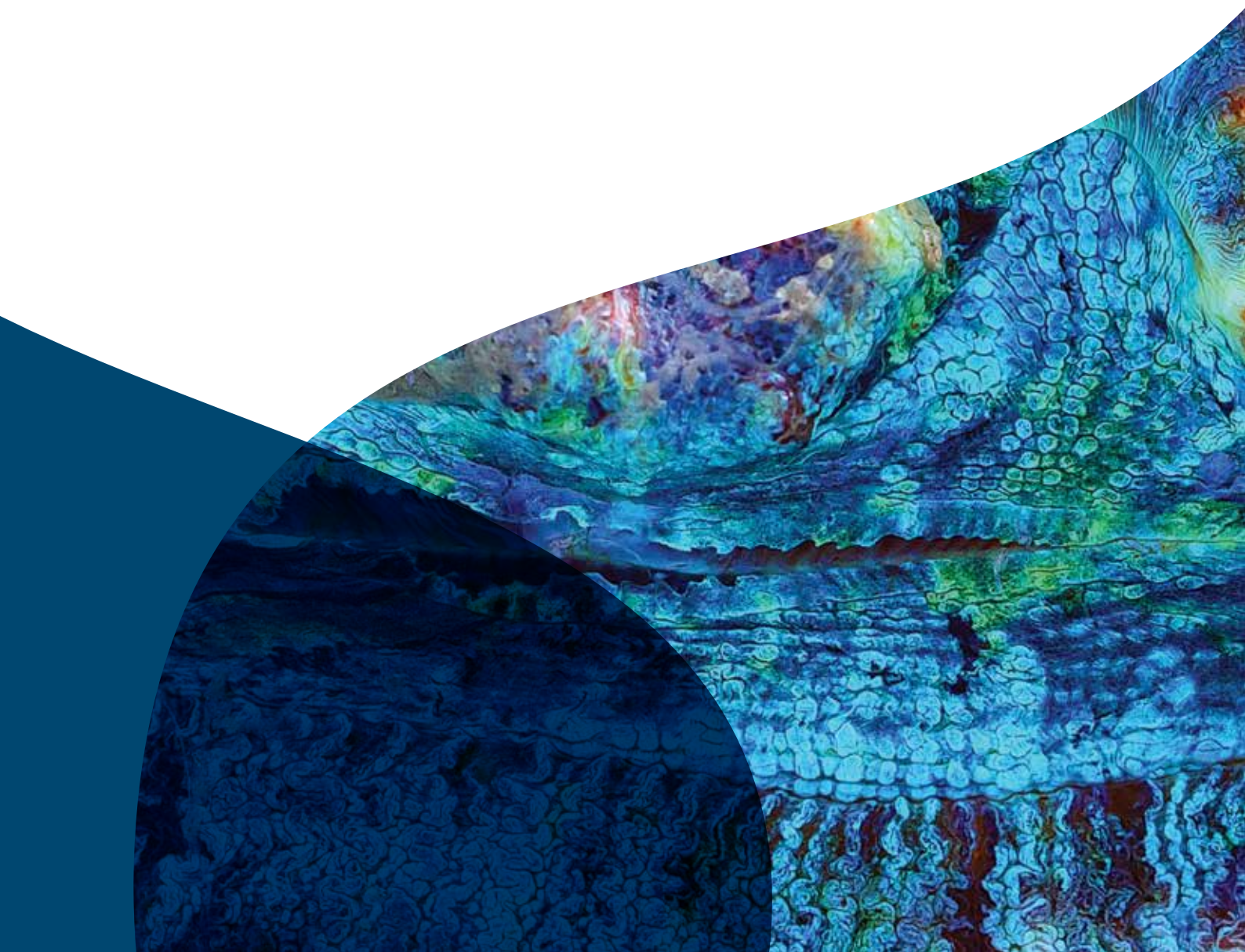


Terms and Conditions

BOQ Specialist Everyday Plus Account

Dated 1 April 2018



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Everyday Plus account

Subject to this document, We agree to make the Everyday Plus account available to You.

You agree to be bound by, and to act in accordance with, Our standard deposit taking practices and procedures.

You also agree to be bound by, and to act in accordance with, any future changes to Our deposit-taking practices and procedures as notified to You from time to time.

It is important that You read this document in its entirety carefully and retain it for future reference.

Online Banking Services

If You elect to register for Online Banking services, the Online Banking Terms and Conditions will also apply to Your agreement and are incorporated by reference into this document. You can obtain a copy of the Online Banking Terms and Conditions within Our Online Banking site, at www.boqspecialist.com.au. You can also obtain a copy of the Online Banking Terms and Conditions from Us at no charge by calling Our Client Service Centre on 1300 160 160 or +61 2 9293 2121 if calling from outside Australia.

ePayments Code

BOQ Specialist warrants that it will comply with the requirements of the ePayments Code which regulates consumer electronic payment transactions, including EFTPOS, direct debits and online payments.

Code of Banking Practice

As part of our commitment to client service, we have adopted the Code of Banking Practice (COBP). This is a self-regulatory code which aims to foster good relations between banks and customers, and to promote good banking practice.

The COBP applies to Banking Services provided to customers who are “individuals” or “small businesses” as defined in it. We will comply with the COBP, where it applies to the Banking Services we provide to you. The COBP requires us to provide you with certain information. You will find this information in this document, and on request.

In particular, You will find information regarding:

- account opening procedures;
- our obligations regarding the confidentiality of Your information;
- complaints;
- bank cheques;
- what to do when You are in financial difficulty; and
- the importance of You reading the terms and conditions applying to any Banking Services we provide to You.

Definitions

In these Terms and Conditions the following words have the following meanings, unless otherwise specified or the context requires otherwise:

Account means the Everyday Plus account

Account Application Form means the online application form that is, to be completed by You when applying for an Everyday Plus account, together with these Terms and Conditions. Once We have received the completed Account Application Form and all required documentation, the offer of a product to You is at Our discretion.

Account Holder means the holder or holders (where jointly held) of the relevant Everyday Plus account.

Applicable Interest Rate means the interest rate applicable to Your Everyday Plus account, as determined by Us and advised to You in accordance with industry practice.

Banking Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, Australia.

Banking Services means those accounts and payments services described in this document.

Bonus Qantas Points means any extra Qantas Points that are accrued as part of any special offer or promotion.

Bonus Velocity Points means any extra Qantas Points that are accrued as part of any special offer or promotion.

BOQ Group means Bank of Queensland Limited ABN 32 009 656 740 (BOQ) and its related bodies corporate. BOQ Specialist is a division of BOQ.

BOQ Specialist / We / Our / Us means BOQ Specialist - a division of Bank of Queensland Limited ABN 32 009 656 740 AFSL and Australian credit licence No. 244616.

BOQ Specialist Qantas Rewards Program means the program operated by Us which allows you to accrue Qantas Points on Your Everyday Plus Account which are credited directly to your Qantas Frequent Flyer account in accordance with these Terms and Conditions

BOQ Specialist Velocity Rewards Program means the program operated by Us which allows you to accrue Velocity Points on Your Everyday Plus Account which are credited directly to your Velocity Frequent Flyer account in accordance with these Terms and Conditions

Debit Card means the BOQ Specialist Debit Card which You can apply for as part of the Everyday Plus account.

Debit Card Conditions of Use means the conditions of use that You agree to when applying for a Debit Card in conjunction with the Everyday Plus account. The Debit Card Conditions of Use can be located at www.boqspecialist.com.au/debitcard.

Designated Account means another bank account that You have notified to Us in writing in a form acceptable to Us, as a Designated Account which and to which payments to/ from Your Everyday Plus account are to be made.

Direct Debit Request means the Direct Debit Request between Us and You.

Electronic Funds Transfer (or EFT) refers to the electronic exchange of money of value.

Electronic Equipment is an electronic terminal, computer, television, telephone or similar equipment and includes EFTPOS terminals and any other authorised electronic terminal or device connected to our electronic banking system from time to time.

Electronic Transaction is a transfer of funds initiated by an instruction given through Electronic Equipment using an access method (not including a method that requires a voucher, receipt or other document to be signed) to debit or credit an account and includes for example, purchasing goods and services from a provider using a card

ePayments Code is the ePayments Code published by the Australian Securities and Investments Commission as amended and/or replaced.

Fees and Charges means the fees and charges detailed in Annexure B of these Terms and Conditions that sets out the fees applicable to Your Everyday Plus account and Debit Card.

Instruction or Instructions means, in respect of these Terms and Conditions or where applicable, any Special Terms and Conditions, any written, telephone, facsimile or electronic communication sent by You or purported to have been sent by You or by a person authorised by You (and notified to Us) to transact or instruct on Your Account.

Online Banking Terms and Conditions means the BOQ Specialist Online Banking Terms and Conditions that You agree to when registering for Online Banking Services and are incorporated by reference into this document. You can obtain a copy of the BOQ Specialist Online Banking Terms and Conditions at www.boqspecialist.com.au or from Us at no charge by calling Our Client Service Centre on 1300 160 160 or +61 2 9293 2121 if calling from outside Australia.

Personal EFT transaction means that part of an electronic fund transfer which involves the debiting or transfer of value from, or receipt or crediting of value to, an account using the Online Banking service, other than a business EFT Transaction.

Qantas means Qantas Airways Limited ABN 16 009 661 901 (or such other company that operates the Qantas Frequent Flyer Program from time to time).

Qantas Frequent Flyer Membership Account means the Qantas Frequent Flyer Membership Account of the Account Holder.

Qantas Frequent Flyer Membership Number means the Qantas Frequent Flyer Program Membership Number assigned by Qantas to the Account Holder.

Qantas Points means reward points in the Qantas Frequent Flyer Program accrued from credit balances on Your Account, subject to the restrictions in clauses (17-18).

Qantas Frequent Flyer Program means the loyalty Frequent Flyer Program of that name that is operated by Qantas.

Special Terms and Conditions means any additional terms and conditions that We notify You of which apply in addition to these Terms and Conditions.

Terms and Conditions means the Everyday Plus account Terms and Conditions set out in this document and includes all annexures, incorporated terms, and any Special Terms and Conditions or variations in conditions, if applicable, that We notify to You.

Velocity means Velocity Frequent Flyer Pty Ltd ACN 601 408 824 (or such other company that operated the Velocity Frequent Flyer Program from time to time).

Velocity Frequent Flyer Terms and Conditions means the terms and conditions entered into between Velocity and a member that wishes to participate in the Velocity Frequent Flyer Program (as amended or substituted from time to time by Velocity). For details visit www.velocityfrequentflyer.com/content/TermsConditions/index.htm.

Velocity Frequent Flyer Program means the loyalty frequent flyer program of that name that is operated by Velocity.

Velocity Points means the Velocity Points in the Velocity Frequent Flyer Program accrued from credit balances on your Account, subject to the restrictions in clauses 17-18.

You / Your means the person described in the Account Application Form as the Account Holder and that person's successors and permitted assigns, and 'Your' has a corresponding meaning. If more than one person is described as the Account Holder in the Account Application Form, it means each of those persons separately and any two or more of them jointly.

For the Everyday Plus Account Terms and Conditions (Qantas Points): Refer to pages 4 to 6 and pages 10 to 21.

For the Everyday Plus Account Terms and Conditions (Velocity Points): Refer to pages 7 to 9 and pages 10 to 21.

BOQ Specialist Qantas Reward Program Terms and Conditions as applicable to the Everyday Plus account located at <https://www.boqspecialist.com.au/personal-banking/bank-accounts/everyday-plus>

Accruing Qantas Points on credit balances

1. If you hold an Everyday Plus account you will accrue Qantas Points on credit balances in accordance with these terms and conditions

Qantas Points accrued on Credit Balances	
Rate of accrual	1 Qantas Point for every \$10 making up the average daily balance calculated at the end of each calendar month. If the last day of a calendar month is not a valid Banking Business Day, your daily account balance on the last valid Banking Business Day of that month will be used for calculation of your average monthly balance. Any transactions between the last valid Banking Business day and the next valid Banking Business Day of the following month will be posted as adjustments at the end of the next month.
Time of accrual and crediting	Qantas Points accrue monthly and Qantas Points are credited within 21 days of the end of the month. Fractions of a Qantas Point will not be accrued.
Bonus Qantas Points	Any bonus Qantas Points that are accrued as part of any special offer or promotion.

Example

June	Closing balance	June	Closing balance
1st	\$0	16th	\$13 000
2nd	\$0	17th	\$13 000
3rd	\$5 000	18th	\$13 000
4th	\$5 000	19th	\$13 000
5th	\$5 000	20th	\$13 000
6th	\$5 000	21st	\$22 000
7th	\$5 000	22nd	\$22 000
8th	\$5 000	23rd	\$22 000
9th	\$5 000	24th	\$22 000
10th	\$15 000	25th	\$22 000
11th	\$15 000	25th	\$22 000
12th	\$15 000	27th	\$22 000
13th	\$15 000	28th	\$22 000
14th	\$15 000	29th	\$22 000
15th	\$15 000	30th	\$22 000

$$\text{Average monthly account balance} = \frac{\text{Sum of daily closing balances}}{\text{Days in the month}}$$

Therefore the average monthly account balance in the example is:

$$\frac{(\$0*2)+(\$5\ 000*7)+(\$15\ 000*7)+(\$13\ 000*4)+(\$22\ 000*10)}{30} = \$13\ 733.33$$

This average monthly account balance includes 1 373 whole amounts of \$10 being \$13 730. No points accrue on the \$3.33 remainder. Therefore the points credited and posted to the account for that particular month will be 1 373.

2. Our rights to vary these Terms and Conditions as outlined in clause 10 include a right to change how points are accrued and credited as described in the above tables.

Crediting of Qantas Points

3. Qantas Points will be credited monthly to Your Qantas Frequent Flyer account. Qantas Points will normally be credited within 21 days of the end of the month. We accept no responsibility for loss or damage if Qantas Points are not credited or available for use within this time.
4. Once Qantas Points are credited to your Qantas Frequent Flyer account, they are governed by the terms and conditions of the Qantas Frequent Flyer program. For queries or complaints regarding the use of your Qantas Points, please contact Qantas in accordance with the details set out in the terms and conditions of the Qantas Frequent Flyer Program.
5. If Qantas discontinues, or makes any changes to, the Qantas Frequent Flyer Program, we will not be responsible for the impact this may have on Qantas Points accrued through the Everyday Plus account.
6. You are responsible to pay or reimburse Us for any tax liability (including any GST that may be payable), stamp duty or other duty or government charges incurred in connection with the receipt or use of Qantas Points.
7. Where an Account has two or more Account Holders and each Account Holder has been nominated to earn Qantas Points, accrued Qantas Points and Bonus Qantas Points will be allocated in equal shares to the Qantas Frequent Flyer Accounts (rounded down to be evenly divisible).

Membership of the Qantas Frequent Flyer Program

8. To accrue Qantas Points you must be a member of the Qantas Frequent Flyer Program and you must provide your Qantas Frequent Flyer membership number and any other membership information requested by us in order for Your Qantas Frequent Flyer account to be credited with Qantas Points accrued through Your Everyday Plus account. Being an Everyday Plus account holder does not mean you automatically receive membership of the Qantas Frequent Flyer program.
9. Membership of the Qantas Frequent Flyer Program is available only to individuals. Membership and the earning and redemption of Qantas Points is subject to the Qantas Frequent Flyer Terms and Conditions, as amended from time to time and available at qantas.com/terms.
10. BOQ Specialist or any member of the BOQ Group will not be liable to you or any person in any manner for any claim arising in connection with any air travel undertaken by any Qantas Frequent Flyer member or, if for any reason, your Qantas Points are unable to be used.

Your Qantas Frequent Flyer Account

11. Qantas Points may only be credited to a Qantas Frequent Flyer Membership account in the name of an Account Holder.
12. If Qantas Points cannot be credited because the Qantas Frequent Flyer membership you provided to Us is not correct or is invalid, the automatic crediting of your Qantas Points will cease until you have provided Us with valid Qantas Frequent Flyer membership information. We will accrue your Qantas points up to 6 months until you provide Us with your valid Qantas Frequent Flyer membership information after which, your points will be cancelled. Accrued Qantas Points cannot be transferred to the Qantas Frequent Flyer account of any other person.

Tracking your Qantas Points

13. A statement showing the Qantas Points accrued during your account statement cycle will be provided monthly. We may adjust your total Qantas Points (backdating the adjustment if necessary) if Qantas Points have been incorrectly credited or debited for any reason.

When you will not accrue Qantas Points and when we may cancel your Qantas Points

14. You will not accrue Qantas Points or Bonus Qantas Points (and we may correct your Rewards Statement by deleting or reversing any Qantas Points invalidly rewarded) if:
 - a. We terminate your Account for any reason;
 - b. We reasonably decide that you are behaving fraudulently; or
 - c. You breach the Terms and Condition of the BOQ Specialist Everyday Plus account.

15. If your Account is closed or access to it is cancelled and you have not provided us with your Qantas Frequent Flyer membership number:
 - a. all Qantas Points accrued in the month of closure will be forfeited; and
 - b. you have 30 days from the date of closure or cancellation within which to supply your Qantas Frequent Flyer Membership Number so that the Qantas Points accrued up to the start of the month of closure can be credited to your Qantas Frequent Flyer account; and
 - c. all Qantas Points accrued from account opening will be cancelled immediately on expiration of the 30 day period without further notification if you do not supply your membership number within this time frame.

Termination

16. We can cancel the BOQ Specialist Qantas Rewards Program after providing you with 60 days written notice. BOQ Specialist may notify you of changes either through:
 - a. An email to your email address as advised to BOQ Specialist
 - b. A letter to your last known address
 - c. Notification on, or sent with account statements; or
 - d. Press advertisements

When the BOQ Specialist Qantas Rewards Program is terminated by Us under this clause 19, Qantas Points accrued up until the date of cancellation of the BOQ Specialist Qantas Rewards Program will be credited to your Qantas Frequent Flyer account.

17. If you have not provided us with your Qantas Frequent Flyer membership number, and BOQ Specialist has terminated the BOQ Specialist Qantas Rewards Program you have 90 days from the date of the cancellation to provide us with this membership number. If you do not supply your membership number within this time frame, all Qantas Points accrued will be cancelled immediately on expiration of the 90 day period without further notification.

Changes to these Terms and Conditions and the BOQ Specialist Qantas Rewards Program

18. We can change any or all aspects of the BOQ Specialist Qantas Rewards Program as applicable (including these Terms and Conditions) at any time without your consent. We will provide you with at least 30 days written notice of any material changes to these Terms and Conditions (including any material changes to BOQ Specialist Qantas Rewards Program). You agree that we may give you such notice in writing by publishing notice in a national newspaper, or on the BOQ Specialist website located at boqspecialist.com.au.

19. Changes we may make include a change to:
 - a. The way you can accrue Qantas Points or Bonus Qantas Points
 - b. The way Qantas Points are credited to your Qantas Frequent Flyer account; or
 - c. The number of Qantas Points you can accrue for using your Account.
20. If you are not satisfied with any change or variation in BOQ Specialist Qantas Rewards Program or these Terms and Conditions, or for any reason wish to withdraw from your BOQ Specialist Qantas Rewards Program, you may close your Account. We may novate some or all of our rights and obligations under these Terms and Conditions to another person at any time without your consent provided that such novation does not materially adversely affect Your rights or obligations under this document.
21. We have no liability to you for any delay or inability to provide Qantas Points or Bonus Qantas Points caused by circumstances outside our control, such as strikes or industrial action, Acts of God, floods, weather, aircraft unserviceability or unavailability, or war or civil disturbance.

Any tax impact

22. It is your responsibility to determine the tax impact on you of receiving Qantas Points and Bonus Qantas Points via the BOQ Specialist Qantas Rewards Program. We do not accept any responsibility for any tax liability you may incur under the BOQ Specialist Qantas Rewards Program. BOQ Specialist recommends that You seek independent and professional financial and taxation advice before taking out the Everyday Plus account.

Your responsibility to pay costs

23. We may introduce a membership fee or other fees in connection with BOQ Specialist Qantas Rewards Program. If we introduce a new fee, we will notify you in advance in accordance with these Terms and Conditions.

BOQ Specialist Velocity Reward Program Terms and Conditions as applicable to the Everyday Plus account located at <https://www.boqspecialist.com.au/personal-banking/bank-accounts/everyday-plus>

Accruing Velocity Points on credit balances

- If you hold an Everyday Plus account you will accrue Velocity Points on credit balances in accordance with these terms and conditions

Velocity Points accrued on Credit Balances	
Rate of accrual	1 Velocity Point for every \$10 making up the average daily balance calculated at the end of each calendar month. If the last day of a calendar month is not a valid Banking Business Day, your daily account balance on the last valid Banking Business Day of that month will be used for calculation of your average monthly balance. Any transactions between the last valid Banking Business day and the next valid Banking Business Day of the following month will be posted as adjustments at the end of the next month.
Time of accrual and crediting	Velocity Points accrue monthly and Velocity Points are credited within 21 days of the end of the month. Fractions of a Velocity Point will not be accrued.
Bonus Velocity Points	Any bonus Velocity Points that are accrued as part of any special offer or promotion.

Example

June	Closing balance	June	Closing balance
1st	\$0	16th	\$13 000
2nd	\$0	17th	\$13 000
3rd	\$5 000	18th	\$13 000
4th	\$5 000	19th	\$13 000
5th	\$5 000	20th	\$13 000
6th	\$5 000	21st	\$22 000
7th	\$5 000	22nd	\$22 000
8th	\$5 000	23rd	\$22 000
9th	\$5 000	24th	\$22 000
10th	\$15 000	25th	\$22 000
11th	\$15 000	25th	\$22 000
12th	\$15 000	27th	\$22 000
13th	\$15 000	28th	\$22 000
14th	\$15 000	29th	\$22 000
15th	\$15 000	30th	\$22 000

$$\text{Average monthly account balance} = \frac{\text{Sum of daily closing balances}}{\text{Days in the month}}$$

Therefore the average monthly account balance in the example is:

$$\frac{(\$0*2)+(\$5\ 000*7)+(\$15\ 000*7)+(\$13\ 000*4)+(\$22\ 000*10)}{30} = \$13\ 733.33$$

This average monthly account balance includes 1 373 whole amounts of \$10 being \$13 730. No points accrue on the \$3.33 remainder. Therefore the points credited and posted to the account for that particular month will be 1 373.

- Our rights to vary these Terms and Conditions as outlined in clause 10 include a right to change how points are accrued and credited as described in the above tables.

Crediting of Velocity Points

- Velocity Points will be credited monthly to Your Velocity Frequent Flyer account. Velocity Points will normally be credited within 21 days of the end of the month. We accept no responsibility for loss or damage if Velocity Points are not credited or available for use within this time.
- Once Velocity Points are credited to your Velocity Frequent Flyer account, they are governed by the terms and conditions of the Velocity Frequent Flyer program. For queries or complaints regarding the use of your Velocity Points, please contact Velocity in accordance with the details set out in the terms and conditions of the Velocity Frequent Flyer Program.
- If Velocity discontinues, or makes any changes to, the Velocity Frequent Flyer Program, we will not be responsible for the impact this may have on Velocity Points accrued through the Everyday Plus account.
- You are responsible to pay or reimburse Us for any tax liability (including any GST that may be payable), stamp duty or other duty or government charges incurred in connection with the receipt or use of Velocity Points.
- Where an Account has two or more Account Holders and each Account Holder has been nominated to earn Velocity Points, accrued Velocity Points and Bonus Velocity Points will be allocated in equal shares to the Velocity Frequent Flyer Accounts (rounded down to be evenly divisible).

Membership of the Velocity Frequent Flyer Program

8. To accrue Velocity Points you must be a member of the Velocity Frequent Flyer Program and you must provide your Velocity Frequent Flyer membership number and any other membership information requested by us in order for Your Velocity Frequent Flyer account to be credited with Velocity Points accrued through Your Everyday Plus account. Being an Everyday Plus account holder does not mean you automatically receive membership of the Velocity Frequent Flyer program.
9. Membership of the Velocity Frequent Flyer Program is available only to individuals. Membership and the earning and redemption of Velocity Points is subject to the Velocity Frequent Flyer Terms and Conditions, as amended from time to time and available at velocity.com/terms.
10. BOQ Specialist or any member of the BOQ Group will not be liable to you or any person in any manner for any claim arising in connection with any air travel undertaken by any Velocity Frequent Flyer member or, if for any reason, your Velocity Points are unable to be used.

Your Velocity Frequent Flyer Account

11. Velocity Points may only be credited to a Velocity Frequent Flyer Membership account in the name of an Account Holder.
12. If Velocity Points cannot be credited because the Velocity Frequent Flyer membership you provided to Us is not correct or is invalid, the automatic crediting of your Velocity Points will cease until you have provided Us with valid Velocity Frequent Flyer membership information. We will accrue your Velocity points up to 6 months until you provide Us with your valid Velocity Frequent Flyer membership information after which, your points will be cancelled. Accrued Velocity Points cannot be transferred to the Velocity Frequent Flyer account of any other person.

Tracking your Velocity Points

13. A statement showing the Velocity Points accrued during your account statement cycle will be provided monthly. We may adjust your total Velocity Points (backdating the adjustment if necessary) if Velocity Points have been incorrectly credited or debited for any reason.

When you will not accrue Velocity Points and when we may cancel your Velocity Points

14. You will not accrue Velocity Points or Bonus Velocity Points (and we may correct your Rewards Statement by deleting or reversing any Velocity Points invalidly rewarded) if:
 - a. We terminate your Account for any reason;
 - b. We reasonably decide that you are behaving fraudulently; or
 - c. You breach the Terms and Condition of the BOQ Specialist Everyday Plus account.

15. If your Account is closed or access to it is cancelled and you have not provided us with your Velocity Frequent Flyer membership number:
 - a. all Velocity Points accrued in the month of closure will be forfeited; and
 - b. you have 30 days from the date of closure or cancellation within which to supply your Velocity Frequent Flyer Membership Number so that the Velocity Points accrued up to the start of the month of closure can be credited to your Velocity Frequent Flyer account; and
 - c. all Velocity Points accrued from account opening will be cancelled immediately on expiration of the 30 day period without further notification if you do not supply your membership number within this time frame.

Termination

16. We can cancel the BOQ Specialist Velocity Rewards Program after providing you with 60 days written notice. BOQ Specialist may notify you of changes either through:
 - a. An email to your email address as advised to BOQ Specialist
 - b. A letter to your last known address
 - c. Notification on, or sent with account statements; or
 - d. Press advertisements

When the BOQ Specialist Velocity Rewards Program is terminated by Us under this clause 19, Velocity Points accrued up until the date of cancellation of the BOQ Specialist Velocity Rewards Program will be credited to your Velocity Frequent Flyer account.

17. If you have not provided us with your Velocity Frequent Flyer membership number, and BOQ Specialist has terminated the BOQ Specialist Velocity Rewards Program you have 90 days from the date of the cancellation to provide us with this membership number. If you do not supply your membership number within this time frame, all Velocity Points accrued will be cancelled immediately on expiration of the 90 day period without further notification.

Changes to these Terms and Conditions and the BOQ Specialist Velocity Rewards Program

18. We can change any or all aspects of the BOQ Specialist Velocity Rewards Program as applicable (including these Terms and Conditions) at any time without your consent. We will provide you with at least 30 days written notice of any material changes to these Terms and Conditions (including any material changes to BOQ Specialist Velocity Rewards Program). You agree that we may give you such notice in writing by publishing notice in a national newspaper, or on the BOQ Specialist website located at boqspecialist.com.au.

19. Changes we may make include a change to:
 - a. The way you can accrue Velocity Points or Bonus Velocity Points
 - b. The way Velocity Points are credited to your Velocity Frequent Flyer account; or
 - c. The number of Velocity Points you can accrue for using your Account.
20. If you are not satisfied with any change or variation in BOQ Specialist Velocity Rewards Program or these Terms and Conditions, or for any reason wish to withdraw from your BOQ Specialist Velocity Rewards Program, you may close your Account. We may novate some or all of our rights and obligations under these Terms and Conditions to another person at any time without your consent provided that such novation does not materially adversely affect Your rights or obligations under this document.
21. We have no liability to you for any delay or inability to provide Velocity Points or Bonus Velocity Points caused by circumstances outside our control, such as strikes or industrial action, Acts of God, floods, weather, aircraft unavailability or unavailability, or war or civil disturbance.

Any tax impact

22. It is your responsibility to determine the tax impact on you of receiving Velocity Points and Bonus Velocity Points via the BOQ Specialist Velocity Rewards Program. We do not accept any responsibility for any tax liability you may incur under the BOQ Specialist Velocity Rewards Program. BOQ Specialist recommends that You seek independent and professional financial and taxation advice before taking out the Everyday Plus account.

Your responsibility to pay costs

23. We may introduce a membership fee or other fees in connection with BOQ Specialist Velocity Rewards Program. If we introduce a new fee, we will notify you in advance in accordance with these Terms and Conditions.

Everyday Plus Account Terms and Conditions

Opening Your Account

24. Prior to the opening of Your Everyday Plus account, You must provide Us with a completed Account Application Form, together with the necessary supporting documentation required by Us, including statutory proof of identity.
25. We may be able to identify You via electronic means, using public domain databases. If We are able to identify You successfully using electronic means We may not require additional identification documentation to be provided with Your Account Application Form.
26. If this is unsuccessful, You will need to provide Us with certified copies of any of the requested documents.
27. We reserve the right in Our absolute discretion not to accept an application for opening an Account.
28. You consent to Us making enquiries of any nature for the purpose of verifying the information disclosed in Your Account Application Form.
29. You acknowledge that in connection with Your Everyday Plus account it is not an offence if You choose not to quote Your Tax File Number (TFN) but if You do not do so or if You are a non-resident, withholding tax may be deducted from any interest earned on the credit balance of Your Account.
30. Should there be two or more Account Holders, Your Account will be held jointly but Your obligations as an Account Holder will be both joint and several.
31. You acknowledge that should one individual joint Account Holder predecease the other(s), We may treat:
 - a. the entire amount of a credit balance of Your Account as having passed to the surviving Account Holder(s);
 - b. each surviving Account Holder as being liable for payment of all or any part of the amount of a debit balance of Your Everyday Plus account.

Existing customers

32. If You already hold an Account with Us, or We make other Accounts available to You in the future, We may be required to re-identify You. If authorised signatories to the Account are different We are also required by law to verify their identity. In that instance, We will ask that You complete the Account Application Form authorising the new signatories to act on the Account.
33. If You wish to set up additional Designated Accounts to be linked to the new Everyday Plus account, You will still need to provide Us with these Designated Account details in writing.

Anti-Money Laundering, FATCA and Common Reporting Standard (CRS)

34. BOQ Specialist is a Reporting Australian Financial Institution under the Automatic Exchange of Information (AEOI) regimes concerning the automatic exchange of financial information with foreign jurisdictions. These relate to the Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standard (CRS). BOQ Specialist will conduct due diligence on prospective Account Holders and on existing Account Holders to comply with BOQ Specialist's obligations under the AEOI. If You are applying for an Account, You will need to provide BOQ Specialist with certain information and/or documentation when completing the Account Application Form and otherwise on request. While You are an Account Holder, You may need to provide BOQ Specialist with certain information and/or documentation on request.
35. BOQ Specialist may report information about You and Your Account to the ATO. Generally, BOQ Specialist will report to the ATO information about You if You are a foreign citizen or resident for tax purposes, a certain type of foreign entity or a certain type of domestic entity that is controlled by one or more foreign tax residents. If You do not provide BOQ Specialist with the required information and/or documentation upon request, BOQ Specialist may be required to report information in respect of You and Your Account to the ATO and/or may not open an Account for You.
36. In accordance with the AEOI, the ATO will share information reported to it by Australian financial institutions with the U.S. Internal Revenue Service with regards to FATCA and with other countries that have implemented the CRS.
37. You should consult with Your tax adviser for further information on how BOQ Specialist's due diligence and reporting obligations under the (AEOI) may affect You.
38. You agree to comply with all regulations or laws applicable to Your Account and undertake to provide any documentation, information or approvals (in original or certified form) as We may deem necessary to give effect to the opening of Your Account, under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and other applicable laws.
39. Everyone who opens a new Account and all signatories to the Account are required by law to be identified. Please note You may not withdraw funds from Your Account until all documentation requirements have been fulfilled.
40. By applying for an Account with Us, You also acknowledge that BOQ Specialist may decide to delay or refuse any request or transaction on Your Account, including any withdrawal or deposit request, if it is concerned that the request or transaction may breach any legal or regulatory obligation or cause BOQ Specialist to commit or participate in, an offence under any law. Where transactions or Accounts are blocked, delayed, frozen or refused by BOQ Specialist in accordance with this section, You agree that BOQ Specialist is not liable for any loss suffered by You, any additional card holder or other third parties arising directly or indirectly as the result of BOQ Specialist taking this action. Notwithstanding that You may already have an account with Us and that You may have previously provided all account opening documentation, BOQ Specialist reserves the right to request additional and/or updated information.

Depositing funds

41. Once Your Account has been opened deposits can be made in the following ways:

a. **Electronic Funds Transfer**

AUD deposited in Australia

Account Name: Your Account name
BSB: 951 200
Account number: Your Everyday Plus account number

AUD deposited overseas

Beneficiary bank name: BOQ Specialist
Beneficiary bank SWIFT code: QBANAU4B
Beneficiary bank address: Level 4, 100 Skyring Terrace, Newstead QLD 4006 Australia
Your Account name
Beneficiary Name: Your Account name
BSB: 951 200
Beneficiary account number: Your Everyday Plus account number
Reference: 951200 and your Account name

b. **Direct Debit**

Funds received via Direct Debit will require three working days to clear prior to any withdrawals from your Everyday Plus account.

You authorise Us to, at Our discretion, confirm the BSB, account number and account name You have provided with the external financial institution nominated in the Direct Debit Request, as provided in the Account Application Form.

You may instruct Us by fax, telephone, email or secure message by 1pm Sydney time on a Banking Business Day to debit the relevant amount from a bank account that You hold at another institution. Please note that We will at Our discretion, only debit funds from an account held in the same name. This account that you wish Us to debit must be notified to Us in writing in a form acceptable to Us and must be accompanied by a bank statement evidencing the account details.

We may carry out Your Instruction to process a Direct Debit prior to receiving the supporting bank statement. However, you will not be able to withdraw funds from Your Transaction and Savings Account until We have received the statement and have verified details of Your Direct Debit account. In the event We are not able to satisfactorily verify details of Your Direct Debit account, We may send the funds back to the account from which they originated.

Any requests received after 1pm on a Banking Business Day or on a day that is not a Banking Business Day may be processed on the next Banking Business Day in Sydney. Payment Instructions to and from Your Designated Account will be accepted by any one signatory.

If You have elected to register for BOQ Specialist's 24/7 Online Banking service, You may also Direct Debit funds using Online Banking. Online Direct Debits may be processed from your same named Designated Account at another institution subject to the relevant cut-off times.

There is no daily limit applicable to deposits via Direct Debit. Please ensure you have sufficient funds available in the Designated Account from which You wish to debit funds, as a dishonour fee may apply if Your Direct Debit is not cleared.

If You are switching accounts from another bank, You can request that We provide You with information on, and assistance about, notifying Your billing and crediting organisations that You have switched Your account to Us to ensure the continuity of Your direct debit, direct credit and periodic payment arrangements.

c. **Cheque**

All cheques deposited must be made payable to the Account Holder. Endorsed third party cheques will generally not be accepted, although We reserve the right in Our absolute discretion to accept a third party cheque. If We accept a third party cheque We do so subject to You indemnifying Us in accordance with these Terms and Conditions. The amount stated on a cheque received by Us shall not be deemed to have been paid to or received by Us and no withdrawals or transfers of funds may be made against it until the amount of the cheque has been unconditionally credited to Our Account. Generally this takes three working days for Australian dollar cheque deposits.

Cheques should be drawn in favour of the 'Account Holder name' and should be posted to the following address for banking on Your behalf;

BOQ Specialist
PO Box 2539
Sydney NSW 2001

Please always advise Us of any cheque deposits made directly into the account to expedite processing. Foreign currency cheques, travelers cheques and bank drafts are not permissible

Minimum and maximum deposit amounts

42. No minimum deposits are required for the Everyday Plus account. The maximum amount that can be deposited is at Our discretion.

Withdrawing Funds from Your Everyday Plus account

43. You consent to provide information in response to enquiries regarding the purpose of any funds transfers that You request to be carried out on Your behalf, particularly non-domestic transfers.
44. Future dated payments which fall on a non Banking Business Day will be processed on the previous Banking Business Day to ensure You are able to meet any corresponding obligations in a timely manner. This applies to both "once only" and scheduled payments.
45. For verification purposes, all third party payment Instructions received in writing (including Instructions received via fax and email) need to be signed in accordance with the signing instructions on the Account (except where given by secure message) and need to be confirmed via telephone. If You do not confirm Your Instruction by phoning Us, We will endeavour to reach You by phone. If We are unable to do so, it will be at Our discretion as to whether We process the withdrawal.
46. You acknowledge that when providing Us with instructions, particularly in relation to scheduling payments in the future, it is Your responsibility to ensure that sufficient cleared funds are available for the payment to be processed. You agree to release Us from any liability whatsoever; which You or any other party may suffer as a result of insufficient funds in Your Account to meet Your instructions and You indemnify Us for any loss, claim, damage or expense We may suffer as a result of giving effect to such instructions.

47. You must pay Us the dishonour fee specified in the Fees and Charges section (at Annexure B) where a payment is dishonoured.
48. All Everyday Plus accounts must maintain a positive balance. We are under no obligation to follow instructions that would overdraw Your Account. If the Everyday Plus account becomes overdrawn (whether as the result of Us acting on an instruction, or debiting other amounts such as interest and fees), You must repay the overdrawn amount immediately. You must pay Us the overdrawn fee specified in the Fees and Charges section where the Account becomes overdrawn.
49. All such instructions in respect of withdrawal of funds from Your Everyday Plus account must be received by Us on a Banking Business Day before 1pm (Sydney time) in order for the Instruction to be processed on that day. We reserve the right to hold any instructions received after 1pm for all AUD transactions on a Banking Business Day or on a day that is not a Banking Business Day, for processing on the next Banking Business Day. Withdrawal instructions where payment is being made overseas may take up to three banking business days to arrive at the destination.
50. If direct debit arrangements are available for Your Everyday Plus account, You may authorise a merchant to debit funds from Your Everyday Plus account directly.
51. You may cancel Your direct debit facility by calling 1300 160 160, 24 hours a day, 7 days a week. You should also contact the merchant who is debiting the funds from Your Everyday Plus account. If You wish to alter Your direct debit facility, You should contact the merchant who is debiting the funds from Your Everyday Plus account. We cannot accept a request to stop a payment made under a direct debit arrangement after We have debited the payment from Your Everyday Plus account.
52. We may decide not to make a direct debit if the available balance is not sufficient to cover the payment when the debit is to be made. We do not have to inform You if a direct debit is not honoured.
53. We may charge You a fee for direct debits, and also debit Your Everyday Plus account for any fees or charges passed on to Us by another financial institution as a result of a direct debit.
54. If a direct debit is due to be made on a day that is not a Banking Business Day, We make the direct debit on the next Banking Business Day. We (and our related bodies corporate) will not be responsible for any loss, damage or liability You may suffer or incur by reason of or in connection with:
 - a. the genuineness and authenticity of any Instructions given by You or on Your behalf;
 - b. Us acting on any Instruction which purports to have been despatched on Your behalf by any person or persons who appear to be authorised to transact Your banking business at the time the message is received or refusing to act on or for any delay in processing any Instruction, through whatever medium, in circumstances where We have reason to believe that the Instruction is unauthorised;
 - c. Us assuming that any person claiming to be a person, details of whom have been given to Us in accordance with the Account Application Form or as notified otherwise in writing, is, in fact, that person;
- d. Us assuming that if You have not given a notice of revocation of any person previously authorised that the person giving instructions to Us is authorised by You to do so;
- e. any error contained in the Instruction irrespective of whether the error originated in the transmission or the receipt of the Instruction except to the extent the error was the result of Our gross negligence, willful default or fraud;
- f. any delays in transmission or payment;
- g. any Instruction that You or an authorised signatory has sent, which has not been received by Us.
55. If You ask Us to cancel a direct debit authorising Us or another party to deduct funds from Your Everyday Plus account We will do so promptly. However the cancellation of a direct debit may put You in breach of Your contract with that other party. We will not be responsible for any such breach or for any loss or damage You may suffer in connection with any such breach.
56. We may at Our discretion debit Your Everyday Plus account with all sums paid, charged or incurred by Us in effecting all such written, telephone or facsimile instruction. You agree not to make any claim or demand against Us in respect of any such loss, damage or liability and will indemnify Us against loss, damage or liability We may suffer or incur as a result of acting in accordance with the conditions of the above authority.
57. Liability for losses resulting from unauthorised transactions will be determined by the ePayments Code. You will not be liable for any losses arising from unauthorised transactions caused by fraud or negligence by our employee or agent, a transaction incorrectly debited more than once to the same facility, or where it is otherwise clear that you have not contributed to the losses.
58. For liability and indemnity provisions applying to personal EFT transactions using Online Banking services, refer to the Online Banking Terms and Conditions.
59. Unless providing Instructions through Online Banking:
 - a. You acknowledge that You and any joint Account Holder give Us instructions in order to access, direct Us to close and otherwise transact on Your Everyday Plus account independently of each other, including to vary instructions provided by another Account Holder; and
 - b. We are not liable for loss or damage resulting from our actioning instructions given by any Account Holder except to the extent the damage or loss was the result of Our or any of Our employees gross misconduct, willful default or negligence.
60. If providing Instructions through Online Banking for third party, Designated Account and BPAY payments, any two signatories may authorise the transaction in Online Banking (where more than one is specified in the "Signing Instructions" section in the Account Application Form). For Debit Cards, where more than one signatory is required to operate the Account, each signatory must approve the issue of a Debit Card to any signatory, however, once the Debit Card is issued, it may be used to provide Instructions on the Account by one signatory alone, subject to any monthly spend limit applicable to a Debit Card.
61. The Authority to Operate applies to any changes that You wish to make to any Designated Account details, as Well as all third party payment instructions. If the Authority to Operate is incomplete We may rely on instructions given by any one signatory. (We are not obliged to notify You that the Authority to Operate section of the Account Application Form has been left incomplete.)

Withdrawal cut-off times

62. The following is a summary of the cut-off times for withdrawal instructions to be processed on the same Banking Business Day. Any instruction received after these cut-off times will be processed on the next Banking Business Day. Please note that as We are required to confirm all third party withdrawal requests (other than payments through Online Banking) with You prior to processing, please endeavour to send Us your Instructions as early as possible.

Withdrawal Transaction	AEST time	Instruction Method
Electronic Funds Transfers (AUD)	1 pm	Fax, phone, email or secure message
Online transfers (including BPAY)	4 pm	Processed directly through Online Banking

Designated Accounts

63. You can nominate certain accounts at other institutions as Your Designated Accounts. Details of Your Designated Accounts and whether these accounts are to be credited, debited or both, must be specified to Us in writing or via an Online Banking secure message.
64. Transfers to and from Your Designated Accounts do not require a signed Instruction and may be requested via phone, email, fax and through Online Banking. Instructions for transfers to and from Designated Accounts will be accepted from any one signatory irrespective of the signing arrangements indicated in the "Signing Instructions" section of the Account Application Form. Transfers to and from accounts which are not Your Designated Accounts will require a signed Instruction in accordance with the signing arrangements as indicated by You in the "Signing Instructions" section of the Account Application Form.
65. Designated Accounts at other institutions from which You wish to direct debit funds into Your Account must be in the same name as Your Account, and We will require confirmation of the account details (see Direct Debit Request Services Agreement annexed below). Designated Accounts to which You would like to transfer funds from Your Everyday Plus account may be in the same name or in the name of a third party and We may not require confirmation of account details.

Debit Card

66. If You have a Debit Card issued in conjunction with Your Everyday Plus account, You may use Your Debit Card at ATMs, EFTPOS terminals, to make online purchases and for other transactions which may be effected by way of Debit Card.
67. The available cleared funds can be reduced by reference to Debit Card transactions which have been authorised but not yet processed. See the Debit Card Conditions of Use for more details located at www.boqspecialist.com.au/debitcard.
68. If You obtain Debit Card facilities for use in conjunction with an Everyday Plus account, Your Account may be subject to unauthorised transactions, for example, if Your PIN for Your Debit Card (if applicable) is lost or stolen. The Debit Cards Conditions of Use contain information about this, and about what to do if Your Debit Card or PIN may be lost, stolen or compromised.

69. We will send any Debit Card issued to You to the address nominated by You in Your Account Application Form. Please note that We will only issue Debit Cards to signatories of an Everyday Plus account. If the primary card holder sets a monthly spend limit on the Debit Card, access to funds within the Everyday Plus account via Debit Card will remain subject to such monthly spend limit unless and until such limit is changed by the primary cardholder.

How We determine interest rate

70. The Applicable Interest Rate applicable to Your Everyday Plus account is subject to individual quotation.
71. We will provide You with confirmation of the Applicable Interest rate at the time We open Your Everyday Plus account and the interest rate confirmation will form part of the governing terms for Your Everyday Plus account.
72. The Applicable Interest Rate on the Everyday Plus account is variable and may change at any time. We will notify You of these changes in accordance with these Terms and Conditions. The rate applicable to Your Everyday Plus account, will be shown on Your statement.

Interest calculation

73. For the Everyday Plus account interest is calculated on the daily closing credit balance of Your Account from the date of receipt of funds and is capitalised monthly. You may also request for Your monthly interest to be deposited into Your Designated Account.

Currency conversion

74. A currency conversion involves a foreign exchange transaction. This is a contract between You and BOQ Specialist to exchange a specified amount in one currency for another currency at the prevailing exchange rate quoted by BOQ Specialist at the time of entering into the transaction. All foreign exchange contracts are settled immediately on the same day that they are transacted, unless otherwise agreed. (Any payment Instructions then executed in relation to the proceeds will be subject to usual processing times).
75. You cannot cancel or change Your foreign exchange transaction after the transaction has been agreed to by BOQ Specialist.
76. If You instruct Us to convert currency, whether on deposit into, or withdrawal from, Your Account, or at any other time subject to Our discretion to trade that currency, We will convert the currency at the applicable foreign exchange rate agreed by Us on the date and time of conversion and pay or credit You the conversion amount. Please note funds must be cleared prior to the processing of any foreign currency transactions. We will confirm the details of Your foreign exchange contract including details of the exchange rate, the conversion amount and any transaction charges that may apply within two Banking Business Days of the conversion.

Statements and correspondence

77. Your address for service of all notices and other communications is the email address detailed in Your Account Application Form, or as notified in writing to Us from time to time. Monthly statements will be provided to You in Online Banking and by request in accordance with this clause.
78. If You are a joint Account Holder, unless You or any of the Account Holders request otherwise, all notices and other communications (including statements and notification of any variation to these Terms and Conditions) will be forwarded to You at the address specified as the mailing address for all Account Holders on the Account Application Form, or as notified in writing to Us from time to time.
79. You agree to notify Us in writing of any changes to Your name, address, authorised signatories to Your Account, or Designated Account details as soon as possible. Designated Account details may be changed by informing Us in writing and authorised in accordance with Your 'Authority to Operate' instructions in the Account Application Form.
80. We will not be responsible for any losses associated with any changes in Account details if We have not received adequate prior notice in writing of any such changes.
81. Monthly statements will be provided to You via your Online Banking portal in respect of Your Everyday Plus account. We will provide You with an additional statement on request (fees may be applicable – refer to the Fees and Charges at Annexure B). This will be electronically sent to Your email address, unless We have otherwise agreed for statements to be made available through BOQ Specialist Online Banking only. The email address used for this purpose will be as specified in Your Account Application Form or as otherwise notified by You to Us from time to time.
82. Please check Your statements carefully. You agree to notify Us within one month of receiving Your statement if you have any queries about your statement.

Closing Your Account

83. You may close Your Everyday Plus account at any time. If You have a credit balance in Your Everyday Plus account, all funds (including all interest accrued on the credit balance up to the date of closing the account) will be paid into a bank account of Your choice.
84. BOQ Specialist may, at its sole discretion, also close Your Account under certain circumstances specified in these Terms and Conditions. Any credit balance in Your Account (including any accrued interest up to the date of termination but less any applicable fees) will be paid out to You upon the account being closed.
85. We may close Your Everyday Plus account:
 - a. without notice, if
 - i. We are not able to verify the information disclosed in Your Account Application Form to Our satisfaction;
 - ii. You fail to provide Us with any information or supporting documentation We request from You under these Terms and Conditions within the time We request it;

- iii. We determine in good faith that the performance of Our obligations under these Terms and Conditions has resulted in, or may result in, a breach of any applicable law, rule, regulation, judgment, order or directive of any government, administrative, legislative or judicial power or authority; or
 - iv. In any other circumstance where We are permitted or required to close Your account under applicable law;
- b. Upon giving you no less than 30 days written notice to your nominated email address if Your Account is an inactive account.
 - c. at any time in Our absolute discretion upon giving notice which is reasonable in the circumstances.

An 'inactive account' for the purposes of these Terms and Conditions means an account that has a nil balance, or where no transactions have been made on the account, for a reasonable period of time (as determined by Us).

86. If there is a credit balance in Your Everyday Plus account at the time We close it, We will return this amount to You (including any accrued interest up to the date of termination, if applicable) less any applicable fees and charges, in Australian dollars. We may return this amount by paying it into Your designated bank account by bank cheque or, in the case of an inactive account, by transferring it to any 'unclaimed moneys fund' in accordance with applicable law.

Privacy

87. This section should also be read in conjunction with the Privacy Declaration of the relevant Account Application Form. If at any time You supply us with personal information about another person, You should ensure that You are authorised to do so and You agree to inform that person of the content of this information.
88. BOQ Specialist recognises that Your privacy is very important and that You have the right to protect Your personal information. BOQ Specialist collects, uses and discloses Your personal information to assess whether BOQ Specialist is able to provide You with the product that You have requested, including sharing Your personal information with Qantas or Velocity (as applicable) and so that We and Our related companies and corporate partners can tell You about other products and services You may be interested in, perform operational and administrative tasks (including security and risk management), undertake planning, product development, data mining and research, verify Your identity, prevent and investigate frauds or crimes (actual or suspected), to assist in any potential or actual acquisition of an interest in the BOQ Group. Some of the personal information BOQ Specialist collects about You is collected as required or authorised by laws such as the Banking Act 1959 (Cth) and the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).
89. Where possible, We will collect your personal information directly from You or from any joint applicant or Account Holder. However, We may also be required to collect personal information about You from a third party. These parties may include other financial institutions, Your representatives such as financial advisers or accountants, Your insurers, public sources (e.g. telephone directories), information brokers, referrers or other intermediaries, introducers, Our corporate partners or agents, government agencies (e.g. Centrelink).

90. If You do not provide BOQ Specialist with Your personal information, BOQ Specialist will not be able to assess Your eligibility for the product.
91. From time to time We may receive information that We have not asked for about You from third parties. We will only keep, use and disclose this information as permitted by law.
92. BOQ Specialist may disclose Your personal information in the normal operations of Our business with parties which include Our related bodies corporate, other financial institutions, regulatory bodies and government agencies, courts and external dispute resolution schemes, Your agents, brokers, referrers and other intermediaries, payments systems participants, agents, contractors and professional advisers who assist Us in providing Our services, You or Your insurers and organisations that carry out functions on Our behalf including mailing houses, data processors, researchers, system developers or testers, accountants, auditors, valuers and lawyers.
97. Under Part 2 of the Australian Securities and Investments Commission Act 2001 (Cth) (ASIC Act), certain warranties (Implied Terms) are implied into contracts for the supply of financial services if:
- the price of the services is \$40 000 or less; or
 - the services are of a kind ordinarily acquired for personal, domestic or household use (PDH Services); or
 - the services are of a kind ordinarily acquired for business use and are acquired for use in connection with a business employing less than 20 people or, if the business is or includes the manufacture of goods, 100 people (Small Business Services).
- If the services supplied under this contract are PDH Services, the operation of the Implied Terms cannot be, and are not in this contract, excluded or limited.
- If the services supplied under this contract are not PDH Services and:

Taxation

93. The interest earned on the credit balance of Your Everyday Plus account will generally be in the nature of interest income, and will need to be declared as such in Your tax return in the year in which it is earned. The taxation information in this document is a general statement as to the taxation implications that may normally arise for an Australian resident taxpayer.

BOQ Specialist makes these statements without reference to Your particular financial circumstances and based on Our understanding of the general operation of the taxation laws at the time of formulating this document. Interest is calculated daily and will be paid monthly. Each person's financial circumstances are different and BOQ Specialist recommends that You seek independent and professional financial and taxation advice before making any investment.

94. Government taxes and duties will, where applicable, be deducted from Your Account. Government taxes and duties cannot be paid in cash or deducted from another account.
95. We have a duty of confidentiality towards You except in circumstances where:
- disclosure is compelled by law (except this paragraph does not permit Us to disclose any information of the kind referred to in section 275(1) of the PPS Act unless section 275(7) of the PPS Act applies);
 - there is a duty to the public to disclose;
 - the interests of BOQ Specialist require disclosure; and
 - disclosure is made with Your express or implied consent.

Warranties, liabilities and disclaimers

96. You agree to indemnify Us against any claims, loss or damage that We may suffer from whatsoever cause (including reasonable legal costs) arising in connection with:
- the enforcement of Our rights under these Terms and Conditions; or
 - Your non-compliance with these Terms and Conditions.

- the price of those services is \$40 000 or less; or
- the services are Small Business Services,

BOQ Specialist can, and does, limit its liability for breach of any Implied Term to (at BOQ Specialist's option) re-supplying the services or the cost of having the services re supplied.

Except for the Implied Terms, BOQ Specialist excludes all warranties and conditions implied by statute, at law, in fact or otherwise.

Other than liability under the Implied Terms BOQ Specialist, Our related bodies corporate, Our directors, Our employees, agents and/or contractors exclude any and all liability to You.

98. We may suspend operations of any or all Your Accounts and/or Our services if Our client records, accounts or services are not available or access to such records, accounts or services is hindered as a result of force majeure, any calamity or condition, industrial action, computer breakdown or sabotage, or any other reason whatsoever, including without limitation, a similar event occurring to Our agents and service providers.
99. You undertake to advise Us immediately of any material circumstances which may affect our business relationship with You.
100. Without prejudice to any other rights which We may have under these Terms and Conditions or at law, You agree that We will be entitled to recover from You any amount of money paid to You to which You may not be entitled for any reason, plus interest thereon at the then Applicable Interest Rate (if you unreasonably delay the return of this amount) and any expenses incurred by Us in relation to such a circumstance.
101. You warrant that You will be acting as principal in all transactions with Us and that You have proper legal title to all amounts invested or deposited with Us.
102. We are authorised to accept and act upon an Instruction sent or communicated to Us which purports to have been despatched by You or by an authorised signatory.

103. You acknowledge that communication by telephone, facsimile and e-mail is not a secure means of communication and involves higher risk of manipulation, distortion or attempted fraud and may be of poor quality and unclear. You hereby authorise Us to accept and act on a telephone Instruction, faxed Instruction or e-mail Instruction without additional verification. You agree to indemnify Us in respect of all claims, liabilities, costs, charges or expenses of any nature incurred or suffered by Us or as a result of Us acting on a communication or Instruction provided by telephone, fax or e-mail. This clause does not apply to personal EFT transactions or Debit Card transactions.
- increase fees relating solely to Your use of an access method (e.g. a card) or to issue You with an additional or replacement access method;
 - change the way interest is calculated, charged, or paid to Your Account;
 - vary the minimum balance to which an account keeping fee applies;
 - increase Your liability for losses relating to Electronic Transactions;
 - impose, remove or adjust transaction limits which apply to the use of an access method, an account or Electronic Equipment.
104. In the case where You have appointed an authorised signatory to Your Account:
- a. You warrant that You have the necessary power to open the Account and that the authorised signatory(ies) identified in the Account Application Form are authorised to operate the Account. You undertake and agree not to challenge the authority of the authorised signatory(ies) or the validity of any act performed by Us in reliance upon such authorisation.
 - b. You indemnify Us and hold Us indemnified against all or any claims (including without limitation reasonable legal costs) by any third party arising as a result of any breach of such warranty.
 - c. Subject to (d) below, We may rely on the identity of the authorised signatory(ies) specified on Your Account Application Form (and as updated by You in writing and signed by You).
 - d. In respect of corporate Account Holders, should the authorised signatory(ies) cease to be Your directors or officers or should You wish to terminate their authority to operate the Transaction and Savings Account, then You must promptly notify Us accordingly in writing signed by You and if requested provide Us with a copy of the relevant corporate action evidencing this.
105. We give no warranties and make no representation of any nature regarding the return on the credit balance of Your Account or any tax implications, or the present or future value of Your Account. You must obtain Your own independent advice in relation to these matters.
106. If You die while You are the owner of an Everyday Plus account issued by Us, We may need to identify Your legal personal representative prior to taking an action on Your Account.
107. If there is any inconsistency between these Terms and Conditions and any Special Terms and Conditions (if applicable to Your Account), the Special Terms and Conditions shall prevail to the extent of the inconsistency.
108. We reserve the right to vary these Terms and Conditions. We can change, among other things, interest rates, fees and charges, and the way we calculate interest or repayments. We can impose new fees or charges or vary existing fees and charges in respect of Your Account. We will notify You of any such changes in accordance with these Terms and Conditions.
109. We reserve the right to enforce or not to enforce the application of Account fees and charges.
110. We will tell You of the changes to these Terms and Conditions in accordance with any law or code to which we subscribe.
111. We will let You know of changes in writing if we:
- introduce a new fee or charge;
- Other changes may also occur, such as:
- changes in government fees or charges; or
 - variations in existing fees or interest rates.
112. We will notify You of these changes or any other change to the Banking Services we provide to You by writing to You or, placing a notice in a major daily newspaper or, placing a notice on or with statements of account or other material we send to You or placing information on our Online Banking site (where the change relates to Online Banking).
113. If We are required to notify You in writing of any changes, We will send the notice to the last email address recorded by Us. We may not be able to notify You in writing where You cannot reasonably be located.
114. For joint Accounts, We will only send one notice to the last mailing address.
115. If You have agreed to Us doing so, We can notify You of any changes by e-mail, or posting the information on our website. Even if You have not agreed to Us notifying You of changes electronically, if a change to these Terms and Conditions is not materially adverse to You, We may update this document by posting a notice of the change on Our website before the change takes effect. A paper copy of any updated information will be given to You without charge on request.
116. The Fees and Charges can be located at Annexure B and the current version applicable to You can be found at www.boqspecialist.com.au, which were provided to You with Your Application Form and were current at the time You completed and submitted Your Account Application Form to Us. Details of fees and charges are also available from our offices by calling 1300 160 160.
117. We may, for the purposes of exercising any of Our rights, powers or privileges under this agreement or if required by any law, government agency or stock exchange, disclose to any person (including, any potential assignee, novatee or participant) any documents or records of, or information about You, a transaction, any other collateral documents or security or the assets, business or affairs, relating to You, whether or not confidential and whether or not the disclosure would be in breach of any law or any duty owed to You.
118. You agree that We may effect transactions with or through agents or Correspondent Banks as determined by Us from time to time. While BOQ Specialist and or its subsidiaries will choose these agents or Correspondent Banks with reasonable care to ensure they are reliable, neither BOQ Specialist nor its subsidiaries will have any responsibility for any acts or omissions of such parties.
119. You acknowledge and agree that We may effect transactions for You through the agency of and/or with a party which is a member of the BOQ Group or a person associated with Us or in which We have a direct or indirect material interest.

Complaints

120. For any enquires or further information on Your Everyday Plus account, please contact Us to the attention of Client Service Centre, at BOQ Specialist, GPO Box 2539, SYDNEY NSW 2001 or call us on 1300 160 160.
121. If You have a complaint, please raise it with BOQ Specialist. All complaints should be in writing, addressed to Complaints Officer – Head of Compliance at the above address. We will try and resolve Your complaint quickly and fairly and respond to You within five days of receiving the complaint.
122. If You are not satisfied with the outcome of the above process, or BOQ Specialist's determination, You have the right to refer the matter to the Financial Ombudsman Service (FOS). FOS is an independent body that has been established to provide free advice and assistance to consumers to help in resolving complaints relating to the financial services industry. Further details about FOS are available at the FOS website: www.fos.org.au. FOS can also be contacted by telephone on 1800 367 287 or email info@fos.org.au.

General

123. Under the Financial Claims Scheme (FCS) the Australian Government guarantees certain deposits up to \$250 000 held with an authorised deposit-taking institution (ADI). BOQ Specialist is a division of Bank of Queensland Limited which is an ADI, and is the issuer or BOQ Specialist products and services. For further information regarding this scheme please refer to www.fcs.gov.au or call the hotline on 1300 55 88 49. Any variation to, or termination of, the Everyday Plus account given by You or Your authorised representative will only bind Us if it is permitted under the Terms and Conditions of that Account and it is received in writing, or notified to Us by such other means of communication as may be acceptable to Us, and provided that such variation or termination is acceptable to Us.
124. You agree that We may in Our absolute discretion, combine and consolidate all or any of Your account(s) held with Us now or hereafter, including but not limited to any Overdraft Facility, Home Loan, Transaction and Savings Account or Credit Card, without your prior consent. We will tell you if we have combined any of your accounts. If you have more than one account with us, we can combine these accounts (including accounts you own jointly with other people) if we need extra money to cover one of Your transactions or liabilities. For example, if you owe Us a fee and there are insufficient cleared funds in your Transaction Account to cover the fee, we can transfer money from another of your accounts (e.g. Your Savings Account) to make up the difference. We can charge a fee for this service. You should not assume that we will combine accounts (i.e. You should not overdraw one account when you have funds in another, as we may not combine these accounts). In any event BOQ Specialist shall not be liable for any loss caused by Us or any third party as a result of its exercising Our rights under this clause.
125. You must not assign, novate, transfer or otherwise deal with any of Your rights under this agreement or delegate any of Your obligations as an Account Holder without Our prior written consent. We may in Our absolute discretion, grant or withhold Our consent. We may, without Your consent, assign, novate or otherwise transfer all or any

part of Our rights and obligations under this agreement provided such assignment, novation or transfer does not materially adversely affect Your rights or obligations under this agreement.

126. If a provision of these Terms and Conditions is invalid or unenforceable in a jurisdiction, it is to be varied to the extent necessary to render the provision no longer invalid or unenforceable or is if necessary omitted, and that fact does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.
127. A single or partial exercise of a right by Us does not preclude another exercise of another right. Failure by Us to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.
128. These Terms and Conditions and Your Everyday Plus account are governed by the laws of New South Wales. You agree to submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales.
129. The singular includes the plural and vice versa.
130. A reference to a person includes a corporation and vice versa.
131. 'Including' and similar expressions are not words of limitation.

The relationship between banker and customer

132. The relationship between a bank and its customer (including the relationship between You and us) has been defined by a number of court cases. Set out below are some of the terms which are implied into any contract between a bank and its customer.
133. You should be aware that the specific Terms and Conditions applying to our Banking Services may alter these implied terms, and may add new or additional terms.

Terms implied into the contract between banker and customer

134. Following are some of the terms that are implied into the contract between a bank and its customer in addition to those in Your contract for Your Account, unless the Terms and Conditions of the particular Account say otherwise:
 - i. Our duties:
 - Opening accounts – We owe a duty of care to You in opening accounts to make proper enquiries to ensure accurate identification of You and verification of account details.
 - Duty of secrecy – We have a duty of secrecy to You with respect to the transactions which go through Your Account. However, this duty is not absolute and is subject to certain qualifications. For example, we may disclose information where You have expressly or impliedly consented or as required by law.
 - Financial advice – We must exercise care and skill when providing financial advice to You as part of, or incident to, the Banking Services we offer.

- Conform with Your mandate – due to the debtor/ creditor nature of Your relationship with Us, We are bound to conform strictly with Your mandate which may be issued in the form of a cheque or some other written order. Unless otherwise agreed, We are specifically obligated to repay an amount on demand .
- Question of valid mandate – while We are subject to the primary duty to repay on demand an amount due to You, this is conditional upon our duty to question a request for payment. We will do this in circumstances which raise a serious or real possibility that fraud is being committed on the Account.
- Issuing correct statements – We are under a duty to keep accurate accounts. This duty is subject to our entitlement to reverse errors which You know or should have known existed (although You are not under an express duty to read statements and discover and report forgeries).
- Appropriating payments into Accounts – We can allocate a payment at our discretion unless You have clearly asked the payments to be used for a special purpose or a particular account

ii. Your duties:

- Clear instructions – Your instructions on payment of funds must be clear.
- Minimising the risk of forgery – You must exercise reasonable care in making out cheques so that We are not misled and forgery is not facilitated. You must notify Us of any forgeries (including unauthorised transactions on Your Account) known to You. You generally do not have a duty to inspect statements to discover forgeries, although You are generally obliged to read Your Account statements and notify Us of any entries which You believe are unauthorised.
- Care of methods of accessing Your Account – if You access Your Account electronically, You are likely to have specific obligations relating to the security of any equipment (such as cards) or security codes (such as a PIN).

Annexure A – Direct Debit Request Service

Agreement

This is Your Direct Debit Request Service Agreement with BOQ Specialist - a division of Bank of Queensland Limited ABN 32 009 656 740 AFSL and Australian credit licence No. 244616. It explains what Your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to You as Your Direct Debit provider.

Please keep this agreement for future reference. It forms part of the Terms and Conditions of Your Direct Debit Request (DDR) and should be read in conjunction with Your DDR authorisation.

Definitions

Account means the account held at Your financial institution from which We are authorised to arrange for funds to be debited.

Agreement means this Direct Debit Request Service Agreement between You and Us.

Banking Business Day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia, or bank holiday in Sydney, Australia.

Debit Day means the day that payment by You to Us is due.

Debit Payment means a particular transaction where a debit is made.

Direct Debit Request means the Direct Debit Request between Us and You.

Us or We means BOQ Specialist (the Debit User) You have authorised by requesting a direct debit request.

You means the customer who has signed or authorised by other means the direct debit request.

Your Financial Institution means the financial institution nominated by You on the Direct Debit Request at which the account is maintained.

1. Debiting Your account

- 1.1 By signing a Direct Debit Request or by providing Us with a valid instruction, You have authorised Us to arrange for funds to be debited from Your Account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between Us and You.
- 1.2 We will only arrange for funds to be debited from Your Account as authorised in the Direct Debit Request. Subject to clause 5 if We incorrectly debit funds from Your Account or incorrectly make a Debit Payment, in contravention of Your authorisation, We will first attempt to recover the funds. If We are unable to recover such funds, We will reimburse Your Account with such funds on the condition that:
 - a) You provide Us with such reasonable assistance that We may require to recover such funds; and
 - b) if You subsequently recover such funds, You must repay Us the amounts that We reimbursed You in accordance with this clause. Aside from this, We limit Our liability to You in the same manner as set out in the Everyday Plus Account Terms and Conditions.

- c) If the Debit Day falls on a day that is not a Banking Business Day, We may direct Your Financial Institution to debit Your Account on the following Banking Business Day. If You are unsure about which day Your Account has or will be debited You should ask Your Financial Institution.
- d) You indemnify Us against any claims, loss, damage or expense that We may suffer or incur in connection with Us acting in accordance with Your Direct Debit Request authorisation.
- e) You may request a change to the drawing frequency by contacting Us and advising of Your requirements no less than 5 business days prior to the next due date of the regular drawing. Note any change does not alter Your responsibility to meet the required payment owing under Your Transaction Account. Where You consider that a drawing has been initiated incorrectly You may take the matter up directly with Us or lodge a direct debit claim through Your Financial Institution.

2. Amendments by Us

- 2.1 We may vary any details of this agreement or a Direct Debit Request at any time by giving You at least fourteen (14) days' written notice.

If the variations have a material adverse impact on You, You may, within fourteen (14) days after the date of Your notice, terminate the agreement or Direct Debit Request, as the case may be, without paying any early termination fees.

If You do not terminate the agreement or Direct Debit Request within the 14 day period, You will be deemed to have agreed to the variation.

Note any change does not alter Your responsibility to meet the required payment owing under Your Transaction Account

3. Amendments by You

You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least 7 days notification by writing to:

BOQ Specialist Client Service Centre
Level 22, The Chifley Tower, 2 Chifley Square
Sydney, NSW 2000; or

by telephoning Us on 1300 160 160 during business hours; or arranging it through Your own financial institution, which is required to act promptly on Your Instructions. Note in relation to the above reference to 'change', Your financial institution may 'change' Your debit payment only to the extent of advising Us of Your new Account details. Changes do not alter Your responsibility to meet the required payment owing under Your Transaction Account.

You may vary the Designated Account to be debited pursuant to a Direct Debit Request by providing instructions in writing in any way We notify You.

BOQ Specialist will effect the variation within 14 days of receiving instructions from You.

4. Your obligations

- 4.1 It is Your responsibility to ensure that there are sufficient clear funds available in Your Account to allow a Debit Payment to be made in accordance with the Direct Debit Request.
- 4.2 If there are insufficient clear funds in Your account to meet a Debit Payment:
 - a) You may be charged a fee and/or interest by Your Financial Institution;
 - b) You may also incur fees or charges imposed or incurred by Us; and
 - c) You must arrange for the Debit Payment to be made by another method or arrange for sufficient clear funds to be in Your Account by an agreed time so that we can process the debit payment.
- 4.3 You should check Your account statement to verify that the amounts debited from Your account are correct.

5. Dispute

- 5.1 If You believe that there has been an error in debiting Your Account, You should notify Us directly on 1300 160 160 and confirm that notice in writing with Us as soon as possible so that we can resolve Your query more quickly. Alternatively You can take it up directly with Your financial institution.
- 5.2 If We conclude as a result of Our investigations that Your Account has been incorrectly debited We will respond to Your query by arranging for Your Financial Institution to adjust Your Account (including interest and charges) accordingly.
- 5.3 We will also notify You in writing of the amount by which Your Account has been adjusted.
- 5.4 If We conclude as a result of Our investigations that Your account has not been incorrectly debited We will respond to Your query by providing You with reasons and any evidence for this finding in writing.

6. Accounts

You should check:

- a. with Your Financial Institution whether direct debiting is available from Your Account as direct debiting through the Bulk Electronic Clearing System is not available on all accounts offered by Financial Institutions;
- b. Your account details which You have provided Us are correct by checking them against a recent Account statement from Your Financial Institution; and with Your Financial Institution before completing the Direct Debit Request if You have any queries about how to complete the Direct Debit Request.

7. Confidentiality

- 7.1 We will keep any information (including Your Account details) in Your direct debit confidential. We will make reasonable efforts to keep any such information that We have about You secure and to ensure that any of Our employees or agents who have access to information about You do not make any unauthorised use, modification, reproduction or disclosure of that information.
- 7.2 We will only disclose information that we have about You:
 - a) to the extent specifically required by law; or
 - b) for the purposes of this agreement (including disclosing information in connection with any query or claim); and
 - c) if required by Your Financial Institution (or Our sponsor into the Bulk Electronic Clearing System) to be provided in connection with a claim made on it relating to an alleged incorrect or wrongful debit.

8. Notification

- 8.1 If You wish to notify Us in writing about anything relating to this agreement, You should write to:

BOQ Specialist Client Service Centre
Level 22, The Chifley Tower, 2 Chifley Square,
Sydney, NSW 2000.

Or by email at client.service@boqspecialist.com.au
Or telephone on 1300 160 160.
- 8.2 We will notify You by sending a notice in the ordinary post to the address You have given Us in the Direct Debit Request.
- 8.3 Any notice will be deemed to have been received on the third banking day after posting.

Annexure B – Fees and Charges

Products and services are provided by BOQ Specialist - a division of Bank of Queensland Limited ABN 32 009 656 740 AFSL and Australian credit licence No. 244616 (“**BOQ Specialist**”).

The below fees and charges are current as at the date of this document and may change in accordance with the terms of each product. To the extent that there are inconsistencies between the Fee Schedule and each product Terms and Conditions, then the product Terms and Conditions prevail.

Everyday Plus accounts Fee Schedule

Everyday Plus Account	
Account keeping Fee	Nil
Direct Debit Fee	Nil
Transaction Fee (overnight)	Nil
Transaction Fee (international)	AUD \$30
Transaction Fee Real Time Gross Settlement (RTGS) - which is a same day payment request	AUD \$30
Dishonour Fee	AUD \$45
Bank Cheque Fee	AUD \$10
Overdrawn Account Fee	AUD \$15
Trace Fee	AUD \$20
Duplicate and Interim Statement Fee	AUD \$5
Online Banking Security credential	Nil
Replacement of Online Banking security credential	AUD \$50
Bank Audit Certificate	AUD \$30

Debit Card Fee Schedule

Fee	Description of Fee	Amount
ATM transactions per activity	You will be charged a fee by the ATM owner for use of their ATM. The amount of the fee may vary for each ATM owner or type of transaction and will be charged to your card account at the same time	10 free ATM transactions per month per account at BOQ, CBA, Westpac, St George, NAB and ANZ branded ATMs. Thereafter ATM owner fees apply
Foreign ATM Fee	Charged for each transaction at an ATM outside Australia	\$5
Express card delivery	Priority handling cost for replacement card	\$40
Express PIN delivery	Priority handling cost for replacement PIN	\$30
GCAS emergency card replacement Fee	Payable and deducted from your card account on issuance of a replacement card outside Australia	USD\$175
Disputed Item Fee	Payable per disputed transaction not resolved in your favour	\$35
Voucher retrieval Fee	Payable for each voucher retrieval you request BOQ Specialist to obtain from a relevant merchant	\$10
Foreign Currency conversion Fee	Payable when you make a transaction on your card account in a currency other than Australian Dollars, or you make a transaction on your card account in any currency (including AUD) that is processed by the card scheme or billed by the merchant outside Australia. 1.0% of the total amount of each such transaction is payable to Visa as a currency conversion fee and the remaining 1.95% of the total amount of each such transaction is an administration fee payable to BOQ Specialist.	2.95% of the total value amount of each such transaction

Client service centre
T 1300 160 160
boqspecialist.com.au

Adelaide

Suite 5
121-129 Hutt Street
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T +61 8 8203 9100
F +61 8 8227 0066

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F +61 7 3018 8108

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Perth

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