

# Business Credit Card Terms

15 May 2025

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# About this document

## This is an important document

This document and your Letter of Offer set out the terms and conditions on which we agree to provide you with a business credit card facility. Together we call them your **Facility Agreement**.

The Schedule of Interest Rates sets out the interest rates that may apply to your business credit card facility. It forms part of this document (and, therefore, your Facility Agreement).

The Schedule of Fees sets out the fees and charges that may apply to your business credit card facility. It forms part of this document (and, therefore, your Facility Agreement).

If your Letter of Offer includes one or more business lending facilities (for example, a Business Loan), you enter into a separate facility agreement with us in relation to those facilities. Those business lending facilities do not form part of this Facility Agreement.

It is important that you carefully read these documents before you sign your Letter of Offer.

You or a Guarantor may also need to enter into other documents with us to support your Facility Agreement (for example, a Security Agreement). It is important that you carefully read those documents too.

You should seek your own advice and make your own enquiries about all legal, taxation and financial aspects of the business credit card facility.

There may be circumstances where a specific term in your Letter of Offer is inconsistent with this document. If that is the case, the specific term of your Letter of Offer is the one that applies to the extent it is inconsistent with this document.

## Meaning of words

Defined terms are explained in *Part D – What certain words mean* of this document.

## Banking Code

The relevant provisions of the Banking Code of Practice apply to your Facility Agreement if you are a 'small business' under the Banking Code of Practice.

## Bendigo Phone Banking, Bendigo e-Banking and other payment facilities

If you use a payment facility in connection with your Card (for example, Bendigo Phone Banking, Bendigo e-Banking, BPAY®, Pay Anyone Service or automatic payments), separate terms and conditions apply to the use of those services. You agree to the Bendigo Business Accounts and Facilities Terms and Conditions if

you use these services (available at [bendigobank.com.au](https://www.bendigobank.com.au)).

## If you are experiencing financial difficulty

You should notify us as soon as possible if you are experiencing financial difficulty. We can discuss how we may be able to help.

## Unacceptable account conduct

We are committed to improving support for financially vulnerable customers, staff, suppliers, and our wider community. We recognise financial abuse can happen to anyone and may also include forms of family and domestic violence or elder abuse.

Our products and services must not be used to engage in financial or other abuse.

Examples of this conduct include:

- making defamatory, harassing or discriminatory comments to any person, including through payment descriptions or references; or
- using or encouraging threatening or abusive language; or
- engaging in coercive or controlling behaviour (for example, restricting a person's account access or use of funds); or
- promoting or encouraging physical or mental harm to any person.

We may take steps to investigate circumstances where we reasonably believe any product or service is being used in this way.

We can take action, for example to close, stop, suspend, or deny access or use of our products or services, or to block or decline payments or payment methods, if we reasonably consider it necessary to protect you or another person from financial or other abuse. This is in addition to any other rights we may have under your Facility Agreement. It is possible that we may not provide you with notice before taking such action.

## Contacting us

You can contact us:

- **in person** – speak to one of our staff at your nearest branch
- **on the phone** – call 1300 236 344
- **online** – at [bendigobank.com.au](https://www.bendigobank.com.au)
- **by mail** – The Bendigo Centre  
PO Box 480  
Bendigo VIC 3552

# Part A – General terms for business credit card facilities

This Part A contains general terms that apply to all business credit card facilities. It also explains when a Default occurs, when we can suspend, cancel or block the business credit card facility or a Card, and what changes we can make to your Facility Agreement.

## 1 Your Facility Agreement

### 1.1 Liability structure

Different liability structures are available for the business credit card facility. The table below explains the liability structures currently available:

Understanding the liability structures available on the business credit card facilities:	
<b>Company liability structure</b>	<p>This structure is only available if you are a company.</p> <p>Credit under the business credit card facility is accessed by Cardholders nominated by you who are issued with a Card which can be used to make Purchases and Cash Advances.</p> <p>You are responsible for each Cardholder's use of their Card and all amounts owing under those Cards and your Facility Agreement.</p>
<b>Individual liability structure</b>	<p>This structure is available if you are a sole trader or the owner of the business.</p> <p>We issue you with a Card which can be used to make Purchases and Cash Advances.</p> <p>You can nominate other individuals to be Cardholders.</p> <p>You are responsible for your and each other Cardholder's use of their Card and all amounts owing under those Cards and the Facility Agreement.</p>
<b>Joint and several liability structure – partnerships only</b>	<p>This structure is only available if you are a partnership.</p> <p>Cards are issued to partners of the partnership.</p>

### Understanding the liability structures available on the business credit card facilities:

You can also nominate other individuals to be Cardholders.

You and each other partner of the partnership is jointly and severally liable for each Cardholder's use of their Card and all amounts owing under those Cards and the Facility Agreement.

### 1.2 Contract acceptance

You are taken to have accepted the terms of your Facility Agreement at the earlier of:

- (a) the activation of a Card; or
- (b) the first use of any Card or an Account; or
- (c) you accepting the Facility Agreement by signing your Letter of Offer or by any other method we make available.

### 1.3 Conditions to first use

Your Letter of Offer may specify that certain conditions must be met before you or a Cardholder can use the business credit card facility or a Card. If it does specify conditions, you can only use the business credit card facility or a Card if we are satisfied that all those conditions have been met.

## 2 Facility Limit and Credit Limits

### 2.1 Where you can find your Facility Limit

The Facility Limit for the business credit card facility is set out in your Letter of Offer.

This is the maximum amount of credit we will make available under the business credit card facility.

The Facility Limit is different to the Credit Limit for a Card. See clause 3.3 for more details about Credit Limits.

## 2.2 Changes to the Facility Limit or Credit Limit requested by you

You can ask us to increase or decrease the Facility Limit and any Credit Limit at any time. However, we are not obliged to approve your request. For example, we may not approve an increase if there is a Default or if doing so would result in our lending criteria not being met.

If we increase or decrease the Facility Limit or any Credit Limit, we may make corresponding changes to any Credit Limit.

### Temporary increases to the Facility Limits and Credit Limits

We may approve a temporary increase to the Facility Limit and any Credit Limit for an agreed period. If we do this, at the end of that period:

- the Facility Limit and any Credit Limit will reduce to the limit which applied immediately before the temporary increase; and
- you must immediately pay us any amount needed to reduce the Account Balance for each Account to its Credit Limit and the aggregate of each Account Balance to the Facility Limit.

## 3 Cardholders

### 3.1 Nominating Cardholders

You can ask us to issue a Card to a proposed Cardholder at any time. Any request must be in writing and in the manner acceptable to us. We may require further information about the Cardholder before issuing a Card to them. You consent to us contacting them to obtain that information. We will let you know if we accept your request. However, we may decline your request or impose conditions before we agree.

You must:

- provide each Cardholder with the Card Conditions of Use prior to the activation or first use of their Card; and
- get each Cardholder to confirm that they have read, and will comply with,

the Card Conditions of Use prior to the activation or first use of their Card.

You represent and warrant to us that you have done these things.

### 3.2 Liability for Cardholders

By nominating a Cardholder you authorise them to act on your behalf under the Account. You also agree to us allowing a Cardholder to make Purchases and Cash Advances with their Card.

You are responsible for any amounts arising from a Cardholder's use of their Card or the Account and you are liable to us for any non-compliance by a Cardholder with the Card Conditions of Use.

### 3.3 Credit Limits for Cardholders

You can set up the business credit card facility with a shared Credit Limit structure or an Individual Credit Limit structure. The table below explains how these Credit Limit structures work:

#### Understanding our Credit Limit structures

<b>Shared Credit Limit structure</b>	The business credit card facility has one Account and all Cardholders share the Credit Limit, which is the same amount as the Facility Limit.
<b>Individual Credit Limit structure</b>	<p>The business credit card facility can have one or more Accounts. Each Account has its own Credit Limit.</p> <p>Each Credit Limit must be an amount less than the Facility Limit and the aggregate of each Credit Limit must not be more than the Facility Limit (however, the aggregate can be less than the Facility Limit).</p> <p>Each Account must have a primary Cardholder. You can also ask us to issue Cards to additional Cardholders for each Account.</p>

The Credit Limit is the maximum amount of credit that a Cardholder is permitted to access with their Card. However, the Available Credit for an Account at any time may be less than this (for example, if Purchases have been made during the Statement Period and the Account Balance has not been paid or there are pending transactions).

If you or a Cardholder would like to increase the Available Credit without increasing the Credit Limit, you or the Cardholder may deposit funds into the Account.

### 3.4 Other limits and restrictions

You can ask us to place a limit or restriction on the types of transactions that may be made with a Card or on the Account. Please contact us to find out what limits or restrictions are available.

You can also ask us to change or remove any limit or restriction applied to a Card or an Account. If we agree to your request, the change will only be effective once it has been processed by us.

**Important!** Other limits may mean a transaction is declined. For example, daily limits or transaction limits applied by an ATM provider, a merchant or other service provider.

There may also be times when a limit or restriction on a Card or an Account is not effective. For example, this may occur where electronic authorisation networks are not fully functioning.

You agree that (except to the extent caused by our fraud, negligence or wilful misconduct):

- you remain liable for such transactions; and
- we are not liable to you because any transaction proceeds notwithstanding a restriction nominated by you.

### 3.5 Removing a Cardholder

You can ask us to cancel a Cardholder's authority to use the business credit card facility or a Card at any time by giving us written notice or otherwise advising us (in a manner reasonably acceptable to us).

If you do this:

- (a) you must promptly notify the Cardholder of your request; and
- (b) you must take all reasonable steps to return any current Card to us or otherwise destroy the Card by cutting it into pieces (including cutting any chip on the Card); and
- (c) you remain responsible for transactions generated by use of the Cardholder's Card or the Account until we process the request (whether they are processed before or after the request is made); and
- (d) where an Individual Credit Limit Structure applies to the business credit card facility, you must pay us the Account Balance. Once you do this, we will close the Account.

## 4 Accounts

If the business credit card facility has a shared Credit Limit structure, the business credit card facility will have one Account.

If the business credit card facility has an individual Credit Limit structure, each Cardholder will have an Account.

An Account will be charged with:

- (a) the amount of all Purchases made using a Card linked to the Account or the Account details; and
- (b) the amount of all Cash Advances obtained using a Card linked to the Account or the Account details; and
- (c) interest on Purchases and Cash Advances; and
- (d) other interest charges imposed on Purchases, Cash Advances and on fees and interest charges in accordance with your Facility Agreement; and
- (e) all applicable fees and charges, and other amounts we may debit to the Account under your Facility Agreement.

We rely on the amount shown on any voucher, Cash Advance receipt or transaction record as evidence of the cash price of the Purchase or the amount of the Cash Advance to which the transaction relates (but you may raise disputes).

## 5 Payments

### 5.1 If the Credit Limit is exceeded

An Account Balance must not exceed the Credit Limit at any time. If it does, you must immediately pay us the amount needed to reduce the Account Balance to the Credit Limit and the aggregate of each Account Balance to the Facility Limit. This obligation is in addition to your minimum payment obligations – see clause 5.2 below for more details.

**Important!** There may be circumstances where a transaction will cause the Account Balance to exceed the Credit Limit. For example, if a transaction is made when electronic authorisation systems are not available.

### 5.2 What you have to pay

For each Account, you must pay us the minimum payment for a Statement Period by the payment due date shown on the statement of account.

The minimum payment will be:

- (a) the greater of:
  - (i) 3% of the closing balance (rounded up to the nearest dollar); and
  - (ii) \$10 (or, if the closing balance shown on the statement of account is less than \$10, that amount); **plus**
- (b) any overdue amounts from previous statements.

If you do not pay the minimum payment for a Statement Period for an Account by the payment due date, you may incur a late payment fee. See the Schedule of Fees for more details.

Your obligation to pay the minimum payment amount is in addition to your obligation to pay any amount by which the Account Balance exceeds the Credit Limit. See clause 5.1 for further details.

**Important!** In any Statement Period, you may make one or more payments which together exceed the minimum payment for the Account for that Statement Period. If you do this, this does not affect your obligation to pay in full the minimum payment due in another Statement Period.

### 5.3 How we apply payments

Unless we agree with you to apply payments or other credits in a particular order, all payments and other credits received will be applied in the following order:

- (a) first, to those parts of the closing balance shown in the last statement of account we issued for the Account which relate to unpaid Cash Advances and Purchases from a previous statement of account (and, if different interest rates apply to different parts of the unpaid Cash Advances and Purchases, we will apply the payment in the order of the amount incurring the highest rate to the lowest rate); and
- (b) second, to transactions made in the last statement of account we issued for the Account (and, if different interest rates apply to different parts of the closing balance, we will apply the payment in the order of the amount incurring the highest rate to the lowest rate); and
- (c) third, to transactions debited to the Account since the end of the last Statement Period (and, if different interest rates apply to different parts of the closing balance, we will apply the payment in the order of the amount incurring the highest rate to the lowest rate).

A payment to an Account is not treated as being made until it is received in cleared funds. Until a payment clears, we may not

credit it or may not increase the Available Credit to reflect it.

We may need to make adjustments. For example, we can cancel, reverse or debit any payment we make under a Finance Document and make any corresponding adjustments to the Account:

- to correct an error or mistake; or
- if we have not received cleared funds in full; or
- if we are required to return funds to someone else (for example, because we have credited funds to the wrong account); or
- if we otherwise have reasonable grounds to do so.

If we determine, acting reasonably, that a payment in respect of a business credit card facility was made in connection with a fraud or scam (including where the funds are the proceeds of a fraud or scam payment), we may return the amount to the sender or to the person whom we reasonably believe is legally entitled to the funds and make any corresponding adjustments to the Account. If we do this, your and our rights and obligations under your Facility Agreement will be the same as if the payment was never made.

#### 5.4 Method of payment

You must pay amounts due under a Finance Document:

- (a) in full and without any set-off, counterclaim or deduction; and
- (b) plus any GST if it applies and is not already included in the payment; and
- (c) in Australian dollars (unless we agree otherwise); and
- (d) otherwise, in the manner we require.

If a law requires you to deduct an amount from any amount you pay to us (for example, withholding tax), you must increase the amount of the payment by the amount deducted so that once the deduction is made we receive the amount we would have received as if no deduction had been required.

**Important!** Payments to an Account or your Nominated Account or by a particular payment method (for example, cheque or electronic funds transfer) may take time to be processed and clear to the account. In addition, payments made on a non-Business Day or after 5pm may not be processed until the next Business Day. You must allow sufficient time for payments to be processed and clear so that you can satisfy your repayment obligations on time.

If you have a payment arrangement with us (for example, an authority to debit your Nominated Account or a direct debit agreement), you must ensure there are sufficient funds in the account before we debit it. .

#### 5.5 Periodical transfers

You can ask us to set up a periodical transfer in connection with your Facility Agreement under which we periodically debit a nominated account to make payments in connection with your Facility Agreement. For example, you may ask us to set up a periodical transfer for the minimum payment amount for each Statement Period, the full Account Balance or another amount you nominate.

#### 5.6 When an amount is due on a non-Business Day

If an amount you owe us is due on a day which:

- (a) is not a Business Day; or
- (b) does not exist in a particular month (for example, the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup>),

you must pay us that amount on the preceding Business Day. This means that if your due date is a Saturday, you must pay us the amount on the Friday before it.

However, if arrangements have been made to automatically debit the amount from an account (for example, under a direct debit arrangement), normal procedures for debiting will apply.

#### 5.7 If we receive a payment in a foreign currency

If we receive an amount in a currency other than the currency in which the amount is due,

we may convert the amount received into the due currency on the day and at such rates as we reasonably consider appropriate. You acknowledge that it might be necessary to convert the other currency through more than one currency to determine the exchange rate available to us. We may also deduct our usual Costs in connection with the conversion.

If the converted amount (after deducting our conversion Costs) is less than the amount you owe us, you will still owe us the balance.

## 6 Interest

### 6.1 Interest rates that apply

We use different interest rates for Purchases and Cash Advances on the Account. Your Letter of Offer states the interest rates that apply at the time your Letter of Offer is prepared. Other interest rates may apply to special promotions and we will notify you of those rates at the time of the promotion.

All interest rates for the business credit card facility are variable (unless we agree in writing otherwise). We can change these rates at any time. See clause 17 for details on how we can change interest rates.

**Important!** Information on current interest rates is available on request.

### 6.2 Calculating interest

We calculate interest separately on each part of the Account Balance that comprises Purchases and Cash Advances from the time it is debited to the Account until it is repaid.

Interest is calculated on each part of the Account Balance daily, by multiplying the relevant amount by the applicable daily rate.

We calculate the daily rate by dividing the applicable interest rate by 365 days (and may divide the rate by 366 days in a leap year).

We debit accrued interest charges to an Account at the end of the Statement Period. We also debit accrued interest charges on the day an Account is closed.

Any interest charges debited to an Account are treated as a 'Purchase' for the purpose of

calculating interest charges. This means you pay interest on it at the applicable daily rate from the date we debit it.

**Important!** If you are a Farmer and the business credit card facility is used for the purposes of a Farming Operation, we will not charge you overdue interest on overdue amounts (or fees instead of overdue interest) during any period that the land you use for that Farming Operation is in drought or natural disaster where the Banking Code of Practice requires this. However, you may have to notify us about the circumstances before we can do these things or provide you with a refund.

## 7 Interest free

### 7.1 Interest free periods for purchases

If your Letter of Offer states that an interest free period applies to an Account:

- (a) we will not charge you interest on a Purchase while it qualifies for an interest free period as set out in this clause 7; and
- (b) an interest free period applies to all Purchases made while the Account is interest free eligible; and
- (c) the Account automatically qualifies for an interest free period when it is opened. However, it can lose and regain this status.

There are no interest free periods on Cash Advances or other amounts (unless we agree with you in writing otherwise).

### 7.2 When interest free eligibility is lost

An Account will lose its interest free eligibility and all interest free periods on unpaid Purchases will end if the closing balance stated on a statement of account is not paid in full by the due date stated on the statement of account.

When this happens, interest will start to accrue on each Purchase that forms part of your Account Balance from the day after the due date stated on the statement of account and will continue to accrue until each such Purchase is repaid. Interest will also accrue

on any new Purchases you make while your Account is not interest free eligible.

### 7.3 How to regain interest free eligibility after it is lost

There are two ways you can regain interest free eligibility on an Account after it has been lost:

#### You can regain interest free eligibility for an Account by:

##### Paying the Account Balance in full:

If you pay the Account Balance in full on a day, you will immediately regain interest free eligibility for the Account from that day.

The Account Balance is available in Bendigo e-banking or by contacting us.

**Important!** Sometimes we do not receive payments in time to process them the same day as they are made (for example, if the payment is transferred from another bank). If additional transactions are posted to the Account before the payment is processed, this may affect whether you regain interest free eligibility.

##### Paying the closing balance in your last statement of account by its due date

If you pay the closing balance on your last statement of account in full by the due date stated in your statement of account, you will regain interest free on purchases from your next Statement Period.

The closing balance is available on the first page of the statement of account.

Visit [bendigobank.com.au](http://bendigobank.com.au) for more information and examples showing how interest free periods work.

## 8 Statements of account

We will issue a statement of account for each Statement Period for each Account.

**Important!** You should check the entries on each statement of account carefully and promptly notify us of any error or unauthorised transaction before the due date shown on the statement of account.

## 9 Fees, charges and indemnities

### 9.1 Fees and charges

Fees and charges payable in connection with the business credit card facility are set out in your Letter of Offer and the Schedule of Fees.

We may debit the Account or your Nominated Account for unpaid fees and charges. We do not need to notify you first.

We may introduce new fees and charges at any time and make changes to existing fees and charges. See clause 17 for details on how we can make changes to fees and charges.

**Important!** Information on current fees and charges is available on our website and on request.

### 9.2 Other costs you agree to pay

You must pay or reimburse us any Costs we reasonably incur in connection with:

- (a) entering into a Finance Document (including making searches, enquiries, registration costs and our Adviser's fees); and
- (b) administering a Finance Document (including variations, releases, consents and waivers and our Advisers' fees); and
- (c) exercising, enforcing or preserving rights, powers or remedies under a Finance Document (including the Costs of bringing Enforcement Proceedings against you or a Guarantor and other Costs of maintaining and disposing of any Secured Property); and
- (d) any government duties, taxes, rates or other charges now or in the future charged on or in relation to the use of a Card or transaction debited or credited to the Account (whether or not you are primarily liable for these amounts).

You must pay these amounts within 2 Business Days after we ask for them.

We may debit the Account or your Nominated Account for these amounts. We do not need to notify you first.

### 9.3 You indemnify us for certain losses and Costs

You indemnify us for any liability, direct loss or reasonable Costs we incur in connection with:

- (a) you or a Guarantor not complying with your obligations to us; and
- (b) a Default; and
- (c) us exercising our rights under a Finance Document or taking action to protect our rights; and
- (d) us acting on a communication we reasonably believe is from you or a Guarantor; and
- (e) any transaction under a Finance Document.

This includes liability, loss or Costs of a kind referred to above incurred by:

- (f) any of our, or our Related Entities', employees, contractors or agents; or
- (g) any receiver we appoint under a Security Agreement.

However, your indemnity does not include liability, loss or Costs we incur which are caused by our fraud, negligence or wilful misconduct.

You must pay these amounts within 2 Business Days after we ask for them.

We may debit the Account or your Nominated Account for these amounts. We do not need to notify you first.

## 10 Closure and suspension

### 10.1 Your right to close the facility

You may close the business credit card facility at any time by contacting us.

### 10.2 We can close the facility at any time

The business credit card facility is an 'at call' or 'on demand' facility. This means you must

pay the Account Balance of any Account, and any other amounts you owe under your Facility Agreement, when we ask. We can do this at any time even if no Default has occurred.

If we close the business credit card facility when there is no Default, we will notify you and usually give you a reasonable period of time to pay the Account Balance and any other amounts you owe us.

### 10.3 What happens if the facility is closed

If the business credit card facility is closed:

- (a) no further credit will be provided under the business credit card facility; and
- (b) we will close any Accounts and cancel all Cards issued in connection with the business credit card facility; and
- (c) you must return all Cards issued under the business credit card facility (or ensure they are promptly destroyed by cutting them into several pieces including by cutting through any chip and disposing of them securely); and
- (d) you will remain liable for all transactions and everything that has occurred in relation to an Account up to the time we process the Account closure; and
- (e) you must continue to make payments, and will be liable for interest and applicable fees and charges in connection with the Account, until you repay the Account Balance and all accrued interest and fees and charges in full and we actually close the Account.

The amount you are required to pay may change from day to day. You may request a payout figure from us at any time.

### 10.4 Suspending the facility

We may suspend the business credit card facility and any Account if:

- (a) there is a Default; or
- (b) we reasonably believe doing so is necessary to manage a material and

immediate risk or to prevent you, a Cardholder or us suffering loss.

We do not need to give you advance notice before we suspend an Account but if we do not give you advance notice we will tell you as soon as reasonably possible after we do so.

We may refuse to process a transaction on an Account while it is suspended. However, you remain liable for any transactions that we do continue to accept.

## 11 When will a Default occur?

### 11.1 General Defaults

This clause applies to you, whether you are a Small Business or not.

A Default occurs if:

- (a) **failure to pay:** you or a Guarantor do not pay any amount payable under a Finance Document in the manner we require within 5 Business Days after its due date; or
- (b) **insolvency:** you or a Guarantor become Insolvent, or are subject to any bankruptcy, voluntary administration, other insolvency or restructuring process or arrangement; or
- (c) **creditor enforcement:** another creditor takes Enforcement Proceedings against you or a Guarantor (or your or their assets); or
- (d) **default under another arrangement with us:** early repayment is required under another financing arrangement you or a Guarantor have with us because of a default (however described) that is of a type that is set out in this clause 11.1; or
- (e) **unlawful behaviour:** we believe on reasonable grounds that you or a Guarantor do not comply with the law or any requirement of a Government Agency; or
- (f) **illegality:** it becomes unlawful for you or us to continue with your Facility Agreement; or
- (g) **misrepresentation:** you or a Guarantor give us information that is materially incomplete, incorrect or misleading (including any representation or warranty given or repeated to us); or
- (h) **unapproved use of the facility:** you use a business credit card facility for a purpose which we have not approved; or
- (i) **improper dealing with assets:** you or a Guarantor deal with, or attempt to deal with, your or the Guarantor's assets in breach of a Finance Document (without our prior written consent); or
- (j) **financial information:** you or a Guarantor do not provide financial information required by your Facility Agreement; or
- (k) **licences:** you or a Guarantor do not maintain any Licence that is necessary to carry on your or their business; or
- (l) **change in ownership or control:** legal or beneficial ownership, or management control of you or a Guarantor or your or their business changes without our prior written consent; or
- (m) **change in status:** the status, composition or capacity of you or a Guarantor change without our prior written consent (for example, if you are a trustee of a trust and cease to be the trustee) or you or a Guarantor no longer have legal capacity; or
- (n) **additional defaults:** any additional event or circumstance occurs that you and we agree is a Default under your Facility Agreement (for example, additional Defaults may be set out in your Letter of Offer).

## 11.2 Additional Defaults if you are not a Small Business

This clause does not apply if you are a Small Business.

A Default will also occur if:

- (a) **non-compliance with an obligation:** you or a Guarantor do not comply with your obligations under a Finance Document (unless the failure can be rectified and it is rectified within 30 days after we ask you to do so, or any longer period we agree); or
- (b) **insolvency:** you or a Guarantor are Insolvent or steps or actions are taken towards you or a Guarantor becoming Insolvent or deregistered; or
- (c) **official action is taken:** any court, authority or official does anything relating to you or a Guarantor, or your or their assets and we consider this Increases our Credit Risk (for example, a court, authority or official appoints an administrator or investigator, issues a notice, makes an order, resumes, restrains or confiscates); or
- (d) **there is a default under another arrangement with us:** an event of default (however described) occurs under any other document which you or a Guarantor have with us or any of our Related Entities; or
- (e) **another financier is entitled to call for early repayment:** another financier is entitled to call, or does call, for early repayment of money you or a Guarantor owes them under your or the Guarantor's arrangements with them; or
- (f) **a material contract is terminated:** another party to a document which is a material part of your or a Guarantor's assets ends it (or the party is entitled to end it) and we consider this Increases our Credit Risk; or
- (g) **unenforceable obligations:** a Finance Document ends, becomes or is claimed to be of no legal effect or unenforceable for any reason or it is or becomes unlawful for you or a Guarantor to comply with any of your or their obligations under a Finance Document; or
- (h) **action in respect of Licence:** you or a Guarantor have conditions or restrictions applied to a Licence, or you or a Guarantor are subject to any form of fine, sanction or disciplinary action because the conditions of a Licence have not been complied with; or
- (i) **material adverse effect:** one or more events occur which, in our opinion, has or is likely to have a material adverse effect on:
  - (i) the business, operations, assets, financial or other condition, cashflow or prospects of you or a Guarantor (or, if you are a member of a group of companies, the group); or
  - (ii) the validity or enforceability of the whole or any part of a Finance Document.

## 12 Rectifying Defaults if you are a Small Business

This clause 12 applies if you are a Small Business. It does not apply if you are not a Small Business.

If a Default occurs, we will give you at least 30 days' notice to rectify the Default before we require payment of the Account Balance or take Enforcement Proceedings.

However, we do not have to give you notice (or can give you shorter notice) if:

- (a) you or a Guarantor are Insolvent; or
- (b) you or a Guarantor no longer have legal capacity; or
- (c) it is reasonable for us to do so to manage a material and immediate risk relating to the nature of the Default, your particular circumstances or the value of a Security Interest in our favour.

We will also only act on a non-monetary Default if it is, by its nature, material, or we reasonably consider it has had, or is likely to have, a material impact on:

- (d) your or a Guarantor's ability to meet your financial obligations to us (or our ability to assess this); or

- (e) our security risk (or our ability to assess this); or
- (f) our legal or reputation risk (but only if the Default is of a type set out in clauses 11.1(e) to 11.1(h).

### 13 What can we do if there is a Default?

Subject to clause 12, if there is a Default, we can do any one or more of the following:

- (a) stop you using the business credit card facility; or
- (b) immediately terminate your Facility Agreement; or
- (c) change any term or condition of your Facility Agreement; or
- (d) require repayment of any or all amounts you owe us under your Facility Agreement (including the Account Balance for each Account); or
- (e) take Enforcement Proceedings or other legal action; or
- (f) enforce any Security Agreement (if applicable).

A law may require us to give you notice, take certain steps or comply with certain conditions before we take action against you in connection with a Default. For example, if you are a Farmer, we may be required to offer mediation to you. If such a law applies, we will comply with these requirements.

### 14 We may take action for regulatory reasons

The laws of Australia or other countries, regulatory authorities or sanctions may require us to do things which may affect the business credit card facility.

If we consider it necessary, we can delay, suspend, stop, block, end or refuse to provide a transaction, facility or service to you. We may not (and may not be allowed to) notify you before we exercise any of these rights.

We are not liable for any loss you incur because we exercise any of these rights.

### 15 When a directive makes providing finance illegal or impossible

This clause does not apply if you are a Small Business.

If a new directive, or a change to an existing directive, makes it (or will make it) illegal or impossible for us to fund, provide, or continue to fund or provide a facility to you, we can do one or more of the following by giving notice to you:

- (a) suspend or cancel all or part of our obligations under your Facility Agreement; and
- (b) require you to pay us all amounts you owe us under your Facility Agreement (including the Account Balance for each Account).

If we ask you to make a payment under this clause, you must pay that amount within 30 days after we ask for it (or, if earlier, within 30 days after the date the illegality or impossibility occurred).

### 16 Reviewing your Facility Agreement

#### 16.1 When we can review your Facility Agreement

We can review the terms of the business credit card facility at the following times:

- (a) if there is a Default, or we reasonably believe there is or will be a Default; or
- (b) at any time your Facility Agreement specifies that we can perform a review; or
- (c) every 12 months (starting from the date you sign your Letter of Offer).

#### 16.2 Information and documents you are required to provide us for a review

You must give us all reasonably requested information, documents, consents and assistance in connection with a review. We may regard a failure to do so as something that Increases our Credit Risk.

### 16.3 What happens after a review

After a review, if we reasonably consider that:

- (a) there is a Default; or
- (b) there have been circumstances, or will be circumstances, which Increases our Credit Risk,

then we can do any one or more of the following:

- (c) do nothing and continue with your Facility Agreement on the same terms; or
- (d) if there is a Default, take action under clause 13; or
- (e) notify you that we will only continue with your Facility Agreement if certain changes are made to it (for example, reducing the Facility Limit or a Credit Limit, requiring an additional Security Agreement, changing your payment arrangements or requiring you to pay some of the Account Balance).

### 16.4 What happens if we require changes to your Facility Agreement after a review

If we require changes to be made to your Facility Agreement after a review, we will give you at least 30 days to consider those changes.

If you accept the changes, any variation to your Facility Agreement will take effect from the time you accept the changes.

If you do not accept the changes, we may terminate your Facility Agreement and require you to pay us the Account Balance for each Account.

If you are a Small Business, we will consult with you for a period of at least 30 days for the purposes of agreeing with you changes to your Facility Agreement.

If you accept the changes, the variations to your Facility Agreement will take effect from the time you accept them. However, we will give you at least 30 days to start complying with them.

If you fail to comply with the accepted changes after 30 days, we can take any one or more of the following additional actions:

- vary the interest rate that applies to a facility (including increasing a margin or substituting a base or reference rate); or
- cancel the unused portion of a facility.

If you do not accept the changes, you can end your obligations under your Facility Agreement by paying the Account Balance.

## 17 We can make changes to your Facility Agreement

**Important!** We may make changes to your Facility Agreement, the business credit card facility or a service we provide to you. This clause explains what changes we can make, how much notice we will give you before the change begins and how we will notify you.

It is important that you and any Guarantor keep your contact details up to date.

### 17.1 Types of changes and notice

The table below sets out the types of changes we can make and the notice period we will give you before we make the change.

Generally, we will notify you about a change as soon as reasonably possible. However, we do not have to give you notice (or we can give you shorter notice) if it is reasonable for us to manage an immediate and material risk.

If you do not accept a change we make, you can end your obligations under your Facility Agreement by paying us the Account Balance.

## 17.2 How we will notify you of changes

If we have to give you notice of a change we will notify you by one or more of the following methods:

- (a) by giving you written notice (this can include printed communications or electronic communications such as internet banking, app notifications, emails, or publishing notices on our

website or another platform and notifying you about the notice); or

- (b) by advertisement in the national or local media; or
- (c) by notifying you in any other way permitted by law; or
- (d) through any other method we have agreed with you.

Type of change	Notice
<p><b>Interest rates set by us</b></p> <p>A change to a variable interest rate or a variable base rate which forms part of your interest rate.</p>	No later than the day the change takes effect.
<p><b>Interest – other changes</b></p> <p>Adding, removing or changing a margin.</p> <p>Substituting an interest rate or a base rate.</p> <p>A change to a default or overdue rate.</p> <p>A change to the method, frequency of calculation, or crediting or debiting of interest (or fees in the nature of interest).</p> <p>Changing an interest free period or the eligibility criteria for interest free periods.</p>	At least 30 days' notice.
<p><b>Payments, a change to:</b></p> <ul style="list-style-type: none"> <li>the components that determine your minimum repayments; or</li> <li>the timing, frequency or method of calculation of payments.</li> </ul>	At least 30 days' notice.
<p><b>Fees and charges</b></p> <p>A change to the amount of our existing fees and charges; or</p> <p>A change to the timing of charging, debiting or crediting fees and charges.</p> <p>Introducing a new fee or charge.</p>	At least 30 days' notice.
<p><b>Credit Limits and other limits and restrictions</b></p> <p>Changes we make to the Facility Limit, the Credit Limit or other limits and restrictions (including reducing the Facility Limit or Credit Limit).</p>	At least 30 days' notice.
<p><b>Qantas Business Rewards Conditions, changes to:</b></p> <ul style="list-style-type: none"> <li>the Qantas Business Rewards Conditions;</li> <li>how Qantas Points or bonus Qantas Points are earned.</li> </ul>	At least 30 days' notice.
<p><b>Government charges</b></p> <p>A change to a fee or charge set by the government, including introducing a new fee or charge.</p>	We do not have to give you notice if the change is published by the government. Otherwise, at least 30 days' notice.

Type of change	Notice
<p><b>Changes in law</b></p> <p>A change required or desirable to be made to comply with, or meet the standard in, any law, or guidance or requirements of a regulator, or decision of a court or dispute resolution process.</p>	At least 30 days' notice.
<p><b>Other changes</b></p> <p>A change if:</p> <ul style="list-style-type: none"> <li>• we reasonably consider you and the Guarantor will benefit from it; or</li> <li>• it is made to simplify your Facility Agreement; or</li> <li>• it is administrative or minor or corrects an error, inconsistency or omission; or</li> <li>• it reflects a change to, or is made for consistency with, our business or technological systems; or</li> <li>• we modify, add, remove or substitute a product feature or services; or</li> <li>• it is made for security reasons; or</li> <li>• it is otherwise reasonably made; or</li> <li>• it is reasonably necessary to meet best industry practice or to protect our legitimate interests.</li> </ul>	<p>As soon as reasonably possible if we do not consider the change will be adverse to you.</p> <p>Otherwise, at least 30 days' notice.</p>

## 18 Your representations and warranties

### 18.1 What you represent and warrant to us

You represent and warrant that:

- (a) if you are a corporation, you are properly registered and validly existing under the laws of your jurisdiction of incorporation; and
- (b) you have power to carry on your business; and
- (c) neither you nor, if you are a corporation, any director or other person, breaches any law or any obligation to another person by signing any Finance Document or entering transactions or performance obligations under them and that all necessary authorisations to do so have been obtained; and
- (d) your and any Guarantor's obligations under each Finance Document (to which you are a party) are binding and enforceable against you and them; and
- (e) all of the information given by you or on your behalf (for example, Financial Statements) is correct, complete and not materially misleading; and
- (f) you have not withheld any information that might have caused us not to enter into any Finance Document; and
- (g) you and each Guarantor are not Insolvent; and
- (h) no Default is continuing; and
- (i) entering into and complying with any Finance Document will not result in you or any Guarantor breaching any law or any obligation you or any Guarantor have to any other person; and
- (j) unless set out in your Letter of Offer, you are not a trustee.

### 18.2 Additional representations and warranties if you are a trustee

If you are signing your Letter of Offer or another Finance Document as trustee of a trust or settlement, you also represent and warrant that:

- (a) you are the sole trustee of the trust; and
- (b) no action has been taken or is proposed to be taken to remove you as trustee of the trust or to appoint any additional or alternate trustee; and

- (c) the Finance Document is for the benefit of the beneficiaries of the trust; and
- (d) you have the right to be fully indemnified out of the trust assets for all obligations you incur under the Finance Document and the trust assets are sufficient to satisfy that right of indemnity; and
- (e) no action has been taken or proposed to terminate the trust nor has any event occurred for the vesting of trust assets; and
- (f) the trust has been properly constituted and the trust documents are valid and enforceable and comply with all laws.

### 18.3 When you make these representations and warranties

You make the representations and warranties in this clause 18.3 (and any set out in your Letter of Offer):

- (a) when your Facility Agreement with us is formed – see clause 1 for more details; and
- (b) on the last day of each month.

You must notify us if anything happens which means you cannot truthfully repeat your representations and warranties at these times.

**Important!** If any representation or warranty you give us becomes incomplete, incorrect or misleading, it may lead to a Default.

Your Letter of Offer may include additional representations and warranties.

## 19 Your general undertakings

### 19.1 Things you must do

You must:

- (a) conduct your business (including keeping accurate books of account and collecting debts owed to you) in a proper, orderly and efficient manner; and
- (b) comply with the law (including taxation, superannuation, anti-money laundering, counter-terrorism, sanctions and environmental laws); and

- (c) if you become a member of a consolidated group for taxation purposes, have at all times an effective tax sharing agreement and tax funding agreement and ensure everything is done so that you are liable for tax in relation to your activities only and not for all the tax on the consolidated group.

### 19.2 Things you must not do

You must not (without our prior written consent):

- (a) materially write down the value of any asset in your Financial Statements; or
- (b) stop payments generally; or
- (c) stop conducting your business or significantly change the general character of any business you conduct (or threaten to do any of these things); or
- (d) if you are a corporation, issue new shares, convertible notes or options for shares in your capital; or
- (e) if you are a corporation, reduce your capital or do anything which would make your capital capable of being called up only in certain circumstances; or
- (f) if you are a corporation, register a transfer of shares in your capital; or
- (g) if you are a corporation, pay any dividend, make any distribution or provide any loan otherwise than in the ordinary course of your ordinary business (unless you are listed on a stock exchange).

### 19.3 Additional undertakings if you have provided us with security

You must allow us (or our Advisers) access to any Secured Property to obtain a valuation of it at any time reasonably required by us (however, generally we will not require a new valuation of Secured Property within 3 years of the last valuation we accepted unless we reasonably believe there has been or will be a Default or a material change in market or economic conditions Increases our Credit Risk.

We will not charge you for the Costs of a valuation if we have obtained it because we believed there has been or will be a Default and it is shown that there is no Default. Otherwise, you must pay us the Costs of the valuation (or reimburse our Costs for it).

Any valuation we receive is for our benefit and we are not required to give you a copy unless the law or the Banking Code of Practice requires us to do so. If the Banking Code of Practice requires us to give you a copy of the valuation, the valuation is for our use only and you cannot rely on it. We may require you to sign an acknowledgement to this effect.

#### 19.4 Additional undertakings if you are a trustee of a trust

If you are signing your Letter of Offer or another Finance Document as trustee of a trust or settlement, you must also:

- (a) use any credit provided under your Facility Agreement only for proper trust purposes; and
- (b) do everything necessary to bind yourself and your successors under the Finance Document; and
- (c) comply with your duties and obligations as trustee of the trust and under the trust deed; and
- (d) not amend the trust deed without our prior written consent; and
- (e) ensure there is no change in the trustee of the trust (without our prior written consent); and
- (f) ensure that the trust is not terminated and a vesting date is not declared; and
- (g) ensure that the trust fund is not mixed with other property resettled or sought to be brought under court control; and
- (h) ensure that your right to be indemnified out of the trust fund for obligations you incur in connection with the Finance Document is not restricted; and
- (i) ensure that nothing is done to restrict your ability to comply with your obligations under the Finance Document.

#### 19.5 Additional matters if you are a partner in a partnership

If you are signing your Letter of Offer or another Finance Document as a partner in a partnership, you must also:

- (a) not do anything, or permit anything to be done, or fail to do anything, which may affect or facilitate the variation or dissolution of the partnership; and
- (b) immediately notify us if the partnership is varied (including by a partner dying, leaving or joining the partnership) or dissolved; and
- (c) if we ask, do everything necessary to ensure all partners of any successive partnership are bound by the Finance Document and in the case of a Security Agreement, sign and deliver to us a new Security Agreement over the Secured Property in substantially the same form and effectiveness including the priority we require as the original Security Agreement.

### 20 Our liability to you

To the maximum extent permitted by law, we will not be liable to you for any direct or indirect loss, damage, Cost, or expense you suffer as a result of:

- (a) a Cardholder using their Card in breach of your Facility Agreement; or
- (b) us performing a transaction you or a Cardholder have authorised in accordance with your or their instructions; or
- (c) a Cardholder giving us inaccurate or incomplete instructions using their Card; or
- (d) us exercising any right we have in relation to a Card; or
- (e) a Card being unavailable or unable to be used due to an unexpected outage or system malfunction or any circumstances outside of our reasonable control; or
- (f) any failure of a PIN or passcode to permit you or a Cardholder to access

- Bendigo e-banking (including the Bendigo Bank app) or Bendigo Phone Banking; or
- (g) any failure, malfunction, delay or error (for any reason) of any equipment, system or software which is not controlled or provided by or on behalf of us; or
  - (h) disclosure of your or a Cardholder's personal information or other information relating to your accounts through Bendigo e-banking or Bendigo Phone Banking where the information has been obtained by or in conjunction with any person using a PIN or passcode or any unauthorised access to your or their information transmitted by us through Bendigo e-banking or Bendigo Phone Banking in relation to a Card.

The above exclusion of liability does not exclude our liability to you in relation to any loss suffered or incurred by you as a result of our fraud, negligence or wilful misconduct.

The above exclusion of liability also does not exclude our liability to you in relation to damages resulting from a malfunction of a system or equipment provided by any party to a shared electronic network, however caused. However, where you should reasonably have been aware that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability is limited to:

- (i) correcting any errors; and
- (j) refunding any fees or charges imposed.

## 21 Information you are required to give us

### 21.1 Information you must give us any time we ask

If we ask, you must give us all information or documents in connection with:

- (a) you or any Guarantor; and
- (b) any Finance Document; and
- (c) any Secured Property; and
- (d) your or a Guarantor's financial affairs or business or, if you or a Guarantor are a

corporation, the financial affairs or business of you and any of your Related Entities (including Financial Statements); and

- (e) identification or other similar procedures necessary to comply with any law; and
- (f) meeting our regulatory and compliance obligations.

We can ask for this information at any time.

All information must be in the form we reasonably require. We may require financial information to be audited by a qualified person approved by us.

**Important!** A failure to provide us with any financial information we require may lead to a Default.

## 22 Communicating with each other

**Important!** It is important that the contact details you and the Guarantor give us are, and remain, up to date at all times. If they change, you must promptly notify us.

### 22.1 How we communicate with each other

Unless we otherwise agree, all communications must be in writing. However, we may need to communicate with you or the Guarantor verbally.

Written communications (including emails) from you or the Guarantor must be signed by you or them unless we have agreed to a different process.

Email communications must state the first and last name of the sender and are taken to be signed by the sender.

Communications can be:

- (a) personally delivered to you or one of your Authorised Persons (if to you) or to one of our employees (if to us); or
- (b) left at the address last notified; or
- (c) sent electronically (including by fax or email).

Communications from us may also be given in any other way permitted by law, including

advertising in the national or local media, notifying you through internet banking, app notifications, emails, or publishing notices on our website or another platform and notifying you about the notice.

## 22.2 When are communications taken to be received

Communications are taken to be received:

- (a) **if sent by post** – 6 Business Days after posting (or 10 Business Days after posting if sent to or from overseas); or
- (b) **if sent by fax** – at the time shown in the transmission report as the time the whole fax was sent; or
- (c) **if sent by email** – 4 hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives a message that delivery has failed.

## 22.3 We are not responsible for loss in relation to communications

We are not responsible for any loss arising in connection with:

- (a) any communication that we believe is from you or a Guarantor; or
- (b) our refusal to act or delay in acting on any communication we do not believe is from you or a Guarantor,

except to the extent caused by the fraud, negligence or wilful misconduct of us, our Related Entities, or someone acting on our or our Related Entities' behalf.

## 23 When we can disclose your information

We can disclose any information and documents you give us or any other information in connection with a Finance Document:

- (a) if they are publicly available; or
- (b) to any person in connection with the exercise of a right or obligation under a Finance Document; or
- (c) to any of our Related Entities and our officers, employees, agents, contractors, legal and other Advisers and auditors; or

- (d) with your consent (which you cannot unreasonably refuse to give); or
- (e) if we reasonably believe we are required to disclose it by any law, Government Agency, securities exchange or rating agency; or
- (f) if we believe it is appropriate for the operation or administration of a Finance Document.

You consent to these disclosures.

## 24 Further steps and other things we can do

### 24.1 Further steps

You must do anything (for example, obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed), which we ask and reasonably consider necessary to:

- (a) bind you and any other person intended to be bound under a Finance Document; or
- (b) show whether you are complying with your obligations under any Finance Document; or
- (c) ensure that each Security Interest you or another person has given us under a Finance Document is enforceable, perfected and otherwise effective; or
- (d) provide more effective security over any Secured Property; or
- (e) enable us to obtain the consent of any other person (such as another secured party) in connection with a Security Agreement; or
- (f) enable us to register a document (for example, a power of attorney with a land titles register); or
- (g) enable us to exercise our rights in connection with a Finance Document or any Secured Property.

### 24.2 Extra things we can do

We can do anything which you should have done under a Finance Document but which

you have either not done or in our reasonable opinion have not done properly.

### 24.3 Authority to complete

We may complete and make fully effective any Finance Document and any document relating to it. The things we may do to a document include any one or more of the following:

- (a) dating it; or
- (b) correcting typographical errors; or
- (c) inserting outstanding information; or
- (d) stamping it; or
- (e) anything required so that the document is in registrable form.

### 25 Your Authorised Persons

We may allow you to appoint one or more Authorised Persons to act in connection with the business credit card facility and your Facility Agreement. If you appoint one or more Authorised Persons to act for you, you need to notify us in the appointment document whether they are permitted to act jointly or separately on your behalf.

**Important!** An Authorised Person can do anything you can do in connection with the credit card facility or your Facility Agreement.

### 26 Transfers and other dealings with your and our rights

You cannot novate, transfer, assign or otherwise deal with your rights and obligations under any Finance Document or allow any interest in it to arise or be varied without our prior written consent.

We can novate, transfer, assign or otherwise deal with our rights and obligations under a Finance Document in any way we consider appropriate and without your consent. If we do any of these things, you cannot claim against any transferee or assignee (or any other person who has an interest in a Finance Document) any right of set-off or other right you have against us.

### 27 Indemnities and reimbursement obligations continue

Your obligations to indemnify, compensate or reimburse us:

- (a) are separate to your other obligations under your Facility Agreement; and
- (b) continue even if your Facility Agreement ends.

It is not necessary for us to incur an expense or make a payment before we enforce a right of indemnity in connection with a Finance Document.

### 28 You must perform your obligations promptly

If you are required to do something under your Facility Agreement, you must do that thing promptly (unless a specific time for performance is stated in which case you must do that thing within the specified time).

### 29 How we exercise our rights

Our rights under a Finance Document are in addition to other rights given by law and:

- (a) we can exercise them in any way we reasonably consider appropriate (including by imposing conditions on any consent, approval or waiver); and
- (b) we can exercise them at a later time if we do not exercise them fully or at a certain time; and
- (c) we can exercise them even if it involves a conflict of duty or we have a personal interest in their exercise; and
- (d) any person we authorise as our representative may exercise them (including any of our employees).

We are not responsible for any loss arising in connection with us exercising (or not exercising) our rights except to the extent caused by the fraud, negligence or wilful misconduct of us, our Related Entities, or someone acting on our or our Related Entities' behalf.

### 30 Provisions prohibited by law

Each Finance Document is to be read on the basis that any term which:

- (a) is illegal, void or unenforceable at law; or
- (b) does not comply with a law; or
- (c) imposes an obligation or confers a right prohibited by law,

is omitted or varied to the extent necessary to comply with that law.

### 31 Commissions

We may give or receive from any broker, agent, dealer or other person monetary or non-monetary rewards in connection with a Finance Document.

These monetary and non-monetary rewards:

- (a) may be based on the volume and value of introductions we or they give; and
- (b) may be paid up front or over time (or both); and
- (c) may take into account your Facility Agreement.

### 32 Set off and combination of accounts

#### 32.1 We may set off

We can set-off any amount owing to us by you (whether or not due for payment) against any amount due for payment by you to us in connection with a Finance Document.

#### 32.2 Combining accounts

If there is a Default, we may use any money you have in another account with us towards repaying any amount you owe us under the Finance Documents (this is known as "combining accounts"). We can combine accounts without giving you notice, but we will notify you promptly afterwards.

### 33 Counterparts and signing documents

#### 33.1 Counterparts and electronic signing

A Finance Document may be executed electronically and may be executed in counterparts.

#### 33.2 Signing in more than one capacity

If a party to a Finance Document is a party in more than one capacity, the proper execution of the Finance Document once binds that party in each of its capacities.

#### 33.3 Each signatory bound

Each Finance Document binds each person who signs it (other than us) even if another person who was intended to sign does not sign it or is not bound by it.

### 34 Confirmation of Payee Service

#### 34.1 Using the Confirmation of Payee Service when making a payment

If you make a payment using a BSB and account number, we may use the Confirmation of Payee Service to provide you with a view on the likelihood that the account name you have entered matches the account you are paying to.

If we indicate to you that the Confirmation of Payee Service result does not match and we allow you the option of proceeding with the payment, you should check the account details with the intended recipient before proceeding with the payment. We may decline to process a payment where the Confirmation of Payee Service result does not match and we consider it reasonably necessary to do so to avoid you or us suffering loss or being victim to fraud or a scam.

At all times it remains your responsibility to ensure that the BSB and account number you are using to make a payment are correct irrespective of any Confirmation of Payee Service match result we share with you and your liability for payments will not be affected by any Confirmation of Payee match result we share with you.

You must not misuse the Confirmation of Payee Service or try to use it in breach of these terms and conditions or for any purpose other than confirming the name for the account you intend on making a payment to.

Without limiting any other right we have under your Facility Agreement, we may limit or suspend your ability to make payments or use

a payment facility or access method if we reasonably believe you are misusing the Confirmation of Payee Service in breach of your Facility Agreement.

### 34.2 Sharing your account details through the Confirmation of Payee Service

We will ensure your account details, including your name, are accurately recorded by us (based on the information you have provided to us and any verification we have undertaken) for the use of the Confirmation of Payee Service.

You must promptly notify us of any changes to your name and provide us with any evidence of your name change that we reasonably request.

You authorise and consent to:

- (a) us using and disclosing your account details (including your name) with the Confirmation of Payee Service; and
- (b) us and other financial institutions who process payments to or from your account using the related transaction details (including any name included with a payment instruction) with the Confirmation of Payee Service; and
- (c) payers' financial institutions using and disclosing your account details (including your name) for the purposes of the Confirmation of Payee Service and prior to making payments to you; and
- (d) your account details (including your name) and transaction details being disclosed, stored and used in connection with the Confirmation of Payee Service in accordance with the industry rules, regulations and procedures that apply to the Confirmation of Payee Service.

### 34.3 Opt-out requests

You may request that we withhold from sharing your account details with the Confirmation of Payee Service for an account if there are special circumstances and it is reasonably necessary to withhold your account details to protect your safety or security (an **opt-out**

**request**). We will only agree to an opt-out request if we agree that special circumstances exist and it is reasonably necessary to protect your safety or security.

If we agree to an opt-out request:

- (a) payers may not be able to confirm your account details through the Confirmation of Payee Service when making payments to your account; and
- (b) we may still disclose your account details (including your name) to other financial institutions through the Confirmation of Payee Service to facilitate their fraud checking processes (but they will not share your details with payers); and
- (c) we may still disclose your account details (including your name) through the Confirmation of Payee Service for them to be shared with some government agencies to confirm your identity in relation to payments they are making to you; and
- (d) financial institutions who process payments to or from your account may still use the related transaction details (including any name included with a payment instruction) with the Confirmation of Payee Service; and
- (e) you can request to opt your account back in to sharing your account details with the Confirmation of Payee Service at any time.

## 35 Governing law

### 35.1 Applicable law

The law in force in Victoria applies to your Facility Agreement.

### 35.2 Serving documents

Without preventing any other method of service, any document in action in connection with a Finance Document may be served on a party by being delivered at the party's address last notified.

## Part B – Card Conditions of use

This Part B sets out the terms which govern the use of a Card. Each Cardholder should carefully read these Card Conditions of Use before using their Card.

**Any use of the Card or the Account by a Cardholder will be taken by them as agreement to comply with the Card Conditions of Use.**

### 36 The Card

#### 36.1 Lost or stolen cards

**Important! If a Card is lost or stolen or suspected unauthorised use**

If the Card (or any device through which the Cardholder uses their Card) is lost or stolen, the Cardholder must immediately notify you and us – see the contact information at the start of this document for lost or stolen cards for how the Cardholder can notify us.

The Cardholder must also notify you about any lost or stolen card, or any unauthorised transaction from the use of the Card.

If we ask, you and the Cardholder must give us all information in your and their possession about how the loss occurred.

You may be liable for transactions made by use of the Card until we receive notice that the Card is lost or stolen.

#### 36.2 Card management

Our Bendigo e-banking service offers a range of card management features including:

- (a) **digital Cards:** If a Cardholder has a compatible device and they are using an approved Bendigo e-banking application, they can add their Card to a digital wallet even before they receive the physical Card; and
- (b) **blocking Cards:** The Cardholder can temporarily block and unblock its Card using Bendigo e-banking; and
- (c) **reporting lost or stolen Cards:** The Cardholder can report a lost or stolen Card using Bendigo e-banking and have a replacement card ordered; and
- (d) **spending controls:** The Cardholder can customise their Card security controls by easily preventing ATM, in-

store or online transactions for domestic and overseas usage; and

- (e) **merchant controls:** The Cardholder can prevent purchases from particular categories such as gambling or liquor transactions.

**Important!** Blocking transaction types may not always be effective.

You can visit [bendigobank.com.au](https://www.bendigobank.com.au) for further details on how to manage Cards.

#### 36.3 Bendigo Phone Banking, Bendigo e-Banking and other payment facilities

If a Cardholder uses a payment facility in connection with their Card (for example, Bendigo Phone Banking, Bendigo e-Banking, BPAY®, Pay Anyone Service or automatic payments), separate terms and conditions apply to the use of those services. The Cardholder agrees to the Bendigo Business Accounts and Facilities Terms and Conditions if they use these services (available at [bendigobank.com.au](https://www.bendigobank.com.au)).

#### 36.4 Digital wallets

If the Cardholder adds their Card to a digital wallet, our Digital Wallet Terms of Use will apply. The Cardholder agrees to the Digital Wallet Terms of Use if they use their Card in a digital wallet (available at [bendigobank.com.au](https://www.bendigobank.com.au)).

#### 36.5 Some important things to know about Cards

A Card allows the Cardholder to access the Account on your behalf to make Purchases and Cash Advances.

Each time a Cardholder uses their Card or the Account to make a Purchase or a Cash Advance, the Cardholder makes a request on behalf of you for us to extend credit under the business credit card facility.

The Card remains our property and each Cardholder agrees to return their Card to us upon our request.

Any Cards issued are subject to your Facility Agreement (including these Card Conditions of Use).

### 36.6 Validity and expiry

A Card must only be used during its validity period. The validity period will end on the Card's expiry date or the date it is cancelled.

If the Card is outside of its validity period, the Cardholder must destroy that Card promptly by cutting it into several pieces (including by cutting through any chip) and disposing of them securely.

### 36.7 Renewing and reissuing Cards

You authorise us to issue a replacement Card to each Cardholder prior to the expiry date of the Card. However, we will not issue a replacement card if:

- (a) your Facility Agreement has ended; or
- (b) you have cancelled or revoked a Cardholder's authority; or
- (c) we have cancelled or suspended the Account to which the Card is linked; or
- (d) we reasonably determine it is necessary to protect you, us or the Cardholder from loss.

### 36.8 Blocking a Card

We may block the use of a Card or an Account where we need to:

- (a) protect you, the Cardholder or us, or any other person, from a suspected fraudulent activity, a scam, financial abuse or other losses (but it may not be possible for us to detect and prevent all such transactions); or
- (b) prevent an anticipated breach of the law of Australia or another country; or
- (c) manage any risk, including our regulatory risk.

We may exercise our rights for as long as is reasonably necessary to manage any risks. We do this because we take Card security

seriously and we are committed to retaining your trust in our Card security measures.

We will try to contact you or the Cardholder if this happens (and if appropriate we will give you a general reason for doing so). We may not give you advance notice (for example if it is reasonably necessary for us to act quickly to manage a risk). If we tell you if a Card or device has been blocked, you must tell the Cardholder.

### 36.9 Cancelling a Card

We may suspend or cancel a Cardholder's right to use their Card or Account at any time. For example, we may do this to protect the Cardholder from loss due to fraudulent activity or a scam or because there has been a request to close the Account.

We will notify the Cardholder if we do this (however, we may not be able to notify the Cardholder before we suspend or cancel the Card).

## 37 Card security and PINs

### 37.1 Selecting a PIN

When we issue the Cardholder with a Card, we will either issue them with a PIN or allow them to set their own PIN.

The Cardholder may change their PIN at any time within Bendigo e-Banking, using the Bendigo Bank app or at any Bendigo Bank ATM.

If a Card has a signature panel, the Cardholder must sign it as soon as they receive it.

The Cardholder must comply with the security guidelines set out in clause 37.2.

### 37.2 Security guidelines

**Important!** The security of a Card and PIN is very important.

You may be liable for losses from unauthorised transactions which a Cardholder contributes to by not keeping their Card and PIN secure and protected.

The Cardholder must ensure that they:

- (a) keep any Cards in a safe space and regularly check that they have the Card in their possession; and
- (b) do not give their Card to anyone, except a merchant they are performing a transaction with; and
- (c) do not disclose their PIN to anyone or allow anyone to observe or hear their PIN, including a family member or friend or our representatives; and
- (d) do not record their PIN on a device (including a Card) used to perform a transaction, or keep a record carried with the device or on anything that may be lost or stolen at the same time as the device; and
- (e) do not select a PIN that is easily identified with them such as their date of birth, their name or part of it or their phone number; and
- (f) do not select a PIN that is a common or easily guessed combination such as repeated or consecutive numbers such as 5555 or 1234.

We will never ask for a PIN or any other security information relating to a Card by email, SMS or when speaking to our staff. We will also never ask a Cardholder to log in to Bendigo e-banking from a link provided in an email or SMS. If a Cardholder ever receives such a request, they should not provide the information or click on the link. The Cardholder should always access Bendigo e-banking through our website or using the Bendigo Bank app.

## 38 Using the card

### 38.1 Transactions that are allowed

A Cardholder can normally use a Card to carry out Purchases and Cash Advances in Australia and overseas where the Mastercard logo is displayed.

The Card must be used predominantly for business purposes.

When using your Card, a PIN or the Cardholder's signature may be required. In

some cases, a PIN or signature may not be required, such as contactless transactions below a certain amount. These amounts may differ based on the nature of the transaction or the merchant.

You must comply with the security guidelines set out in clause 37.2.

**Important!** Promotional material referring to Mastercard that is displayed on or in any merchant's premises does not mean that all goods and services available at those premises may be purchased using a Card.

We are not liable for any refusal of any merchant, bank or ATM to accept or honour the Card.

There may be circumstances where we may refuse to approve a proposed transaction. For example, we may do this if:

- (a) the transaction would take your Account Balance over the Credit Limit; or
- (b) the Card has been reported lost or stolen; or
- (c) we have other reason to do so (for example, if the proposed transaction would breach Australian law or sanctions, or the law or sanctions of any other country).

### 38.2 Transactions that are not allowed

A Cardholder must not use the Card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of Australia or the laws of the location where the Card is used.

A Cardholder must not use the Card if:

- (a) the Card or the Account has been suspended or cancelled; or
- (b) your Facility Agreement has ended (for whatever reason); or
- (c) the Cardholder has otherwise been instructed by us or by you not to use the Card.

You may restrict certain transactions that can be made using a Card or Account. The Cardholder must not use their Card or Account for a restricted transaction.

### 38.3 Maximum amount of credit that can be obtained

The Credit Limit is the maximum amount of credit that a Cardholder may be able to access with their Card. However, the amount of credit available to a Cardholder at any time may be less than this (for example, if Purchases have been made during the Statement Period and the Account Balance has not been paid or there are pending transactions). This means a transaction may be declined even though the Credit Limit is not fully used.

If you or a Cardholder would like to increase the Available Credit on an Account to a Cardholder without increasing the Credit Limit, you or the Cardholder may deposit funds into the Account. If you or a Cardholder deposit funds into the Account, you and the Cardholder agree that:

- (a) we may use any deposited funds to pay any amounts that are due and payable under the Account; and
- (b) any Cardholder who can access the Account can use the deposited funds.

### 38.4 Recurring payments with merchants

If a Cardholder provides their Card details to a merchant (for example, where you set up a regular payment arrangement), the merchant may be given updated Card details when the Card details are changed (for example, when we issue a replacement Card) if the merchant participates in an account updater service.

The Cardholder should check with the merchant to confirm if they participate in this service. The Cardholder may be able to request to opt-out of the automatic update of Card details by contacting us.

**Important!** If a Cardholder wants to cancel a recurring payment from a card, they should contact the merchant at least 15 days before the next scheduled payment and keep a copy of the cancellation request.

If the merchant does not act in accordance with the Cardholder's instructions, they may be able to dispute the transaction.

If a Cardholder has set up a direct debit, they can ask us to cancel their direct debit request by contacting us.

### 38.5 Transaction limits

At our discretion, acting reasonably, we may impose limits on the transactions that a Cardholder can perform using their Card or the Account (for example, these may include transaction limits, daily limits and limits on the amount of credit a Cardholder can access as cash from their Account at a branch, from an ATM or via an EFTPOS terminal). We will notify you of any limits we apply or changes to a limit. You must notify each Cardholder of these limits or any changes to them.

The table below sets out our current withdrawal limits for certain transactions:

Transaction	Limit
Purchases	\$25,000 per transaction
Cash Advance transactions conducted using a PIN in conjunction with a Card	\$1,000 per day
Cash Advance transactions conducted via an EFTPOS terminal when 'credit' is selected (whether or not a PIN is used)	The available credit on the Account

You may also set a lower limit for Cardholders. You must notify each Cardholder of any lower limits you have set.

If you or a Cardholder want to perform a transaction that is over a specified limit, you can contact us to approve that transaction. However, we are not required to authorise or process any transaction which would cause you to breach any applicable limit.

We may vary the limits that apply from time to time. We will notify you of any changes to the limits that apply in accordance with clause 17.

**Important!** Other limits (for example, daily limits or transaction limits applied by an ATM provider, a merchant or other service provider) may mean a transaction is declined.

### 38.6 International transactions

International transactions are transactions which are conducted:

- (a) in a currency other than Australian dollars; or
- (b) in Australian dollars with or using a merchant, payment processor, financial institution or other entity (including an online merchant) who is outside of Australia.

**Important!** It may not always be apparent to you that an online merchant is located outside of Australia.

International transactions performed using a Card which are performed in currencies other than Australian dollars, including refunds, are converted to Australian dollars by the Mastercard Scheme using its relevant exchange rates and conversion process at the time the transaction is processed. We will debit the transaction to the Account in Australian dollars.

A fee may be payable in respect of an international transaction which is conducted in a currency other than Australian dollars. See the Schedule of Fees for further details.

### 38.7 Complaints concerning merchants

We are not responsible for the following (except to the extent that Australian law says that we are):

- (a) any goods or services which you have obtained from a merchant using a Card; and
- (b) any refund by a merchant.

Any complaints concerning goods and services purchased must generally be resolved with the merchant.

### 38.8 Linked accounts

We may allow a Cardholder to link their Card to another Bendigo business account in order to carry out transactions in connection with that account. Please contact us to see if this feature is available.

If we allow another Bendigo business account to be linked to a Card, transactions performed in connection with that account by use of the Card will be governed by the terms and conditions applicable to the linked business account (and not these Business Credit Card Terms).

## 39 Disputed transactions, refunds and chargebacks

### 39.1 Disputing transactions

You or a Cardholder may dispute a transaction if you or they think:

- (a) it is an unauthorised transaction; or
- (b) the amount debited to the Account is different to the amount authorised; or
- (c) the goods or services have not been provided or were different to the description; or
- (d) goods have been returned and the amount has not been refunded to the Account; or
- (e) the transaction is mistakenly debited to the Account more than once; or
- (f) we can claim a refund (chargeback) on their behalf under the applicable the Mastercard Scheme rules.

You or the Cardholder must notify us immediately if you or the Cardholder want to dispute a transaction so that we may investigate it. Any delay may impact our ability to investigate or resolve the disputed transaction in your favour.

As part of our investigation, we may require you, the Cardholder or a third party (such as the merchant's bank) to provide us with information or documents. You authorise us to write to a third party on your behalf if we require such information or documents.

While we investigate a disputed transaction, interest and fees and charges will continue to accrue, and you must continue to make your required minimum payments.

If we determine a disputed transaction in your favour, we will refund the transaction amount to the Account and make any necessary adjustments to any interest and fees charged to the Account.

If we do not determine a disputed transaction in your favour you will remain liable for the transaction and, if we reversed the transaction while we considered your dispute, we may re-debit it to the Account. Fees may also apply (for example, a voucher retrieval fee). See the Schedule of Fees for further details.

**Important!** If you disagree with our decision you may request an internal review or lodge a complaint.

### 39.2 Refunds and chargebacks

The rules applying to the Mastercard Scheme that is relevant to your Card may set out specific circumstances and timeframes in which we can claim a refund (called a 'chargeback') in respect of a disputed transaction on your behalf.

We will claim a chargeback in relation to a transaction where we agree, based on our investigation, that a chargeback right exists, and you have disputed the transaction within the applicable timeframe.

The timeframes for us to process a chargeback vary between 45 days and 120 days, depending on the type of transaction.

If a chargeback is refused by a merchant's financial institution you will remain liable for the transaction and, if we reversed the transaction while the chargeback was being considered, we may re-debit it to the Account.

We will only accept a refusal of a chargeback request by a merchant's financial institution if we think it is consistent with the Mastercard Scheme rules.

You may dispute a transaction as an unauthorised transaction even if a chargeback right does not exist.

## 40 Liability for unauthorised transactions

### 40.1 When you will not be liable for unauthorised transactions

You will not be liable for loss that arises from an unauthorised transaction if:

- (a) it is clear that you and the Cardholder did not contribute to the loss; or
- (b) the loss happens because the Card was used without requiring a PIN and the Cardholder did not unreasonably delay in telling us that the Card was lost or stolen; or
- (c) the loss happens because of:
  - (i) the fraud or negligence of our employees or agents, or a merchant's fraud or negligence; or
  - (ii) a forged, faulty, expired or cancelled Card, identifier or PIN;
  - (iii) a transaction being debited to the Account more than once by mistake; or
  - (iv) a transaction requiring a Card or PIN that happened before the Cardholder received the Card or set the PIN (including a reissued Card or PIN); or
  - (v) an unauthorised transaction that was processed after the Cardholder told us that the Cardholder's mobile phone or Card was misused, lost or stolen, or that their PIN was no longer secure.

### 40.2 When you will be liable for unauthorised transactions

You will be liable for a loss that arises from an unauthorised transaction when:

- (a) the Cardholder acts fraudulently; or
- (b) the Cardholder does not follow our security guidelines set out in clause 37.2; or
- (c) the Cardholder leaves their Card in an ATM; or

- (d) you or Cardholder takes too long to tell us that:
- (i) the Cardholder's mobile phone or Card has been stolen, lost, or misused; or
  - (ii) the Cardholder's PIN is no longer secure; or
  - (iii) an unauthorised transaction happens and a PIN was needed to perform the transaction.

The table below sets out the different rules that apply to when you will be liable for unauthorised transactions:

When are you liable and what is your liability?	
<p><b>The Cardholder acted fraudulently or did not follow our security guidelines</b></p>	<p>If we can prove that it was more likely than not that you or the Cardholder contributed to the loss through fraud or by not following our security guidelines, you will be liable for the actual loss that arises before the Cardholder tells us that:</p> <ul style="list-style-type: none"> <li>• the Cardholder's mobile phone or Visa Debit Card was misused, lost or stolen; or</li> <li>• a PIN was no longer secure,</li> </ul> <p>except for the portion of losses that:</p> <ul style="list-style-type: none"> <li>• were incurred on any one day that exceeded a daily transaction limit; or</li> <li>• exceeded the balance of the Account; or</li> <li>• were incurred on any account that we both agreed could not be accessed to perform a transaction using the Card or PIN.</li> </ul> <p>For you to be liable for losses for a transaction which required more than one PIN, we must prove the Cardholder did not follow the security guidelines for each PIN or</p>
<p><b>The Cardholder left their Card in an ATM</b></p>	<p>You will be liable for a loss that arises from an unauthorised transaction that happens because the Cardholder leaves their Card in an ATM, provided that the ATM has reasonable safety standards that reduce the risk of the Cardholder leaving their Card in it.</p>
<p><b>The Cardholder unreasonably delayed telling us that their mobile phone or Card was misused, lost or stolen, or PIN was no longer secure</b></p>	<p>If we can prove that it was more likely than not that you or Cardholder contributed to losses resulting from an unauthorised transaction by unreasonably delaying in telling us the Cardholder's mobile phone or Card was misused, lost or stolen or that their PIN was no longer secure, you be liable for the actual losses that occur between when the Cardholder became aware or should have been reasonably aware of these problems, and when they told us about them, except for any portion of the losses that:</p> <ul style="list-style-type: none"> <li>• were incurred on any one day that exceeded a daily transaction limit; or</li> <li>• exceeded the balance of the Account; or</li> <li>• were incurred on any account that we both agreed could not be accessed to perform a transaction using the Card or PIN; or</li> </ul>

### When are you liable and what is your liability?

	<ul style="list-style-type: none"> <li>we recover under the Mastercard Scheme rules when a Card is used.</li> </ul>
<p><b>If an unauthorised transaction happens in any other circumstances and a PIN was needed to perform the transaction</b></p>	<p>If an unauthorised transaction happens in any other circumstances and a PIN was needed to perform the transaction, you will be liable for the lesser of:</p> <ul style="list-style-type: none"> <li>\$150 or any lower amount we decide; or</li> <li>the balance of the Account at the time the unauthorised transaction happened; or</li> <li>the actual loss at the time the Cardholder told us that their Card or mobile phone was lost, stolen or misused, or that a PIN was not secure, excluding that portion of the losses incurred on any one day that exceeded any limit.</li> </ul>

# Part C – Qantas Business Rewards Conditions

This Part C applies if you have a Bendigo Bank Qantas Business Credit Card. It explains how Qantas Points can be earned using a Card.

## 41 Getting started

### 41.1 About these Qantas Business Rewards Conditions

These Qantas Business Rewards Conditions set out the terms under which you can earn Qantas Points when a Card is used in connection with your Bendigo Bank Qantas Business Credit Card facility. They do not replace or set out the Qantas Business Rewards Program Terms.

The Qantas Business Rewards Program Terms do not form part of your Facility Agreement with us. We are not responsible for the Qantas Business Rewards Program Terms in any way.

Membership of the Qantas Business Rewards Program is subject to the Qantas Business Rewards Program Terms. The lifespan and use of Qantas Points is governed by and subject to the Qantas Business Rewards Program Terms.

Qantas may make changes to the Qantas Business Rewards Program and the Qantas Business Rewards Program Terms (including benefits offered) at any time. We are not liable for any loss you incur because Qantas does any of these things.

**Important!** You should read the Qantas Business Rewards Terms. They contain important information about membership of the Qantas Business Rewards Program.

You can obtain a copy of the Qantas Business Rewards Terms and further information about the Qantas Business Rewards Program or by contacting the Qantas Business Rewards service centre on 13 74 78 or visiting [qantas.com/business](https://qantas.com/business).

### 41.2 Eligibility

To earn Qantas Points on the Bendigo Bank Qantas Credit Card facility:

- (a) you must be a business based in Australia that has a valid ABN; and
- (b) you must be registered with the Qantas Business Rewards Program and you must have an active Qantas Frequent Flyer Account; and
- (c) the ABN used in connection with the Bendigo Bank Qantas Credit Card facility must be the same as the ABN registered with your Qantas Frequent Flyer Account.

Nominating your ABN, entering into your Facility Agreement with us, or the issuance of a Card does not result in you obtaining membership to the Qantas Business Rewards Program or a Qantas Frequent Flyer Account.

If you are not already a member of the Qantas Business Rewards Program, you can apply separately for complementary membership by visiting [qantasbusinessrewards.com/bendigofree](https://qantasbusinessrewards.com/bendigofree).

### 41.3 Only one Qantas Frequent Flyer Account can be linked

You can only have Qantas Points credited to one Qantas Frequent Flyer Account.

You must notify each Cardholder that only your Qantas Frequent Flyer Account will be credited with Qantas Points and that the issue of a Card does not entitle the Cardholder to be credited with Qantas Points earned from the use of their Card.

## 42 Earning Qantas Points and bonus Qantas Points

### 42.1 What are Qantas Points and bonus Qantas Points

Qantas Points and bonus Qantas Points can be earned on eligible transactions debited to an Account.

Bonus Qantas Points can also be earned in connection with special promotions offered from time to time by us or Qantas. The eligibility criteria and promotional terms and conditions will be provided at the time a special

promotion is offered. Bonus Qantas Points are the same as other Qantas Points and are treated under these Qantas Business Rewards Conditions as if they are Qantas Points.

### 42.2 Earning Qantas Points and bonus Qantas Points

You will earn Qantas Points on eligible transactions at the following rates, up to any applicable Qantas points cap, as set out in the table below:

	Qantas Points	Bonus Qantas Points
<b>Earn rate</b>	0.6 Qantas Points for every AUD\$1.00 (rounded down) on eligible transactions (other than Government Payments).  0.3 Qantas Points for every AUD\$1.00 (rounded down) on Government Payments.	1.0 Qantas Points for every AUD\$1.00 (rounded down) on eligible transactions.
<b>Qantas points cap</b>	For each Account, the maximum Qantas points are: <ul style="list-style-type: none"> <li>30,000 Qantas Points in a Statement Period; and</li> <li>360,000 Qantas Points per annum (starting on the Account opening date).</li> </ul>	No Qantas points cap applies.
<b>What transactions are eligible to earn points?</b>	Purchase of goods or services from merchants accepting a Card (including GST payable for those goods or services).	The following products or services purchased in Australia directly from Qantas: <ul style="list-style-type: none"> <li>Qantas flights that have a QF flight number and which are booked through <a href="http://qantas.com">qantas.com</a>, Qantas contact centres or selected travel agents (but only where Qantas is identified by relevant card scheme as the merchant; and</li> <li>the purchase of a Qantas Frequent Flyer Program membership, Qantas Club membership and Qantas Gift Vouchers.</li> </ul>

Qantas Points	Bonus Qantas Points
<p><b>What transactions are ineligible to earn Qantas Points or bonus Qantas Points?</b></p>	
<ul style="list-style-type: none"> <li>• BPay® transactions; and</li> <li>• balance transfers; and</li> <li>• cash advances and cash-equivalent transactions; and</li> <li>• transactions for gambling or gaming purposes; and</li> <li>• applicable fees or charges, including any government charges; and</li> <li>• interest and finance charges payable or paid on a Card; and</li> <li>• transactions which are disputed, fraudulent, or involve the abuse or unauthorised use of a Card; and</li> <li>• transactions which are refunded or reimbursed.</li> </ul>	<ul style="list-style-type: none"> <li>• Ineligible transactions for Qantas Points; and</li> <li>• purchases where Qantas' agent is identified as the merchant on the Card transaction; and</li> <li>• purchases from Qantas Freight, Qantas Holidays Limited, Qantas Business Travel Pty Limited, Qantas Staff Travel, Jetstar Airways Pty Limited, Jetstar Travelworld Ltd, and other Jetstar branded businesses and Jetstar franchisees; and</li> <li>• goods or services supplied by partners of the Qantas Business Rewards Program or Qantas Frequent Flyer Club.</li> </ul>

#### 42.3 Additional circumstances when you will not earn Qantas Points or bonus Qantas Points

You will not earn Qantas Points or bonus Qantas Points:

- (a) if there is a Default under your Facility Agreement; or
- (b) in respect of an Account, if the Account Balance is over the Credit Limit; or
- (c) for a Statement Period, if the Account is in arrears; or
- (d) if we discontinue or otherwise end your ability to earn Qantas Points or bonus Qantas Points; or
- (e) in respect of a Card, from the date the Card is suspended or cancelled; or
- (f) in respect of an Account, from the date the Account is suspended or cancelled; or
- (g) for eligible transactions that arise after the expiry date on a Card; or
- (h) if a Card is lost or stolen, until we issue a new Card; or

- (i) for eligible transactions, where you or a Cardholder dispute the transaction.

#### 43 When we credit Qantas points to your Qantas Business Rewards Account

Generally, Qantas Points and bonus Qantas Points earned will be credited to your Qantas Business Rewards Account daily.

If you cannot see Qantas Points being credited to your Qantas Business Rewards Account within 8 weeks of providing us with your ABN information and activating your Account, please contact us on 1300 236 344.

To view your Qantas Points online please visit [qantasbusinessrewards.com](http://qantasbusinessrewards.com).

#### 44 Transferring Qantas Points to your Qantas Frequent Flyer Account

Qantas Points can be transferred to your Qantas Frequent Flyer Account at a minimum of 3,000 points per transfer.

Once transferred to your Qantas Frequent Flyer Account, Qantas Points and bonus Qantas Points can be redeemed for various

rewards available under the Qantas Business Rewards Program Terms. For further information, please see the Qantas Business Rewards Program Terms or please visit [qantas.com/business](https://qantas.com/business).

Once transferred to your Qantas Frequent Flyer Account, Qantas Points are subject to the Qantas Business Rewards Program Terms.

**Important!** Qantas Points may not be sold or transferred unless permitted by the Qantas Business Rewards Program Terms.

## 45 Reducing and cancelling Qantas Points

### 45.1 Reducing your Qantas Points balance

If we have credited you with Qantas Points, we can reduce your Qantas Points balance, or reverse the credit, if:

- (a) we credited you those Qantas Points while an event or circumstance described in clause 42.3 applied; or
- (b) those points were (or we reasonably suspect they were) earned in respect of an illegible transaction, a disputed transaction or a fraudulent transaction.

If a reduction or reversal would cause your Qantas Points balance to become negative, we can instead restrict or suspend your ability to earn Qantas Points on future transactions up to the equivalent to the value of the reduction or reversal.

### 45.2 Cancelling Qantas Points not yet credited

We can cancel Qantas Points earned during a Statement Period but not yet credited to your Qantas Business Rewards Account at any time if:

- (a) in respect of a Card, we cancel the Card or close the Account; or
- (b) we discontinue your ability to earn Qantas Points – see clause 47 for more details.

## 46 No statements for Qantas Points

We do not issue statements to you in relation to your Qantas Points balance.

## 47 Variation to these Qantas Business Rewards Conditions

We can vary these Qantas Business Rewards Conditions, including in relation to the number of Qantas Points that you earn or the way in which you earn Qantas Points. See clause 17 in *Part A – General terms for business credit cards* for details on how we can make changes.

We can also discontinue your ability to earn Qantas Points at any time by giving you at least 30 days' notice. We may give you a shorter notice period, or no notice, if we need to discontinue your ability to earn Qantas Points in order to comply with our obligations (for example, our obligations to Qantas).

## 48 Other general provision

### 48.1 Exchanging information with Qantas

We will collect, hold, use and disclose information about you in connection with Qantas Points, including:

- (a) your ABN information; and
- (b) your Bendigo Bank customer number; and
- (c) your account name and number; and
- (d) certain personal information; and
- (e) transaction information relating to the use of a Bendigo Qantas Business Card or Bendigo Bank Qantas Business Credit Card facility, or Qantas Points earned.

You consent to us sharing this information with Qantas.

## 48.2 Tax matters

You are responsible for any tax liability, government charges or reporting requirements relating to the earning and redemption of Qantas Points on the linked Qantas Business Rewards Account.

We recommend that you or anyone authorised to earn and redeem Qantas Points seek independent tax advice about the tax consequences arising from the use of the Bendigo Bank Qantas Business Credit Card facility or a Bendigo Qantas Business Card, or from participating in the Qantas Business Rewards Program or from using any of the rewards or other available program facilities.

## 48.3 Disputes

If you believe that you are entitled to more Qantas Points than what is displayed on your Qantas Business Rewards Program statement, you must:

- (a) contact us on 1300 236 344; and
- (b) provide us with a copy of the relevant tax invoice or the statement of account showing the transactions for which you believe you are entitled to additional Qantas Points.

You must do both things listed above within 90 days of the relevant transaction taking place.

## Part D – What certain words mean

### 49 Meaning of words

Definition	Meaning
<b>Account</b>	The account opened by us which is used to record transactions relating to one or more Cards issued to Cardholders in connection with the Account in accordance with the Facility Agreement.
<b>Account Balance</b>	For an Account and at any time: (a) the total of all amounts we debit to the Account (these may include Purchases, Cash Advances, interest, amounts owing under indemnities, and adjustments); less (b) the total of all amounts we credit to the Account (such as payments we receive in connection with the Account and any adjustments).
<b>Advisers</b>	Includes lawyers, financial advisers, valuers, real estate agents and other consultants.
<b>Authorised Person</b>	Any person you authorise to act on your behalf in giving instructions or other communications and to perform any other acts under a Finance Document, by notice (including a copy of the person's signature) and for which we have not received notice of revocation of the appointment. You may authorise a person to act alone or jointly with others.
<b>Available Credit</b>	For an Account at any time, the amount that a Cardholder is authorised to borrow after taking into account all debits and credits and other transactions to the Account. The Available Credit for an Account may be less than the difference between the Credit Limit and the Account Balance (for example, because of pending transactions).
<b>Banking Code of Practice</b>	The Australian Banking Association's banking code of practice adopted by us, and as updated, from time to time.
<b>Business Day</b>	A day we are open in Victoria. It does not include a Saturday, Sunday or public holiday in Victoria.
<b>Card</b>	A card, whether in physical or digital form, issued by us under the business credit card facility to a Cardholder. It includes the Card number and expiry date as set out on the Card or anywhere those details are represented to allow a person to use the Account.
<b>Card Conditions of Use</b>	The terms set out in Part B of this document.
<b>Cardholder</b>	Each Person who is issued a Card in accordance with your Facility Agreement.
<b>Cash Advance</b>	Credit we provide in the form of cash or transactions we treat as being equivalent to cash. Cash Advances include: (a) cash withdrawals in-branch or through an ATM (including ATMs provided by other providers); and

Definition	Meaning
	<ul style="list-style-type: none"> <li>(b) cash withdrawals or ‘cash out’ at electronic funds transfer point of sale (EFTPOS) terminals, if and where available; and</li> <li>(c) Pay Anyone payments and Internal Transfers using Bendigo Phone Banking or Bendigo e-banking (including through the Bendigo Bank app); and</li> <li>(d) direct debits you establish using the BSB and account number for the Account; and</li> <li>(e) any other transaction you perform or authorise using the BSB and account number for the Account; and</li> <li>(f) transactions performed with a merchant or through a payment terminal setup with a merchant category code that relates to gambling or lotteries; and</li> <li>(g) transactions relating to gambling or the purchase of lottery tickets or prepaid cards or money transfers.</li> </ul>
<b>Confirmation of Payee Service</b>	The Confirmation of Payee Service that enables payers making payments using a BSB and account number to confirm the account name associated with the account.
<b>Controller</b>	Has the meaning given to that term in the Corporations Act.
<b>Corporations Act</b>	<i>Corporations Act 2001</i> (Cth).
<b>Costs</b>	Includes costs, charges and expenses, including those incurred in connection with Advisers and any legal costs.
<b>Credit Limit</b>	<ul style="list-style-type: none"> <li>(a) If the business credit card facility has a shared Credit Limit structure, the Facility Limit; or</li> <li>(b) if the business credit card facility has an Individual Credit Limit structure, the credit limit nominated by you for the Account and approved by us.</li> </ul>
<b>Default</b>	An event or circumstance listed in clause 11.
<b>Facility Agreement</b>	<p>The agreement we enter into with you when you accept your Letter of Offer.</p> <p>If your Letter of Offer includes one or more business lending facilities (for example, a Business Loan, a Business Overdraft, a Market Rate Loan or a Bank Guarantee Facility), you enter into a separate facility agreement with us in relation to those facilities. The facility details for those business lending facilities set out in Schedule A of the Letter of Offer do not form part of this Facility Agreement.</p>
<b>Facility Limit</b>	For a business credit card facility, the limit described in your Letter of Offer.
<b>Farmer</b>	Has the meaning given to that term in the Banking Code of Practice.
<b>Farming Operation</b>	Has the meaning given to that term in the Banking Code of Practice.
<b>Finance Document</b>	<p>Each of the following:</p> <ul style="list-style-type: none"> <li>(a) your Facility Agreement; and</li> <li>(b) if your Letter of Offer includes a business lending facility (for example, a business Loan), the facility agreement between you and us in relation to those facilities; and</li> </ul>

Definition	Meaning
	<ul style="list-style-type: none"> <li>(c) each Security Agreement; and</li> <li>(d) any other document you and we agree is a Finance Document.</li> </ul>
<b>Financial Statements</b>	<p>Each of the following:</p> <ul style="list-style-type: none"> <li>(a) if you are an entity other than an individual, copies of your financial statements (including the notes) and in addition, if you are a member of a group of companies, consolidated statements each prepared in accordance with generally accepted accounting principles, standards and practices; and</li> <li>(b) if you are an individual, an annual asset and liability statement, an income and expenses statement and your annual tax returns; and</li> <li>(c) a budget and cash flow forecast for your business and, if you are a member of a group of companies, for the group, for the next 12 month period; and</li> <li>(d) any other financial information we reasonably ask for about your or a Guarantor's business.</li> </ul>
<b>Government Agency</b>	Any government or any governmental, semi governmental or judicial entity or authority. It also includes any self regulatory organisation established under statute or any stock exchange and any external dispute resolution body.
<b>Government Payments</b>	<p>Any transaction treated by us as a payment to any Australian federal, state or local government agency, service or department or any Australian court or tribunal, including, where a Card is used to pay:</p> <ul style="list-style-type: none"> <li>(a) amounts owing to the Australian Taxation Office; or</li> <li>(b) vehicle licensing and registration; or</li> <li>(c) fines issued by any government, agency, service or department; or</li> <li>(d) bail and bond payments; or</li> <li>(e) council rates or fees; or</li> <li>(f) court costs including maintenance and child support.</li> </ul> <p><b>Government Payments</b> do not include government charges.</p>
<b>Guarantor</b>	Each person who guarantees payment or performance of your obligations under your Facility Agreement
<b>Increases our Credit Risk</b>	<p>Something <b>Increases our Credit Risk</b> if there is a material increase in the risk that one or more of the following situations may arise:</p> <ul style="list-style-type: none"> <li>(a) you or a Guarantor might not comply with your or their financial obligations to us under the Finance Documents; or</li> <li>(b) we might not be able to fully recover from the Secured Property everything you or a Guarantor owes us under the Finance Documents; or</li> <li>(c) we are unable to assess either of the things described in paragraphs (a) and (b) above.</li> </ul>

<b>Insolvent</b>	<p>A person is <b>Insolvent</b> if:</p> <ul style="list-style-type: none"> <li>(a) they are unable, or state they are unable, to pay their debts when they fall due; or</li> <li>(b) they are insolvent within the meaning of section 95A of the Corporations Act; or</li> <li>(c) they enter bankruptcy or they enter into any assignment, arrangement or composition with any creditors or otherwise are taken to have committed an act of insolvency; or</li> <li>(d) they are in liquidation, in provisional liquidation, under management by restructuring manager, under administration or wound up or have had a Controller appointed to their assets or a step for the appointment of any administrator or Controller is taken; or</li> <li>(e) they are subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute, or dissolved (except to carry out a solvent reconstruction or amalgamation); or</li> <li>(f) steps are taken for their winding up or dissolution; or</li> <li>(g) they are taken to have failed to comply with any statutory demand; or</li> <li>(h) something having a substantially similar effect to any of the things described in paragraphs (a) to (g) above happens to that person.</li> </ul>
<b>Letter of Offer</b>	The letter of offer we issue to you which incorporates this document.
<b>Licence</b>	<p>Any right, licence, permit, allocation, quota or authorisation (including to sell liquor, to discharge hazardous waste, to draw water or manage water rights, to keep gaming or poker machines or to develop and use any Secured Property) which allows activity to be carried out on or in connection with any Secured Property.</p> <p>It also includes a lease or any other allocation or right and any interest in a company, trust, joint venture, cooperative or irrigation scheme you use or hold in connection with the use or supply of water on or to the Secured Property.</p>
<b>Nominated Account</b>	For a facility, the account from which you and we agree amounts are debited. If we have not agreed on a specific account (or there are insufficient amounts in the agreed account), the Nominated Account is the account we determine.
<b>PIN</b>	For a Card, the Cardholder's personal identification number.
<b>Purchase</b>	A transaction performed with a merchant using a Card, Card details or Card Account details. Purchases do not include transactions which we treat as Cash Advances.
<b>Qantas</b>	Qantas Airways Limited ABN 16 009 661 901 or such other company that operates the Qantas Business Rewards Program and Qantas Frequent Flyer Program from time to time.
<b>Qantas Business Rewards Conditions</b>	The terms set out in Part C of this document.

<b>Qantas Business Rewards Program</b>	The loyalty program of that name that is operated by Qantas
<b>Qantas Business Rewards Program Terms</b>	The terms which apply to the Qantas Business Rewards Program.
<b>Qantas Frequent Flyer Account</b>	The account where your Qantas Points accrue as part of the Qantas Business Rewards Program.
<b>Qantas Points</b>	Points earned or accrued by participating in the Qantas Business Rewards Program.
<b>Related Entity or Related Entities</b>	Has the meaning given to that term in the Corporations Act.
<b>Schedule of Fees</b>	The Business Fees and Charges schedule available on our website. The Schedule of Fees forms part of your Facility Agreement.
<b>Schedule of Interest Rates</b>	The Schedule of Interest Rates for Business Accounts available on our website. The Schedule of Interest Rates forms part of your Facility Agreement.
<b>Secured Property</b>	Any property which is subject to a Security Agreement.
<b>Security Agreement</b>	Each of the following: <ul style="list-style-type: none"> <li>(a) each document given to us which states that it creates a Security Interest in our favour as security for your Facility Agreement; and</li> <li>(b) each guarantee given to us in connection with your Facility Agreement; and</li> <li>(c) each other document given to us to support any of the above; and</li> <li>(d) any other document we agree is a security agreement for your Facility Agreement (including any security listed in your Letter of Offer).</li> </ul>
<b>Security Interest</b>	Each of the following: <ul style="list-style-type: none"> <li>(a) any mortgage, pledge, lien or charge or any security or preferential interest or arrangement of any kind (including any right of set-off, anything which gives a creditor priority to other creditors with respect to any asset and any retention of title other than in the ordinary course of day-to-day trading and a deposit of money by way of security); and</li> <li>(b) any rights or interest in land held by a person other than the owner (for example, a right to remove something from that an easement public right of way restrictive or positive covenant lease or licence to use or occupy); and</li> <li>(c) any agreement to create any of the things listed in paragraphs (a) and (b) above or to allow them to exist.</li> </ul>
<b>Small Business</b>	You are a Small Business if: <ul style="list-style-type: none"> <li>(a) you are a 'small business' under the Banking Code of Practice; or</li> <li>(b) your Facility Agreement is a 'small business contract' for the purposes of the <i>Australian Securities and Investments Commission Act 2001</i> (Cth).</li> </ul>

<b>Statement Period</b>	The period from one statement date to the next statement date. A Statement Period is usually for a period of a month.
<b>we and us</b>	Bendigo and Adelaide Bank Limited ABN 11 068 049 178. <b>We</b> and <b>us</b> includes our successors and assigns.
<b>you</b>	Each person to whom we offer a facility under a Letter of Offer.  If there is more than one person, <b>you</b> means each of them separately and every two or more of them jointly.

## 50 Interpretation

In your Facility Agreement unless the context otherwise requires:

- (a) headings are for convenience only and do not affect interpretation; and
- (b) the singular includes the plural and the plural includes the singular; and
- (c) a reference to a document includes any variation, replacement or novation of it; and
- (d) the meaning of general words is not limited by specific examples introduced by "including", "for example" "e.g.", "such as" or similar expressions; and
- (e) words of one gender include any gender; and
- (f) a reference to "\$", "dollars", "AUD" or "AUD\$" is to Australian dollars; and
- (g) a reference to a law includes the general law and legislation and any amendment to it, any legislation substituted for it, and any subordinate legislation made under it; and
- (h) a reference to a person includes a corporation, trust, partnership, joint venture, association, government body, firm and any other entity; and
- (i) a reference to a party includes that party's personal representatives, successors and permitted assigns; and
- (j) a reference to a law or to a provision of a law includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation, statutory instrument, code or other thing issued under it; and
- (k) a reference to a thing (including a right) includes a part of that thing; and
- (l) a reference to two or more persons means each of them individually and any two or more of them jointly; and
- (m) if a party comprises two or more persons:
  - (i) a reference to a party means each of the persons individually and any two or more of them jointly; and
  - (ii) a promise by that party binds each of them individually and all of them jointly; and
  - (iii) a right given to that party is given to each of them individually; and
  - (iv) a representation, warranty or undertaking by that party is made by each of them individually; and
- (n) a thing to be done on a day which is not a Business Day must be done on the next Business Day; and
- (o) another grammatical form of a defined expression has a corresponding meaning; and
- (p) reference to a facility means a facility listed in your Letter of Offer; and
- (q) a reference to **property** or **asset** includes any real or personal, present or future, tangible or intangible property or asset (including intellectual property) and any right, interest, revenue or benefit in, under or derived from the property or asset.

## Resolving Complaints

We consider Internal Dispute Resolution (**IDR**) to be an important and necessary first step in the complaint handling process as it gives us an opportunity to hear when we do not meet our customers' expectations and address them genuinely, efficiently and effectively.

You can raise a complaint with us by:

- speaking to a member of staff directly
- telephoning 1300 236 344
- website [bendigobank.com.au/public/contact-us](http://bendigobank.com.au/public/contact-us)
- secure email – by logging into e-banking
- contacting us through a Bendigo Bank social media channel
- contacting the Customer Feedback Team at:

Email: [feedback@bendigoadelaide.com.au](mailto:feedback@bendigoadelaide.com.au) or

Reply Paid PO Box 480  
Bendigo VIC 3552

If you are not satisfied with the response provided you can refer your complaint directly to the appropriate External Dispute Resolution (**EDR**) scheme.

We are a member of the Australian Financial Complaints Authority (**AFCA**). You can contact AFCA at:

- GPO Box 3, Melbourne Vic 3001
- Telephone: 1800 931 678
- Email: [info@afca.org.au](mailto:info@afca.org.au)
- Web: [afca.org.au](http://afca.org.au)

Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if, or when the time limit relevant to your circumstances expire.

If your complaint relates to how we handle your personal information you can also contact the Office of the Australian Information Commissioner (**OAIC**):

- GPO Box 5218, Sydney NSW 2001
- Telephone: 1300 363 992
- Email: [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)
- Web: [oaic.gov.au](http://oaic.gov.au)

## Lost or stolen cards

For lost or stolen cards, suspected unauthorised use or lost or divulged PINs or passwords, please contact us straight away by calling:

- **within Australia** – 1800 035 383
- **overseas** – +61 3 5485 7872 (standard international call charges apply) 24 hours a day, 7 days a week

Alternatively, you can visit any of our branches or, if you are overseas, call into any bank displaying the Mastercard logo.

## Talk to us today

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<b>In person</b>	At your nearest Bendigo Bank branch
<b>On the phone</b>	Call <b>1300 236 344</b>
<b>Online</b>	At <a href="https://www.bendigo.com.au">bendigo.com.au</a>
<b>By mail</b>	The Bendigo Centre PO Box 480 Bendigo VIC 3552

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