

# ANZ Community Select

TERMS AND CONDITIONS | 12.09





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## Terms and Conditions

ANZ agrees to give you the ANZ Community Select package on the terms and conditions set out below.

### 1.1 Defined Terms

'ANZ' means Australia and New Zealand Banking Group Limited ABN 11 005 357 522, its related companies (including subsidiaries), its agents and contractors.

'ANZ Community Select' means the package under which ANZ offers the ANZ Community Select Benefits in accordance with these terms and conditions.

'ANZ Community Select Benefit' means any package benefit described in clause 15.1.

'ANZ Community Select Product or Service' means any product or service that is a Mandatory Account or an Optional Product and Service within the meaning of these terms and conditions.

'Customer' means the person(s) comprising the customer named in the ANZ Community Select application form and who has been accepted as a customer in accordance with clause 14 and includes the executors, administrators, successors and permitted transferees of such a person.

'Mandatory Account' means an ANZ Business Classic Account which must be held by the Customer.

'Optional Product and Service' means any of the following products or services which have been nominated as Optional Products and Services in accordance with clause 4.1 or 4.2 of these terms and conditions:

- ANZ Merchant Services;
- ANZ Business One Visa;
- ANZ Internet Banking for Business;
- ANZ GST Payment Account; and /or
- ANZ Business Online Saver.

'You' means the Customer.

## 1.2 Other Interpretation Provisions

- (a) A reference to an individual or person includes a reference to a company and vice versa.
- (b) The singular includes the plural and vice versa.
- (c) A reference to an agreement, a document or a law is a reference to the agreement, document or law (and, if applicable, any of its provisions) as amended, novated, supplemented or replaced for the time being.
- (d) A schedule to a document is a part of the document.
- (e) Section, clause and other headings and notes are not part of this agreement; they are for convenience only.
- (f) Where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning.

## 1.3 Customer More Than One Person

If the Customer is made up of more than one (1) person:

- (a) the liability of those persons under this agreement is joint and several; and
- (b) a reference to 'You' or 'Customer' includes a reference to each of those persons individually and to any two (2) or more of them together.

## 2 Eligibility for ANZ Community Select Benefits

You must hold:

- the Mandatory Account; and
- one (1) or more of the Optional Products and Services.

To qualify for ANZ Community Select, you will need to satisfy ANZ that you are a non-profit organisation by providing ANZ with one of the following documents at the account opening stage:

- A certified copy of one of the following Australian Taxation Office ("ATO") Notices:
  - > Notice of endorsement for charity tax concession

- > Notice of endorsement for income tax exempt funds
- > Notice of endorsement as a deductible gift recipient
- Your current constitution/constituent documents/charter (stating non-profit status)
- Your certificate of registration/incorporation for community organisations

in addition to any other documents or evidence required by ANZ.

You must notify ANZ immediately if:

- you cease to be a non-profit organisation, or
- your ATO Notice of endorsement for charity tax concession, Notice of endorsement for income tax exempt funds or Notice of endorsement as a deductible gift recipient is withdrawn by the ATO.

ANZ Community Select Benefits are not available in conjunction with any other special offer or package.

Subject to the provisions below, ANZ Community Select, the Mandatory Account and all of the Optional Products and Services are required to be used for purposes consistent with your constitution, constituent documents or charter. ANZ Community Select is not available (in whole or in part) for personal, domestic or household use.

In addition, ANZ is not obliged to provide you with any ANZ Community Select Benefits unless:

- you have established to ANZ's satisfaction that you are a non-profit organisation with turnover of less than or equal to \$5 million dollars (or such other amount agreed by ANZ);
- you have accepted these terms and conditions in accordance with clause 14;
- you are a Customer in accordance with clause 14;
- you are a signatory (or you have appointed signatories on your behalf, either jointly or alone) of the Mandatory Account and the Optional Products and Services chosen by you pursuant to ANZ's usual requirements;
- you pay all the applicable fees and charges (including government fees and charges) due and payable on the Mandatory Account and the Optional Products and Services selected by you;

- you are not in default under any facility contract or credit card contract with ANZ and are not in breach of any merchant or other agreement with ANZ; and
- you have met to ANZ's satisfaction any specific requirements set out in these terms and conditions and any other eligibility requirements for each relevant ANZ Community Select Benefit (including, but not limited to, satisfying the application and approval requirements for each relevant ANZ Community Select Product or Service).

ANZ Community Select Benefits will apply from the date on which you become a Customer in accordance with clause 14.

### **3 Mandatory Account**

If you have signed the ANZ Community Select application form, you must specify the Mandatory Account.

Your ANZ Manager will notify you in writing that ANZ has accepted your ANZ Community Select application.

#### **4.1 Nominating Optional Products and Services**

If you have signed the ANZ Community Select application form, you must nominate one (1) or more of the Optional Products and Services. At the time you accept these terms and conditions, the Optional Products and Services will be those you have nominated in your ANZ Community Select application form.

ANZ will notify you in writing whether or not you are eligible for the Optional Products and Services in accordance with clause 2.

#### **4.2 Adding or Substituting Optional Products and Services**

After you accept these terms and conditions, you may nominate other eligible Optional Products and Services to receive the ANZ Community Select Benefits in addition to or substitution for your existing eligible Optional Products and Services, provided that following the addition or substitution, you will continue to hold the Mandatory Account and one (1) or more of the Optional Products and Services associated with the package in accordance with clause 2.

You may make this nomination by completing an ANZ Community Select application form including details of the Optional Products and Services (including account numbers, where applicable) to be added or substituted and sending the form to your ANZ Manager. Where more than one person comprises the Customer, each of you must nominate the additional or substitute Optional Products and Services.

All nominations for additional or substitute Optional Products and Services must meet the eligibility requirements for that Optional Product or Service, regardless of whether you have previously nominated or held those Optional Products and Services. ANZ will notify you in writing whether or not you are eligible for the additional Optional Products and Services in accordance with clause 2.

## **5 Government Taxes and Charges**

If any government taxes, duties, or charges such as stamp duty become payable (whether by you or by ANZ) on or in connection with these terms and conditions, you authorise ANZ to debit any such amount when due:

- to the Mandatory Account; or
- to any other ANZ account held by you where there are insufficient funds in the Mandatory Account to pay the amount when due or the Mandatory Account is no longer held by you; and
- if you hold no ANZ account with sufficient funds to pay the taxes, duties or charges when due, you acknowledge that the tax, duty or charge becomes a debt due to ANZ and payable on demand.

## **6 Cancellation of ANZ Community Select or Ineligibility for ANZ Community Select Benefits**

ANZ may cancel your ANZ Community Select package immediately by giving you written notice if any of the following events occur:

- you cease holding the Mandatory Account and at least one (1) of the Optional Products and Services;
- you are in default under any facility agreement or credit card agreement which you have with ANZ or are in breach of any merchant or other agreement with ANZ;

- you no longer meet the eligibility criteria for ANZ Community Select in accordance with clause 2;

Notwithstanding anything else stated in this clause 6, ANZ may cancel your ANZ Community Select package at any time by giving you thirty (30) days written notice.

You may cancel ANZ Community Select by advising your ANZ Manager in writing or by faxing to ANZ the details at least seven (7) calendar days before you intend the cancellation to take effect.

If either you or ANZ cancel your ANZ Community Select package, or you become ineligible to receive benefits under ANZ Community Select but a benefit or discount has been received by you under ANZ Community Select (for example, by failing to hold at least one Optional Products and Services), ANZ reserves the right to recover that benefit or discount from you from the date of cancellation or the date you cease to be eligible to receive benefits.

## **7 Effect of Cancellation or Ineligibility for ANZ Community Select Benefits**

If your ANZ Community Select package is cancelled in accordance with clause 6, whether by you or ANZ or you become ineligible to receive benefits under ANZ Community Select, you will no longer receive any ANZ Community Select Benefits and:

- your ANZ Products and Services which previously attracted ANZ Community Select Benefits will be conducted on the standard terms (including all applicable fees and charges) that then apply to those products and services where ANZ Community Select Benefit are not applicable; and
- you must pay any fees and charges payable by you under these terms and conditions or any terms and conditions applicable to the product or service from the time of the cancellation.

## **8 Changes to these Terms and Conditions**

ANZ can withdraw any ANZ Community Select Benefit or change any of the following by advertisement in major or national daily newspapers or by giving you notice in writing at any time before the change takes effect:

- any ANZ Community Select Benefit;
- the name of ANZ Community Select package;
- the name, charging date, frequency, manner of payment or method of calculation of any fee payable under these terms and conditions; or
- the eligibility criteria for your obtaining ANZ Community Select Benefits.

By giving you thirty (30) days notice in writing, ANZ can introduce new Fees or increase existing ANZ Community Select fees and charges.

Where ANZ changes any ANZ Community Select Benefit and you wish to have the change apply to your Mandatory Account and/or Optional Products and Services, an application to ANZ will be necessary. You may make this application by completing an ANZ Community Select application form. If your application is approved, the ANZ Community Select Benefit will apply from the date your application is processed by ANZ, unless ANZ advises you of another date in writing.

## 9 Waiver

The rights ANZ has under these terms and conditions cannot be waived except by ANZ giving you written notice waiving the particular right. In particular:

- ANZ does not waive any right merely because it does not exercise that right or does not exercise it as soon as it can; and
- if ANZ exercises a right once or partly, it does not mean it cannot exercise that right again or other rights.

## 10 Changes in Law

If ANZ gives you written notice that, in ANZ's opinion, it has become illegal in a jurisdiction or otherwise impracticable for ANZ to continue to make any ANZ Community Select Benefit available, ANZ's obligations in relation to that ANZ Community Select Benefit terminate immediately.

### 11.1 How ANZ Gives You Notices

Except where ANZ is otherwise required by law, where more than one (1) of you has signed the ANZ Community Select application form ANZ can send you notices or other documents (including changes to these terms and conditions) by giving them to any one (1) of you.

If ANZ does this, it will be considered to have been received by all of you.

If ANZ gives you a notice in writing under these terms and conditions then:

- it can be given to you by leaving it at your address, or by sending it by post, telex, facsimile or similar facility to your address. For this purpose ANZ can use the last address that it has recorded for you; and
- if left at your address, it will be deemed to have been received by you on the date delivered or the date it bears whichever is the later. If sent by post, it will be deemed to have been received by you on the date it would have been delivered in the ordinary course of post or the date it bears, whichever is the later. If sent by facsimile or other electronic means, it will be deemed to have been received by you on the date it bears or the date the transmitting machine reports it was sent, whichever is the later.

If you change your name or address, or other contact details, you must notify your ANZ Manager in writing immediately.

## 11.2 How You Give ANZ Notices

A notice that you give to ANZ under these terms and conditions must be signed by you or by your authorised representative. If more than one (1) of you signed the same ANZ Community Select application form, all of you must sign any notice given to ANZ under these terms and conditions.

You may give ANZ a notice by leaving it at its address or by posting it in a pre-paid envelope addressed to ANZ. ANZ's address is that shown in the ANZ Community Select welcome letter or some other address that ANZ has given you written notice of. Your notice will be effective when ANZ receives it.

## 12 Assignment of Rights

ANZ may, without telling you and without obtaining your consent, assign any of its rights under, or in connection with, these terms and conditions.

ANZ may give information about these terms and conditions, and your obligations under these terms and conditions, to anyone who is an assignee of ANZ's rights under these terms and conditions or is considering becoming an assignee.

You may not transfer any of your rights or obligations under these terms and conditions unless ANZ consents in writing.

## **13 Code of Banking Practice**

If you are an individual or if you acquire ANZ Community Select Benefits in connection with a small business (as defined by the Code of Banking Practice), ANZ is bound by the Code of Banking Practice when it provides ANZ Community Select Benefits to you.

## **14 Acceptance of the ANZ Community Select Terms and Conditions**

You accept these terms and conditions by signing the ANZ Community Select application form.

You become a Customer on the date which is the later of:

- (a) the date ANZ notifies you under clause 3 that ANZ has accepted your ANZ Community Select application; or
- (b) the date you have satisfied all eligibility criteria for ANZ Community Select; or
- (c) the date on which you accept an offer for an Optional Product and Service in accordance with the method prescribed for accepting such offer.

## **15.1 ANZ Community Select Benefits**

If you are a Customer, your Mandatory and Optional ANZ Community Select Benefits are as follows.

### **15.2 Mandatory Account**

#### **Account Servicing Fee**

ANZ will not charge the monthly Account Servicing Fee and will provide free ANZ transactions under your Mandatory Account provided the account becomes the Mandatory Account in accordance with clause 3 and the fee becomes due on or after the day you become a Customer.

If you cease to be eligible for ANZ Community Select Benefits:

- your Account Servicing Fee will be reinstated and payable for the whole month in which the fee is charged based on your account opening date; and
- your ANZ Business Classic Account will revert to the standard ANZ free transaction threshold as disclosed in the ANZ Business Banking Transaction Accounts Fees and Charges booklet and this threshold will apply for the whole month based on your account opening date.

### **Other ANZ Business Transaction Accounts Fees and Charges**

Other fees and charges will be charged by ANZ for products and services that you request in relation to your Mandatory Account from time to time.

For more information, please refer to the ANZ Business Banking General Service Fees and Charges and the ANZ Business Banking Transaction Accounts Fees and Charges booklets.

## **15.3 Optional ANZ Merchant Services**

For non-profit organisations, ANZ will waive the usual establishment fee and, for the period of your Merchant Agreement, will not charge you an Annual Fee and will waive your Terminal/Licence Fee for the first three (3) months of your Merchant Agreement, in each case, that the relevant fee becomes due on or after the day you become a Customer. For those non-profit organisations which are eligible for charity tax concessions in accordance with clause 2 of this document, and provide ANZ with a certified copy of an ATO Notice of endorsement for charity tax concessions, the Terminal/Licence Fee will be waived. For the avoidance of doubt, these fees will not be reimbursed to you if they have already been paid by you before you became a Customer and you will cease to be entitled to these fee waivers immediately upon you ceasing to be a Customer.

### **Other ANZ Merchant Services Fees and Charges**

Other fees and charges apply to the provision of ANZ merchant facilities and are available upon application from ANZ Merchant Services. The fees and charges applicable to your ANZ merchant facility are advised in your letter of offer or variation agreement (where applicable) and may be varied by ANZ from time to

time in accordance with the ANZ Merchant Services General Conditions of your Merchant Agreement.

## 15.4 Optional ANZ Business One Visa

ANZ will waive the Annual Card Fee and Annual Additional Card Fee on an ANZ Business One Visa provided:

- the ANZ Business One Visa facility is nominated as an Optional Product and Service in accordance with clause 4.1 and the fee becomes due on or after the day you become a Customer; or
- the ANZ Business One Visa facility becomes an Optional Product and Service in accordance with clause 4.2 and the fee becomes due on or after the account becomes an Optional Product and Service.

If you held an ANZ Business One Visa before the date on which you nominated the ANZ Business One Visa facility as an Optional Product, ANZ will continue to charge you the Annual Card Fee and the Annual Additional Card Fee for your ANZ Business One Visa for the period commencing on the date you were first issued an ANZ Business One Visa until the date you nominated the ANZ Business One Visa facility as an Optional Product.

The provision of an ANZ Business One Visa by ANZ is also subject to the ANZ Commercial Card Terms and Conditions (**Terms and Conditions**). In addition to ANZ's rights under these terms and conditions, ANZ may also exercise any rights available to it under the Terms and Conditions including, without limitation, the right to terminate an ANZ Business One Visa facility pursuant to those Terms and Conditions. This right of termination takes priority in the event of any inconsistency with these Terms and Conditions.

You will cease to be entitled to these fee waivers immediately upon you ceasing to be a Customer or ceasing to be eligible for the ANZ Community Select Benefits or in the event your ANZ Business One Visa is terminated pursuant to the Terms and Conditions and ANZ will immediately reinstate the Annual Card Fee and any Annual Additional Card Fee and you will then be charged for these fees yearly in advance on each anniversary of this date.

## Other ANZ Business One Visa Fees and Charges

Other fees and charges may apply in relation to your ANZ Business One Visa facility from time to time.

For more information on the fees and charges that may be payable, please refer to the ANZ Commercial Cards Fees and Charges booklet.

## 15.5 Optional ANZ Internet Banking for Business

ANZ will waive the Monthly Fee for all ANZ Internet Banking for Business facilities held by the Customer provided:

- the ANZ Internet Banking for Business facility is nominated as an Optional Product and Service in accordance with clause 4.1 and the fee becomes due on or after the day you become a Customer; or
- the facility becomes an Optional Product and Service in accordance with clause 4.2 and the fee becomes due on or after the facility becomes an Optional Product and Service.

You will cease to be entitled to the fee waiver immediately upon closure of your ANZ Community Select package and ANZ will immediately reinstate the ANZ Internet Banking for Business Monthly Fee which will be charged on the same day of the month as the opening date of the ANZ Internet Banking for Business facility.

### Other ANZ Internet Banking for Business Fees and Charges

Other fees and charges will be charged by ANZ for the provision of the ANZ Internet Banking for Business facility from time to time. Please refer to the Terms and Conditions and the ANZ Commercial Cards Fees and Charges booklet for more information.

For more information, please refer to the ANZ Business Banking Transaction Accounts Fees and Charges booklet.

## 15.6 Optional ANZ GST Payment Account

Fees and charges may apply in relation to your ANZ GST Payment Account from time to time.

For more information, please refer to the ANZ Business Banking General Service Fees and Charges and the ANZ Business Banking Transaction Accounts Fees and Charges booklets.

## **15.7 Optional ANZ Business Online Saver**

Fees and charges may apply in relation to your ANZ Business Online Saver Account from time to time.

For more information on the fees and charges that may be payable, please refer to the ANZ Business Online Saver Account Terms and Conditions.

## **16.1 Important Notices**

Australia and New Zealand Banking Group Limited (ANZ)

ABN 11 005 357 522. Holder of an Australian Financial Services Licence Number 234527.

## **16.2 Disclaimer, Application of Product Specific Terms and Conditions and Inconsistency**

Information in this brochure does not form part of the terms and conditions of any product or service issued or provided by ANZ (including but not limited to, any loans or facility agreements other facilities or financial products, credit cards or merchant facilities). ANZ's normal assessment and approval criteria and individual Product Disclosure Statements or terms and conditions apply to each relevant ANZ Community Select Product or Service and are available from ANZ on application. All interest rates are subject to change. All applications for credit are subject to ANZ's normal credit approval criteria.

ANZ does not accept any responsibility or liability for any taxation consequences which may arise for a Customer in relation to ANZ Community Select. Customers are advised to seek their own independent professional advice in relation to any possible taxation consequences.

This material does not take into account your personal needs and financial circumstances and you should consider whether it is appropriate for you. ANZ recommends that you read the appropriate Product

Disclosure Statement, terms and conditions and policy document, which are available from any ANZ branch before deciding to acquire or hold the product. Please see the ANZ website [anz.com](http://anz.com) (or visit your local ANZ branch) for the most up-to-date version of these terms and conditions.

Subject to clause 15.4, if there is an inconsistency between the terms and conditions of any ANZ Community Select Product or Service and the information contained in this brochure, then the information contained in this brochure will prevail.

## 16.3 Other Notices

Certain benefits detailed in these terms and conditions are not exclusively given to ANZ Community Select holders.

## 17 GST

- (a) Terms used in this clause have the same meaning as those defined in the A New Tax System (Goods and Services Tax) Act 1999 (GST Act) unless provided otherwise.
- (b) Any reference in these terms and conditions to fee, price, value, sales, revenue, or similar amount ('Revenue') shall be a reference to that Revenue exclusive of GST, unless and to the extent that the Revenue is expressly agreed to be GST inclusive.
- (c) If any supply made under or in connection with this Contract is subject to GST, the supplier may increase the consideration otherwise provided for by the amount of that GST and recover such additional amount from the recipient. This clause does not apply to the extent that the consideration is expressly agreed to be GST inclusive.
- (d) If the recipient is required to reimburse the supplier for any costs, the amount must be reduced to the extent that the supplier is entitled to claim an input tax credit in respect of those costs. A party will be assumed to have an entitlement to claim a full input tax credit unless it demonstrates otherwise prior to the date on which the consideration must be provided.

## 18 Anti-Money Laundering and Sanctions

You agree ANZ may delay, block or refuse to process any transaction without incurring any liability if ANZ suspects that:

- (a) the transaction may breach any law in Australia or any other country; and/or
- (b) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.

You must provide all information to ANZ which ANZ reasonably requires in order to manage money-laundering or terrorism-financing risk or to comply with any laws in Australia or any other country and you agree that ANZ may disclose any information concerning you to any law enforcement, regulatory agency or court where required by any such law, in Australia or elsewhere.

Unless you have disclosed that it is acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering into this agreement.

You declare and undertake to ANZ that the payment of monies by ANZ in accordance with your instructions will not breach any laws in Australia or any other country.



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