

Fixed Rate Westpac Agri Finance (No Longer For Sale)

Product information statement.

Issued by Westpac Banking Corporation
ABN 33 007 457 141
Australian Financial Services Licence No. 233714

Effective date: 15 May 2023



We're here to help

For more information, please contact our team of interest rate specialists below.

Interest Rate Hub

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Sydney NSW 2000

Accessibility support.

At any time, you can inform us how you would prefer to be contacted. If you are deaf and/or find it hard hearing or speaking with people who use a phone, you can reach us through the National Relay Service (NRS). To use the NRS you can register by visiting infrastructure.gov.au/national-relay-service

Visit westpac.com.au/web-accessibility for further information on our accessible products and services for people with disability.

Important information

A Product Information Statement (PIS) is an information document. The purpose of a PIS is to provide you with information intended to assist you in making a decision about a product's suitability for your needs. A PIS is also a tool for comparing the features of other products you may be considering. If you have any questions about this product, please contact us on the details provided above.

You should read and consider this PIS, in its entirety, carefully and seek independent expert advice before making a decision about whether or not this product is suitable for you.

If you decide to enter into a Fixed Rate Westpac Agri Finance Loan, you should keep a copy of this PIS and any associated documentation. You should also promptly tell us if at any time you experience financial difficulties.

This PIS is issued by Westpac and is current as at the date of this document. The information in it is subject to change. We may issue a replacement PIS, or post updated information on our website.

Nothing in this PIS is, or may be relied upon as, a representation as to the future performance of the Fixed Rate Westpac Agri Finance Loan.

The offer of the Fixed Rate Westpac Agri Finance Loan is being made to persons located in Australia only. Receipt of this PIS in jurisdictions outside of Australia may be restricted by local law and applications from outside Australia will not be accepted.

The information set out in this document is general in nature. It has been prepared without taking into account your objectives, financial situation or needs. Because of this you should, before acting on this information, consider its appropriateness, having regard to your objectives, financial situation and needs. By providing this PIS, we do not intend to provide financial advice or any lending recommendations.

A Fixed Rate Westpac Agri Finance Loan is a fixed rate loan facility between you and Westpac to pay a certain fixed interest rate for an agreed period of time.

Key Facts	
Eligibility	Subject to an approved and documented Fixed Rate Westpac Agri Finance Loan facility with Westpac
Minimum Transaction Amount	AUD \$250,000
Term	1 Year to 10 Years (longer terms available on request only)
Currency	Australian Dollars (AUD)
Interest Charge Frequency	Monthly, Quarterly, Half yearly

Description.

- A Fixed Rate Westpac Agri Finance Loan (FR-WAFL) is a fixed rate loan facility provided by Westpac to you, where you agree to pay Westpac an agreed fixed rate over an agreed period.
- An FR-WAFL gives the certainty of a fixed interest rate.
- An FR-WAFL is primarily chosen when you require interest rate protection. However you acknowledge that variable rates may move either up or down within the agreed fixed rate period.
- You can tailor your FR-WAFL by selecting from a range of payment options including Interest Only, Interest Only with Principal Reductions, Principal Interest & Fees or Interest in Advance.

Suitability.

- An FR-WAFL may be suitable if you would like to change your interest rate exposure based on your underlying liabilities, interest rate view, hedging and/or cash-flow requirements and have a good understanding of interest rate markets.
- If you are not confident about your understanding of interest rate markets and/or products, this product may not be suitable for you and we strongly suggest you seek independent advice before making a decision about this product.
- An FR-WAFL should only be used where you have a genuine commercial need to manage your interest rate risk. It must not be used for speculative purposes.

Key Benefits.

- **Flexibility** – You can tailor your FR-WAFL to suit your interest rate view, meet your business or specific asset strategy and your hedging and/or cash-flow requirements.
- **Certainty** – An FR-WAFL allows you to manage your interest rate exposure and to be more certain of your ability to reliably meet your cash-flow requirements and debt service obligations.
- **Market Based Pricing** – Interest rates are aligned to market based bank bill pricing.

Key Risks.

- **Interest Rate Risk** – An FR-WAFL has a fixed interest rate which is binding for the agreed fixed rate period.
- **Early Termination/Variation** – You can vary or terminate an FR-WAFL early but there may be a cost if you do.
- **Counterparty and Operational Risk** – Westpac has performance obligations under an FR-WAFL. You need to form a judgement on our ability to meet those obligations.

Costs.

- **Margins, Fees and Charges** – Any other margins, fees or charges which apply in addition to the base Fixed Rate will be outlined in your Business Finance Agreement.

Documentation.

- **Terms and Conditions** – Please refer to the Terms and Conditions of your Business Finance Agreement. If you seek further clarification speak to your Relationship Manager, Financial Market Specialist, Legal or Financial Adviser.

What is a Fixed Rate Westpac Agri Finance Loan?

An FR-WAFL is a fixed rate loan facility between you and Westpac for an agreed facility limit at an agreed fixed rate over an agreed period.

You can tailor your FR-WAFL payments by selecting from an Interest Only, Interest Only with Principal Reductions, Principal Interest & Fees or Interest in Advance options, if required during the fixed rate period.

The interest rate on an FR-WAFL is determined by market based bank bill pricing.

The “Base Rate” shown in the Finance Details of your Business Finance Agreement is your indicative Fixed Rate. Once confirmed, it is fixed for the period we agree with you. This means that the Fixed Rate will not change during the agreed fixed rate period. On each interest payment date, you will be charged the Fixed Rate plus any other margins, fees or charges that may apply to your facility.

Interest rate calculation methodology.

Interest on your loan facility is calculated daily at the Fixed Rate on a daily basis and charged to your loan account or nominated account typically on a monthly basis on the last business day, although other interest charge frequencies are available.

Example.

The table below outlines the direction of the cashflows that will occur under an FR-WAFL.



Scenario.

You have an AUD \$3 million Variable Rate Westpac Agri Finance Loan (VR-WAFL) facility with Westpac. The VR-WAFL is an Interest Only facility at current market rates and you anticipate that interest rates will rise and do not wish to bear any increased interest costs. You decide to convert your current facility to an FR-WAFL, effectively locking into a Fixed Rate on your FR-WAFL facility for a period of one year. Assume for the example that the Fixed Rate is 4.0%.

The table below outlines the cashflows that would occur under the terms of the FR-WAFL.

You choose an FR-WAFL with the following features:

Loan Amount:	\$3,000,000
Term:	1 year
Fixed Rate:	4.00% per annum
Payment Type:	Interest Only

The table below outlines the cashflows that would occur under the terms of the FR-WAFL.

Days	Events
Day 1	Loan facility is drawn for an amount of AUD \$3,000,000.
End of 1st Month	Interest of \$9,863.01 is debited from a nominated account for the 30 day period.
End of 2nd Month	Interest of \$10,191.78 is debited from a nominated account for the 31 day period.
End of 3rd Month	Interest of \$9,534.25 is debited from a nominated account for the 29 day period.
End of 12th Month	The Fixed Rate Term expires and the facility reverts to a VR-WAFL or is re-fixed at a new Fixed Rate.

*This example is provided for illustrative purposes only, and is not intended as a forecast or prediction of the future performance of an FR-WAFL or the amounts or values of the relevant variables.

Confirmation.

Shortly after entering into an FR-WAFL Westpac will send you a confirmation outlining the commercial terms of the arrangement.

It is extremely important you check the confirmation to make sure that it accurately records your understanding of the terms of the arrangement.

In the case of a discrepancy, you will need to raise the matter with your Westpac representative as a matter of urgency.

Termination/Variation.

You can terminate or vary your FR-WAFL early but there may be a cost to you resulting in a possible early termination or variation payment. With these risks in mind, please consider your circumstances carefully when selecting the terms of your FR-WAFL.

Break Costs and Benefits.

Because an FR-WAFL has a fixed rate, break costs may be payable in some circumstances. They may be payable if you do not draw your loan for the amount and at the time Westpac assumed (when Westpac set the fixed rate). Additionally, break costs may be payable if during the fixed rate period, Westpac agrees to a request from you to change the fixed rate, the facility is cancelled or the facility limit is reduced, you repay early all or any part of the money you owe under the loan or you are required to repay all money you owe Westpac under the facility earlier than as agreed (for example, because of a default).

However, for this facility, if you break it during a fixed rate period and our break cost calculations result in us estimating that we'll receive a benefit (rather than a loss), then, as long as you're up to date with all your payment obligations to us, we'll credit an amount equal to our estimated "break benefit" to your nominated account on the day the break occurs.

Your Business Finance Agreement explains how Westpac calculates break costs.

You can get an estimate of applicable break costs by contacting Westpac at any time.

General information

Banking Code of Practice.

Westpac has adopted the Banking Code of Practice 2020 (Banking Code). The Banking Code sets out the standards of practice and service for Australian banks to follow when dealing with certain customers.

If Westpac provides you with a 'banking service' and you are an 'individual' or a 'small business' (each term as defined in the Banking Code), the relevant provisions of the Banking Code will apply in addition to, and prevail to the extent of any inconsistency with, these terms and conditions.

You can obtain a copy of the Banking Code from our website or any of our branches. Please let us know if you would like to discuss whether or not the Banking Code will apply to you. Our contact details are set out on the inside front cover of this PIS.

Anti-Money Laundering and Counter-Terrorism Financing Act 2006 Obligations.

What we need from you:

To open any new FR-WAFL we'll need some important details from you. Depending on the legal nature of your business (company, trustee, partnership etc.) you will be required to provide certain documents and information to Westpac.

If this is your first account with us:

Under the *Anti-Money Laundering and Counter Terrorism Financing Act 2006* (Act) it is a requirement that the account holder and all signatories to the account must be identified. So if you're opening an account for the first time this applies to you. It also applies to any cardholder or signatory who is not an existing customer.

The identification requirements can be met by completing the Westpac Customer Identification Procedure which involves providing identity documentation to Westpac. For information on documents required under Westpac's Customer Identification Standards please contact any branch or refer to our website - westpac.com.au/aml

If the account holder or any of the signatories to an account are not identified in terms of the Act, the account will be blocked for all withdrawals, until they are identified. If you are an existing customer, an account signatory (or any other cardholder) identification requirements may have previously been satisfied so you don't need to provide it again, unless you are asked to do so by us.

Regulatory and Compliance Controls and Monitoring.

Westpac is bound by laws that impose regulatory and compliance obligations, including obligations in relation to the prevention of money laundering and the financing of terrorism, which are the Anti-Money Laundering and Counter-Terrorism Financing Laws (AML/CTF Laws). In order for Westpac to meet its regulatory and compliance obligations, we perform certain control and monitoring activities.

Upon entering into any FR-WAFL with Westpac, you agree and provide the following undertakings and agree to indemnify Westpac against any potential loss arising from any breach by you of such undertakings that:

- you are not and will not enter into any agreement with Westpac under an assumed name;
- any funds used by you to enter into an agreement with Westpac have not been derived from or related to any criminal activities;
- any payments received from Westpac will not be used in relation to any criminal activities;
- if we ask, you will provide us with additional information we reasonably require from you for the purposes of meeting our regulatory and compliance obligations, including the obligations under AML/CTF Laws (including information about the source of funds used to settle an FR-WAFL); and
- you and your FR-WAFL with Westpac will not initiate, engage or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country).

You should be aware that:

- we may obtain information about you or any beneficial owner of an interest in an agreement with Westpac from third parties if we believe this is necessary to comply with our regulatory and compliance obligations, including AML/CTF Laws;
- transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions or the law or sanctions of any other country;
- where transactions are delayed, blocked, frozen or refused, Westpac and other members of the Westpac Group are not liable for any loss you suffer (including consequential loss) in connection with a deposit; and
- where legally obliged to do so, we may disclose information that we hold about you to our related bodies corporate or service providers, other banks, or relevant regulatory and/or law enforcement agencies (whether in or outside of Australia).

Telephone conversations.

The terms of an FR-WAFL are usually discussed over the telephone. Conversations with our dealing room and settlement departments are recorded. This is standard market practice. Recorded conversations are retained for a limited period and are usually used where there is a dispute and for staff monitoring purposes. You will need to advise our staff if you do not wish to be recorded.

Dispute resolution.

Sometimes you may want to talk about problems you are having with us. Fixing these problems is very important to us. We've put in place ways of dealing with your issues quickly and fairly.

Please talk to us first.

We aim to resolve your complaint at your first point of contact with us. You can contact us on the details provided on the inside front cover of this PIS.

What to do if you're still unhappy.

If you are not satisfied with our response, you may lodge a complaint with the Australian Financial Complaints Authority:

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678 (free call)

Mail: Australian Financial Complaints Authority
GPO Box 3 Melbourne VIC 3001

ASIC also has a free call Info line on 1300 300 630, which you may use to make a complaint and obtain further information about your rights.

Privacy Statement.

All personal information and credit-related information (if applicable) we collect about you is collected, used and disclosed by us in accordance with our Privacy Statement which is available at westpac.com.au/privacy/privacy-statement. You do not have to provide us with any personal information or credit information (if applicable) but, if you don't, we may not be able to process an application or request for a product or service.

Where individuals engage with us in relation to products and services for our business, corporate or institutional customers (for example, as representative, administrator, director, corporate officer, signatory, beneficiary or shareholder of one of our customers) our Privacy Statement will be relevant to those individuals where we collect and handle their personal information. For example, where we collect their personal information to verify their identity or collect their signature as a signatory on a corporate account.

Privacy Obligations.

To the extent that it applies to you, you must comply with the *Privacy Act 1988* (Cth) in relation to any personal information you provide to us in connection with this PIS, and if you engage in activities in a jurisdiction other than Australia, you must comply also with the applicable privacy laws in that jurisdiction.

External Service Providers.

We may subcontract any of our rights and obligations to another person in Australia or overseas.

We may disclose or share any information you provide to us with any such person. With respect to any personal information, details of the countries where the overseas recipients are likely to be located is contained in our Privacy Statement which is available at westpac.com.au/privacy/privacy-statement (as updated from time to time).

Foreign Tax Residents.

We are required under domestic and international laws to collect and report financial and account information relating to individuals and organisations who are, or may be, foreign tax residents. We may ask you whether you or any shareholder, beneficiary, settlor or controlling person are a foreign tax resident from time to time, such as when you open an account with us, or if your circumstances change. If you do not provide this information to us we may be required to limit the services we provide to you.

Unless you tell us otherwise, by completing any application, you certify that any shareholder, named beneficiary, settlor or controlling person is not a foreign tax resident. You must tell us if you, or any shareholder, named beneficiary, settlor or controlling

person is, or becomes, a foreign tax resident (unless an exemption applies, such as for shareholders of listed companies). Where there are no named beneficiaries (e.g. for beneficiaries identified only as a class) you must tell us if a beneficiary is a foreign tax resident immediately when any decision is made to identify and make a distribution to them. You may contact us to provide foreign tax residence information by calling 1300 720 314 Option 1.

We cannot give tax advice, so please contact your independent tax advisor if you need help finding out whether any person is a foreign tax resident.

Taxation.

Taxation law is complex and its application will depend on a person's individual circumstances. When determining whether or not this product is suitable for you, you should consider the impact it will have on your own taxation position and seek professional advice on the tax implications it may have for you.

Glossary

Business Finance Agreement means the Business Finance Agreement between Westpac and you that sets out the terms and conditions of your finance facilities including your FR-WAFL.

Westpac means Westpac Banking Corporation ABN 33 007 457 141 Australian Financial Services Licence No. 233714, and includes references to 'we', 'our' and 'us' related bodies corporate (as that term is defined in the *Corporations Act 2001*) of Westpac Banking Corporation.

Westpac Group means Westpac and its related bodies corporate.

