GUIDE TO HERITAGE LINE OF CREDIT AND OVERDRAFT PRODUCTS

TERMS AND CONDITIONS

HERITAGE CREDITS TERMS AND CONDITIONS

LIVING EQUITY LINE OF CREDIT (S54)

BUSINESS OVERDRAFT (S53)

BUSINESS LINE OF CREDIT (S25)

EFFECTIVE 1 MARCH 2009

Heritage Building Society

People first.

CONTENTS

ABOUT THIS GUIDE

This Guide sets out terms and conditions which apply under your credit contract if you have one of the following accounts with Heritage:

- Living Equity line of credit (S54); or
- Business Overdraft (S53); or
- Business Line of Credit (S25).

The **Glossary** section explains the meanings of some words and phrases we use in this Guide.

The **Terms and conditions** section contains the terms and conditions.

This Guide is not the only thing you need to read in order to understand the full terms and conditions of your credit contract. See condition 1 for more information about the other components of your credit contract.

GLOSSARY

We have set out below some important terms that are used throughout this Guide. Alongside each term is an explanation of what it means.

account	a Heritage account of one of the following types: ▪ Living Equity (S54); ▪ Business Overdraft (S53); ▪ Business Line of Credit (S25)
Australian cheque	a cheque drawn on an Australian financial institution which is a member of the Australian Paper Clearing System (APCA).
Australian money order	a money order issued by Australia Post as the drawee.
available funds	means: ▪ if your account has a debit balance – the difference between clear funds included in the account balance and the credit limit; or ▪ if your account has a credit balance – the total of the clear funds included in the account balance and the credit limit
banking day	a day other than a Saturday, Sunday or national public holiday
branch	a Heritage branch **Note** You can obtain a listing of Heritage branches and mini-branches, or search for the location of the Heritage branch or mini-branch closest to you, on our website at www.heritageonline.com.au
card	a Visa credit card issued by Heritage
cardholder	a person to whom a card is issued on your account

Consumer Credit Code	the Consumer Credit Code of any State or Territory which applies in relation to the credit contract
credit contract	see condition 1
daily limit	a limit that applies for a day ending at 12 midnight Australian Eastern Standard Time
EFT Code	the *Electronic Funds Transfer Code of Conduct* issued by the Australian Securities and Investments Commission on 1 April 2001 and amended on 18 March 2002, including any later amendments that Heritage adopts
Heritage	Heritage Building Society Limited ABN 32 087 652 024
Heritage Access Line	Heritage's phone banking service
Heritage on-line	Heritage's internet banking service
joint account	an account in the joint names of two or more persons
member number	a unique number that we use to identify you and your accounts in our systems
mini-branch	a Heritage mini-branch, which is operated by an agent of Heritage who is authorised by Heritage to provide some financial services on Heritage's behalf **Note** You can obtain a listing of Heritage branches and mini-branches, or search for the location of the Heritage branch or mini-branch closest to you, on our website at www.heritageonline.com.au
PAN	a Phone Access Number which is used to gain access to, or make transactions through, Heritage Access Line

PIN	a Personal Identification Number which can be used with a card to make transactions at ATMs and electronic terminals
recognised instructions	instructions you or a signatory or cardholder give us: ▪ by properly completing and signing a form we provide for the purpose; or ▪ through Heritage on-line or Heritage Access Line if we accept that type of instruction through Heritage on-line or Heritage Access Line; or ▪ by some other method we agree to accept
signatory	a person authorised by you to transact on, and obtain information from us about, your account **Note** When it makes sense, a reference in this Guide to a signatory also includes a cardholder and a token holder
transaction	a dealing concerning your account including: ▪ a withdrawal or something else that results in a debit to your account; and ▪ a deposit or something else that results in a credit to your account; and ▪ giving us recognised instructions concerning your account
we/us/our	Heritage
you/your	the person or persons: ▪ who has or have entered into a credit contract with Heritage in connection with a credit card product; and ▪ in whose name an account is held (and, if there are two or more of you, it refers to each of you separately as well as to you jointly)

There are other terms which are defined in the **Terms and conditions** section. Those definitions are signified by the use of the term in **bold type** where it is defined.

TERMS AND CONDITIONS

1. Your credit contract

Your account is governed by a credit contract.

Depending on the account type, the **credit contract** consists of the items listed in the following table.

ACCOUNT TYPE	ITEMS COMPRISING THE CREDIT CONTRACT
Living Equity (S54)	▪ the *Specific Particulars* issued to you by Heritage ▪ Heritage's *Lending Terms and Conditions* booklet ▪ this Guide
Business Overdraft (S53) Business Line of Credit (S25)	▪ the letter of offer or *Specific Particulars* issued to you by Heritage ▪ each other document specified in the letter of offer or *Specific Particulars* ▪ this Guide

This Guide must be read in conjunction with those other components of your credit contract.

2. Your acceptance of these terms and conditions

You accept the terms and conditions in this Guide whenever the first thing happens out of:

- you or a cardholder signing a card; or
- you or a cardholder using a card; or
- you or a cardholder obtaining credit under the credit contract in any way; or
- you signing another component of your credit contract; or
- you signifying to us your acceptance of these terms and conditions in some other way.

If you do not want to accept these terms and conditions, you should not do any of those things or let a cardholder do so. Before you or a cardholder has done any of those things, you can cancel the credit contract by returning all cards (and any cheque book) issued on your account and giving us recognised instructions to cancel the credit contract.

3. Credit limit

The **credit limit** is the maximum amount of credit that we agree to provide on your account. The following table explains where in your credit contract to find details of the credit limit for your account.

ACCOUNT TYPE	WHERE TO FIND DETAILS OF THE CREDIT LIMIT
Living Equity (S54)	The *Specific Particulars* which are part of the credit contract
Business Overdraft (S53) Business Line of Credit (S25)	The letter of offer or *Specific Particulars* which is part of the credit contract

We can increase the credit limit at your request or with your consent. Any increase in the credit limit is subject to our approval.

We can decrease the credit limit at any time.

You must make sure that the account balance never exceeds the credit limit without our written approval. If the account balance does exceed the credit limit at any time, you must immediately pay the difference by making a deposit to your account.

4. Account can be operated in debit or in credit

Your account can be operated:

- in debit (with an amount owing by you to Heritage, but see condition 3 about the credit limit); or
- in credit (with an amount standing to your credit in the account).

5. Withdrawals

Generally, withdrawals can be made from your account in these ways:

- If your account has a cheque facility attached, you can make withdrawal transactions by cheque.
- If your account has a card attached, you or a cardholder can make withdrawal transactions by using a card (for example, obtaining cash advances at ATMs and making purchase transactions with merchants).

- If your account is accessible through Heritage on-line or Heritage Access Line, withdrawal transactions can be made through Heritage on-line or Heritage Access Line.
- You or a cardholder can make withdrawal transactions by direct debits, periodical payments or BPAY®.

6. Deposits

Making deposits

Generally, deposits can be made to your account in these ways:

- You can deposit cash, a cheque or a money order at a Heritage branch or mini-branch (and also, if you use your card when making the deposit to a Living Equity (S54) account, at a participating Bank@Post agent). We do not have to accept all cheques or money orders (for example, we may not be able to accept some overseas ones). You will need to quote your account number or produce the card issued on your account.
- You can send a cheque or money order to us by mail. You will need to quote your account number. If the cheque or money order is lost or stolen in the mail before we actually receive it, we will not be responsible. Do not send cash through the mail.
- You can electronically transfer funds to the account.

Clearance of cheques and money orders

The following clearance times apply to cheques and money orders deposited to your account.

DESCRIPTION OF DEPOSIT	CLEARANCE TIME
Deposit of an Australian cheque or Australian money order at a Heritage branch on a banking day before the collection of that Heritage branch's cheques on a banking day	3 banking days

DESCRIPTION OF DEPOSIT	CLEARANCE TIME
Deposit of an Australian cheque or Australian money order at a Heritage branch on a banking day after the collection of that Heritage branch's cheques on a banking day, or on a non-banking day	4 banking days
Deposit of an Australian cheque or Australian money order at a Heritage mini-branch or ATM	4 banking days
Deposit of an Australian cheque or Australian money order at a Bank@ Post outlet	7 banking days
Deposit of an overseas cheque	30 banking days

These clearance times are only a guide. Sometimes it may take us longer to collect a cheque or money order. We may not accept a deposit to your account of a cheque which is not an Australian cheque or a money order which is not an Australian money order.

If we make the proceeds of a cheque or money order available in your account, it does not necessarily mean we have collected it. We can reverse any credit for the cheque or money order if it is dishonoured or at any time before we have collected it.

You can ask for a special clearance on an Australian cheque which is deposited to your account. We cannot guarantee that the cheque will be cleared any more quickly if you ask for a special clearance. A fee applies if you ask for a special clearance.

7. Fees and charges

The fees and charges payable by you under the credit contract are set out in other parts of the credit contract.

Depending on your account type, you can find details of specific fees and charges as summarised below.

ACCOUNT TYPE	WHERE TO FIND DETAILS OF FEES AND CHARGES
Living Equity (S54)	The *Specific Particulars* which are part of the credit contract
Business Overdraft (S53) Business Line of Credit (S25)	The letter of offer or *Specific Particulars* which is part of the credit contract

In addition, you must pay:

- any government charges applying to your account; and
- our reasonable enforcement expenses (including those reasonably incurred by the use of our staff and facilities).

We can debit the fees and charges to your account when or any time after they are incurred.

8. Statements

We will issue statements of your account to you on a monthly basis. The statement cycle will be determined by a **statement date** which is a date in each month that we use as the date for issuing statements on your account.

We will not issue a statement for a particular month if:

- your account has an outstanding balance below $10 as at the statement date and no entries have been made on your account since the previous statement date; or
- we have written off the amount you owe us on your account and no other entries have been made on your account since the previous statement date; or
- you have not kept to the credit contract for at least two previous statement periods and we have refused to allow credit on your account for the month leading up to the statement date.

You should read your statements carefully and let us know immediately if you think there is a mistake, information is missing or there are transactions that were not authorised.

When a card is used to make a transaction, the merchant or financial institution is required to give the cardholder a record of the transaction. You should carefully check all of those records because the amount recorded will be sufficient evidence of the amount of the transaction unless it is proved to be wrong.

9. Authority to operate

Signatories

We may allow you to appoint a signatory.

If you appoint a signatory, they may be able to transact on accounts under your member number, and obtain information from us about those accounts, in the same way you could.

You can appoint, or cancel the authorisation of, a signatory at any time by giving us recognised instructions.

We will cancel the authorisation of a signatory if we are notified that you have died or become mentally incapacitated.

Powers of attorney

If you appoint an attorney under a power of attorney, we may treat the attorney as a signatory. Before we do so, we will usually require you or the attorney to produce a certified copy of the power of attorney and we may also require further evidence to satisfy us that the power of attorney is valid and is in force. We will also require the attorney to satisfy our identification procedures. We do not have an obligation to treat your attorney as a signatory.

10. Cards

Accounts on which cards can be issued

Cards can only be issued on the following account types covered by this Guide:

- Living Equity (S54);
- Business Overdraft (S53).

Issuing of cards

A card can only be issued on your account if we agree and it is to be issued to you and you are at least 18 years old, or it is to be issued to another cardholder who is at least 16 years old.

The person we issue a card to is called a **cardholder**. If the cardholder is not you, you are responsible for making sure the cardholder follows these terms and conditions.

We may require a proposed cardholder to satisfy our identification procedures before issuing a card to that person.

The cardholder must sign on the back of the card as soon as it is issued. Cards are not transferable and remain Heritage's property at all times.

A card can be used to access a maximum of 3 accounts of the following types:

- one loan account (a Heritage account of a type covered by this Guide); and
- one savings account (a Heritage access, savings or non-personal account of a type that can be accessed by cards); and
- one cheque account (a Heritage access, savings or non-personal account of a type that can be accessed by both cheques and cards).

A cardholder may be able to transact on accounts under your member number, and obtain information from us about those accounts, in the same way you could.

PIN

Each card will be issued with a PIN. We may allow a cardholder to select a PIN.

A cardholder may ask to be issued with, or to select, a new PIN if the cardholder forgets the PIN or simply wants to change it.

A cardholder can only select a PIN by attending a Heritage branch or mini-branch.

Use of cards

A card can be used, only during the currency period printed on it, by the cardholder to:

- withdraw cash at ATMs that accept the card by inserting or swiping the card in the ATM and entering the PIN for the card; and
- make deposits at ATMs that accept the card; and
- perform purchase and EFTPOS transactions with merchants who accept the card as a payment method in person, by presenting the card to the merchant or swiping the card in the merchant's electronic terminal and entering the PIN for the card or (in some cases) signing an authorisation voucher for the transaction; and
- perform purchase transactions with merchants who accept the card as a payment method by telephone, over the internet, by mail order or in other ways, by presenting the card or quoting details from the card.

We are not responsible if a merchant refuses to accept or allow a cardholder to use the card, charges a different price when a card is used to make payment for goods or services or charges a fee if a cardholder uses the card to pay for goods or services.

If a cardholder uses the card to obtain cash, the cardholder is responsible for the safety of the cash.

Charge of card transactions to your account

We will charge to your account the amount of any transaction made by a cardholder with a card attached to your account.

If a transaction is made overseas or in foreign currency:

- the foreign currency amount will be converted to Australian currency before being charged to your account; and
- the exchange rate will be the applicable exchange rate on the day that Visa International processes the transaction (which may not be the same day as the cardholder performed or authorised the transaction); and
- the exchange rate may differ from the exchange rates available from other foreign exchange dealers; and
- we accept no responsibility for the exchange rates used or fees charged by other institutions or organisations.

Pre-authorisations

A card may be used for pre-authorisations.

A **pre-authorisation** is when the cardholder authorises a merchant to check, at the time of pre-ordering goods or services (for example, hotel bookings and car rentals), whether there are sufficient available funds in your account for the anticipated purchase transaction. As part of the pre-authorisation, the cardholder authorises an amount of the pre-authorisation.

The amount of the pre-authorisation is then 'frozen' and reduced from the available balance of your account.

If a purchase transaction is subsequently completed with the merchant, the merchant should cancel the pre-authorisation.

If a purchase transaction is not completed, the merchant can cancel the pre-authorisation or it will subsequently expire.

When a pre-authorisation is cancelled or expires, the part of the available balance of your account which had been 'frozen' by the pre-authorisation again forms part of the available balance.

If you believe that there is a pre-authorisation on your account which should not be there, you should initially contact the merchant involved to have it cancelled. If that is not successful, you can call the Heritage Contact Centre on 13 14 22 for assistance.

We accept no responsibility for merchant errors in processing pre-authorisations or for merchant delays or errors in cancelling pre-authorisations.

Transaction limits

The following daily limits apply to a card issued on your account, for transactions of that type made with the card.

TRANSACTION TYPE	DAILY LIMIT
Withdrawals or purchases at ATMs and EFTPOS terminations when a PIN is entered	$1,000

There is also a minimum amount of $20 for a cash advance in Australia. A cardholder cannot obtain a cash advance in Australia of less than $20.

In addition, individual limits or minimum cash advances may apply at particular ATMs, EFTPOS terminals and financial institutions. These individual limits and minimum amounts are set by the operator of the ATM, the merchant operating the EFTPOS terminal or the financial institution concerned.

Cancellation

We may cancel a card at any time if:

- you or the cardholder return the card to us and give us recognised instructions to cancel it; or
- we believe continued use of the card could result in a loss to you or to us; or
- there has been a breach of the credit contract by you or the cardholder.
- If a card is cancelled:
- you must make sure the card is returned to us (if we ask for it back) or destroyed; and
- you or the cardholder must not use or attempt to use the card; and
- you must make sure any direct debit authority attached to the card is cancelled (by contacting the debit user concerned); and

- you must make sure any periodical payment attached to the card is cancelled; and
- you are still responsible for transactions which are charged to your account; and
- we can charge interest and fees and charges relating to those transactions.

Direct charging

From 3 March 2009, the system of direct charging will begin to apply in Australia.

Direct charging means that when a cardholder uses their card at an ATM other than a Heritage ATM:

- after the cardholder has entered their PIN, a message will appear on the ATM screen to indicate to the cardholder how much the operator of the ATM will charge to use the ATM; and
- the cardholder will be asked whether they want to continue with the transaction or cancel; and
- if the cardholder continues, the operator of the ATM will charge a fee which will be debited to your account with the transaction; and
- if the cardholder cancels, no fee will be charged.

Please note that Heritage does not set the fees charged by ATM operators under the direct charging system and accepts no responsibility for those fees.

Example

If a cardholder on your account withdraws $100 at a non-Heritage ATM, and the operator of the ATM charges a fee of $2.50 for using the ATM, $102.50 will be debited to your account.

Fees charged by the operator of an ATM are in addition to any fees charged by Heritage.

Chips

If a card attached to your account has an embedded electronic microchip:

- the cardholder must ensure that the chip is protected from misuse, tampering, damage, destruction, unauthorised use or removal from the card; and
- no one other than the cardholder may use the chip; and
- if you or the cardholder are required under these terms and conditions to destroy the card, you or they must do so by cutting the chip in half.

Destroying and return of cards

You or the cardholder must destroy a card (or, if Heritage requires, return it to Heritage) attached to your account if:

- it expires; or
- it is cancelled; or
- Heritage requires the card to be destroyed or returned.

11. Cheques

Cheque facility

A cheque facility can only be attached to your account if we agree and:

- you are at least 18 years old; and
- no other account under the same member number already has a cheque facility attached to it.

If a cheque facility is attached to your account, you and any signatory must:

- keep the cheque book in a safe place; and
- not leave signed blank cheques in the cheque book or anywhere else; and
- immediately tell us if the cheque book is lost or stolen; and
- follow all instructions that we print on the cheque book.

We can pay a cheque and debit the amount of the cheque to your account if:

- a cheque facility is attached to your account; and
- the cheque is presented to us; and
- the cheque has your signature or a signatory's signature on it.

We do not have to pay a cheque if those requirements are not satisfied or if:

- we think the cheque is not genuine; or
- the cheque has not been written out from a cheque book we issued to you or the signatory; or
- there are not enough available funds in your account to cover the amount of the cheque.

We are not liable to you or any other person if:

- we decide to pay a cheque; or
- we decide not to pay a cheque; or
- we decide to treat a cheque (including a post-dated cheque) in any other way; or
- there is a delay before we decide; or;
- anyone refuses to accept a cheque.

A fee applies if we dishonour a cheque or if we pay a cheque and it causes your account to become overdrawn.

You can ask us to stop payment of a cheque drawn on your account which has not yet been paid by giving us recognised instructions. We can charge you a fee for this.

Heritage may cancel a cheque facility at any time if you breach these terms and conditions or if we think that continued use of the cheque facility may cause loss to you or us. We are not liable to you for cancelling your cheque facility or for not cancelling your cheque facility even if we could have.

Heritage cheques

You can ask us to issue a Heritage cheque on your account. We do not issue Heritage cheques on all account types. We will not normally issue a Heritage cheque if there are not enough available funds in your account.

If you want a Heritage cheque, you will need to give us recognised instructions about the amount of the Heritage cheque and who you want it made payable to. When we issue it, we will debit the amount of the Heritage cheque to your account.

A Heritage cheque has the same status as what is commonly called a bank cheque. It is a cheque that Heritage draws on itself.

A fee applies if we issue a Heritage cheque on your account.

12. Heritage on-line (personal internet banking)

Registration

You can register for the personal internet banking service on Heritage on-line by completing the application form available at www.heritageonline.com.au and following the instructions there.

If you register for Heritage on-line, all the accounts under your member number which are of a type that can be accessed through Heritage on-line (including some accounts not covered in this Guide) will become accessible through Heritage on-line.

Password

If you register for the personal internet banking service on Heritage on-line, you will be issued with a Heritage on-line password.

If you have a joint account which requires two or more of you to act together in order to transact, one of you will be issued with a Heritage on-line login password and the other of you will be issued with a Heritage on-line authorisation password.

If you have a joint account under which any one of you can transact, each of you will be issued with the same Heritage on-line login password.

The Heritage on-line password is a secret code. See condition 19 for more information.

The Heritage on-line password which we issue to you when you register for Heritage on-line personal internet banking lapses after 7 days. You need to select a new Heritage on-line password within those 7 days in order to keep using Heritage on-line.

We do not issue a Heritage on-line password to a signatory on your account.

Transacting

Heritage on-line personal internet banking can be used to perform transactions, obtain information (such as account balances and transaction details) and communicate with us.

You can use Heritage on-line to transfer funds from your account to an account at an Australian financial institution other than Heritage (we call these transactions **inter-bank transfers**) if:

- you have given us recognised instructions to pre-register the account at the other financial institution; or
- you have given us recognised instructions to register you for the 'Pay Anyone' facility on Heritage on-line.

In addition, you can use Heritage on-line to transfer funds from your account to another account with Heritage (we call these transactions **Heritage account transfers**) if:

- the other account is under the same member number as your account; or
- the other account is under a different member number but you have given us recognised instructions to pre-register the account; or
- you have given us recognised instructions to register you for the 'Pay Anyone' facility on Heritage on-line.

You can also initiate BPAY® payments through Heritage on-line.

We are continually reviewing and upgrading Heritage on-line and therefore the types of transactions, information and communications available through Heritage on-line may change.

If you have a joint account which requires two or more of you to act together in order to transact, you will only be able to use Heritage on-line to perform withdrawals, payments or transfers if both the Heritage on-line login password and authorisation password are entered. However, the one of you with the Heritage on-line login password will be able to use Heritage on-line to obtain information.

Transaction limits

The following daily limits apply to transactions made through Heritage on-line. You can request us to set lower limits for the transaction types set out below. These limits apply to all accounts under your member number.

TRANSACTION TYPE	DAILY LIMIT
If you are not registered for 'Pay Anyone'	
Heritage account transfers	No limit
Inter-bank transfers to a pre-registered account at another financial institution	$25,000
BPAY® payments to financial institutions	Nil, unless you give us recognised instructions nominating a higher amount (to a maximum of $25,000)
Other BPAY® payments	No limit
If you are registered for 'Pay Anyone'	

TRANSACTION TYPE	DAILY LIMIT
Heritage account transfers	$5,000
Inter-bank transfers	$5,000
BPAY® payments to financial institutions	Nil, unless you give us recognised instructions nominating a higher amount (to a maximum of $25,000)
Other BPAY® payments	No limit

Processing of transactions

Transactions through Heritage on-line will generally be processed on either the same or the next banking day.

EFT Code

We will comply with the requirements of the EFT Code that are applicable to Heritage on-line, accounts accessible through Heritage on-line or transfers of value to or from your account through Heritage on-line.

13. Heritage on-line (business internet banking)

Registration

You can register for the business internet banking service on Heritage on-line by completing the application form available at Heritage branches and following the instructions on the form.

If you register for Heritage on-line, all the accounts under your member number which are of a type that can be accessed through Heritage on-line (including some accounts not covered in this Guide) will become accessible through Heritage on-line.

Login password

If you register for the business internet banking service on Heritage on-line:

- the person you have nominated by giving us recognised instructions will be issued with a Heritage on-line login password; and
- the person you have nominated by giving us recognised instructions will be issued with a Heritage on-line authorisation password.

The people who have been issued with a Heritage on-line login password or authorisation password are called **password holders**. A signatory on any of your accounts will be taken to be a nominated password holder.

By giving us recognised instructions, you can change a Heritage on-line password and change the password holders.

Heritage on-line passwords are secret codes. See condition 19 for more information.

Security tokens

To perform certain transactions through the business internet banking service on Heritage on-line, a special device called a **security token** is required. A security token is an electronic device which can be used to generate codes (called **token codes**) which can then be used to initiate or authorise transactions.

The transactions for which a security token is required include external batch payments. We can modify the types of transactions for which security tokens are required.

We may issue a security token to any person you authorise by giving us recognised instructions. The people who have been issued with security tokens are called **token holders**.

Each security token issued to a token holder will have permissions assigned according to your recognised instructions. The permissions define some of the functions that the token holder can and cannot perform through the business internet banking service on Heritage on-line by using their security token. For a transaction requiring a token code, the number of token codes generated by security tokens issued to token holders that you have specified by giving us recognised instructions will be required.

By giving us recognised instructions, you can:

- cancel a security token; and
- change the permissions assigned to security tokens; and
- change the number of token codes required for transactions requiring a token code; and
- ask us to issue a replacement security token for one that has been lost, stolen, damaged or does not work properly.

Each security token remains Heritage's property.

A security token must be given back to us if:

- the token holder is someone other than you and they cease to be an employee or director of yours or a signatory on your accounts accessible through the business internet banking service on Heritage on-line; or

- the security token expires or does not work properly; or
- we ask for the security token back.

A security token expires 3 years after it was issued. You or a token holder must not try to use an expired security token.

Transacting, Transaction limits, Processing of transactions, EFT Code

The information under these headings in condition 12 also applies to the business internet banking service on Heritage on-line.

14. Heritage Access Line (phone banking)

Registration

You can register for Heritage Access Line by completing the application form available at www.heritageonline.com.au and following the instructions there.

If you register for Heritage Access Line, all the accounts under your member number which are of a type that can be accessed through Heritage Access Line (including some accounts not covered in this Guide) will become accessible through Heritage Access Line.

PAN

If you have a joint account, each of you will all be issued with a separate Phone Access Number (PAN).

The PAN is a secret code. See condition 19 for more information.

The PAN which we issue to you when you register for Heritage Access Line lapses after 3 days. You need to select a new PAN within those 3 days in order to keep using Heritage Access Line.

We do not issue a PAN to a signatory on your account.

Transacting

Heritage Access Line can be used to perform transactions, obtain information (such as account balances and transaction details) and communicate with us.

You can use Heritage Access Line to transfer funds from your account to another account with Heritage (we call these transactions **Heritage account transfers**) if:

- the other account is under the same member number as your account; or
- the other account is under a different member number but you have given us recognised instructions to pre-register the account.

You can also initiate BPAY® payments through Heritage Access Line.

We are continually reviewing and upgrading Heritage Access Line and therefore the types of transactions, information and communications available through Heritage Access Line may change.

If you have a joint account which requires two or more of you to act together in order to transact, you will not be able to use Heritage Access Line to perform withdrawals, payments or transfers (except between accounts under the same member number). However, you will be able to use Heritage Access Line to obtain information and to perform transfers between accounts under the same member number.

Transaction limits

The following maximum daily limits apply to your account for transactions made through Heritage Access Line on your account. You can request us to set lower limits for the transaction types set out below. These limits apply to all accounts under your member number.

TRANSACTION TYPE	DAILY LIMIT
Heritage account transfers	No limit
BPAY® payments to financial institutions	Nil, unless you give us recognised instructions nominating a higher amount (to a maximum of $25,000)
Other BPAY® payments	No limit

Processing of transactions

Transactions through Heritage Access Line will generally be processed on either the same or the next banking day.

EFT Code

We will comply with the requirements of the EFT Code that are applicable to Heritage Access Line, accounts accessible through Heritage Access Line or transfers of value to or from your account through Heritage Access Line.

15. Periodical payments

You can request a periodical payment by giving us recognised instructions.

A periodical payment is an automatic transfer of a defined amount of money from your account to some other account at Heritage or another financial institution.

We can only perform periodical payments to other financial institutions that participate in the same electronic payments system as we do.

A periodical payment can be a one-off payment or a recurring payment at fixed intervals.

If your account does not have enough available funds to cover a periodical payment when it is due, we may keep trying to make the periodical payment for up to 5 banking days (but there will only be one attempt if the periodical payment is to be made to a Heritage loan account). If a periodical payment is due to be made on a non banking day, we may process it on the next banking day.

By giving us recognised instructions, you can cancel a periodical payment before it is processed or change or cancel your previous instructions about a periodical payment.

16. Direct debits

You can authorise a direct debit user (an organisation participating in the direct debit system, formally known as the Bulk Electronic Clearing System (BECS)) to directly debit transactions to your account.

By authorising a direct debit user to directly debit transactions to your account, you also authorise Heritage to accept the transactions and process them to your account. You are liable for any direct debit you authorise, including a direct debit which causes your account to become overdrawn.

We will debit to your account the amount of each direct debit transaction received.

We may dishonour a direct debit, and charge a fee, if your account does not have sufficient available funds.

If you want to cancel the direct debit authority that you have given to a direct debit user, you will need to contact them.

We cannot stop a direct debit after it has been processed to your account. If you want to stop a specific direct debit before it is processed, or all future direct debits from a particular direct debit user, you can either:

- contact the direct debit user and cancel the direct debit authority you gave them; or

- contact us and give us recognised instructions to place a stop payment on the direct debit before it is processed to your account (a fee applies).

If you believe a direct debit to your account was not authorised, you can either:

- contact the direct debit user and dispute the transaction with them; or
- contact us and give us recognised instructions to dispute the transaction (in which case we will investigate the transaction and tell you about our findings, which may take up to 30 days).

17. BPAY®

What is BPAY®?

We are a member of the BPAY® scheme, which is an electronic payments scheme through which you can ask us to make payments on your behalf to organisations (billers) who tell you that you can make payments (**BPAY® payments**) to them through the BPAY® scheme.

We may also be a biller under the BPAY® scheme.

If you are registered for Heritage on-line, you may also be able to register for a related service called BPAY® View. Through BPAY® View, you can view bills from billers on Heritage on-line. For the terms and conditions applicable to BPAY® View, go to our website at www.heritageonline.com.au.

When can you make BPAY® payments?

You can make a BPAY® payment from your account if the difference between your account balance and the credit limit specified in your credit contract is enough to cover the amount of the BPAY® payment.

If there are insufficient available funds to cover the amount of the BPAY® payment, we may keep trying to make the BPAY® payment. We will usually only do this once, on the next banking day.

How to initiate a BPAY® payment

To initiate a BPAY® payment, you need to give us recognised instructions. You can do this through Heritage on-line or Heritage Access Line, or by coming to a Heritage branch.

When you seek to initiate a BPAY® payment, you will be asked to enter information through Heritage on-line or Heritage Access Line or to give information when completing a form for the BPAY® payment at a Heritage branch. We will not be obliged to effect the BPAY® payment unless you provide all the requested information or if any of the information you give us is inaccurate.

We will treat your instruction to make a BPAY® payment as valid if:

- you initiate the BPAY® payment through Heritage on-line or Heritage Access Line after entering the correct codes; or
- you initiate the BPAY® payment at a Heritage branch and you give our staff the information they require in order to identify you.

BPAY® payments

We will not accept an order to stop a BPAY® payment once you have instructed us to make it.

You must be careful to tell us the correct amount you wish to pay. If you instruct us to make a BPAY® payment and you later discover that:

- the amount paid was more than you needed to pay to the biller, you must notify us so that we can take steps to try and obtain a refund of the excess; or
- the amount paid was less than you needed to pay to the biller, you can make another BPAY® payment for the difference.

Billers have agreed that a BPAY® payment you make will be treated as received by the biller it is going to, according to the following table.

CIRCUMSTANCES OF BPAY® PAYMENT	WHEN IT IS TREATED AS RECEIVED BY THE BILLER
You instruct us to make the BPAY® payment before 5pm Australian Eastern Standard Time on a banking day	On that banking day
You instruct us to make the BPAY® payment after 5pm Australian Eastern Standard Time on a banking day	On the next banking day
You instruct us to make the BPAY® payment on a day that is not a banking day	On the next banking day

However, a delay in processing a BPAY® payment may occur if:

- there is a public or bank holiday on the day after you tell us to make the BPAY® payment; or
- another financial institution or a biller participating in the BPAY® scheme does not meet its obligations under the BPAY® scheme.

Such a delay should not continue for more than one banking day but could continue for longer.

If we find out that a BPAY® payment cannot be processed by the biller, we will:

- advise you of that; and
- credit your account with the amount of the BPAY® payment; and
- take all reasonable steps to help you make the BPAY® payment as quickly as possible.

How we treat BPAY® payments

A BPAY® payment from your account is treated as a purchase transaction when made via Heritage on-line or Heritage Access Line.

A BPAY® payment from your account is treated as a cash advance when made over the counter.

Problems with BPAY® payments

We will try to make sure that your BPAY® payments are processed promptly by other participants in the BPAY® scheme, including billers who the BPAY® payments are going to.

You should check your account records carefully.

You must promptly tell us if:

- you become aware of any mistakes or delays in processing a BPAY® payment (not counting when you make an underpayment); or
- you did not authorise a BPAY® payment that has been made from your account; or
- you think you have been fraudulently induced to make a BPAY® payment.

The longer the delay between the date of your BPAY® payment and when you tell us of the problem, the more difficult it may be for us to help rectify the problem. For example, we or the biller may not have the necessary records or information for us to investigate the problem. If that is the case, you may need to demonstrate that the problem has occurred, based on your own records, or you may need to deal directly with the biller.

The receipt by a biller of a mistaken or erroneous BPAY® payment will never count as satisfying any debt you owe to the biller.

We will not be responsible if you or a signatory make any error when providing information to identify the biller, amount or any other details regarding a BPAY® payment.

What we will do about some problems

The following table describes what we will do about some problems with BPAY® payment

DESCRIPTION OF PROBLEM	WHAT WE WILL DO
A BPAY® payment has been made from your account under instructions which appeared to us to be from you or on your behalf but for which you did not give authority.	We will credit the amount of the BPAY® payment to your account. However, you must pay us that amount if: ▪ the BPAY® payment was made as a result of instructions which did not comply with our prescribed security procedures; and ▪ we cannot recover the amount credited to your account from the person who received it within 20 banking days of trying to do so.
A BPAY® payment has been made from your account but was induced by the fraud of a person involved in the BPAY® scheme.	The person responsible for the fraud should refund the amount of the BPAY® payment to you. If they don't, you must bear the loss unless another person involved in the BPAY® scheme knew of the fraud or would have detected it with reasonable diligence (in which case that person should refund the amount of the BPAY® payment to you).

DESCRIPTION OF PROBLEM	WHAT WE WILL DO
A BPAY® payment has been made from your account and your account has been debited with the amount of the BPAY® payment but the amount was not in line with your instructions.	We will credit the amount of the BPAY® payment to your account. However, if you were responsible for a mistake resulting in the BPAY® payment and we cannot recover the amount credited to your account from the person who received it within 20 banking days of trying to do so, you must pay us that amount.
A problem falling within more than one of the above categories.	We will apply the principle alongside the first category in this table that describes the problem.

If you tell us that a BPAY® payment from your account was unauthorised, you must give us your written consent addressed to the biller who the payment went to. The written consent needs to detail:

- your consent to us obtaining information from the biller about you, your account with the biller and the BPAY® payment; and
- your customer reference number with the biller; and
- any other information we reasonably require in order to investigate the problem.

If you do not do this, the biller might not be allowed to give us the information we need in order to fully investigate the problem.

Cancellation or suspension regarding the BPAY® scheme

We will tell you if we are no longer a member of the BPAY® scheme.

We may suspend your right to participate in the BPAY® scheme at any time if you or someone on your behalf is suspected of acting fraudulently or if we think your continued use of the BPAY® scheme is likely to cause loss to you or us. We do not have to give you notice before suspending your right to participate in the BPAY® scheme and nor will we be responsible for any losses because we suspend your right or do not do so even though we could have.

Privacy

If you use the BPAY® scheme or you instruct us to make a BPAY® payment, you agree that we can disclose information to billers, to BPAY® Pty Ltd (which administers the BPAY® scheme), to Cardlink Services Limited (which provides the electronic systems used in operating the BPAY® scheme) and their agents. If that is not done, it will not be possible for you to make BPAY® payments or use the BPAY® scheme.

The information that we can disclose is:

- whatever personal information about you (such as your name, email address and the fact that you are a member of ours) needs to be disclosed so you can use the BPAY® scheme; and
- whatever transactional information is necessary to process your BPAY® payments and your use of the BPAY® scheme; and
- updated information if any of the information we have previously disclosed about you changes.

You can request access to your personal information held by BPAY® Pty Ltd by contacting their Privacy Officer by phone on 02 8252 0500 or email at info@BPAY.com.au.

You can request access to your personal information held by Cardlink Services Limited by contacting their Privacy Officer by mail at Cnr Park Rd and South Pde, Auburn, NSW, 2144 or by phone on 02 9646 9222 or email at privacy@cardlink.com.au.

EFT Code

We will comply with the requirements of the EFT Code that are applicable to BPAY® payments or transfers of value to or from your account as a result of BPAY® payments.

18. Sweeps

You can request a sweep by giving us recognised instructions.

By setting up a sweep, you can nominate up to 6 other Heritage accounts (of a type that we also allow sweeps to be set up on). The other Heritage accounts can be:

- under the same member number as your account; or
- under another member number if the member concerned gives authority for the sweep in a way we find satisfactory.

If a sweep has been set up and:

- a card transaction undertaken as a 'credit' purchase, a cheque or a direct debit is presented on your account; and
- the difference between your account balance and the credit limit specified in your credit contract is not enough to honour the transaction; and
- there are enough available funds in one or more of the other Heritage accounts under the sweep to honour the transaction, pay the fee for the sweep and keep the other account or accounts within balance terms,
- we can take the necessary funds, to honour the transaction, from one or more of the other Heritage accounts and honour the transaction.

The **available funds** in an account are:

- if the account relates to a credit facility (like the accounts covered by this Guide) – the difference between the available credit under the facility and all amounts debited or to be debited to the account; or
- if the account is a deposit account – the cleared credit balance in the account less the total of all amounts debited or to be debited to the account.

The **balance terms** for an account are:

- if the account relates to a credit facility (like the accounts covered by this Guide) – the requirement that the debit balance of the account not exceed the credit limit under the facility; or
- if the account is a deposit account – the requirement that the account have a credit balance which is at least the minimum operating balance for the account.

19. Security

Cards, cheque books and security tokens

Cards, cheque books and security tokens for Heritage on-line business internet banking provide access to your account and must be kept secure.

You or the cardholder, signatory or token holder must promptly notify us:

- of the loss, theft or unauthorised use of a card, cheque book or security token relating to your account; or
- if a card or security token is damaged or not working properly; or
- of any situation arising that might reasonably be expected to lead you or the cardholder, signatory or token holder to believe that loss, theft or unauthorised use might occur.

The notification to us can be done:

- at a Heritage branch or mini-branch during business hours when the branch or mini-branch is open for business; or
- by phoning 1800 076 037 (from within Australia) or +61 7 4694 9139 (from outside Australia) at any time.

We may require recognised instructions about the notification.

If you or a cardholder, signatory or token holder unreasonably delay giving us the notification, you may be responsible for some of the losses occurring as a result of the delay.

PINs, PANs, Heritage on-line passwords and token codes

PINs, PANs, Heritage on-line passwords and token codes issued by security tokens in connection with Heritage on-line business internet banking (we call all of these **codes**) which can be used to access your account must be treated as top secret.

You, a cardholder or signatory who we issue a code to or a token holder whose security token issues a token code must:

- if selecting the code, not select a code which someone could easily guess; and
- memorise the code (unless it is a token code); and
- not record or indicate the code on any item kept with or near a related card or security token; and

- take reasonable steps to disguise the code if it is recorded on any item kept with or near a related card or security token; and
- not keep the code in a way that makes it liable to loss or theft with a related card or security token; and
- not tell anyone (even Heritage staff or family members) the code; and
- not allow anyone (even Heritage staff or family members) to see you or them entering the code.

20. Responsibility for unauthorised transactions

What is an unauthorised transaction

An **unauthorised transaction** is a transaction which is not authorised by you or a cardholder, token holder or signatory.

Therefore, a transaction carried out by you or a cardholder, token holder or signatory is not an unauthorised transaction.

Heritage will treat any transaction carried out by a cardholder, token holder or signatory as authorised by you unless, before the transaction, you have instructed us to cancel that cardholder's, token holder's or signatory's right to transact on your account and any card or security token held by them is destroyed.

Business accounts

We describe your account as a **business account** if it was designed primarily for use by a business and established primarily for business purposes.

If you have a business account, you will be responsible for any unauthorised transaction if you or a cardholder, token holder or signatory caused or contributed to the unauthorised transaction occurring by:

- breaking any of these terms and conditions about cards, cheque books, security tokens or codes; or
- carelessness or negligence; or
- breaking any rules for the security of cards, cheque books, security tokens or codes that we have issued to you or the cardholder, token holder or signatory concerned.

All other accounts

If you have an account which is not a business account, your liability to us for any unauthorised transaction will be determined according to the EFT Code. Generally, your liability will be limited according to the following table.

CIRCUMSTANCES	HOW YOUR LIABILITY IS LIMITED
Losses related to the unauthorised transaction are caused by the negligent or fraudulent conduct of our employees or agents, companies involved in networking arrangements, merchants or employees or employees or agents of merchants	You have no liability for the losses
Losses related to the unauthorised transaction relate to a forged, faulty, expired or cancelled component of accessing Heritage on-line, Heritage Access Line or a card	You have no liability for the losses
Losses related to the unauthorised transaction arise from transactions requiring the use of a card or code before you received the card or code	You have no liability for the losses
Losses related to the unauthorised transaction are caused by the same transaction being incorrectly debited more than once to the same account	You have no liability for the losses

CIRCUMSTANCES	HOW YOUR LIABILITY IS LIMITED
Losses related to an unauthorised transaction where it is clear that you, a cardholder, token holder or a signatory have not contributed to those losses	You have no liability for the losses
You or a cardholder have contributed to the loss: ▪ through fraud or extreme carelessness; or ▪ by voluntarily disclosing any code; or ▪ by recording or indicating the code in any form on a related card or security token; or ▪ by failing to reasonably disguise the code if recorded on any item kept with or near a related card or security token; or ▪ by unreasonably delaying notification to us of the misuse, loss or theft of the card or security token or that the security of a code had been breached; or ▪ if the code was liable to loss or theft with a related card or security token	To the least of: ▪ the actual loss at the time of notification to us of the loss, theft or misuse of the card or that the security of the code had been breached; or ▪ the balance of your account including any pre-arranged credit; or ▪ the maximum amount that you or the cardholder would have been entitled to access over the relevant period before the notification to us, calculated by multiplying any daily transaction limit by the number of days on which there was unauthorised use

CIRCUMSTANCES	HOW YOUR LIABILITY IS LIMITED
All other circumstances	To the least of: ▪ the actual loss at the time of notification to us of the loss, theft or misuse of the card or that the security of the code had been breached; or ▪ the balance of your account including any pre-arranged credit; or ▪ $150

You will not be liable for losses caused by the failure of any electronic funds transfer system or equipment to complete a transaction accepted by a terminal. However, if you or the cardholder should have been aware at the time of the transaction that the system or equipment was unavailable for use or malfunctioning, our liability will be limited to correcting any errors in your account and refunding any fees or charges imposed as a result.

21. Account management

Dating of transactions

Subject to any applicable requirements of the Consumer Credit Code, we can give a transaction any effective date we consider appropriate.

We will not give a debit transaction an effective date earlier than when the transaction occurred.

We do not have to give a credit transaction an effective date earlier than when we actually received the amount of the transaction. We will give a credit transaction an effective date as soon as practicable after we actually receive the amount of the transaction.

Adjustments

We can adjust your account, or transactions on your account, in order to correctly reflect the legal rights and obligations between you and Heritage under your account. For example, we can do this to correct an error. We can also make consequential adjustments (such as to interest on your account).

Combining accounts

We can combine your account with any other account (including an account of a type not covered in this Guide) at any time without telling you first. We can also offset the balance of your account against the other account.

If we do one of those things, we will notify you as soon as possible afterwards.

You cannot require us to combine or offset accounts.

Freezes and holds on your account

We may place and maintain a freeze on your account, or a hold on funds in your account (including some or all of the credit limit), if:

- the law says we can or must; or
- we are aware of a dispute concerning the account or transactions conducted on it; or
- we think you or a cardholder or token holder are or may be exposed to liability or the risk of liability; or
- we have a reasonable belief that another person may have an entitlement to some or all of the funds in the account; or
- we have a reasonable belief that funds in your account were transferred or deposited in error; or
- we have a reasonable cause for suspicion or concern in relation to your account or funds in it; or
- we think it necessary in order to protect our interests.

If we decide to place a freeze or hold on your account, we can:

- block or suspend all transactions; or
- block or suspend types or categories of transactions.

We are not required to place a freeze or hold on your account and you cannot require us to do so, unless the law requires that.

You cannot make a claim against us, and you must satisfy a claim anyone else makes against us, because we:

- place a freeze or hold on your account (or maintain one) or do so in a particular way; or

- did not place a freeze or hold on your account, or do so in a particular way, when we could have; or
- lift a freeze or hold on your account.

If we place a freeze or hold on your account because of a dispute regarding your account, we may lift the freeze or hold if we are given recognised instructions by you and by any other party to the dispute about the operation of the account.

Anti-money laundering and counter-terrorism financing

Under anti-money laundering and counter-terrorism financing laws (called **AML/ CTF laws**, such as the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* in Australia), we may be required to:

- collect information about you; and
- disclose information relating to you or your account to Australian and overseas regulators and others; and
- stop, prohibit, delay, block or freeze some transactions; and
- close your account or deal with it in a way required by the AML/CTF laws; and
- take other actions required by the AML/CTF laws.

You promise us that you will not breach any AML/CTF laws in relation to your account, and nor will any signatory, cardholder or token holder.

You agree that if we think that the AML/CTF laws require us to take an action regarding you or your account:

- we can take that action (regardless of anything else in the credit contract); and
- you cannot recover from us any loss or expense resulting from our doing so.

You also agree that if anything that you or a cardholder, token holder or signatory do in relation to your account exposes us to a liability under AML/CTF laws, you will satisfy that liability.

22. Memberships in dispute

If you are not a single individual (for example, if your account is a joint account or is held in the name of a company or other organisation), we may activate our memberships in dispute process if:

- you have a joint account and one of you tell us that there is a dispute between two or more of you by completing our Membership Dispute Request Form; or

- your account is held in the name of a company or other organisation and an officeholder of the organisation or a signatory tells us that there is a dispute by completing our Membership Dispute Request Form; or
- we decide for other reasons that our memberships in dispute process should be activated.

If you or a signatory ask us to activate our memberships in dispute process, we will normally require recognised instructions.

If we activate our memberships in dispute process, then for all accounts under your member number:

- we may require written authorisation from all parties to the dispute or a court order before agreeing to any change to the method of operation; and
- debit transactions on your account (both in relation to funds presently in your account and also in relation to funds subsequently deposited) will require written authorisation from all parties to the dispute, except as noted in the proviso in the Membership Dispute Request Form; and
- we may give written notification to the members and any signatories that your account has been frozen and how this affects the operation of the account; and
- we may cancel all cards attached to your account (but manual card transactions can still be debited to your account); and
- we may cancel the ability for you or a signatory to transfer funds or make BPAY® payments through Heritage on-line and Heritage Access Line; and
- we may dishonour any cheques drawn on your account and presented with only one signature (and we may charge dishonour fees); and
- we may dishonour any direct debit transactions on your account (and we may charge dishonour fees); and
- we will cancel any current instructions authorising a signatory; and
- we can modify the operation of your account in other ways; and
- you will still be liable for transactions on your account; and
- we can cancel the application of the memberships in dispute process to the accounts under your member number at any time afterwards.

You cannot make a claim against us, and you must satisfy a claim anyone else makes against us, because we:

- activate our memberships in dispute process or do it in a particular way; or
- allow or honour a debit transaction on your account after our memberships in dispute process is activated; or
- cancel the application of the memberships in dispute process under your member number.

23. Complaints

How to make a complaint

If you have a complaint about us or our products or services, you can:

- call the Heritage Contact Centre on 13 14 22; or
- visit a Heritage branch; or
- write to Heritage's Member Relations Manager at PO Box 190, Toowoomba, Qld, 4350 or by fax on 07 4694 9780; or
- send us an email at feedback@hbs.net.au.

If you make a complaint, we may need to ask you to provide further information to help us deal with the complaint.

What happens next

We will normally complete our investigation of your complaint and tell you its outcome within 21 days. However, in some cases it may take:

- up to 60 days if it is a complaint which we are trying to resolve by exercising rights under the Visa rules; or
- up to 45 days if it is a different kind of complaint; or
- even longer if there are exceptional circumstances for both kinds of complaint.

We will periodically tell you about our progress with your complaint if it takes us longer than 21 days to complete our investigation.

External complaints handling

You can ask for your complaint to be referred to our external dispute resolution scheme if your complaint:

- is eligible to be dealt with under that scheme; and

- has not been resolved to your satisfaction within 45 days.

If you ask us to, we will tell you how to refer your complaint to our external dispute resolution scheme.

Our external dispute resolution scheme is the Financial Co-operative Dispute Resolution Scheme.

24. Terminating the credit contract

Termination by you

You can terminate the credit contract at any time by:

- paying out the account balance plus accrued interest and fees and charges; and
- asking us to close your account by giving us recognised instructions.

When you ask us to close your account, you must also:

- return to us each card issued on your account; and
- return to us any cheque book issued on your account; and
- meet any other requirements set out elsewhere in the credit contract.

Termination by us

We can terminate the credit contract at any time under the conditions set out elsewhere in the credit contract.

If we terminate the credit contract, the account balance plus accrued interest and fees and charges is payable by you to us when we demand it. A statement of account is one way we can demand payment.

Effect of termination

If the credit contract is terminated:

- you must cancel any direct debit authority attached to your account (by contacting the debit user concerned); and
- you must cancel any periodical payment attached to your account; and
- you must return to us each card issued on your account; and
- you must return to us any cheque book issued on your account; and
- you are still responsible for transactions which are charged to your account (or which could have been charged to your account if it was still open); and

- we can charge interest and fees and charges relating to those transactions as if your account was still open; and
- the credit contract continues to apply, as far as it can sensibly be applied; and
- we can either transfer any credit balance in your account to another account (including an account of a type not covered by this Guide) that you have with Heritage, or send you a cheque for the amount of the credit balance, and in either of those cases we have no further liability to you for the credit balance.

25. Liabilities

Responsibility for certain breaches etc

You and not Heritage are responsible for the consequences, including any resulting loss or expense, if:

- you or a signatory, cardholder or token holder use, transact on or misuse your account; or
- you or a signatory, cardholder or token holder breach the credit contract; or
- you or a signatory, cardholder or token holder act negligently or fraudulently; or
- you or a signatory, cardholder or token holder initiate a transaction that is dishonoured, returned or cannot be processed; or
- you or a signatory, cardholder or token holder breach any law or legal obligation (including a legal obligation arising under the common law); or
- we exercise our rights under the credit contract or under any law or legal principle (including a legal principle arising under the common law).

If we suffer any loss or expense from any of those things, you agree to satisfy that loss or expense.

However, condition 20 of these terms and conditions or an applicable provision of the EFT Code prevails if that condition or the applicable provision of the EFT Code limits your responsibility for, or makes Heritage responsible for, an unauthorised transaction.

Responsibility for problems including those outside our control

You agree that you and not Heritage are responsible for the consequences, including any resulting loss or expense, if you are registered for Heritage on-line or Heritage Access Line and:

- you or a signatory make any error when entering data to identify the payee, account or recipient of a payment or in specifying the amount of the payment; or
- the service is unavailable because of the communication network, ancillary equipment, our information technology systems or any other cause or interruption (apart from our failure to follow your recognised instructions); or
- there is a delay or error in the execution of any transaction, instruction or request for information because of the communication network, ancillary equipment, our information technology systems or any other cause of interruption (apart from our failure to follow your recognised instructions); or
- a transaction is initiated through the service and we process the transaction by reference only to the BSB and account number entered, even if a mistake was made by you or the person entering the information to initiate the transaction; or
- there is a failure or error in the hardware (including computer equipment or a telephone) or software used to access the service; or
- there is a corruption of data or error to or with your hardware (including computer equipment or a telephone); or
- something else occurs which was beyond our reasonable control.

If we suffer any loss or expense from any of those things, you agree to satisfy that loss or expense.

However, condition 20 of these terms and conditions or an applicable provision of the EFT Code prevails if that condition or the applicable provision of the EFT Code limits your responsibility for, or makes Heritage responsible for, an unauthorised transaction.

Some limits on our liability

We are not liable for any consequential loss you suffer as a result of having an account or using any service related to your account (such as the payment services and access methods in this Guide).

Also, if we are liable under a law for breaching a condition or warranty imposed by the law in relation to financial services that are not ordinarily acquired for personal, domestic or household use, our liability for the breach of the condition or warranty is limited to supply the services again or paying the cost of having the services supplied again (whichever we choose).

However, we will not rely on either of those principles if to do so would be inconsistent with an applicable provision of a law or of an industry code (such as the EFT Code) to which we subscribe.

When can our rights be exercised?

We can exercise our rights under the credit contract or under any law or legal principle (including a legal principle arising under the common law) whenever we choose.

We will not be prevented from exercising those rights, nor will we have to wait to exercise those rights or exercise them in any particular way, just because:

- we have not exercised the rights before, even though we could have; or
- we have waited before exercising the rights; or
- we have exercised the rights differently before.

28. Other matters

Consumer Credit Code

If a Consumer Credit Code applies in relation to the credit contract and would make any provision in the credit contract invalid:

- the provision is to be read in any available way that means it is still effective but is not made invalid by the Consumer Credit Code; or
- if that cannot be done, the credit contract applies as if the invalid provision was not in it.

Industry codes

We undertake to comply with the EFT Code and the Mutual Banking Code of Practice in our dealings with you:

- from the date we become a subscriber to each of those codes; and
- to the extent that each of those codes applies in relation to our dealings with you.

As at the date shown on the front cover of this Guide, Heritage is a subscriber to the EFT Code but is not yet a subscriber to the Mutual Banking Code of Practice.

The Mutual Banking Code of Practice is the industry code of Abacus – Australian Mutuals as well as any subsequent amendment of that code that binds us, that we adopt or that we subscribe to. As at the date on the front cover of this Guide, there is no Mutual Banking Code of Practice in effect.

Privacy

Heritage has a privacy policy which is available in brochure format or can be accessed on our website at www.heritageonline.com.au by clicking on the ‘Privacy Policy’ link at the bottom of the page.

By becoming a member of Heritage and opening an account, you consent to the collection, use, disclosure and handling of your personal information as contemplated by Heritage's Privacy Policy.

How we will communicate with you

We can send letters, circulars, account statements and other written material to you:

- at a postal, residential or business address that we have recorded for you; or
- at a postal, residential or business address that we believe is then your current postal, residential or business address; or
- by fax to a fax number that you have given us to send faxes to you; or
- by electronic notification to your nominated electronic address, electronic equipment or device or by being made available for retrieval from our website by electronic communication (but if the use of this method is restricted by law or by the EFT Code, we will only use this method if you have agreed and if we follow any applicable requirements under the EFT Code).

Change of address and other details

You must promptly tell us, by giving us recognised instructions, if there is a change in your or a signatory's, cardholder's or token holder's:

- postal, residential or business address; or
- phone number or fax number; or
- name; or
- signature.

If your account is a joint account, you will need to give us those recognised instructions jointly.

If there is a change in your or a signatory's, cardholder's or token holder's name or signature:

- we can require the provision of evidence to substantiate the change; and
- we will only recognise the change if we are satisfied by that evidence and the law allows us to; and

- if we do recognise the change, we may do so in a way that affects all accounts operated under the member number for you or the signatory, cardholder or token holder as well as under all other accounts for which you or they are a signatory or cardholder or token holder.

No offset

You cannot offset the balance of your account against the balance of any other account you have with Heritage (including one of a type not covered in this Guide).

Likewise, you cannot offset the balance of another account you have with Heritage (including one of a type not covered in this Guide) against the balance of your account.

Trust accounts

If you hold your account as a trustee, you promise us that in entering into the credit contract and transacting on the account (and in authorising signatories, cardholders) you:

- have the power to do those things, as well as to bind yourself to these terms and conditions; and
- do so for the benefit of the trust and any beneficiaries of the trust.

Non-personal accounts

A non-personal account is an account in the name of a company, association, partnership, business name, club or other name that is not the name of an individual or the names of two or more individuals.

- If you have a non-personal account:
- you will be bound by the acts of your officials according to the following table; and
- we can treat your official or your officials (acting together, if there are more than one) at any time as having your authority to give us recognised instructions, and generally to deal with us, regarding your account.

IF YOU ARE ...	YOUR OFFICIALS ARE ...
a company	the directors of the company according to: ▪ a search of the records of the Australian Securities & Investments Commission; or ▪ other evidence that we consider sufficient
someone who has opened your account under a business name	the person or persons carrying on business under that business name according to: ▪ a search of the records of the relevant register of business names; or ▪ other evidence that we consider sufficient
an incorporated association	the members of the management committee of the incorporated association according to: ▪ a search of the records of the Office of Fair Trading (if the association is incorporated in Queensland) or the equivalent office (if the association is incorporated elsewhere); or ▪ other evidence that we consider sufficient
an unincorporated association	the members of the management committee of the unincorporated association according to evidence that we consider sufficient

HERITAGE CREDITS TERMS AND CONDITIONS

1. What is Heritage Credits?

Heritage Credits is Heritage's loyalty and rewards program.

Heritage Credits is a program to promote the use of the services offered by Heritage. By using Heritage services, you can be allocated credits and then use the credits to receive benefits (such as by using the credits as payment or part payment for rewards).

About these terms and conditions

These terms and conditions govern Heritage Credits, and are separate from the **Terms and conditions** which are also contained in this Guide.

You are treated as having agreed to these terms and conditions if you participate or seek to participate in Heritage Credits in any way. This includes if you ask for a redemption.

We have set out below some important terms that are used in these terms and conditions. Alongside each term is an explanation of what it means.

bonus credits	see condition 6
bonus partner	a retailer, merchant or business that has an agreement with the program manager under which qualifying members can earn bonus credits for a limited time based on specific cumulative spending thresholds
credits	see condition 5
credits account	a record kept by the program manager of the credits you have earned and which are available to you
Heritage	Heritage Building Society Limited ABN 32 087 652 024
Heritage Credits	see condition 1
Heritage Credits website	the website for Heritage credits which is located at www.heritagecredits.com.au or any other online location we or the program manager specify

program manager	Pinpoint Pty Ltd ABN 49 002 693 656 or any other person Heritage appoints to manage Heritage Credits from time to time
promotional credits	see condition 7
qualifying member	see condition 3
qualifying purchase	a debit purchase transaction (not including transactions for cash advances, interest charges, credit fees and charges, disputed transactions, foreign exchange purchases, travellers cheques, credit card payments, gambling chip purchases, bill payments using BPAY® or utility bills paid over the counter at a financial institution or Bank@Post outlet)
redeem	to perform a redemption
redemption	see condition 11
redemption partner	a person or business who agrees with the program manager to supply rewards
reward	see condition 11
reward voucher	a voucher issued to you when you redeem credits which entitles you (subject to the expiry of the voucher and your satisfying any terms and conditions on which the voucher is issued) to obtain rewards when you present the voucher to the relevant redemption partner
we/us/our	Heritage
within terms	means: ▪ for a credit card, home loan, personal loan or business loan account with Heritage – the account has no payments in arrears for 90 days or more; and ▪ for a savings, access or term deposit account with Heritage – the account is not overdrawn; and ▪ for any sort of account with Heritage – you are not in breach of the terms and conditions governing the account
you	a member of Heritage

3. Who is a qualifying member?

To earn credits in Heritage Credits, you need to be a qualifying member.

You will be a **qualifying member** if you satisfy the following:

☑ You are a member of Heritage.

☑ You are the account holder for:

- a Heritage Visa Gold (With Rewards) credit card account; or
- a Heritage Visa Classic (With Rewards) credit card account; or
- accounts with Heritage falling within at least three of the six account classes listed below.

ACCOUNT CLASSES	
Savings/access accounts	Personal loan accounts
Term deposit accounts	Credit card accounts
Home loan accounts	Business loan accounts

☑ The account (or each of the accounts) making you a qualifying member is being operated within terms.

If you are a qualifying member but you don't want to participate in Heritage Credits, you can ask us to exclude you from participating.

4. If you stop being a qualifying member

You will stop being a qualifying member if you cease to meet all the conditions to be a qualifying member (see condition 3). You will not earn credits if you stop being a qualifying member, unless and until you again meet all the conditions to be a qualifying member.

If you stop being a qualifying member due to ceasing to be a member of Heritage, any credits you had will be forfeited and will no longer be available to you.

If you stop being a qualifying member for any other reason, your status as a qualifying member will be restored if subsequently you again meet all the conditions to be a qualifying member.

Condition 21 explains what happens if you die.

5. Earning credits

While you are a qualifying member, you will earn **credits**.

If you are the account holder for an account with Heritage listed in the following table, you will earn credits as summarised in the table below.

ACCOUNT TYPE	CIRCUMSTANCES	CREDITS
Heritage Visa Gold (With Rewards) credit card account	Qualifying purchases during a month of $1,000 or more	2 credits for each whole $1,000 of qualifying purchases
Heritage Visa Classic (With Rewards) credit card account	Qualifying purchases during a month of $1,000 or more	1 credit for each whole $1,000 of qualifying purchases
Heritage savings or access account or term deposit account	Account balance of $25,000 throughout a month	2 credits
	Account balance of $5,000 or more throughout a month (but not $25,000 or more throughout the month)	1 credit
Heritage savings or access account	Direct credits to the account of $5,000 or more during a month	1 credit
Heritage home loan account or business loan account	Loan account reaches 8 year anniversary or a later anniversary	3 credits
	Loan account reaches 5, 6 or 7 year anniversary	2 credits
	Loan account reaches 2, 3 or 4 year anniversary	1 credit

ACCOUNT TYPE	CIRCUMSTANCES	CREDITS
Any Heritage account	Your Heritage membership reaches 8 year anniversary or a later anniversary	3 credits
	Your Heritage membership reaches 5, 6 or 7 year anniversary	2 credits
	Your Heritage membership reaches 2, 3 or 4 year anniversary	1 credit

Your eligibility for credits that are based on transactions or an account balance during a month is tested at the end of each calendar month, on the basis of the total transactions or minimum account balance during that calendar month.

Credits based on transactions or an account balance during a month will only begin to be earned for November 2008. Credits based on account or membership anniversaries will only begin to be earned from 1 November 2008, for anniversaries occurring on or after that date.

The program manager may not instantly record credits that you have earned. There will be a posting time of up to 8 weeks before the program manager will record the credits in your credits account.

6. Earning bonus credits

You may be able to earn credits when you transact with bonus partners. These are called **bonus credits**. Bonus credits can be earned only for limited periods of time and according to terms and conditions applying specifically to them.

Heritage and the program manager will give you information from time to time about how you can earn bonus credits.

Bonus credits are allocated to you on the condition that the bonus partner concerned pays the program manager for those bonus credits, according to the terms of an agreement between the program manager and the bonus partner.

7. Earning promotional credits

You may be able to earn credits as a result of performing transactions on your Heritage accounts or from using Heritage's services. These are called promotional credits. Promotional credits can be earned only for limited periods of time and according to terms and conditions applying specifically to them.

Heritage and the program manager will give you information from time to time about how you can earn promotional credits.

8. Adjustment and reversal of credits

Credits which are recorded in your credits account as earned or available can be adjusted or reversed in the circumstances described below.

CIRCUMSTANCES	HOW THE CREDITS CAN BE ADJUSTED OR REVERSED
Credits have been recorded due to, or partly due to, a qualifying purchase which is reversed or for which Heritage credits an amount to your Heritage Visa Gold (With Rewards) or Heritage Visa Classic (With Rewards) credit card account (for example, because of a disputed or refunded transaction)	The credits can be adjusted or reversed so that it is as if the qualifying purchase concerned had never occurred at all
Credits have been recorded due to, or partly due to, a qualifying purchase which happened through the use of a Heritage Visa card which had been lost or stolen	The credits can be adjusted or reversed so that it is as if the qualifying purchase concerned had never occurred at all
Bonus credits have been recorded due to, or partly due to, a transaction with a bonus partner which is reversed or refunded	The bonus credits can be adjusted or reversed so that it is as if the transaction concerned had never occurred at all

CIRCUMSTANCES	HOW THE CREDITS CAN BE ADJUSTED OR REVERSED
Bonus credits have been recorded but the bonus partner concerned does not pay the program manager for the bonus credits according to the terms of an agreement between the program manager and the bonus partner	The bonus credits can be reversed
Credits have been recorded by mistake (for example, if a number of credits exceeding the number you have earned under these terms and conditions has been shown as earned and available)	The credits can be adjusted or reversed to correct the mistake

9. Expiry of credits

You must redeem credits within 3 years after 31 December in the year in which the program manager first records them in your credits account, otherwise they will expire and will no longer be available to you.

For example, credits first recorded in your credits account in July 2009 will expire on 31 December 2012 and will no longer be available after then.

10. Keeping track of your credits

It is your responsibility to keep track of your credits.

You can do this through the Heritage Credits website at any time from 12 December 2008. To access this information through the Heritage Credits website, you need to be a registered user of Heritage on-line internet banking.

If you do not use the Heritage Credits website, you can find out how many credits you have earned and are available to you, by contacting the program manager.

If you think there is a mistake in how Heritage or the program manager has recorded the credits in your credits account, you will have 30 days from the date that the program manager recorded those credits to prove to the program manager that there is a mistake.

Therefore, it is strongly recommended that you regularly keep track of the credits recorded in your credits account.

11. Redeeming credits

You can exchange credits for products or services called **rewards**. When you do this, it is called a **redemption** of the credits.

The following rules applying to the redemption of credits:

- You can only ask for a redemption when you have at least 5 credits which are shown in your credits account as having been earned and available to you when you ask for the redemption, whether or not you are a qualifying member at the time.
- However, you are not eligible to redeem if any of your accounts with Heritage is not being operated within terms or if you are not a member of Heritage.
- You must use at least 5 credits in the redemption.
- You cannot pool or combine your credits with anyone else's credits in a redemption.
- You need to apply to the program manager for the redemption and follow any procedures required by the program manager. This might mean, for example, that you need to satisfy the program manager that you are who you say you are, fill out forms or answer prompts on an interactive voice response phone service.
- When you ask for a redemption, you select a reward. You can only select a reward offered by the program manager during any availability period shown in the offer for that reward (or rewards generally) and if you satisfy any conditions shown in the offer for that reward (or rewards generally). The program manager will allocate a number of credits which can be exchanged for each reward that is available.
- Rewards are subject to availability and there may be limitations on how many of a particular reward that the redemption partner will supply to people who are enrolled in Heritage Credits.

There are two types of redemptions.

1. A **Credits Only** redemption is when you select a reward in exchange for credits only. In a Credits Only redemption, you can only select a reward which has a number of credits allocated which is equal to or less than the number of credits which are recorded in your credits account as having been earned and available to you when you ask for the redemption.

2. A **Credits+Pay** redemption is when you select a reward in exchange for credits and top up the redemption of credits with a credit card payment (minimum $5) to the program manager. Credits+Pay redemptions cannot be used for all rewards. Credits+Pay redemptions are only available for the rewards that the program manager specifies.

- Whenever there is a redemption of credits, the program manager will deduct the number of credits exchanged for the reward and those credits will no longer be available to you.
- If a reward you selected in a redemption cannot be delivered to you for any reason, the program manager can cancel your selection and will let you know that this has occurred. You will then be able to substitute the selected reward for a different reward that you could otherwise have selected for the same number of credits as were allocated to the originally selected reward.
- If a reward is a reward voucher or is given to you in the form of a reward voucher, the reward voucher will be subject to an expiry date before which you will need to satisfy any conditions specified by the redemption partner in order to receive the benefit of the reward voucher. If you do not, the reward voucher will expire on the expiry date and you cannot get back the credits exchanged for the reward voucher.
- All rewards are offered and supplied subject to any terms and conditions of the redemption partner concerned.
- Heritage and the program manager are not liable to you if a reward is to be provided by a redemption partner who does not provide the reward. Heritage and the program manager may assist you in that case but do not have any obligation to do so.
- You should normally allow up to 28 days for the program manager to process a redemption request.

12. Status of credits and rewards

Credits exist only for the purposes of Heritage Credits.

Credits have no monetary value and cannot be exchanged for or converted to cash. They are not property.

You cannot swap credits for cash, swap rewards for credits, take cash instead of a reward, cancel a request for a redemption or transfer your credits to someone else.

13. Complaints

You should notify the program manager immediately in writing if you have a complaint about Heritage Credits. Include with the written notice a readable copy of the relevant sales receipt (if applicable) or other evidence to support your complaint.

The program manager will investigate your complaint and respond to you. The response will tell you the program manager's findings or that more time is needed to investigate the complaint. If more time is needed, the program manager will tell you its findings as soon as the investigation is complete.

If the program manager asks you for information to help investigate your complaint, you will need to give that information or else the program manager can stop investigating the complaint.

The decision of the program manager is final and no correspondence will be entered into. Heritage acts only as an intermediary in relation to Heritage Credits and has no control over the handling of complaints by the program manager.

14. Administration of Heritage Credits

Heritage will give the program manager any personal information about you and transaction details relating to your accounts with Heritage that are necessary for the program manager to allocate credits, organise redemptions and generally manage Heritage Credits.

You authorise Heritage, the program manager and the agents and contractors for Heritage and the program manager to:

- seek access to, collect and use that information; and
- disclose that information among themselves, for the above purposes.

15. Cancellation of Heritage Credits

Heritage can cancel Heritage Credits at any time.

If it does so, Heritage or the program manager will notify you of the cancellation. Heritage Credits will continue to operate for 90 days from the notification for the purpose of redemptions but you will not earn any more credits.

At the end of the 90 days, your credits will expire and will no longer be available to you.

16. Changes to Heritage Credits

Heritage can change these terms and conditions at any time, including by abolishing terms and conditions or bringing in new terms and conditions.

Heritage and the program manager can make other changes affecting Heritage Credits at any time. Those changes can include changes about the availability of rewards or the credits allocated to particular rewards.

Heritage and the program manager do not need to notify you of a change to the terms and conditions or another change affecting Heritage Credits. You can ask Heritage or the program manager for a current copy of the terms and conditions governing Heritage Credits at any time.

17. Communications and notifications

You should contact the program manager with any enquiries concerning the administration of Heritage Credits. You can do this by:

- Phone: 13 14 12
- Fax: (07) 4694 9470
- Mail: PO Box 190, Toowoomba Qld 4350

Heritage and the program manager can communicate with you by using any address, phone number, fax number, email address or other contact point shown on Heritage's records for you, and the program manager can send rewards and reward vouchers to you at any address shown on Heritage's records for you. You therefore need to advise Heritage promptly if any of those details change, and follow any procedures required by Heritage to update those details.

A notification under these terms and conditions can be given to you by any of those methods. In addition, if a notification under these terms and conditions does not affect just you, we or the program manager can do the notification by:

- publishing it in a notice or advertisement in a major daily newspaper distributed in Queensland or Australia; or
- placing it on our website (www.heritageonline.com.au) or the Heritage Credits website.

You will be able to perform some functions in connection with Heritage Credits through the Heritage Credits website, if you access the Heritage Credits website through Heritage on-line internet banking and follow the instructions given on screen. To do this, you must accept the terms of use for the Heritage Credits website.

18. Liabilities, responsibilities and disclaimers

Heritage and the program manager do not manufacture or supply rewards. Rewards are manufactured and supplied by the redemption partner concerned. Neither Heritage nor the program manager has any direct control over the manufacture or supply of rewards.

Heritage will exercise due care and skill to get the program manager to manage your enrolment and participation in Heritage Credits according to these terms and conditions.

Otherwise, as far as the law allows, Heritage and the program manager:

- give no warranties or promises with respect to type, quality, standard or fitness or suitability for any purpose of rewards; and
- disclaim all liabilities for negligence and breach of terms implied by law; and
- do not accept any liability with respect to property damage, death, injury or any consequential loss arising from the supply or non-supply of a reward or from the loss, theft or destruction of a reward; and
- are not liable for any circumstances which are beyond Heritage's or the program manager's reasonable control or for their consequences.

If Heritage or the program manager is liable for breach of any term, condition, warranty or representation implied by law or arising from these terms and conditions, then as far as the law allows, Heritage or the program manager limits that liability to:

- in the case of earning credits – providing the credits again; or
- in the case of a reward – giving you the required number of credits to enable you to redeem the reward again,

and Heritage or the program manager will not be responsible for any other losses such as indirect or consequential losses.

You must address warranty claims relating to a reward to the manufacturer or redemption partner.

If a reward is destroyed, lost or stolen it cannot and will not be replaced.

It is your responsibility to determine the tax impact on you for receiving credits and rewards. Heritage does not accept any responsibility for any tax liability you may incur from participating in Heritage Credits.

19. Privacy

Heritage has a privacy policy which is available in brochure format or can be accessed on our website at www.heritageonline.com.au by clicking on the 'Privacy Policy' link at the bottom of the page.

By becoming a member of Heritage and participating in Heritage Credits, you consent to the collection, use, disclosure and handling of your personal information as contemplated by Heritage's Privacy Policy. That will include the disclosure of your personal information to the program manager and rewards partners as necessary for the purpose of operating Heritage Credits.

20. Relationship of Heritage Credits to your accounts

Heritage Credits is not part of any other financial product under which you have an account with Heritage.

These terms and conditions are independent of and separate to the terms and conditions or credit contract governing any account with Heritage.

The cancellation of Heritage Credits or a change to these terms and conditions will not, by itself, have the effect of terminating or varying the terms and conditions or credit contract governing any account with Heritage.

The termination or variation of the terms and conditions or credit contract governing any account with Heritage will not, by itself, have the effect of cancelling Heritage Credits or changing these terms and conditions except as set out in these terms and conditions.

If you are treated as a qualifying member or allowed to redeem under Heritage Credits, that does not of itself mean that Heritage has agreed or admitted for any other purpose that you meet the requirements to be a qualifying member or to redeem.

For example, if you have a dispute with Heritage about any of your accounts or your membership with Heritage, you cannot argue that:

- you are a member of Heritage; or
- your accounts are being operated, or have at any previous time been operated, within terms,

just because you are being, or have been, treated as a qualifying member or allowed to redeem under Heritage Credits.

21. If you die

If your Heritage membership is in a single name and you die, your estate will have a grace period of 90 days. The grace period starts when you die (although we or the program manager may agree to defer it starting until we or the program manager are notified of your death). During the grace period, the personal representatives of your estate can ask for a redemption if you are otherwise eligible under these terms and conditions. Your estate will not be regarded as a qualifying member after you die.

Your estate will not be able to ask for a redemption after the grace period has expired.

22. Other matters

You cannot transfer any of your rights under Heritage Credits.

Heritage can transfer its rights and obligations under Heritage Credits and these terms and conditions at any time without your consent. If we do, references to Heritage in these terms and conditions will be read as references to the person to whom we transferred our rights and obligations under Heritage Credits and Heritage will be released from its obligations under Heritage credits from the time the other person agrees with us or you to honour those obligations.

If Heritage or the program manager does not enforce these terms and conditions, that does not mean they are waived. Heritage or the program manager still has the right to enforce the terms and conditions later. For example, if you are being, or have been, treated as a qualifying member in Heritage Credits even though you do not meet the requirements under these terms and conditions to be a qualifying member, we or the program manager can stop treating you as a qualifying member at any time after we or the program manager find out that you do not meet those requirements.

SAVINGS

INVESTMENTS

LOANS

Heritage Building Society

People first.

Heritage Building Society Limited
ABN 32 087 652 024 AFS Licence No. 240984
Effective 03/09 SV008