



# Application for an Unsecured Business Overdraft Facility

### Submitted by:

Branch/State

Branch Lender Name

Branch Number/  
Cost Centre

Employee number

### Section 1 - Application Details

This application is for (✓)  **New**  Start Up facility \$2,500  Help Hand facility \$5,000 or  Business Booster facility \$10,000

**Increase** Increased amount required: \$

Total Unsecured Business Overdraft Required: \$

### Who should complete this application?

If the business is	This form can be completed and signed by
A company	<ul style="list-style-type: none"> <li>Two directors; a director and the company secretary; or</li> <li>The sole director, where there is only one.</li> </ul>
A partnership	The managing partner or any two partners.
A sole proprietor	The sole proprietor.
A Trust	The trustee. If the trustee is a company or partnership follow the guidelines above.

### What Sections need to be completed?

Type of Business	Sole Proprietor	Partnership	Company	Trust
Complete Sections	1, 2, 3, 4 and 7	1, 2, 3, & 4 (for each partner) 6 and 7.	1, 2, (3 & 4 for each director) 5 and 7.	1, 2, (3 & 4 for each trustee) 6 and 7.

### Section 2 - About the Business

**Business Structure** (✓) select as appropriate  Sole Proprietor  Partnership  Trust  Company

Full Legal Name  ABN

Principal place of business/  
business trading address  Postcode

Registered office address  Postcode

Postal address  Postcode

Email address  Business Phone

### Nature of the Business

Clearly define the industry segment (primary production, manufacturing, service, etc) and provide a brief description of the principal activity of the business

### Business Background

When was the business first established?  How many employees do you have?

Did you establish this business? YES  NO  If No, when did you acquire the business

What is the owner's background, qualifications and experience?

Who/what is your principal supplier?

List and explain the top three risks of your business. e.g. reliance on major supplier and/or customer

1

2

3

Does the business have a current bank account?

YES  The account number is BSB  Account number

Current bank  Years with current bank

NO  My business does not have an existing business account



## Section 3 - Personal Details

Director / Sole Trader/Partner / Trustee

### Applicant 1

Sole Trader     Director     Trustee     Partner  
 Title  Mr     Mrs     Dr     Other   

Surname

Given Names

Residential Address  **PO Box Not Acceptable**

Postcode     Time there     Yrs     Mths

Previous residential address (if less than 3 years at current address)

Postcode     Time there     Yrs     Mths

Postal Address

Postcode     Time there     Yrs     Mths

Home Telephone (  )    Day or Mobile No. (  )

Facsimile (  )    Preferred contact number

Email Address

Date of Birth  **D : D : M : M : Y : Y : Y : Y**    Drivers Licence No.

No. of financial dependants     Age of financial dependants

Relationship  
 Single     Joint     Joint with non applicant     Joint with Applicant no.

### Applicant 2

Sole Trader     Director     Trustee     Partner  
 Title  Mr     Mrs     Dr     Other   

Surname

Given Names

Residential Address  **PO Box Not Acceptable**

Postcode     Time there     Yrs     Mths

Previous residential address (if less than 3 years at current address)

Postcode     Time there     Yrs     Mths

Postal Address

Postcode     Time there     Yrs     Mths

Home Telephone (  )    Day or Mobile No. (  )

Facsimile (  )    Preferred contact number

Email Address

Date of Birth  **D : D : M : M : Y : Y : Y : Y**    Drivers Licence No.

No. of financial dependants     Age of financial dependants

Relationship  
 Single     Joint     Joint with non applicant     Joint with Applicant no.

### Current Residential Status

Own     Under mortgage     Renting/Boarding     Living with Parents     Other

Own     Under mortgage     Renting/Boarding     Living with Parents     Other

### Employment Details (Income confirmation details have been provided on supporting documentation)

Current Occupation     Time there     Yrs     Mths   
 Annual Taxable Salary  \$  
 Other Income  \$  
 Employer Trading Name   
 Employer Address   
 Postcode     Telephone (  )  
**If you have been less than 3 years with this employer please give details of your previous employer. (3 years history required)**  
 Previous Occupation     Time there     Yrs     Mths   
 Previous Employer Company Name (Company Name if Self Employed)

Current Occupation     Time there     Yrs     Mths   
 Annual Taxable Salary  \$  
 Other Income  \$  
 Employer Trading Name   
 Employer Address   
 Postcode     Telephone (  )  
**If you have been less than 3 years with this employer please give details of your previous employer. (3 years history required)**  
 Previous Occupation     Time there     Yrs     Mths   
 Previous Employer Company Name (Company Name if Self Employed)

### Banking Details

Do you have any Suncorp Bank Personal Accounts?

Yes my account number is

No

Do you have any Personal Bank Accounts at another Bank?

Yes my current bank is

Years with current bank

No

Do you have any Suncorp Bank Personal Accounts?

Yes my account number is

No

Do you have any Personal Bank Accounts at another Bank?

Yes my current bank is

Years with current bank

No

If there are more than two directors, proprietors, trustees or partners, please photocopy and complete this page.



## Section 4 - Assets & Liabilities/Expenses

This financial position section must be completed for each person who is either a sole proprietor, a partner in the partnership a director for the company or the trustees of the trust. If a trustee is company then each director/s of that company must complete this financial position. Where assets/liabilities held jointly – combined financial details required. Please photocopy this page for each person to complete.

Name

### Assets & Liabilities/Expenses

Assets			Liabilities and Expenses		
Real Estate (Address)	Insured With	Present Value \$	Existing Mortgages (Lender Name)	Balance Owning \$	Monthly Payments \$
Motor Vehicles (Make, Model, Year & Registration No.)			Personal Loans (Lender Name & Purpose)		
Savings or Deposit Accounts (Name of institution & current balance)			Credit cards, store accounts & overdrafts		
			Type Company Limit \$		
Superannuation (Name of Fund)			Tax payments (Due Date)		/ /
Other Assets (Shares, Life Insurance)			Other Liabilities and Expenses (Margin Loans, Guarantees, Leases, Family Loans, Private Health Fees, Child Care Fees)		
<b>Total Assets</b>		<b>(A)</b>	Exit/Break Costs (if a Refinance)		
			Lender & Loan Account	Amount \$	
			<b>Total Liabilities</b>		<b>(B)</b>

Please calculate your Net Assets **(A) - (B)** \$

### Financial Planning

As part of this application and to save you from potential financial stress, a complimentary financial review with Suncorp's Financial Adviser is available. Would you like Suncorp Bank to organise this appointment for you? [Please (✓) as appropriate] Yes  No

### Other Details

Accountant Name	<input type="text"/>	Telephone	( ) <input type="text"/>
Solicitor Name	<input type="text"/>	Telephone	( ) <input type="text"/>

### Declaration and Signature

I/We declare that the details contained within this Assets & Liability/Expenses page are true and correct.

Signature <input type="text"/>	Date	Signature <input type="text"/>	Date
	DD / MM / YYYY		DD / MM / YYYY
Print Name <input type="text"/>		Print Name <input type="text"/>	



# Application for an Unsecured Business Overdraft Facility

Please complete all sections, if not applicable mark N/A

## Section 5 - Where the application is in the name of a Company

Company name (as registered by ASIC)	ACN	ABN
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Directors** - Provide full name of each director

<b>1.</b> <input type="text" value="FULL GIVEN NAME"/>	<b>5.</b> <input type="text" value="FULL GIVEN NAME"/>
<b>2.</b> <input type="text" value="FULL GIVEN NAME"/>	<b>6.</b> <input type="text" value="FULL GIVEN NAME"/>
<b>3.</b> <input type="text" value="FULL GIVEN NAME"/>	<b>7.</b> <input type="text" value="FULL GIVEN NAME"/>
<b>4.</b> <input type="text" value="FULL GIVEN NAME"/>	<b>8.</b> <input type="text" value="FULL GIVEN NAME"/>

**Beneficial owners - private companies only**

Provide the full name and residential address of any individual who directly or indirectly owns more than 25% of the company.

Full Name	Address	Postcode
<input type="text"/>	<input type="text" value="PO BOX NOT ACCEPTABLE"/>	<input type="text"/>
Full Name	Address	Postcode
<input type="text"/>	<input type="text" value="PO BOX NOT ACCEPTABLE"/>	<input type="text"/>
Full Name	Address	Postcode
<input type="text"/>	<input type="text" value="PO BOX NOT ACCEPTABLE"/>	<input type="text"/>

## Section 6 - Where the application is in the name of a Trust

**Trust details** (✓) Trust Type  Unit Trust  Discretionary Trust

Trust name	ACN/ABN	
<input type="text"/>	<input type="text"/>	
Trustee (in full)	Date of Trust	
<input type="text"/>	<input type="text" value="DD / MM / YYYY"/>	
Settlor	Country where trust was established	Date of Variations
<input type="text"/>	<input type="text"/>	<input type="text" value="DD / MM / YYYY"/>

Provide the full name and residential address of all trustees (company or individual)

Full Name	Address	Postcode
<input type="text"/>	<input type="text" value="PO BOX NOT ACCEPTABLE"/>	<input type="text"/>
Full Name	Address	Postcode
<input type="text"/>	<input type="text" value="PO BOX NOT ACCEPTABLE"/>	<input type="text"/>
Full Name	Address	Postcode
<input type="text"/>	<input type="text" value="PO BOX NOT ACCEPTABLE"/>	<input type="text"/>

Do the terms of the trust identify the beneficiaries by reference to a membership of a class?

**Yes**  Provide details of each class

**No**  full name of each beneficiary

<b>1.</b> <input type="text"/>
<b>2.</b> <input type="text"/>
<b>3.</b> <input type="text"/>
<b>4.</b> <input type="text"/>
<b>5.</b> <input type="text"/>
<b>6.</b> <input type="text"/>

## Section 7 - Privacy Statement

Suncorp-Metway Ltd ABN 66 010 831 722, SME Management Pty Ltd ABN 21 084 490 166 and Suncorp Metway Advances Corporation ABN 89 100 845 127 are members of the Suncorp Group, which we'll refer to simply as 'the Group'.

References to 'SUNCORP', 'we' or 'us' in this Privacy Statement shall be a reference to Suncorp Metway Advances Corporation Pty Ltd (in relation to equipment finance arrangements) and Suncorp-Metway Ltd and SME Management Pty Ltd (in relation to other lending arrangements).

### Why do we collect personal information?

Personal information is information or an opinion about an identified individual or an individual who is reasonably identifiable. We collect personal information so that we can:

- identify you and conduct appropriate checks;
- understand your requirements and provide you with a product or service;
- set up, administer and manage our products and services;
- perform tasks in connection with purchasing or funding a product provided to you;
- gather and aggregate information for statistical, prudential, actuarial, reporting and research purposes;
- manage, train and develop our employees and representatives;
- manage complaints and disputes, and report to dispute resolution bodies; and
- get a better understanding of you, your needs, your behaviours and how you interact with us, so we can engage in product and service research, development and business strategy. This includes managing the delivery of our services and products via the ways we communicate with you.

### What happens if we can't collect your personal information?

If we can't collect your personal information from you (or from other people or organisations in some cases) we may not be able to provide you with any, some, or all of the features of our products or services.

### How we handle your personal information

We collect your personal information directly from you and, in some cases, from other people or organisations.

We also provide your personal information to other related companies in the Group. They may disclose or use your personal information for the purposes described in 'Why do we collect personal information?' in relation to products and services they may provide to you.

We will use and disclose your personal information for the purposes we collected it as well as for related purposes, where you would reasonably expect us to. We may disclose your personal information to and/or collect your personal information from:

- other companies within the Group;
- any of our Group joint ventures where authorised or required;
- customer, product, business or strategic research and development organisations;
- data warehouse, strategic learning organisations, data partners, analytic consultants;
- social media and other virtual communities and networks where people create, share or exchange information;
- publicly available sources of information;
- clubs, associations, member loyalty or rewards programs and other industry relevant organisations;
- a third party that we've contracted to provide financial services, financial products or administrative services – for example: information technology providers, administration or business management services, consultancy firms, auditors and business management consultants, marketing agencies and other marketing service providers, and print/mail/ imaging/document management/digital service providers;
- yours or our advisers, agents, representatives or consultants;
- government, statutory or regulatory bodies and enforcement bodies;
- the Financial Ombudsman Service or any other external dispute resolution body;
- credit reporting bodies;
- other credit providers, including for reference and debt collection purposes;

- any insurer relating to your facility including lending mortgage insurers;
- investors, advisers, trustees, trust managers or any other organisation that performs tasks in connection with purchasing, funding or managing a product provided to you;
- any organisation that assists us to gather or aggregate information for statistical, prudential, actuarial, reporting or research purposes;
- debt collection agencies, your guarantors, organisations involved in valuing, surveying or registering a security property, or which otherwise have an interest in such property, purchasers of debt portfolios;
- manufacturers for plastic card production (eg debit cards); and
- any other organisation or person, where you've asked them to provide your personal information to us or asked us to obtain personal information from them, eg your mother.

We'll use a variety of methods to collect your personal information from, and disclose your personal information to, these persons and organisations, including written forms, telephone calls and via electronic delivery. We may collect and disclose your personal information to these persons and organisations during the information life cycle, regularly, or on an ad hoc basis, depending on the purpose of collection.

We may also collect or disclose personal information about you from or to any entity where that collection or disclosure is required or authorised by law. For example, under the following Australian laws we may be authorised or required to collect your personal information: Anti-Money Laundering and Counter-Terrorism Financing Act; Income Tax Assessment Acts, Tax Administration Act and A New Tax System (Goods and Services Tax) Act; National Consumer Credit Protection Act; Personal Properties Securities Act, and any regulations made under those Acts.

### Disclosure of credit information to credit reporting bodies

We may disclose your credit information to credit reporting bodies where the Privacy Act permits us to do so. For example, if you fail to meet your payment obligations in relation to consumer credit provided by us or if you commit a serious credit infringement we may be entitled to disclose this to a credit reporting body.

Credit reporting bodies may include information provided by us in reports provided to other credit providers to assist them to assess your credit worthiness.

We currently disclose credit information to Veda Advantage Ltd. Their contact details are:

Veda Advantage, Veda - Customer Resolutions, PO Box 964, North Sydney NSW 2059

Phone: 1300 762 207 Email: [corrections@veda.com.au](mailto:corrections@veda.com.au)

(For Veda Advantage's most up-to-date contact details please visit their website at [www.mycreditfile.com.au](http://www.mycreditfile.com.au))

You may obtain a copy of Veda Advantage's policy about their management of credit reporting information. To do so, please contact them or visit their website.

### Opting out of direct marketing pre-screenings

A credit reporting body may use your credit reporting information to assist a credit provider to exclude you from direct marketing by that credit provider, on the basis that you may be an adverse credit risk. This process is known as a "pre-screening". If you do not want a credit reporting body to use your information for the purpose of pre-screening, you have the right under the Privacy Act to contact them and request (at no cost to you) that they do not use your information for pre-screening purposes.

### If you are a victim of fraud (including identity fraud)

Under the Privacy Act you can make a request to a credit reporting body (at no cost to you) that they do not use or disclose credit reporting information they hold about you in circumstances where you reasonably believe that you have been or are likely to be a victim of fraud, including identity fraud. The period while this applies is called a "ban period". The credit reporting body will explain to you in more detail the effect and duration of a ban period when you contact them to make a request.

### Overseas Disclosure

Sometimes, we need to provide your personal information to – or get personal information about you from – persons located overseas, for the same purposes as in 'Why do we collect personal information?'.

The list of countries Suncorp usually disclose personal information to is in our Suncorp Group Privacy Policy. Please go to [www.suncorp.com.au/privacy](http://www.suncorp.com.au/privacy) to see our Suncorp Group Privacy Policy or call 13 11 75 to obtain a list of countries Suncorp usually disclose personal information to.

## Section 7 Privacy Statement Continued

From time to time, we may need to disclose your personal information to, and collect your personal information from, other countries not on this list. Nevertheless, we will always disclose and collect your personal information in accordance with privacy laws.

### Your personal information and our marketing practices

Every now and then, we and any related companies that use the Suncorp brand might let you know – including via mail, SMS, email, telephone or online – about news, special offers, products and services that you might be interested in. We will engage in marketing unless you tell us otherwise. You can contact us to update your marketing preferences at any time.

In order to carry out our direct marketing we collect your personal information from and disclose it to others that provide us with specialised data matching, trending or analytical services, as well as general marketing services. We may use online targeted marketing, data and audience matching and market segmentation to improve advertising relevance to you.

We may also collect your personal information for marketing through competitions and by purchasing contact lists.

We, and other people who provide us with services, may combine the personal information collected from you or others, with the information we, or companies in our Group, or our service providers already hold about you.

### Our Policies

You can obtain a copy of the Suncorp Group Privacy Policy and Suncorp Credit Reporting Policy. Please use the contact details in Contact Us if you wish to do so.

### How to access and correct your personal information or make a complaint

You have the right to access and seek correction of your personal information (including credit information and credit eligibility information) held by us and you can find information about how to do this in the Suncorp Group Privacy Policy and Suncorp Credit Reporting Policy.

These policies also include information about how you can complain if you believe we have not complied with the Privacy Act (including the credit reporting provisions in Part IIIA and the Credit Reporting Code) and how we'll deal with such a complaint.

### Contact us

For more information about our privacy practices including overseas disclosure or to tell us about your marketing preferences you can visit: [www.suncorp.com.au/privacy](http://www.suncorp.com.au/privacy).

Alternatively, you can get in touch directly by contacting us on:

Phone: 13 11 75

Email: [privacyaccessrequests@suncorp.com.au](mailto:privacyaccessrequests@suncorp.com.au)

Mail: Suncorp Bank GPO Box 1453, Brisbane Qld 4001

or by visiting a Suncorp Bank Branch

### AUTHORITY TO OBTAIN AND DISCLOSE CREDIT RELATED INFORMATION

References to 'SUNCORP', 'we' or 'us' in this Authority shall be a reference to Suncorp Metway Advances Corporation Pty Ltd ABN 89 100 845 127 (in relation to Equipment Finance arrangements) and Suncorp-Metway Ltd ABN 66 010 831 722 and SME Management Pty Ltd ABN 21 084 490 166 (in relation to other lending arrangements).

I/We understand that by signing this application, consent is given to Suncorp to:

- Obtain from a credit reporting body credit reporting information for the purposes of:
  - (i) assessing an application for consumer credit or commercial credit made by me;
  - (ii) collecting any payments that are overdue on any consumer credit or commercial credit Suncorp provides or has provided to me;
  - (iii) assessing whether to accept me as a guarantor in relation to credit provided by Suncorp to another person or applied for by another person;
  - (iv) assisting me to avoid defaulting on my obligations in relation to consumer credit provided to me by Suncorp.
- Disclose to and obtain from any credit provider(s) named in this application and credit provider(s) that may be named in credit reporting information obtained from a credit reporting body, information about my credit arrangements (including credit eligibility information) for the purposes of assessing an application for credit, to assist me to avoid defaulting on my credit obligations or in relation to any default by me on my credit obligations;
- Give to any guarantor or security provider, or any person considering whether to offer to act as guarantor or security provider, in relation to credit provided to me, or applied for by me, from Suncorp, information about me including, but not limited to:
  - (i) any credit contract, offer of credit or security contract I/we have or had with Suncorp;
  - (ii) application information including any financial statements or statements of financial position given to Suncorp within the last 2 years;
  - (iii) any credit reporting information obtained from a credit reporting agency;
  - (iv) a copy of any related credit insurance contract;
  - (v) any default notices, demands, statements of account or dishonour notices on this or any facility I/we have or had with Suncorp;
  - (vi) any credit eligibility information Suncorp holds about me; and
  - (vii) any other information Suncorp have that they may reasonably request.
- Confirm my employment details from my employer, accountant or tax agent named in this application.
- Confirm my income received from any investment property of mine from any nominated real estate agent.
- Otherwise collect, hold, use and disclose my credit information and credit eligibility information as set out in the Suncorp Credit Reporting Policy and/or as otherwise permitted by law.



# Application for an Unsecured Business Overdraft Facility

Please make sure that you have read the Privacy Statement and preceding authorities on this form.

## Customer Authority (to be completed, signed and dated by each applicant)

By signing below, the applicant(s) named below agree to Suncorp collecting, using and disclosing personal information relating to the applicant(s), including health and sensitive information if applicable, in accordance with the Privacy Statement, Authority to Obtain and Disclose Credit Related Information, Suncorp Group Privacy Policy and the Suncorp Credit Reporting Policy.

### APPLICANT 1

Name

Address

Post code

Signature Applicant 1

Date

### APPLICANT 2

Name

Address

Post code

Signature Applicant 2

Date

### APPLICANT 3

Name

Address

Post code

Signature Applicant 3

Date

### APPLICANT 4

Name

Address

Post code

Signature Applicant 4

Date



# Application for an Unsecured Business Overdraft Facility

## Declaration

Have you ever been or are you currently bankrupt or insolvent or is bankruptcy pending against you, or have you ever assigned your estate or entered into any compromise for the benefit of creditors? Yes  No

• Is there an unsatisfied judgement entered, or a judgement likely to be entered, in any court against you, or any company of which you are, or were, a shareholder or officer? Yes  No

If you have answered 'Yes' to any of the above, please give details:

## Income Declaration

### To: Suncorp

I/We the undersigned hereby warrant and represent to the Bank that:

- Where the Applicant is a Trust or a Company, I/we declare that the Applicant is authorised to enter into the proposed financial obligation and I/we are authorised to make this Declaration on the Applicant's behalf. This Declaration is binding on us in our own capacity as well as our capacity as Trustee and/or Company Director.
- I/We/the Applicant are fully aware of my/our/the Applicant's financial and legal obligations under the proposed loans with the Bank.
- The information provided in this Declaration and the application for finance (whether or not as Director or Trustee or in our own capacity) is true and correct in every particular and I/we have disclosed to the Bank full details of my/our/the Applicant's current financial position including current income and expenditure.

- I/We are satisfied that this additional financial commitment to the Bank will not adversely impact on my/our/the Applicant's ability to meet all of my/our/the Applicant's existing and proposed financial obligations (including living expenses where relevant) as and when they fall due.
- I/We/the Applicant confirm that I/we/the Applicant can afford repayments resulting from this loan without incurring financial hardship.
- I/We acknowledge that Suncorp reserves the right to obtain further financial and/or other documentation from me/us/the Applicant at any time before or after a loan has been approved by Suncorp.
- I/We acknowledge that Suncorp is relying on this statement in considering whether or not to approve my/our/the Applicant's Loan Application
- The nature and amount of my/our/the Applicant's current taxable income is as follows:-

Current Annual Income		Applicant 1	Applicant 2
A. Wages, salaries or drawings from a business that I own (before tax) that will continue			
Name of Business 1	<input type="text"/>		
Name of Business 2	<input type="text"/>		
B. Wages or salaries from a business that I do not own (before tax) that will continue			
Employer 1	<input type="text"/>		
Employer 2	<input type="text"/>		
<b>C. Current taxable income (A + B)</b>			
New or Proposed Annual Income		Applicant 1	Applicant 2
D. New business income			
Type & source of income	<input type="text"/>		
Type & source of income	<input type="text"/>		
E. New business expenses (excluding additional Suncorp borrowing costs)			
Expense type	<input type="text"/>		
Expense type	<input type="text"/>		
<b>F. Additional taxable income (D - E)</b>			
Total Proposed Income Summary		Applicant 1	Applicant 2
<b>G. Total proposed annual income (C + F)</b>			





# Application for an Unsecured Business Overdraft Facility

## Acknowledgement of Liability and Terms & Conditions

I/We (the person/s and entity(s)) named in pages 1, 2 or 3 is an applicant for the overdraft and acknowledges:

- I/We are liable for any amounts incurred by any authorised person/s on our Business Everyday Account, to which, the Unsecured Business Overdraft limit will be applied; and
- I/We are responsible for all transactions made by any authorised person/s as if I/we made them my/our self.

Note: If the account is opened in a company name, the company's directors are also jointly and severally liable as account holders. In the event of any director resignation, the director will continue to be liable until removed from the Overdraft.

I/We agree:

- the credit to be provided to me/us by the Bank, if this application is approved, is to be wholly or predominantly for business purposes.

- To be bound by the Terms and Conditions of the Unsecured Business Overdraft as set out in this application and the Terms and Conditions for Suncorp Bank Accounts booklet. Note: If you do not wish to accept the offer upon receipt of the loan confirmation, you will need to notify us straight away by calling us on 13 11 75.
- to tell Suncorp in writing if I/we want to cancel the overdraft; and
- that I/we are responsible for all transactions made on the account until the removal of the overdraft is confirmed by Suncorp.

I/We acknowledge:

- where I/we have provided information about another individual (e.g. any Owner / Director / Trustee), the individual has been made aware of that fact and the contents of the Privacy Consent and Privacy Statement.

### Applicant/Director/Trustee/Partner - Signature 1

Signature

Name

Date

### Applicant/Director/Trustee/Partner - Signature 2

Signature

Name

Date

## Terms and Conditions - Unsecured Business Overdraft

This application does not constitute a binding Overdraft Contract until such time as a Letter of Confirmation has been issued to you.

### Fees and Charges

An Overdraft Service Fee is payable each quarter in advance by automatic debit to the Business Everyday Account on which the Overdraft is established. The first quarter shall commence on the date the Overdraft is established.

Details of the other fees are set out in the Lending Fees and Charges booklet which is attached.

### Calculation of Interest

You must pay to the Bank interest calculated by applying the Daily Percentage Rate to the Unpaid Daily Balance of the Overdraft. Interest accrues daily at the daily percentage rate and shall be debited to your Overdraft Account in arrears, on the Interest Cycle Date.

If your Overdraft Account is to be closed, or if you are in default and the Bank issues a notice in respect thereof, accrued interest will be debited to your Overdraft Account.

Whenever interest is debited, the amount so debited does not include interest for the day of debiting.

The Bank may change the manner in which interest is calculated or applied under the Overdraft Contract. You will be notified in writing of any such change at least 30 days before the change takes effect.

### Changes affecting Interest

The Annual Percentage Rate and the Default Rate can be changed by the Bank at any time before or after you access the overdraft. Details of the current Annual Percentage Rate and Default Rate applying to this overdraft can be obtained from the Bank by phoning 13 11 75.

You will be notified of any change in the Annual Percentage Rate or Default Rate by either:

- notice in a newspaper circulating throughout the State prior to the change taking effect. Particulars of the change will be advised to you in writing before, with or on the next statement after the change takes effect; or
- in writing not later than the day on which the change to the Annual Percentage Rate takes effect.

### Repayment

The Outstanding Balance is repayable on demand. You are not required to make repayments unless you exceed your Overdraft Limit or a demand is made by the Bank.

You may repay all or any part of the Overdraft at any time.

You must repay all or any part of the Overdraft to the Bank, immediately upon a demand being made by the Bank.

### Overdrawing

- You must not exceed your Overdraft Limit without prior written approval from the Bank.
- If you do exceed your Overdraft Limit without prior written approval from the Bank, the amount over the Overdraft Limit is payable immediately.
- A Payment Honour Fee (as defined in the Lending Fees and Charges Booklet) is payable each day one or more transactions initiated by you are debited to your Overdraft Account and result in your Overdraft Limit being exceeded.

### GST and Setoff

You agree, notwithstanding any other provision in the Overdraft Contract, to the fullest extent permitted by law:

- to indemnify the Bank against:
  - any GST liability the Bank or others pay or reimburse as a consequence of any action taken to enforce the Credit Contract or Security; and
  - any loss the Bank incurs by reason of any GST being payable by the Bank on a Supply under the Overdraft Contract or Security which is not recovered under (b) or (c).
- that any amount payable to the Bank for a Supply by the Bank under the Overdraft Contract or will be by any applicable GST payable by the Bank (where necessary) but after allowance for any reduction required by law.

- if you are required to reimburse the Bank for any amount the Bank has paid to a third party, that amount will be reduced by the tax credits available to the Bank before increasing that amount for any applicable GST;
- that any amount payable by you will take into account all monies the Bank is by law required to credit back to you;
- you agree not to deduct anything from any moneys payable under the Overdraft Contract. This means that you can not deduct anything that you claim the Bank owes or could in the future owe you;
- that your account with the Bank may only be credited with the net amount of any sum received by the Bank after reduction by any GST payable by the Bank or others in accordance with this clause;
- should there be a dispute between you and the Bank as to any amounts payable under this clause then the Bank may appoint another person in good faith as an expert to determine the correct amount;
- should the Bank be part of a GST group, you agree that this clause will apply as if GST applied to the Bank and the Bank was entitled to any tax credits.

### Events of Default

If you are in any financial difficulty you should advise the Bank, promptly.

If any one of the events listed below occurs it is an Event of Default under this Overdraft Contract:

- failure by you to pay or repay the Overdraft in accordance with the terms and conditions of the Overdraft Contract; or
- the Unpaid Daily Balance exceeds your Overdraft Limit, without prior approval of the Bank; or
- failure by you or any Mortgagor to comply with any of the terms and conditions of the Overdraft Contract; or
- you have provided incorrect, misleading or untrue information material to the Bank's decision to offer to you the Overdraft Contract; or
- You become insolvent; or
- You die or become incapable of managing your affairs; or
- any change occurring in your business, procedures or financial circumstances of the Borrower which the Bank considers to be a material adverse change; or
- an event of default occurring under any loan, or financial accommodation provided to the Borrower or an event of default under any security provided by the Borrower.

### Powers of the Bank on Default

If :

- there is an Event of Default; and,
- the default is not remedied within the notice period required by law, (if any) then, at the Bank's discretion, the Overdraft shall become payable immediately. You will be notified in writing if the Bank requires the Overdraft to be repaid immediately.

In addition, the Bank may exercise any other powers conferred on it by the law of the Overdraft Contract.

### Calculation of Default Charges

If any event of default occurs, the Bank reserves its right to charge either an Arrears Administration Fee or interest at the default rate.

The Default Rate is charged on the amount in default for the period the default continues. Default Interest shall accrue daily and shall be debited monthly in arrears on the Interest Cycle Date of each month in which that default charge has accrued.

Where the Overdraft is repaid, any accrued default charge may be debited on the day the Overdraft is repaid.

### Enforcement Expenses

Enforcement expenses may become payable under this Overdraft Contract, if an Event of Default occurs. Any enforcement expense which the Bank reasonably incurs or expends in enforcing the Overdraft Contract, including all legal costs, will be debited to the Overdraft Account after the day on which the enforcement expense is incurred. You will be notified in writing of any enforcement expense on the next statement, after the enforcement expense is incurred and you agree to pay those enforcement expenses immediately on the date of debiting to the Overdraft Account.

## Terms and Conditions – Unsecured business overdraft (continued)

**Adjustments**  
You agree that your Account may be adjusted by the Bank from time to time and that the Bank may debit your Overdraft Account for any fees and charges referred to in this Overdraft Contract.

**Code of Banking Practice**  
If applicable, the relevant provisions of the Code of Banking Practice will apply to this Overdraft Contract.  
General descriptive information about account opening procedures, the Bank's obligations regarding the confidentiality of the Borrower's information, complaint handling procedures, bank cheques and information on current rates and fees and charges is available on request from any branch or office of the Bank.  
The Borrower is advised to read the Terms and Conditions applying to this Overdraft as set out in this document.

**Governing Law**  
This Credit Contract shall be governed by the law of the State.

**Notices**  
You must notify the Bank in writing within 7 days of any change in your address.  
Any notice or other document may be given by the Bank by sending it to the last known address of the nominated person, or where there is no nominated person, by sending it to your last known address and any such notice or document shall be taken to have been received on the date it would have been delivered in the ordinary course of post.

## Definitions

**Annual Percentage Rate** is the Bank's Small Business Unsecured Overdraft Rate

**the Bank** means SUNCORP-METWAY Ltd ABN 66 010 831 722, its successors and assigns.

**Borrower** means the applicant named in the Table, individually and collectively and their successors and assigns.

**Business Day** means a day other than Saturday, Sunday, or a public holiday that the Bank is open for business in the State.

**Default Rate** is the Annual Percentage Rate from time to time plus 2% per annum

**Default Charge** means a charge that applies in an Event of Default in payment occurs.

**End of Day** means the time each day after all transactions for that day have been posted to the Overdraft Account but before interest is calculated and accrued.

**Event of Default** means any one of the events referred to in this application under the heading "Events of Default".

**Government Fees and Charges** means all amounts charged by governments in connection with the Overdraft and the Overdraft Account, including but not limited to, stamp duty, registration fees, financial institutions duty and bank account debits tax.

**GST** means any tax commonly known as the Goods and Services Tax.

**Interest Cycle Date** means the last day of each month.

**Letter of Confirmation** means a letter addressed to the Borrower from the Bank advising that the Borrower's application for Unsecured Business Overdraft has been approved.

**Outstanding Balance** means the overdraft plus any other monies owing including interest, fees and charges, and any other monies which become due, owing and/or payable to the Bank under the terms of this application.

**Overdraft** means the Overdraft Account pursuant to this application

**Overdraft Account** means the account established by the Bank for the Overdraft in the name/s of the Borrower and identified by the account number specified in the application.

**Overdraft Limit** means the maximum amount of credit available to you as specified in this application.

**Quarterly** means a period of 3 consecutive calendar months.

**Registration Fees** means Government fees and charges for registration of interests in vehicles or other goods or land, and/or Government fees and charges of a similar nature including but not limited to fees charged for requisitions.

**Settlement** means the first day the Overdraft is drawn down.

**Stamp Duty** means government mortgage charges, mortgage duty, loan security duty, duty on receipts or transactions and Government fees and charges of a similar nature.

**Supply** shall have the same meaning in this Overdraft Contract as it has in the law imposing the GST.

**Terms and Conditions** means these Terms and Conditions – Unsecured Business Overdraft.

**Unpaid Daily Balance** means the balance of the Overdraft Account at the End of the Day.

**Variation** means any change made to the Overdraft Contract at your request.

**you/your** means the Borrower.

A reference to a person includes a corporation whether incorporated or not.

Singular includes the plural and vice versa.

Words importing one gender include all other genders.

A reference to any government department or other body includes any other body empowered to perform the relevant duties.

A reference to any law includes any ordinance, regulation, rule or by-law made under or pursuant to such law and all changes, amendments, consolidations or substitutions of that law from time to time.