

# ANZ TAILORED COMMERCIAL FACILITY

SPECIFIC CONDITIONS OF USE  
ANZ BUSINESS BANKING  
10.2023



# SPECIFIC CONDITIONS OF USE (ANZ TAILORED COMMERCIAL FACILITY)

## CONTENTS

1.	What you need to know about these terms and conditions of use	3
2.	Interpretation	3
3.	Using your Facility	5
4.	Drawdown of Loans and entry into Optional Fixed Rate Arrangements	5
5.	IRRM Premium	6
6.	Determination of Interest Rate	7
7.	Interest and fees	7
8.	Principal	8
9.	Early Cancellation or repayment of a Loan	8
10.	Redraw	11
11.	ANZ Business Overdraft	12
12.	Informal overdraft	13
13.	Statements of Account	13
14.	General	13
	Schedule 1 - TCF Drawdown Request Notice for Variable Rate Loan	14
	Schedule 2 - Overdraft Request Form	15
	Schedule 3 - Intention to repay existing Loan from new Loan notice	16

## 1. WHAT YOU NEED TO KNOW ABOUT THESE TERMS AND CONDITIONS OF USE

This document contains terms for your ANZ Tailored Commercial Facility as described in your Letter of Offer. You should read this document with the other documents that are part of your Agreement with us.

In these Specific Conditions of Use, some words or phrases have special meanings. The meaning of those words and phrases are set out at the start of these Specific Conditions of Use under the heading 'Interpretation'. To the extent a word or phrase is not set out under the heading 'Interpretation', it has the meaning given to it in the Finance Conditions of Use. When you are reading these Specific Conditions of Use you should also refer to the Finance Conditions of Use.

## 2. INTERPRETATION

The meanings of the terms used in these Specific Conditions of Use are set out below, or to the extent they are not set out below, they have the meaning given to them in the Finance Conditions of Use.

**ANZ Business Overdraft** means the ANZ business overdraft facility that ANZ may provide to you under clause 11 of these Specific Conditions of Use.

**Base Rate** means, for an Interest Payment Period:

- (a) the average bid rate displayed at or about 10.30am (Sydney time) on the first day of that period on the Reuters screen BBSY page (or any page that replaces that page) for a term equivalent to the period; or
- (b) if:
  - (i) for any reason that rate is not displayed for a term equivalent to that period; or
  - (ii) the basis on which that rate is displayed is changed and in our reasonable opinion it ceases to reflect our cost of funding to the same extent as at the date that you signed your Letter of Offer,

at our election, acting reasonably, the average bid rate displayed at or about 10.30am Sydney time, or such other time as determined by ANZ, on the Business Day immediately prior to the first day of that period on the Reuters screen BBSY page (or any page that replaces that page) for a term equivalent to the period, or the rate determined by us (acting in good faith) to be our cost of funds; or

- (c) zero, if the Base Rate under either sub-paragraph (a) or (b) above would (but for this sub-paragraph) be below zero.

Rates will be expressed as a yield per cent per annum to maturity and, if necessary, will be rounded up to the nearest fourth decimal place.

**Business Day** means:

- (a) in the case of Loans other than Variable Rate Loans, when used in respect of Drawdown Dates, Interest Payment Dates, Maturity Dates or early repayment; and in the case of all Loans, when used in the

definition of Base Rate - a day on which commercial banks are open for business in Sydney, but not including a Saturday, Sunday or public holiday in Sydney; and

- (b) otherwise – a day that is not a Saturday, Sunday or Australian national public holiday.

**Cancel** means:

- (a) in the case of a Fixed Rate Loan, a Capped Rate Loan or a Range Rate Loan, cancelling an agreement you have made with ANZ in accordance with clause 4.5 before the Loan is drawn;
- (b) in the case of a Fixed Rate Loan to be drawn under an Optional Fixed Rate Arrangement, cancelling the arrangements made for drawing that Loan after electing to draw it; and
- (c) in the case of an Optional Fixed Rate Arrangement, cancelling the Optional Fixed Rate Arrangement at any time before electing whether to draw a Fixed Rate Loan under that arrangement or if the Facility Term is not extended in accordance with clause 4.8.

**Capped Rate Loan** means a loan which you may draw subject to a Maximum Base Rate (but not a Minimum Base Rate) of interest.

**Commencement Date** means the date on which we open the Facility in our systems after we are satisfied that all of the conditions precedent referred to in your Letter of Offer and these Specific Conditions of Use have been satisfied.

**Confirmation** means a document issued by us to you upon your acceptance of a quotation in relation to a Loan (other than a Variable Rate Loan) or Optional Fixed Rate Arrangement which sets out certain terms of the Loan or Optional Fixed Rate Arrangement agreed by you and us pursuant to clause 4.

**Customer, you or your** means each person named as a borrower or customer for the Facility in a Letter of Offer. When more than one person is named as a borrower or customer, it means each person individually and any two or more of those people. It also includes each person's executors, administrators or permitted assigns or transferees.

**Customer Margin** means:

- (a) in respect of a Capped Rate Loan, Range Rate Loan or Fixed Rate Loan under an Optional Fixed Rate Arrangement, the rate determined (and quoted) by us on or before the Drawdown Date for the relevant Loan and forming part of the interest rate applicable to that Loan in accordance with clause 6; or
- (b) in respect of a Variable Rate Loan or an ANZ Business Overdraft, the rate set out in your Letter of Offer and forming part of the interest rate applicable to the Variable Rate Loan or the ANZ Business Overdraft.

**Drawdown Confirmation Notice** means a notice issued by us to you in connection with these Specific Conditions of Use.

**Drawdown Date**, means in respect of a Loan, the day identified in the relevant Drawdown Confirmation Notice as the 'Date of advance'. This date must be a Business Day unless ANZ otherwise allows.

**Drawdown Request Notice** means a notice completed substantially in the form of Schedule 1 or such other form as agreed by us from time to time.

**Facility** means the ANZ tailored commercial facility that we make available to you under your Agreement.

**Facility Limit** means the amount specified as the 'Facility Limit' for the Facility as set out in your Letter of Offer.

**Facility Term** means the period specified as the 'Term of the facility' for the Facility as set out in your Letter of Offer.

**Fixed Interest Rate** means, for a Fixed Rate Loan, the fixed rate of interest agreed by you and us for that Loan and identified in the Confirmation as the 'Fixed Interest Rate' and incorporating, where applicable, any IRRM Premium Percentage payable under clause 5.2(c).

**Fixed Rate Loan** means a loan subject to a Fixed Interest Rate.

**Funding Index Rate** means, for an Interest Payment Period in respect of a Variable Rate Loan, the rate determined by us on the first day of that period and forming part of the Variable Interest Rate for that Loan for that period. Our Funding Index Rates vary from time to time and are published on [www.anz.com](http://www.anz.com)

**Funding Margin** means, in respect of a Capped Rate Loan, Range Rate Loan or Fixed Rate Loan under an Optional Fixed Rate Arrangement, the margin determined (and quoted) by us on or before the Drawdown Date for the relevant Loan and forming part of the interest rate for that Loan in accordance with clause 6.

**Interest Debit Frequency** means the frequency with which accrued interest in respect of an ANZ Business Overdraft is debited to your Mandatory Account, as determined in accordance with clause 11.6.

**Interest Payment Date** means:

- (a) for a Capped Rate Loan, Range Rate Loan or Fixed Rate Loan:
  - (i) if you have elected to pay interest in advance (for a Fixed Rate Loan only), each date identified in the Confirmation as a 'Start of period' date; or
  - (ii) in all other cases, each date identified in the Confirmation as an 'End of period' date;
- (b) for a Variable Rate Loan, the day immediately following the last day of each Interest Payment Period or for seasonal payments the date identified in a notice issued by us to you as a 'seasonal payment date'.

**Interest Payment Period** means, for a Loan, the period identified in the Drawdown Confirmation Notice as the 'Interest Payment Period'.

**IRRM Premium Percentage** means the IRRM Premium for a Capped Rate Loan, a Range Rate Loan or an Optional

Fixed Rate Arrangement, calculated as a percentage of the Loan Amount of a Fixed Rate Loan accepted on the same day as the Capped Rate Loan, Range Rate Loan or Optional Fixed Rate Arrangement (as applicable), as described in clause 5.2(c).

**IRRM Premium** means the Interest Rate Risk Management Premium, an amount payable in accordance with clause 5, where applicable.

**Loan** means each Variable Rate Loan, Fixed Rate Loan, Capped Rate Loan and Range Rate Loan provided by us to you under the Facility. It does not include an ANZ Business Overdraft.

**Loan Amount** means:

- in respect of a Capped Rate Loan, Range Rate Loan, Fixed Rate Loan or Variable Rate Loan – the principal amount owing in respect of, or able to be drawn under, the Loan; and
- in respect of an Optional Fixed Rate Arrangement – the agreed maximum principal amount that applies to that arrangement.

**Loan Term** means, for a Loan, the period commencing on the Drawdown Date and ending on the Maturity Date.

**Mandatory Account** means the ANZ Business Extra Account (or any other account specified by us from time to time) opened or held by you with us as a condition precedent to the provision of the Facility.

**Maturity Date** means, for a Loan, the date agreed by you and us under clause 4 and subsequently identified in the Drawdown Confirmation Notice as the 'Scheduled Maturity Date' (which must be within the Facility Term).

**Maximum Base Rate** means the rate identified in the Confirmation as the 'Maximum Base Rate' for a Capped Rate Loan or a Range Rate Loan, which remains fixed during the Loan Term and is exclusive of any IRRM Premium, Customer Margin or Funding Margin which may be payable.

**Minimum Base Rate** means the rate identified in the Confirmation as the 'Minimum Base Rate' for a Range Rate Loan, which remains fixed during the Loan Term and is exclusive of any IRRM Premium, Customer Margin or Funding Margin which may be payable.

**Optional Fixed Rate Arrangement** means an arrangement under which you may elect to draw down a Fixed Rate Loan on an agreed Drawdown Date at an agreed fixed rate of interest.

**Overdraft Request Form** means a request form for an ANZ Business Overdraft completed substantially in the form of Schedule 2.

**Range Rate Loan** means a Loan which you may draw subject to a Minimum Base Rate and Maximum Base Rate of interest.

**Seasonal Principal Repayment** means a principal repayment obligation in respect of a Loan, to be made on Interest Payment Dates on a seasonal basis as agreed by the parties upon your acceptance of a quotation or as otherwise agreed with us.

**Trade Date** means, in respect of a Loan (other than a Variable Rate Loan), the date on which the Customer accepts a quotation relating to that Loan in accordance with clause 4.5.

**Variable Interest Rate** means, in respect of an Interest Payment Period, the Base Rate plus the Funding Index Rate and the Customer Margin for that period.

**Variable Rate Loan** means a Loan subject to a Variable Interest Rate.

### 3. USING YOUR FACILITY

You may use the Facility once we tell you that the condition below and the relevant terms in your Letter of Offer have been met.

Before you can use the Facility you must nominate an existing ANZ Business Extra Account (or any other account specified by us from time to time) as your Mandatory Account or if you do not have an existing account with us, you must open a new ANZ Business Extra Account (or any other account specified by us from time to time).

You may only request a Loan if you have an amount available under your Facility Limit. The following amounts will reduce the amount that is available under your Facility Limit.

- For any existing Loans that you have under the Facility, all drawn amounts.
- Any ANZ Business Overdraft sub-limit.
- Any informal overdraft amount owing on your Mandatory Account.
- Any other amount owing under or in connection with the Facility.

### 4. DRAWDOWN OF LOANS AND ENTRY INTO OPTIONAL FIXED RATE ARRANGEMENTS

4.1 To make an initial drawing of a Variable Rate Loan, you must (unless otherwise agreed with us) provide us with a Drawdown Request Notice no later than 2pm (local time in the place where our office is shown in your Letter of Offer) two Business Days prior to the proposed initial Drawdown Date.

A Drawdown Request Notice must be signed by you or your Authorised Representative(s) and, subject to clause 9.1(c), is irrevocable once given.

If the proceeds of a drawing of a Variable Rate Loan are being used to repay in full or in part another Loan under the Facility then this (together with the details of the Loan being repaid) must be confirmed by you in a notice completed substantially in the form of Schedule 3 and submitted to us together with the notice specifying the amount of the relevant drawing. If the proceeds are being used to make an early repayment of a Variable Rate Loan on a non-Interest Payment Date, you should ask us to give you an estimate of the likely cost associated with repaying that Loan in accordance with clause 9. If the proceeds

are being used to make an early repayment of a Fixed Rate Loan, a Capped Rate Loan or a Range Rate Loan you must contact us in accordance with clause 9 to discuss the amount of the early repayment costs associated with doing so.

- 4.2 To make a drawing of a Loan (other than a Variable Rate Loan) you must, no later than 2pm (local time in the place where our office is shown in your Letter of Offer) two Business Days prior to the proposed Drawdown Date, request that we quote:
- (a) for a Capped Rate Loan with a particular Loan Amount, Interest Payment Dates, Drawdown Date and Maturity Date – the Maximum Base Rate, the Customer Margin and the Funding Margin that will apply during the Loan Term, and any IRRM Premium payable in respect of the Capped Rate Loan;
  - (b) for a Range Rate Loan with a particular Loan Amount, Interest Payment Dates, Drawdown Date and Maturity Date – the Maximum Base Rate, the Minimum Base Rate, the Customer Margin and the Funding Margin that will apply during the Loan Term, and any IRRM Premium payable in respect of the Range Rate Loan;
  - (c) for a Fixed Rate Loan (that is not to be drawn pursuant to an Optional Fixed Rate Arrangement) with a particular Loan Amount, Interest Payment Dates, Drawdown Date and Maturity Date – the Fixed Interest Rate that will apply during the Loan Term; or
  - (d) for a Fixed Rate Loan to be drawn pursuant to an Optional Fixed Rate Arrangement – the Customer Margin and the Funding Margin that will apply during the Loan Term.

If relevant, your request should also provide the information contemplated by clauses 4.4 and 8.2

You may not request us to quote for a Loan with a Maturity Date which falls after the Facility Term. If the proceeds of drawing of a Loan (other than a Variable Rate Loan) are being used to repay in full or in part another Loan under the Facility, then this (together with the details of the Loan being repaid) must be confirmed by you in a notice completed substantially in the form of Schedule 3 and submitted to us no later than 2pm (local time in the place where our office is shown in your Letter of Offer) two Business Days prior to the proposed Drawdown Date. If the proceeds are being used to make an early repayment of a Variable Rate Loan on a non-Interest Payment Date, you should ask us to give you an estimate of the likely cost associated with repaying that Loan in accordance with clause 9. If the proceeds are being used to make an early repayment of a Fixed Rate Loan, a Capped Rate Loan or a Range Rate Loan before its Maturity Date, you must contact us in accordance with clause 9 to discuss the amount of the early repayment costs associated with doing so.

- 4.3 To enter into an Optional Fixed Rate Arrangement, you must request that we quote, for a particular Loan Amount, Interest Payment Dates, Drawdown Date and proposed Maturity Date (for this purpose, subject to clause 4.8, you may propose a Maturity Date which is beyond the Facility Term), the Fixed Interest Rate (excluding the Customer Margin and Funding Margin) which will apply to the Fixed Rate Loan during the Loan Term if you elect to draw down the Fixed Rate Loan and any IRRM Premium payable in respect of that Optional Fixed Rate Arrangement. If relevant, your request should also provide the information contemplated by clause 8.2.

**Warning:** We have not agreed to provide you with a Fixed Rate Loan under an Optional Fixed Rate Arrangement if the proposed Maturity Date of that Loan is after the end of the Facility Term. See clause 4.8.

- 4.4 Only one Fixed Rate Loan can be drawn under an Optional Fixed Rate Arrangement. However you may draw a Fixed Rate Loan under that Optional Fixed Rate Arrangement which is less than the agreed Loan Amount. In this case, you must notify us, at the time you request a quote in respect of the Fixed Rate Loan in accordance with clause 4.2, of the amount of the Fixed Rate Loan that you want to draw. The difference between the amount drawn and the agreed Loan Amount is immediately cancelled.
- 4.5 In order to agree a Loan (other than a Variable Rate Loan) or an Optional Fixed Rate Arrangement quoted by us, you must accept the quotation immediately upon us giving you that quotation. You agree that your acceptance of that quotation will be communicated to us either verbally over the telephone, or by another reasonable method specified by ANZ, and creates a legally binding agreement at the time of acceptance, under which, except in relation to a quotation for an Optional Fixed Rate Arrangement, you are (among other things) required to draw the relevant Loan on the agreed Drawdown Date unless you have made a request, in accordance with clause 9, to Cancel your Loan before that date. Upon your acceptance we will send you a Confirmation confirming the terms that have been accepted.
- 4.6 You must verify the details in each Confirmation. You must notify us as soon as reasonably practicable of any material errors with the Confirmation or if it does not reflect the relevant quotation agreed to by you.
- 4.7 We have no obligation to allow a drawing of any Loan or your entry into any Optional Fixed Rate Arrangement until you have paid all fees and any IRRM Premium which your Letter of Offer or relevant Confirmation specifies are due for payment prior to the drawing of the Loan or entry into the Optional Fixed Rate Arrangement.
- 4.8 What happens if the proposed Maturity Date of the Fixed Rate Loan under an Optional Fixed Rate Arrangement is after the end of the Facility Term?

**Warning:** We have not agreed to provide you with a Fixed Rate Loan under an Optional Fixed Rate Arrangement if the proposed Maturity Date of that Loan is after the end of the Facility Term. This section describes how we may agree to extend the Facility Term, but it is our decision.

If the proposed Maturity Date for the Fixed Rate Loan under an Optional Fixed Rate Arrangement is after the end of the Facility Term you will need to request an extension to the term of your Facility. You must contact us at least 30 days before the proposed Drawdown Date of the Fixed Rate Loan to request the extension.

We will consider any such request but we are not obliged to extend the Facility Term if you do not meet our usual credit criteria and other reasonable requirements applicable at that time. If we consent to the extension of the Facility Term, such consent may be conditional on you agreeing to terms and conditions reasonably required by us.

If you do not agree to our conditions then you may Cancel your Optional Fixed Rate Arrangement (which will be treated as Cancelling your Optional Fixed Rate Arrangement before electing whether to draw a Fixed Rate Loan under that arrangement) by calling us, or contacting us by another reasonable method specified by us, and telling us that you wish to Cancel it. If we do not approve your extension request then we may cancel your Optional Fixed Rate Arrangement. Early repayment costs are not payable if your Optional Fixed Rate Arrangement is cancelled in these ways, either by you or us.

- 4.9 You (i) consent to the recording of telephone conversations between the trading, marketing and other relevant personnel of you and us in connection with the Facility; (ii) agree to obtain any necessary consent of, and give any necessary notice of such recording to, your relevant personnel; and (iii) agree, to the extent permitted by applicable law, that recordings may be submitted in evidence in any proceedings.
- 4.10 You must hold and maintain your Mandatory Account for the full Facility Term. You must also deposit into your Mandatory Account enough funds to cover payment of any amount owing by you under the Facility. Examples of such amounts are fees and other charges payable by you.

## 5. IRRM PREMIUM

- 5.1 An IRRM Premium may be payable by you as a result of you establishing a Capped Rate Loan or Range Rate Loan or entering into an Optional Fixed Rate Arrangement. At the time you obtain a quote from us in accordance with clause 4.2 or clause 4.3, we will advise you if an IRRM Premium is payable. We will also advise you of the method (or alternate methods) by which it can be paid.

- 5.2 In order to accept a quote for a Range Rate Loan, a Capped Rate Loan or an Optional Fixed Rate Arrangement, you must agree to the cost of any IRRM Premium payable and one of the following methods (or alternate methods agreed with us) by which it will be paid:
- (a) **Upfront IRRM Premium** for Range Rate Loans, Capped Rate Loans and Optional Fixed Rate Arrangements, a lump sum amount payable on the 'IRRM Premium payment date' identified in the relevant Confirmation; or
  - (b) **IRRM Premium Instalment** for Range Rate Loans and Capped Rate Loans, a fixed dollar instalment amount payable on each Interest Payment Date; or
  - (c) **IRRM Premium Percentage incorporated into a Fixed Rate Loan** for Range Rate Loans, Capped Rate Loans and Optional Fixed Rate Arrangements where you accept a quotation for a new Fixed Rate Loan at the same time that you accept a quotation for the Range Rate Loan, Capped Rate Loan or Optional Fixed Rate Arrangement, by incorporating the IRRM Premium Percentage as part of the Fixed Interest Rate of that Fixed Rate Loan.

For the avoidance of doubt, the IRRM Premium shall not form part of any relevant interest rate, except when paid in accordance with the method in clause 5.2(c).

- 5.3 You agree and acknowledge that any IRRM Premium paid by you to us is non-refundable, even where you terminate or make an early repayment of a Fixed Rate Loan, a Capped Rate Loan, a Range Rate Loan or an Optional Fixed Rate Arrangement.

## 6. DETERMINATION OF INTEREST RATE

- 6.1 **(Variable Rate Loans)** In respect of a Variable Rate Loan, for each Interest Payment Period, the interest rate will be the applicable Variable Interest Rate.
- 6.2 **(Fixed Rate Loans)** In respect of:
- (a) a Fixed Rate Loan that is not drawn pursuant to an Optional Fixed Rate Arrangement, the interest rate will be the Fixed Interest Rate for that Loan (incorporating, where applicable, any IRRM Premium Percentage payable under clause 5.2(c)); and
  - (b) a Fixed Rate Loan drawn pursuant to an Optional Fixed Rate Arrangement, the interest rate will be the Fixed Interest Rate for that Loan plus the applicable Customer Margin and Funding Margin.
- 6.3 **(Capped Rate Loans)** In respect of a Capped Rate Loan, the interest rate for a particular Interest Payment Period will be equal to the lesser of the Base Rate for that Interest Payment Period and the Maximum Base Rate plus, in each case, the applicable Customer Margin and Funding Margin.

- 6.4 **(Range Rate Loans)** In respect of a Range Rate Loan, the interest rate for a particular Interest Payment Period will be equal to:

- (a) the Base Rate for that Interest Payment Period or:
  - (i) if the relevant Base Rate is less than the Minimum Base Rate, the Minimum Base Rate; or
  - (ii) if the relevant Base Rate is greater than the Maximum Base Rate, the Maximum Base Rate; plus
- (b) in each case, the applicable Customer Margin and Funding Margin.

## 7. INTEREST AND FEES

- 7.1 **(Interest calculation)** We start calculating your interest on each Loan from the date you first draw that Loan. Interest will accrue daily on the unpaid balance of each Loan as at the end of the day. The balance of each Loan includes principal and any other amount that we agree with you to add to the principal amount. This may include interest (which means you pay interest on interest), fees and other charges. It may also include any overdue amounts that you have not paid us on or by the due date. The rate applied in respect of a particular Loan on a particular day will be the interest rate applicable to the Loan for that day, as determined in accordance with clause 6, divided by 365.
- 7.2 **(Interest in arrears)** You must pay accrued interest in respect of a Loan on each Interest Payment Date for the Loan and on any other date on which the Loan is repaid in full. If we agree to change the terms of your relevant Loan, the date that you must pay accrued interest may also change. If this happens we may require you to pay interest on the date that the changes begin to apply. That date may not be an Interest Payment Date. You authorise us to automatically debit accrued interest to your Mandatory Account on that date.
- 7.3 **(Interest in advance)** You may elect to pay interest in advance on a Fixed Rate Loan, in respect of interest payable for an Interest Payment Period, on the first day of that Interest Payment Period.
- 7.4 **(Interest Payment Periods)** Interest Payment Periods for Loans must be:
- (a) for Variable Rate Loans, Capped Rate Loans and Range Rate Loans, 1, 2, 3, 4, 5 or 6 months in length or such other period as agreed between you and us; and
  - (b) for Fixed Rate Loans: 1, 2, 3, 4, 5, 6 or 12 months in length, or such other period as agreed between you and us.
- 7.5 **(Business Day convention)** If an Interest Payment Date does not fall on a Business Day, that Interest Payment Date is extended to the following Business Day unless that day falls in the next calendar month,

in which case that date will be the immediately preceding Business Day.

- 7.6 **(Loan Administration Charge)** The fees for the Facility include a loan administration charge. This charge is payable for each Loan drawn under the Facility. It is payable in arrears at the frequency (for example, quarterly) specified in your Letter of Offer (unless we agree another frequency with you), from the date you first draw the relevant Loan.

There may be times when we require early payment of a loan administration charge. Following are some examples of when we may require this.

- If you repay the relevant Loan in full during a payment period.
- If the payment frequency of the loan administration charge is changed.
- If we agree to change other terms of the relevant Loan.

The loan administration charge that you must pay will be based on the number of days in the payment period up to when the early payment is due. We may then re-start the payment period from that date.

Where a loan administration charge is scheduled to be debited on a non-Business Day, it will instead be debited to your account on, and with effect from, the first Business Day after the scheduled date.

If a loan administration charge is due on the last day of a month, the loan administration charge for each subsequent payment period will be due on the last day of the final month in that period, subject to the preceding paragraph.

- 7.7 **(Commitment Fee)** The fees for the Facility include a commitment fee. It is payable in advance at the frequency (for example, quarterly) specified in your Letter of Offer (unless we agree another frequency with you). It is payable from the Commencement Date.

If a commitment fee would be due on a non-Business Day, then it will be due on the immediately preceding Business Day, unless that Business Day falls in a different calendar month. If it does then the commitment fee will be due on the first Business Day after the scheduled date.

If a commitment fee is due on the last day of a month, the commitment fee for each subsequent payment period will be due on the last day of the first month in that subsequent period (subject to the preceding statement if that day is a non-Business Day).

## 8. PRINCIPAL

- 8.1 **(Principal repayments)** You must repay any outstanding Loan Amount and all unpaid fees, interest, IRRM Premium and all other amounts outstanding in respect of each Loan by no later than its Maturity Date and, if you elect in accordance with clause 8.2 to make principal repayments during the Loan Term, you will, except where you elect to make

a Seasonal Principal Repayment, be obliged to make such payments on each Interest Payment Date.

If you elect to make Seasonal Principal Repayments you must make the relevant principal repayment on the elected date, which must be an Interest Payment Date. You should discuss any election to make Seasonal Principal Repayments with us (including, where applicable, whether this will result in any increase to the IRRM Premium Percentage).

You authorise us to automatically debit all payments made under this clause 8.1 to your Mandatory Account on the applicable payment date.

- 8.2 **(Loan Repayment Arrangements)** You may elect to make principal repayments on any Loan prior to the Maturity Date for that Loan where interest is charged in arrears. Any election made under this clause 8.2 must be agreed with us (including, where applicable, whether this will result in any increase to the IRRM Premium Percentage) upon your acceptance of the relevant quotation, or as otherwise agreed with us.
- 8.3 **(Business Day convention)** If a Maturity Date does not fall on a Business Day, that Maturity Date is extended to the following Business Day unless that day falls in the next calendar month, in which case that date will be the immediately preceding Business Day.

## 9. EARLY CANCELLATION OR REPAYMENT OF A LOAN

### 9.1 (Variable Rate Loans)

#### (a) Early repayment on an Interest Payment Date

You may make a partial or full early repayment of a Variable Rate Loan on an Interest Payment Date, without providing any advance notice to ANZ.

#### (b) Early repayment on a non-Interest Payment Date

You may make a partial or full early repayment of a Variable Rate Loan on a non-Interest Payment Date, without providing any advance notice to ANZ.

If you do make an early repayment, then you may be required to pay early repayment costs. These costs can be significant and are not the same for every Loan. For Variable Rate Loans, the funding component (see clause 9.4) is the only component of the early repayment costs. Before making an early repayment of a Variable Rate Loan on a non-Interest Payment Date, you should ask us to give you an estimate of the likely cost associated with repaying that Loan.

Any actual early repayment costs that may be payable by you cannot be determined by us until the actual early repayment date. If you would like to know the actual early repayment costs, please contact us on the proposed early repayment date.

Clause 9.4 explains how we calculate early repayment costs.



(c) **Cancellation of a Drawdown Request Notice**

You may cancel a Drawdown Request Notice for a Variable Rate Loan before the proposed Drawdown Date for that Variable Rate Loan by contacting us before that date.

9.2 **(Fixed Rate Loans, Capped Rate Loans, Range Rate Loans and Optional Fixed Rate Arrangements)**

(a) **Early repayment**

You must contact us if you want to partially or fully repay a Fixed Rate Loan, a Capped Rate Loan or a Range Rate Loan before its Maturity Date to discuss the amount of the early repayment costs associated with doing so. You must contact us no later than two Business Days before the proposed early repayment date.

If you do make an early repayment then you may be required to pay early repayment costs. These costs can be significant and are not the same for every Loan.

For Fixed Rate Loans, Capped Rate Loans and Range Rate Loans, the early repayment costs consist of the following (see clause 9.4):

- if your proposed early repayment date is an Interest Payment Date, a market component; or
- if your proposed early repayment date is not an Interest Payment Date, a market component plus a funding component.

When you contact us to discuss the amount of the early repayment costs, we can tell you:

- the amount of the market component; and
- if the proposed early repayment date is a non-Interest Payment Date, an estimate only of the funding component.

Any actual funding component of the early repayment costs that may be payable by you cannot be determined by us until the actual early repayment date. If you would like to know the actual funding component, please contact us on the proposed early repayment date.

If you would like to proceed with the early repayment, you must confirm your acceptance of the market component of the early repayment costs either on or before the proposed early repayment date. You must confirm your acceptance immediately, either by calling us, or by another reasonable method of contact that we ask you to use.

When we tell you the amount of the market component, that is the amount that will apply if you accept it at the time we tell you. If you do not accept that amount at that time, then a different amount may apply if you later choose to make an early repayment.

If you have provided a notice that is substantially in the form of Schedule 3, and you do not confirm your acceptance of the market component of the early repayment costs, you will (unless ANZ agrees otherwise) be deemed to have revoked such notice.

Clause 9.4 explains how we calculate early repayment costs.

(b) **Cancellation**

You must contact us if you want to Cancel a Fixed Rate Loan, Capped Rate Loan, Range Rate Loan or an Optional Fixed Rate Arrangement to discuss the amount of the early repayment costs associated with doing so.

If you Cancel a Fixed Rate Loan, Capped Rate Loan, Range Rate Loan or Optional Fixed Rate Arrangement then you may be required to pay early repayment costs. These costs can be significant and are not the same for every Fixed Rate Loan, Capped Rate Loan, Range Rate Loan or Optional Fixed Rate Arrangement. When you Cancel a Fixed Rate Loan, Capped Rate Loan, Range Rate Loan or Optional Fixed Rate Arrangement the early repayment costs consist of a market component (see clause 9.4).

When you contact us to discuss the amount of the early repayment costs, we can tell you the amount of the market component.

If you would like to proceed with the Cancellation, you must confirm your acceptance of the market component of the early repayment costs. For a Fixed Rate Loan, Capped Rate Loan or Range Rate Loan, you must do this before the proposed Drawdown Date. For an Optional Fixed Rate Arrangement, you must do this before you exercise your right to draw a Fixed Rate Loan under that arrangement. In each case, you must confirm your acceptance immediately, either by calling us, or by another reasonable method of contact that we ask you to use.

When we tell you the amount of the market component, that is the amount that will apply if you accept it at the time we tell you. If you do not accept that amount at that time, then a different amount may apply if you later choose to make an early repayment.

Clause 9.4 explains how we calculate early repayment costs.

9.3 **(Other Early Repayment Events)**

In addition to the events described in clauses 9.1 and 9.2, early repayment costs may also be payable if any of the following events (together with the events in clauses 9.1 and 9.2 referred to as the **TCF Early Repayment Events**) occur:

- ANZ requires you to make an early repayment of all or part of a Variable Rate Loan on a nonInterest Payment Date, early repayment of all or part of a

Fixed Rate Loan, a Capped Rate Loan or a Range Rate Loan before its Maturity Date, or cancels all or part of your Facility (for example, in exercise of our Default Rights); or

- ANZ agrees to make certain changes to the terms of your Fixed Rate Loan, Capped Rate Loan or Range Rate Loan (including to switch your Loan to another fixed, maximum or minimum interest rate or to a variable interest rate).

Clause 9.4 explains how we calculate that amount.

#### 9.4 (Early Repayment Costs)

**Warning:** *Early repayment costs can be significant. You must contact us if you have any questions before making an early repayment of your Loan or before you Cancel a Loan or Optional Fixed Rate Arrangement.*

When we provide or agree to provide a Loan to you we generally assume that there will be no changes to the Loan during its term. We also generally arrange our own funding position (which may include hedging to manage our interest rate risk) based on this assumption. This involves the allocation of funding costs from our treasury function, and the establishment of internal interest rate risk management transactions. We pool these transactions with those from loans and transactions provided to our other customers, and manage them on a portfolio basis in the wholesale financial markets. If a TCF Early Repayment Event occurs then our funding position will change and we may incur a loss as a result of the event occurring.

The early repayment costs payable by you are a reasonable estimate of that loss. Our estimate may not always reflect actual transactions we entered into when we provided the relevant Loan to you. This is because we manage our risk associated with various loans and transactions on a portfolio basis.

You must pay the early repayment costs in addition to the principal, interest, fees, charges and any other amounts payable by you.

The amount of any early repayment costs that you must pay will vary according to a number of factors including:

- the remaining Loan Term of your Loan;
- how much you have repaid early;
- whether you paid interest in advance or arrears; and
- changes in market interest rates.

Your early repayment costs may consist of either or both of a 'funding component' and a 'market component'. The circumstances in which each of these components apply, and some information about how we calculate them, are set out below.

#### Funding component

Your early repayment costs may include a 'funding component'. A funding component will only apply if a TCF Early Repayment Event occurs on a non-Interest Payment Date.

The funding component generally represents our reasonable estimate of the difference between the present value of 'pre-TCF Early Repayment Event cashflows' and the present value of 'post-TCF Early Repayment Event cashflows' less the prepaid or cancelled amount.

In calculating the present value of the pre-TCF Early Repayment Event cashflows we take into account the balance of the Loan before the TCF Early Repayment Event, and events affecting the balance that are scheduled to occur between the date of the TCF Early Repayment Event and the next Interest Payment Date for the Loan, such as scheduled interest charges and scheduled repayments. In addition, we estimate and include the amount of interest that would accrue during the relevant calculation period. In calculating the present value and accrual of interest we take our cost of funding at relevant times into account.

We calculate the present value of the post-TCF Early Repayment Event cashflows in a similar way except that we take into account the balance of the Loan after the TCF Early Repayment Event.

#### Market component

Your early repayment costs may include a 'market component'.

The market component will only apply if a TCF Early Repayment Event occurs in relation to a Fixed Rate Loan, Capped Rate Loan, Range Rate Loan or Optional Fixed Rate Arrangement.

### **Why do certain TCF Early Repayment Events attract a market component as part of the early repayment costs?**

When ANZ agrees to provide you with a Fixed Rate Loan, Capped Rate Loan, Range Rate Loan or an Optional Fixed Rate Arrangement, it gives both ANZ and you increased certainty about the timing and quantity of the repayments and interest payable by you to us over the term of your Loan.

We take these agreed arrangements into account when managing our risk associated with tailored commercial facilities, and may enter into hedging transactions to manage that risk.

If:

- you partially or fully repay your Fixed Rate Loan, Capped Rate Loan or Range Rate Loan before its Maturity Date;
- you Cancel your Fixed Rate Loan, Capped Rate Loan, Range Rate Loan or Optional Fixed Rate Arrangement; or
- another TCF Early Repayment Event occurs,

our risk associated with tailored commercial facilities changes and we may need to change the arrangements we have made to manage that risk.

The market component helps us recover our reasonable estimate of the costs that would be incurred in changing those arrangements.

The calculation for the market component is different for Fixed Rate Loans than for other types of Loans or Optional Fixed Rate Arrangements.

### **How do we calculate the amount of the market component for a Fixed Rate Loan?**

For a Fixed Rate Loan, the market component is determined using current market data by calculating:

- the present value of the interest, at the applicable fixed base rate, which we should have received for the period from the date of the TCF Early Repayment Event to the Maturity Date for that Loan; less
- the present value of the cashflows which we reasonably estimate that we would be able to receive if we were to hedge a fixed rate loan for the repaid, Cancelled or the other TCF Early Repayment Event amount at the current wholesale mid-market price for the remainder of the period ending on the Maturity Date for that Loan.

We will then add to the calculated amount a further amount reasonably determined by us as recompense for the transactional and operational costs and risks that we would expect to incur if executing the transaction in the market to determine the market component.

### **How do we calculate the amount of the market component for a Capped Rate Loan, a Range Rate Loan or an Optional Fixed Rate Arrangement?**

For a Capped Rate Loan, a Range Rate Loan or an Optional Fixed Rate Arrangement, the market component is determined using current market data by calculating:

- the present value of any unpaid IRRM Premium (to avoid doubt, other than any IRRM Premium Percentage included as part of a Fixed Rate Loan); less
- our reasonable estimate of the value (if any) to us if we were to terminate any hedging which could have been associated with the Capped Rate Loan, Range Rate Loan or Optional Fixed Rate Arrangement.

We will then add to the calculated amount a further amount reasonably determined by us as recompense for the transactional and operational costs and risks that we would expect to incur if executing the transaction in the market to determine the market component.

Where both components are applicable, we will add the amount of the funding component and market component.

If the calculations above show that the TCF Early Repayment Event results in a benefit rather than a cost, we will pay the amount of the benefit (as calculated by us) to you.

If any early repayment costs are payable by you, you must pay the costs together with any other outstanding fees or charges on the date of your early repayment or Cancellation. If any of the TCF Early Repayment Events in clause 9.3 occur, then you must pay the early repayment costs on the date specified by ANZ.

9.5 You acknowledge that:

- (a) it is difficult to predict with any certainty the future movements in interest rates; and
- (b) you are responsible for any costs or losses that you may suffer or incur in connection with the movement of interest rates in the market.

## **10. REDRAW**

Amounts repaid or prepaid on a Loan cannot be redrawn under that Loan. Any amounts repaid or prepaid may be available to draw as a new Loan under the Facility.

## 11. ANZ BUSINESS OVERDRAFT

- 11.1 **(ANZ Business Overdraft attached to the Mandatory Account)** Any ANZ Business Overdraft that we provide to you under the Facility will be attached to your Mandatory Account.
- 11.2 **(ANZ Business Overdraft initially provided under your Letter of Offer)** If we have agreed to provide you with an ANZ Business Overdraft at the date of your Letter of Offer, a sub-limit for the ANZ Business Overdraft will be set out in your Letter of Offer.
- 11.3 **(Requests for an ANZ Business Overdraft after the date of your Letter of Offer)** If a sub-limit for an ANZ Business Overdraft is not specified in your Letter of Offer, you may, at any time during the term of the Facility, request an ANZ Business Overdraft by submitting an Overdraft Request Form to us.
- 11.4 **(Requests for changes to an existing ANZ Business Overdraft)** In respect of an existing ANZ Business Overdraft, you may, at any time during the term of the Facility, request:
- (a) a different Interest Debit Frequency for the ANZ Business Overdraft; and/or
  - (b) an increase or decrease of the sub-limit of the ANZ Business Overdraft, by delivering an Overdraft Request Form to us.
- 11.5 **(Approval of each Overdraft Request Form)**
- (a) You may only request, and we will only provide, one ANZ Business Overdraft under the Facility at any time. The terms of the most recent Overdraft Request Form approved by us replace any terms applicable to an existing ANZ Business Overdraft (including any Interest Debit Frequency, expiry date or sub-limit).
  - (b) If an increase or decrease to an existing sub-limit is approved by ANZ or the provision of a new sub-limit is approved by ANZ, that sub-limit will be treated as the 'ANZ Business Overdraft sub-limit' for the purposes of the Letter of Offer and these Specific Conditions of Use.
  - (c) ANZ's approval of any request for an ANZ Business Overdraft or any changes to an ANZ Business Overdraft is subject to ANZ's usual credit criteria.

## 11.6 (Interest on an ANZ Business Overdraft)

- (a) Your initial interest rate for your ANZ Business Overdraft is in your Letter of Offer but your interest rate may change. The Finance Conditions of Use will tell you when this may occur and also where you can go to see your current rate.
- (b) We start calculating interest on your ANZ Business Overdraft from the date you first use it. We calculate your interest for each day as follows.

$$\text{daily interest amount} = \left( \frac{\text{interest rate}}{365} \right) \times \text{daily closing balance of your ANZ Business Overdraft}$$

The daily closing balance of your ANZ Business Overdraft is the used portion of your sub-limit at the end of the relevant day. The used portion includes drawn amounts and any other amount that you agree to add to your drawn amount. This may include interest (which means you pay interest on interest), fees and other charges. It may also include any overdue amounts that you have not paid us on or by the due date.

- (c) Interest in respect of an ANZ Business Overdraft is payable monthly from the date on which your Mandatory Account was opened, or if a different Interest Debit Frequency has been specified in an Overdraft Request Form, with the Interest Debit Frequency specified in the most recent Overdraft Request Form approved by us. You authorise us to automatically debit interest to your Mandatory Account on that date.
- (d) If an interest payment is due to be paid on a non-Business Day, the date for payment will generally be the previous Business Day.
- (e) The interest that you pay on a particular day will not include the interest calculated for that day or any following day.

## 11.7 (Payment of amounts outstanding under the ANZ Business Overdraft)

You may pay off some or all of the balance of your ANZ Business Overdraft at any time. You must repay the Outstanding Money for the ANZ Business Overdraft, in full on the later of the following dates:

- (a) the expiry date specified in the most recent Overdraft Request Form approved by us (if any);
- (b) at the end of the term for the ANZ Business Overdraft specified in your Letter of Offer (if any); and
- (c) on the date the ANZ Business Overdraft is terminated in accordance with the terms of your Agreement,

(such date, in all cases, being no later than the last day of the Facility Term).

If you do not repay the balance of your ANZ Business Overdraft in full on the later of the following dates set out above, you will be in default under your Agreement. In these circumstances, without

limiting its other rights, ANZ may provide you with an informal overdraft facility on your Mandatory Account. The interest rate that would apply to that informal overdraft is the ANZ Retail Index Rate plus a margin.

For more information about the informal overdraft facility that would apply in those circumstances and the applicable interest rate, refer to the Business Transaction Accounts Terms and Conditions booklet and the Business Banking Transaction Accounts Fees and Charges booklet, both of which are available from [anz.com.au/business/help-support/terms-conditions/](http://anz.com.au/business/help-support/terms-conditions/).

You may, at any time, notify us that you would like to cancel your ANZ Business Overdraft and repay the amounts you owe.

## 12. INFORMAL OVERDRAFT

When any debit is initiated which, if processed, would result in either (i) your Mandatory Account becoming overdrawn; or (ii) the approved limit on the Mandatory Account being exceeded, you are deemed to request an informal overdraft.

ANZ will consider the request and assess your eligibility for an informal overdraft based on ANZ's credit criteria. You will be charged a fee for this service in the circumstances described below.

If you satisfy ANZ's credit criteria for an informal overdraft, ANZ will agree to its request by allowing the debit to be processed as an informal overdraft, on the following terms:

- (a) if the balance of the informal overdraft exceeds \$50 at the time of the request, or will exceed \$50 once the debit requested is processed, you will be charged an Honour Fee (refer to "ANZ Business Banking Finance Fees and Charges" booklet for details) on the day on which the debit is processed (or if that day is not a Business Day, on the next Business Day). The Honour Fee is payable immediately. Where an Honour Fee is charged as a result of a transaction that is processed to your account after the date on which the transaction occurred, we may charge the fee effective as at the date of the transaction.
- (b)
  - (i) if you do not have an ANZ Business Overdraft, interest will be charged on the sum of the Informal Overdraft and any fees and charges debited to the Mandatory Account at the ANZ Retail Index Rate plus a margin (refer to "ANZ Business Banking Transaction Account Fees and Charges" booklet for details).
  - (ii) if you do have an ANZ Business Overdraft, interest will be charged on the sum of the informal overdraft and any fees and charges debited to the Mandatory Account at the Overdraft Interest Rate plus a margin (refer to "ANZ Business Banking Finance Fees and Charges" booklet for details).

Interest will be calculated on the daily closing balance and will be charged in arrears on the

same date in each month as the date on which your Mandatory Account was opened (or if an interest payment is due to be paid on a non-Business Day, the date for payment will generally be the previous Business Day). The daily interest rate is the specified rate divided by 365.

- (c) the informal overdraft, any Honour Fee and any interest on both of those amounts will be debited from the Mandatory Account; and
- (d) you must repay each informal overdraft, any Honour Fee and any interest on both of those amounts within 7 days of the informal overdraft being debited from the Mandatory Account.

If you do not satisfy ANZ's credit criteria for an Informal Overdraft, ANZ will decline its request and will not allow the debit to be processed. You will be charged an Outward Dishonour Fee (refer to "ANZ Business Banking Finance Fees and Charges" booklet for details) and this fee is payable immediately.

Other than informal overdrafts, ANZ does not agree to provide any additional credit in respect of the Facility without prior written agreement.

You should inform ANZ as soon as possible if you are in financial difficulty.

## 13. STATEMENTS OF ACCOUNT

You agree that we will provide you with statements of account for your Facility, and any underlying ANZ Business Overdraft and Loan provided to you under your Facility, at least every three months unless you request otherwise.

## 14. GENERAL

- 14.1 **(Security)** Each Security (if any) specified in your Letter of Offer secures all of your obligations to ANZ in connection with the Facility, any Loans, the ANZ Business Overdraft, the Informal Overdraft and the Mandatory Account.
- 14.2 **(Failure to pay)** For the purposes of the 'failure to pay' Event of Default in the Finance Conditions of Use, an amount owed to ANZ in connection with your Mandatory Account (such as any informal overdraft on that account) will be treated as an amount owed to ANZ under the Facility.

# SCHEDULE 1

## TCF Drawdown Request Notice for Variable Rate Loan Tailored Commercial Facility

**To:**

Australia and New Zealand Banking Group Limited  
ACN 005 357 522 (ANZ)

**Address:**

 (Branch)

**Attention:**

**Borrower:**

*(Insert name and ABN or ACN of Borrower)*

We refer to our Tailored Commercial Facility with ANZ.

We request ANZ to provide the following Variable Rate Loan under the Tailored Commercial Facility:

(a) The Drawdown Date is:

(b) The Loan Amount is:  
\$

(c) The term of the Loan is#:  
 years  months

# Term of Loan cannot exceed the Facility Term (as defined in the Specific Conditions of Use and as set out in your Letter of Offer).

(d) The Interest Payment Period is (tick as applicable):

- 1 month    2 months    3 months  
 4 months    5 months    6 months  
 Seasonal (charged on seasonal payment dates specified below)

(e) Seasonal payments (tick option (i) or (ii))

- (i) interest payments and principal repayments are charged seasonally on the seasonal Interest Payment Dates specified

Jan \$	<input type="text"/>	Feb \$	<input type="text"/>
Mar \$	<input type="text"/>	Apr \$	<input type="text"/>
May \$	<input type="text"/>	Jun \$	<input type="text"/>
July \$	<input type="text"/>	Aug \$	<input type="text"/>
Sep \$	<input type="text"/>	Oct \$	<input type="text"/>
Nov \$	<input type="text"/>	Dec \$	<input type="text"/>

- (ii) interest will be charged monthly with the first seasonal Interest Payment Date being one month after the Drawdown Date specified above and principal repayments are charged seasonally on the seasonal Interest Payment Date specified

Jan \$	<input type="text"/>	Feb \$	<input type="text"/>
Mar \$	<input type="text"/>	Apr \$	<input type="text"/>
May \$	<input type="text"/>	Jun \$	<input type="text"/>
July \$	<input type="text"/>	Aug \$	<input type="text"/>
Sep \$	<input type="text"/>	Oct \$	<input type="text"/>
Nov \$	<input type="text"/>	Dec \$	<input type="text"/>

(f) All amounts are to be credited to the following account:\*\*

• BSB:

• Account number:

\*\*Unless you have notified ANZ that some or all of the drawing will be applied in repayment of an existing Loan in which case the amount credited to the account may differ from the amount of the drawing.

Dated:

**SIGNED for:**

*(Insert name of Customer)*

by its Authorised Representative(s):

Name

Signature

Name

Signature

[Or]

**SIGNED by:**

*(Insert name of Customer)*

Signature

**(NOTE: If you are signing by Authorised Representative(s), this Drawdown Request Notice must be signed in accordance with the last account authority form (or any other authority form that we accept) provided to us)**

## SCHEDULE 2

### Overdraft Request Form Tailored Commercial Facility

**To:**

Australia and New Zealand Banking Group Limited  
ACN 005 357 522 (ANZ)

**Address:**

(Branch)

**Attention:**

**Borrower:**

*(Insert name and ABN or ACN of Customer)*

We refer to our Tailored Commercial Facility with ANZ.

1. We request ANZ to provide us with the following ANZ Business Overdraft under our Tailored Commercial Facility portfolio number

- (a) The amount of the ANZ Business Overdraft sub-limit requested is: \$
- (b) Overdraft expiry date if less than the Facility Term\*

\* Term of ANZ Business Overdraft cannot exceed the Facility Term (as defined in the Specific Conditions of Use and as set out in your Letter of Offer).

2. The Interest Debit Frequency is (please select one option only)\*:

- (a)  monthly – from the date on which our Mandatory Account was opened
- (b)  monthly – monthly, on the following day of each month  (choose a day of the month)
- (c)  quarterly – each 3 monthly anniversary of the Overdraft Account Opening Date
- (d)  quarterly – every 3 months from the date on which our Mandatory Account was opened
- (e)  quarterly – last Business Day of March, June, September and December in each calendar year
- (f)  semi-annually – every 6 months from the date on which our Mandatory Account was opened
- (g)  semi-annually – last Business Day of June and December in each calendar year
- (h)  Annually – every 12 months from the date on which our Mandatory Account was opened
- (i)  Annually – last Business Day of June in each calendar year

# If no Interest Debit Frequency is correctly chosen, the Interest Debit Frequency will be monthly from the date on which your Mandatory Account was opened.

3. We understand that ANZ's approval of an ANZ Business Overdraft is purely discretionary and subject to ANZ's usual credit criteria.

Dated:

**SIGNED for:**

*(Insert name of Customer)*

by its Authorised Representative(s):

Name

Signature

Name

Signature

[Or]

**SIGNED by:**

*(Insert name of Customer)*

Signature

*(NOTE: If you are signing by Authorised Representative(s), this Overdraft Request Form must be signed in accordance with the last account authority form (or any other authority form that we accept) provided to us)*

## SCHEDULE 3

### Intention to repay existing Loan from new Loan notice Tailored Commercial Facility

**WARNING:**

- a) If the proceeds of the new Loan are being used to make an early repayment, then you may be required to pay early repayment costs. These costs can be significant and are not the same for every Loan.
- b) If the proceeds of the new Loan are being used to partially or fully repay a Variable Rate Loan on a non-Interest Payment Date, you should ask us to give you an estimate of the likely cost associated with repaying that Loan in accordance with clause 9 of the Specific Conditions of Use.
- c) If the proceeds of the new Loan are being used to partially or fully repay a Fixed Rate Loan, a Capped Rate Loan or a Range Rate Loan before its Maturity Date, you must contact us in accordance with clause 9 of the Specific Conditions of Use to discuss the amount of the early repayment costs associated with doing so.

**To:**

Australia and New Zealand Banking Group Limited  
ACN 005 357 522 (ANZ)

**Address:**

(Branch)

**Attention:**

**Borrower:**

*(Insert name and ABN or ACN of Customer)*

We refer to our Tailored Commercial Facility with ANZ.

1. We refer to our drawdown request made on or about the date of this notice, for the drawdown of a:

- TCF Fixed Rate Loan
- TCF Variable Rate Loan
- TCF Range Rate Loan
- TCF Capped Rate Loan

of \$   
(the **New Loan**).

2. The Drawdown Date specified for the New Loan is

3. We request that ANZ direct the proceeds of the drawing of the New Loan towards the repayment of [an existing Loan/existing Loans] under our Tailored Commercial Facility, in accordance with the following instructions:

(a) Loan type:   
Sub-account Number:

Repay the total outstanding Loan Amount:

Loan Amount \$

Repay part of the outstanding Loan Amount:

Repayment Amount: \$

(b) Loan type:

Sub-account Number:

Repay the total outstanding Loan Amount:

Loan Amount \$

Repay part of the outstanding Loan Amount:

Repayment Amount: \$

(c) Loan type:

Sub-account Number:

Repay the total outstanding Loan Amount:

Loan Amount \$

Repay part of the outstanding Loan Amount:

Repayment Amount: \$

(d) Loan type:

Sub-account Number:

Repay the total outstanding Loan Amount:

Loan Amount \$

Repay part of the outstanding Loan Amount:

Repayment Amount: \$

(e) Total amount of repayments applied to existing Loans:  
(Add up amounts specified at Items 3(a) to 3(d) of this form.)

\$

*(Note: This amount cannot exceed the proceeds drawn under the drawdown request referred to in Item 1 of this form.)*

4. We confirm that, to the extent the total amount of repayments, identified above at Item 3(e), is less than the proceeds drawn under the New Loan, ANZ should direct the excess to our Mandatory Account.



Dated:

**SIGNED for:**

*(Insert name of Customer)*

by its Authorised Representative(s):

Name

Signature

Name

Signature

[Or]

**SIGNED by:**

*(Insert name of Customer)*

Signature

*(NOTE: If you are signing by Authorised Representative(s), this notice must be signed in accordance with the last account authority form (or any other authority form that we accept) provided to us)*

