

# HomeLend™

## Line of Credit (Unregulated) Home Loan Booklet

**National Mortgage  
Market Corporation**

SUBSIDIARY OF BENDIGO AND ADELAIDE BANK LIMITED

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**BENDIGO AND ADELAIDE BANK GROUP**

**HOMELEND™ LINE OF CREDIT LOAN (UNREGULATED)**  
**TERMS AND CONDITIONS**

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## **HOMELEND™ LINE OF CREDIT LOAN (UNREGULATED) TERMS AND CONDITIONS**

### **About this Agreement**

This document does not contain all of the Conditions of this Agreement. The rest of the Conditions are contained or referenced in the Letter of Offer and (as applicable) the booklet entitled "Bendigo and Adelaide Bank Limited Phone Banking and e-banking Conditions for NMMC HomeLend™ Customers". All documents comprising the Agreement should be read together. You should read these documents carefully. You should also keep the documents for your future reference.

## **PART 1 DEFINITIONS**

### **1 Definitions**

The following words have the following meanings in the Letter of Offer and in this document.

**Advance:** See **Facility**.

**Agreement:** This has the meaning given in condition 19A of this booklet.

**Available Funds:** The total of the undrawn part of **your Credit Limit** and the credit balance (if any) of **your Nominated Account**, but excluding any monies lodged in the **Nominated Account** that are subject to clearance requirements (e.g., cheques deposited) and any amounts set aside to meet prior commitments (e.g., special answers on cheques, outstanding amounts due to us, **Card** authorisations, government or credit charges).

**Bank** (also **the Bank**): Bendigo and Adelaide Bank Limited (ABN 11 068 049 178, AFSL/Australian Credit Licence 237879).

**Borrower:** Any party specified under "Borrower" in the **Letter of Offer**.

**Business Day:** Any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

**Card:** Any credit card or other card issued to **you** or any additional cardholder by **the Bank** by which the **Nominated Account** may be accessed.

**Conditions:** The conditions of **your Facility** as referenced in the **Letter of Offer**, in this booklet entitled “HomeLend™ Line of Credit (Unregulated) Home Loan Booklet”, and in the booklet entitled “Bendigo and Adelaide Bank Limited Phone Banking and e-banking Conditions for NMMC HomeLend™ Customers” as applicable.

**Credit Limit:** The maximum amount to which **your Nominated Account** may be drawn at any time, as nominated by **us** from time to time.

**Debit:** Any drawing of funds from **your Nominated Account**.

**deducted from the Advance:** See **Facility**.

**drawdown of the Advance:** See **Facility**.

**EFD:** Electronic Funds Devices, including Automatic Teller Machines, Point of Sale Terminals, Card Telephones and Petrol Dispensing Machines.

**EFT:** The electronic transfer of funds.

**ePayments Code of Conduct:** The ePayments Code of Conduct.

**Facility:** The line of credit facility as described by the **Letter of Offer**, subject to the **Conditions** and designated by the **Nominated Account**. The **Facility** is activated when credit is first made available to **you**. A reference to the **Advance** shall be taken to mean the activated **Facility**, and a reference to **drawdown of the Advance** shall be taken to mean the activation of the **Facility**, in context of the reference. The **Facility** is first activated on the **settlement date**. Any reference to an amount or fee being **deducted from the Advance** shall be taken to mean that the amount or fee is being debited to the **Facility**.

**Fees Schedule:** The schedule of fees applicable to **your Facility** (including, but not limited to, the HomeLend™ Schedule of Fees and Charges as amended by **us** from time to time).

**Lender:** Sandhurst Trustees Limited (ABN 16 004 030 737, Australian Credit Licence 237906).

**Letter of Offer:** The letter issued by **us** which contains the offer of the **Facility** to **you** and which contains or refers to terms and conditions of the **Facility**.

**Manager:** National Mortgage Market Corporation Pty Ltd (ABN 52 006 325 640).

**Nominated Account:** The account **you** maintain with **us** by which **you** may access **your Facility**.

**PIN:** Personal Identification Number.

**security:** The mortgage over land specified under the heading “Security” in the **Letter of Offer**.

**settlement date:** The date the **Facility** is first activated and that credit is first made available to **you**.

**Statement:** The document issued to **you** which contains the statement and record of transactions undertaken on the **Nominated Account** which occur between respective **Statement Dates**.

**Statement Date:** The date on which **we** issue a **Statement** setting out the transactions which have occurred on the **Nominated Account** from the date of issue of the immediately preceding **Statement**.

**we, us or our** refers to the Lender and/or the Manager.

**you or your** refers to any party specified under “Borrower” in the **Letter of Offer** and if there is more than one, means each **Borrower** separately and all **Borrowers** jointly.

**PART 2**  
**YOUR FACILITY**

**2 General Terms and Conditions**

- A. You agree to be bound by the Conditions, and any applicable legislation.
- B. You agree to notify us immediately if you change your address.
- C. Our failure to exercise any of our rights under the Facility shall not be deemed to be a waiver of such rights.
- D. Any fees paid by you in connection with your Facility application will not be refundable in the event the Facility does not proceed for any reason whatsoever. In addition, any outstanding costs incurred for mortgage preparation will be payable by you.
- E. Your acceptance of the Letter of Offer signifies your agreement to be bound by the Conditions.
- F. We warrant that we will comply with the ePayments Code of Conduct in relation to the operation of your Nominated Account(s) and in relation to the use of a Card or Card and PIN or Card information to initiate an EFT transaction.

**3 Account Combination**

- A. We may at any time combine the balances of two or more of your accounts even if the accounts are in joint names. For example, we may do this if you exceed the Credit Limit applicable to your Nominated Account and the other account is in credit. In this situation the credit in one account would be used to reduce the debit balance in the other account. We will promptly inform you if we combine your accounts. We need not notify you in advance.
- B. If you are a recipient of Centrelink benefits, we will act in accordance with our obligations under the Code of Operation for Department of Human Services and Department of Veterans' Affairs Direct Credit Payments when exercising our right to combine accounts.

#### **4 Your Nominated Account**

- A. The Nominated Account is a current account in your name(s) with a line of credit Facility attached maintained by us. Refer also to condition 21.
- B. Nominated Accounts will be opened in the names of the Borrowers.

#### **5 Credit Limit**

- A. The Credit Limit for your Facility is the limit specified in the Letter of Offer. You must keep the outstanding balance of your Nominated Account within the Credit Limit.
- B. We may vary your Credit Limit at any time in accordance with these Conditions.
- C. You must not draw more than the Available Funds in your Nominated Account.
- D. Should you draw more than the Available Funds in your Nominated Account without our permission, then you must pay the excess into your Nominated Account immediately.
- E. Interest and other account charges will be calculated on the full amount outstanding on your Nominated Account from time to time including any amount by which the amount drawn exceeds the Credit Limit.
- F. We may increase or decrease your Credit Limit at any time by notice in writing to you. Any amendment to your Credit Limit takes effect immediately.
- G. You may at any time request that we increase or decrease your Credit Limit. Any change to your Credit Limit is effective from when we agree to that change. We will notify you of amendments to your Facility if we agree to that change.
- H. Where your Credit Limit is reduced, you must make an immediate payment to us to reduce the outstanding balance of your Nominated Account to an amount not exceeding the amended Credit Limit.
- I. Your Credit Limit does not change simply because an amount is debited to your Nominated Account that takes the outstanding balance of your Nominated Account over the notified Credit Limit.



- J. Where the amount of any proposed Debit (including an EFT instruction for a Debit made using a Card) exceeds or would exceed the Credit Limit of your Nominated Account as at the proposed date of drawing, we may, without notifying you, refuse to permit the Debit or alternatively may provide the amount requested by transferring funds from other accounts you maintain with us.

## **6 Interest**

- A. You will pay interest on the balance of your Facility outstanding from time to time at the Higher Rate set out in the Letter of Offer (as varied from time to time). PROVIDED THAT you are not in default according to the Conditions, we will accept interest calculated at the Lower Rate set out in the Letter of Offer (as varied from time to time) in lieu of interest at the Higher Rate, on that part of the balance of your Facility outstanding from time to time which does not exceed your Credit Limit.
- B. Interest is calculated daily and is debited to your Nominated Account monthly in arrears on the first day of each month.
- C. The daily interest rate is calculated by dividing the annual interest rate specified in the Letter of Offer by 365 (or 366 in a leap year).
- D. We may at any time and from time to time in our sole and absolute discretion, vary the manner of calculation of interest.
- E. We may at any time and from time to time in our sole discretion vary either of the interest rates applicable to your Facility by notice to you either in writing or published in print media.
- F. Where we demand payment of the Facility in consequence of default by you, you agree to pay to us, as liquidated damages for the loss of future interest by us, an additional payment equal to one month's interest at the Higher Rate set out in the Letter of Offer (as varied from time to time) on the whole of the amount then outstanding on your Facility.
- G. Where you choose to terminate the Facility, see condition 12.
- H. You can find out what any interest rates under this Facility are by contacting your Originator or by telephoning the Manager's Customer Service Department on 03 8414 7986.

## **7 Interest on Credit Balances**

- A. Where there is a credit balance in your Nominated Account we will pay you interest on that credit balance of that Nominated Account.
- B. You can find out what the interest rate payable on the credit balance of your Facility is at any time by contacting your Originator or by telephoning the Manager's Customer Service Department on 03 8414 7986.

## **8 Transactions and Charges**

- A. The dates of transactions which appear on your Statement are the dates we receive notice of these transactions.
- B. Your Nominated Account will be debited with:
  - standard fees and charges relevant to the Facility, and other charges made by us for our services from time to time (see the Fees Schedule, as amended from time to time);
  - transactions made by use of a Card;
  - any transactions on your Nominated Account including amounts transferred to other account(s);
  - interest calculated either at the Higher Rate or the Lower Rate as applicable.
- C. We will pass on all government duties or taxes, which may vary from time to time, as the law permits, without prior notice to you (unless notice is required by any law or Code).
- D. Fees, charges, taxes or duties are levied and debited to your Nominated Account on either a monthly, quarterly, half yearly or annual basis, or at the time any transaction is conducted on your Nominated Account.
- E. The current fees and charges applicable to your Facility are set out in the Fees Schedule and/or specified in the Letter of Offer. Information on current fees and charges is also available by contacting your Originator or by telephoning the Manager's Customer Service Department on 03 8414 7986.
- F. You will be obliged to pay us the following amounts:
  - the aggregate of all Debits; and
  - all interest and other fees, expenses and charges applied by us according to these Conditions as permitted by law.

- G. When you make a payment into your Nominated Account, the money will be used to pay for transactions debited to your Nominated Account in the following order:
- first, towards any unpaid government charges and other expenses and charges;
  - second, in payment of any fees and charges we apply from time to time;
  - third, towards any amount we have to pay or have paid to cover our expenses in enforcing these Conditions;
  - fourth, towards any unpaid interest;
  - fifth, towards any unpaid Debits.
- H. Payments are not actually received until they are credited to your Nominated Account.
- I. The proceeds of cheques deposited are not available until cleared.
- J. You must pay the following amounts which the law requires us to pay now or in the future:
- any contract stamp duty; and
  - any other government duties, rates, taxes or charges.

## **9 Deposits**

- A. Deposits to your Nominated Account may be made:
- by electronic means as authorised by us;
  - by cheque (made out payable to you) mailed to the Manager;
  - through any Automatic Teller Machine owned by the Bank;
  - in other ways we authorise and notify to you from time to time.

## **10 Statements**

- A. We have determined a monthly issue date for all Statements. If on any Statement Date there have been any transactions affecting your Nominated Account since the last Statement Date which are not shown on the Statement issued on that Statement Date because we had not yet received notice of those transactions or for any other reason, those transactions will be shown on your next Statement together with any necessary adjustments.
- B. A Statement will be provided to you at least every six months in any event.
- C. You can request a Statement or query a transaction on a Statement at any time by telephoning the Manager's Customer Service Department on 03 8414 7986. A fee may be charged for a replacement Statement.

## **11 Availability of your Facility and Period of Offer**

- A. The availability of the Facility is subject to certification that:
- all aspects of the application for finance are in order;
  - satisfactory searches of title, planning, municipal and other rates, and other usual searches confirm that the security is satisfactory to us;
  - all charges upon any land secured (including any outstanding rates) have been paid prior to the Facility being made available; and
  - the security is taken for the Facility.
- B. The offer is open for acceptance for twenty-one (21) days from the date of the Letter of Offer and subsequently at our discretion.
- C. You acknowledge our right to withdraw the offer of the Facility or to terminate the Facility (if the offer has been accepted) at any time if any circumstances arise which in our absolute discretion we consider may affect the value or effectiveness of the security or your ability to comply with your obligations under the Facility.
- D. You release us to the full extent permitted by law from all liability for any loss, damage, cost or expense which may be incurred by you or any third party as a direct or indirect result of the termination of the offer of the Facility for any reason whatsoever.

## **12 Termination**

- A. You may end the Facility at any time by writing to us. Where the Facility is ended you must pay us the outstanding balance of your Nominated Account immediately.
- B. You will still be liable for all Debits and transactions made prior to terminating the Facility.
- C. Where you choose to end the Facility, you will continue to be liable for interest and any other charges on your Nominated Account (including reasonable costs incurred if you fail to observe these Conditions) until such time as the Facility is formally ended.
- D. Where you seek to end the Facility, the Facility between you and us will formally cease when you pay the total amount that you owe and your Nominated Account is closed.



### **13 Withdrawal of Facility**

- A. We may withdraw your Facility at any time without giving any reason therefore. If we withdraw your Facility, we may require you to immediately repay all or part of the outstanding balance on your Nominated Account.
- B. If we cancel your Facility and the Credit Limit attaching to it in accordance with this condition 13, you must immediately:
- return any attached Card to the Bank (except where that Card also relates separately to another account provided to you by the Bank and that other account remains open); and
  - pay the outstanding debit balance of your Nominated Account in full or in accordance with any arrangement agreeable to us.
- C. We will continue to debit interest to and levy any other charges on your Nominated Account, including reasonable costs incurred, if you fail to observe these Conditions, until the balance of your Nominated Account is nil.
- D. Where we cancel your Facility and/or the Credit Limit attached to your Facility, the agreement between you and us will cease when you pay the total amount that you owe and the Nominated Account is closed.

### **14 Joint Accounts**

- A. This condition 14 applies if more than one person is specified in the Letter of Offer as “Borrower”.
- B. Your liability under these Conditions is both joint and several. This means that each of you is liable both on your own and together for the whole of any debit balance on your Nominated Account.
- C. Subject to paragraphs D and E, it is up to all of you to specify how many persons must sign in order to operate your Nominated Account. Account operating instructions are part of your agreement with us and may only be altered by written notification to us, signed by all of you.
- D. Where you have chosen to have Card access to your Nominated Account, each of you has access to your Nominated Account. As a signature is not required to access your Nominated Account via a Card, it is not possible for you to specify that more than one person must sign in order to operate your Nominated Account.

- E. Where you have specified that more than one person must authorise a transaction in order to operate your Nominated Account:
- if you have chosen to have Bendigo e-banking access to your Nominated Account, it is possible for you to specify that more than one person must authorise a transaction in order to operate your Nominated Account; however
  - if you have chosen to have Phone Banking access to your Nominated Account, it will not be possible to require that more than one person authorise a transaction (Phone Banking will be restricted to balance enquiry and account history).
- F. Despite any instructions you may give us to the contrary, we may insist that your Nominated Account only be operated on the signatures or authority of all of you if:
- one of you requests us to do so; or
  - we are notified of any dispute between you; or
  - we are notified of the death or bankruptcy of any of you.
- G. If one of you (the notifying party) notifies us of a dispute and that the notifying party does not accept liability for further advances of credit, we will exercise our rights under condition 13 and cancel the Facility. We may also then close your Nominated Account. The notifying party will be jointly and severally liable for the debit balance of your Nominated Account at the time of notification.
- H. You agree that each of you may have access to information about the Nominated Account without the consent of the other joint account holders.

## **15 Point of Sale Transactions**

- A. We do not warrant that a retailer, Card Merchant, financial institution or other person will accept your Card even if a Card sign is on display. To the degree the law allows us, we are not responsible for:
- any retailer, Card Merchant or financial institution who/which refuses to accept or honour your Card; or
  - the quality, nature of, or defects in, goods or services purchased with your Card.
- B. In these situations, you must resolve any dispute direct with the retailer, Card Merchant, financial institution or other person.

**16 Legal Costs and Government Charges**

- A. Legal costs and fees including government charges relative to preparation of security documentation and registration are payable by you and may be debited to your Nominated Account. If your Facility is ended and you repay the outstanding balance of your Nominated Account in full there are legal fees and Land Title Office registration fees payable in relation to any concurrent discharge of security.

**17 Correspondence**

- A. Always quote the number of your Nominated Account when contacting us or your Originator regarding your Facility.

**18 Valuation**

- A. We reserve the right to obtain a valuation report of the security property at any time. The cost for this will be debited to your Nominated Account as a Subsequent Valuation Fee (refer to your Letter of Offer).

**19 Agreement**

- A. The expression "Agreement" means all of the Letter of Offer issued by us (as amended or varied from time to time), this booklet entitled "HomeLend™ Line of Credit (Unregulated) Home Loan Booklet", and the booklet entitled "Bendigo and Adelaide Bank Limited Phone Banking and e-banking Conditions for NMMC HomeLend™ Customers". The Agreement when accepted forms a contract whereby we agree to grant the Facility to you, the repayment of which is secured by the mortgage and the Agreement (the Conditions contained in each applicable Agreement are incorporated into and form part of the mortgage).
- B. Where there is more than one Agreement to which a mortgage relates then the expression "principal" or "Principal Sum" in the Memorandum of Common Provisions will mean the Facility or Advance thereof made under each relevant Agreement.



**PART 3**  
**ACCESSING YOUR NOMINATED ACCOUNT**

**20 Acknowledgement of Conditions of Access**

- A. You agree to observe and abide by the Conditions imposed by us (and by the Bank, if/where applicable) from time to time in relation to accessing your Nominated Account.

**21 Means of Access**

- A. You may obtain credit under your Facility by:
- requesting us to make direct debits to or other payments from your Nominated Account; or
  - accessing Phone Banking or Bendigo e-banking services provided by the Bank (to which the “Bendigo and Adelaide Bank Limited Phone Banking and e-banking Conditions for NMMC HomeLend™ Customers” booklet applies); or
  - using any Card we may authorise (to which conditions of use in respect of Cards provided/administered by the Bank will apply); or
  - any other means we authorise from time to time.
- B. If an authorised Card is linked to your Facility:
- you can obtain credit under the Facility on your Nominated Account via this Card by selecting the “Cheque” option and using your PIN at the Point of Sale; or
  - you can obtain credit under your Card account facility via this Card by selecting the “Credit” option at the Point of Sale, and then authorising the transaction either by using your PIN or by signing the paper record of the transaction.
- C. We may place limits on the cash amount that may be withdrawn from your Nominated Account over a specified period or in one transaction. We may impose notice requirements and fees for cash withdrawals exceeding a specified amount.



## 22 Automatic Payments

- A. If you give us authority, we can have regular payments made automatically out of your Nominated Account on pre-set dates, advised by you. This type of automatic payment is called a “periodical payment”, “direct debit” or “sweep facility”. The difference between these payment methods is as follows.
- We make periodical payments from your Nominated Account to another account with the Manager or with the Bank or with another financial institution or to a third party. To do this we need you to advise your instructions in writing to the Manager.
  - A company, organisation or fund sends direct debits to your Nominated Account according to an authority which you need to set up through the company, organisation or fund receiving the money, allowing us to make these payments.
  - A sweep facility allows us to transfer payment from your Nominated Account to an authorised Card provided/administered by the Bank.
- B. If the automatic payment is a direct debit, the biller will supply you with a Direct Debit Request Service Agreement for you to complete and sign to provide them with this authority.
- C. You can arrange a periodical payment or sweep facility at any time by contacting the Manager by telephone or mail to provide your instructions.
- D. You must give the Manager the information that we require to enable us to make an automatic payment. This information may include the BSB and account numbers, and account name of the accounts from and to which payments are to be made. You must check that all information you give to the Manager is correct (including, but not limited to, the BSB and the account number). We do not check, and are not responsible for checking, that any information you give to the Manager is correct, including whether the BSB and account numbers correspond to the account name which you advise to the Manager. You are liable for any payment we carry out in accordance with your instructions.
- E. If the automatic payment is a direct debit, the details regarding timing of the payment will be outlined in the Direct Debit Request Service Agreement your biller has supplied to you.

- F. If the automatic payment is a periodical payment or sweep facility, we will process the payment in accordance with the Manager's agreement with you at the time the periodical payment or sweep facility is established.
- G. It is important that there are sufficient Available Funds on your Nominated Account to cover automatic payments when they are due. Your first automatic payment will occur on the date you specify when you arrange the automatic payment. If the automatic payment is:
- a periodical payment or a direct debit and the payment date falls on a day other than a Business Day, there must be sufficient credit available on your line of credit account by 10.00 am on the previous day; or
  - a sweep facility, we will attempt to draw funds on the payment due date regardless of whether the payment date falls on a day other than a Business Day.
- H. If there are insufficient Available Funds on your Nominated Account, any direct debits are returned unpaid (dishonoured) to the originating third party. However, we will attempt to make periodical payments from your Nominated Account before 8.00 am for three consecutive days. Another attempt will be made on the fourth day and if still unsuccessful, you will be notified in writing that no more attempts will be made and you should contact the Manager's Customer Service Department on 03 8414 7986 immediately and/or make alternative arrangements to effect the payment. A fee will be debited to your Nominated Account in these circumstances (see condition 8).
- To transfer payment via a sweep facility on the payment due date, only one attempt will be made, and if unsuccessful you will be notified in writing that no more attempts will be made and you should contact the Manager's Customer Service Department on 03 8414 7986 immediately and/or make alternative arrangements to effect the payment. A fee will be debited to your Nominated Account in these circumstances (see condition 8).
- If there are insufficient Available Funds on your Nominated Account on three consecutive payment due dates, the authority is cancelled and you are notified in writing.
- I. Subject to these Conditions, when you instruct us to make a payment to an account held with another financial institution, we will endeavour to make that payment to the BSB and account number you advise to the Manager. If you give us instructions to make a payment on a Business Day after 10.00 am on that Business Day, we may process that payment the following Business Day.

- J. All future automatic payments can be altered or stopped by you at any time by advising the Manager in writing. We will take and promptly process your instruction to cancel an automatic payment authority. The Manager must receive your automatic payment cancellation instructions at least one Business Day prior to the due date of the next payment, otherwise that payment may nevertheless be made. If you cancel a direct debit request, you must promptly notify the appropriate company, organisation or fund.
- K. We may at our absolute discretion cancel an automatic payment authority at any time without notice to you, including where we exercise our rights under condition 13 to cancel your Facility and/or the Credit Limit attached to your Facility.
- L. We will notify you as soon as possible after we cancel an automatic payment authority except if we cancel that authority after being advised by the payee that no further payment is required or that your account with the payee is closed.
- M. To the extent permitted by law and subject to any other provisions of these Conditions, we are not liable for any loss or damage you suffer as a result of using the automatic payment facility or of any delay, omission or failure in respect of any payment. Without limitation, this includes, if you request us to make a payment to an account held with another financial institution:
- any delay or failure to make a payment which results from a technical failure in the system we use to make a payment from your Nominated Account to another financial institution; and
  - any omission, delay or failure on the part of the other financial institution in processing that payment.
- N. If we debit or credit your Nominated Account under an automatic payment authority, we are not acting as your agent. We are not liable for any loss or damage to you from us not acting as you require.

## **23 Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF)**

- A. To comply with requirements of anti-money laundering and counter-terrorism financing laws we may:
- require you to provide to us, or otherwise obtain, any additional documentation or other information; and/or
  - suspend, block or delay transactions on your Nominated Account or refuse to provide services to you; and/or
  - report any, or any proposed, transaction or activity to any body authorised to accept such reports relating to anti-money laundering and counter-terrorism financing or any other law.



**PART 4**  
**VARIATION OF TERMS AND CONDITIONS**

**24 Changes**

- A. We can change these Conditions at any time. However, if any law or a Code regulates how and when a change can be made, we may only make the change to the extent permitted by, and subject to the requirements of, that law or Code.
- B. Other than as outlined in paragraph C below, you agree that we can give notice of changes to these Conditions (including changes to fees and charges and interest rates) in writing, by an advertisement in a major daily newspaper or in any other way permitted by law.
- C. We will give you 30 days' notice in writing of the following changes:
- any change that is an introduction of a fee or charge (other than a government charge);
  - a variation of the method by which interest is calculated; and
  - a variation of the frequency with which interest is debited or credited.
- D. If a government charge payable directly or indirectly by you is introduced or varied, we will notify you by advertisement in the national media or local media or in writing unless the introduction or variation is publicised by the government.
- E. If the ePayments Code of Conduct regulates how and when a change can be made:
- a) for changes we need to make due to an immediate need to restore or maintain the security of our systems or individual accounts we do not have to give advance notice;
  - b) for other changes which:
    - increase your liability for losses relating to EFT transactions;
    - impose or increase charges relating to the use of your Card or PIN or relating to issuing additional or replacement Cards or new PINs; or
    - impose, remove or adjust a daily transaction limit or other periodic transaction limit applying to the use of a Card, PIN or EFD or electronic system for EFT transactions;
- we will give you at least 30 days' written notice of any changes, subject to the provisions of the ePayments Code of Conduct;



- c) for any other changes, we will notify you in advance of the date the change takes effect in a manner to be chosen by us which is likely to come to the attention of as many account holders as possible (e.g., media advertisements or placing notices on or near EFDs prior to implementing the changes).
- F. We will give notice of other changes (including a change to any other term or condition that is not caught by the above) no later than the day on which the change takes effect, in writing, by an advertisement in a major daily newspaper or in any other way permitted by law or agreed to by you.
- G. Other Codes and laws may apply in addition to the ePayments Code of Conduct and require different periods of notice and means of giving notice for various changes.



# National Mortgage Market Corporation

SUBSIDIARY OF BENDIGO AND ADELAIDE BANK LIMITED

**National Mortgage Market Corporation Pty Ltd**  
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