

# Westpac Institutional Bank Term Deposits

## Terms and Conditions.

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

24 April 2023



# Important information

These terms and conditions are dated 24 April 2023 and are issued by Westpac for Westpac Institutional Bank Term Deposits.

These terms and conditions are subject to change. We may vary these terms and conditions as set out in section 5.6 *Changes to these terms and conditions*, or by posting the information on our website. You can get a paper copy of this document and any updated information without charge by calling us.

Westpac Institutional Bank Term Deposits are open only to investors who meet the requirements as 'wholesale clients' under the *Corporations Act 2001* (Cth).

Distribution of this document in jurisdictions outside Australia may be restricted by law and persons who come into possession of it, who are not in Australia, should seek independent advice.

On and from 24 April 2023, the terms and conditions of Westpac Institutional Bank Term Deposits that are set out in this document, replace the terms and conditions for deposits as set out in the previous version of the document dated 9 July 2018.

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 and seek your own professional advice. By providing these terms and conditions, Westpac does not intend to provide financial advice or any financial recommendations. Nothing in this document is, or may be relied upon as, a representation as to the future performance of Westpac Institutional Bank Term Deposits.

# Contents

- Important information ..... 2
- Glossary ..... 4
- 1. Offer at a glance ..... 5
  - 1.1 Your contract with us. .... 5
  - 1.2 Product features. .... 5
- 2. Fees ..... 5
- 3. Early Withdrawal ..... 6
  - Will my return be impacted if I withdraw before the Maturity Date? ..... 6
  - Notice Period. .... 6
  - Scenarios. .... 6
- 3.1 No Cooling Off. .... 8
- 4. How do Westpac Institutional Bank Term Deposits work? ..... 9
  - 4.1 Interest. .... 9
    - Interest rate payable on Fixed Rate Term Deposits. .... 9
  - 4.2 Where interest is credited. .... 9
  - 4.3 Renewal of your Deposit. .... 9
  - 4.4 Communications regarding your Deposit. .... 10
  - 4.5 Deposits ‘held as security’ or ‘restricted’. .... 10
  - 4.6 Telephone applications. .... 11
  - 4.7 Westpac Corporate Online. .... 11
  - 4.8 Trust Deposits. .... 11
  - 4.9 Your instructions to us. .... 11
  - 4.10 Cut off times. .... 12
  - 4.11 How to apply for a Deposit. .... 12
- 5. General information ..... 13
  - 5.1 What we need from you. .... 13
  - 5.2 Dispute resolution. .... 14
  - 5.3 Privacy Statement. .... 14
  - 5.4 Providing Westpac with your Tax File Number (‘TFN’) or ABN. .... 15
  - 5.5 Financial Claims Scheme. .... 15
  - 5.6 Changes to these terms and conditions. .... 16
  - 5.7 Law and jurisdiction. .... 16
  - 5.8 Miscellaneous. .... 16

# Glossary

**APRA** means the Australian Prudential Regulation Authority.

**ASIC** means the Australian Securities and Investments Commission.

**AUD** means Australian dollars.

**Business Day** means a day we are open for business based on a Sydney calendar day AEST and does not include a Saturday, Sunday or public holiday.

**Commencement Date** means the date on which the Term of your Deposit commences.

**Confirmation Notice** means the notice issued to you by Westpac shortly after your Deposit is opened which sets out the commercial terms that apply to your Deposit including the interest rate.

**Deposit** means a Westpac Institutional Bank Term Deposit.

**Early Withdrawal** means a full or partial withdrawal from your Deposit before the end of the Term which may result in an Early Withdrawal Adjustment.

**Early Withdrawal Adjustment** means the adjustment we may make and apply to the balance of your Deposit if we agree to a request for Early Withdrawal or variation to account for any Reduced Rate and/or Replacement Cost.

**Fixed Rate** means the fixed interest rate applying to your balance during the Term.

**Maturity Advice** means the notice issued to you by Westpac 5 Business Days before your Deposit matures showing the interest and principal repayment that will occur on the Maturity Date if no further instructions are received from you.

**Maturity Date** means the date on which your Deposit matures, as indicated in your Confirmation Notice.

**Notice Period** means the period from when a full or partial withdrawal request is received and when the funds are disbursed.

**Principal Amount** means the amount to be invested by you on the Commencement Date.

**Reduced Rate** means the interest adjustment applicable to your Deposit, if we agree to a request for Early Withdrawal, based on the rate we would have paid for the actual period of your investment, if you had originally chosen this earlier maturity. It is one of two factors comprising the Early Withdrawal Adjustment.

**Replacement Cost** means the cost (as determined by us in a commercially reasonable manner) to replace funds in the market arising from us agreeing to an Early Withdrawal or variation of your Deposit. It is one of two factors comprising the Early Withdrawal Adjustment.

**Representative** means a representative of a Westpac Group company who can provide you with information and assistance relating to your Deposit.

**Term** means the period from, and including, the Commencement Date to, and including, the Maturity Date.

**Westpac, we, our** and **us** means Westpac Banking Corporation ABN 33 007 457 141 Australian Financial Services Licence No. 233714

# 1. Offer at a glance

## 1.1 Your contract with us.

When you open a Deposit with Westpac you are entering into a contract with Westpac in relation to that Deposit. The contract is made up of:

- the terms and conditions set out in this document; and
- a Confirmation Notice relating to the opening of the Deposit.

## 1.2 Product features.

Feature	Fixed Rate Term Deposit
Minimum opening Principal Amount	AUD50,000
Available access	Telephone Email Corporate Online
Pays regular interest	Yes
Minimum Term of investment	7 days
Maximum Term of investment	5 years
Early Withdrawal	Early Withdrawals (full or partial withdrawals during the fixed Term) are not generally permitted, are subject to approval by Westpac and may result in an Early Withdrawal Adjustment. If Westpac grants your Early Withdrawal request, you must give us 31 days' notice to make a full or partial withdrawal from your Deposit (refer to section 3 <i>Early Withdrawal</i> for more information).
Interest calculated	Daily
Interest paid	For Terms of less than one year, interest is usually paid at maturity. For Terms of more than one year, interest is usually paid annually, then at maturity. However, upon agreement, interest can also be paid monthly, quarterly, semi-annually, annually or at maturity.

# 2. Fees

When we determine the relevant Fixed Rate, we have already taken into consideration all costs associated with your Deposit.

A Deposit has no fees or charges. The Fixed Rate is locked in at the start of your investment and will not be subject to any fees.

### 3. Early Withdrawal

A Westpac Institutional Bank Term Deposit is an investment which is designed to be held to maturity. You may request to make a full or partial withdrawal from your Deposit before the end of the fixed Term ('**Early Withdrawal**'). Generally, Westpac will not approve requests for Early Withdrawal of Deposits. However, if we, in our discretion, accept your request for Early Withdrawal before the end of the Term, we may adjust the return of your investment by reducing the principal of your Deposit ('**Early Withdrawal Adjustment**'). You will also have to wait until the end of the Notice Period for the disbursement of your funds.

Applying an Early Withdrawal Adjustment may significantly reduce the return on your Deposit, and in some cases may result in the reduction of your balance. Please contact us if you have any questions on Early Withdrawal.

#### Will my return be impacted if I withdraw before the Maturity Date?

If you request Early Withdrawal of your Deposit and if, in our discretion, we agree to your request, we may apply an Early Withdrawal Adjustment. An Early Withdrawal Adjustment can be broken into two factors; a Reduced Rate and a Replacement Cost.

The **Reduced Rate** will apply to the amount to be withdrawn for the actual period it was invested for. The impact of a Reduced Rate is an adjustment of the total amount of interest and is calculated by applying the difference between your original interest rate and the Reduced Rate (to the amount withdrawn) for the actual period of your investment.

The **Replacement Cost** is determined by us in a commercially reasonable manner at the time of your request for Early Withdrawal with reference to:

1. current market interest rates at the time of your request;
2. the remaining applicable interest rate of your Deposit; and
3. the amount being withdrawn.

A Replacement Cost will only be applied if current market interest rates, based on the remaining Term from which you are withdrawing part or all of your Deposit, are greater than the interest rate remaining on your Deposit.

If in our discretion we agree to your request, you will receive a quote containing our calculations of the Reduced Rate and Replacement Cost and the proposed adjustment on the total amount of interest and principal (if applicable) applying to your Deposit (Early Withdrawal Adjustment). If you are satisfied with this quote, you will need to confirm your acceptance with our Representative.

Applying an Early Withdrawal Adjustment may significantly reduce the return on your Deposit, and in some cases may result in the reduction of your balance. With this in mind, please consider your circumstances carefully when selecting the terms of your Deposit.

No Early Withdrawal Adjustment will be applied if your Deposit is repaid prior to the Maturity Date due to your death or in the case of hardship.

#### Notice Period.

A Notice Period will apply to all Deposits where the term is 31 days or longer. You must give us at least 31 days' notice to make a full or partial withdrawal for disbursement of funds. The 31 day Notice Period starts on the day (Sydney time) that we receive your withdrawal request. We will make payment to you on the next Sydney Business Day after the Notice Period ends.

#### Scenarios.

The scenarios illustrate in more detail how the Early Withdrawal Adjustment is calculated in the case of an Early Withdrawal. The examples are for illustrative purposes only and use interest rates and figures selected to demonstrate relevant principles. Actual interest rates and figures will vary according to specific circumstances.

In line with the factors mentioned above, we will first determine the interest rate you would have received for the actual period of your investment if you had originally chosen this earlier maturity (Reduced Rate). We will then look at the impact of the time remaining until maturity, the applicable current market rates, and the balance (Replacement Cost). There will only be an impact from Replacement Costs on your Deposit if market rates have risen.

## Scenario 1 - Reduced Rate and no Replacement Cost.

On 2 March 2020, you establish a 1-year Deposit for \$3,000,000, with a Fixed Rate of 4.00% per annum (paid quarterly), which amounts to a quarterly interest payment of \$30,000. On 2 July 2020, you request a full withdrawal of your Deposit, which we subsequently approve.

### When would my funds be repaid?

A Notice Period of 31 days applies to your withdrawal, so your withdrawn funds will be made available on 2 August 2020 (the next Sydney Business Day after the Notice Period ends). This means that the actual period you have invested for is 5 months and the time remaining until maturity is 7 months.

### How would the return on my investment be impacted?

To assess whether an Early Withdrawal Adjustment will apply and the resultant impact to your investment, we will calculate the impact of the Reduced Rate and Replacement Cost.

To calculate the impact from the Reduced Rate, we will first determine the rate you would have received for the actual period of your investment (i.e. 5 months) if you had originally chosen this earlier maturity. Assume the 5-month Fixed Rate when you opened your Deposit was 3.00% per annum (i.e. 1.00% per annum less than your Fixed Rate). The impact of the Reduced Rate on your interest is 1.00% per annum.

Now we will have a look at the impact (if any) of the Replacement Cost of withdrawing your funds with us. As mentioned above, the time remaining until maturity is 7 months and the amount for the withdrawal is \$3,000,000.

Assume that the applicable market interest rate for the time remaining until maturity (7 months) is 3.50% per annum (i.e. 0.50% per annum lower than your Fixed Rate). As the market interest rate is lower than your Fixed Rate, there is no Replacement Cost applicable to your Early Withdrawal.

As a result, the Early Withdrawal Adjustment is 1.00% per annum (impact of the Reduced Rate only).

This represents your interest adjustment and amounts to \$12,500  
(1% per annum  $\times$  \$3,000,000  $\times$  5 months / 12 months).

Since your last quarterly interest payment and up to 2 August 2020 \$20,000 of interest has been accrued based on your original deposit terms. On 2 August 2020 (the date when your withdrawn funds will be made available), we will therefore return your Principal Amount plus the accrued interest less the interest adjustment (i.e. \$3,000,000 + \$20,000 - \$12,500 = \$3,007,500).

## Scenario 2 - Reduced Rate and Replacement Cost.

On 2 February 2020, you establish a 3-year Deposit for \$1,000,000, with a Fixed Rate of 5.00% per annum (paid annually), which amounts to an interest payment of \$50,000 per annum. On 2 January 2021, you request a full withdrawal of your Deposit, which we subsequently approve.

### When would my funds be repaid?

A Notice Period of 31 days applies to your withdrawal, so your withdrawn funds will be made available on 2 February 2021 (the next Sydney Business Day after the Notice Period ends). This means that the actual period you have invested for is 1 year and the time remaining until maturity is 2 years.

### How would the return on my investment be impacted?

To assess whether an Early Withdrawal Adjustment will apply and the resultant impact to your investment, we will calculate the impact of the Reduced Rate and Replacement Cost.

To calculate the impact from the Reduced Rate, we will first determine the rate you would have received for the actual period of your investment (i.e. 1 year) if you had originally chosen this earlier maturity. Assume the 1-year Fixed Rate when you opened your Deposit was 4.50% per annum (i.e. 0.50% per annum less than your Fixed Rate). The impact of the Reduced Rate on your interest is 0.50% (1 year of 0.50% per annum).

Now we will have a look at the impact and calculate (if any) the Replacement Cost of withdrawing your funds with us. As mentioned above, the time remaining until maturity is 2 years and the amount for the withdrawal is \$1,000,000.

Assume that the applicable market interest rate for the time remaining until maturity (2 years) is 6.00% per annum (i.e. 1.00% per annum higher than your Fixed Rate). In this case, there is a Replacement Cost applicable because we have to replace this part of your deposit at a higher rate in the market. The cost of this replacement amounts to 2.00% (2 years of 1.00% per annum).

The combined impact of the Early Withdrawal Adjustment for this withdrawal is now made up of the impact of the Reduced Rate (i.e. 0.50% or 0.50% per annum for the 1 year period you are now invested), plus the impact of the Replacement Cost (i.e. 2.00% or 1.00% per annum for the 2 years you are no longer invested for). Therefore, the total Early Withdrawal Adjustment amounts to 2.50% (or 1.25% per annum). Nominally, this Early Withdrawal Adjustment amounts to \$25,000 (1.25% per annum × \$1,000,000 × 2 years).

We will recover the Early Withdrawal Adjustment of \$25,000. Up to 2 February 2021 you had accrued \$50,000 of interest based on your original deposit terms. On 2 February 2021 (the date when your withdrawn funds will be made available), we will return your Principal Amount plus the accrued interest less the Early Withdrawal Adjustment (i.e. \$1,000,000 + \$50,000 – \$25,000 = \$1,025,000).

### **Scenario 3 - Reduced Rate and Replacement Cost resulting in reduction of balance.**

On 2 February 2020, you establish a 2-year Deposit for \$2,000,000, with a Fixed Rate of 1.00% per annum (paid annually), which amounts to an annual interest payment of \$20,000. On 2 January 2021, you request a full withdrawal of your Deposit, which we subsequently approve.

#### **When would my funds be repaid?**

A Notice Period of 31 days applies to your withdrawal, so your withdrawn funds will be made available on 2 February 2021 (the next Sydney Business Day after the Notice Period ends). This means that the actual period you have invested for is 1 year and the time remaining until maturity is also 1 year.

#### **How would the return on my investment be impacted?**

To assess whether an Early Withdrawal Adjustment will apply and the resultant impact to your investment, we will calculate the impact of the Reduced Rate and (if any) the Replacement Cost.

To calculate the impact from the Reduced Rate, we will first determine the rate you would have received for the actual period of your investment (i.e. 1 year) if you had originally chosen this earlier maturity. Assume the 1-year Fixed Rate when you opened your Deposit was 0.75% per annum (i.e. 0.25% per annum less than your Fixed Rate). The impact of the Reduced Rate on your interest is 0.25% (1 year of 0.25% per annum).

Now we will have a look at the impact and calculate (if any) the Replacement Cost of withdrawing your funds with us. As mentioned above, the time remaining until maturity is 1 year and the amount for the withdrawal is \$2,000,000.

Assume that the applicable market interest rate for the time remaining until maturity (1 year) is 3.00% per annum (i.e. 2.00% per annum higher than your Fixed Rate). In this case, a Replacement Cost is applicable because we have to replace this part of your deposit at a higher rate in the market. The cost of this replacement amounts to 2.00% (1 year of 2.00% per annum).

The combined impact of the Early Withdrawal Adjustment for this withdrawal is now made up of the impact of the Reduced Rate (i.e. 0.25% or 0.25% per annum), plus the impact of the Replacement Cost (i.e. 2.00% or 2.00% per annum) for the 1 year you have invested for. Therefore, the total Early Withdrawal Adjustment amounts to 2.25% (0.25% Reduced Rate + 2.00% Replacement Cost).

Nominally, this Early Withdrawal Adjustment amounts to \$45,000 (2.25% per annum × \$2,000,000). Up to 2 February 2021 you had accrued \$20,000 of interest based on your original deposit terms. On 2 February 2021 (the date when your withdrawn funds will be made available), we will return your Principal Amount plus the accrued interest less the Early Withdrawal Adjustment (i.e. \$2,000,000 + \$20,000 – \$45,000 = \$1,975,000).

Note in this scenario, because the market interest rate for the remaining term had risen significantly, the impact of the Replacement Cost is large, and you would have earned a negative rate of return on your investment by requesting an Early Withdrawal. With this risk in mind it is important to consider your circumstances carefully when selecting the terms of your Deposit and understand that Deposits are designed to be held to maturity.

## **3.1 No Cooling Off.**

There is no cooling-off regime which applies to Westpac Institutional Bank Term Deposits. You cannot cancel or revoke your application for a Westpac Institutional Bank Term Deposit.



## 4. How do Westpac Institutional Bank Term Deposits work?

Westpac Institutional Bank Term Deposits cannot be used as a transaction account because you are entitled to only make one deposit (when you open the Deposit) and one withdrawal (at the Maturity Date of your Deposit) during the Term (subject to Early Withdrawal, if permitted).

Fixed Rate Term Deposits are fixed interest deposits. The interest rate is fixed at the Commencement Date of the Deposit and will apply for the whole of the Term.

Westpac offers fixed terms for between 7 days and 5 years.

### 4.1 Interest.

Interest is calculated daily on the balance of the Deposit at the end of each day, including the Commencement Date and the day of withdrawal. Interest on your Deposit will be credited to your nominated account either monthly, quarterly, semi-annually, annually or at maturity as agreed between you and Westpac. Any interest credited to your nominated account is typically available for your use on the next Business Day after it has been credited to that account.

#### Interest rate payable on Fixed Rate Term Deposits.

The interest rate payable on this Deposit is fixed for the entire Term of the Deposit (subject to Early Withdrawal, see section 3). You may obtain our current rates at any time by calling the telephone number of the Investments & Deposits team listed on the inside cover of this document. The actual interest rate which applies to your Deposit will also be set out in the Confirmation Notice Westpac sends you shortly after the Deposit is locked in.

#### How interest is calculated.

Interest is calculated daily, at the end of each day including the Commencement Date and the day of withdrawal. Interest is paid as frequently as is agreed between yourself and Westpac, but usually either at maturity for terms of less than 12 months or monthly, quarterly, semi-annually or annually (in arrears) for terms of 12 months or greater.

Interest is calculated using the following formula:

$$\frac{\text{Daily Closing Balance}}{365} \times \frac{\text{Fixed Interest Rate}}{100}$$

Westpac will not accept deposits or make payments that fall due on a non-Business Day. All payments and maturities will occur on the next Business Day.

### 4.2 Where interest is credited.

Generally, interest will be credited directly to your nominated account. You may instruct Westpac to credit interest to another transaction account (in the same name) that you hold with either Westpac or another Australian bank, provided Westpac holds those instructions prior to the interest payment date or the Maturity Date.

### 4.3 Renewal of your Deposit.

If, at the end of the Term of your Deposit, you would like to reinvest your Deposit for another fixed period, you must notify Westpac before the end of the fixed Term. A Financial Markets Dealer or your Westpac Representative will attempt to contact you on the day of your deposit maturity in order to gain your instructions.

You can renew your Deposit for any Term offered by Westpac between 7 days and 5 years for any Principal Amount of AUD50,000 or more.

If you renew your Deposit, the interest rate applicable to the renewed Deposit will be set on the Maturity Date of your maturing Deposit. This interest rate will apply to the renewed Deposit for the Term you select on renewal and appear on your Confirmation Notice.

If we have not received any instructions from you regarding your maturing Deposit by 3.00 pm Sydney time on the Maturity Date, then you agree that we will renew the Deposit for one Business Day at a Fixed Rate interest rate which is determined by us on each Business Day, continuing on a daily basis until we receive your instructions. We will send a Confirmation Notice each Business Day the Deposit is renewed in these circumstances which will set out the interest rate applicable for that day.

If you provide us with instructions not to renew your Deposit, you will receive the balance of your Deposit (your initial deposit plus any interest earned that has not already been paid to you) after the Maturity Date of your Deposit.

All responsibility rests with you to contact Westpac and give current trade instructions (maturity/roll-over) for all Deposits. Westpac accepts no responsibility for circumstances stemming from a one day extension if no instructions are given.

## 4.4 Communications regarding your Deposit.

Statements, notices and other information relating to your Deposit are sent to you by email to the most recent email address you have supplied to us. You:

- a. must regularly check to see if you have received any emails from us;
- b. must maintain and check your electronic equipment through which you receive email and your email address regularly to ensure it is always capable of receiving an email;
- c. are responsible for printing or saving important information – and we strongly recommend that you do so;
- d. must ensure you notify us of any change in your email address or any changes to your contact details as soon as possible; and
- e. should not reply to these communications as they are automatically system generated.

You may request a paper copy of any statement, notice or other information relating to your Deposit provided to you by email or in electronic form within 6 months from the date of receipt of a statement or electronic communication.

You may cancel your authorisation to receive statements, notices or other information relating to your Deposit by email at any time by contacting us.

You may receive:

- Confirmation Notices;
- Maturity Advices;
- Payment advices;
- Tax statements.

You will receive a Confirmation Notice of your Deposit shortly after the Deposit is opened (unless instructed otherwise) and will receive a Maturity Advice 5 Business Days prior to your maturity.

If we send you statements, we will send them as frequently as agreed between you and us. If you want more frequent statements, you may request this from us by calling the telephone number of the Investments & Deposits team on the inside cover of this document.

You should check the entries on your statements, advices and Deposit notices carefully and promptly report any errors to us.

## 4.5 Deposits ‘held as security’ or ‘restricted’.

In certain circumstances a Deposit may be ‘held as security’ for the performance of customer obligations, such as where Westpac has provided financial accommodation to a customer. While this ‘held’ status is applied, no funds can be released from the Deposit early or at maturity and only interest can be paid at maturity. Once Westpac, in its absolute discretion, has determined that the Deposit no longer requires the ‘held as security’ status to be applied, this status can be removed and the Deposit can be released.

In certain circumstances a Deposit could also be ‘restricted’, which can occur for a number of reasons including but not limited to circumstances where receivership and/or liquidation processes have begun. In this case neither interest nor principal may be paid. Westpac will only remove this status where it meets our policy requirements.

When a ‘held as security’ or ‘restricted’ status is removed from a Deposit and the Deposit has not reached its Maturity Date, any request for Early Withdrawal will be dealt with in accordance with the conditions outlined in section 3 *Early Withdrawal*.

If a Deposit is ‘held as security’ or ‘restricted’ beyond its original Maturity Date, we will calculate and pay interest on a daily basis on the Deposit as set out under section 4.1.

Speak to your Westpac Representative or the Investments & Deposits team if this applies to you.

## 4.6 Telephone applications.

This section applies to communications with a Financial Markets dealer only.

The Deposit products outlined in these terms and conditions are able to be entered into verbally over the telephone. Once we have reached an agreement, both you and Westpac are bound by the terms of the Deposit. This covers all features of the Deposit including interest rates, Principal Amount, maturity and commencement dates. Information regarding conversations with us over the telephone are set out in the section titled *Telephone conversations*.

## 4.7 Westpac Corporate Online.

Specific terms and conditions govern Corporate Online, the access methods for Corporate Online and the security of the digital certificate. Corporate Online is only available to view and create an Australian dollar Fixed Rate Term Deposit. Please contact Corporate Online administration on the number listed on the inside cover of this document or the Investments & Deposits team if you have any queries.

## 4.8 Trust Deposits.

You must tell us if you open a Deposit as trustee and give us the full name of the trust. You must also provide us with a copy of the document creating the trust. If you are the trustee(s) of a trust then:

- a. you warrant that you are the only trustee(s) of the trust, the trust is validly constituted and you as trustee(s) have power to enter into these terms and conditions; and
- b. you agree to comply with your duties as trustee(s).

## 4.9 Your instructions to us.

By submitting an application for a Deposit, you are agreeing that, if you choose to provide any instructions via email or telephone:

- you will provide each instruction in a form satisfactory to us;
- you accept the risks associated with using email or telephone to provide your instructions (including the risks of unauthorised third parties intercepting, viewing, listening to or altering your instructions);
- we are not responsible for ensuring that your communications with us are secure and we will not be liable to you for any failure to keep them secure;
- we are not required to verify the authenticity or accuracy of any instruction that is or purports to have been sent to us from you, and we are allowed to act on any directions contained in that instruction, even if they were initiated or transmitted fraudulently or by mistake, or interfered with before or in the course of transmission;
- we are not required to, but may in our absolute discretion defer action with respect to all or part of any instruction pending further inquiry or confirmation;
- you will release us from, and indemnify us against, all claims, losses, damages, costs and expenses howsoever arising in consequence of, or in any way related to, us acting in accordance with all or part of any instruction or exercising our discretion to defer acting on any instruction, unless (and only to the extent that) we have acted fraudulently or been grossly negligent;
- you may not treat any instruction you have sent by email to us as received until you have received a return email from us expressly acknowledging receipt of that instruction (any automatic or system generated acknowledgment is not a return email for this purpose); and
- if you authorise someone else to act on your behalf, any instructions we receive from them via email or telephone will also be governed by the above terms.

## 4.10 Cut off times.

Instructions to establish a Deposit on the same Business Day must be received by 3.00 pm Sydney time, if instructions are received after this time the opening of a new Deposit on the same Business Day cannot be guaranteed. Where you are remitting funds to us via a non-Westpac financial institution you must ensure these funds are received on the same day as the Commencement Date, otherwise we may reduce the interest rate to reflect costs incurred by us as a result of not receiving the Deposit on the same Business Day, or the Commencement Date of the Deposit will be deferred until the next Business Day or until the funds are cleared.

We must receive renewal or maturity instructions by 3.00 pm Sydney time for same day processing. Where this does not occur we will extend the Deposit by one Business Day, continuing until we receive your instructions (Refer to section 4.3 *Renewal of your Deposit*).

Our available settlement methods are:

- SWIFT;
- RTGS;
- Austraclear.

## 4.11 How to apply for a Deposit.

To apply for a Deposit:

- ensure you have read and understood these terms and conditions;
- talk to your Westpac Representative to confirm your eligibility for the Deposit;
- Determine:
  - the amount of your Deposit (subject to a minimum Principal Amount of AUD50,000);
  - the Term of your Deposit (subject to the minimum and maximum Term of investment set out in the table in section 1.2 *Product features*);
  - the interest payment frequency (monthly, quarterly, semi-annually, annually or at maturity);
- Contact us by telephone on the details listed on the inside cover of this document or contact your Westpac Representative;
- If Westpac accepts your Deposit, we will send you a Confirmation Notice outlining the commercial terms of your Deposit. Westpac has the right, in its absolute discretion, to not accept your application for any reason;
- When you open a Deposit with us, you may quote us your relevant Australian Business Number ('ABN') or an exemption if it applies. Quotation is not compulsory, but tax may be taken out of your interest if you do not quote your ABN or an exemption;
- General information about ABNs is set out in section 5.4 *Providing Westpac with your Tax File Number ('TFN') or ABN*.

## 5. General information

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

#### 5.1 What we need from you.

In order to enter into a Deposit with you, we'll need some important details from you. Depending on the legal nature of you or your business (company, trustee, partnership etc) you will be required to provide certain documents and information to us.

**If this is your first account with us:**

Under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* ('AML/CTF Laws') 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) (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](https://westpac.com.au/aml)

If the account holder or any of the signatories to an account are not identified in terms of the AML/CTF Laws, 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 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 Deposit 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 a Deposit); and
- you and your Deposit 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.

Applications for and the terms of a Deposit 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. However, we will not enter into any Deposit transaction over the telephone unless the conversation is recorded.

## How we will communicate with you.

By submitting an application for a Deposit you agree that we may send you email messages to an email address that you have provided to us which may contain documents and information about your Deposit (such as updates or replacements of disclosure documents and account statements), or tell you how you can access such documents or information through our website. It is your responsibility to regularly check your email messages and make sure that we have your current email address. In addition, if a Deposit is jointly held, each holder separately agrees:

- a. Westpac may and is authorised to send communications (whether confirmations or other notices in relation to the deposit) to either email address (or other address if requested) notified to it by either deposit holder;
- b. to appoint the other holder as agent to receive such communications on its behalf; and
- c. agrees to pass on any communications it receives from Westpac to the other holder.

If you would prefer not to receive communications from us by email, please contact us and we will send you paper copies of the relevant documents and information instead.

If the Deposit is jointly held, and both holders agree, then Westpac will send paper copies of confirmations to one address notified to it.

## 5.2 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 cover of this document or via your Relationship Team.

### What to do if you are 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](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Phone: 1800 931 678

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

## 5.3 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](http://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 terms and conditions, 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](https://westpac.com.au/privacy/privacy-statement) (as updated from time to time).

## 5.4 Providing Westpac with your Tax File Number ('TFN') or ABN.

Westpac is required to report details of income earned, withholding tax deducted and TFNs quoted on an account, to the Australian Taxation Office ('ATO') annually. The collection of TFNs and their use and disclosure are strictly regulated by the *Privacy Act 1988* (Cth) and the *Tax Administration Act 1953* (Cth).

When you invest in a Westpac Institutional Bank Term Deposit, you may provide your TFN or your ABN. This is because accounts that earn interest are subject to the Pay-As-You-Go ('PAYG') withholding rules.

- If the investment is made in the course of an enterprise (that is, business activities), you may provide an ABN as an alternative to your TFN.
- For joint accounts, the ATO requires a minimum of two TFNs or ABNs (one each) from the account holders.
- If a formal trust is established and a trustee makes the investment, the trustee may quote the TFN of the trust.

Provision of a TFN or ABN is not compulsory. However, if you choose not to provide a TFN or ABN, then we may withhold tax unless you provide an exemption. You will need to tell us the type of exemption you are claiming. Those eligible include:

- trustees of self-managed superannuation funds paying an account based pension; and
- companies or unincorporated associations that are exempt from lodging tax returns and do not have TFNs (for example, charitable, social and non-profit organisations).

## Non-resident withholding tax.

If you are not a resident of Australia for tax purposes, we will be obliged to deduct withholding tax from your gross interest unless you provide evidence of an entitlement to any benefits under a double tax agreement with Australia.

## 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.

## 5.5 Financial Claims Scheme.

You may be entitled to payment under the Australian Government's Financial Claims Scheme. Payments under the Financial Claims Scheme are subject to a limit for each depositor for eligible deposits held with us, which include deposits branded in the name of Westpac, St.George Bank, Bank of Melbourne and BankSA. Information about the Financial Claims Scheme can be obtained from [apra.gov.au](https://apra.gov.au).

## 5.6 Changes to these terms and conditions.

We may change the terms and conditions which apply to the Westpac Institutional Bank Term Deposits.

Typically, we will not make changes to the terms and conditions of a Deposit during its Term. However, we reserve the right to make such changes to the terms and conditions during the Term of a Deposit if such change(s), as determined by us, is/are required: to immediately restore or maintain the security of our systems or of individual accounts, by (or to comply with a change in) an applicable law or regulation or government policy, or, to comply with an order of a court with appropriate jurisdiction.

We will provide you with a copy of the current terms and conditions which apply to Westpac Institutional Bank Term Deposits if they have changed since the last time you held the product. When you make an application for a Westpac Institutional Bank Term Deposit you are agreeing to the latest version of these terms and conditions. We will always let you know if, for any reason, the terms and conditions of your Deposit change during its term.

We may notify you of any of the changes outlined above or to interest rates either by electronic device or communication (such as email), or by making particulars of changes available at our web site – [westpac.com.au](https://westpac.com.au). You may, at any time, vary the electronic device or communication method you have nominated.

## 5.7 Law and jurisdiction.

These terms and conditions are governed by the laws of the State of New South Wales.

### Assignment.

You may not at any time assign or transfer any right, title or interest in your Deposit without Westpac's prior consent.

## 5.8 Miscellaneous.

If any provision of these terms and conditions is, or becomes, illegal, invalid or unenforceable in any jurisdiction, this will not affect:

- a. the validity or enforceability in that jurisdiction of any other provision of these terms and conditions; or
- b. the validity or enforceability in other jurisdictions of that or any other provision of these terms and conditions.

Our rights under these terms and conditions:

- a. may be exercised as often as necessary;
- b. are cumulative and not exclusive of our rights under any applicable law; and
- c. may be waived only in writing and specifically.

Any delay in the exercise or non-exercise of any such right is not a waiver of that right.

No mortgage, charge or other security interest may be granted over or in respect of any Deposit other than in our favour.



This page has been left blank intentionally

This page has been left blank intentionally

# We're here to help

## Investments & Deposits.

🏠 Level 3, 275 Kent Street  
Sydney NSW 2000

☎ 02 8253 4476  
(between 8.00 am and 5.00 pm,  
Monday to Friday on Business Days)

or contact your Westpac Representative

✉ [WIBMoneymarkets@westpac.com.au](mailto:WIBMoneymarkets@westpac.com.au)

☎ Corporate Online: 1300 134 291

## Institutional Sales Sydney.

🏠 Level 3, 275 Kent Street  
Sydney NSW 2000

☎ 02 8254 2744

## Institutional Sales Melbourne.

🏠 Level 6, 150 Collins Street  
Melbourne VIC 3000

☎ 03 8601 4901

