



**Rabobank**

# All In One

## *Conditions of Use*

These Conditions of Use are the terms and conditions which apply to your Rabobank All In One Account and they incorporate all of the terms and conditions referred to in clause 2.1. Your use of the Account, including any Card, will confirm that you understand and have accepted these Conditions of Use.

Rabobank Australia Limited  
ABN 50 001 621 129 AFSL 234 700

September 2008

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## 1. Definitions

In these Conditions of Use, including in the Rabobank VISA Debit Card Conditions of Use, the Rabobank Internet Banking Conditions of Use and any Line of Credit Contract, unless the contrary intention appears:

- 1.1 **Account** – means a Rabobank All In One account held with the Bank in your name and includes any Line of Credit facility.
- 1.2 **Authorised Signatory** – means any person named as such on the Account Operating Authority or subsequently notified by you and accepted by us.
- 1.3 **Available Funds** – means, at any time:
  - if there is no Line of Credit, any credit balance of the Account and any overdrawing under clause 4.5, or
  - if there is a Line of Credit, any credit funds held in the Account and the Undrawn Amount.
- 1.4 **Bank, Rabobank, we and us** – mean Rabobank Australia Limited (ABN 50 001 621 129, AFSL 234 700) and its successors and assigns.
- 1.5 **Business Day** – means a day which is not a Saturday or Sunday, or a public or bank holiday in New South Wales.
- 1.6 **Card** – means a card we issue to you for use on the Account, including a Rabobank VISA Debit Card.
- 1.7 **Government Charges** – means any government fees, taxes, charges or duties that may apply to the Account or the operation of the Account by you, or which we are permitted to deduct from the Account from time to time, whether or not you are primarily liable to pay them.
- 1.8 **Line of Credit** – means any line of credit facility made available to you in accordance with a Line of Credit Contract as part of the Account.
- 1.9 **Line of Credit Contract** – means the Facility Agreement, as defined in the Rabobank All In One Standard Line of Credit Terms, between you and the Bank relating to the Account.
- 1.10 **You** – means the person(s) who own the Account.

## 2. General Conditions

- 2.1 These Conditions of Use, which incorporate the Rabobank VISA Debit Card Conditions of Use, the Rabobank Internet Banking Conditions of Use and any Line of Credit Contract, set out our agreement with you about the Account. We advise you to read all of the terms and conditions applicable to your All In One Account.
- 2.2 If there is an inconsistency between any of the terms of our agreement with you, then the Rabobank VISA Debit Card Conditions of Use, the Rabobank Internet Banking Conditions of Use or the Line of Credit Contract will prevail over these Conditions of Use to the extent of the inconsistency.
- 2.3 These Conditions of Use do not limit or exclude any of our rights, or any of your rights, under the general law or under banking custom or practice, except where those rights are inconsistent with these Conditions of Use. However, these Conditions of Use are subject to any non-excludable condition imposed by law to the extent of any inconsistency.
- 2.4 You agree to be responsible for the conduct of Authorised Signatories, including any debts they might incur. If you wish to revoke their authority to operate on the Account, you must tell us in writing.
- 2.5 Unless we agree otherwise, you warrant that the Account is wholly or predominantly for business and not personal use.
- 2.6 If a transaction or instruction from you or us falls outside business hours, after processing times or on a non-Business Day, we may process the transaction or instruction on the preceding or following Business Day.

## 3. Accounts in Two or More Names

If the Account is owned by two or more people:

- These Conditions of Use bind each of you separately as well as together;
- Each of you individually may give us instructions on any matter relating to the Account other than to close the Account;
- We may pay any credit balance of the Account to any of you;
- We may deliver to any of you any documents, deeds or items which we hold;
- Where one owner dies, the survivor(s) will own the Account; and
- You are jointly and severally liable for all debts incurred on the Account.

You must advise Rabobank in writing how the Account is to be operated and instructions may be varied in writing.

## 4. Operating Your Account

- 4.1 You must conduct the Account in accordance with these Conditions of Use.
- 4.2 Proceeds of cheques are not available until cleared. Clearance usually takes 3 Business Days. Special clearance of a cheque is available by contacting us.
- 4.3 We may require you to satisfy us as to your identity. We may refuse to act on any instructions which we consider may be invalid. We may, at our discretion, act on telephone, e-mail or facsimile instructions apparently sent by you.
- 4.4 You agree that we will not be liable to you or anyone else for any loss or damage that you or anyone else suffer as a result of our refusal to authorise any transaction, where we have the right to so refuse.
- 4.5 (a) If there is no Line of Credit, by prior agreement with us you may overdraw the Account for a period of no more than 62 days. If there is no such agreement and clause 11.2 does not apply, you must not overdraw the Account.  
(b) If there is a Line of Credit, the Line of Credit Contract applies to all debit balances of the Account.
- 4.6 We may provide you with a statement which states the amount you owe us on this Account, or which states anything else about the Account. You agree that the statement is sufficient to prove those things, unless you prove that the statement is incorrect.
- 4.7 We may monitor and/or record telephone conversations for verification purposes.
- 4.8 We are not liable to you for any loss, cost or damage you suffer arising from:
  - (a) the conduct or failure of any party we use to provide or help to provide any of the services in connection with the Account; or
  - (b) any act, event or circumstance which is beyond our reasonable control, or which does not involve negligence or fraud on our part.
- 4.9 If we give you access to any funds prior to them being cleared, and the funds are not subsequently cleared for any reason, we will debit the Account with the amount of those funds e.g. cheques.
- 4.10 You agree to indemnify us against any loss, cost, expense or damage we suffer in connection with the operation of the Account or any conduct we undertake in good faith relating to these Conditions of Use. We may debit to the Account any amount you owe us under this indemnity.
- 4.11 You must make payments to the Account by direct debit or in any other manner acceptable to us. Payments will only be credited to the Account upon actual receipt by us of the funds in Sydney.
- 4.12 We may, at our discretion, process a payment in excess of the Available Funds. You will then incur the applicable penalties including interest.

## 5. Methods of Serving a Notice

In addition to effecting service as permitted by law, any statement, demand or notice to you may be validly served by being delivered or sent to the address nominated by the owner(s) of the Account in writing.

All written notices to us must be sent to the address on the Account Application form or as subsequently notified to you.

Subject to any other specific provision, service pursuant to this clause is taken to be effected:

- (a) where sent by post, upon the earliest of actual receipt, the day when the addressee would have received the item in the ordinary course of post, or 10 Business Days after posting;
- (b) where sent by facsimile or e-mailed, when the machine or system respectively from which it was sent indicates that it was sent successfully, or where delivered, upon actual delivery, except where sent/delivered after 4.30 pm or on a day which is not a Business Day, in which case service is taken to be effected on the next Business Day.

## 6. Statements

- 6.1 We will provide you account statements monthly, except if there is a Line of Credit, in which case we will send you account statements in accordance with the Line of Credit Contract. You may request an account statement at any time including at a greater frequency, as long as you pay any charges we may impose for this service.
- 6.2 You must check your account statement and let us know immediately if you want to question an entry shown on it.
- 6.3 We will not provide you with a statement if it has been agreed that some other method will be used to record the transactions or a statement need not be provided, or no amount has been debited or credited to the Account during the statement period (other than debits for government charges, or duties, on receipts or withdrawals), or we are unable, after taking reasonable steps to locate you.

## 7. Interest

- 7.1 We will pay a variable rate of interest on any credit funds held in the account. Our rates vary, sometimes daily. They are based on the prevailing bank bill swap rates. The current rates, and also past rates and ranges of rates, are available on request from client services, by telephoning 1800 025 484 or on our website at [www.rabobank.com.au](http://www.rabobank.com.au). We will determine at our discretion the credit rates of interest which apply. Different credit rates of interest may apply, depending on the amount of credit funds. Interest is calculated on the daily balance and credited to the Account monthly in arrears on the last day of each month and on closure of the Account. However, if there is a Line of Credit, it will be credited on each Interest Payment Date and on closure of the Account. Interest is accrued from the first date of the credit funds or the date of the last interest payment, up to but not including the date of the next interest payment, withdrawal of all the credit funds or closure of the Account.

Worked Dollar Example (for illustration only):

Deposit of \$10,000 held for 1 year with interest at 3.25%pa will earn \$329.88 interest.

Note: This example assumes a constant interest rate but it may vary daily.

- 7.2 Interest on any debit balances, including overdrawings, is determined by the Line of Credit Contract or the agreement referred to in clause 4.5, as applicable. Our base interest rates on debit balances (including the Applicable Base Rates as defined in the Line of Credit) vary, sometimes daily, and are based on the prevailing bank bill swap rates. Current base rates, and also past rates and ranges of rates are available on request from any of our branches or by telephoning 1800 025 349. Interest on an overdrawn referred to in clause 11.2, if not covered by such a Contract or agreement, or any other overdrawn or debit balance not covered by the Line of Credit Contract of the agreement

referred to in clause 4.5, is calculated on the daily debit balance and debited to the Account monthly in arrears on the last day of each month and immediately before closure of the Account. The rate of such interest is set out in the schedule of standard fees referred to in clause 14.2.

## 8. Cheque Facility

If we agree to open a cheque facility in respect of the Account, this clause will apply.

- 8.1 You may only write cheques on the forms we supply.
- 8.2 We may, at our discretion, dishonour any cheques presented for payment in excess of the Available Funds, or which are postdated or stale.
- 8.3 You may request payment to be stopped on any cheque not yet cleared, as long as you pay any charges we impose for this service. Further information on our requirements for stopping a cheque is contained in clause 10.1.
- 8.4 If either you or we:
  - close the Account, or
  - cancel the cheque facility,
 we will dishonour any cheque presented later, unless you make other arrangements with us. At this time, you must also return to us any remaining cheque forms.
- 8.5 Our right to take action to recover any moneys you owe us will not be prejudiced by any decision we make to meet payment on any cheque.
- 8.6 You must safeguard your cheques.
- 8.7 If any cheque or cheque book is lost, stolen or misused, you must notify us as soon as possible by calling 1800 025 484.
- 8.8 If you delay unreasonably in advising us that a cheque or cheque book is lost, stolen or misused, other people might be able to withdraw money from the Account without your permission.
- 8.9 Crossing a cheque and adding the words "Not Negotiable" or "Account Payee Only" will add some protection against theft or fraud, as will deleting the words "or Bearer". For further information, please contact us for a copy of our General Information on Banking Services booklet.
- 8.10 You should always ensure that there are no unnecessary spaces between numerals or words written on a cheque, and that you always complete it fully before you sign it.

## 9. Other Payment Facilities

- 9.1 Automated Periodical Direct Debit
 

You may authorise another person to debit the Account (direct debit user) for payment of services. The direct debit user must provide us with documentation satisfactory to us of your authorisation.
- 9.2 Automated Periodical Payment
 

You may authorise us to make regular automatic payments from the Account to another person. Your authorisation to us must be in writing and set out details of the Account, amount to be paid, dates of payment and payee.

## 10. Stopping Payments

- 10.1 A Cheque
 

If the Account has a cheque facility, you can cancel or stop payment on a cheque before it is cleared. To do so, contact us on 1800 025 484, and provide your name, account number and the following details of the cheque:

  - cheque number
  - amount of the cheque
  - name of the payee
  - date of the cheque

Alternatively, you may deliver a written request, or send a facsimile, to any branch setting out the above details of the cheque.

You can cancel a stop payment request. You must do so in writing, giving the above details of the cheque.

We charge a fee for stopping payment on a cheque. We have a separate schedule available detailing our standard fees.

#### 10.2 A Direct Debit

If you have authorised a direct debit user to debit the Account and you want to stop this arrangement, you may contact either the direct debit user or us. Provided that you give us full written details of the direct debit arrangement, including the name of the direct debit user, and, if applicable, the due date and amount, we will promptly process your request. If you contact us, we also suggest that you contact the direct debit user and notify them of your action.

#### 10.3 An Automated Periodical Payment

If you have authorised us to make regular automatic payments from the Account and you want to stop these payments, you must provide written instructions to us at least 3 Business Days before the next payment is scheduled to be made. We will need full details of the Account and of the payment (amount, when next due, payee).

### 11. Rabobank VISA Debit Card

- 11.1 If we issue a Rabobank VISA Debit Card to you for use on the Account, this clause 11 applies together with the Rabobank VISA Debit Card Conditions of Use which we issue to you at the time we send you your Rabobank VISA Debit Card.
- 11.2 Use of the Rabobank VISA Debit Card can, in some cases, involve a short term deferral of a debt. This may result in the Account being overdrawn for a period, which period must not exceed 62 days.
- 11.3 If we accept your request to issue a subsidiary card to an Authorised Signatory, you will be responsible for the use of that Card by the Authorised Signatory, including for debts incurred by using it on your Account, as if it were your Card.
- 11.4 You can request to cancel a subsidiary Card by giving written notice to Rabobank. However, you remain liable for any debt that the subsidiary cardholder incurs until the subsidiary Card is surrendered or you have taken all reasonable steps to have the Card returned to Rabobank. You will not be liable for the continuing use of a subsidiary Card after the later of the date you request us to cancel the subsidiary Card and when you have taken all reasonable steps to have the subsidiary Card returned to us.

### 12. Rabobank Internet Banking

If we allow you to access the Account via Rabobank Internet Banking, the Rabobank Internet Banking Conditions of Use apply which you will be given when you first log on to Rabobank Internet Banking.

### 13. Combination of Accounts

We may combine some or all accounts (including this Account) owned by you and held with us or our related entities, at any time and without prior notice to you. We will, however, inform you promptly after doing so. If we combine accounts, we will apply some or all credit funds against some or all debt you owe us. If we combine all of your accounts, there will be only a single amount either we owe you or you owe us. Combining accounts may result in a cost being debited to an account, such as a break cost if a term deposit is combined. We have no obligation to combine your accounts.

### 14. Fees

- 14.1 We may debit to the Account all or any of our standard fees and charges and any Government Charges applicable to the Account. For further details of current Government Charges, contact us free on 1800 025 484.

- 14.2 The Bank's standard fees include (but are not limited to):

- fees for some transactions which you conduct on the Account; and
- fees for certain other services which we provide.

We have a separate schedule detailing our standard fees and charges that is available on request. You may obtain a copy of the schedule at any branch.

- 14.3 Withholding tax on interest may be payable by non-residents at the time it is paid.

### 15. Breach of Conditions of Use

If you breach these Conditions of Use, our rights include doing any or all of the following:

- close the Account;
- cancel any Card and require its return;
- cancel any cheque facility; and
- cancel access to the Account via Rabobank Internet Banking.

### 16. Closure of the Account

- 16.1 If you wish to close the Account, you must give us written notice. You must pay any amounts you owe us under the Account. If the Account is a joint Account we will need instructions from you and the other joint Account Owner or Owners before closing the Account.
- 16.2 We reserve the right to close the Account at any time after giving you notice which is reasonable in the circumstances and paying you the amount of the credit balance.
- 16.3 If our compliance with our obligations under these Conditions of Use becomes illegal, we may by written notice immediately close the Account. You must immediately repay any amounts you owe us under the Account.
- 16.4 Following notification of closure of the Account for any reason, we will continue to debit to the Account fees, Government Charges, interest and other costs arising from the operation or maintenance of the Account during the period up to closure of the Account. We may continue to debit to the Account any transactions incurred by you on the Account. You agree to pay us on demand all such amounts debited to the Account.
- 16.5 We may charge you an amount that is our reasonable estimate of the costs of closure.

### 17. Variations to Terms and Conditions

- 17.1 We can change the terms and conditions of the Account at any time by giving notice to you. We will give you written notice 30 days before introducing or varying a fee or charge (other than a Government Charge) or changing the method of calculating interest or changing the frequency with which interest is debited/credited, except where you cannot reasonably be located.
- 17.2 We will advertise in the media, or give written notice to you, of any other changes to the terms and conditions or to interest rates no later than the day on which the change takes effect except where the interest rate is linked to money market rates or some other external reference rate, changes to which we cannot notify you of in advance.
- 17.3 We will write to you or advertise in the media to notify you of the introduction or variation of a Government Charge payable directly or indirectly by you under these terms and conditions unless the introduction or variation to the Government Charge is advertised by a government, government agency or representative body.

### 18. General Information on Banking Services

- 18.1 Rabobank has adopted the Code of Banking Practice as published by the Australian Bankers' Association in August 2003 and



modified in May 2004. If you are an individual or a small business (as defined in the Code of Banking Practice) at the time we provide you with your All In One Account, the provisions of the Code of Banking Practice apply to that Account.

- 18.2 We will provide to you, if you request it, general descriptive information concerning banking services, including information on:
- i. account opening procedures;
  - ii. our obligations regarding confidentiality of information;
  - iii. cheques;
  - iv. bank cheques; and
  - v. the advisability of you informing us promptly when you are in financial difficulty.

## 19. Interpretation

- 19.1 A reference to an agreement or document is to the agreement or document as amended, supplemented, novated or replaced from time to time.
- 19.2 Unless the context otherwise requires, a word which denotes:
- i. the singular includes the plural and vice versa;
  - ii. any gender includes the other genders;
  - iii. a person includes an individual, a body corporate, a firm and a government; and
  - iv. the whole includes any part.
- 19.3 A reference to a statute, regulation, order, by-law or other legislation is a reference to the statute, regulation, order, by-law or other legislation as amended, consolidated, re-enacted, substituted or extended from time to time.
- 19.4 Headings and the table of contents must be ignored in the interpretation of these Conditions of Use.

## 20. Successors and Assigns

A person includes the trustee, executor, administrator, successor in title and assign of that person. You are not entitled to assign your interest in the Account.

## 21. Officers of Rabobank Who May Sign a Notice

Any statement, demand or notice from us will be effective including if it is signed by us, any director or secretary of us, any employees of us whose title includes the word "manager", our solicitor or any person authorised by any of the above.

## 22. Rabobank's Rights

We may, at any time without your consent, sell, assign, transfer, negotiate, grant participations in or otherwise dispose of or deal with all or any part of our interest in the Account. You must at any time at our request execute and deliver to us or to such person as we may specify any and all documents we may reasonably require to effect such purpose. In connection with any such proposed dealing, we may disclose information relating to you.

## 23. Delay or Waiver

Failure by us to enforce, at any time or for any duration of time, any of our rights in respect of these Conditions of Use will not be a waiver of our rights.

## 24. No Moratorium

The provisions of any legislation postponing payment of money, reducing or fixing rates of interest, or otherwise purporting to curtail or restrict any of our rights are, to the extent that it is lawful, expressly excluded from application to these Conditions of Use.

## 25. Time of the Essence

Time is of the essence in relation to the performance of your obligations under these Conditions of Use.

## 26. Severability of Provisions

If any provision of these Conditions of Use is held to be invalid, unenforceable or illegal for any reason, it will be severed and the remaining provisions must not in any way be affected or impaired and these Conditions of Use must be construed so as most nearly to give effect to the original intent of the parties.

## 27. Applicable Law

These Conditions of Use are governed by the law of the state or territory in Australia in which the branch of Rabobank through which the Account was obtained is situated. The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of that place.

## 28. Investigating and Resolving Errors, Unauthorised Use and Other Matters

- 28.1 You should report errors, unauthorised use or any other problem (including if you want to query an entry on a statement) as soon as possible after you discover them. You can make reports by either:
- telephoning 1800 025 484, or
  - advising any of our branches.
- We may require you to confirm your report in writing.
- 28.2 If you make a report and we cannot resolve your enquiry immediately, we will write to you to tell you what we are going to do to investigate and resolve the matter.
- 28.3 You must give us all relevant information that you have about the matter you have reported. We will tell you if there is anything else you must do to help us investigate the matter.
- 28.4 We will write to you within 21 days after you give us the information you have about the matter. We will tell you whether we have completed our investigation or whether we need more time.
- 28.5 We should complete our investigation within 45 days after you give us the information you have about the matter. If there are exceptional circumstances that prevent us from doing so, we will write and tell you what these are. In addition, we will give you monthly progress updates if our investigation continues beyond 45 days and advise you in these updates when a decision can reasonably be expected (unless we have asked you for a response and are still waiting for that response).
- 28.6 When we complete an investigation, we will write promptly and tell you:
- the outcome of the investigation; and
  - the reasons for the outcome.
- (If we can resolve the problem to your and our satisfaction immediately, we may not write to you.)
- 28.7 If we decide that the Account has been wrongly credited or debited, we will adjust the Account promptly (including any interest, fees or Government Charges). We will write and tell you the amount by which the Account has been credited or debited.
- 28.8 If we fail to resolve the matter, you will be directed to the Financial Ombudsman Service who can be contacted by telephoning 1300 780 808.

## 29. Increased Costs

Whenever we determine as a result of any change in, any making of, any change in the interpretation of, or compliance with, any law, official directive or request (including, without limitation, taxation or stamp duty levied or assessed in relation to the Account, or any

transaction associated with the Account, and Reserve Bank or APRA requirements for liquidity, capital adequacy, special deposit or similar requirements) that the direct or indirect cost to us in maintaining the Account is increased or our return is in any way reduced, you shall, upon demand, pay us the amount certified by us as the amount required to compensate us for such increase or reduction, which may be debited to the Account.

### 30. Trustees

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30.1 This clause 30 shall apply where you own this Account as trustee of a trust, whether or not disclosed to us (called the "Trust").

30.2 You represent and warrant to us that for the duration of the Account:

- (a) the Trust is validly created and existing, no circumstances exist by which it may be determined and no date within the duration of the Account for the vesting of any of the Trust's assets has been appointed;
- (b) you are validly appointed as a trustee of the Trust, are not in breach of your obligations as trustee and no circumstances exist by which you may be removed;
- (c) the Account is opened and operated (including the execution of all related documents) pursuant to and in proper exercise of your powers as trustee of the Trust and all formalities required have been complied with;
- (d) the Loan Purpose and performance by you of your obligations is for a proper purpose of, and provides commercial benefit to, the Trust;
- (e) you are entitled to be fully indemnified out of the Trust's assets for your liability under the Account and have not charged your right of indemnity to any other person;
- (f) you are a legal owner of all the assets of the Trust;
- (g) there is no dispute in relation to the Trust or the Trust assets; and
- (h) you are empowered to carry on the business as now conducted or contemplated, and to own the property and assets, in your capacity as trustee of the Trust, and there is no restriction or condition upon such activity by you.

30.3 You must not, without our consent:

- (a) cease to be the trustee of the Trust or do anything which would cause or enable your removal;
- (b) cause or permit the Trust to be determined or a vesting date to be appointed;
- (c) do, permit, or not do or permit anything which adversely affects your right of indemnity out of the Trust assets;
- (d) vary or permit to be varied the terms of the Trust;
- (e) resettle, set aside, distribute or dispose of any Trust assets; or
- (f) delegate any of your powers as trustee of the Trust or exercise any power of appointment.

30.4 You must, at our request, provide full financial and other details of the Trust.

30.5 You irrevocably and unconditionally grant us direct access to the Trust assets to recover any money not paid on time in connection with the Account, including under the Line of Credit Contract.

30.6 Your liability in connection with the Account, including under the Line of Credit Contract, is not limited or otherwise affected by either you being a trustee or the extent of your ability to indemnify yourself out of the assets of the Trust.

### 31. Default

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If there is a Line of Credit and an Event of Default occurs, we may engage investigative accountants to review your financial situation, at your cost.

### 32. Anti-Money Laundering

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You acknowledge that Rabobank may delay, intercept, block or refuse to make a payment if Rabobank believes on reasonable grounds that making a payment may breach any law in Australia or any other country, and Rabobank will not incur any liability if it does so. You agree to provide all information to Rabobank which Rabobank reasonably requires to comply with any laws in Australia or other country. You declare and undertake to Rabobank that the payment of monies in accordance with your instructions by us will not breach any laws in Australia or any other country.

## Rabobank Australia Group Head Office

Darling Park Tower 3  
Level 16  
201 Sussex Street  
Sydney NSW 2000  
Phone 02 8115 4000

