

Business Standard Terms

15 May 2025

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About this document

This is an important document

We offer a range of facilities to our business finance customers. This document and your Letter of Offer set out the terms and conditions on which we agree to provide to you the facilities set out in your Letter of Offer. Together we call them your **Facility Agreement**.

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

If your Letter of Offer includes one or more business credit card facilities, you enter into a separate facility agreement with us in relation to those facilities. Those business credit card 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 facilities we provide under your Facility Agreement.

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 G – 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 facilities (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 – Using a facility

This Part A explains how you use a facility, including the conditions that must be met before you can use it. This Part also sets out specific terms which apply to certain facilities.

1 How to use a facility

1.1 Facility limit

We will provide you with finance up to your Facility Limit for the facility in accordance with your Facility Agreement.

If multiple facilities are available under your Facility Agreement, the Facility Limit for those facilities cannot be added together or swapped (unless we agree with you otherwise).

1.2 Loan purpose

You can only use a facility for the purpose stated in your Letter of Offer (unless we agree with you otherwise).

1.3 How to use a facility

If you want to use a facility, you must follow the procedures we specify (for example, you may need to give us a drawdown request a certain period of time before you want to make the drawdown).

These procedures may be set out in your Letter of Offer, or we will notify you about them before you use the facility.

1.4 Redraw

We may allow you to redraw amounts you have prepaid. However, we are not obliged to accept your request. We will generally not allow redraw:

- (a) during a fixed rate period; or
- (b) during an interest in advance period; or
- (c) during the term of an interest rate cap agreement; or
- (d) if there is a Default.

If we allow you to redraw a facility, the maximum amount you can redraw is the current amount you have prepaid less any fees or charges payable in connection with the redraw.

1.5 Revolving facilities

If your Letter of Offer says that a facility is revolving, you can use it multiple times (including amounts you have repaid).

1.6 We can cancel if you do not use a facility within 3 months

If you do not use a facility within 3 months of the date you sign your Letter of Offer, we can cancel the facility (unless we agree with you otherwise).

1.7 Cancelling unused parts of a facility

You can ask us to cancel the unused part of a facility. If you want to do this, you must give us at least 5 Business Days' notice.

Once a facility has been cancelled, you will not be able to change your mind. You will need to make a new application for finance.

2 Conditions to be met before you first use a facility

You can use a facility for the first time if we are satisfied that all of the following conditions have been met:

- (a) you have satisfied all of the conditions precedent set out in your Letter of Offer; and
- (b) we believe you and each Guarantor will be able to satisfy your obligations under the Finance Documents; and
- (c) there is no Default, and use of the facility will not result in a Default; and
- (d) providing you with finance will not cause the Outstanding Balance to exceed the Facility Limit for the facility; and
- (e) we are satisfied with the results of all searches and enquiries made by us or our Advisers in connection with the facility; and

- (f) you have given us all information and documents we have reasonably asked for; and
- (g) each representation and warranty you have given us is complete, correct and not misleading in any material way.

These conditions are in addition to any other conditions that apply to a facility set out in your Letter of Offer or in this *Part A – Using a facility*.

3 Additional conditions that apply if you use a facility more than once

If your Letter of Offer says that you can use a facility more than once, you can continue to use the facility after you first use it if:

- (a) providing you with finance will not cause the Outstanding Balance to exceed the Facility Limit for the facility; and
- (b) there is no Default, and use of the facility will not result in a Default.

If you have an 'at call' facility (such as an overdraft facility), we do not have to let you use the facility.

4 Specific terms for overdraft facilities

Important! This clause applies to overdraft facilities. This includes our Business Overdraft facility.

Under an overdraft facility we make funds available to you through an account we agree to in accordance with our usual practice.

4.1 At call facility

An overdraft facility is an 'at call' facility.

4.2 How you use an overdraft

You can use an overdraft facility by making withdrawals in any way we allow from your account.

4.3 Conditions on account

You must comply with the terms and conditions that apply to the use of your account and any card connected with it.

5 Specific terms for Market Rate Loans

Important! This clause applies to Market Rate Loan facilities.

5.1 Special business day rules for Market Rate Loans

If an amount you owe us is due or an interest period ends on a day which:

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

you must pay us the amount, or the interest period will end, on:

- (c) the next Business Day if there is one in the same calendar month; or
- (d) the preceding Business Day if the next Business Day is not in the same calendar month.

6 Specific terms for Third Party Instrument facilities

Important! This clause applies to Third Party Instrument facilities. This includes our Bendigo Bank Guarantee Facility.

Under a Third Party Instrument facility, we issue one or more Third Party Instruments (such as bank guarantees or standby letters of credit) to support your obligations to another person (a "Beneficiary").

If we pay an amount to a Beneficiary under a Third Party Instrument, you must reimburse us for that amount.

6.1 Issue of Third Party Instruments

If we approve a request for a Third Party Instrument, we will issue one or more Third Party Instruments with an aggregate face amount equal to the amount you asked for.

Each Third Party Instrument must be in the form we approve.

6.2 Letters of credit

Each Third Party Instrument issued by us that is a letter of credit will be subject to the Uniform Customs and Practice for

Documentary Credits publication current at the time of issuing the letter of credit.

6.3 You authorise us to pay

You authorise us to immediately pay any amount demanded or requested of us at any time under a Third Party Instrument. You cannot revoke this authorisation.

If a demand or request is made, we do not have to:

- (a) obtain your authority for the payment; or
- (b) refer to you before we make the payment; or
- (c) enquire whether the demand or request has been properly made; or
- (d) investigate whether any information or document is correct.

If a Third Party Instrument imposes any condition on a Beneficiary's right to make a claim, we can determine whether that condition has been met. Our decision is conclusive and binding on you.

6.4 We can cancel a Third Party Instrument

We may make a voluntary payment to a Beneficiary and end our liability under a Third Party Instrument. We do not need to notify you before we do this.

6.5 You must reimburse us

You must reimburse us for any amount paid by us under a Third Party Instrument. This includes any amount we pay to cancel it. You must pay us this amount immediately on demand.

If you do not pay us this amount on time, we can charge you interest on the overdue amount at the relevant Overdue Rate. If we debit this amount to your Nominated Account and that results in your Nominated Account being overdrawn, we may charge you interest on the overdrawn amount. See the terms and conditions that apply to your Nominated Account for further information.

If you have given us a deposit as security for your obligations under a Third Party Instrument facility, we can use the deposit to

immediately satisfy your obligations under this clause 6.5. We do not have to give you notice before we do this.

We can also debit your Nominated Account for any amounts you owe under this clause 6.5.

6.6 If a Third Party Instrument is no longer needed

If you or a Beneficiary no longer require a Third Party Instrument we have issued, you can return it to us.

6.7 We may require a security over a deposit

If we ask, you must provide us with a deposit as security for your obligations under clause 6.5 and any other amount you owe us under your Facility Agreement. We will generally only require this if:

- (a) there is a Default; or
- (b) the Outstanding Balance for a Third Party Instrument facility exceeds the Facility Limit for the facility; or
- (c) you want us to release a Security Interest that secured your obligations under a Third Party Instrument facility.

Where a deposit as security is required:

- (d) you must deposit an amount (in the currency) we require into an account we specify and it must remain on deposit until the Total Amount Owing for the Third Party Instrument facility is zero; and
- (e) the only withdrawals that can be made from the account are to pay the amounts you owe us under clause 6.5 and any other amount you owe us under your Facility Agreement.

We can apply any deposit as security to satisfy your unsatisfied obligations under clause 6.5 and any other amount you owe us under your Facility Agreement at any time.

6.8 No statements for Third Party Instrument facilities

We do not issue statements for Third Party Instrument facilities.

7 Specific terms for facilities used for construction or property development

Important! This clause applies to a facility provided for the purpose of construction or property development.

7.1 Additional conditions to be met for use

In addition to the conditions set out in clauses 2 and 3, we have to be satisfied that the following additional conditions have been met:

Drawing:	Additional conditions you have to meet:
For first use	<ul style="list-style-type: none"> All Licences required in connection with the Development Project have been obtained; and you have given us a copy of all plans, drawings and specifications for the Development Project; and proof that you hold contractors all risk insurance (minimum amount equal to the Development Project construction costs as approved by us, or if the building contract requires a higher amount of cover, that higher amount); and proof that you hold any other insurances we require for the Development Project; and you have given us a copy of any signed and completed building contract (acceptable to us) for the Development Project; and we have received an Independent Expert's Certificate; and the timetable for the Development Project is approved by us.

Drawing:	Additional conditions you have to meet:
For each additional use	<ul style="list-style-type: none"> We have received an Independent Expert's Certificate; and you have given us any other documentary evidence we reasonably require of expenditure on the Development Project.
For the final time you use the facility	<ul style="list-style-type: none"> You have confirmed to us that the Development Project is completed; and proof that you hold any insurances we require for the Development Project; and you have given us any other documentary evidence we reasonably require of completion of the Development Project (including any certificates or authorities from a Government Agency).

7.2 Shortfall of amounts required to complete

If the Independent Expert's Certificate at any time says that the unused portion of the Facility Limit is not sufficient to allow Completion on time, then you must:

- pay the next progress payment or shortfall out of your own funds; and/or
- if we ask, provide us with additional security that is acceptable to us.

We are not obliged to provide any further drawings under the facility (or sub-limits) until the unused portion of the Facility Limit is sufficient to allow Completion on time or you have provided us with additional security that is acceptable to us.

7.3 Direct payment of drawings

We may provide a drawing by paying any invoice issued by any Builder, supplier, consultant, subcontractor or authority in connection with the Development Project.

7.4 Commencement date for construction

You must ensure that the Development Project commences within 3 months of the first drawdown date under the facility.

7.5 Completion

You must ensure that Completion is achieved by the practical completion date in the timetable approved by us for the Development Project, or such other date as we or our consultants approve.

You must immediately notify us if you become aware of any delay to the estimated completion date, cost increases or threat to the validity of pre-sale and lease pre-commitment contracts.

7.6 Additional undertaking

You must:

- (a) comply at all times with the terms and conditions of all Licences affecting the Development Property and the Development Project; and
- (b) ensure that at no time is the Builder granted the right to exclusive access or possession of the Development Property or any adjoining property; and
- (c) ensure that at no time is the Builder granted any Security Interest over the Development Property (including any caveatable interest); and
- (d) ensure that the Builder is provided, and acknowledges that it has, satisfactory access to the Development Property to construct the Development Project; and
- (e) get our written consent before you appoint a replacement of any builder, supplier, consultant or subcontractor we have previously approved for the Development Project; and
- (f) immediately notify us of anything that is likely to:
 - (i) affect the Project Documents; or
 - (ii) materially vary the financial projections and budgets relating to the development project; or

- (iii) delay the commencement or Completion of the Development Project; and

- (g) get our written consent before you materially alter, vary or change the Development Project or approved plans and specifications for the Development Project; and
- (h) provide us with a bank guarantee or other document securing delivery of offsite goods to the development project at the time of payment for them in a form and substance acceptable to us; and
- (i) provide us with reasonable notice of any project control meeting scheduled in respect of the Development Project, any or all of which we (or our Advisers) acting under our instructions may attend; and
- (j) if we ask, provide us with an up-to-date schedule of sales or pre-lease commitment contracts (or both), which must be acceptable to us in all respects (acting reasonably).

These undertakings are in addition to those set out in *Part E – Additional obligations that apply to you*.

7.7 Assignment of interests

You assign to us all of your interests in all plans, specifications and Licences in relation to the Development Project as security for the payment and performance of your obligations under the Finance Documents.

7.8 Additional Defaults

In addition to the Defaults set out in *Part C – Default, other reasons a facility can end and review*, a Default will also occur if:

- (a) the Builder:
 - (i) is or becomes Insolvent; or
 - (ii) suspends work on, or stops acting as builder of the Development Project (or threatens to do so) for any reason without our consent; or

- (b) in our reasonable opinion there is an excessive delay in the timetable approved by us for the Development Project; or
- (c) in our reasonable opinion Completion will not be achieved by the completion date in the timetable approved by us for the Development Project, or such other date as we or our consultants approve; or
- (d) in our reasonable opinion the costs to allow Completion of the Development Project within the timetable approved by us materially exceed the cost estimate for the Development Project approved by us.

7.9 We are not responsible

We are not responsible for the Completion of the Development Project or the supervision or quality of the Development Project, suitability for purposes or conformance with any Project Document.

8 Specific terms for facilities that can be used in a foreign currency

Important! This clause applies to a facility that we allow you to use in foreign currency.

There are exchange risks in borrowing in a foreign currency. No one can accurately predict whether exchange rates will rise or fall. You must make your own decision about whether to use a facility in a foreign currency.

8.1 Foreign currency drawings

A facility can only be drawn in a foreign currency if your Letter of Offer allows it.

8.2 Understanding your facility limit

While we may allow you to draw a facility in a foreign currency, the Facility Limit of the facility will be expressed in Australian dollars.

8.3 Determining amounts

Due to fluctuating currency exchange rates, it may not be obvious how much of the facility has been used and how much of the facility is available. We determine these amounts from

time to time by reference to prevailing exchange rates.

8.4 Changes in exchange rates might cause you to exceed your Facility Limit

If we allow you to draw your facility in a foreign currency, and due to changes in foreign currency exchange rates, the aggregate Australian dollar equivalent of the Outstanding Balance exceeds the Facility Limit, then you must when we ask:

- (a) pay us the amount (in the currency in which it was drawn) needed to reduce the Outstanding Balance to the Facility Limit;
- (b) provide us with cash cover acceptable to us (acting reasonably) for an amount (in the currency in which it was drawn) needed to reduce the Outstanding Balance to the Facility Limit; and / or
- (c) provide us with additional security which is acceptable to us.

Part B – Your payment obligations

This Part B explains your payment obligations under the facilities we provide you.

9 Repaying a facility

9.1 Explaining your repayment types

You must make the payments for a facility at the times and in the amounts set out in your Letter of Offer.

During the term of a facility, one or more repayment types may apply. For example, interest only may be payable for an agreed period, then principal and interest repayments may apply.

Our usual repayment types are explained in the table below, including what amounts you must pay and when you must pay them.

9.2 If you exceed your Facility Limit

If the Outstanding Balance exceeds the Facility Limit at any time, you must immediately pay us the amount needed to reduce the Outstanding Balance to the Facility Limit.

9.3 Repaying a facility early

You can prepay any part of the Outstanding Balance at any time.

If a fixed rate applies to a facility and you prepay before the end of the fixed rate period, you may have to pay break costs.

Important! Break costs can be substantial. See clause 13 for more details about break costs.

9.4 Repaying an 'at call' facility

If a facility is an 'at call' facility, you must pay us the Total Amount Owing when we ask.

9.5 What you must pay at the end of the facility term

If a facility has a facility term, you must pay us the Total Amount Owing for the facility on the last day of the facility term.

Repayment type	What you must pay:	When you must pay that amount:
Principal and interest	<p>You must pay us the repayment amount set out in your Letter of Offer.</p> <p>The repayment amount in your Letter of Offer is calculated so the Outstanding Balance for the facility is zero (or another amount we have agreed with you) on the last day of the facility term.</p> <p>We may recalculate your repayment amount (for example, this might occur if interest rates change, you ask us to vary a facility or after a review). We will notify you if we do this. However, we do not recalculate the repayment amount if you prepay amounts or do not pay an amount on time. This means there may be a shortfall.</p>	<p>If your repayment period is:</p> <ul style="list-style-type: none">• Monthly – the same date of each month as the date of first drawdown; or• Quarterly – 3 months after the date of first drawdown and every 3 months after that; or• Half-yearly – 6 months after the date of first drawdown and every 6 months after that.
Interest only	<p>You do not need to make any repayments of principal during the interest only period. Instead, you must pay us the accrued interest charges for the payment period.</p>	

Repayment type	What you must pay:	When you must pay that amount:
Interest capitalises	<p>You do not need to make any principal or interest payments during the interest capitalisation period.</p> <p>Instead, we add the accrued interest to the Outstanding Balance and interest accrues on that amount. This means you pay interest on interest.</p> <p>If your Letter of Offer states that interest capitalises to a maximum amount or to a specific date, we stop capitalising interest at the earlier of when that amount or date is reached and your repayment type will convert to principal and interest or interest only as set out in your Letter of Offer.</p> <p>We can stop capitalising amounts if doing so would cause the Outstanding Balance to exceed the Facility Limit or there is a Default.</p>	<p>We add accrued interest to the Outstanding Balance at the following times. If your repayment period is:</p> <ul style="list-style-type: none"> • monthly – the same date of each month as the date of first drawdown; or • quarterly – 3 months after the date of first drawdown and every 3 months after that; or • half-yearly – 6 months after the date of first drawdown and every 6 months after that.
Interest only in advance	<p>You do not need to make any repayments of principal during the interest only in advance period. Instead, you must pay the interest charges we calculate for the interest in advance period.</p> <p>The interest only in advance period is 12 months (unless we agree with you otherwise).</p> <p>We only offer interest in advance during a fixed rate period.</p>	<p>You must pay the interest charges we calculate for the interest only in advance period on:</p> <ul style="list-style-type: none"> • the first day you use the facility; and • on the first day of any other period we have agreed interest only in advance is payable.

9.6 Other important information about payments

The following applies to all facilities:

- (a) Your Letter of Offer may include an indicative repayment amount for a facility. If it does, we will confirm your repayment amount when you first use the facility. We are not bound by any indicative repayment amounts we notify you.
- (b) The repayment arrangements set out in your Letter of Offer may include additional principal repayments that you are required to make over the facility

term (for example, a one-off principal payment or scheduled principal payments). You must make these additional payments in accordance with your Letter of Offer.

- (c) Your repayment arrangements may not reduce the Outstanding Balance to zero (or an agreed amount) by the last day of the facility term. For example, this might happen if there is a change in interest rates or if you do not pay amounts on time. If there is a shortfall, you must pay that amount on the last day of the facility term.

10 Interest

10.1 Your interest rate

The interest rate for a facility is set out in your Letter of Offer. It may be made up of a base or reference rate and one or more margins.

The interest rate may be a variable rate which can change at any time, or a rate which is fixed for an agreed period.

Current base and reference rates that apply to our business finance facilities are set out in the Schedule of Interest Rates.

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

We are not bound by any indicative rate in your Letter of Offer. If a quoted or indicative rate changes, we will let you know what the rate will be.

10.2 Interest charges and how we calculate them

You must pay interest on the Outstanding Balance of a facility at the daily rate that applies to it. Interest accrues daily on the Outstanding Balance at the end of the day.

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

You must pay interest periodically. If your Letter of Offer specifies a payment period, interest is payable in arrears at the time specified in clause 9 (unless we agree otherwise – for example, if you pay interest only in advance).

If no payment date is specified, interest is payable in arrears on the last day of the month.

10.3 Variable rates

We can change a variable rate at any time.

See *Part D – Changes we can make to your Facility Agreement* for details on how we can change interest rates.

10.4 Fixed rates

A fixed rate may apply to a facility at the start of the facility term, or you can ask us to fix the

interest rate for a facility at a later time by asking us to switch the interest rate that applies to the facility.

Any fixed rate set out in your Letter of Offer is indicative (unless we state otherwise). We will confirm the fixed rate that applies to a facility when the facility is first used, or at the start of each new fixed rate period.

Where a fixed rate includes a base rate, we will calculate it using the base rate as determined on the first day of the fixed rate. This means the fixed rate that applies to each fixed rate period may be different.

Important! If you have a Rate Lock Agreement with us, there may be circumstances where a specific term of that agreement is inconsistent with your Facility Agreement. If that is the case, the specific term of the Rate Lock Agreement is the one that applies to the extent of the inconsistency.

How to fix your interest rate

You can ask us to fix the interest rate for a facility for a period we offer. These periods are called 'fixed rate periods'. We will not agree to any fixed rate period which ends after the facility term.

Your request must:

- (a) be in writing; and
- (b) apply to the whole of the Outstanding Balance for the facility; and
- (c) specify the fixed rate period you want to apply; and
- (d) be given to us at least 3 Business Days before the fixed rate period is to start.

What happens at the end of the fixed rate period

If you have not asked us to fix the interest rate again at the end of a fixed rate period, we will apply the applicable variable rate for the facility – see your Letter of Offer.

10.5 Switching rates

We may offer both fixed and variable interest rates for a facility. If we do, you can ask us to switch the interest rate applying to the facility.

For example, you can switch from a variable rate to a fixed rate (or vice versa).

If you ask us to change from a fixed rate to a variable rate or to a different fixed rate, fees and charges may apply (such as a variation or administration fee). You may have to pay break costs.

Important! Break costs can be substantial. See clause 13 for more details about break costs.

11 We can charge interest at a higher rate if there is an overdue amount or a Default

We may charge you interest at the Overdue Rate on any amount overdue for payment, from the time that amount is overdue for payment until it is paid, or if there is a Default.

These interest charges accrue daily. We calculate interest by dividing the Overdue Rate by 365 days (and we may divide the rate by 366 days in a leap year).

You must pay interest owing under this clause monthly or at any other frequency we decide.

Important! If you are a Farmer and a 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.

12 Fees and charges

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

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

Some fees and charges may be calculated on a percentage per annum basis. These fees or charges accrue daily and they are calculated

on the basis of a 365 day year (and we may divide them by 366 days in a leap year).

We may introduce new fees and charges at any time and make changes to existing fees and charges.

See *Part D – Changes we can make to your Facility Agreement* for details on how we can make changes to fees and charges.

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

13 Break costs

Important! You may have to pay break costs if a Break Costs Event occurs (for example, if you make a prepayment, a facility ends early or a change is made to a facility during a fixed rate period).

Talk to us first. **Break costs can be substantial.** We can give you an estimate to help you decide what to do.

If you have a fixed rate and a Break Costs Event occurs, you may have to pay us break costs. Break costs are in addition to other fees we may charge you (such as a variation or administration fee).

When does a Break Costs Event occur?

A Break Costs Event occurs if during a fixed rate period for a facility you do any of the following:

- (a) you repay all or part of a facility; or
- (b) you change the length of the fixed rate period or the interest rate or the payment associated with it; or
- (c) you are required to repay early all or part of the Total Amount Owing for a facility (for example, because a Default occurs).

What are break costs?

Break costs represent our actual or estimated loss if you make a prepayment, a facility ends early or a change is made to a facility during a fixed rate period.

When you fix your interest rate you limit your exposure to movements in market rates. This effectively transfers that exposure to us and we manage the associated risk in a number of ways (such as through transactions using wholesale market rates).

Movement in those market rates may result in us incurring a loss if a Break Costs Event occurs during a fixed rate period. The estimate of our loss is the break costs which we ask you to pay.

How do we work out break costs?

The formula for calculating break costs is complex and is available upon request. However, set out below is a simplified explanation of what we do.

To work out what break costs you must pay, we take into account the following:

- (a) the difference between the wholesale swap rate that applied at the start of the fixed rate period and the wholesale swap rate (reasonably determined by us) that applies at the time of the break costs event ("**Rate Differential**"); and
- (b) the period of time left to run on the fixed rate period ("**Period Left to Run**").

We then multiply the principal amount (to which the fixed rate applies) by the Rate Differential and the Period Left to Run and bring this amount to a present value. Where this amount is positive, it signifies that we have incurred a loss (which is the break cost) and you must pay us this amount if we ask. If the amount is zero or less, it signifies that we have not incurred a loss and no break costs are payable.

14 You must pay our Costs and indemnify us for certain amounts

14.1 What 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 and enquiries, registration costs and our Advisers fees);

- (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).

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

We can also debit your Nominated Account for any Costs we reasonably incur. We do not need to notify you first.

14.2 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 is caused by our fraud, negligence or wilful misconduct.

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

We can also debit your Nominated Account for any of these amounts. We do not need to notify you first.

15 When and how you must pay us

15.1 When you must pay

If your Facility Agreement specifies a due date for a payment, you must pay us the amount you owe us on the due date. Otherwise, you must pay all amounts you owe us when we ask or when we debit the amount to your Nominated Account.

Important! Payments to your facility account or your Nominated Account made 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.

15.2 How you must pay us amounts

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.

15.3 When an amount is due if you have a payment arrangement with us

If we have entered into a payment arrangement with you (for example, a direct debit), and 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, 29th, 30th or 31st),

the payment may be deducted from your account before or after the due date in accordance with the terms that apply to that payment arrangement.

16 If you pay us in a different currency

If we receive an amount in a currency other than which 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.

If a judgement, order or proof of debt in connection with any amount you owe us is expressed in a currency other than that in which the amount is due, then you indemnify us and you must pay us for:

- (a) any difference arising from converting the other currency if the exchange rate we use for converting currency when we receive a payment in the other currency is less favourable to us than the exchange rate used for the purpose of the judgement order or acceptance of proof of debt; and
- (b) the Costs of conversion.

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

17 How we apply payments

We may use any payment we receive in respect of a facility to reduce the Outstanding Balance for the facility or to repay any other amounts you owe us in connection with that facility in any order we choose.

We may assign any date we consider appropriate to a debit or a credit to an account
However:

- (a) in the case of the debit, the date must not be earlier than the day on which the relevant transaction occurs; or
- (b) in the case of a credit, we will credit payments to an account as soon as practicable after we receive them. This may not be on the date of payment.

If you pay us an amount in excess of the Outstanding Balance for a facility, we may place it in a non-interest bearing suspense account and apply it against the Outstanding Balance of any other facility under your Facility Agreement as it becomes payable. We will return any excess funds to you if we are satisfied that there is, and will be, no further amounts owing under your Facility Agreement.

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 Outstanding Balance:

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

If we determine, acting reasonably, that a payment in respect of a 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 the person to whom we reasonably believe is legally entitled to the funds and make any corresponding adjustments to the Outstanding Balance. If we do this, your and our rights and obligations under the Facility Agreement will be the same as if the payment was never made.

18 When we issue statements

If we issue statements for a facility, we issue them every 6 months or more frequently as agreed.

19 If there is a market event that affects interest rates

The interest rate for a facility may include an external reference rate. If it does, a financial market disruption or other event may affect the external reference rate. For example, the external reference rate may not be available or cease to exist.

If any of these things occur, the base rate for the relevant period will be the rate determined by us acting in good faith and using commercially reasonable procedures. When working out the replacement rate, we will generally have regard to rates which have a term of one month. If for any reason the rate is less than zero, the rate will be zero.

Part C – Default, other reasons a facility can end and review

This Part C explains when a Default occurs under your Facility Agreement and what actions we can take. It also sets out other reasons your arrangements with us can end and when we can review a facility and what happens after a review.

If you are experiencing financial difficulty or need help, it is important that you contact us as soon as possible. Our contact details are set out at the beginning of this document. We can discuss how we may be able to help.

20 When will a Default occur?

20.1 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 20.1; 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 a facility; 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 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) **insurance:** you or a Guarantor do not maintain the insurance we require under the facility agreement; or
- (m) **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
- (n) **change in status:** the status, composition or capacity of you or a Guarantor changes 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
- (o) **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 *Part A – Using a facility* or in your Letter of Offer).

20.2 Additional Defaults if you are not a Small Business

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

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.

21 Rectifying Defaults if you are a Small Business

This clause 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 Total Amount Owed 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 or their 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 20.1(e) to 20.1(h)).

22 What can we do if there is a Default?

Subject to clause 21, if there is a Default, we can do any one or more of the following:

- (a) stop you using a facility; or
- (b) immediately terminate a facility; or
- (c) change any term or condition of your Facility Agreement; or
- (d) require you to pay us all or part of the Total Amount Owning; or
- (e) take Enforcement Proceedings or other legal action; or
- (f) enforce any Security Interest.

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.

23 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 a facility.

If we consider it necessary, we can delay, suspend, stop, block, end or refuse to provide a 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.

24 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 or part of the Total Amount Owning.

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).

25 A co-borrower may be able to end their liability

This clause applies if you are a Small Business that is not a trustee of a trust, a director or co-borrower with a company or as a partner in a partnership or joint-venture arrangement.

If you are a Small Business and a co-borrower under a facility, you can end your liability under that facility by giving us a written request to do so in the following circumstances:

- (a) where finance has not been provided or relied upon by any co-borrower; or
- (b) for any future advances under the facility, where we can terminate any obligation we have to extend further finance to any other co-borrower under the same facility.

26 Reviewing your Facility Agreement

26.1 When we can review your Facility Agreement

We can review the terms of a facility at the following times:

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

26.2 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.

26.3 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;
- (d) if there is a Default, take action under this *Part C – Default, other reasons a facility can end and review*; or
- (e) notify you that we will only continue with your Facility Agreement if certain changes are made to it (for example, requiring an additional Security Agreement, changing your payment arrangements or requiring you to pay some of the Outstanding Balance).

26.4 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 agree.

If you do not accept the changes, we may terminate your Facility Agreement and require you to pay us the Total Amount Owing.

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 Total Amount Owing.

Part D – Changes we can make to your Facility Agreement

We may make changes to your Facility Agreement, a facility or a service we provide to you. This Part D 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.

27 How we can make changes to your Facility Agreement

27.1 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 any change we make, you can end your obligations under your Facility Agreement by paying us the Total Amount Owing.

27.2 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, 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>Interest – external reference rates</p> <p>A change to an interest rate which includes an external reference rate.</p> <p>Note: An example of an external reference rate is BBSY. Variable external references rates are not set by us and can change regularly.</p>	<p>We do not have to give you prior notice of this change because the rate is not set by us.</p>
<p>Interest – base rates and other rates set by us</p> <p>A change to a variable interest rate or a variable base rate which forms part of your interest rate.</p> <p>A change to a fixed interest rate or base rate which forms part of your interest rate.</p> <p>Note: We will not change a fixed rate during a fixed rate period.</p>	<p>No later than the day the change takes effect.</p>
<p>Interest – other changes</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>At least 30 days' notice.</p>

Type of change	Notice
A change to the method, frequency of calculation, or crediting or debiting of interest (or fees in the nature of interest).	
<p>Payments</p> <p>A change to:</p> <ul style="list-style-type: none"> • the amount of your repayments; or • the timing, frequency or method of calculation of payments. 	At least 30 days' notice.
<p>Fees and charges</p> <p>A change to</p> <ul style="list-style-type: none"> • the amount of our existing fees and charges; or • the timing of charging, debiting or crediting fees and charges. <p>Introducing a new fee or charge.</p>	At least 30 days' notice.
<p>Government charges</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.
<p>Changes in law</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>Other changes</p> <p>A change if:</p> <ul style="list-style-type: none"> • we reasonably consider you and the Guarantor will benefit from it; or • it is made to simplify your Facility Agreement; or • it is administrative or minor or corrects an error, inconsistency or omission; or • it reflects a change to, or is made for consistency with, our business or technological systems; or • we modify, add, remove or substitute a product feature or services; or • it is made for security reasons; or • it is otherwise reasonably made; or • it is reasonably necessary to meet best industry practice or to protect our legitimate interests. 	<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>

Part E – Additional obligations that apply to you

This Part E sets out the general representations, warranties and undertakings you give us about yourself, your business and your financial affairs.

28 Your representations and warranties

28.1 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 performing obligations under them and that all necessary authorisations to do so have been obtained; and
- (d) your obligations under each Finance Document (to which you are a party) are binding and enforceable against you; 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) there is no Default; 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.

28.2 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 (with anyone else who signs the Finance Document as 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.

28.3 When you give these representations and warranties

You give us the representations and warranties in this clause 28 (and any set out in your Letter of Offer):

- (a) when you sign your Letter of Offer; and
- (b) each time you use a facility; and
- (c) 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.

29 Information you are required to give us

29.1 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.

30 Your insurance obligations

If you have provided us with a Security Agreement over any of your property, you must maintain property insurance in connection with the Secured Property (with our interest noted on the policy as secured party and loss payee) and provide us with a certification of currency when we ask.

In addition, you must maintain any other insurance we reasonably require in connection

with your business, and the ownership, occupation or use of any Secured Property including the insurance as stated in your Letter of Offer.

Important! A failure to maintain any insurance we require may lead to a Default.

31 Your general undertakings

31.1 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.

31.2 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).

31.3 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.

31.4 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 all funds raised 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 that 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.

31.5 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.

Part F – Other general terms

This Part F sets out other general terms which apply to all facilities.

32 Communicating with each other

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

32.1 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.

32.2 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);
- (b) **if sent by fax** – at the time shown in the transmission report as the time the whole fax was sent;

- (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.

32.3 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.

33 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 any Finance Document.

You consent to these disclosures.

34 Further steps and other things we can do

34.1 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.

34.2 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.

34.3 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.

35 Your Authorised Persons

We may allow you to appoint one or more Authorised Persons to act in connection with a facility or 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 a facility or your Facility Agreement.

36 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.

37 Indemnities and reimbursement obligations continue

Your obligations to indemnify, compensate or reimburse us:

- (a) are separate to your other obligations under a Finance Document; and
- (b) continue even if a Finance Document 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.

38 You must perform your obligations promptly

If you are required to do something under a Finance Document, 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).

39 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.

40 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.

41 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.

42 Set off and combination of accounts

42.1 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.

42.2 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.

43 Confirmation of Payee Service

43.1 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.

43.2 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.

43.3 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.

44 Counterparts and signing documents

44.1 Counterparts and electronic signing

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

44.2 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 executed binds that party in each of its capacities.

44.3 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.

45 Governing law

45.1 Applicable law

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

45.2 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 G – What certain words mean

This Part G sets out the meaning of certain words used in your Facility Agreement.

46 Meaning of words

Definition	Meaning
Advisers	Includes lawyers, financial advisers, valuers, real estate agents and other consultants.
Authorised Person	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.
Banking Code of Practice	The Australian Banking Association's banking code of practice adopted by us, and as updated, from time to time.
Bank Bill Swap Bid Rate or BBSY	<p>For a period:</p> <p>(a) the bid rate for the Australian Bank Bill Swap Reference Rate (Floating Rates 30 – 180 days BBSW) administered by ASX Benchmarks Pty Limited (or any entity which takes over the administration of that rate) for the relevant period, as displayed on the BBSY page of the Thomson Reuters Screen website at 11:00 am AEST (or any replacement page which displays that rate) for that date. If such page or service ceases to be available, we may specify another page or service displaying the relevant rate; or</p> <p>(b) if the rate described in paragraph (a) above is not available, or if it is displayed but there is an obvious error in the rate, then the rate will be determined by us in good faith on that date, having regard, to the extent possible, to the rates which have a term of one month; and</p> <p>(c) if, in any case, that rate is less than zero, the rate shall be deemed to be zero.</p> <p>Rates will be expressed as a yield percent per annum to maturity, and if necessary will be rounded up to the nearest three decimal place.</p>
BBSY Base Rate	The Bank Bill Swap Bid Rate (BBSY).
Break Costs Event	See <i>When does a Break Costs Event occur?</i> in clause 13.
Builder	The builder we approve to construct the Development Project.
Business Day	A day we are open in Victoria. It does not include a Saturday, Sunday or public holiday in Victoria.
Completion or Complete	The date of issue of certificates of practical completion by a consultant we appoint or approve for the Development Project.
Confirmation of Payee Service	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.

Definition	Meaning
Controller	Has the meaning given to that term in the Corporations Act.
Corporations Act	<i>Corporations Act 2001</i> (Cth).
Costs	Includes costs, charges and expenses, including those incurred in connection with Advisers and any legal costs.
Default	An event or circumstance listed in clause 20. If you are not Small Business, a Default also includes the events or circumstances listed in clause 20.2.
Development Project	Any building, construction or development project described in your Letter of Offer, or on any Secured Property which we approve.
Development Property	The property described in your Letter of Offer on which the Development Project is occurring.
Enforcement Proceeding	A person: <ul style="list-style-type: none"> (a) starting proceedings in court to recover a debt or to recover possession of property subject to a Security Interest; or (b) otherwise enforcing a Security Interest by taking possession of property (or taking steps to do so) or exercising a power of sale, appointing a Controller or voluntary administrator; or (c) applying to a court to appoint a provisional liquidator or a trustee in bankruptcy; or (d) enforcing their judgement against another person (including you or a guarantor) or their assets.
Facility Agreement	The agreement you and we enter into when you accept your Letter of Offer. If your Letter of Offer includes one or more business credit card facilities, you enter into a separate facility agreement with us in relation to those facilities. The facility details for those business credit card facilities set out in Schedule A of the Letter of Offer do not form part of this Facility Agreement.
Facility Limit	For a facility, the limit described in your Letter of Offer (as may be reduced during the term of a facility).
Farmer	Has the meaning given to that term in the Banking Code of Practice.
Farming Operation	Has the meaning given to that term in the Banking Code of Practice.
Finance Document	Each of the following: <ul style="list-style-type: none"> (a) your Facility Agreement; and (b) if your Letter of Offer includes one or more business credit card facilities, the facility agreement between you and use in relation to those facilities; and (c) each Security Agreement; and (d) any other document you and we agree is a Finance Document.

Definition	Meaning
Financial Statements	<p>Each of the following:</p> <ul style="list-style-type: none"> (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 (b) if you are an individual, an annual asset and liability statement, an income and expenses statement and your annual tax returns; and (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 (d) any other financial information we reasonably ask for about your or a Guarantor's business.
Government Agency	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.
Guarantor	Each person who guarantees payment or performance of your obligations under your Facility Agreement (including of any part of the Total Amount Owing).
Increases our Credit Risk	<p>Something Increases our Credit Risk if there is a material increase in the risk that:</p> <ul style="list-style-type: none"> (a) you or a Guarantor might not comply with your or their financial obligations to us under the Finance Documents; or (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 (c) we are unable to assess either of the things described in paragraphs (a) and (b) above.
Independent Expert's Certificate	<p>A certificate addressed to us prepared by an independent expert (for example, a quality surveyor or valuer) acceptable to us, certifying:</p> <ul style="list-style-type: none"> (a) the amount of the proposed drawing; and (b) that the Development Project carried out to the date of the request is within the boundaries of the Development Property; and (c) the total value and percentage of the Development Project completed to the date of the request; and (d) if the Builder is the owner of the Development Project, that no builder's profit is included in the total cost of the Development Project; and (e) that all claims for payment by any Builder or subcontractor engaged for the purpose of the Development Project have been paid to the date of the request; and (f) that there have been no significant variations to the Project Documents other than those we have approved; and (g) that the unused portion of the Facility Limit is sufficient to allow Completion on time (including contingencies, council contributions and professional fees); and

Definition	Meaning
	<ul style="list-style-type: none"> (h) that Completion will occur within the timetable set out in the building contract and the timetable for the Development Project approved by us; and (i) that work completed to date for the Development Project has been done in a proper and workmanlike manner and in accordance with the plans and specifications and requirements of all Government Agencies; and (j) everything else we reasonably require.
Insolvent	<p>A person is Insolvent if:</p> <ul style="list-style-type: none"> (a) they are unable, or state they are unable, to pay their debts when they fall due; or (b) they are insolvent within the meaning of section 95A of the Corporations Act; or (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 (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 (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 (f) steps are taken for their winding up or dissolution; or (g) they are taken to have failed to comply with any statutory demand; or (h) something having a substantially similar effect to any of the things described in paragraphs (a) to (g) above happens to that person.
Letter of Offer	The letter of offer we issue to you which incorporates this document.
Licence	<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>
Market Base Rate	<p>The base rate we use for your Market Rate Loan is linked to the Bank Bill Swap Bid Rate (BBSY) and there will also be a margin included in the market base rate to account for our funding costs.</p> <p>We do not publish the market base rate on our website or in our Schedule of Interest Rates. Information on these rates is available on request and we will confirm the base rate component of your interest rate at each reset period or fixed rate period (as applicable).</p>

Definition	Meaning
Nominated Account	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.
Outstanding Balance	For a facility and at any time: <ul style="list-style-type: none"> (a) the total of all amounts we debit to the facility (these may include drawings, advances, the face value of Third Party Instruments we issue, interest, amounts owing under indemnities, and adjustments); less (b) the total of all amounts we credit to the facility (such as payments we receive in connection with the facility and any adjustments).
Overdue Rate	If the amount relates to an overdraft facility, the current interest rate for the facility plus our current Overlimit Rate set out in the Schedule of Interest Rates. Otherwise, if amount relates to any other facility, the current interest rate for the facility plus our current Default Reference Rate set out in the Schedule of Interest Rates.
Project Document	Each document relating to the Development Project including any building contract, building permit, planning and building approvals, plans and specifications, design documentation, subcontract, letting program, trade packages, supplies programs, construction program, marketing program, sales agreement, management agreement and consulting agreement.
Related Entity or Related Entities	Has the meaning given to that term in the Corporations Act.
Schedule of Fees	The Business Fees and Charges schedule available on our website at bendigobank.com.au . The Schedule of Fees forms part of your Facility Agreement.
Schedule of Interest Rates	The Schedule of Interest Rates for Business Accounts available on our website at bendigobank.com.au . The Schedule of Interest Rates forms part of your Facility Agreement.
Secured Property	Any property which is subject to a Security Agreement.
Security Agreement	Each of the following: <ul style="list-style-type: none"> (a) each document given to us which states that it creates a Security Interest in our favour as security for your Facility Agreement; and (b) each guarantee given to us in connection with your Facility Agreement; and (c) each other document given to us to support any of the above; and (d) any other document we agree is a security agreement for your Facility Agreement (including any security listed in your Letter of Offer).
Security Interest	Each of the following: <ul style="list-style-type: none"> (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

Definition	Meaning
	<p>retention of title other than in the ordinary course of day-to-day trading and a deposit of money by way of security); and</p> <p>(b) any rights or interest in land held by a person other than the owner (for example, a right to remove something from that land, an easement, public right of way, restrictive or positive covenant, lease or licence to use or occupy); and</p> <p>(c) any agreement to create any of the things listed in paragraphs (a) and (b) above or to allow them to exist.</p>
Small Business	<p>You are a Small Business if:</p> <p>(a) you are a 'small business' under the Banking Code of Practice; or</p> <p>(b) your Facility Agreement is a 'small business contract' for the purposes of the <i>Australian Securities and Investments Commission Act 2001</i> (Cth).</p>
Third Party Instrument	Includes a bank guarantee, letter of credit, indemnity or other obligation to a third party assumed by us at your express or implied request.
Total Amount Owing	<p>For a facility, the total of all amounts that at any time are payable, are owing but not payable (including fees, charges and interest and other amounts accrued but not yet debited to the facility) or are contingently owing by you in connection with the facility to us (including the face value of Third Party Instruments we have issued and transactions in connection with the facility).</p> <p>It includes the Outstanding Balance for a facility.</p>
we and us	Bendigo and Adelaide Bank Limited ABN 11 068 049 178. We and us includes our successors and assigns.
you	<p>Each person to whom we offer a facility under a Letter of Offer.</p> <p>If there is more than one person, you means each of them separately and every two or more of them jointly.</p>

47 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) a reference to a 'facility' means a facility listed in your Letter of Offer; and
- (q) a reference to a 'guarantee' includes an indemnity; and
- (r) 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; and
- (s) a reference to a 'drawing' is a reference to any finance provided under a facility. Depending on the type of facility, this can be done in different ways.

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
- 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 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
- Web: 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
- Web: oaic.gov.au

Talk to us today

In person	At your nearest Bendigo Bank branch
On the phone	Call 1300 236 344
Online	At bendigobank.com.au
By mail	The Bendigo Centre PO Box 480 Bendigo VIC 3552
