

# SUPPLEMENTARY TERMS & CONDITIONS

## platinum cash management account

Guaranteed (S31)

issued 19 February 2010 by



**wide bay australia LTD**

ABN 40 087 652 060 AFSL No. 239686

**These changes relate to Part 4 “Government Guarantee” of the Terms & Conditions (effective 10 December 2008) relating to Cash Management Accounts and should be read in conjunction with that information.**

The Australian Government has announced that the Guarantee Scheme, whereby a guarantee was available on certain deposits upon payment of a Government Guarantee Fee, will close to new applications from 31 March 2010.

As a result of this change Wide Bay Australia is unable to accept new deposits to the Platinum Cash Management Account - Guaranteed (S31) after 31 March 2010.

Existing deposits in the Platinum Cash Management Account - Guaranteed (S31) will continue to be guaranteed for up to 67 months (5 years plus a claims period) after 24 March 2010 OR until withdrawn by the IPP investing client.

However, the guaranteed holdings of the IPP investing client in the Platinum Cash Management Account - Guaranteed (S31) will be capped at their guaranteed balance as at 31 March 2010.

The Wide Bay Australia Platinum Cash Management Account (S30) is not affected by this change.

**Please note that deposit balances totalling up to and including \$1million per Wide Bay Australia customer continue to be guaranteed up until 12 October 2011 regardless of these changes.**



# platinum cash management accounts

## TERMS & CONDITIONS

### ***investing in a*** **wide bay australia platinum cash management account »**

The Wide Bay Australia Platinum Cash Management Accounts (the 'Accounts') are accounts we make available to Investment Platform Providers (IPP). These Accounts are not available directly to clients of IPP's or Wide Bay Australia Ltd ('Wide Bay') retail customers. The Accounts are only available where Wide Bay has made arrangements with an IPP.

Where an IPP places funds on deposit in an Account, the IPP is the holder of the Account and the Account is held by the IPP in trust for its clients who wish to invest by making deposits into these Accounts.

Clients investing in these Accounts through an IPP do not hold a deposit with Wide Bay, and do not directly receive income from, or communications about these Accounts or their deposit directly from Wide Bay.

Although clients of the IPP do not directly hold an Account, these Terms and Conditions are made available to an IPP and to persons who are considering investing by making a deposit to these Accounts through an IPP.

Clients who would like to know more about these Accounts should read these Terms and Conditions carefully and contact their financial advisor or IPP if they require further information. In providing these Terms and Conditions, Wide Bay has not considered the personal objectives, financial situation or needs of individual depositors investing in these Accounts through an IPP.

## 1 important information about our terms & conditions »

These Terms and Conditions are issued by Wide Bay Australia Ltd (AFSL No. 239686, ABN 40 087 652 060) and are effective from 10th December 2008.

Information included in these Terms and Conditions may change from time to time. You may obtain an updated copy from your financial advisor or IPP or by visiting the IPP's website where you can download the most current version. Unless required by law, we will not provide written notification to an IPP or to an individual depositor of changes to these Terms and Conditions.

These Terms and Conditions are an important document that contains information about the Accounts. You should read these Terms and Conditions carefully together with any additional terms and conditions that may apply to these Accounts.

Any reference in these Terms and Conditions to any law also includes any regulation, by-law or ordinance relating to that law and any amendments or replacements of that law.

Upon application to make a deposit to an Account, the IPP and the individual depositor accepts and agrees to be bound by these Terms and Conditions.

Subject to the law, we can change, add to, delete or vary these Terms and Conditions at any time.

## 2 platinum cash management accounts summary »

<b>Account types</b>	<b>Platinum Cash Management Account (S30)</b> <b>Platinum Cash Management Account - Guaranteed (S31)</b>
<b>Accounts can be opened by</b>	these Accounts can only be opened by an Investment Platform Provider by arrangement with Wide Bay
<b>Invest in these Accounts by</b>	contacting an Investment Platform Provider (or IPP Financial Advisor) who holds these Accounts with Wide Bay
<b>Terms</b>	deposits are available 'on call' - there is no fixed term
<b>Interest rate</b>	the interest rate is variable - interest is calculated at the current interest rate on the closing daily balance - interest rates are published on the IPP's website or are available daily by calling Wide Bay Australia Corporate Treasury on <b>1800 808 091</b> and requesting 'Platinum Daily Cash Management Rates'
<b>Minimum / maximum deposit</b>	as determined by Wide Bay and your IPP
<b>Interest payment</b>	interest is paid monthly (or as otherwise agreed from time to time with an IPP)
<b>Branch access</b>	no access
<b>Cheque and electronic banking services</b>	Wide Bay does not make these banking services available to individual depositors who invest in these Accounts
<b>Statements</b>	Wide Bay does not make statements available to individual depositors who invest in these Accounts

## 3 fees and charges »

There are no account service fees or transaction fees payable to Wide Bay on deposits made to these Accounts.

Wide Bay can introduce, change or remove fees and charges that apply on the Accounts at anytime. We will comply with any laws in changing or charging the fees and charges.

## 4 government guarantee »

On 12 October 2008, the Commonwealth of Australia announced arrangements for an Australian Government Deposit Guarantee for deposits held with eligible Authorised Deposit taking Institutions (ADI's) - including Wide Bay.

Generally, deposits up to \$1million held by a legal entity with Wide Bay are automatically covered by the Guarantee at no charge to the customer. Under normal circumstances, Wide Bay depositors whose deposits exceed the \$1million threshold per legal entity can elect to pay a Government Guarantee Fee to guarantee the funds over the \$1million threshold.



## 4 continued

Taking the Government's Guarantee criteria into consideration:

- Wide Bay has arranged for all deposits in the **Platinum Cash Management Account - Guaranteed (S31)** - to be covered by the Guarantee.

The Guarantee arranged by Wide Bay for this Account covers all deposits (regardless of deposit amount) made by an IPP's investing client into this Account.

There will be no fee charged by Wide Bay for this Guarantee, however you should be aware that the interest rate applicable to the Platinum Cash Management Account - Guaranteed (S31) is lower than the Platinum Cash Management Account (S30).

- Wide Bay has **not** arranged for deposits in the **Platinum Cash Management Account (S30)** - to be covered by the Guarantee.

Clients investing in this Account through an IPP are only covered by the automatic Guarantee up to the \$1million threshold per legal entity per institution.

If a client of an IPP has other deposits invested with Wide Bay they should consider the total amount they have on deposit with Wide Bay when determining the application of the \$1million automatic Guarantee threshold per legal entity per institution.

If a client of an IPP is unsure as to whether or not funds they hold with Wide Bay exceed \$1million for the purpose of calculating the \$1million Guarantee threshold they should contact Wide Bay or their IPP financial advisor.

The terms of the Government Guarantee may change. The Government has indicated that they will review the Guarantee on an on-going basis and revise if necessary. Wide Bay may also amend these terms and conditions. Where these alterations affect the Guarantee, Wide Bay will communicate these changes to the IPP in writing.

## 5 applying for platinum cash management accounts »

- The Platinum Cash Management Accounts we make available under these Terms and Conditions are on-call investment accounts. They are deposit accounts that allow an investor to earn competitive rates of interest without locking funds into a fixed term.
- Interest rates applicable to the Accounts are variable. Interest will be paid monthly. The IPP accepts deposit instructions in trust for a depositor and arranges to invest and manage the deposit with Wide Bay according to the instructions they receive.
- In managing the deposit, the IPP administers the deposit on the depositor's behalf including any legal disclosures and requirements.
- Wide Bay may refuse to accept any deposit and may set maximum or minimum amounts for deposits.
- The deposit will be remitted to the IPP upon authorisation from the IPP.

## 6 product risks »

- Interest rates applicable to the Platinum Cash Management Accounts are variable. Wide Bay determines the applicable interest rate which is subject to change without notice. If we quote an interest rate, the rate may be different if the deposit is not made within the period for which the quoted rate is valid.
- Wide Bay has not considered the risk that these types of accounts may not suit an individual depositor's particular objectives, financial situation or needs.



## 7 interest »

- Interest rates are annual percentage rates calculated on the assumption of a 365 day year (even in a leap year).
- Interest is calculated and paid on daily account balances up to but not including the day of withdrawal.
- Interest is calculated for the whole balance at the rate of interest that applies to the daily full account balance. The following formula is used:

$$a\% = \text{interest rate} \quad \frac{\text{whole balance}}{365} \quad X \quad \frac{a}{100} \quad = \quad Z$$

Z = amount of interest accrued daily on your Platinum Cash Management Account.

- Interest is credited at the end of each calendar month.

## 8 authority to operate »

The IPP may nominate person/s as an Authority to Operate and specify the number of required authorised signatories on a Platinum Cash Management Account by completing an 'Account Application' form and other relevant forms and identification as required by Wide Bay and the Anti-Money Laundering & Counter-Terrorism Financing (AML/CTF) Act 2006.

An Authority to Operate provides instructions to Wide Bay including :

- to set up deposits and agree to term and interest conditions;
- to perform withdrawals / transfers on the Account (allowing for required number of authorised signatories);
- to make electronic debits from the Account;
- to obtain information about the Account balance and history;
- to arrange access to the Account through internet banking;
- to close the Account;
- other instructions as agreed between Wide Bay and the IPP from time to time.

An Authority to Operate will remain in force until we receive written notice of cancellation from the IPP.

The IPP must provide written instructions promptly if an Authority to Operate on the Account changes name, signature, residential or postal address or phone number.

## 9 instructions by electronic means »

Wide Bay, at our absolute and sole discretion, may accept instructions to operate on an Account sent to us by the IPP's nominated Authority/s to Operate, by electronic means (facsimile or any other electronic form of transmission agreed by Wide Bay).

If we do accept instructions by electronic means, the IPP agrees :

- to bear all the risks associated with any unauthorised or fraudulent instruction where the instruction appears to have been given by the IPP's Authority/s to Operate; and
- Wide Bay is entitled to rely upon and act upon any instruction that appears to have been given by the IPP's Authority/s to Operate; and
- to release Wide Bay from and indemnify us against all claims, losses and liability arising from Wide Bay following any instruction (even if unauthorised or fraudulent) or not acting on any instruction provided that this release and indemnity does not apply in cases of Wide Bay and it's employees/authorised representatives - fraud, willful default or recklessness.



## 10 *confirmations and other communications* »

Each time a deposit is credited to a Platinum Cash Management Account, Wide Bay will provide confirmations as agreed between an IPP and Wide Bay.

When Wide Bay gives an IPP written notice, we will send it by the delivery method agreed between Wide Bay and the IPP to the contact address/number provided by the IPP. Except where it contravenes a law or code to which Wide Bay is bound, notice will be deemed to have been received by the IPP on the date it would normally have been delivered by this method.

The IPP should check the account confirmation and any other information we give them carefully and promptly report any error or unauthorised transaction to us.

## 11 *adjustment of debits and credits to the account* »

Wide Bay will credit payments to an Account as soon as practicable after we receive them. This is not necessarily the same day that we receive the payment.

We may subsequently adjust debits and credits to an Account and the balance of an Account, so as to accurately reflect the legal obligations between the IPP and Wide Bay. If we do this we may make consequential changes (including to the interest on an Account).

## 12 *errors, mistakes and unauthorised transactions* »

If an error is detected or if the IPP believes that a transaction was not authorised or if an amount is credited to an account that the IPP is not entitled to, the IPP must notify us as soon as they become aware of the transaction. Where monies have been transferred by an IPP to another account in error or by mistake, the IPP is solely responsible in relation to correction of that error and any resulting loss.

Where monies have been transferred to an Account by someone else in error, Wide Bay may:

- in our sole and absolute discretion disclose to the payer, the name and number of the Account where the monies have been incorrectly credited;
- in the event of a dispute, Wide Bay may pay the funds to a Court pending resolution of any dispute;
- in our sole and absolute discretion, on forming a reasonable opinion that an Account has been incorrectly credited in error, freeze that amount in the Account or reverse those funds from the Account or deduct the amount of those monies from the Account.

We are not responsible for any loss suffered due to errors, inaccuracies or omissions in relation to authorised but mistaken instructions given to Wide Bay for the operation of an Account.

We will comply with the requirements of any law or code to which Wide Bay is bound or scheme applying to any disputed transaction.

## 13 *appropriate use of our services* »

The IPP warrants that their use of the services we provide will not breach any law of Australia or any other country.

Where Wide Bay considers it necessary for us to meet our regulatory and compliance obligations:

- the IPP must provide us with any information we reasonably request; and
- we will disclose information we hold to regulatory and law enforcement agencies, other financial institutions, third parties; and
- we may delay, block or refuse to provide any of our services.



## 14 **privacy** »

Wide Bay complies with the Privacy Act 1988 including the National Privacy Principles. Wide Bay's Privacy Policy may be viewed at [www.widebayaust.com.au](http://www.widebayaust.com.au) or a copy may be requested by calling **1300 943 322** during normal office hours.

Wide Bay does not accept any responsibility for the privacy practices of a particular IPP in respect of their management of personal information of individual depositors.

## 15 **security** »

Information on the application of the Australian Government Deposit Guarantee is detailed in section 4.

Wide Bay Australia Ltd holds an Australian Financial Services Licence (No. 239686) required under the Financial Services Reform Act 2001 which is regulated by the Australian Securities and Investment Commission (ASIC). To hold an Australian Financial Services Licence, Wide Bay Australia is required to meet, on an on-going basis a number of criteria.

Wide Bay as a building society, is an Authorised Deposit Taking Institution (ADI) authorised under the Banking Act 1959 and is subject to prudential regulation by the Australian Prudential Regulation Authority (APRA) - together with other Australian banks, building societies and credit unions - to protect the safety of deposits.

## 16 **trade practices** »

Nothing in these Terms and Conditions has the effect of restricting or modifying any rights which by law cannot be excluded, restricted or modified.

## 17 **legal rights** »

Wide Bay will not be liable to an IPP or any other person for any loss or damage of any kind that may be suffered as a result of us exercising our legal rights. We can exercise our rights at anytime within the limits of the law. If we delay in exercising our rights, this does not mean we give up those rights.

The IPP agrees to indemnify Wide Bay for any loss, damage or costs that Wide Bay might incur:

- if any law or regulation that applies to these Accounts or transactions on these Accounts are not followed by the IPP or their employees/authorised representatives;
- if there is any breach of the law or these terms and conditions by the IPP or their employees/authorised representatives.

Wide Bay can set-off and/or apply the credit balance of any Account that the IPP has with us against any debt owed by the IPP to us.

## 18 **problems and complaints** »

In the first instance, if an individual depositor has a problem or complaint, they should discuss this with their IPP.

If there is still a problem, please put it in writing to Wide Bay's Dispute Resolution Representative (DRR) for referral through Wide Bay's Internal Dispute Resolution Process. Wide Bay's Internal Dispute Resolution Process complies with the Financial Services Reform Act 2001 (Policy Statement 165) and AS 4269-1995.

If we are unable to resolve your complaint within 24 hours, we will acknowledge your complaint within 3 days and endeavour to resolve it within 21 working days. We will let you know if we need more time.

If you are dissatisfied with the outcome of your complaint or the way in which it was handled, please let us know. Should the complaint remain unresolved and an individual depositor is not satisfied with our response, they will be advised of their right to contact the External Dispute Resolution Scheme of which Wide Bay is a member, or another relevant organisation.

