing or who purchases, funds or manages that business or an interest in your credit card account or their advisers. HSBC may also conduct periodic reviews of your credit arrangements after HSBC has provided credit to you. To do this, HSBC will give your credit information to, and obtain a credit report from, a credit reporting body. You authorise HSBC, and any other licensed credit provider, to obtain a consumer credit report, together with any other reports as to your credit worthiness, for this purpose.

You can request these credit reporting bodies to not use information they hold about you for pre-screening of direct marketing by credit providers. You can also request these credit reporting bodies not to use or disclose information they hold about you where you believe on
reasonable grounds that you have been or are likely to be a victim of fraud.

If you fail to meet your repayment obligations in any one month, or you commit a serious credit infringement, then we are entitled to disclose this fact to credit reporting bodies, which may in turn affect your credit worthiness and ability to obtain credit in future.

Subject to legal requirements, you have the right to access credit information we hold about you and request us to correct any incorrect information about you. You also have a right to make a complaint to us. To find out more about our handling of credit information and the corrections and complaints process for credit information, please refer to our Credit Information Handling Policy which is available on Our Website, in branch or on request to the Privacy Officer, HSBC Bank Australia Limited, GPO Box 5302, Sydney, NSW, 2001.

Our Credit Information Management Policy contains information: (a) about how you can access your credit information held by us; (b) how you can seek the correction of credit information held by us; and (c) how you may complain about a failure by us to comply with the Privacy Act in relation to credit reporting or our compliance with the Credit Reporting Privacy Code and how we will deal with such complaint.

SCHEDULE 2

Banking Electronically

About this Schedule

This Schedule sets out the terms applying to each of the following HSBC services when it is used to access your HSBC Personal Loan account, including:

- Phone banking service
- Facsimile instructions
- Telegraphic transfer
Access using phone banking service to your HSBC Personal Loan account is limited by these terms to viewing of your account or obtaining information about current balance of your account.

The terms contained in this Schedule 2 operate in conjunction with the terms and conditions applicable to your loan accounts you access using the Service. If there is an inconsistency, these terms prevail in respect of EFT transactions (as defined).

Other terms and conditions may apply by operation of a relevant statute or the Code of Banking Practice.

Please read these terms contained in this Schedule 2 before using a service.

If you do not understand any part of this Schedule 2, or if you have any questions, please speak with a staff member at any HSBC branch or call HSBC’s Customer Service line on 1300 308 008.

Customer Service and Enquiries 1300 308 008

Lost or Stolen PINs or Suspected Unauthorised Transactions 1300 308 008

1. General Terms and Conditions

1.1 Defined terms

The following definitions have the following meaning in this Schedule 2. They operate in addition to the definitions in clause 18 of the Fixed Rate Card/Personal Loan Standard Terms and Conditions but, to the extent of any inconsistency, the following definitions prevail for the purposes of this Schedule 2:

access method means a method that we make available to users of a service and accept as authority to act on an instruction given through an electronic equipment. A reference to an access method includes a reference to each of its individual components and includes, but is not limited to an identifier and a PIN 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.
account means, your loan account. If there is more than one account holder and/or more than one authorised signatory to the account, each account holder and each signatory must be authorised to operate the account alone.

EFT transaction means an electronic funds transfer from or to an account initiated by a user through electronic equipment using an access method to conduct an EFT transaction.

electronic communication means a message HSBC transmits to a user and the user receives from HSBC electronically, in a form that the user can retain for later reference such as by printing or by storing for later display or listening.

electronic equipment includes, but is not limited to, a computer, telephone, television and an EFT Terminal.

identifier means information which must be provided to access your EFT accounts using electronic equipment and which is not required to be kept secret. An identifier includes, but is not limited to, the PBN and account number.

instruction means any request or instruction to HSBC which is effected through a service by use of an access method.

PBN means the ten digit Personal Banking Number supplied to a user and by which HSBC identifies a user for the purposes of using a service.

PIN means the Personal Identification Number supplied to a user by HSBC for accessing the service. When a user uses the PIN for the first time the user will be required to change the PIN and select a new PIN.

service means in this Schedule 2 HSBC’s phone banking service.

terms means, in this Schedule 2, these terms and conditions contained in this Schedule 2, as amended from time to time.

unauthorised means without the knowledge or consent of a user.
user means you and any other person authorised by you and HSBC to use the service to access and operate an account alone.

1.2 E-Payments Code

HSBC warrants that it will comply with the requirements of the E-Payments Code, where those requirements apply to your dealings with it.

1.3 Acceptance

The first use of an access method by a user after receiving these terms contained in this Schedule 2 will constitute your agreement to these terms in respect of the service. These terms also apply to any access method replaced or re-issued by HSBC.

1.4 Records and statements

HSBC will provide a statement of your account at least every 6 months (this does not apply to this HSBC Personal Loan Contract as it is a fixed interest rate contract). You may request more frequent account statements and you may also request an account statement at any time. HSBC may charge a fee for issuing a replacement or duplicate statement of account, as advised in its booklet “Personal financial services charges – your guide.”

You should carefully check account records and statements when you receive them. If you believe that there has been a mistake in any transaction using the service or an unauthorised EFT transaction, you must notify HSBC immediately by calling 1300 308 008. HSBC’s records, unless proven to be wrong, will be evidence of your dealings with HSBC in connection with the service.

1.5 Additional Users

If HSBC agrees, you may authorise another person to access and operate your accounts using the service.

If requested by you, HSBC will provide users with an access method to access your accounts. A user’s access to your accounts using the service is governed by the relevant provisions of these terms. HSBC suggests you
provide all users with a copy of these terms. You must ensure that each user protects their access method in the same way these terms require you to protect your access method.

You will be liable for all transactions carried out on your accounts by any person authorised by you. Your cancellation of a user’s authority will not be effective until your notification of the cancellation is received by HSBC.

1.6 Termination

You may stop your use of any service at any time by giving written notice to HSBC. HSBC may terminate any service at any time by giving you a written notice. 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 these terms.

When an access method has been cancelled by you or HSBC, users must not attempt to use the cancelled access method again.

1.7 Electronic communications

HSBC may ask you to agree that HSBC may satisfy any requirements under these Banking Electronically Terms and e-Payments Code to provide users with information by:

- electronic communication to an electronic address nominated by the user; or

- making the information available at our website www.hsbc.com.au for retrieval by a user (after notifying the user by electronic communication to an electronic address nominated by the user that the information is available for retrieval and the nature of the information and providing the user with the ability to retrieve the information by electronic communication).

If you agree:

- the user will not receive paper copies of the relevant information;
• the user will need to regularly check to see if he or she has received any electronic communication from us;
• the user will need to maintain and check his or her electronic address regularly to ensure it is always capable of receiving an electronic communication; and
• the user will be responsible for printing or saving important information – and we strongly recommend that users do so.

You may at any time by notice to HSBC terminate your agreement to receive information by electronic communication.

1.8 Facsimile Instructions and Indemnity

If you provide us with facsimile instructions you agree, so far as it is permissible by law and the EFT Code:

a) that all risks of unauthorised instructions or fraud lie with you and are not borne by HSBC.

b) that you agree to indemnify HSBC and hold HSBC harmless against any and all claims which you or any third party may have against HSBC 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:

• HSBC acting upon any instructions sent by facsimile purporting to be from you or persons authorised by you from time to time;
• us not acting upon any instructions sent by facsimile purporting to be from you; or
• persons authorised by you from time to time where HSBC (in HSBC’s subjective determination) consider or suspect that such instructions may have been fraudulently communicated to HSBC, mistakenly or without authority or contain material omissions or
Nothing in these paragraphs shall be construed as requiring HSBC 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 HSBC acting upon instructions from persons purporting to be you or persons authorised by you from time to time by notice to HSBC. For the purposes of this paragraph a person shall be deemed a person authorised by you if you have held out that person to HSBC as a person authorised by you and have not notified HSBC 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 the EFT Code and/or any of the other terms and conditions contained within these terms, the EFT Code will prevail.

1.9 Telegraphic Transfers

Where you request an outward Telegraphic Transfer (TT) to be effected from an account, you acknowledge and agree that the following applies:

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 at HSBC’s sole discretion, choose not to effect the TT until further instructions are obtained from the user in which case, HSBC will not be responsible for any loss or delays which you may suffer.

Unless you provide instructions to the contrary, all charges incurred outside Australia are for the account of the beneficiary.

HSBC reserves the right to draw any TT on a different place from that specified by you if operational circumstances so require.
Payment requests delivered to HSBC (in any form including electronically or otherwise), are subject to cut off times. These cut off times vary depending on the geographical location of the destination and are subject to change from time to time. A list of cut off times is available from HSBC on request.

Any requests received by HSBC within the cut off time for the relevant currency, will be processed on the requested value date. However, while HSBC will remit your funds on value date, HSBC 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 TT will usually be received by the beneficiary bank within 48 hours from the time the TT is processed. HSBC will not be liable for any delays in processing by the beneficiary bank.

Any requests received by HSBC after the cut off times for the relevant currency, will not be processed on the same day.

Where HSBC are unable to provide a firm exchange rate quotation at the time of the user’s request for a TT, HSBC will provide you with a provisional exchange rate. However, HSBC will effect a TT on the basis of our actual selling rate for the relevant currency against the AUD (or another currency in which the user’s 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. TTs are dispatched entirely at your own risk.

HSBC is 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. You may only cancel or amend a TT if HSBC agrees in our absolute discretion.

In effecting a TT from an account, HSBC may be required by law or other rules, policies or guidelines by which HSBC is bound, to disclose certain information which HSBC holds about the user 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 HSBC’s disclosure of your information.

Where you receive an inward payment into your account by way of TT and that payment is made in a foreign currency, HSBC will convert that payment into AUD unless your account is denominated in that currency.

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 HSBC’s separate document “Personal financial services charges - your guide”.

1.10 Contact

You can contact HSBC by:

- telephoning its Customer Service line on 1300 308 008; or
- writing to it at GPO Box 5302, Sydney NSW 2001.

HSBC may write to you at the address currently recorded on its system, or in accordance with the section of these terms headed “Electronic communications”.

2. Phone Banking Services Terms and Conditions

2.1 About these Terms and Conditions

This clause 2 (together with all other clauses) of these terms applies to all transactions involving the use of the phone banking service to access your account.

2.2 Use of the Service

The phone banking service can be used to obtain the balance of any account, request statements be issued in relation to any account, and change the personal details (including email address, telephone and fax numbers, mailing address, date of birth, annual personal income, number of dependents, occupation and name of
employer) held by HSBC for any account.

2.3 Access to Phone Banking Service
You agree that any person who supplies HSBC with your PBN or account number and PIN, or a user’s PBN or account number and PIN, may be allowed access to the phone banking service to the account.

You agree that HSBC may delay acting upon an instruction or ask for more information before acting on an instruction. HSBC may change a user’s PBN or PIN at any time, by notifying the user in writing. Users may change their PIN at any time.

The security guidelines in this document provide examples only and will not determine your liability for any losses arising from unauthorised EFT transactions. Liability for unauthorised EFT transactions will be determined under the EFT code rather than these guidelines.

2.4 Recording Telephone Calls
To help improve our services, and in the interest of security, HSBC may monitor and/or record any telephone calls between us and you or any user. Any recording may be used in evidence.

3. Security of Access Methods
3.1 Protecting Access Methods
Users must keep their access methods secure to prevent unauthorised use of accounts. Users must take care to ensure that access methods are not misused, lost or stolen and that the PIN does not become known to anyone else.

3.2 Guidelines
These guidelines should be followed by users to ensure the security of an access method.

To protect the Identifier
• Do not tell or give the identifier to anyone.
• Take care to prevent anyone seeing the identifier when entering it at Electronic Equipment.
To protect the PIN:

- Memorise the PIN when it is received and destroy HSBC’s notification of the PIN.

- Do not tell or show the PIN to another person or allow it to be seen by another person (including family and friends).

- Do not keep a record of a PIN in a way in which it can be determined by another person.

- Do not record a PIN and identifier together.

- Do not record the PIN on Electronic Equipment or related articles without making a reasonable attempt to disguise the PIN or prevent unauthorised access to the record.

- Users should not select a 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.

- Do not allow anyone to watch the PIN being entered at Electronic Equipment.

- Be ready to enter the PIN when at Electronic Equipment

- Notify HSBC immediately by telephoning 1300 308 008 at any time if a record of a PIN is lost or stolen or if a user suspects that someone else may know a PIN.

If a memory aid is required to recall the PIN such a record may be made provided the record is reasonably disguised.

Examples which we do not consider provide a reasonable disguise are:

- recording the PIN as a series of numbers with any of them marked, circled or highlighted to indicate the PIN;

- recording the PIN with surrounding information
which makes it stand out from its context;

- recording the PIN as a string of digits in isolation from other information unless the context provides adequate disguise;
- disguising the PIN by reversing the number sequence;
- describing the disguised record as a “PIN record” or similar;
- disguising the PIN using alphabetical characters or numbers eg A = 1, B = 2, C = 3, etc, or in any other easily understood code;
  - if we allow Users to select or change the PIN, selecting or disguising the PIN using any of the following combinations (or parts of them), with the PIN in its correct sequence within the combination:
    - dates of birth;
    - personal telephone numbers;
    - car registration numbers;
    - family members’ names;
    - social security numbers; or
    - licence numbers.
  - recording the PIN as a:
    - date of birth;
    - postcode; or
    - telephone number,
  without additional features of disguise;
- storing the PIN in any low security electronic device of any kind, such as (but not limited to):
  - calculators;
  - personal computers; or
  - electronic organisers.
There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning the PIN.

4. Reporting Loss, Theft or Unauthorised use or breach of PIN security etc

Users must notify HSBC immediately if a PIN becomes known to someone else, or if a transaction is suspected to have been made on an account without a user’s authority. Users should notify HSBC in Australia by calling its Customer Service line at any time on 1300 308 008. If overseas, users should report to any branch of a group member bank or call the relevant number below.

In Hong Kong, Singapore or the UK, dial the local international area code followed by 800 888 888 81

In Indonesia, dial 001 803 0612 035

In Malaysia, dial 1800 808 383

In all other overseas countries, dial +612 9005 8187

HSBC will then cancel the access method, and arrange for the user to select or be provided with a new one, as appropriate. HSBC will acknowledge the notification by giving the user a reference number that verifies the date and time HSBC was contacted. The number is proof that HSBC was advised according to these terms and should be kept for future reference.

If for any reason HSBC’s hotline 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 hotline had been available, provided HSBC is notified within a reasonable time of the hotline becoming available again.

You agree that HSBC may disclose information about you or your 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.

5. Procedures for Handling Errors and Investigating and Resolving Complaints
5.1 How to lodge a complaint

If you believe an EFT Transaction is wrong or unauthorised, or there is an error in an account statement, or 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.

If you are a 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.

5.2 Customer Relations

If your complaint hasn’t been resolved to your satisfaction, contact our Customer Relations Complaints team:

Toll Free: 1300 308 188
Facsimile: 02 9255 2647
Mail: Customer Relations Department
HSBC Bank Australia Limited
Level 36, Tower 1 - International Towers Sydney
100 Barangaroo Avenue
Sydney NSW 2000
Australia

Or you can log onto our website, www.hsbc.com.au and record your complaints or feedback via the “Contact Us” icon.

5.3 Results of HSBC’s investigations

HSBC will try to resolve your query as soon as possible; however some problems are complicated and may take time to resolve.

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. 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.

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.

5.4 Results of HSBC’s investigation

When HSBC completes its investigations of your complaint, it will notify you in writing of:

- the result;
- the reasons for its decision with reference to the relevant provisions of the terms and EFT Code; and
- any further action you can take in respect of your complaint.

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 the Electronic Equipment or access method as having been deposited and the amount recorded by us as having been received, we will also notify you of the difference and the actual amount which has been credited to your account.

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.
If you are not satisfied with the decision, you may wish to take the matter further. You may, for instance, contact the Banking and Financial Services Ombudsman.

5.5 Financial Ombudsman Service

The Financial Ombudsman Service (FOS) scheme is an impartial, independent and free service for personal and small business customers.

The FOS cannot investigate:

- A claim for more than $280,000.
- A claim in relation to a commercial decision by HSBC, such as whether a loan is approved.
- A claim in relation to HSBC’s general policy or practice, such as interest rates or fees.

For more information refer to the FOS website www.fos.org.au You can contact the FOS by writing to:

Financial Ombudsman Service
GPO Box 3 Melbourne, VIC 3001
Phone: 1300 780 808
Facsimile: (03) 9613 7345
Email: enquiries@fos.org.au
FORM 5 INFORMATION STATEMENT

paragraph 16 (1) (b) of the Code
regulation 70 of the Regulations

Things you should know about your proposed credit contract

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact the credit provider and, if you still have concerns, your credit provider’s external dispute resolution scheme, or get legal advice.

THE CONTRACT

1  How can I get details of my proposed credit contract?

Your credit provider must give you a precontractual statement containing certain information about your contract. The precontractual statement, and this document, must be given to you before –

• your contract is entered into; or
• you make an offer to enter into the contract;
whichever happens first.

2  How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep. Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply, if the credit provider has previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy –
• within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
• otherwise within 30 days of your written request.

3 Can I terminate the contract?
Yes. You can terminate the contract by writing to the credit provider so long as –
• you have not obtained any credit under the contract; or
• a card or other means of obtaining credit given to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

4 Can I pay my credit contract out early?
Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.

5 How can I find out the pay out figure?
You can write to your credit provider at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.

6 Will I pay less interest if I pay out my contract early?
Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

7 Can my contract be changed by my credit provider?
Yes, but only if your contract says so.

8 Will I be told in advance if my credit provider is going to make a change in the contract?

That depends on the type of change. For example –

• you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.

• you get 20 days advance written notice for –

• a change in the way in which interest is calculated; or

• a change in credit fees and charges; or

• any other changes by your credit provider;
except where the change reduces what you have to pay or the change happens automatically under the contract.

9 Is there anything I can do if I think that my contract is unjust?

Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact your credit provider’s external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider’s external dispute resolution provider is the Financial Ombudsman Service and can be contacted at 1300 78 08 08, www.fos.org.au and GPO Box 3, Melbourne, Victoria, 3001.

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC’s website at http://www.asic.gov.au
10  Do I have to take out insurance?
Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, the credit provider can not insist that you use any particular insurance company.

11  Will I get details of my insurance cover?
Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of that happening, your credit provider must ensure you have a written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance contract. If you ask in writing, your insurer must give you a statement containing all the provisions of the contract.

12  If the insurer does not accept my proposal, will I be told?
Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

13  In that case, what happens to the premiums?
Your credit provider must give you a refund or credit unless the insurance is to be arranged with another insurer.

14  What happens if my credit contract ends before any insurance contract over mortgaged property?
You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

MORTGAGES

15 If my contract says I have to give a mortgage, what does this mean?
A mortgage means that you give your credit provider certain rights over any property you mortgage. If you default under your contract, you can lose that property and you might still owe money to the credit provider.

16 Should I get a copy of my mortgage?
Yes. It can be part of your credit contract or, if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into.

However, you need not be given a copy if the credit provider has previously given you a copy of the mortgage document to keep.

17 Is there anything that I am not allowed to do with the property I have mortgaged?
The law says you can not assign or dispose of the property unless you have your credit provider’s, or the court’s, permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what you can or cannot do with the property.

18 What can I do if I find that I cannot afford my repayments and there is a mortgage over property?
See the answers to questions 22 and 23.

Otherwise you may—

• if the mortgaged property is goods — give the property back to your credit provider, together with a
letter saying you want the credit provider to sell the property for you;

• sell the property, but only if your credit provider gives permission first;

OR

• give the property to someone who may then take over the repayments, but only if your credit provider gives permission first.

If your credit provider won’t give permission, you can contact their external dispute resolution scheme for help.

If you have a guarantor, talk to the guarantor who may be able to help you.

You should understand that you may owe money to your credit provider even after mortgaged property is sold.

19  Can my credit provider take or sell the mortgaged property?

Yes, if you have not carried out all of your obligations under your contract.

20  If my credit provider writes asking me where the mortgaged goods are, do I have to say where they are?

Yes. You have 7 days after receiving your credit provider’s request to tell your credit provider. If you do not have the goods you must give your credit provider all the information you have so they can be traced.

21  When can my credit provider or its agent come into a residence to take possession of mortgaged goods?

Your credit provider can only do so if it has the court’s approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.
22  What do I do if I cannot make a repayment?
Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways —

• to extend the term of your contract and reduce payments; or

• to extend the term of your contract and delay payments for a set time; or

• to delay payments for a set time.

23  What if my credit provider and I cannot agree on a suitable arrangement?
If the credit provider refuses your request to change the repayments, you can ask the credit provider to review this decision if you think it is wrong.

If the credit provider still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out below in question 25.

24  Can my credit provider take action against me?
Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the credit provider’s external dispute resolution scheme or ASIC, or get legal advice.

25  Do I have any other rights and obligations?
Yes. The law will give you other rights and obligations. You should also READ YOUR CONTRACT carefully.
IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING YOUR CREDIT PROVIDER’S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT YOUR CREDIT PROVIDER’S EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE.

EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. YOUR CREDIT PROVIDER’S EXTERNAL DISPUTE RESOLUTION PROVIDER IS THE FINANCIAL OMBUDSMAN SERVICE AND CAN BE CONTACTED ON 1300 78 08 08, www.fos.org.au OR AT GPO BOX 3, MELBOURNE, VICTORIA 3001.

PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

Direct debit request service agreement

Preamble

This document pertains to the operation of any payment facilities EasyPay (automated, regular payments) and CallPay (cardholder initiated, random payments), which are both facilities which generate credit payments to your card, and matching debit payments to be forwarded to an account nominated by you under this Direct Debit Request Service Agreement.

Definitions

account means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

Act means the Privacy Act 1988 (Cth).

agreement means this Direct Debit Request Service Agreement between you and us, including the direct debit request.

approving means that you have authorised us by:
(i) providing a signature on a direct debit request and/or
(ii) by authorising us in a telephone call where you were identified using the standard caller identification process.

*business day* means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

*debit day* means the day that payment by you to us is due.

*debit payment* mean a particular transaction where a debit is made.

*direct debit request* means the Direct Debit Request between us and you.

*direct debit system* means the Bulk Electronic Clearing System.

*e-Payments Code* means the e-Payments Code.

*GST* means a tax payable under the GST law, as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

*personal information* means any information (including any sensitive information) which we collect, use, hold and disclose about you (including your account details and any amounts to be debited from your account) in accordance with the Act.

*privacy and related law* means the Act including the National Privacy Principles, and all other privacy law or codes of practice relevant to our collection, use and disclosure of your personal information and our processing of your direct debit request.

*privacy policy* means our Privacy Policy which can be obtained by contacting us at the Personal loan Customer Service Centre, or contacting our Privacy Officer on 1300 308 008, or by visiting any HSBC branch.

*signature* includes any electronic method permitted by applicable law at the relevant time to be used to identify a person and to indicate the person’s approval of the information communicated in a document, in a manner binding on that person.

*standard caller identification process* is the process which we adopt from time to time to identify you.
us and we and ours means HSBC Bank Australia Limited ABN 48 006 434 162, who you have authorised by approving a direct debit request.

you and your means the customer who signed the direct debit request.

your financial institution is the financial institution where you hold the account that you have authorised us to arrange to debit.

1 Debiting your account

1.1 By approving a direct debit request, you have authorised us to arrange for funds to be debited from your account. You should refer to the direct debit request and this agreement for the terms of the arrangement between us and you.

1.2 We will only arrange for funds to be debited from your account as authorised in the direct debit request.

1.3 If the debit day falls on a day that is not a business day we may direct your financial institution to debit your account on the following business day.

1.4 If you are unsure about which day your account has or will be debited you should ask us.

1.5 We warrant that we will comply with the requirements of the EFT Code where you use CallPay to approve a direct debit request and the requirements of that code apply to your dealings with us.

2 Changes by us

We may vary any details of this agreement or a direct debit request at any time by giving you at least fourteen (14) days written notice.

3 Changes by you

3.1 Subject to 3.2 and 3.3, you may change the arrangements under a direct debit request by contacting us at the Personal loan Customer Service Centre.

3.2 If you wish to stop or defer a debit payment you must notify us in writing at least 21 days before the next debit day. This notice should be given to us in
You may also cancel your authority for us to debit your account at any time by giving us notice in writing, or by a telephone call, at least 30 days before the next debit day. This notice should be given to us in the first instance.

### Your obligations

#### 4.1
It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the direct debit request.

#### 4.2
If there are insufficient clear funds in your account to meet a debit payment:

- (a) you may be charged a fee and/or interest by your financial institution;
- (b) you may also incur fees or charges imposed or incurred by us; and
- (c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.

#### 4.3
You should check your account statement to verify that the amounts debited from your account are correct.

#### 4.4
You must notify us immediately in accordance with condition 9 of the HSBC Personal loan Conditions of Use if you become aware of any breach of the security of the standard caller identification process.

#### 4.5
If we are liable to pay GST on a supply made in connection with this agreement then you agree to pay us on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate. If we are liable to pay any amount to any other party on a supply made in connection with this agreement then you agree to pay us on demand an amount equal to that amount.

### Disputes

#### 5.1
If you believe that there has been an error in
debiting your account or you wish to query an entry on your account statement, you should notify us directly at the Personal loan Customer Service Centre and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.

5.2 If we conclude as a result of our investigations that your account has been incorrectly debited, we will respond to your query by arranging for an amount equal to the incorrect debit (plus interest and charges) to be credited to your card account, or if you require, deposited to your account at your financial institution. We will also notify you in writing of the amount by which your account has been adjusted.

5.3 If we conclude as a result of our investigations that your account has not been incorrectly debited, we will respond to your query by providing you with reasons and any evidence for this finding, and advise you whether there was any system or equipment malfunction at the time of the debit.

5.4 Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter, you can still refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

5.5 We will respond to your request within 7 days if the debit payment was made within the last 12 months or 30 days if within the last 5 years.

6 Accounts

You should check:

(a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.

(b) your account details which you have provided
to us are correct by checking them against a recent account statement; and

(c) with your financial institution before completing the direct debit request if you have any queries about how to complete the direct debit request. Your financial institution may impose additional restrictions on the amount of funds which may be debited from your account.

7 Confidentiality and privacy

7.1 When we collect, use and disclose your personal information including any in your direct debit request (such as your account details), and you consent to such collection, use and disclosure of your personal information for these purposes, we comply with the privacy and related law and our privacy policy.

7.2 Your financial institution or others involved in the direct debit system may require your personal information to be provided to them in connection with a claim made relating to an alleged incorrect or wrongful debit made under the agreement.
For more information or assistance please contact:

1300 308 280

www.hsbc.com.au
or visit any HSBC branch