

# BELL POTTER CASH MANAGEMENT SERVICE.

Product Information Statement

1 December 2023

The Facilitator  
Bell Potter Securities Limited  
ABN 25 006 390 772  
AFSL 243480

The Provider  
Macquarie Bank Limited  
ABN 46 008 583 542  
AFSL 237502

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**BELL POTTER**

# CONTENTS.

BELL POTTER SECURITIES' ROLE AS FACILITATOR	3
KEY FEATURES AND RISKS AT A GLANCE	3
HOW DO I START?	6
PRIVACY STATEMENT	7
PROTECTING YOUR MONEY	9
ADDING TO YOUR CASH ACCOUNT	10
HOW DO I WITHDRAW?	11
HOW DO I ACCESS INFORMATION ON MY CASH ACCOUNT?	13
COMPLAINTS	13
FEES, LIMITS AND LODGEMENT TIMES	14
TERMS AND CONDITIONS	16

## IMPORTANT INFORMATION

If you open a Bell Potter Cash Management Service account (Cash Account), you will open a basic deposit account issued by Macquarie Bank Limited ABN 46 008 583 542 AFSL 237502.

This Product Information Statement describes the features of the Cash Account and, together with the Electronic Banking Terms and Conditions, contains the terms which apply to its operation. Before deciding whether to open an account, please carefully read this document and the Electronic Banking Terms and Conditions, available on [bellpotter.openportal.com.au/site/digital/bell-potter/electronic-terms-of-use](http://bellpotter.openportal.com.au/site/digital/bell-potter/electronic-terms-of-use).

The information in this Product Information Statement, including current standard fees and charges, is current as at 1 December 2023 and is subject to change. You can find updated information online at [bellpotter.com.au](http://bellpotter.com.au). A copy of any updated information is available free on request.

Bell Potter Securities Limited (Bell Potter Securities) had no involvement in the preparation of this Product Information Statement other than the preparation of those parts of the document which comprise the reference on the cover page

to Bell Potter Securities' name and details; this section in relation to Bell Potter Securities; the section headed "Bell Potter Securities' role as facilitator" on page 2; each of the references throughout the Product Information Statement to its name and the whole of this paragraph. Accordingly, Bell Potter Securities does not take any responsibility for any other part of this Product Information Statement and has not authorised or caused the issue of this Product Information Statement. The repayment of your deposit in your Account described in this Product Information Statement is not guaranteed by Bell Potter Securities or any of its related bodies corporate. Your Cash Account is not a deposit with or any other type of liability of Bell Potter Securities and the rate of interest on the balance of your Cash Account is not in any way guaranteed by Bell Potter Securities.

### Financial Claims Scheme (FCS)

Under the FCS (commonly referred to as the Australian Government deposit guarantee) administered by the Australian Prudential Regulation Authority (APRA), the Australian Government has provided a guarantee on deposits subject to a limit for each account

holder. In some circumstances, you may be entitled to payment under the FCS. Further information about the FCS can be obtained from the APRA websites at [www.apra.gov.au](http://www.apra.gov.au) and [www.fcs.gov.au](http://www.fcs.gov.au) or by calling the APRA hotline on 1300 558 849 (or +61 2 8037 9015 if calling from overseas).

### Terms

In this Product Information Statement:

*We, our, us, Macquarie* means Macquarie Bank Limited.

*You, your* means you the Cash Account holder(s). Where the context permits it also includes any person carrying out any account transaction on your behalf, for example a person you have given third party access to.

*Cash Account* means a Bell Potter Cash Management Service account.

*Financial Services Professional* means an adviser, accountant, administrator, stockbroker, risk specialist, mortgage broker, intermediary or any person that acts on your behalf in a similar capacity.

# BELL POTTER SECURITIES' ROLE AS FACILITATOR

Bell Potter Securities' only role in relation to the Cash Account is to act as facilitator between you and Macquarie.

## KEY FEATURES AND RISKS AT A GLANCE

### KEY FEATURES

<b>Government Guarantee</b>	The Cash Account is a retail deposit with Macquarie and is eligible for coverage under the Australian Government's Financial Claims Scheme (Government Guarantee).
<b>Greater visibility to help you act quickly on investment opportunities as they arise</b>	Your Financial Services Professional can view your Cash Account online and help you act quickly on investment opportunities as they arise. Give your accountant viewing access to your Cash Account so they can download your current and historical transaction reports themselves.
<b>Designed for your self managed super fund (SMSF)</b>	Simplify the extensive administration responsibilities that come with having an SMSF: <ul style="list-style-type: none"><li>• the Cash Account is designed to be an efficient cashflow management system for your SMSF, providing the flexibility and control to help you manage your fund's transactions</li><li>• all fund transactions appear on one consolidated statement, simplifying super fund accounting, tax returns, end of year auditing and long-term record keeping</li><li>• download current and up to 10 years' worth of historical statements online</li><li>• access personalised audit reports online.</li></ul>
<b>Interest</b>	For the current interest rate(s) applicable to you, please visit <a href="http://bellpotter.openportal.com.au">bellpotter.openportal.com.au</a> , contact your Financial Services Professional or check your statement. Your interest is calculated daily and paid monthly. Refer to section 5 of the Terms and Conditions for more details.
<b>How do I access my Cash Account?</b>	Manage your cash 24 hours a day, seven days a week <sup>1</sup> via Online Banking.
<b>Deposits</b>	<ul style="list-style-type: none"><li>• Funds transfers</li><li>• Direct debits<sup>2</sup></li><li>• New Payments Platform (NPP) Payments</li><li>• BPAY<sup>®</sup></li></ul>
<b>Withdrawals</b>	<ul style="list-style-type: none"><li>• Funds transfers</li><li>• BPAY</li><li>• Direct debits</li><li>• NPP Payments</li><li>• Overseas transfers</li></ul> Refer to <i>How do I withdraw?</i> for further details.

<sup>1</sup> While your instructions can be given at any time, transactions will not be effected outside of banking hours.

<sup>2</sup> Establish a direct debit into your Cash Account via the *Direct Debit Request* form available online.

<sup>®</sup> Registered to BPAY Pty Limited ABN 69 079 137 518.

## KEY RISKS

<b>Authorities on your Cash Account</b>	You can appoint another person or company to have access to and operate your Cash Account by completing the <i>Third Party Authority</i> form available online. Please consider carefully who you appoint as a third party authority on your Cash Account as we may follow their instructions as if they were yours. You will be liable for their transaction requests, including if they result in financial loss. It's important that you understand this risk and what level of access you give to them. Refer to <i>Protecting your money</i> for further details.
<b>Email and mobile</b>	It is important to keep your contact details such as your mobile and email address up to date with us. We rely on these to provide you with Confirmations, Secure Codes and other authentication processes to verify your identity and provide you with more secure banking services. We will also use your contact details to send notices and information about your account.
<b>Protecting your money</b>	<p>You and your Authorised Users must take all reasonable steps to protect the security of your Cash Account. If there are unauthorised transactions on your Cash Account, in some circumstances you can be liable.</p> <p><b>! Contact us as soon as possible on 13 31 74 if:</b></p> <ul style="list-style-type: none"><li>• your cheque book is lost or stolen</li><li>• you find an unauthorised transaction</li><li>• you suspect that someone has gained access to your Secret Code or is using your Secret Code without your authorisation, or</li><li>• your Secret Code, computer or mobile device becomes lost or stolen.</li></ul> <p>Refer to <i>Protecting your money</i> for more information.</p>
<b>Direct Debits</b>	Cancelling scheduled payments and direct debits is your responsibility. Failure to cancel your future dated payments or ongoing direct debit arrangement may result in ongoing payments, fees and charges.
<b>Sharing your Cash Account data and information with third parties</b>	<p>We may provide access to or share an electronic copy of your data (account details, balance, transaction history and other personal information) with other parties at your or your Financial Services Professional's request. This includes people who work with or for your Financial Services Professional such as accountants, consultants, technology platform owner/operators and others, some of whom may not be in Australia.</p> <p>Please refer to the <i>Privacy Statement</i> for more information and speak with your Financial Services Professional if you have questions about how your data may be used, disclosed and/or protected.</p>

**ONLINE FLEXIBILITY AND CONTROL**

Our online Electronic Banking service helps you stay in control of your cashflow 24 hours a day, seven days a week.

- View your available balance and statements online, including your annual tax summary.
- Transfer funds easily to any Australian bank account.<sup>3</sup>
- Setup recurring payments.
- Pay your bills using BPAY.
- Transfer money overseas.
- Download an audit report.
- Update your Cash Account details.<sup>4</sup>

In order to use Electronic Banking, you need to register for access. Before registering for access you should carefully read the *Electronic Banking Terms and Conditions* available on our website at [bellpotter.openportal.com.au/site/digital/bellpotter/electronic-terms-of-use](http://bellpotter.openportal.com.au/site/digital/bellpotter/electronic-terms-of-use).

They set out some of the Terms and Conditions that apply to your use of Electronic Banking, in addition to the Terms and Conditions in this document.

Together they cover, among other things:

- liability for unauthorised transactions and mistaken payments, and how to notify us of these
- security recommendations for pass codes and equipment
- details about types of transactions you can perform
- suspension and termination provisions.

The first use of any Electronic Banking service will constitute your agreement to the *Electronic Banking Terms and Conditions*.

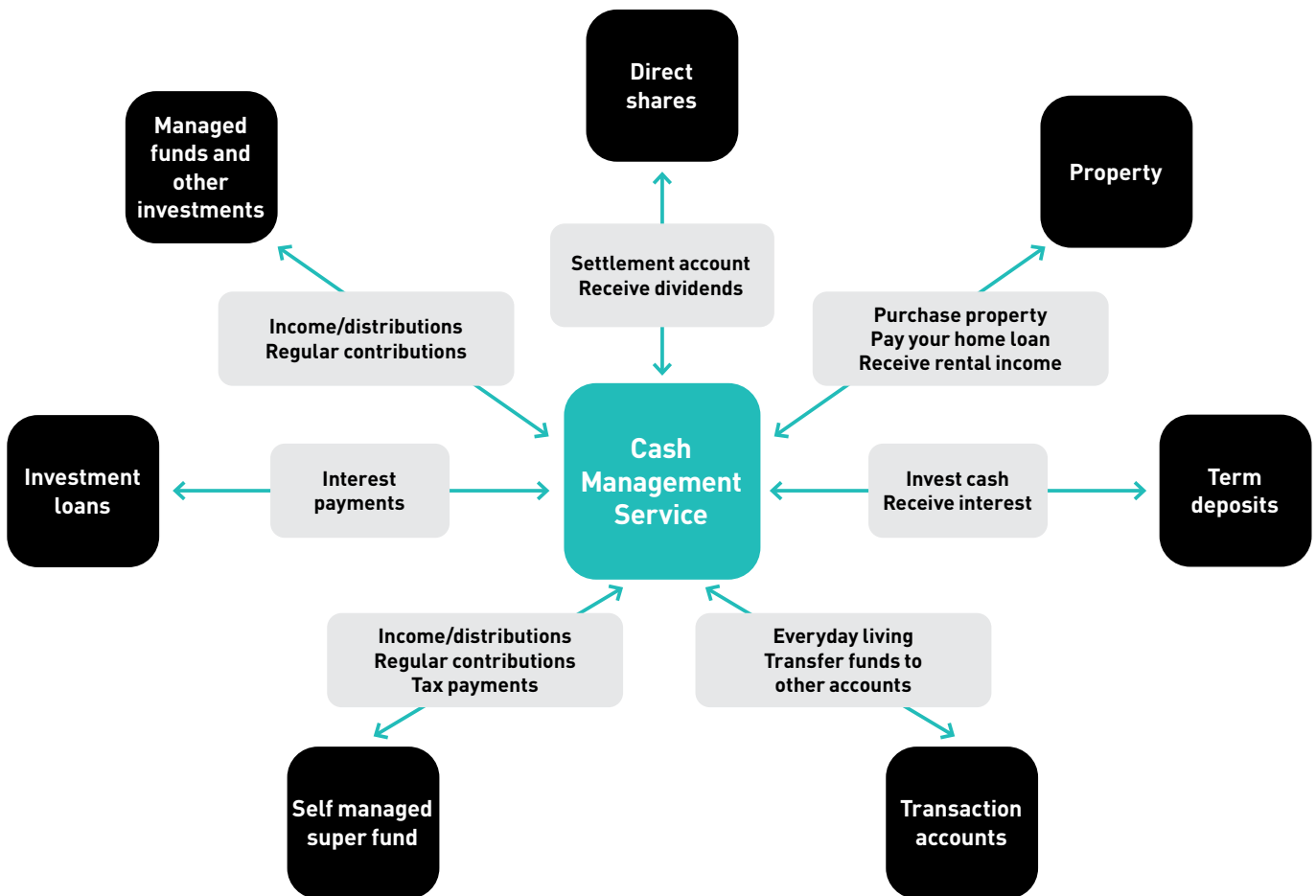
**EFFICIENT CASHFLOW MANAGEMENT STRATEGIES**

The Cash Account provides services and reporting tools to make it easier for you and your Financial Services Professional to monitor and manage your cashflow in one central system, which may help you to reduce account fees incurred elsewhere. You and your Financial Services Professional can have a comprehensive view of your position and quickly act on investment opportunities as they arise.

**THE CENTRE OF YOUR INVESTMENT PORTFOLIO**

The one account allows you to move funds in and out within an environment of complete visibility and control.

The Cash Account offers an efficient way to facilitate your investments. With an extensive range of features and services, the Cash Account is designed to assist you in consolidating your cash and establishing an efficient cashflow management system.



<sup>3</sup> Please refer to the *Fees, limits and lodgement times* section for current limits on transfers.

<sup>4</sup> You can update your address and contact details (other than your mobile phone number) online.

## HOW DO I START?

### OPENING A CASH ACCOUNT

To open an Account:

- 1 Thoroughly read this Product Information Statement and the *Electronic Banking Terms and Conditions* available on [bellpotter.openportal.com.au/site/digital/bell-potter/electronic-terms-of-use](http://bellpotter.openportal.com.au/site/digital/bell-potter/electronic-terms-of-use).
- 2 If you have not already satisfied our requirements under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006*, each Cash Account signatory will also need to provide identification.
- 3 Complete the online application process. Some applicants may be required to provide additional documentation.
- 4 Make your initial deposit by either direct debit or funds transfer.

### WHO CAN OPEN A CASH ACCOUNT?

- Individuals over 12 years old
- Joint account holders
- Companies
- Incorporated bodies
- Trustees for other entities
- Government bodies, and
- Registered co-operatives.

### JOINT APPLICATIONS

If you open a Cash Account with more than one person, you are all liable jointly and severally for transactions, fees and costs on the Cash Account. All joint Cash Account holders must authorise the application form to set up the Cash Account operating instructions.

### EMAIL ADDRESS AND MOBILE PHONE NUMBER

You must have online access and nominate your personal email address so we can send you notices about your Cash Account. You must also provide us with your personal Australian mobile phone number so that we can contact you about your Cash Account, including for account security and identification verification purposes.

### RESIDENTIAL AND POSTAL ADDRESSES

Please note we are required to collect a residential address for the Cash Account holder(s).

Your postal address will be used to send printed statements, if requested. Regardless of whether you specifically request printed statements or not, electronic statements will be available online and free of charge.

### ATTORNEYS

If you are signing under power of attorney, please provide certified copies of your identification (eg driver's licence) with the power of attorney and specimen signature(s) of the attorney(s) if not displayed on the document. We also require a completed *Third Party Authority* form and a completed Macquarie Individuals and Sole Traders Identification form.

### INCOMPLETE APPLICATIONS

In cases where your application is incomplete or you have not provided all necessary information in order for us to fulfil our due diligence obligations under applicable anti-money laundering laws, taxation laws, rules and subordinate instruments and/or Macquarie internal policies and procedures, we will be unable to complete the application and will open your Cash Account only when we receive all required information.

# PRIVACY STATEMENT

Your privacy is important to us. This statement explains how we will use and disclose your personal information and provides information about your privacy rights.

We may collect, hold, use and disclose personal information about you. We do this to:

- a. process your application, administer and manage the products and services sought by and provided to you, monitor, audit and evaluate those products and services, model and test data, communicate with and market to you, and deal with any complaints or enquiries
- b. monitor transactional patterns on your Cash Account(s) that may materially affect your ability to meet your obligations under any credit facilities you hold with us.

You consent to us collating basic Cash Account information such as transactional patterns, payment facility preferences, and general banking requirements, the details of which may be de-identified and used to prepare benchmarking statistics and reports on industry trends for dissemination to you and our other clients in your industry sector.

We collect and record personal information through our interactions with you, including by telephone, email or online. We may also collect personal information from public sources and third parties including information brokers and our service providers.

Without this information, we may not be able to process your application or provide you with an appropriate level of service.

Where you provide us with personal information about someone else you must first ensure that you have obtained their consent to provide their personal information to us based on this Privacy Statement.

We are required or authorised to collect your personal information under various applicable laws including the Anti-Money Laundering and Counter-Terrorism Financing Act, Taxation Administration Act, Income Tax Assessment Act, Corporations Act and the Foreign Account Tax Compliance Act (US), the Common Reporting Standards and any similar law of any country, and any related laws designed to implement those laws in Australia.

## DISCLOSURE OF YOUR INFORMATION

We may exchange your personal information (including account and transaction information) with other companies in the Macquarie Group, our credit reporting and debt collection agencies, other financial institutions (such as banks), your authorised agents, advisers and accountants and our service providers which are described further in our Privacy Policy. For example, we may disclose to other companies in the Macquarie Group information necessary to enable an assessment of your total liabilities to us and that company.

We may also disclose personal information (including Cash Account and transaction information) to regulatory authorities (eg tax authorities in Australia and overseas) in connection with their lawful information requests or to meet our legal obligations in any relevant jurisdiction.

In providing you with our services, we may also disclose and exchange personal information with third parties that operate outside of Australia (this includes locations in India, the Philippines and the countries specified in our Privacy Policy). Where this occurs, we take steps to protect personal information against misuse or loss.

You consent to us providing a banker's opinion or banker's reference to any other bank or financial institution, or to any third party from whom we receive a request for an opinion or reference about you at any time.

## MARKETING

We and other companies in the Macquarie Group may use your personal information to contact you on an ongoing basis by telephone, electronic messages (like email), online and other means to offer you products or services that may be of interest to you, including offers of banking, financial, advisory, investment, insurance and funds management services, unless you change your marketing preferences by telephoning us or visiting [macquarie.com.au/privacy-and-cookies/marketing-preferences](https://macquarie.com.au/privacy-and-cookies/marketing-preferences).

## YOUR RIGHTS AND FURTHER DETAILS

Under the Privacy Act, you may request access to your personal information that we hold. You can contact us to make such a request or for any other reason relating to the privacy of your personal information by emailing [privacy@macquarie.com](mailto:privacy@macquarie.com). Please mark communications to the attention of our Privacy Officer.

You may also request a copy of our Privacy Policy which contains further details about our handling of personal information, including how you may access or update your personal information and how we deal with your concerns. The Privacy Policy can be found via [macquarie.com.au](http://macquarie.com.au).

## PRIVACY CONSENT CONCERNING MOBILE PORTING/ SIM SWAPPING

You authorise Macquarie to collect, use and disclose your personal information, including for the purpose of preventing or investigating actual or suspected fraud or other misconduct. For example, we may use a third party service provider to determine whether your mobile number has been ported or your SIM swapped, and for this purpose you authorise:

- Macquarie to share your mobile number with that third party;
- that third party to share your mobile number with your telecommunications service provider; and
- your telecommunications service provider to disclose mobile porting/SIM swap information to that third party and to Macquarie.

For more information about how we handle your personal information, refer to our [Privacy Policy](#).

## ACCESS TO AND SHARING OF YOUR DATA

We may at your or your Financial Services Professional's request:

- provide your Financial Services Professional and other people working in or for their organisation (Associates) with access to your Cash Account data, including your account details, balance, transaction history and personal information (Data), and
- share an electronic copy of your Data with third party service providers used by you, or your Financial Services Professional in support of their operations, including accountants, consultants, or technology platform owner/operators or others (Third Parties).

Some of these people may be situated outside of Australia.

It is important that you understand that we have no direct control over, nor responsibility for, how your Financial Services Professional, their Associates or Third Parties will use, disclose or protect your Data. If you have questions about this, we recommend that you speak with your Financial Services Professional.

We may suspend or terminate any access to or sharing of your Data we directly provide to a person for any reasonable cause without notice, but your historical Data may continue to be accessed by your Financial Services Professional and their Associates after closure. If you would like us to stop any direct access to Data we provide to your Financial Services Professional or their Associates, or stop sharing your Data with any Third Parties to whom we share it directly, please email us at [privacy@macquarie.com](mailto:privacy@macquarie.com).



# PROTECTING YOUR MONEY

It is very important that you take steps to protect your personal information and money. Our Security and Fraud statement available online at [macquarie.com.au/security-and-fraud](https://www.macquarie.com.au/security-and-fraud) provides information on the common types of fraud and steps you can take to help protect yourself against fraud and unauthorised transactions.

## AUTHORISING A THIRD PARTY TO ACCESS YOUR CASH ACCOUNT

Please consider carefully who you appoint with authority on your Cash Account, and their level of authority, as we may follow their instructions as if they were yours. You will be liable for their transaction requests, including if they result in financial loss. It's important that you understand this risk and the level of access you give to them.

Refer to the Terms and Conditions, including section 7.

## KEEP YOUR CASH ACCOUNT DETAILS AND CHEQUES SECURE



**Please be careful!** There is a risk that fraudulent electronic withdrawal requests can be made by someone who has access to your Cash Account number, your signature or your Login Details. From time to time we may verify these requests with you and reserve the right to deny the request.

To protect your Secret Codes you and your Authorised Users should comply with the Security Guidelines set out in the Electronic Banking Terms and Conditions.

Keep your cheques secure – treat your cheque book like cash.

Don't pre-sign cheques or leave any gaps in the completion of the payee name, amount in words or in figures. Endorse cheques "not negotiable" where possible.

## EQUIPMENT SECURITY

You and your Authorised Users must take all reasonable steps to protect the security of your respective computer hardware and software, and Mobile Devices. "Reasonable steps" are detailed in the Electronic Banking Terms and Conditions.

## AUTHENTICATION

In addition to taking the "reasonable steps" set out in the Electronic Banking Terms and Conditions, we recommend you consider adopting two-factor authentication, often referred to as "2FA". It is an authentication process which gives you an extra layer of protection on your online accounts. When logging in or processing some transactions, you'll be asked to verify your identity through another mechanism such as the requirement to input an SMS Code or a push notification to your Mobile Device.

## COMPLY WITH ENHANCED SECURITY MEASURES

For certain activities on your Cash Account, you or an Authorised User may be asked to comply with our enhanced security measures which provide an additional layer of security to protect you and us from unauthorised transactions and fraud. Refer to the Electronic Banking Terms and Conditions for more information.

## IF THEY OCCUR, YOU CAN BE LIABLE FOR UNAUTHORISED TRANSACTIONS IN CERTAIN CIRCUMSTANCES

Please check the transactions on your Cash Account carefully. If you suspect any error or unauthorised transaction please promptly notify us.

Maintaining the security of your Cash Account access including Secret Code, cheque book and equipment you use to access your Cash Account, and informing us as soon as security has been compromised, is very important because if there are unauthorised transactions on your Cash Account, in some circumstances you can be liable, including where:

- you have not taken reasonable steps to maintain security of your computer hardware or software, or Mobile Device
- you breach the Security Guidelines in the Electronic Banking Terms and Conditions
- you have contributed to the loss through fraud
- there's been extreme carelessness in failing to protect the security of Secret Codes, or
- you unreasonably delay notifying us after becoming aware of the loss, theft or unauthorised use of your cheque book, or a breach of the security of your Secret Code or Mobile Device.

Your liability will be determined under the Electronic Banking Terms and Conditions and any applicable codes of practice to which we subscribe.



### Contact us as soon as possible on 13 31 74 if:

- you find an unauthorised transaction
- you suspect that someone has gained access to your Secret Code or is using your Secret Code without your authorisation
- your Secret Code, computer or Mobile Device becomes lost or stolen, or
- your cheque book is lost or stolen or you suspect an unauthorised cheque transaction.

## ADDING TO YOUR CASH ACCOUNT

There are a number of convenient ways to add to your Cash Account.

### DIRECT DEBITS

Use this facility to easily set up automatic regular deposits into your Cash Account from external accounts in the same name.

Direct debits can be set up for a specific period or continued indefinitely and you have a choice of frequency – once-off, weekly, monthly, quarterly, half-yearly or yearly.

To establish a direct debit for deposits into your Cash Account from an account with another financial institution simply complete the *Direct Debit Request* form available online. To reduce or cancel a Direct Debit, you or your Financial Service Professional can simply contact us by emailing [transact@macquarie.com](mailto:transact@macquarie.com).

### DEPOSITING YOUR DIVIDENDS AND OTHER INCOME

Have your dividends and other income such as pensions, unit trust distributions and interest paid directly into your Cash Account. There is no minimum amount for these electronic deposits, after you have opened your Cash Account.

You cannot deposit cash (notes and coins) or third party cheques (a cheque that is not made payable to the account name it is being deposited to) into your Cash Account.

### BPAY

To send funds to your Cash Account via BPAY, contact the financial institution holding the funds, which must be a BPAY payer. Using your Electronic Banking service, enter the following numbers:

- Biller code – 667022
- Reference number – your Cash Account number

Please note: BPAY deposits take up to three Business Days to clear.

All deposits to your Cash Account must be made in Australian dollars (AUD). If, contrary to these terms, you attempt to make deposits to your Cash Account by any method other than those set out above and we permit that deposit to be processed, such deposits will be subject to any of our terms and conditions that Macquarie reasonably determines usually apply to the method of deposit used. Other options may be available upon request.

Forms are  
available  
online.

### PAYING INTO YOUR CASH ACCOUNT

You can transfer funds into your Cash Account from other financial institutions by requesting them to transfer funds on your behalf and giving them your Cash Account details (BSB, account name and account number).

### DEPOSITS FROM OVERSEAS BANKS

#### Transfers organised via an overseas bank

You can transfer funds to your Cash Account from overseas in Australian dollars (AUD), or by bank draft in AUD. When sending in funds transfers please instruct the sending bank to quote our SWIFT code:

MACQAU2S XXX

## HOW DO I WITHDRAW?

The Cash Account offers a range of options which enable you to access your funds quickly and easily online.

### ELECTRONIC BANKING

Electronic Banking allows you to:

- transfer funds to any Australian bank account up to a set limit per Business Day by entering the account number and BSB online
- use BPAY to make payments. BPAY limits can vary between financial institutions, you should check the limits before making a payment
- set up once-off or recurring payments and maintain scheduled payments.

You can also authorise your Financial Services Professional to initiate online withdrawals from your Cash Account to an externally linked bank or building society account as nominated by you on your application form.

All this can be done 24 hours a day, seven days a week. Simply visit [bellpotter.openportal.com.au](http://bellpotter.openportal.com.au) to register, accept the *Electronic Banking Terms and Conditions*, and log in. While your instructions can be given at any time, transactions will not be effected outside of cut off times. Refer to the *Lodgement and processing times* section for details.

### OTHER WITHDRAWALS

Please note that we do not allow cash withdrawals from your Cash Account.

Refer to the *Fees, limits and lodgement times* section for details.

### ADVISER INITIATED PAYMENTS

This is an Electronic Banking service provided by us that enables your Financial Services Professional to initiate and complete payments from your Cash Account when required, with your consent, via the use of a Secure Code we send to you which must be provided to them verbally.

Refer to section 7.19 of the Terms and Conditions for more details.

### RECURRING PAYMENTS

You can set up a funds transfer to make the same payment each week, fortnight, month or quarter, such as a mortgage repayment. Payments can be easily set up and maintained online through Electronic Banking. Please email us on [transact@macquarie.com](mailto:transact@macquarie.com) if you have difficulty accessing Electronic Banking.

Refer to the *Lodgement and processing times* section for more information.

### DIRECT DEBIT REQUESTS

You can authorise a person or organisation to withdraw from your Cash Account to arrange payment for expenses such as credit cards and other bills. To arrange this you will need to contact the receiving institution.

### USING YOUR CHEQUE BOOK

You can order a cheque book by contacting us. Fees and charges may apply.

#### What is the effect of crossing a cheque?

Crossing a cheque means drawing two parallel lines across the face of the cheque. When you cross a cheque, you are telling the bank that the cheque must be paid into an account with a financial institution and not cashed.

#### What is the meaning of “not negotiable”?

The words “not negotiable” between two parallel lines across the face of a cheque protects the true owner of a lost or stolen cheque. The effect is that, where the cheque is transferred, the person who ultimately obtained the cheque has no greater rights than the person who transferred it. For example, if your cheque has been stolen and passed by a thief to an innocent person, you will be able to recover the amount paid on your cheque from the innocent person (or the thief if they are found) – this is because the thief has no rights to the cheque and therefore has passed no rights to the innocent person.

#### What is the meaning of “account payee only”?

These words on a cheque are a warning to a financial institution with which the cheque is deposited that the cheque should be paid only to the person named in the cheque as payee.

### What is the significance of deleting “or bearer”?

The words “or bearer” mean that (except in the case where the cheque is crossed and must be collected by a financial institution) the financial institution on which the cheque is drawn has authority to pay it to any person in possession of it (even if that person found it or bought it) unless the financial institution has reason to suspect that the cheque might have fallen into the wrong hands. If you delete these words, the cheque becomes an “order” cheque.

If a cheque is an “order” cheque then (except in cases where the cheque is crossed and must therefore be collected by a financial institution) the financial institution on which the cheque is drawn should only pay it:

- a. to the named payee, or
- b. to any other person to whom the named payee, by endorsing the cheque on the reverse side, has ordered it to be paid.

When you fill out a cheque you need to do so carefully so it can't be subsequently altered easily by someone else.

Refer to the *Fees, limits and lodgement times* section for details.

### CASH ACCOUNT CLOSURE

You can ask us to close your Cash Account at any time by contacting us (conditions apply) or sending us a request in writing.

We may close your Cash Account in certain circumstances, please refer to section 12 of the Terms and Conditions for more information.

If we close your Cash Account, we will pay you the remaining balance of your Cash Account along with any accrued interest payable to you after all transactions and fees and charges have been debited to your Cash Account.

If your Cash Account is closed, you will be liable for any transactions that were not processed, or that occur after the Cash Account is closed. You are also liable for any unpaid fees or other costs associated with your Cash Account.

If your Cash Account is closed, make sure you notify anyone who either directly debits or credits your Cash Account.

### CEASING CASH, CHEQUES AND PHONE BANKING

In accordance with recent notices and announcements:

- you may not be able to order a new cheque book or deposit book from 1 January 2024 (or 20 May 2024 for existing account holders);
- phone banking services may not be available from 1 March 2024;
- cash and cheque services (deposits and withdrawals) may not be available at Macquarie offices from 20 May 2024; and
- cash and cheque services (deposits and withdrawals) may not be available at NAB branches from 1 November 2024.

## HOW DO I ACCESS INFORMATION ON MY CASH ACCOUNT?

You can access information relating to your Cash Account 24-hours a day using Electronic Banking.

### STATEMENTS

You can view and print your statements online. Statements are made available on a half-yearly basis, or more frequently if requested. You can also choose to receive printed statements. Please refer to the *Fees, limits and lodgement times* section for details.

You should check the entries on your statement carefully and promptly report any error or unauthorised transaction to us. If you have any queries on transactions included in your statement please contact us.

Up to 10 years  
of historical statements  
can be accessed online  
as long as your account  
is open.

### TELEPHONE RECORDING POLICY

You should be aware that we may record all of our phone conversations with you and your Financial Services Professional relating to your Cash Account. By applying for a Cash Account, you consent to this recording and our reasonable use (or any transcript of the recording) in any proceedings that may be commenced in connection with your Cash Account and you acknowledge that we are not obliged to maintain copies of such recordings or transcripts for your benefit. When calling, please let us know if you do not want your conversation to be recorded.

## COMPLAINTS

We have procedures in place to properly consider and deal with any complaints within 30 days of receipt. If the matter is more complex, it may take longer to resolve, however if we are unable to provide a final response to your complaint or dispute within this timeframe, we will:

- inform you of the reasons for the delay
- advise your right to complain to our external dispute resolution scheme
- provide you with details of our external dispute resolution scheme.

### CUSTOMER ADVOCATE

The Macquarie Customer Advocate's role is to:

- listen to our customers and provide a customer-centric voice when making recommendations to improve customer experience
- minimise the risk of future problems by reviewing key customer themes
- work with Macquarie complaint teams to promote fair and reasonable customer outcomes.

The Macquarie Customer Advocate is separate to Macquarie's operating, risk and support groups including its internal dispute resolution teams. You can contact the Macquarie Customer Advocate at the following address:

The Macquarie Customer Advocate  
Macquarie Bank Limited  
GPO Box 4294  
Sydney NSW 1164  
Email: [customeradvocate@macquarie.com](mailto:customeradvocate@macquarie.com)

### AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY

We are a member of the Australian Financial Complaints Authority (AFCA), which provides independent financial services complaint resolution that is free to consumers. If you are not satisfied with our response to your complaint, you can contact **AFCA** to make a complaint at the following address, quoting our **membership number 10019**:

Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001  
Telephone: 1800 931 678 (free call)  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Website: [www.afca.org.au](http://www.afca.org.au)

# FEES, LIMITS AND LODGEMENT TIMES

## FEES AND CHARGES

The fees in the following table apply for incidental services and special requests in relation to your Cash Account. These fees are payable when you request the relevant services and are debited from your Cash Account. Details will be outlined on your statement.

PRODUCT/SERVICE	FEES
Audit letter fee	Free
Transaction investigation	Free
Real Time Gross Settlement (RTGS) Transfer funds within the same Business Day to another Australian financial institution	Free
International funds transfer <sup>5</sup>	Free
Statements <sup>6</sup>	Free

## TRANSACTION ACCOUNT LIMITS

### Daily funds transfer limit

The daily limit on your Cash Account is \$20,000 per day for funds transfers. If you need to increase this limit, please contact us.

There is no daily limit for Electronic Banking transfers to your Nominated Accounts or between your Bell Potter Accounts.

### Daily BPAY limit

There is no daily limit for BPAY payments from your Cash Account (subject to BPAY biller code limits).

## LODGEMENT TIMES

Valid transaction requests must be submitted by the below lodgement times to allow for same day processing.

We may not be able to process any requests that are unclear, incomplete or require additional information on the same day.

LODGEMENT TIMES	SYDNEY TIME
Non electronic withdrawal requests <sup>7</sup>	2.00pm
Real Time Gross Settlement transfer (same day transfers)	12 noon
Direct entry bank transfer requests received online	5.00pm
NPP bank transfer requests received online <sup>8</sup>	N/A (available 24/7)
BPAY requests received online	5.00pm
Overseas funds transfers	12 noon

<sup>5</sup> For overseas funds transfers, financial institutions levy charges. If these charges are deducted from the funds, this will result in the beneficiary receiving a lesser amount than transmitted.

<sup>6</sup> Historical statements for up to 10 years are available, as long as your account is open.

<sup>7</sup> Non electronic withdrawal requests that are bank transfers, normally reach clients' accounts the following Business Day. Bank transfers (excluding BPAY) to Building Societies and Credit Unions may take up to 48 hours.

<sup>8</sup> This is only available to transfers made through Online Banking.

## PROCESSING TIMES<sup>9</sup>

### Immediate funds transfer and BPAY payment processing times (this does not include non electronic withdrawal requests or transfers via NPP)

Generally, a request will be processed as outlined in the table below:

TIME INSTRUCTION RECEIVED BY US	FUNDS TRANSFER – TIME PROCESSED BY US	BPAY PAYMENT – TREATED AS RECEIVED BY BILLER
Before 5pm on a Business Day	The same Business Day	The same Business Day
After 5pm on a Business Day	The next Business Day	The next Business Day
On a non-Business Day	The next Business Day	The next Business Day

### Scheduled funds transfers and BPAY payment processing times

Scheduled funds transfer and BPAY payments will be debited to and processed from your Cash Account as outlined in the table below:

WHEN THE FUNDS TRANSFER/ PAYMENT IS SCHEDULED FOR	FUNDS TRANSFER – TIME PROCESSED BY US	BPAY PAYMENT – TREATED AS RECEIVED BY BILLER
Business Day	On the same day	On the same day
Non-Business Day	The previous Business Day	The following Business Day

Scheduled funds transfers and BPAY payments may be altered or cancelled before the scheduled date (see below for details of applicable cut off times).

#### Modification cut off times

The following cut off times apply to modification of scheduled funds transfer and BPAY payments the business day before the payment is due.

FUNDS TRANSFER	BPAY PAYMENT
11.00pm	11.00pm

#### Cancellation cut off times

The following cut off times apply to cancellation of scheduled funds transfer and BPAY payments the business day before the payment is due.

FUNDS TRANSFER	BPAY PAYMENT
11.00pm	11.00pm

## DELAYS

A delay might occur in the processing of a transactions including where:

- there is a public or a bank holiday on the day, or on the day after, you or an Authorised User provide instructions or tell us to make the transaction
- we need to verify that the transaction is adequately authorised
- if your Cash Account has been inactive for an extended period of time. You may be unable to initiate a withdrawal transaction via Electronic Banking without contacting us first by phone, or
- another participant of the BPAY Scheme is not complying with its obligations, or there is a system malfunction.

We will use reasonable endeavours to correct such delay however the record date of your transaction may differ to the date you expect. **Please allow additional time to complete your payment instructions and/or to clear deposited funds in these circumstances.**

<sup>9</sup> All of the times in this section refer to Sydney time.

# TERMS AND CONDITIONS

These Terms and Conditions apply to the operation and features of the Cash Account, subject to the relevant provisions of the *Banking Code of Practice* adopted by Macquarie Bank Limited.<sup>10</sup>

## 1. DEFINITIONS

Capitalised terms used in these Terms and Conditions and in this Product Information Statement have the following meanings unless otherwise stated:

- 1.1 **Access code** is a unique code allocated to you or an Authorised User by us which identifies you or the Authorised User and when used in conjunction with a Secret Code provides access to Electronic Banking.
- 1.2 **ADI** means any bank, building society, credit union or other authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth).
- 1.3 **Adviser Initiated Payments** is an Electronic Banking service provided by us that enables an Authorised User to initiate and complete a Payment from your Cash Account on your behalf, with your consent, via the use of a Secure Code, which must be provided verbally to your Authorised User.
- 1.4 **Authorised User** means a person authorised by you to access and/or transact on your Cash Account(s) in accordance with these Terms and Conditions.
- 1.5 **Biller** means an organisation which tells you that you can make payments to them through the BPAY Scheme.
- 1.6 **BPAY Scheme** means a service which allows payments to be made electronically to Billers.
- 1.7 **Business Day** means every weekday except for Australian national public holidays.
- 1.8 **Cash Account** means a Bell Potter Cash Management Service Account.
- 1.9 **Confirmation** means an email, SMS, push notification or other digital confirmation sent to your Mobile Device by us.
- 1.10 **Destination Cash Account** means the bank account with the BSB and account number into which the Payment, the subject of the Adviser Initiated Payment, is to be transferred.
- 1.11 **Electronic Banking** means Online Banking.
- 1.12 **Financial Services Professional** means an adviser, accountant, administrator, stockbroker, risk specialist, mortgage broker, intermediary or any person that acts on your behalf in a similar capacity.
- 1.13 **Lodgement time** means the time by which payments and deposits need to be made on a Business Day.
- 1.14 **Login Details** means the user information necessary to access your Cash Account or information about your Cash Account electronically. Login Details include, without limitation your Access Code and any Secret Codes required to access Electronic Banking services.
- 1.15 **Macquarie Group** refers to Macquarie Bank Limited and its related entities.
- 1.16 **Mistaken Internet Payment** means a Pay Anyone Payment where the funds are paid into the account of an unintended recipient because a BSB, account number and/or other identifier that does not belong to the intended recipient was entered as a result of:
- you or an Authorised User's error, or
  - you or an Authorised User being advised of the wrong BSB, account number and/or other identifier.
- 1.17 **Mobile Device** means a mobile phone or another type of personal electronic device which is able to access Online Banking.
- 1.18 **Nominated Account** means a bank account held with Bell Potter or another financial institution nominated by you in writing to transfer funds to, via Electronic Banking.
- 1.19 **NPP** means New Payments Platform operated by NPP Australia Limited.
- 1.20 **NPP Payment** means a Pay Anyone Payment made through Online Banking and Mobile Banking which is processed via the NPP in near real time.
- 1.21 **Online Banking** means secured online banking services.
- 1.22 **Password** means a security password which is issued by us, or selected by you or an Authorised User which enables access to Electronic Banking.
- 1.23 **Pay Anyone Payment** means a payment that can be made through Online Banking which is processed via direct entry or through the NPP involving the transfer of funds from a Cash Account to another person's account held with Bell Potter, or to an account held by you or another person with another ADI.
- 1.24 **Payment** means a payment of any type including by BPAY, funds transfer, Scheduled Funds Transfer, Pay Anyone or by any other method allowed by Macquarie from time to time.
- 1.25 **Recipient** means any person or entity who receives a payment by any payment method, including BPAY billers and people receiving money from you by funds transfer or Pay Anyone.
- 1.26 **Scheduled Funds Transfer** means a funds transfer on a future date, including on a recurring basis.
- 1.27 **Secret Code** means individually and collectively any Login Details which we require you or an Authorised User to keep secret, including any Password, PIN or SMS Code.

<sup>10</sup> The Banking Code of Practice (BCOP) is an industry code which sets standards of good banking conduct. The relevant provisions of the BCOP will apply to this banking service if you are an individual or a small business (as defined in the BCOP).



- 1.28 **Secure Code** means a code we send by SMS to your mobile phone for you to provide consent and authorisation of a Payment from your Cash Account initiated by your Authorised User via Adviser Initiated Payments.
- 1.29 **SMS** means a service of sending short messages to a Mobile Device.
- 1.30 **SMS Code** means a code we send by SMS to your or your Authorised User's Mobile Device.
- 1.31 **Third Party Website** means a website relating to a product or service which is not our product or service, but which may be displayed and accessible through Online Banking or Mobile Banking.
- 1.32 **We, our, us or Macquarie** refers to Macquarie Bank Limited.
- 1.33 **Withdrawal** means any withdrawal of funds from your Cash Account.
- 1.34 **You** means you the Cash Account holder(s). Where the context permits it also includes any person carrying out any Cash Account transaction on your behalf, for example a person to whom you have given third party access.

## 2. VARIATIONS

We may change these Terms and Conditions and the other information contained in the *Bell Potter Cash Management Service Account Product Information Statement* in our reasonable discretion at any time. The minimum notice for any variations to your Cash Account is set out in the below table.

## 3. JOINT ACCOUNTS

- 3.1 If you open a Cash Account with more than one person, all joint Cash Account holders must authorise the application form to set up the Cash Account operating instructions. For the operating instructions on the Cash Account, we will only accept, 'any one of us to sign' or 'any two of us to sign'.
- 3.2 All joint holders of the Cash Account are liable jointly and severally for:
- any instructions or withdrawals made on the Cash Account; and
  - any transactions, fees and costs on the Cash Account.
- 3.3 Should you wish to alter the Cash Account operating instructions in the future, you must notify us in writing, in accordance with the signing instructions of your Cash Account.
- 3.4 If there is a dispute about the authority to operate the Cash Account, we reserve the right to permit operation on the Cash Account only when all joint Cash Account holders have authorised the instruction.
- 3.5 When a Cash Account is held in joint names and one Cash Account holder dies, the credit balance in the Cash Account will be treated as owing to the surviving Cash Account holder(s).
- 3.6 If you are experiencing financial difficulty and you ask us to, we can discuss your financial situation and begin to assist you without involving the other Cash Account holder.

VARIATIONS		
MINIMUM NOTICE	DAYS	METHOD OF NOTICE
Introduce a new fee or charge, including but not limited to a fee relating to the use of Electronic Banking (other than a government charge payable directly or indirectly by you)	30	In writing or electronically
Increase a fee or charge (other than a government charge)	30	In writing, electronically, by press advertisement or in any other way permitted by law
Change the method by which interest is calculated	30	In writing or electronically
Change the frequency with which interest is debited or credited	30	In writing or electronically
Change to any other term or condition (apart from the introduction or variation of a government charge payable directly or indirectly by you)	No later than day of change	In writing, electronically, by press advertisement or in any other way permitted by law
Change increasing your liability for losses relating to transactions conducted via Electronic Banking	30 days	In writing or electronically
Impose, remove or adjust a daily or other periodical transaction limit that applies to the use of Electronic Banking	30 days	In writing or electronically
Government charges	In advance of the change or as soon as practicable after, unless the change has been publicised by the Government	In writing, electronically or by press advertisement

#### 4. SUFFICIENT FUNDS

- 4.1 You will not be able to settle trades unless cleared funds are in your Cash Account.
- 4.2 Where you specify a future date for a Withdrawal, we may decline any other Withdrawal request that would leave insufficient funds to cover those obligations.
- 4.3 We may not accept transfer or payment instructions from you if the funds in your Cash Account available for Withdrawal are insufficient to cover the amount to be transferred.
- 4.4 We may dishonour any Withdrawal, if there are insufficient funds in your Cash Account at the time of Withdrawal. Acting reasonably, we may determine the order of priority of monies paid.

#### 5. INTEREST, FEES AND CHARGES

##### Interest

- 5.1 Interest is calculated daily by dividing the current interest rate by the number of days in the year (365 or 366 in a leap year) and multiplying by the daily closing balance, which is the credit balance of your Cash Account at the end of a day.
- 5.2 Where we tell you that stepped interest applies to your Cash Account, the interest earned is calculated according to the sum of the daily closing balance within each applicable step (depending on the amount in Account) multiplied by the interest rate applicable to that step divided by the number of days in the year.
- 5.3 If your Cash Account was set up by a Financial Services Professional, any additional interest applicable to you will apply across each step in accordance with this clause 5, unless noted otherwise.
- 5.4 Interest accruals are rounded up or down to the nearest cent daily:
- 0.5 cent or more is rounded up, and
  - less than 0.5 cent is rounded down.
- 5.5 All interest payments will generally be paid on the last Business Day of the month for all interest accrued for that month up to that Business Day. If the last calendar day of the month is not a Business Day, then any interest accrued on those remaining calendar days will be paid on the last Business Day of the following month.
- 5.6 All interest rates we offer are variable and we may, acting reasonably and subject to law, change the interest rate(s) applicable on any individual Cash Account from time to time.

##### Fees and charges

- 5.7 We will debit from your Cash Account all fees and charges applicable to the account as set out in the *Fees, limits and lodgement times* section or as notified to you by us from time to time.
- 5.8 We may, acting reasonably, adjust debits and credits to your Cash Account, and the balance or interest accrued on your Cash Account, in order to accurately reflect your and our legal obligations (for example, because of an error or because a deposited cheque or a direct debit payment is dishonoured).

- 5.9 We may, acting reasonably, deduct from your Cash Account any taxes which are introduced or become applicable to your Cash Account after commencement.
- 5.10 We may change (acting reasonably) the fees or charges from time to time (including introducing new fees and charges, or changing the way fees and charges are calculated or debited to your Cash Account).
- 5.11 Any failure by us to charge a fee shall not constitute a waiver of that fee or the right to charge that fee in the future.

#### 6. INSTRUCTIONS

- 6.1 Macquarie may, acting reasonably, accept and refuse Cash Account instructions, verbal, written or other electronic requests as Macquarie determines from time to time.
- 6.2 You acknowledge that Macquarie is entitled to rely on, and you will, subject to law, be liable for, any instructions which are received electronically, which appear to have been duly authorised by you. By providing instructions in this way you acknowledge there is an increased risk of fraud, you release us from any losses and liabilities arising from any payment or action we make in this respect, provided we have acted reasonably but without fraud and negligence.
- 6.3 We reserve the right to add further requirements at any time where we consider these to be reasonably necessary to protect your Cash Account.
- 6.4 You authorise and direct us to act on any instructions given to us by a user or a person using your Login Details and you are liable for any such instructions. We may reasonably delay acting on, or may ask you for further information before acting on, an instruction.
- 6.5 You authorise us to accept any instruction that has not been cancelled by you and notified to us prior to us acting on that instruction.



**Please be careful!** There is a risk that fraudulent electronic withdrawal requests can be made by someone who has access to your Cash Account number, your signature or your Login Details. From time to time we may verify these requests with you and, acting reasonably, reserve the right to deny the request.

## 7. AUTHORISING A THIRD PARTY TO ACCESS YOUR CASH ACCOUNT

We offer a facility where you may authorise a company, firm or another person to have access to and/or withdraw from your Cash Account. You can revoke these authorities at any time by emailing us at [transact@macquarie.com](mailto:transact@macquarie.com). We will update this in accordance with the signing instructions on your Cash Account.

There are five types of authority:

- Enquiry Authority
- Tax Payment Authority
- Financial Services Debit Authority
- General Withdrawal Authority, and
- Authorised Signatory.

The rights and obligations attaching to each level of authority are described in these Terms and Conditions.



Please consider carefully who you appoint as a third party authority on your Cash Account as we may follow their instructions as if they were yours. It is important that you understand this risk and carefully consider what level of authority you give to them.

### General terms which apply to all levels of third party authority

- 7.1 Only you may appoint a third party to withdraw from your Cash Account.
- 7.2 If you appoint a third party to withdraw from your Cash Account they will automatically be able to enquire on your Cash Account also.
- 7.3 We can impose additional conditions to these authorities at any time (acting reasonably).
- 7.4 You acknowledge and agree that these terms apply to the third party you appoint in the same way that they apply to you. We recommend that you ensure that every third party that you give authority in respect of your Cash Account has read and complies with these terms.
- 7.5 You will be in breach of these terms if any third party that you give authority to does not comply with these terms.
- 7.6 This authority takes effect on the date when we amend our records to note the appointment of the third party. This continues until we cancel it or you cancel it by contacting us. Cancellation takes effect on the date when we amend our records to note the change.
- 7.7 We will notify you if we cancel the appointment of a third party.
- 7.8 We will cancel the authority given to a third party if we are notified of the death, bankruptcy or loss of capacity of either you or the third party.
- 7.9 Third parties cannot set up direct debits on your Cash Account or, subject to clause 7.10, give other third parties access or authority on your Cash Account.

- 7.10 Where you give authority to a company or firm:
- a. the company or firm will give us details of people who can transact on its behalf
  - b. you acknowledge and agree that the company or firm may do this and the people they nominate can access your Cash Account according to the authority you have given to the company or firm
  - c. we will only act on Withdrawal requests from the company or firm, if the person requesting the Withdrawal has been nominated by it in accordance with our procedures, and
  - d. the company or firm must contact us if any nominated person no longer has authority. If you change adviser or cease using one, you should ensure you contact us promptly to cancel their authority. Otherwise, they may still be able to operate your Cash Account.

7.11 You acknowledge and agree that if the third party appointed by you does not comply with these terms, we may, acting reasonably, cancel the person's authorisation and also suspend, freeze or block your Cash Account.

7.12 You release us from all claims and liabilities in relation to your Cash Account resulting from the appointment of any third party, including your Financial Services Professional or any person nominated by them, as well as their use of Adviser Initiated Payments.

- 7.13 However we remain liable for any loss or liability which:
- a. arises as a result of our negligence, or
  - b. by operation of law we cannot exclude.

### Terms relating to each of the levels of authority

#### 7.14 Enquiry Authority

- a. You authorise the third party to have access to information about your Cash Account.
- b. Enquiry Authority does not allow the third party to make Withdrawals from your Cash Account, make changes to your Cash Account details or close your Cash Account

#### 7.15 Tax Payment Authority

You authorise the third party to withdraw funds from your Cash Account to make payments on your behalf directly to the Australian Taxation Office (ATO).

#### 7.16 Financial Services Debit Authority

You authorise your Financial Services Professional to make Withdrawals from your Cash Account to an account held in the name of or controlled by the Financial Services Professional's company or firm through which they are licensed to provide financial services to you.

#### 7.17 General Withdrawal Authority

- a. You authorise the third party to make payments and Withdrawals for any purpose.
- b. General Withdrawal Authority does not authorise the third party to make any changes to your Cash Account details or close your Cash Account.
- c. Your Financial Services Professional reserves the right to hold funds from the time the order is placed or the time of execution to settle trades.

### 7.18 Authorised Signatory

- a. You authorise the third party to make payments and Withdrawals according to the General Withdrawal Authority terms above.
- b. In addition, this authority also allows the third party to change your Cash Account details (subject to the signing instruction) and to close your Cash Account. This authority does not allow the authorised signatory to appoint other authorised signatories. We only allow Financial Service Professionals to be appointed as an Authorised Signatory in limited circumstances, and we reserve the right to remove such access from Financial Service Professionals in our absolute discretion.

### 7.19 Adviser Initiated Payments

Adviser Initiated Payments is a digital solution to enable your Financial Services Professional to initiate Payments on your behalf. You must provide authorisation of the Payment. Once you provide the Secure Code to your Financial Services Professional, they become an Authorised User on this transaction.

- a. When your Financial Services Professional requests a Payment on your Cash Account, we will send you a Secure Code via SMS to the mobile number you provide to us.
- b. It is your responsibility to ensure that your mobile number that you provide us is kept up to date.
- c. Where you provide the Secure Code to your Financial Services Professional, you consent to the Payment being made to the Destination Cash Account.
- d. If the Secure Code inputted by your Financial Services Professional matches the Secure Code that we have provided, then the Payment will be completed.
- e. We will provide you or a person you authorised with Confirmation of the authorised Payment. Please be aware of any contact details attached to the Cash Account as they will all receive this confirmation.
- f. Where an Adviser Initiated Payment is a Scheduled Funds Transfer, it will remain in effect until it is revoked or otherwise terminated by you, your Financial Services Professional or by us.

### 7.20 Bulk transacting by a Financial Services Professional

Bulk transacting is an administration tool we provide to your Financial Services Professional. The tool helps them efficiently collect fees and make bulk payments from multiple Cash Accounts that they or various Financial Services Professionals working for the same firm may have with us. We only permit this tool where you have provided the required level of authority over your Cash Account to your Financial Services Professional. There are no fees or charges to you for the use of bulk transacting by your Financial Services Professional.



Please check the transactions on your Cash Account carefully. If you suspect any error or unauthorised transaction please promptly notify us.

### Your Financial Services Professional

- 7.21 You choose and appoint your Financial Services Professional. Unless your Financial Services Professional is a representative of a Macquarie Group company, no Macquarie Group company is responsible for the acts or omissions of your Financial Services Professional. If you change your Financial Services Professional, you must notify us in writing. If your new Financial Services Professional is not registered with Macquarie, we will seek to assist them in becoming registered.

## 8. CHEQUES

- 8.1 You must wait three Business Days before drawing against cheques you have deposited.
- 8.2 To the extent permitted by law, you release us from claims and liabilities in connection with any act or omission relating to the operation of your cheque book.
- 8.3 We may, acting reasonably, cancel your cheque book if you do not comply with any of these terms, but we will endeavour to give you reasonable notice. Please destroy any unused cheques.
- 8.4 We may, acting reasonably and subject to any Law or Code, dishonour a cheque you have written for a number of reasons, including where:
- a. there are insufficient funds in your Cash Account
  - b. the signature is not valid or the cheque is unsigned
  - c. the cheque is presented over 15 months after its date
  - d. alterations on the cheque have not been signed by you
  - e. the cheque is presented before the date written on it
  - f. you have asked us to cancel the cheque, or
  - g. we have received notice of your death, loss of capacity or bankruptcy.
- 8.5 To stop a cheque or for further information on how to do this, contact us on 13 31 74. Payment may be stopped on a cheque that you have written where it has not yet been presented for payment. If your cheque has been presented and paid, we are not able to stop the payment.



Please contact us as soon as possible if you would like to stop or cancel a cheque, your cheque book is lost or stolen, or you suspect an unauthorised cheque transaction. If you do not, you may be liable for any cheque paid by us in good faith.

## 9. ELECTRONIC BANKING

- 9.1 We offer you access to your Cash Account by Electronic Banking. We will use reasonable efforts to ensure that access to Electronic Banking is available on a 24 hour continuous basis. However, this may not always be possible.
- 9.2 You agree that the first use of any Electronic Banking service will constitute your agreement to the *Electronic Banking Terms and Conditions* available on our website at [bellpotter.openportal.com.au/site/digital/bell-potter/electronic-terms-of-use](https://bellpotter.openportal.com.au/site/digital/bell-potter/electronic-terms-of-use).

9.3 For your security, we will send you Confirmations to inform you of changes or other important information concerning your Cash Account. You can turn these notifications on or off at any time by logging onto our Electronic Banking portal. If you have Confirmations turned on, we may use this service to deliver real time information concerning your Cash Account, such as transactions made by your Financial Service Professional. Please check your mobile phone number details provided to us are up to date to ensure Confirmations are properly delivered to you.

9.4 Please note that not all features listed in the *Electronic Banking Terms and Conditions* will be available to you as a Cash Account holder. Features not available to Cash Accounts include PayID and any functionalities relating to debit or credit cards.

## 10. LIABILITY FOR UNAUTHORISED TRANSACTIONS – CHEQUES

10.1 An unauthorised cheque transaction is a transaction not authorised by you or your authorised third party, or is executed without your knowledge or consent. You will not be liable for any unauthorised cheque transaction where:

- a. there was fraudulent or negligent conduct by us
- b. a forged, faulty, expired or cancelled cheque book was used, or
- c. it is clear you have not contributed to the loss resulting from the unauthorised transaction.

10.2 You will be liable for losses resulting from unauthorised cheque transactions where we can reasonably demonstrate that you contributed to the loss by:

- a. acting fraudulently
- b. not keeping your cheque book secure, or
- c. unreasonably delaying notifying us after becoming aware of the loss, theft or unauthorised use of your cheque book.

## 11. DIRECT DEBIT REQUEST SERVICE AGREEMENT

11.1 By completing a *Direct Debit Request* form, you authorise and request us to debit funds from the account you nominate, in accordance with the following terms:

- a. the account held by your nominated financial institution must be in the same name or names as your account
- b. where the due date for a debit does not fall on a Business Day, your nominated financial institution may vary the timing of the debit. If you are uncertain as to when a debit will be processed, you should ask that financial institution
- c. you must allow two Business Days for funds deposited through the Direct Debit service to be cleared
- d. third parties authorised to transact on your account cannot set up a Direct Debit on your behalf, but are allowed to reduce or cancel the existing regular Direct Debit on behalf of you
- e. you must promptly notify us if you know or suspect any unauthorised transactions have occurred in relation to your Direct Debits. You should also notify your other financial institution as soon as possible
- f. you must notify us promptly, if you believe that there has been an error in debiting your account. If we conclude as a result of our investigations that your account has been incorrectly debited, we will respond

to your query by adjusting your account accordingly. We will also notify you of the amount by which your account has been adjusted. If we conclude as a result of our investigations that your account has been correctly debited we will respond to your query by providing reasons and evidence of this finding

- g. you must ensure that there are sufficient cleared funds in your nominated account(s) to honour your Direct Debit Request
- h. you must ensure that the authorisation given to debit your nominated account is identical to the account signing instructions held by the financial institution where your nominated account is held
- i. your nominated financial institution(s) may decide the order of priority of payment by it of any monies
- j. your nominated financial institution(s) may at any time by notice terminate this request by notifying you or us in writing
- k. we may, by 14 days prior notice in writing to you, vary the timing of future debits, or any of the terms of section 11
- l. you can modify or defer your use of the Direct Debit service at any time by contacting us. Your request will normally be processed within seven days
- m. you can stop a particular debit or cancel your Direct Debit at any time by contacting us with seven days notice. You can also contact your nominated financial institution
- n. when your account is closed, all regular deposits under the Direct Debit service will cease
- o. we may, in our reasonable discretion, stop a direct debit arrangement at any time
- p. you acknowledge that we may be required to reveal details of your Direct Debit Request to our service providers to assist with the checking of any incorrect or wrongful debits to your nominated account. In all other circumstances, we will keep all information relating to your Direct Debit arrangements private and confidential unless otherwise required by law
- q. you authorise the external financial institution(s) nominated on the *Direct Debit Request* form to confirm the BSB, account number and account name to us if required
- r. direct debit requests through the Bulk Electronic Clearing System (BECS) are not available on all accounts. You should check your account details against a recent statement. If you are uncertain about these matters, you should contact your nominated financial institution, and
- s. the provider of your nominated bank account may charge you fees if your Direct Debit request dishonours.

## 12. SUSPENSION AND TERMINATION

12.1 We may close, suspend, freeze or block the operation of your Cash Account at any time or refuse to open a Cash Account for you, in our reasonable discretion. Examples of where this may occur include the following:

- a. If you, an Authorised User or any third party authorised to access your Cash Account breach any of the Terms and Conditions or *Electronic Banking Terms and Conditions* in a manner we reasonably consider involves a material risk to us

- b. if we reasonably consider that you or any third party authorised by you acts fraudulently or is in breach of any law
  - c. we know, or reasonably suspect, or you advise us that, your Mobile Device, Cash Account and/or PIN are no longer secure, or are being or will be used for fraudulent or unlawful transactions
  - d. if you or any third party authorised by you have not provided us with any information that we have reasonably asked you to provide, and we reasonably consider this creates a material risk to us or prevents us from complying with our legal or regulatory obligations or compliance policies
  - e. we identify that another party has opened the Account on your behalf
  - f. you provide us with information that does not belong to you such as an email or mobile phone number
  - g. in the case of you in particular, where we are notified of your death, bankruptcy, insolvency or loss of capacity
  - h. if we reasonably believe that your Cash Account is being used in a way that may cause loss to you or us
  - i. we identify that your payments may have been sent with unwanted, threatening and/or abusive payment descriptions
  - j. if we believe that it is necessary to do so to comply with the law or applicable code
  - k. behave in a way towards our staff, our service providers or other customers that we reasonably consider to be inappropriate
  - l. led us to become aware of any dispute which we reasonably believe has a bearing on the Cash Account until this dispute has been resolved to our reasonable satisfaction (for example, a dispute as to who may operate or owns the Cash Account)
  - m. acted in a way that entitles us to under law, or as required to by law (including, without limitation, any Anti-Money Laundering or Counter-Terrorism Financing laws and sanctions) or a court order
  - n. if you have not used or made any transactions on your Cash Account in the last 6 months and the Cash Account has nil balance
  - o. the balance of your Cash Account becomes subject to unclaimed monies requirements, or
  - p. acted in a way that could damage the business operations or reputation of the Macquarie Group, or
  - q. if we reasonably believe that it is necessary for business purposes.
- 12.2 Where possible, we will give you reasonable notice of suspension or termination of your Cash Account, however this may not be possible in all the circumstances.
- 12.3 You acknowledge that we retain the right not to provide products or services to anyone that we decide, in our reasonable discretion, that we do not wish to provide them to.
- 13. ANTI-MONEY LAUNDERING**
- 13.1 You must not knowingly do anything to put us in breach of the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006*, rules and other subordinate instruments (AML/CTF Laws).
- You will notify us if you are aware of anything that would put us in breach of AML/CTF Laws.
- 13.2 If requested you must provide additional information and assistance and comply with all reasonable requests to facilitate our compliance with AML/CTF Laws, an equivalent law in an overseas jurisdiction, and/or its internal policies and procedures.
- 13.3 You confirm that you are not aware and have no reason to suspect that:
- a. any deposit to the Cash Account is derived from or related to money laundering, terrorism financing or similar activities (Illegal Activities), or
  - b. proceeds of Withdrawals from the Cash Account will fund Illegal Activities.
- 13.4 You acknowledge that we are subject to AML/CTF Laws and/or its internal policies and procedures.
- 13.5 In certain circumstances we may be obliged to suspend, freeze or block an account where it is used in connection with Illegal Activities or suspected Illegal Activities. Freezing or blocking can arise as a result of the account monitoring that is required by AML/CTF Laws and/or its internal policies and procedures. If we freeze or block your Cash Account because we believe on a reasonable basis that we are required to do so in order to comply with AML/CTF Laws and/or our internal policies and procedures, we are not liable to you for any consequences or losses whatsoever, except to the extent such liability arose from our mistake, fraud, negligence or wilful misconduct.
- 14. COMBINING YOUR ACCOUNTS**
- 14.1 Acting reasonably, we may, at any time combine the balances of two or more of your accounts held with Macquarie. For example, we may do this if one of your accounts is overdrawn or in debit and the other is in credit. However, we will not do this if for example, where:
- a. we know the accounts are not held by you in the same capacity (for example, where you have personal account and also an account as trustee for someone else)
  - b. we have agreed to keep your accounts separate, or
  - c. we are bound by a code of conduct not to do so (such as the Code of Operation for Centrelink Direct Credit Payments).
- 14.2 We will inform you if we have combined any of your accounts. You should not treat your accounts as combined unless we have agreed to such an arrangement. In the event that your accounts are combined, we may continue to apply separate interest rates to percentages of the combined balance in accordance with previous arrangements.
- 14.3 We may close any or all of your accounts as if the combined accounts had at all times been a single account.

## 15. CHANGES TO YOUR CASH ACCOUNT

- 15.1 You promise that all particulars given to us are accurate and complete.
- 15.2 You agree to promptly notify us of any change in:
- your name, address, mobile number or email address
  - the authority of any third party,
  - your tax residency information including whether you become or cease to be a foreign tax resident, or
  - the contents of any application form or any other documents you provide us.
- 15.3 If no such notice is given, we, subject to law, are entitled to rely on information, authorisations and documents previously supplied by you. To the extent permitted by law, we are not responsible for any loss caused by or arising out of your failure to provide us reasonable notice of a change in your particulars.

## 16. NOTICES

- 16.1 You agree that subject to the requirements of BCOP or any law with which we must comply, and unless we agree otherwise at your request, we may give all notices and other communications in connection with these Terms and Conditions electronically:
- by emailing them to the most recent email address we have been advised of or sending them through SMS to the most recent mobile phone number we have been advised of, or
  - by making them available on Macquarie's website or through Online Banking.

## 17. TAXATION<sup>11</sup>

- 17.1 The application of taxation laws depends on a client's individual circumstances. Accordingly, you should seek independent professional advice on taxation implications before making any decisions about a financial product or class of products.
- 17.2 Your Tax File Number (TFN) is collected in accordance with the *Income Tax Assessment Act 1936* and the *Taxation Administration Act 1953*. Provision of a TFN or Australian Business Number (ABN) is not compulsory, however, if you do not quote your TFN (including both TFNs for joint accounts) or ABN or claim an exemption, tax may be withheld from the interest paid to you at the highest marginal tax rate plus the Medicare Levy. Declining to quote a TFN is not an offence.
- 17.3 You may quote your entity's ABN as an alternative to its TFN if you are opening the Cash Account for purposes related to that entity's business. An Australian Company Number (ACN) cannot be quoted in lieu of a TFN/ABN. If only an ACN is provided tax may be withheld at the top marginal rate (plus Medicare Levy).
- 17.4 You do not have to provide us with your TFN, and declining to do so is not an offence. If you do not quote your TFN (including all TFNs for joint accounts), ABN, or claim an exemption, tax may be withheld from the interest paid to you at the highest marginal tax rate (plus Medicare Levy).
- 17.5 For more information about the use of tax file numbers, please contact the ATO.
- 17.6 If you are a non-resident of Australia for taxation purposes, you must provide us with your overseas residential address. Tax may be withheld on the interest you earn on your Cash Account whilst you are a non-resident.

## 18. COSTS AND EXPENSES

- 18.1 Where permitted by law, you agree to pay us all reasonable costs and expenses incurred by us in connection with:
- the exercise and preservation of our rights under these Terms and Conditions, and
  - any legal proceedings or disputes between you and a third party where we become involved in such proceedings or disputes.

These costs and expenses are payable on demand or when we debit the Cash Account for them.

## 19. YOUR RIGHTS AND OUR RIGHTS

- 19.1 To the extent allowed by law, you give up any right to set off any amounts we owe you against amounts you owe us.
- 19.2 If any provision of these terms becomes illegal, invalid or unenforceable in any jurisdiction, this will not affect:
- the validity or enforceability in that jurisdiction of any other provision of these terms, or
  - the validity or enforceability in other jurisdictions of that or any other provision of these terms.

## 20. LAW AND JURISDICTION

- 20.1 These terms shall be governed in accordance with the laws of New South Wales.

If you are not a resident of Australia:

- you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in the state of New South Wales and any other court of any other jurisdiction notified to you by us for this purpose
- you agree, on request by us, to appoint an agent for service of process in Australia, and
- you consent to the service of process from any courts in Australia by mailing this to you at your address given in the application form or to any appointed process agent.

## 21. GENERAL

- 21.1 We may assign or otherwise deal with our rights under these terms in any way we consider appropriate, without your consent for legitimate business purposes including business reconstruction, amalgamation or sale, provided that we act reasonably (including ensuring that the recipient of such information and documentation observes the same duties of confidence and privacy which we have to you under these Terms and Conditions).
- 21.2 If anything under these terms is required to be done on a day that is not a Business Day, Macquarie will, at its discretion, process these on the last preceding Business Day or the following Business Day.

<sup>11</sup> Macquarie Bank Limited does not give, nor purport to give, any taxation advice. The application of taxation laws depends on a client's individual circumstances. Accordingly, you should seek independent professional advice on taxation implications before making any decisions about a financial product or class of products.

## 22. TRUSTEE REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 22.1 This clause applies if you are trustee of a trust (the trust named in the application form being referred to as the Trust). You, both as trustee of the Trust and in your own right, make the following representations and warranties:
- the relevant trust instrument is valid and complies with all applicable laws
  - you are properly appointed as trustee of the Trust, and
  - you comply with the terms of the Trust and your duties and powers.
- 22.2 Where you incur any obligation in any way relating to any asset which you hold as trustee, you incur that obligation both in your own right and in your capacity as trustee.

## 23. FOREIGN TAX RESIDENCY INFORMATION – FATCA AND CRS

- 23.1 You must not knowingly do anything to put Macquarie in breach of:
- sections 1471 to 1474 of the US Internal Revenue Code of 1986 (commonly known as FATCA), any associated regulations or official guidance, any agreement with the US Internal Revenue Service relating to FATCA or any Australian laws, regulations or official guidance relating to an intergovernmental agreement between the United States and Australia in connection with FATCA (FATCA Laws) or our internal policies and procedures, or
  - our obligations in relation to Common Reporting Standard under the *Taxation Administration Act 1953* (Cth) (commonly known as CRS), any associated regulations or official guidance, the OECD Multilateral Competent Authority Agreement on Automatic Exchange of Cash Account Information or any Australian laws, regulations or official guidance in connection with CRS (CRS Laws) or our internal policies and procedures.
- 23.2 You agree to provide to Macquarie all the information or assistance we may request at any time, (whether as part of the application process or otherwise) to ensure that we are able to comply with our obligations under the FATCA Laws, CRS Laws or our internal policies and procedures.
- 23.3 In making an application, you consent to Macquarie disclosing in connection with the FATCA Laws, CRS Laws or Macquarie's internal policies and procedures any of your Personal Information (as defined in the *Privacy Act 1988* (Cth)).
- 23.4 Macquarie retains the right not to provide products or services to you where we decide, in our reasonable discretion, that we do not wish to provide, including where information has not been provided as required to comply with FATCA Laws or CRS Laws.

## 24. UNCLAIMED MONEY

- 24.1 If your Cash Account has a balance of \$500 or more (or such other amount as is prescribed under applicable laws from time to time) and you have not transacted on that Cash Account for seven (7) years, and neither you nor your authorised third party have notified us within this seven year period that your Cash Account is to remain active, then we are required by law to close your Cash Account and remit the balance of your Cash Account to the Commonwealth Government.

- 24.2 Whilst you can reclaim your money from the Commonwealth Government at any time, we suggest that your Cash Account is operated regularly or you contact us to avoid this inconvenience.
- 24.3 More information on unclaimed money can be found on the Australian Securities and Investments Commission's (ASIC) website at <http://www.asic.gov.au>.
- 24.4 There may be other situations where we are legally required to close your Account and remit the balance of your Account to the Commonwealth Government, to ASIC or other regulatory bodies, such as where a company or association that holds the Account is deregistered.

## 25. ELECTRONIC MESSAGE SERVICE

- 25.1 The Electronic Message Service (EMS) is a mechanism by which you are able to electronically receive information regarding contributions from your employer to your Self Managed Super Fund (SMSF), as required under superannuation law. By providing our electronic service address to your employer, you are agreeing to be bound by these terms.
- 25.2 A contribution message (Message) is an electronic message sent to us by your employer providing details relating to a contribution payment made to your SMSF. Your employer is responsible for the content and accuracy of the information provided in the Message.
- 25.3 Receiving a Message does not ensure a contribution payment has been made. We recommend checking with the sender of the message to be sure.
- 25.4 The EMS can be provided either by us or a third party service provider until there is a change in the law.
- 25.5 As part of the EMS we will accept Messages and may notify you when these become available by email or online. Relevant details of your contribution payments will be available via Electronic Banking and to any Financial Services Professionals with authority on your Cash Account.
- 25.6 We will reject any Messages that cannot be matched to a Cash Account.
- 25.7 We do not provide and are not responsible for:
- reconciling contribution payments to Messages or Messages to trustees of the SMSF, or
  - any reporting or consolidation of Messages, or
  - removing any Messages which are incorrect, or
  - providing or receiving information regarding rollovers.
- In addition to the above, we are not responsible for any errors in the Message which do not allow us to match the Message to your SMSF.
- 25.8 You are responsible for:
- complying with all applicable laws relating to your SMSF, and
  - contacting the message sender if there are any errors with the information contained in the Message.
- 25.9 By providing our electronic message address to your employer you are providing consent for us to collect, hold, use and disclose any personal information contained in the Message in accordance with our Privacy Policy.



