

# Wholesale Deposit Facilities Terms & Conditions

- **Broker Cash Manager**
- **Broker Fixed Term Deposit**
- **Treasury Fixed Term Deposit**

Effective 30 May 2024

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## Important Notice

These Terms & Conditions together with our relevant certificate sent to you constitute the terms and conditions for our Wholesale Deposit Facilities.

Please note that by making a deposit under a facility you become bound by these terms and conditions.

Please keep this document in a safe place so you can refer to it when needed. Alternatively, you can obtain the information set out in this brochure by contacting your Broker, or Heritage and People's Choice Limited.

To report any unauthorised instruction, contact us using the details provided on page 7 of this brochure.

### 1. Privacy

#### Collection of Personal Information

- 1.1 We collect personal information about you for the purposes of providing our products and services to you.
- 1.2 We owe you a duty to keep information about you confidential and in general, we will not disclose information we have about you in circumstances where:
- We are compelled to do so by law.  
For example, disclosure to various Government departments and agencies such as the Australian Taxation Office of the amount of interest you have earned on your facility, and disclosure to the courts under subpoena.
  - It is in the public interest to do so.  
For example, where a crime, fraud or misdeed is committed or suspected by us, and in our reasonable discretion, disclosure is justified.
  - We are permitted by law and it is in our interest to do so. For example, disclosure to a court in the event of legal action to which we are a party, or if we are trying to recover a debt, we may have to inform solicitors, debt collectors or credit reference agencies.
  - You ask us or agree for us to do so.
- 1.3 You may have access to the personal information we hold about you at any time by asking us, or to any of the personal information held by any of the above parties by contacting them.
- 1.4 We must also comply with the Privacy Act which is an Act passed by the Australian Government that requires us not to disclose certain information about you unless that disclosure is allowed.
- 1.5 More detailed information on our privacy practices can be found in our Privacy Policy, which can be obtained from:
- your Broker;
  - any of our Branches or Advice Centres;
  - by calling us on 13 11 82; or
  - our Website.

### 2. Anti-Money Laundering (AML) and Counter Terrorism Financing Requirements

- 2.1 We meet the regulatory and compliance obligations of AML and Counter-Terrorism Financing laws both in Australia and overseas. These obligations mean that:
- we will not allow a person to operate any Facility until his or her identity has been verified in accordance with any identification procedures we deem necessary to meet our obligations.
  - we may be required to obtain additional information from you where required by any law in Australia or any other country and you agree to provide us with that information;
  - we may be required (and you authorise us) to disclose information provided to us or any other information where required by law in Australia or any other country.
  - your transactions could be delayed, blocked or frozen if we believe on reasonable grounds that making a payment may be in breach of the law in Australia or any other country;
  - you release us from all liability to you if we delay or block any transaction, or refuse to pay any money or do anything else affecting a transaction or payment in the reasonable belief that a transaction or payment would contravene any law in Australia or any other country.
- 2.2 You agree that you will not initiate, engage in or effect a transaction or payment that may breach any law in Australia or any other country. If you do so, you indemnify us against any loss or liability we may incur which arises from such transaction or payment

### 3. Information

If you ask us, we will give you general descriptive information about our products and services including, where appropriate, information about account opening procedures, our obligations concerning management of personal information, our complaint handling procedures, our right to combine accounts, corporate cheques, the advisability of you informing us promptly if you are in financial difficulty and the advisability of you reading the applicable terms and conditions.

## Important Words

In these terms and conditions:

**Business Day** means, in the relevant place, a day that is not a Saturday, a Sunday or a public holiday. Where the relevant place is not clear, Business Day, means a day that is a Business Day in Adelaide, Sydney or Melbourne;

**Broker** means any broker you authorise to operate a Facility for you;

**Customer** means you;

**Deposit Facility & Facility** means your deposit which is described as a 'Broker Fixed Term Deposit', a 'Broker Cash Manager', or a 'Treasury Fixed Term Deposit';

**Financial Claims Scheme (FCS)** is an Australian Government scheme that provides protection to deposits in banks, building societies and credit unions in the unlikely event that one of these financial institutions fails. The FCS can only come into effect if it is activated by the Australian Government.

**Fixed Term Deposit** means 'Treasury Fixed Term Deposit' or a 'Broker Fixed Term Deposit'.

**We** means Heritage and People's Choice Ltd ABN 11 087 651 125 and **us** or **our** have a corresponding meaning; and

**You** means the person who deposits money with us under a Facility and **your** has a corresponding meaning.

Also, headings do not affect interpretation; the singular includes the plural and vice versa; reference to a gender includes the other genders; "person" includes a firm, a body corporate, an unincorporated association or any authority; a reference to a person includes its executors, administrators, successors and permitted assigns; where two or more persons are a party they are bound jointly and severally; and where the day on or by which anything is to be done is not a Business Day that thing must be done on or by the next Business Day.

## Codes of Practice

### Customer Owned Banking Code of Practice

The Customer Owned Banking Code of Practice seeks to foster good relations between customer owned banking institutions and their customers. The Customer Owned Banking Code of Practice also seeks to promote fair and consistent treatment of customers of customer owned banking institutions by setting down formal standards of disclosure and conduct that customer owned banking institutions must comply with when dealing with their members. The Customer Owned Banking Code of Practice is administered by the Code Compliance Committee, an independent committee established by the Customer Owned Banking Association. Heritage and People's Choice Limited is a customer owned banking institution and is committed to the Customer Owned Banking Code of Practice.

Our commitment to the Customer Owned Banking Code of Practice means that we will:

- define standards of good practice and service;
- disclose information that is relevant and useful to our members;
- clearly define the terms and conditions for all our products and services; and
- make a simple, effective complaints handling process available to our Members.

You can obtain a copy of the Customer Owned Banking Code of Practice upon request or from our Website. This Code of Practice applies to all our Accounts.

### ePayments Code

We subscribe to the ePayments Code and warrant that we will comply with the ePayments Code where that Code applies to your dealings with us.

You can obtain a copy of the ePayments Code upon request or from our Website.

## Description of Facilities

You may deposit funds with us directly or through your Broker. Funds can be deposited either at call or for fixed terms between 30 days and 2 years. The following are the basic characteristics of the Facilities.

### Broker Cash Manager

- Minimum deposit \$100,000
- Maximum balance \$5,000,000
- Minimum balance \$100,000
- Deposits to the account are fixed for 7 days before cleared for 24 hour call
- All withdrawals require no less than 24 hours notice
- Interest rates determined by our Treasury Department are regularly adjusted in line with market conditions
- Interest calculated daily and paid monthly
- Interest is re-invested (resulting in a higher, compounding effective rate)
- No monthly facility-keeping fees

### Treasury/Broker Fixed Term Deposit

- Minimum deposit \$100,000
- Fixed interest rate for term of investment available interest rates are set by our Treasury Department in line with market conditions
- Interest calculated daily
- For terms up to 12 months, interest is paid on maturity of the investment unless otherwise specified
- For terms of 12 months or more, interest can be paid monthly, quarterly, half-yearly or annually directly to your nominated account.
- No monthly facility-keeping fees
- Fixed terms available from 30 days up to 2 years

## Operation

### 1. Facility

- 1.1 You need not be one of our members to deposit funds with us.
- 1.2 By depositing funds with us under the terms of a Facility you are applying to us to accept your deposit under these terms and conditions. If we accept your deposit we accept your offer to make the deposit on these terms and conditions.

### 2. Authority of Broker

- 2.1 If you authorise a Broker to deposit funds on your behalf, you authorise us to act on the instructions from your Broker in connection with your deposit, including to:
  - 2.1.1 Accept your funds on deposit under these terms for the term your Broker requests;
  - 2.1.2 Accept instructions from your Broker about the reinvestment of your Broker Fixed Term Deposit;
  - 2.1.3 Accept instructions from your Broker for redeeming the deposit; and
  - 2.1.4 Give your Broker information concerning your Facility including applicable interest rates, maturity dates and balances.
- 2.2 Your Broker is subject to your control and supervision, and you must ensure it properly gives us your instructions about your deposit and acts properly in connection with it. You are responsible for all acts or omissions of your Broker in relation to your Facility.
- 2.3 You release us from any claims for loss or damages you may have resulting from any acts or omissions of your Broker in relation to your Facility, except to the extent that the loss or damage is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

### 3. Deposits

- 3.1 We do not accept cash deposits.
- 3.2 Deposits may be made only:
  - 3.2.1 By cheque payable to us; or
  - 3.2.2 By electronic transfer to us.
- 3.3 We may refuse to accept any deposit in our reasonable discretion without giving any reason.

### 4. Cheques

We only receive your deposit, if paid by cheque, when the cheque is cleared. This usually takes three Business Days. However we will pay interest to you on your deposit from the day we receive your cheque.

### 5. Repayment

- 5.1 We will only repay your deposit by electronic transfer to an account held in your name.
- 5.2 We may, in our reasonable discretion, refuse to repay your deposit if:
  - 5.2.1 The request is received from anyone other than you or your Broker;

- 5.2.2 We have not verified your identity to the extent we require to comply with applicable laws; or

- 5.2.3 You or your Broker do not give us the details we reasonably need to make the repayment;

### 6. Important information relating to a Fixed Term Deposit

- 6.1 This clause only applies if you give us a deposit as a Fixed Term Deposit.
  - 6.2 Deposits are for the fixed term as instructed to us by you or your Broker or, if the deposit is a reinvestment, the fixed term as determined in this clause.
  - 6.3 We will repay such of your deposit and pay such of the accrued interest on the expiry of the fixed term (the 'maturity date') as you or your Broker request.
  - 6.4 You may make a full or partial withdrawal of funds from your Fixed Term Deposit at any time prior to maturity (Early Redemption). You must give us thirty one (31) days' notice if you wish to make an Early Redemption. Your funds will be returned to you on day 32 (or if day 32 falls on a non-Business Day, the next Business Day).
  - 6.5 If you make an Early Redemption from your Fixed Term Deposit we may charge you a fee. Please refer to section 10 Fees and Charges for further details.
  - 6.6 Instructions to either fully or partially redeem the deposit or reinvest the deposit may be given by you or your Broker in writing at each maturity date or at the earliest opportunity after this date. Where no instructions are obtained within seven days after maturity we may reinvest the deposit for an equivalent term or repay it to you.
  - 6.7 These terms and conditions will apply to the reinvested deposit.
  - 6.8 If we receive a written notice from you or your Broker requesting that the interest accrued at the maturity date be paid to you we will pay the accrued interest to you on the next Business Day following the maturity date of the deposit
- ### 7. Interest
- 7.1 Interest is calculated on the closing daily balance of the Facility
  - 7.2 We provide information on current interest rates to Brokers on the first Business Day of every week. This is contained in our current Wholesale Deposit Rate Guide. You may obtain a copy from us.
  - 7.3 For Fixed Term Deposit, interest on the deposit is credited either on the maturity date (unless the fixed term is greater than 12 months when interest is credited annually) or monthly, quarterly or half yearly if we agree at the time you make the deposit, as applicable.
  - 7.4 For Broker Cash Manager deposits, interest on the deposit is credited monthly.
  - 7.5 The interest rate for a Fixed Term Deposit is the rate we agree with you or your Broker, including reinvestments, which is determined by reference to our rates set out in our Wholesale Deposit Rate Guide prevailing for the maturity date for deposits of a similar term and amount. Your rate is set out in the investment certificate which we send to you or your Broker.

7.6 The rate for Broker Cash Manager is initially the rate we agree with your Broker. This rate is taken from the Wholesale Deposit Rate Guide and will vary over time. To find out your current rate please contact your Broker.

## 8. Repaying a Facility

8.1 We may repay a Facility at any time.

8.2 If we do, we will repay the remaining deposit to you and pay to you any unpaid interest accrued to the time of repayment.

## 9. Financial Claims Scheme

9.1 For more information visit [www.fcs.gov.au](http://www.fcs.gov.au) or phone the APRA hotline on 1300 558 849

## 10. Fees and Charges

10.1 Any Government taxes, charges or duties will be charged and debited to your Facility.

10.2 There is a fee for an Early Redemption of a Fixed Term Deposit. Early Redemption will require not less than thirty one days notice. The charge will be the amount we determine to be the break cost for the remainder of your fixed term plus a \$100 administration fee. The break cost is calculated as the greater of the following methods:

1. The amount we determine to be the cost of immediate replacement of the funds in the current market place for the number of days remaining in the term compared to your current rate; or

2. The reduction of the deposit interest rate to the applicable rate that would have been applied for the term your funds were invested.

The break cost will vary over different rates, number of days and the market environment when the withdrawal occurs.

10.3 The following Fees and Charges apply:

Interest Summary	
Each previous financial year.....	\$7.50
Frequent Statement Fee	
Per additional statement.....	\$2.00

This fee applies if you request a statement more regularly than the statement cycle specified in these terms.

## 11. Facility Statements

We will send you a quarterly statement. We may, at our reasonable discretion, send you a statement more frequently.

You should check your statement as soon as you receive it and tell us promptly if there are any unauthorised transactions or errors.

## 12. Indemnity

12.1 You indemnify us in relation to any loss or damage you or any other person suffers as a consequence of not directly receiving notices or information under these terms, except to the extent that the loss or damage is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

12.2 You indemnify us in relation to any loss or damage you or any other person suffers because of instructions given to us in connection with the Facility, any acts or omissions of you or your Broker or the way we administer the Facility, except where the loss or damage results from our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

## 13. Variations to Terms and Conditions

13.1 There may be times when we need to make changes to these Terms & Conditions. When we make changes, we will always act fairly and honestly towards you.

13.2 If we are required to give you notice of a change, it will be provided in writing. You will receive notice personally, or by advertisement in the national or local media as provided in the Notification of Change Table below. The period of notice we will provide is set out in the Notification of Change Table below.

13.3 Where permitted by law, we may give you a notice period that is shorter than set out in the Notification of Change Table below, or no notice, of an unfavourable change if we reasonably consider urgent action is necessary to avoid or reduce a material increase in our credit, security, regulatory or reputational risk or an immediate or material financial risk.

13.4 You may choose to close your Facility due to a change made by us under this clause. An early redemption interest adjustment and an Early Redemption fee may still apply in accordance with Clause 10 of these Terms and Conditions.

13.5 Subject to Clause 13.6 below, the changes we may make, and how we will notify you or your Broker of these changes, is set out in the Notification of Change Table below.

Type of change	Notice	Manner
Adding any fee or charge	30 days	In writing
Changing the way we calculate interest	30 days	In writing
Changing when we credit interest	30 days	In writing
Changing withdrawal rights	30 days	In writing
Reducing interest or a fee or charge	Day of change	In writing, by advertisement in the local media or by notice in a statement
<p>In addition to our ability to make the changes outlined above, we can change any term and condition:</p> <ul style="list-style-type: none"> <li>· if we reasonably consider that the change is not adverse to you</li> <li>· to comply with any law, standard, regulator guidance, decision of a court or ombudsman</li> <li>· if we consider it reasonably necessary to manage our regulatory, credit, security, reputational or financial risk</li> <li>· if we consider it reasonably necessary to reflect current industry or market products or conditions</li> <li>• if the change is administrative or minor, or to correct a mistake, inconsistency, ambiguity or omission</li> <li>· if the change reflects changes to our business or technological systems</li> <li>· to introduce a new service or feature, or to modify or remove a service or feature</li> <li>• if a product or service has been discontinued, to provide you with a product or service which is substantially similar to the discontinued product or service</li> <li>· to protect us or any other person from the risk of fraud or illegal activity</li> <li>· if the change is otherwise reasonably necessary to protect our legitimate interests</li> </ul>	30 days	In writing, by advertisement in the local media or by notice in a statement

13.6 We will not change the interest rate applying to your Fixed Term Deposit during its term, except where you withdraw an amount or redeem your Fixed Term Deposit early in which case clause 10 of these Terms and Conditions applies.

13.7 If a change relates to the way you can instruct us electronically, we will give you at least the notice required by the ePayments Code, to the extent it applies.

**14. Other Terms and Conditions**

14.1 In some circumstances, if the law allows it, we may pay commission to your Broker. You should check with your Broker about how your Broker will be remunerated.

14.2 Taxation consequences – Interest earned on a Facility is income and may be subject to income tax. When you apply for a facility we will ask for your Tax File Number or exemption. You are not obliged to provide this, however if you do not, we are obliged to deduct withholding tax from any interest you earn at the highest marginal taxation rate. For overseas residents, withholding tax may apply even though you have quoted us your Tax File Number. Business facilities and charities will only need to quote your ABN instead of your Tax File Number. Your Tax File Number will be kept in accordance with the strict guidelines of the Privacy Act.

14.3 Interest – Information on current interest rates, fees and charges is available on request.

14.4 Safeguarding payment instruments – You should keep payment instruments, including credit cards and cheque books safe and secure. If we issue you with any payment instruments you must report any loss, theft or misuse to us promptly in the way set out in the terms of use we issue for the payment instruments. If you do not, you may be liable to us for loss that arises from their loss, theft or misuse, to the extent set out in the terms of use we issue for the payment instruments.

14.5 Set off – In order for us to protect our legitimate business interests and acting reasonably, we reserve the right to apply any of your deposit, whether matured or not, in or towards satisfaction of any amount due to us. We will notify you in writing if we do this. This does not apply to a loan regulated by the National Credit Code.

## **15. How to contact us/Complaints**

15.1 Notices given by you to us must be sent to:

Treasury  
Heritage and People's Choice Limited  
GPO Box 1942  
ADELAIDE SA 5001

### **15.2 How to contact us**

While your first and usually only contact will be with your Broker, there may be situations where you need to contact us directly.

- Phone: 1300 795 104
- Email: [treasurydeposits@peopleschoice.com.au](mailto:treasurydeposits@peopleschoice.com.au)
- Post: Treasury  
Heritage and People's Choice Limited  
GPO Box 1942  
Adelaide SA 5001
- Website: [peopleschoice.com.au](http://peopleschoice.com.au)

### **15.3 Your complaint matters**

15.3.1 If you are unhappy with your Heritage and People's Choice Limited experience and would like to make a complaint, there are a number of ways to let us know:

- Visit your nearest branch and talk to our staff
- Phone us on 1800 961 687 (free call)
- Email us at [complaints@peopleschoice.com.au](mailto:complaints@peopleschoice.com.au)
- Write to us at GPO Box 1942, Adelaide SA 5001
- Go to [peopleschoice.com.au/help-and-support/feedback-and-complaints](http://peopleschoice.com.au/help-and-support/feedback-and-complaints) to submit online
- Go to our Facebook, Instagram, LinkedIn or any other social media channels on which Heritage and People's Choice Limited is active, to submit via direct message

### **15.4 What happens when you make a complaint?**

15.4.1 We will acknowledge your complaint promptly, either verbally or in writing, and do our best to resolve it straight away.

15.4.2 We aim to resolve all complaints within 21 days, especially if it involves financial hardship, a default notice or notice to postpone enforcement proceedings. However, in some cases it may take up to 30 days.

15.4.3 Your complaint may take a little longer to assess if we need more information or if your complaint is complex. In all cases we'll keep you updated on the progress.

15.4.4 If we can't resolve your complaint within 5 Business Days our final response will be provided in writing.

15.4.5 We may refer your complaint to our Complaints Resolution Team who will work with you to provide an outcome. If this happens, we'll let you know and give you the direct contact details for the staff member who will be managing your complaint.

### **15.5 Accessibility**

15.5.1 We can provide you with information about how we manage complaints in alternative formats and languages upon request.

15.5.2 If you have a hearing or speech impairment, you can access additional support through the National Relay Service on 1300 555 727.

## **15.6 The Australian Financial Complaints Authority (AFCA)**

15.6.1 If you are not satisfied with our response, you may lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides free and independent financial services complaint resolution and can be contacted on:

- Website: [www.afca.org.au](http://www.afca.org.au)
- Email: [info@afca.org.au](mailto:info@afca.org.au)
- Phone: 1800 931 678 (free call)
- Mail: GPO Box 3, Melbourne VIC 3001

15.6.2 Time limits may apply to complaints to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires.



## How to contact us

You can contact us in any of the following ways:

- T 13 11 82
- [peopleschoice.com.au](http://peopleschoice.com.au)
- Post: Heritage and People's Choice Limited  
GPO Box 1942, Adelaide SA 5001
- In person: At any of our branches