



AgriAdvantage Plus Terms and Conditions

About these terms and conditions

The agreement governing our AgriAdvantage Plus Package (referred to as “the Package”) consists of these terms and conditions and the AgriAdvantage Plus application.

You should read the terms and conditions carefully, and keep them for your future reference.

The relevant provisions of the Code of Banking Practice apply to the Package.

This agreement is conditional on you providing us with the necessary identification information we require and us carrying out any necessary verification check(s).

1. ACCOUNTS TO BE MAINTAINED

a. As a condition of us granting you the Package you must apply for and be granted and maintain in Eligible Accounts with us lending facilities with balances of more than \$200,000 and/or deposit or investment balances of more than \$100,000. We may take into account balances of Eligible Accounts of any persons nominated by you under clause 1c to calculate maximum and minimum balances under this clause.

b. If you do not maintain in Eligible Accounts with us lending facilities with balances of more than \$200,000 and/or deposit or investment balances of more than \$100,000 with us, we have the option of terminating this Agreement in accordance with Clause 6.

c. In addition to yourself being entitled to the concessions and benefits of AgriAdvantage Plus, if you are:

i. A company, your directors and their spouses can benefit from the personal concessions of the package;

ii. An individual, you and your spouse can benefit from the personal concessions of the package;

iii. A partnership, each partner can benefit from the personal concessions of the package;

iv. A trust, each trustee can benefit from the personal concessions of the package;

Personal concessions means concessions and benefits offered under the AgriAdvantage Plus Package on products and services which are not predominantly designed by us to be used for business or commercial purposes relevant to the nominated person or entity.

d. On satisfaction of these terms, we will advise you of the Eligible Accounts which are subject to this Agreement. Only those investment and loan accounts set out in the AgriAdvantage Plus Package brochure can be included as Eligible Accounts.

e. During this Agreement, you must maintain a Commonwealth Bank transaction account as your nominated account (‘Nominated Account’) to pay the Annual Package Fee referred to in clause 2. You authorise us to draw from your Nominated Account the Annual Package Fee. You must tell us if you change the Nominated Account.



2. ANNUAL PACKAGE FEE

You must pay the Annual Package Fee while this Agreement applies. The Annual Package Fee is payable in advance, and is non-refundable. We reserve the right to vary the amount of the Annual Package Fee and the basis of charging from time to time.

For new applications, we will debit your Nominated Account with the Annual Package Fee when we receive your application.

Your Nominated Account will be debited with the Annual Package Fee on each anniversary of that debiting while this Agreement continues.

You irrevocably authorise us to debit, at our discretion, any other account you hold with us with the amount of the Annual Package Fee, if there are insufficient funds in your Nominated Account or if you close the Nominated Account.

We have the right to cancel the Package concessions under clause 3 if you have insufficient funds available in your Nominated Account at the time of debiting.

3. CONCESSIONS

While this Agreement continues, except as otherwise indicated, you (and any other party nominated by you, as per the terms in Clause 1 above), will be entitled to the concessions and benefits from us, as set out in the AgriAdvantage Plus Package Brochure, subject to our usual Terms and Conditions for the respective products and our normal credit criteria and assessment. We may charge establishment fees for any increases in your borrowing limit.

To obtain concessions you must notify us, in writing, of the products within the Package upon which you and, if applicable, the person and/or trustee nominated by you would like to receive concessions.

The concessions will be applied on all of the accounts you have notified to us, either on the Package Application Form or in writing to us, on the day we process your notification. The concessions are not available if a person or entity who is not a nominated person or entity is a party to the facility.

The concessions cannot be taken in conjunction with any other discounts and/or special offers. In the situations where multiple discounts and/or special offers are available on a single product, the Package concession (as appropriate) will apply. No other discounts and/or special offers may be added on top of the Package concession.

4. VARIATION

We may reduce or increase any interest rate or reference interest rates from time to time in accordance with the terms and conditions applicable to that loan or account.

From time to time we (or the relevant provider of the products or services) may:

- a. change any of the concessions referred to in clause 3 or change the amount of or the basis for calculating any fee, charge or premium, change the interest or fee charging cycle, or both, and, except during any fixed interest rate period of the loan, change any interest rate margin, any link to a reference interest rate and the basis for calculating interest;
- b. impose and debit to any loan, line of credit or account, any new fee or charge;
- c. provide new concessions and benefits which will be subject to these terms and conditions (as varied);
- d. change any other terms and conditions;

Except where the change reduces your obligations or extends the time for payment of any amount under the Contract, we will give you prior written notice of the change. If the change relates to repayments, we will give you twenty days' notice. Otherwise, we will give you thirty days' notice. When we change a credit fee or charge we may give this prior written notice by advertisement in a leading daily newspaper in your State or Territory. Prior to the anniversary date of your Package Agreement, we may review the sum of your balances in Eligible Accounts with us. We will give you thirty days' prior notice of any change to your concessions.

5. GOVERNMENT FEES

You will remain responsible for all Government fees, taxes and charges which apply to the loan/s, line/s of credit or account/s. Goods & Services Tax (GST) is levied on fees received by us for a taxable supply. We pass the GST on to you as part of our fee.

6. TERMINATION

We may choose to cancel this Agreement without notice if:

- a. You are in default under this Agreement, including if you do not maintain in Eligible Accounts with us lending facilities with balances of more than \$200,000 and/or deposit and investment balances of more than \$100,000 with us, or you or any borrower are in default under any loan contract whether or not it forms part of this Agreement (our rights under this clause are in addition to our rights under such contract); or
- b. You do not maintain a Nominated Account referred to in clause 1 to pay your Annual Package fee.
- c. There are insufficient funds available in your Nominated Account to debit the Annual Package fee.
- d. You or a signatory appears to be a person referred to in clause 7 (a) – (d). We may also cancel this Agreement at any time on giving you 3 months' written notice. You may cancel this Agreement by giving us at least 10 days' written notice prior to your Package anniversary date. On cancellation of this Agreement, the concessions and benefits referred to in clause 3 will cease and if you are in default under any loan agreement, we may charge you interest at default rates provided for under that loan agreement.

7. REFUSAL OF SERVICE

Despite any right under these terms and conditions, if it appears to us that you or a signatory may:

- a. be a proscribed person or entity under the *Charter of the United Nations Act 1945 (Cth)*;
- b. be in breach of the laws of any jurisdiction relating to money laundering or counterterrorism;
- c. appear in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction; or
- d. act on behalf, or for the benefit of, a person listed in subclauses (a) – (c); we may immediately:
- e. refuse to process any transaction of yours;
- f. suspend the provision of a product or service to you;
- g. refuse to allow or to facilitate any assets of yours held by us to be used or dealt with; and/or
- h. terminate your facility.

We will be under no liability to you if we do any or all of these things in good faith.

8. NOTICES

Notices given or made under this Agreement may be given in accordance with the notice provisions of any Eligible Account. You must tell us as soon as possible if you change your name or address.

9. PRIVACY

For information on our privacy and information handling practices, please refer to our Privacy Policy Statement, which is available at www.commbank.com.au or upon request from any of our branches.

10. THE BETTER BANKING BOOK

We suggest you read our information booklet, 'The Better Banking Book', copies of which may be obtained by telephoning us on 13 22 21 (between 8 am and 8 pm EST Monday to Friday), from your relationship manager, or from any of our branches. The Better Banking Book contains useful information on a range of banking matters, including the rights and obligations that arise out of the banker and customer relationship, account opening procedures, our obligations regarding confidentiality of your information, complaint handling procedures, bank cheques, the advisability of you informing us promptly when you are in financial difficulty and the advisability of you reading the terms and conditions applying to any banking service provided to you or in which you are interested.