

# BWA Cash Management Trust

## Product Disclosure Statement

Dated 1 February 2011

Issued by: Colonial First State Investments Limited  
ABN 98 002 348 352 | AFS Licence 232468

**BWA** Managed Investments



This is a Product Disclosure Statement (PDS) for the BWA Cash Management Trust ARSN 110 965 761, ABN 46 190 401 396.

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Investments in the BWA Cash Management Trust (referred to in this PDS as 'the trust') are offered by Colonial First State Investments Limited ABN 98 002 348 352 AFS Licence 232468. Colonial First State or its licensed related entities to which it has delegated investment management or administration functions in relation to this product are referred to in this PDS as 'Colonial First State', 'the responsible entity', 'we', 'our' or 'us'.

The responsible entity may change any of the terms and conditions in the PDS with, in the case of material changes, 30 days notice to investors. Colonial First State is a subsidiary of the Commonwealth Bank of Australia ('the Bank') ABN 48 123 123 124.

If any part of the PDS (such as a term or condition, including Access Facilities – Conditions of Use) is found to be invalid or unenforceable under the law, it is excluded so that it does not in any way affect the validity or enforceability of the remaining parts.

The Bank and its subsidiaries do not guarantee the performance of the trust, or the repayment of capital by the trust. Investments in the trust are not deposits or other liabilities of the Bank or its subsidiaries and investment-type products are subject to investment risk including loss of income and capital invested.

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Bank of Western Australia Ltd ABN 22 050 494 454 ('Bankwest') has given and not withdrawn its consent to be named in this PDS and to the statements about it, in the form and context in which they appear.

BWA Managed Investments is a registered trademark of the Bank.

If you are printing an electronic copy of this PDS, you must print all pages including the application forms. If you make this PDS available to another person, you must give them the entire electronic file or printout, including the application forms. A paper copy of this PDS (and any supplementary documents) can also be obtained free of charge on request by calling 1300 663 117 or by contacting your financial adviser.

Units in the trust cannot be issued unless you use the application form attached to either a paper or an electronic copy of this PDS.

The offer made in this PDS is available only to persons receiving this PDS within Australia.

The information contained in this PDS is general information only and does not take into account your individual objectives, financial situation or needs. You should read this PDS carefully and assess whether the information is appropriate for you and consider talking to a financial adviser before making an investment decision.

All monetary amounts referred to in this PDS are, unless specifically identified to the contrary, references to Australian dollars.

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# 1 The BWA Cash Management Trust

The BWA Cash Management Trust offers investors a competitive return with a flexible range of access facilities.

## What is a cash management trust?

The BWA Cash Management Trust (CMT) is a managed fund that pools the money of many individual investors. This pool of money is invested with Bankwest, by way of deposit. On investment you acquire units in the trust. The trust is a managed investment scheme registered under the Corporations Act.

There is no minimum suggested investment timeframe for the trust.

## Investment objective and strategy

The trust aims to provide an 'at call' investment with competitive returns (before fees and costs), equivalent to the official cash rate set by the Reserve Bank of Australia (RBA), which may vary from time to time. We seek to achieve this objective by investing funds with Bankwest, by way of deposit.

Bankwest is an Authorised Deposit-taking Institution (ADI) and subject to regulation by the Australian Prudential Regulation Authority. Deposits made by the trust with Bankwest will be treated by Bankwest as a bank deposit.

# At a glance

This page summarises some important information about the BWA Cash Management Trust.

## Minimums

The minimum initial investment <sup>1</sup> is	<b>\$100</b>
The minimum account balance <sup>2</sup> is	<b>\$100</b>
There is no minimum additional investment amount	
There is no minimum withdrawal amount (except where Access Facilities restrictions apply – refer to page 18)	

Further information is outlined in the section ‘Account management’ on pages 9 to 12.

## Key optional Access Facilities

Phone Access	Check your balance, transactions and make BPAY <sup>®</sup> payments
Online Access	Check your balance, transactions, make funds transfers and BPAY payments online 24 hours a day
Cheque book	Write personal cheques whenever necessary
Branch access	Access your CMT account at any Bankwest Branch, Bankwest Agency, Neighbourhood Bank or Australia Post outlet with Bank@Post
Debit card	Make withdrawals via ATMs, EFTPOS or through Australia Post outlets with Bank@Post
Regular Investment Option	Build your savings within your CMT account
Direct debits	Authorise automated withdrawals from your CMT account to make regular payments
Direct credits	Enable third parties to make investments directly to your CMT account

For further information on these and other Access Facilities, please refer to page 9.

## Fees

<b>Distributions</b>
→ Monthly
<b>Current contribution fee</b>
→ Nil
<b>Current management cost<sup>3</sup></b>
→ 0.60% pa
<b>Current withdrawal fee</b>
→ Nil

Further information is outlined in the section ‘Fees and other costs’ on pages 5 to 8.

## Cooling-off

A 14-day cooling-off period may apply to your investment (refer to page 15).

## Complaints resolution

We have a complaint handling process in place (refer to page 15).

<sup>1</sup> We reserve the right to waive this requirement.

<sup>2</sup> We reserve the right to close your CMT account if a minimum balance of \$100 is not maintained.

<sup>3</sup> Management costs do not include any extraordinary expenses that may be incurred such as where we hold a meeting of CMT account holders, move the trust assets to another ADI or inform you of a material event affecting the trust.

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## 2 Understanding investment risk

Understanding investment risk is the key to successfully developing your investment strategy.

### What is risk?

Before you consider your investment strategy, it is important that you understand the risks that can affect your investment. All investments are subject to risk. This means that you can lose money on your investments or that they may not meet your objectives.

### What risks affect your investments?

The main risks which affect the trust are:

#### Market risk

Your return on investment in your CMT account is directly affected by changes to the official cash rate, as determined by the RBA. Factors that may affect the official cash rate include Australian and overseas interest rates, the economic, legislative and political environment, exchange rates and market liquidity.

#### Inflation risk

Over the long term, it is important that your investments perform at a level equal to or greater than inflation. Otherwise, in real terms, the value of your investment is falling.

There is a higher risk of this occurring with cash investments due to their historically lower returns over the longer term.

#### Credit risk

This is the risk of financial loss resulting from the failure of a counterparty to meet an obligation or commitment that it has entered into with the trust.

#### Interest rate risk

Also associated with cash investments, this is the risk that interest rates (before fees and costs) will not be equivalent to the official cash rate set by the RBA.

#### Return of capital risk

Although we believe there is a low risk of capital loss, repayment of capital invested in the trust is not guaranteed and is dependent on the ADI with which trust assets are held and its capacity to repay in part or in full. Under the terms of the Constitution, the responsible entity can make a provision in respect of any negative income or capital loss. This means you may not get back all of the money you invest in the trust.

We may also suspend withdrawals until the amount of any negative income or capital loss is determined and at any other times that we consider it to be in the best interest of CMT account holders.

#### Risks of using the Access Facilities

Where you access your CMT account using an access method, there is a risk of unauthorised access as a result of your secret code becoming known to someone else or an access method being lost, stolen or misused. You should ensure you take all possible steps to adhere to the conditions of use when using any Access Facilities as you may be liable for any loss due to non-compliance. You also remain responsible for all transactions made by an authorised signatory until you cancel the signatory's authority in writing to us.

### Are there any other risks you should be aware of?

When investing, there is the possibility that your investment goals will not be met. This can happen because of the risks discussed previously. It can also happen if your investment strategy is not aligned to your objectives.

# Fees and other costs

# 3

## Consumer advisory warning

### Did you know?

Small differences in both investment performance and fees and costs can have a substantial impact on your long-term returns.

For example, total annual fees and costs of 2% of your CMT balance rather than 1% could reduce your final return by up to 20% over a 30-year period (for example, reduce it from \$100,000 to \$80,000).

You should consider whether features such as superior investment performance or the provision of better member services justify higher fees and costs.

You may be able to negotiate to pay lower contribution fees and management costs where applicable. Ask the trust or your financial adviser.

### To find out more

If you would like to find out more, or see the impact of the fees based on your own circumstances, the Australian Securities and Investments Commission (ASIC) website ([www.fido.asic.gov.au](http://www.fido.asic.gov.au)) has a managed investment fee calculator to help you check out different fee options.

This section shows fees and other costs that you may be charged. These fees and costs may be deducted from your money, from the returns on your investment or from the trust assets as a whole.

You should read all the information about fees and costs because it is important to understand their impact on your investment.

Taxes are set out on page 13 of this document.

Type of fee or cost	Amount <sup>1</sup>	How and when paid
<b>Fees when your money moves in or out of the trust</b>		
<b>Establishment Fee</b>		
The fee to open your investment.	Nil	N/A
<b>Contribution Fee<sup>2</sup></b>		
The fee on each amount contributed to your investment.	Nil	N/A
<b>Withdrawal Fee<sup>2</sup></b>		
The fee on each amount you take out of your investment.	Nil	N/A
<b>Termination Fee</b>		
The fee charged to close your investment.	Nil	N/A
<b>Management Cost<sup>3,4</sup></b>		
The fees and costs for managing your investment.	0.60% pa	The management cost is expressed as a percentage of the total average net assets of the trust. The management costs are reflected in the daily earning rate and payable monthly or as incurred by the trust.
<b>Service Fees</b>		
<b>User Pays Fees<sup>5</sup></b>		
Some other service fees apply if you undertake certain transactions.		Please refer to page 7 for further details.

<sup>1</sup> All figures disclosed include the net effect of GST.

<sup>2</sup> Service fees apply in certain circumstances. Please refer to the 'Service fees' section in the table above.

<sup>3</sup> This fee includes an amount payable to an adviser. Refer to 'What is paid to your adviser?' on page 8.

<sup>4</sup> Management costs are shown gross of income tax (inclusive of GST), but net of any applicable reduced input tax credit.

<sup>5</sup> User Pays Fees may apply depending on the facility used. Please refer to the section headed 'User Pays Fees' in the 'Additional explanation of fees and costs' section on page 7.

## 3 Fees and other costs

### Additional explanation of fees and costs

#### Management costs

The terms 'management costs' and 'management fees' mean different things.

The management costs are the aggregate of the trust's management fees and ordinary expense recovery as a proportion of the size of the trust, excluding User Pays Fees. They do not include extraordinary expenses. The management cost for the trust is either an estimate or based on current financial information. It is expressed as a percentage of the trust's net assets and it is outlined on page 5.

Management fees are the fees payable under the Constitution for the management of the trust. Management fees are calculated from gross assets of the trust. For details of the maximum management fees allowed under the Constitution, see the 'Increases or alterations to the fees' section on this page.

#### Example of annual fees and costs

This table gives an example of how fees and costs in the trust can affect your investment over a one-year period. You should use this table to compare this product with other managed investment products.

Example		
BWA Cash Management Trust		Balance of \$50,000 with total contributions of \$5,000 during year
Contribution fees	Nil	N/A
<b>Plus</b>		<b>And</b> , for every \$50,000 you have in the trust, you will be charged \$300 each year.
Management costs	0.60% pa	
<b>Equals</b>		
Cost of trust		If you had an investment of \$50,000 at the beginning of the year and you put in an additional \$5,000 at the end of that year, you will be charged fees of: <b>\$300</b> <b>What it costs you will depend on the fees you negotiate with the trust or your financial adviser.</b>

These figures are inclusive of the net effect of GST.

**Please note** that this is just an example. In practice, the actual investment balance of an investor will vary daily and the actual fees and expenses we charge are based on the value of the trust, which also fluctuates daily.

#### Increases or alterations to the fees

We may vary the management fees used to calculate the management costs set out on page 5 at any time at our absolute discretion, without your consent, within the limits prescribed in the trust's Constitution. If the variation is an increase in a fee or charge, we will give you 30 days advance written notice. The Constitution of the trust provides for the following maximum fees:

→ a maximum management fee of 1.00% pa and we are entitled to recover out of the trust various expenses incurred.

We are also able to charge maximum User Pays Fees of 150% of the fees and costs paid or payable by us to any Third Party.

Extraordinary expenses may also be incurred. In this case, the management costs of 0.60% pa may be increased by the amount of those expenses.

**Please note:** The maximums are provided for information and are not the current fees charged. The current fees are shown on page 5.

#### Transaction costs

Transaction costs such as brokerage, government taxes/duties/levies, bank charges and account transaction charges are paid from the trust.

#### Abnormal costs

Abnormal costs (such as costs of unitholder meetings, recovery and realisation of assets, changes to the Constitution and defending or pursuing legal proceedings) are paid out of the trust. These costs are incurred fairly infrequently.

#### Other operating expenses

The Constitution for the trust allows for the ongoing operating expenses (such as registry, audit, taxation advice and offer documents) to be paid directly from the trust. Until further notice, Colonial First State will pay such amounts from our management fees, except where the expense relates to custody, audit or a particular transaction.

The Constitution does not place any limit on the amount of the ongoing operating expenses that can be paid from the trust.



## User Pays Fees

Set out below are the User Pays Fees payable in connection with the use of your CMT account. We deduct these fees from your CMT account by redeeming a sufficient number of your units, or parts thereof, in the trust.

Fee	Amount	How and when paid
Cheque withdrawal	\$0.75 each	Deducted from your CMT account on the first business day of the following month or when you close your CMT account.
Counter withdrawal – any withdrawal or debit transfer made at a Bankwest Branch, Bankwest Agency, Neighbourhood Bank or Australia Post outlet with Bank@Post	\$2.00 each	Deducted from your CMT account on the first business day of the following month or when you close your CMT account.
ATM withdrawal, debit transfer or balance enquiry at a Bankwest or CBA ATM <sup>1</sup>	\$1.25 each	Deducted from your CMT account on the first business day of the following month or when you close your CMT account.
ATM withdrawal or balance enquiry at a non-Bankwest or non-CBA ATM <sup>2</sup>	ATM Operator fee will apply	Deducted from your CMT account at the time of your transaction.
EFTPOS purchase/withdrawal	\$0.50 each	Deducted from your CMT account on the first business day of the following month or when you close your CMT account.
Phone Access → Bill payment via BPAY	\$0.20 each	Deducted from your CMT account at the time of request.
Online Access → Enquiries/Funds transfer between CMT accounts → Bill payment via BPAY → Pay AnyBody transfer to another person's account/ account held with Bankwest or another financial institution (excluding credit card accounts)	Free \$0.20 each \$0.25 per credit	Deducted from your CMT account at the time of request.
Cheque book issue	Free	
Dishonoured payments <sup>3</sup>	\$15.00 each	Deducted from your CMT account at the time of request.
Stop payment on an issued cheque	\$15.00 each	Deducted from your CMT account at the time of request.
Bank cheque	\$10.00 each	Deducted from your CMT account at the time of request.
Bank cheque (for investment purposes) <sup>4</sup>	Free	
Repurchase of bank cheque	\$20.00 each	Deducted from your CMT account at the time of request.
Special cheque clearance	\$16.00 each	Deducted from your CMT account at the time of request.
Additional or replacement statements → Duplicate printed with the original → Previously issued copy by mail → Previously issued copy by fax <sup>5</sup>	Free \$7.50 each \$4.00 each	Deducted from your CMT account at the time of request.
Periodic payments and direct debits	Free	
Telegraphic Transfer (TT) and Real Time Gross Settlements (RTGS)	\$35.00 each	Deducted from your CMT account at the time of request.
Transaction Voucher Search	\$12.00 for 1 voucher (\$8.00 each if 2 or more)	Deducted from your CMT account at the time of request.

In the event you require additional services, we may be able to arrange these through Bankwest who may charge you additional fees.

1 Investors using a Bankwest or CBA ATM will not be charged a fee for denied transactions.

2 Investors making a withdrawal or balance enquiry using a non-Bankwest or non-CBA ATM will not be charged a fee by us.

3 Where a direct debit or cheque is drawn on your CMT account and there are insufficient funds available, we will dishonour the withdrawal, recover our reasonable costs by debiting your CMT account and inform you of this by letter.

4 Investment purposes being Initial Public Offerings, Corporate Actions or Managed Fund investments.

5 This fee is in addition to the previously issued statement fee (ie \$7.50 + \$4.00).

## 3 Fees and other costs

### What is paid to your adviser?

The adviser recommending this product may receive payment ('remuneration') for the sale. Your adviser's remuneration is included in the charges shown previously (except any remuneration that the adviser charges you directly as a fee for service).

Dealer groups, IDPS operators and other licensees may receive remuneration from us for offering the trust on their investment menus or for the provision of services. This remuneration will generally be in the form of a Fund Manager Payment and may be up to 0.25% of funds invested. These amounts may be rebated or retained by the dealer group, IDPS operator or licensee. If these amounts are paid, they are paid by us and are not an extra amount paid from the trust nor are they an amount you pay.

Any payments will be made in compliance with the Financial Services Council Industry Code of Practice on Alternative Forms of Remuneration (Code). We keep a register of certain payments as required by the Code. Please contact us if you would like to view this register. Details of the adviser's remuneration will be in the Financial Services Guide and Statement of Advice which your adviser must give you.

Trust name	Adviser remuneration (%)	
	Upfront (max)	Ongoing trail (pa) <sup>1</sup>
BWA Cash Management Trust	Nil	Up to 0.60%

### Negotiation of fees

#### Differential fees

We may issue units to certain investors such as sophisticated, professional, wholesale investors or Bank employees with reduced management costs. Such arrangements would be subject to individual negotiation, compliance with legal requirements and any applicable ASIC class orders.

#### Taxation

Please refer to page 13 for further details.

#### Expenses

Where any expenses are tax deductible, the benefit is already reflected in the daily earning rate for the trust.

<sup>1</sup> % of value of retained investment. Volume-based payments may increase this amount.

# Account management

## Initial investment in the trust

To invest in the trust, you must complete the application form that either accompanies or is attached to this PDS. All individual investors must be at least 18 years of age.

Completed and signed application forms should be sent to us at:

BWA Cash Management Trust  
GPO Box 2515, Perth WA 6001

Your initial investment can be as little as \$100 and can be made by cheque or a range of methods as detailed in Access Facilities below. Any cheques should be crossed 'Not Negotiable' and made payable to:

BWA Cash Management Trust – [Applicant Name]

Until we are in receipt of a signed application form, including any required identification documents referred to on page 29 and any 'Document checklist' on the application form, you will not be issued units in the trust or be able to operate your CMT account.

If we open a CMT account and do not receive your initial investment within one month, we reserve the right to close your CMT account.

## Welcome Pack

Once your completed application has been processed and your initial investment has been received, we will send you a Welcome Pack, including your CMT account details and where requested:

- details about Phone Access and Online Access
- your Personal Access Number (PAN).

It is important that you read the information contained in the Welcome Pack carefully and retain it for future reference.

## Access Facilities

The trust provides an extensive range of CMT account Access Facilities which are detailed below.

Access Facilities	Investor Plus <sup>1</sup>
Phone Access	✓
Online Access	✓
Pay AnyBody	✓
BPAY bill payments	✓
Direct credits	✓
Direct debits	✓
Periodic payments	✓
Regular Investment Option	✓
Bank cheque withdrawals	✓
Cheque deposits via mail	✓
ATM access (Bankwest Branches, other financial institutions and 7-Eleven stores)	✓
EFTPOS	✓
Bankwest Branch, Bankwest Agency and Neighbourhood Bank deposit or withdrawal	✓
Australia Post Bank@Post	✓
Personal cheque book	✓

<sup>1</sup> Investor Plus is your BWA Cash Management Trust account.

<sup>2</sup> If you do not meet the account signatory identification requirements and/or other documentation requirements as applicable, you will not be able to open a CMT account.

Account signatory identification requirements must be satisfied for both individuals and business entities. Please refer to page 29 for further details<sup>2</sup>.

Further details of the Access Facilities are covered in the following sections and in 'Access Facilities – Conditions of Use', refer to page 17.

## Additional investments in the trust

You may deposit funds and obtain additional units via a range of methods.

### Direct credits

You can arrange deposits, such as your salary and dividends, to be credited electronically into your CMT account. When arranging direct credits you will need to provide Bankwest's BSB and your CMT account number, as detailed in your Welcome Pack.

BSBs used for the trust are:

WA	306 089	SA, NT	305 122
NSW, ACT	302 100	QLD	304 123
VIC, TAS	303 111		

### Bankwest Branch, Bankwest Agency, Neighbourhood Bank or Australia Post Bank@Post

Deposit cash and cheques over the counter at any Bankwest Branch, Neighbourhood Bank or Bankwest Agency using your debit card or a completed deposit form available at the outlet. Cheque deposits can also be made via the Fast Deposit boxes located in most Bankwest Branches and Neighbourhood Banks.

Deposits at Australia Post outlets with Bank@Post are available to personal customers using their debit card and a completed personalised deposit slip or a completed deposit form available at the outlet (Australia Post Bank@Post facilities are not available to business customers).

### Regular Investment Option

You can arrange automatic regular savings into your CMT account from external accounts. Making this regular type of saving is ideal because it enables you to:

- automatically build up your CMT balance, and
- have adequate funds on hand to capitalise on investment opportunities.

Your regular savings can be set up for a specific period (ie weekly, fortnightly, monthly, quarterly or annually) and may be continued indefinitely.

You can set up your Regular Investment Option by completing the Regular Investment Option form in this PDS.

### Mail

Cheque deposits can be mailed to us together with a deposit form available from our website or by providing us with the following information:

- the BSB and CMT account number
- the full name(s) in which your CMT account is held
- the total dollar amount of the cheque(s) you are depositing, and
- the signature of the CMT account holder(s) or authorised signatory(s).

## 4 Account management

All cheques should be crossed 'Not Negotiable' and made payable to: BWA Cash Management Trust – [Applicant Name]

### BPAY

Deposits using BPAY may also be made to your CMT account by providing our biller code 181024 and the biller reference number (the last three numbers of the BSB number followed by your CMT account number). For example, in the case your Bankwest BSB and CMT account number is 306 089 1234567, your biller reference number would be 0891234567.

### Uncleared funds and dishonoured cheques

You will be unable to make withdrawals from your CMT account against uncleared funds. If a cheque you deposit is dishonoured, we will recover our reasonable costs by debiting your CMT account for the amount and inform you of this by letter.

## Withdrawals from the trust

You can withdraw funds from your CMT account at your convenience using a number of Access Facilities.

### Phone Access and Online Access

Transfer funds between your CMT accounts and make bill payments via BPAY over the telephone or online.

The Pay AnyBody service, available online, also enables you to transfer funds (limits may apply, refer to page 20) to accounts in another person's name and to accounts held at Bankwest or another financial institution (excluding credit card accounts).

### Debit card

Use your debit card to access your CMT account through:

- ATMs
- EFTPOS
- Bankwest Branches, Bankwest Agencies and Neighbourhood Banks, and
- Australia Post outlets with Bank@Post.

### Direct debits and periodic payments

Authorise a third party to withdraw funds from your CMT account via a direct debit to meet regular payment requirements, such as your health insurance premium. Alternatively, you can establish a regular periodic payment from your CMT account to an account held by you or another party.

Periodic payments can be established by:

- downloading a Periodic Payment Authority form from our website, or
- by contacting us to obtain a Periodic Payment Authority form.

### Cheque book

A cheque book is available upon request.

### Bank cheque

Bank cheques can be requested in writing or via fax, as detailed in 'Written requests' or 'Use of telephone and fax' below. CMT account holders can also request a bank cheque from any Bankwest Branch or Neighbourhood Bank (limits apply).

### Written requests

You can send us written requests by providing the following information:

- the BSB and CMT account number
- the full name(s) in which your CMT account is held
- the dollar amount you wish to withdraw
- the signature(s) of the CMT account holder(s) or authorised signatory(s), and
- the type of payment method, being either:
  - a credit to a nominated Australian bank account (please provide full account details including the BSB, account number and recipient name)
  - a 'Not Negotiable' bank cheque posted to your address (please provide payee details).

### Use of telephone and fax

#### Security of phone and fax requests

- Fax requests providing the information specified above can be sent to 1300 853 628.
- We have procedures in place to reduce the risk of fraud, but we cannot guarantee that someone trying to impersonate you will not contact us about your account and change your details or make a withdrawal. We may dispute liability for any losses which happen because we have acted on phone or fax instructions that you have not authorised but which appear to be authorised by you.
- All our customers are automatically given access to communicate with us by phone and fax. You need to tell us if you do not want us to accept any future instructions over the phone or by fax by sending us an original signed request.
- We will block access to your account for phone and fax instructions by the second business day after we receive that request. Until this happens, these terms and conditions for phone and fax will still apply to your account.
- If you are a joint account holder, any of the joint account holders may give us instructions by phone about the account.
- If the account holder is a company, any director of the company may give us instructions by phone about the account.

#### Information received by phone or fax

- If the details that we receive in a fax or over the phone do not match the details that we have previously received for the account, then we will not proceed with the request.
- We will also not process a request if the instructions we receive are incomplete or appear to contain errors. This is to ensure that the transaction we perform is exactly what you were requesting.
- Fax machines may be convenient, but they are not always reliable. If a query arises over what information we received by fax, we will not accept a fax transmission report from your machine as evidence that we received the fax. This is because, although your fax machine may have confirmed that the fax was sent, we may not have received the complete fax at our end.
- We can change or cancel these terms for phone and fax at any time as long as we give you 14 days written notice.
- Apart from these terms and conditions, we may have other requirements for receiving instructions from time to time. You will be notified if this affects you or your request.

If we receive your mailed or faxed withdrawal request by 1.30pm WST on a business day, it will be processed that day. Requests received after this time or on a non-business day may be processed on the next business day. Please note that transfers to a third party normally reach their account the next working day; however, this can vary depending on the institution receiving the funds.

### Authorising a Third Party to access your CMT account

You may authorise another company, firm or person to have access and operate your CMT account by completing the Third Party Authority form at the back of this PDS.

If you give a company or firm any level of access rights, you give those rights to each partner, officer, employee, agent and service provider that the company or firm nominates for this purpose.

On the Third Party Authority form, you may nominate the type of access rights that the Third Party will have to your CMT account. These access rights are summarised in the following table:

Third Party Authority	Enquiry Access	Fee Payment Authority	General Withdrawal Authority	Full Authorised Signatory
Access to view account	✓	✓	✓	✓
Authority to withdraw fees from your CMT account	✗	✓	✓	✓
Authority to withdraw for any purpose (excluding cheque withdrawals)	✗	✗	✓	✓
Authority to withdraw (including cheque withdrawals)	✗	✗	✗	✓
Authority to amend your CMT account details	✗	✗	✗	✓
Authority to close your CMT account	✗	✗	✗	✓
Authority to appoint another authorised signatory	✗	✗	✗	✗

All Third Parties to a CMT account must be identified in accordance with the requirements of any applicable legislation.

Further details and conditions on Third Party Authority options may be found in Part 11 of the 'Access Facilities – Conditions of Use' section on page 24.

### Adviser Firm Access

Where your Adviser Firm's details appear on your completed application form for the BWA Cash Management Trust and you have not indicated otherwise under Adviser Firm Access, we will supply this Adviser Firm (and its partners, officers, employees, agents and service providers nominated by the Adviser Firm, as relevant) with General Withdrawal Authority.

General Withdrawal Authority will enable your Adviser Firm (and its partners, officers, employees, agents and service providers nominated by the Adviser Firm) to make withdrawals from your CMT account and to place a hold on funds in your CMT account for future payment purposes (for further details on Fee Payment Authority and General Withdrawal Authority refer to Part 11 of the 'Access Facilities – Conditions of Use' section on page 24). In addition, where General Withdrawal Authority is given to your Adviser Firm, we will accept fax instructions from them for withdrawals from your CMT account.

Alternatively, you can provide your Adviser Firm with Fee Payment Authority or Enquiry Access by requesting this within your application.

Fee Payment Authority will enable your Adviser Firm (and its partners, officers, employees, agents and service providers nominated by the Adviser Firm) to make withdrawals from your account for the purpose of paying their fees or regulatory fees and to place a hold on funds in your CMT account for future payment purposes.

### Transaction confirmation

You may obtain confirmation of a transaction after the transaction occurs by accessing our website or by calling us on 1300 663 117 and requesting that a confirmation be given to you. Please contact us if you do not agree with this method of transaction confirmation.

### Periodic statements

A statement of your CMT account will be sent at least quarterly to your nominated address. The statement will include details of your opening and closing balance for the period and transactions (including investments, withdrawals and fees) during the period.

Replacement or interim statements may be ordered via Phone Access, Online Access or by contacting us. Other methods are available, as detailed in the 'Access Facilities – Conditions of Use' section. User Pays Fees may apply – refer to page 7 for details.

We will also provide an annual CMT account tax statement following the end of each financial year.

### Annual financial reports

An annual financial report detailing the financial position and performance of the trust over the last financial year will be made available on the website, [www.bwami.com.au](http://www.bwami.com.au) by 30 September each year. If you would prefer to have a copy emailed or mailed to you free of charge, please contact us.

## 4 Account management

### Where can you obtain the latest information about the trust?

It is important that you keep up-to-date with the latest information on the trust. Information that is not materially adverse is updated from time to time. This includes information on the trust and its performance.

To obtain this information, you can:

- visit our internet site at [bwami.com.au](http://bwami.com.au)
- phone Client Services on 1300 663 117 for the cost of a local call within Australia.

A paper copy of the most recent information will be sent to you free of charge on request.

### Income distributions

Your income entitlement is calculated daily and is payable monthly in arrears on the last business day of each month. Income entitlements for any day following the second last business day of a month will be included in the entitlement for the next month except where a non-business day falls between the second last business day and the last business day in which case the income entitlement will be calculated from the last business day. Any income distributions are automatically reinvested through the issue of additional units in the trust.

### Accessing your information

You can access, correct or update any personal information we hold about you by contacting us on 1300 663 117 or writing to us at:

BWA Cash Management Trust  
GPO Box 2515  
Perth WA 6001

You can request access to information held by BPAV Pty Ltd or its agent Cardlink Services Ltd using the contact details supplied in the Definitions section on page 26.

# Other information you need to know

## Additional information

This section provides additional information you need to know with regard to the following areas of your investment in the trust:

<b>Transactions and unit pricing</b>	<b>page 13</b>
<b>Investments</b>	<b>page 13</b>
<b>Taxation and regulatory</b>	<b>page 13</b>
<b>Changes to this PDS</b>	<b>page 15</b>
<b>Access Facilities – Conditions of Use</b>	<b>page 17</b>
<b>Definitions</b>	<b>page 26</b>

### Transactions and unit pricing

On occasion, we may not be able to transact with you or other persons and this may include delaying, blocking, freezing or refusing to process a transaction (see page 14 regarding anti-money laundering laws for further information).

#### Applications

To ensure that your applications are processed efficiently, it is important that you complete all sections of the application form and provide us with all documentation we request (refer to the application form checklist on page 29).

If all information is not completed, we may not be able to proceed with your request until the required information is received. In these situations we may:

- attempt to contact you and/or your adviser (if applicable)
- hold your application monies in a non-interest bearing account until we receive the required information.

Funds are held for a maximum period of 30 days (in a non-interest bearing account) commencing on the day we receive the funds. After this period, your funds will be returned to the source of payment and the CMT account will be closed.

In extraordinary circumstances, we may suspend applications and we may also reject applications at our discretion.

#### Unit pricing<sup>1</sup>

The unit price for the trust is \$1.00 and the earnings from investments in the trust are accrued daily and paid to you as income distributions each month.

### Investments

#### Are labour standards or environmental, social or ethical considerations taken into account?

We do not specifically take into account labour standards or environmental, social or ethical considerations when making investment decisions.

#### What investments can the trust hold?

The Constitution of the trust allows us a great deal of discretion about what investments are held. This document outlines the investments intended to be held. If we decide to change, we will advise you beforehand.

### Taxation and regulatory

#### How is your investment taxed?

**Because the Australian taxation system is complex and different investors have different circumstances, you should consider seeking professional taxation advice before investing in the trust.**

Distributions from the trust will take the form of interest income and should be taxable to investors as ordinary assessable income. Non-resident investors will be subject to withholding tax on such income. Any such withholding tax will be deducted by us before crediting the balance to your account. The rate of withholding tax applicable to interest is currently 10%.

The tax information is current at 1 February 2011.

#### Do you have to quote a Tax File Number (TFN) or an Australian Business Number (ABN)?

##### (Australian residents only)

You choose whether to quote your TFN on your application form. Without your TFN or appropriate exemption information, we are required to withhold tax at the highest marginal tax rate (plus Medicare levy) from income distributions made to you.

#### What is the Constitution?

The trust is governed by a Constitution. Together with the Corporations Act and some other laws, the Constitution sets out the conditions under which the trust operates and the rights, responsibilities and duties of the responsible entity and investors. The Constitution deals with a number of issues including:

- your rights as a holder of units
- trust termination, and
- our broad powers to invest, borrow, receive fees and other payments and generally manage the trust.

The Constitution states that your liability is limited to the amount you paid for your units, but the courts are yet to determine the effectiveness of provisions of this kind.

You can inspect a copy of the Constitution by contacting us and we will provide you with a copy free of charge. We may alter the Constitution if we, as the responsible entity, reasonably consider the amendments will not adversely affect investors' rights. Otherwise, we must obtain investors' approval at a meeting of investors.

We may retire or be required to retire as responsible entity (if investors vote for our removal).

<sup>1</sup> While the withdrawal price is \$1.00 per unit, the amount payable is subject to return of capital risk. See page 4.

## 5 Other information you need to know

Your rights to requisition, attend and vote at meetings are mainly contained in the Corporations Act.

### Anti-Money Laundering and Counter-Terrorism Financing laws

We are required to comply with these laws, including the need to establish your identity (and, if relevant, the identity of other persons associated with your account). Instructions for completing the identification process are included with the application forms in this PDS.

Additionally, from time to time, we may require additional information to assist with this process.

We may be required to report information about you to the relevant authorities. We may not be able to tell you when this occurs.

We may not be able to transact with you or other persons. This may include delaying, blocking, freezing or refusing to process a transaction. This may impact on your investment and could result in a loss of income and principal invested.

### How is your personal information dealt with?

By completing the attached application form you agree to us collecting, holding and using personal information, including sensitive information (such as information about health status or membership of a professional or trade association), about you to assess and process your application, to establish, provide and administer your CMT account and to provide the Access Facilities and to execute your instructions.

If you provide us with personal information about another person (ie an individual – for example, a referee, a director, or a person to whom a payment is to be directed) you warrant that you do so only with authorisation from that person and that you will inform that person who we are and that we will disclose that personal information for the relevant purposes set out below. That person can gain access to the information we hold about them via the methods below.

Additionally, the purposes for which we will generally collect and use your personal information will include:

- complying with legislative and regulatory requirements including requirements under the Corporations Act and the Anti-Money Laundering and Counter-Terrorism Financing Act
- considering any other application you may make to us
- performing our administrative operations, including accounting, risk management, record keeping, archiving, systems development and testing, and staff training
- managing our rights and obligations in relation to external payment systems
- conducting market or customer satisfaction research
- developing, establishing and administering alliances and other arrangements with other organisations in relation to the promotion, administration and use of our respective products and services
- developing and identifying products and services that may interest you
- arranging for the provision to you of financial products available from other organisations, and
- (unless you ask us not to) telling you about products and services.

We are required by law to collect certain information to verify your identity and address. Otherwise, the collection of information about you is not required by law, but without it, we may not be able to open your CMT account or provide you with the Access Facilities for which application is made.

We may disclose your personal information to the following, as appropriate (even if the disclosure is to an organisation overseas which is not subject to the privacy obligations which are equivalent to those which apply to us):

- our agents (including Bankwest), contractors, external advisers and external identification verification agencies whom we engage from time to time to carry out, or advise on, our functions and activities
- your agents and contractors, including your accountant, current financial planner, finance broker and legal adviser
- investment providers, fund managers, superannuation fund administrators and stockbrokers
- your executor, administrator, trustee, guardian or attorney
- regulatory bodies, government agencies, law enforcement bodies and courts
- debt collecting agencies
- any person or organisation who introduces you to us
- other organisations with whom we have alliances or arrangements for the purpose of promoting our respective products and services (and any agents used by us and our business partners in administering such an arrangement or alliance)
- external payment systems operators
- any person to the extent necessary, in our view, in order to carry out any instruction you give to us, and
- (unless you tell us not to) other organisations (including our related bodies corporate) and their agents for the marketing of their products and services.

We may also disclose your personal information:

- if you consent
- if, acting in good faith, we believe that the law requires or permits us to do so, and
- to any party proposing to acquire an interest in our business.

You may, at any time, ask us not to contact you about our products and services and not to disclose your information to any other organisations (including related bodies corporate) for that purpose. You may do this by contacting us on 1300 663 117.

By completing the attached application form you agree to us collecting, holding and using personal information about you to process your application, administer and manage the products and services we provide to you. This includes monitoring, auditing and evaluating those products and services, modelling data, data testing, communicating with you and dealing with any complaints or enquiries.

Where you provide us with an electronic (email) address, you consent to us sending commercial electronic messages to your email addresses including messages about our products and services and the products and services of any third party. You warrant that you have authority either as or on behalf of the relevant electronic account holder to provide that consent. Unless you provide us with written notice or use an unsubscribe facility included with a commercial electronic message to withdraw your consent, we may continue to send commercial electronic messages to you.



If you do not provide us with the information requested or provide us with incomplete information, we may not be able to process your application for a CMT account.

### Is there a cooling-off period?

A 14-day 'cooling-off period' will apply to your initial investment in the trust in certain circumstances. If, during the 14-day cooling-off period, you decide that the investment does not meet your needs, then simply advise us in writing or send us notice via email to [support@bwami.com.au](mailto:support@bwami.com.au).

The 14 days start when your transaction confirmation is received by you or five days after your units are issued, whichever is earlier. We will return your investment, reduced or increased for market movements. We will also deduct any tax or duty incurred and a reasonable amount for transaction and administration costs and User Pays Fees. As a result, the amount returned to you may be less than your original investment.

**Please note** that the cooling-off period will lapse if you transact on your account within the 14 days. Under normal circumstances, we will return your investment within seven working days of you notifying us (and, where relevant, once we have established your identity). For more information, please call 1300 663 117.

### Can you appoint an agent?

As an investor you are entitled to appoint an agent to act on your behalf. This person could be your financial adviser, solicitor, or someone else that you trust to act on your behalf. We will only accept your appointment of agent if (among other things) we have successfully established the identity of this agent. To do this you will need to complete Form D – Third Party Authority form (at the back of this PDS).

### Complaints and dispute resolution

If you have a complaint, please advise us as soon as possible by contacting us on 1300 663 117 or by writing to us at:

BWA Cash Management Trust  
GPO Box 2515  
Perth WA 6001

All written complaints will be acknowledged within 14 days of receipt. We will do our best to resolve your complaint promptly and to your satisfaction.

We will make a decision within 45 days of receiving your complaint and notify you in writing of the outcome. Our response will detail any action we will take and also provide information on your right to refer the matter to the Financial Ombudsman Service (FOS). The FOS provides an independent dispute resolution service and is approved by ASIC as an external dispute resolution scheme.

The FOS contact details are:

Financial Ombudsman Service  
GPO Box 3  
Melbourne VIC 3001  
Phone: 1300 780 808  
Fax: (03) 9613 6399  
Website: [www.fos.org.au](http://www.fos.org.au)

Refer also to the 'Access Facilities – Conditions of Use' section, clauses 10.2–10.5 on page 24.

### What are our reporting requirements?

As a disclosing entity under the Corporations Act, the trust is subject to regular reporting and continuous disclosure obligations. Copies of documents we lodge with ASIC to fulfil these obligations may be obtained from, or inspected at, an ASIC office.

You also have a right to request a copy of certain documents from us when they become available, and we must send you a copy (free of charge) as soon as practicable and in any event within five days. Your request will be fulfilled in the way you choose – by email, fax or post, or you can collect it from our offices. The documents are:

- the annual financial report for the trust most recently lodged with ASIC, and
- any half-year financial report lodged with ASIC and any continuous disclosure notice given for the trust after the lodgement of the annual financial report for the trust and before the date of this document.

### What commissions, fees or other benefits are received?

Employees of Colonial First State who give you advice do not receive specific payments or commissions for the giving of that advice. These employees and our directors receive salaries, bonuses and other benefits from us. Bonus payments and other benefits are discretionary, and based on achievement of pre-determined objectives.

You may receive advice in relation to the products we offer from financial advisers that do not work for Colonial First State. These advisers may receive remuneration from us. The adviser's remuneration is included in the fees you pay when investing in our products. The amount of this remuneration is set out in the PDS – 'Fees and other costs' on pages 5 to 8.

Your adviser is also required to set out the remuneration and commissions they receive in the Statement of Advice which they must give to you. Some of these advisers may be representatives of other licensees in the Bank.

We do not pay commissions or provide other benefits to third parties for referring customers to us.

### Are there any other benefits to Colonial First State?

We may receive monetary and administrative benefits from Bankwest, as a consequence of performing administration and distribution services for them. We are entitled to retain these payments for our own benefit and may use them in any way we deem appropriate.

## Changes to this PDS

The information and terms and conditions in this PDS are up to date at the time of its preparation. If there are any differences between what is written in this PDS (as amended from time to time) and the trust Constitution, the trust Constitution will prevail. Subject to the trust Constitution and the law, we may from time to time:

- (a) add fees or charges within the limits prescribed by the trust Constitution
- (b) remove fees or charges
- (c) change the amount of any fee or charge within the limits prescribed by the trust Constitution

## 5 Other information you need to know

- (d) vary the distribution timing and frequency
- (e) vary or cancel the terms for use of the Access Facilities, and
- (f) vary or cancel your direct debit arrangement with us.
- (g) Each of the changes in paragraphs (a) to (f) is a separate right and this is to be read as if such change was a separately expressed right.

### Changes to terms and conditions

We may from time to time change any of the terms and conditions to:

- (a) change the frequency with which fees are debited
- (b) add new concessions or benefits
- (c) change or remove any concessions or benefits
- (d) adopt or implement any legal requirement, decision, recommendation, regulatory guidance or standard of any court, tribunal, ombudsman service or regulator
- (e) accommodate changes in the needs or requirements of our customers, such as new product features or services
- (f) correct errors, inconsistencies, inadvertent omissions, inaccuracies or ambiguities
- (g) in the event any part of the terms and conditions contained or referred to in this PDS are found to be void or unenforceable, achieve (as far as possible) the intention of the original provision without it being void or unenforceable
- (h) bring us into line with our competitors, industry or market practice or best practice in Australia or overseas, or
- (i) reflect changes in technology or our processes including our computer systems.
- (j) Each of the changes in paragraphs (a) to (i) is a separate right and this is to be read as if such change was a separately expressed right.

Without limiting our rights under the clauses above, we may from time to time change any of the terms and conditions contained or referred to in the PDS.

### How we notify you of changes to your account features and terms and conditions

We will give you 30 days prior written notice of the change except when the change reduces your obligations. You agree that we may give notice as set out in this section.

### Not happy with the change?

Unless the trust is suspended, restricted or unavailable, you can withdraw from the trust in accordance with our normal processes if we make a change which you do not like.

### Notices

Notices can be provided to you via post or, subject to the Corporations Act, other methods, such as newspaper advertisement or electronic message, as determined by us.

### Changes in your particulars

You must inform us immediately of a change in your name or address so that we can update your details. We will not be responsible for any errors or losses associated with a change in your particulars if we do not receive notice or adequate notice of the change.

### Compliance Plan

We have lodged the trust's Compliance Plan with ASIC. The trust's Compliance Plan sets out how we will ensure compliance with both the Corporations Act and the trust's Constitution.

## Access Facilities – Conditions of Use

### About these conditions of use

- We provide access to your CMT account via a range of different Access Facilities.
- These Access Facilities are provided to CMT account holders by us under our AFS licence.
- Bankwest provides transaction processing and support services to us to enable us to provide these Access Facilities to CMT account holders.
- You have no contract with Bankwest and no rights against it, unless the law provides otherwise. Some of your obligations under these Access Facilities – Conditions of Use we hold for the benefit of Bankwest, which Bankwest may rely on (where Bankwest is acting as our agent).
- These Access Facilities and associated transactions are subject to the Access Facilities – Conditions of Use contained in the following sections.

### Part 1 – Cheque conditions of use

#### 1.1 Safety of your cheque book

It is your responsibility to safeguard your cheque book from loss, theft or unauthorised use. You must:

- keep your cheque book under secure control and in a safe place at all times
- never give your cheque book or an incomplete cheque to any person
- read your periodic statement carefully and notify us promptly if it contains any entry which you suspect may represent an unauthorised transaction, and
- contact us immediately if you become aware that your cheque book or a cheque has been lost, stolen or used without your authority.

#### 1.2 Duties

When you write a cheque you have a duty to fill it out carefully so that nobody else can alter it. You must:

- write the amount in both words and figures and never leave a gap between the words or figures
- begin the amount in words as close to the left hand side of the cheque as possible and write the amount in figures as close as possible to the dollar (\$) sign
- always write cheques in ink which cannot be rubbed out and never in pencil
- never sign a cheque until you have filled it out completely, and
- countersign any alteration you make with your full signature.

### 1.3 Liabilities

You will be liable for all losses caused by your failure to observe the duties specified above. However, in no case will you be liable where it is shown that the loss was caused by the fraudulent or negligent conduct of our employees or agents or that the same cheque was debited more than once to the CMT account.

### 1.4 Stop payments

You may ask us to stop payment on a cheque, but we cannot act on your instructions if we receive them after the cheque has been paid. You may give your instructions in writing or verbally but, if given verbally, they must be confirmed in writing.

### Part 2 – Periodic payments conditions of use

#### 2.1 Authority

You may authorise us, or we may request instructions from you, in writing to debit your CMT account with periodic payments. This service allows you to transfer funds from your CMT account to other accounts held with us, Bankwest or with another financial institution.

#### 2.2 Cleared funds

It is your responsibility to ensure that you have sufficient cleared funds in the CMT account to satisfy the periodic payments to be made by us in accordance with your periodic payment authority.

#### 2.3 Withdrawal of service

We may withdraw this service, or refrain from acting in accordance with any periodic payment authority you give us, at any time at our sole discretion. If we do, we will inform you in writing. In that event you should make alternative payment arrangements with any third party who may be affected by the withdrawal of the service.

### Part 3 – Direct debit and regular investment option conditions of use

#### 3.1 Direct Debit Request

You may, at any time, authorise a third person (Debit User) to debit funds from your CMT account. The terms and conditions of the Debit User's authority will be set out in the Direct Debit Request and Direct Debit Request Service Agreement (or similar authority) that you complete with the Debit User.

We will accept an instruction from you to cancel a Direct Debit Request and will act on that instruction by promptly informing the appropriate parties. We will also take and promptly process any complaint by you that a debit to your CMT account was unauthorised or was otherwise irregular.

However, we suggest that you also contact the Debit User with your query, complaint or

cancellation instruction in accordance with the terms and conditions of the Direct Debit Request and Direct Debit Request Service Agreement.

If your CMT account is closed, we will be unable to continue processing direct debits to your CMT account and you should make alternative payment arrangements with the Debit User.

It is your responsibility to ensure that you have sufficient cleared funds in the CMT account to satisfy the debit payments to be made in accordance with all Direct Debit Requests you authorise.

### 3.2 Regular Investment Option

You may, at any time, authorise us to automatically debit funds from an external account to make regular savings into your CMT account. Your Regular Investment Option can be set up for a specific period (ie one-off/single payment, weekly, fortnightly, monthly, quarterly or annually) and may be continued indefinitely.

The terms and conditions of our authority will be set out in the BWA Cash Management Trust Form E – Regular Investment Option.

It is your responsibility to ensure that the authorisation of the Regular Investment Option form is identical to the account signing instruction held by the financial institution of the nominated account.

We will accept a written instruction (note you must give seven days notice) to cancel a Regular Investment Option and will act on that instruction by promptly informing the appropriate parties.

Sufficient cleared funds must be held in the external account to satisfy the debit payments to be made in accordance with all authorised requests.

If a Regular Investment Option payment request is returned unpaid we may charge you a fee for each unpaid item.

### Part 4 – Debit cards conditions of use

#### 4.1 About these conditions

Part 4 (together with Parts 7, 8, 9 and 10) of these Access Facilities – Conditions of Use applies to all transactions involving the use of a debit card and PIN at EFT terminals to access your CMT account.

#### 4.2 All debit cards remain Bankwest's property

All debit cards remain Bankwest's property at all times. You agree to return all debit cards to us:

- on request by us or Bankwest
- when you close your CMT account, or
- when electronic access to your CMT account has been cancelled in accordance with Part 9.

## 5 Other information you need to know

### 4.3 Additional cardholder

You may request us in writing to issue a debit card and PIN to an additional debit cardholder.

The relevant provisions of these Access Facilities – Conditions of Use apply to the additional debit cardholder's use of the debit card and PIN to access your CMT account.

You are responsible for informing the additional debit cardholder how to use the debit card and PIN. We suggest that you provide the additional debit cardholder with a copy of this PDS.

You and not the additional debit cardholder will be liable for all transactions made by the additional debit cardholder on your CMT account using the debit card and PIN until the additional debit cardholder's authority is cancelled. An additional debit cardholder's authority is cancelled only when:

- we have received your request to cancel that person's debit card, and
- that debit card has been returned to us for cancellation, or we are satisfied either that the debit card has been destroyed or that you have taken all reasonable steps to procure its return to us or to Bankwest.

The additional debit cardholder is not our customer, you are. We therefore cannot direct the additional debit cardholder to return their debit card. It is your responsibility to ensure that the additional debit cardholder's debit card is returned to us or to Bankwest.

You consent to the additional debit cardholder having access to information about your CMT account balance, payments, purchases and cash withdrawals.

### 4.4 Use of the debit card

The debit card is valid only for the period (if any) indicated on it. The debit card must be signed as soon as it is received. The debit card must be destroyed by cutting it in half diagonally when it has expired or otherwise ceased to be valid.

### 4.5 Types of transactions that can be made

The following transactions may be performed by using the debit card and PIN to access a CMT account:

- withdrawals
- purchases
- transfers
- obtaining the CMT account balance
- requesting a statement, and
- requesting a cheque book.

It may not be possible to carry out the applicable transactions above on all EFT terminals.

### 4.6 Where the debit card and PIN can be used

Users can use the debit card and PIN:

- at most ATMs or EFTPOS in Australia, and
- over the counter at Bankwest branches including applicable agents.

### 4.7 Daily transaction limits

#### → At ATMs

The minimum amount users can withdraw each day from Bankwest ATMs is \$20 or \$50 (depending on the ATM). A maximum daily transaction limit also applies. Users will be advised of this limit when their debit card is issued. The minimum and maximum cash withdrawal limits set by other financial institutions for their ATMs may vary.

#### → Over the counter

Users can withdraw cash from CMT accounts at any Bankwest branch up to the available balance.

#### → Bankwest agents and EFTPOS

The maximum aggregate amount that can be withdrawn daily from Bankwest agents and when making purchases from EFTPOS merchants using a debit card and PIN is the maximum daily transaction limit.

Merchants, Bankwest agents and other financial institutions may impose additional restrictions on the amount of funds that may be withdrawn, paid or transferred.

Deposits may not be accepted or may be limited to a maximum value by some of our agents.

### 4.8 Transactions needing authorisation

Transactions on CMT accounts may need to be authorised by us. We may decline to authorise a transaction if:

- there are insufficient funds in a CMT account, or
- there is good reason to do so (including security reasons).

### 4.9 Transactions at EFT terminals

When a user makes an EFT transaction at an EFT terminal using the debit card and PIN, you authorise us to act on the instructions entered into the EFT terminal. Users should make sure that the correct details are entered into the EFT terminal before authorising a transaction and that the completed transaction is in accordance with those instructions. All vouchers and transaction records should be kept to help check statements.

EFT transactions may not be processed to CMT accounts on the day they are made. Processing may take a number of days.

Transactions will be processed to your CMT account as soon as practicable after receipt.

You should observe the guidelines set out in Part 7 of these Access Facilities – Conditions of Use to ensure the security of your access method when transacting at an EFT terminal.

### 4.10 Use of a debit card at merchants, financial institutions or Bankwest agents

To the extent permitted by law we do not accept responsibility for the actions of a merchant, financial institution, or our or Bankwest's agent who:

- refuses to honour a debit card, or
- imposes limits or conditions on use of a debit card.

Debit card promotional material and material promoting EFTPOS displayed on premises of Bankwest, merchants, financial institutions and our agents is not a warranty by us that debit card and EFTPOS facilities are available or that goods and services may be purchased using the debit card.

Unless required by law we will not be liable for goods or services supplied using a debit card. Users must take up any complaints or concerns directly with the merchant and any refund is a matter between the user and the merchant.

We have no control over and take no responsibility for the hours a merchant, financial institution or our agents or Bankwest agents may be open for business. Times when an EFT terminal is available will depend on the opening hours of the relevant merchant, financial institution or agent.

## Part 5 – Phone Access and Online Access conditions of use

### 5.1 About these conditions

Part 5 (together with Parts 6, 7, 8, 9 and 10) of these Access Facilities – Conditions of Use applies to all transactions involving the use of Phone Access and Online Access to your CMT account. We provide Phone Access to you via Bankwest's Phone Banking system and Online Access to you via Bankwest Online Banking.

### 5.2 What is Phone Banking?

Phone Access to your CMT account is provided to us by Bankwest's Phone Banking system, which enables a user to make enquiries and effect transactions using a PAN and secure code and a tone telephone or mobile phone on CMT accounts.

Phone Access is only available for CMT accounts that you hold with us and will not provide any access to accounts that you may hold with Bankwest.

Users must use a tone telephone or mobile phone excluding an analogue mobile phone as the tone message may be scanned and the PAN and secure code intercepted.

### 5.3 What can you do via the Phone Banking service?

Users can:

- obtain the balance of a CMT account
- transfer funds between CMT accounts in their name
- make payments through the BPAY scheme
- postdate funds transfers and bill payments up to 90 days in advance

- enquire on CMT account transactions
- order a statement on a CMT account
- order a cheque book
- order an interest statement for taxation purposes, and
- change a secure code.

#### 5.4 How to use the Phone Banking service

To be able to use Phone Banking a user must obtain a PAN and secure code which will be advised to users separately.

To use Phone Banking users must:

- call 1300 663 117 for the cost of a local call Australia wide; calls from mobile phones and overseas are charged at the applicable rate
- select the Phone Banking option
- enter their PAN using the telephone keypad
- enter their secure code using the telephone keypad, and
- follow the instructions given.

#### 5.5 What is Bankwest Online Banking?

Online Access to your CMT account is provided to us by Bankwest Online Banking. Bankwest Online Banking is a service which enables a user to make enquiries and effect transactions over the Internet on CMT accounts using a PAN and secure code on a computer with Internet access and approved Internet browser software. Online Access is only available for CMT accounts that you hold with us and will not provide any access to accounts that you may hold with Bankwest.

#### 5.6 What can you do via Bankwest Online Banking?

Users can:

- obtain the balance of a CMT account
- transfer funds between CMT accounts
- transfer funds through the Pay AnyBody scheme to another person's account held with us or an account held with Bankwest or another financial institution (excluding a credit card account)
- make bill payments and receive or access bills electronically through the BPAY scheme
- postdate funds transfers and bill payments
- enquire on CMT account transactions
- order a statement on a CMT account
- order a cheque book
- order an interest statement for taxation purposes, and
- change a secure code.

#### 5.7 How to use Bankwest Online Banking

To be able to use Bankwest Online Banking a user must obtain a PAN and secure code or security token, which will be advised to users separately.

Upon receipt of their PAN and secure code users should visit the website ([www.bwami.com.au](http://www.bwami.com.au)) to log on and obtain Online Access.

When CMT account holders without a security token log on to Bankwest Online Banking for the first time they will be required to change their secure code to an alphanumeric code of 6-10 characters with at least one letter and one number. CMT account holders with a security token logging on for the first time will be required to choose a token PIN.

#### 5.8 Internet security and privacy

Users of Bankwest Online Banking must ensure that they take all reasonable steps to protect the security of their computer hardware and software, any security token issued to them and their secure code. This includes, but is not limited to ensuring:

- that, if and when the secure code is changed, the numbers and letters which are chosen cannot be easily identified (eg it has no obvious pattern (patterns such as 12345A, 11111A and ABCDEF1 are too obvious) and has no connection with the user (such as a birthday, telephone number, car registration, postcode or the PIN the user used with a card
- their computer is free of viruses
- their computer is not left unattended while they are logged on to Bankwest Online Banking
- their computer is free of any form of password (or secure code) recording program or mechanism, and
- that they shut down all windows of the Internet browser used to gain access to Bankwest Online Banking and that the 'back' function or similar function cannot be used to trace their activities.

The security guidelines in this subclause provide examples of security measures only and will not determine your liability for any losses resulting from unauthorised transactions. Liability for unauthorised transactions will be determined in accordance with Part 8 of the Access Facilities – Conditions of Use.

#### 5.9 Access/Restriction of access to services

Phone Access and/or Online Access may not be accessible in all parts of Australia depending on communications infrastructure availability.

We will try (without any legal obligation) to provide the Phone Access and Online Access services on a 24 hour continuous basis. However, circumstances may not always make this possible, such as the quality of telephone lines, the type of telephone or telephone exchange.

If Phone Access and/or Online Access is unavailable, please advise us. Should Phone Access or Online Access be unavailable, users of these services should ensure they have adequate contingency plans in place to effect transactions and obtain account information.

Phone Access and/or Online Access transactions (except BPAY and Pay AnyBody transactions), which are made on a business day up to 6.00pm WST, should be processed that day.

The transactions which are made on a non-business day (except BPAY and Pay AnyBody transactions) or after 6.00pm WST on a business day should be processed on the next business day.

#### 5.10 CMT accounts

You may nominate a maximum of 12 CMT accounts per PAN.

You must be authorised to operate each CMT account alone (ie your own account, or a joint account which you are authorised to operate alone).

You may nominate a maximum of 12 BPAY billers per PAN on your frequent biller list via Phone Access. You will be able to pay other BPAY billers by manually keying in their full details.

You may nominate a maximum of 500 BPAY billers per PAN on your frequent billers list via Online Access. The first 12 BPAY billers stored in your frequent billers list will also be available to you via Phone Access. You will be able to pay BPAY billers other than those on your frequent billers list, by manually keying in their full details.

#### 5.11 Limits

At our discretion we may impose and/or vary minimum and/or maximum limits on the amounts which you may transfer from your CMT account using Phone Access and/or Online Access. We will notify you of these limits if and when they apply.

#### 5.12 Other matters

We shall issue a receipt number for each funds transfer (including a Pay AnyBody transfer) or BPAY payment instruction received via Phone Access or Online Access.

When we have instructions for more than one transfer or BPAY payment from a CMT account we may determine the order of priority in which the transfers or payments are made.

You must ensure that your CMT account from which a transfer or BPAY payment is to be made has sufficient available funds to enable the transaction to be performed by us.

If a funds transfer or BPAY payment is scheduled for a future stipulated date, it will only be effected on that date if sufficient cleared funds are available in your CMT account by 11.30pm WST on the business day prior to the scheduled transfer date and the funds transfer or BPAY payment will not cause you to exceed any limit we impose in

## 5 Other information you need to know

accordance with clause 5.11, your daily Pay AnyBody transfer limit under clause 6.2 or your daily BPAY payment limit under clause 6.3, as relevant.

We do not guarantee to give effect to any payment instruction received via Phone Access or Online Access. We may delay and/or refuse to give effect to any Phone Access or Online Access instruction without notifying you. Instructions will not be processed:

- when the Access Facilities – Conditions of Use of the CMT account prohibit the payment(s)
- when the CMT account has insufficient available funds to cover the intended payment(s), or
- when the Pay AnyBody transfer or BPAY payment will cause you to exceed your daily Pay AnyBody transfer or daily BPAY payment limit.

### 5.13 Authorised users

If you (eg an individual, company, partnership or unincorporated association) have authorised a signatory to operate a CMT account and to do so alone (not jointly), that signatory may, if you request it and we agree, have Phone Access and/or Online Access to that CMT account with that authorised signatory's own PAN and secure code.

The relevant provisions of these Access Facilities – Conditions of Use apply to any authorised signatory's access to the CMT account and you will be liable for all transactions made by any authorised signatory until that signatory's authority is cancelled.

## Part 6 – Pay AnyBody and BPAY conditions of use

### 6.1 About these conditions

Part 6 (together with Parts 5, 7, 8, 9 and 10) of these Access Facilities – Conditions of Use applies to all transactions involving the use of:

- Bankwest's Pay AnyBody Service available via Online Access, or
- the BPAY service via Phone Access or Online Access.

These Pay AnyBody and BPAY Conditions of Use operate in conjunction with the Conditions of Use applicable to Phone Access and Online Access (see Part 5) and to your CMT account accessed using these services. The Pay AnyBody and BPAY Conditions of Use prevail to the extent of any inconsistency.

### 6.2 About Pay AnyBody

Pay AnyBody is a service which allows a user to transfer funds from a CMT account to:

- another person's account (excluding a credit card account) held with us or an account with Bankwest or another financial institution (excluding a credit card account), or
- another account (excluding a credit card account) held by you with Bankwest or another financial institution.

The maximum aggregate amount of Pay AnyBody transfers you may instruct us to make on any business day is your daily Pay AnyBody payment limit. A limit may be selected by you, but it must be:

- \$1,500 or \$5,000, if you use a PAN issued in a personal name, or other amount determined by Bankwest and agreed by you.

You may at any time change your daily Pay AnyBody payment limit to one of the above permitted amounts. You can do this by contacting us on 1300 663 117.

The following information must be given to us to make a Pay AnyBody transfer in respect of the account to which the funds are to be transferred:

- the BSB number
- the account number
- the account name, and
- a description of the transaction.

See clause 6.4 about accuracy of information.

### 6.3 About BPAY

Our agent, Bankwest, is a member of the BPAY scheme. We will tell you if Bankwest ceases to be a member of the BPAY scheme.

All bill payments that are made through Phone Access and Online Access are processed through the BPAY scheme. Bills which may be paid through the scheme display the BPAY logo and biller reference details. The bill will also record the type of accounts the biller will accept payment from (eg cheque, savings or credit card).

The maximum aggregate amount of BPAY payments you may instruct us to make on any business day is \$5,000, if you use a PAN issued in a personal name, or other amount determined by Bankwest and agreed by you. This aggregate amount will be your daily BPAY payment limit.

The following information must be given to Bankwest to make a BPAY payment:

- the biller code
- the biller customer reference number
- the amount to pay
- a date if the payment is to be postdated, and
- the CMT account to be debited for the payment.

### 6.4 BPAY View

You may use BPAY View to receive or access bills electronically from participating billers nominated by you. You can access a bill using Online Access.

You need to register in order to use BPAY View. Call us on 1300 663 117 to find out how to register or register online using Online Access.

If you register with BPAY View, you agree to our disclosing to billers nominated by you such of your personal information (eg your name, email address and the fact that you are our customer) as is necessary to enable billers to verify that you can receive bills and statements electronically using BPAY View (or telling them if you cease to do so).

You also agree to our disclosing to billers nominated by you, if any of the following events occur:

- if you or a biller de-register from BPAY View
- if we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement
- if your email address is incorrect or cannot be found and your email is returned to us undelivered
- if we are aware that you are unable to use Online Access or access your email or a link to a bill or statement for any reason, or
- if any function necessary to facilitate BPAY View malfunctions or is not available for any reason for longer than the period specified by the applicable biller.

You agree to us or a biller (as appropriate) collecting data about whether you access your emails, Online Access and any link to a bill or statement.

You agree to receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a biller to give you bills and statements.

You may receive paper bills and statements from a biller instead of electronic bills and statements:

- at your request to a biller (a fee may be charged by the applicable biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form)
- if you or a biller de-register from BPAY View
- if we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement
- if your email address is incorrect or cannot be found and your email is returned to us undelivered

- if we are aware that you are unable to use Online Access or access your email or a link to a bill or statement for any reason, or
- if any function necessary to facilitate BPAY View malfunctions or is not available for any reason for longer than the period specified by the applicable biller.

You agree that when using BPAY View:

- if you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you when we receive confirmation that your server has received the email notification, whether or not you choose to access your email and at the email address nominated by you
- if you receive notification via Online Access without an email then that bill or statement is received by you when a notification is posted within Online Access, whether or not you choose to use Online Access
- bills and statements delivered to you remain accessible through Online Access for the period determined by the biller up to a maximum of 18 months, after which they will be deleted, whether paid or not, and
- you will contact the biller directly if you have any queries in relation to bills or statements.

You must:

- check your emails or use Online Access at least weekly
- tell us if your contact details (including email address) change
- tell us if you are unable to use Online Access or access your email or a link to a bill or statement for any reason, and
- ensure your mailbox can receive email notifications (eg it has sufficient storage space available).

Where you have successfully registered with BPAY View, a BPAY View billing error occurs when:

- there is a failure to give you a bill (other than because you failed to view an available bill)
- there is a failure to give you a bill on time (other than because you failed to view an available bill on time)
- a bill is given to the wrong person, or
- a bill is given with incorrect details.

Where your BPAY View de-registration has failed for any reason, a BPAY View billing error occurs when you are given a bill if you have unsuccessfully attempted to de-register from BPAY View.

You agree that if a BPAY View billing error occurs:

- you must immediately upon becoming aware of the billing error take all reasonable steps to minimise any loss or damage caused by the billing error, including contacting the applicable biller and obtaining a correct copy of the bill, and
- the party who caused the error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable biller due to any consequential late payment and as a result of the billing error.

You agree that you are responsible for a BPAY View billing error, if the billing error occurs as a result of an act or omission by you or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in BPAY View.

### 6.5 When instructions cannot be processed

We are not obliged to effect a Pay AnyBody transfer nor a BPAY payment instruction if the information given is incomplete and/or inaccurate, there is a technical failure which prevents us from processing the transfer, there are insufficient cleared funds in the CMT account from which the debit is to be made, or the transfer or payment will cause you to exceed your daily payment limit.

### 6.6 Postdated transfers and payments

A BPAY or Pay AnyBody payment may be requested for a date in the future. However, we will only make the transfer or payment if sufficient cleared funds are available in the CMT account from which the transfer or payment is to be made by 11.30pm WST on the business day prior to the scheduled transfer or payment date and the transfer or payment will not cause you to exceed your daily payment limit on the date stipulated for the transfer or payment to be made. If the date stipulated is not a business day, we will make the transfer or payment on the next business day.

A future-dated Pay AnyBody transfer or BPAY payment instruction may be altered or cancelled before its stipulated date provided the instruction to alter or cancel the transfer or payment is given:

- for Pay AnyBody, before 11.30pm WST
- for BPAY, before 4.00pm WST

on the business day immediately prior to the stipulated date.

### 6.7 Cancelling a transfer or payment

We are not obliged to cancel a Pay AnyBody transfer once we have accepted the instruction to make it.

Except for postdated payments (see clause 6.5) we will not accept an order to stop a BPAY payment once we have been instructed to make it.

### 6.8 Mistakes as to the amount of a transfer or payment

Users must be careful to tell us the correct amount to be transferred or paid.

If the amount we were instructed to transfer was greater than the amount intended you must contact:

- for Pay AnyBody transfers, the other person or the other financial institution
- for BPAY payments, the biller

to obtain a refund of the excess.

If the amount we were instructed to transfer was less than the amount needed to be paid, another Pay AnyBody transfer or BPAY payment should be made for the difference between the amount actually transferred or paid and the amount intended to be transferred or paid.

### 6.9 Processing Pay AnyBody transfers and BPAY payments

Our cut-off time for a transfer or payment to be effected on the same day to another account with us or Bankwest is:

- for Pay AnyBody transfers, 2.00pm WST
- for BPAY payments, 4.00pm WST.

Generally, a Pay AnyBody transfer or BPAY payment will be treated as received by Bankwest or another financial institution or biller:

- on the date we are told to make that transfer or payment, if the instruction is received before the cut-off time on a business day, or
- on the next business day, if the instruction is received on a non-business day, or after the cut-off time on a business day.

A delay may occur in processing a Pay AnyBody transfer or BPAY payment where:

- there is a public holiday on the day or the day we are told to make a transfer or payment, or
- Bankwest, another financial institution or a biller participating in the Pay AnyBody scheme or in the BPAY scheme does not comply with its obligations under the scheme.

While it is expected that any such delay will not continue for more than one business day, it may continue for a longer period.

If we are advised that a Pay AnyBody transfer or BPAY payment cannot be processed by Bankwest or another financial institution or biller, we will:

- advise you of this
- credit your account with the amount of the transfer or payment, and
- take all reasonable steps to assist in making the transfer or payment as quickly as possible.

## 5 Other information you need to know

### 6.10 Liability for unauthorised transactions and fraud

Your liability for unauthorised and fraudulent transactions will be determined in accordance with Part 8.

### 6.11 Liability for mistaken transfers and payments

If a Pay AnyBody transfer or BPAY payment is made to a person or for an amount, which is not in accordance with the instructions (if any) given to us, and your account was debited for the amount of that transfer or payment, we will credit that amount to your account.

However, if you are responsible for a mistake resulting in that transfer or payment and following your request, we cannot recover the amount of that payment from the person who received it, you must pay us that amount.

### 6.12 Additional provisions for BPAY payments

The following additional provisions apply to BPAY payments:

- we may charge a reasonable fee to recover any expenses we incur in order to correct errors on your accounts due to incorrect BPAY instructions
- you acknowledge that the receipt by a biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that biller
- you should check your CMT account carefully and promptly report to us, as soon as you become aware of them, any BPAY payments that you think are errors or are BPAY payments that you did not authorise.

**Please note:** The longer the delay between the date of your BPAY payment and when you tell us of the error, the more difficult it may be to correct the error. For example, we or your biller may not have sufficient records or information available to us to investigate the error. If this is the case, you may need to demonstrate that an error has occurred, based on your own records, or liaise directly with the biller to correct the error; and if you tell us that a BPAY payment made from your account is unauthorised, you must give us your written consent addressed to the biller who received that BPAY payment, consenting to us obtaining from the biller information about your account with that biller or the BPAY payment, including your biller reference number and such information as we may reasonably require to investigate the BPAY payment. If you do not give us that consent, the biller may not be permitted under law to disclose the information needed to investigate or rectify that BPAY payment.

Subject to Part 8 of the Access Facilities – Conditions of Use:

- we and Bankwest are not liable for any consequential loss or damage you may suffer as a result of using the BPAY scheme, other than due to any loss or damage you suffer due to our negligence or Bankwest's negligence (as the case may be), or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent, and
- you indemnify us and Bankwest against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:
  - did not observe any of your obligations under, or
  - acted negligently or fraudulently in connection with,

this Part 6 in connection with using the BPAY scheme.

### Part 7 – Security of access methods

#### 7.1 Users must protect relevant access methods

Users must protect relevant access methods to prevent unauthorised access to their CMT account. Users must take care to ensure that access methods are not misused, lost or stolen and that secret codes do not become known to anyone else.

#### 7.2 Guidelines

This clause contains guidelines which should be followed by users to guard against unauthorised use of an access method.

These guidelines provide examples only of security measures and will not determine your liability for any losses resulting from any unauthorised transactions. Liability for unauthorised transactions will be determined in accordance with Part 8 of these Access Facilities – Conditions of Use.

To protect the debit card:

- sign the debit card as soon as it is received
- carry the debit card whenever possible
- always keep the debit card in a safe, secure place and check regularly to ensure it has not been lost or stolen
- never lend the debit card to anybody, and
- when the transaction is complete remember to take the debit card and transaction receipt.

To protect the debit card details:

- do not give or tell the debit card details to anyone, and
- use care to prevent anyone seeing the debit card details when entering them at electronic equipment.

To protect the secret code:

- memorise the secret code when it is received. Once memorised, destroy our notice of the secret code. If a user forgets the secret code they may apply to us for it to be reissued
- users should not select a secret code which represents a name, date, telephone number, car registration or anything else that could be associated with them
- users should not select a secret code which has an easily retrievable combination (such as repeated numbers or letters)
- never tell or show a secret code to anyone, including a family member, friend or persons in authority (such as a bank officer or police officer)
- do not record a secret code on the debit card and/or the security token
- do not record the secret code on anything which is kept with or near the debit card or security token without making a reasonable attempt to disguise the secret code
- do not record the secret code on a computer or telephone or related articles without making a reasonable attempt to disguise the secret code or prevent unauthorised access to the record
- do not keep the debit card and a secret code together (eg in a bag or wallet, in a car or in the same piece of furniture)
- do not keep a record of a secret code with any document containing the reference numbers for your CMT account or with other CMT account information such as statements or cheque books
- be ready to make the transaction when at electronic equipment
- be careful to prevent anyone else from seeing the secret code being entered at electronic equipment
- watch out for mirrors, security cameras or any means which enable other people to see the secret code being entered
- do not access Phone Banking or the Bankwest Online Banking website directly from a facility where the details you enter may be recorded by a third party (eg from a hotel telephone or a computer at an internet cafe), and
- if a user suspects that someone else may know their secret code or that an unauthorised person is using their secret code, they should contact us immediately to request the issue of a new secret code.

We do not consider the following to be reasonable attempts to disguise a secret code:

- recording the disguised secret code on the debit card or security token



- reversing the sequence of the secret code
- describing the disguised record as a secret code record
- disguising the secret code as a telephone number where no other numbers are recorded
- disguising the secret code as a telephone number, postcode, amount or date with the secret code in its correct sequence within the number
- disguising the secret code using alphabetical characters (ie A=1, B=2, C=3, etc.) or disguising the secret code in any other easily understood code, or
- recording the secret code as a series of numbers or letters with any of them marked to indicate the secret code.

You must not use any other forms of disguise which are similarly unsuitable, as this may allow another person to easily work out the secret code.

To protect the security token:

- carry the security token whenever possible
- always keep the security token in a safe, secure place and check regularly to ensure it has not been lost or stolen
- do not record account numbers, PANs or secret code details on the security token
- do not drop the security token or expose it to high heat, water or attempt to disassemble it
- do not keep the security token with any document containing the reference numbers for nominated accounts or with other account information such as statements or cheque books, and
- do not lend the security token to anyone, or permit anyone to use the security token.

### 7.3 Reporting loss, theft or unauthorised use of a debit card, or security token, or breach of security of a secret code

If a debit card or security token is lost, stolen or used without authorisation or a secret code becomes known to someone else, you or any additional debit cardholder must immediately notify us by telephoning 1300 663 117.

When notified, we will acknowledge receipt of the notification by giving the user a notification number. This should be kept as proof of the date and time of the report.

If for any reason the telephone facility is unavailable and this prevents notification, you will not be liable for any unauthorised transaction which could have been prevented during this period if the telephone facility had been available, provided we are notified within a reasonable time of the telephone facility becoming available again.

## Part 8 – Liability for unauthorised EFT transactions

### 8.1 Application of this Part

This Part deals with liability for EFT transactions which are carried out without the knowledge and consent of a user.

### 8.2 Authorised transactions

You are liable for all EFT transactions carried out in respect of your CMT account with the knowledge and consent of a user.

### 8.3 When you are not liable

You will not be liable for losses in respect of a CMT account caused by an unauthorised EFT transaction:

- resulting from unauthorised use of a debit card, security token or secret code before the user has received the debit card, security token or secret code which forms part of their access method
- after we receive notification that a debit card or security token has been misused, lost, stolen, or the secret code has become known to someone else
- relating to any component of an access method that is forged, faulty, expired or cancelled
- caused by the fraudulent or negligent conduct of employees or agents of:
  - us
  - any organisation involved in the provision of the EFT system
  - any merchant
- where it is clear that the user has not contributed to the loss, or
- caused by the same transaction being incorrectly debited more than once to the same account.

### 8.4 When you are liable

Where we prove on the balance of probabilities that the user has contributed to losses in respect of a CMT account resulting from an unauthorised EFT transaction by:

- the user's fraud
- (in all cases except where the unauthorised EFT transaction was made using Online Access and the user has been issued with a security token) voluntarily disclosing the secret code to anyone, including a family member or friend
- (where the unauthorised EFT transaction was made using Online Access and the user has been issued with a security token) voluntarily disclosing the token PIN and showing the security token or otherwise disclosing the token code to anyone, including a family member or friend
- (where the unauthorised EFT transaction was made using Online Access and the user has been issued with a security token), either voluntarily disclosing the token PIN, or showing the security token (or otherwise disclosing the token

code), to anyone, including a family member or friend, where this disclosure is more than 50% responsible for the losses when all contributing causes are assessed together

- (in all cases except where the unauthorised EFT transaction was made using Bankwest Online Banking and the user has been issued with a security token), indicating a secret code on the card, or keeping a record of a secret code (without making any reasonable attempt to protect the security of the code record) on the one article, or on several articles, carried with the card or liable to loss or theft simultaneously with the card
- (where the unauthorised EFT transaction was made using Bankwest Online Banking and the user has been issued with a security token) indicating the token PIN on the security token, or keeping a record of the token PIN (without making any reasonable attempt to protect the security of the record) on the one article, or on several articles, carried with the security token or liable to loss or theft simultaneously with the security token
- where the access method comprises a secret code without a card or security token, keeping a record of a secret code (without making any reasonable attempt to protect the security of the code record) on the one article, or on several articles liable to be lost or stolen simultaneously
- when changing a secret code, selecting a secret code which represents the user's birth date or a recognisable part of the user's name, or
- acting with extreme carelessness in failing to protect the security of all secret codes,

you will be liable for the losses which occur before we are notified of the unauthorised use, loss or theft of the debit card or security token, or breach of the security of the secret code,

or by:

- unreasonably delaying notifying us of the unauthorised use, theft or loss of the card or security token, or that the secret code has become known to someone else,

you will be liable for the losses which occur between when the user became aware of the loss, theft or unauthorised use (or should reasonably have become aware in the case of a lost or stolen card or security token) and when we were actually notified.

In all cases you will not be liable for:

- that portion of the loss incurred on any one day which exceeds any applicable daily transaction limits
- that portion of the loss incurred in a period which exceeds any other periodic transaction limit applicable to that period

## 5 Other information you need to know

- that portion of the loss on a CMT account which exceeds the balance of that CMT account, and
- losses incurred on any CMT account, which you had not agreed with us could be accessed using the access method.

### 8.5 When your liability is limited

Where a secret code was required to perform the unauthorised EFT transaction and clause 8.3 does not apply, your liability for any loss in respect of a CMT account arising from an unauthorised EFT transaction, if the loss occurs before you notify us of the unauthorised use, loss or theft of the debit card or security token, or the secret code becoming known to someone else, is the lesser of:

- \$150
- the balance of your CMT account, or
- the actual loss at the time we or Bankwest are notified of the misuse, loss or theft of the debit card or the secret code becoming known to someone else (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your access method or CMT account).

### 8.6 When the electronic banking system or EFT terminal breaks down

In the event of a terminal malfunction or breakdown, manual procedures may be available by using the debit card and a signature authorisation procedure. Your liability for any transaction requiring signature authorisation will be determined in accordance with the Access Facilities – Conditions of Use applying to your CMT account.

You will not be responsible for any loss you suffer because our or Bankwest's systems or equipment accepted a user's instructions but failed to complete the transaction.

If our or Bankwest's systems or equipment malfunction and the user should have been aware that the system or equipment was unavailable for use or malfunctioning, we will only be responsible for correcting errors in your CMT account and refunding any charges or fees imposed on you as a result.

### Part 9 – Cancelling of electronic access method

We may withdraw or deny access to an access facility at any time without prior notice, for any reason, including (but not limited to):

- suspected fraudulent use
- unsatisfactory CMT account operation
- non-compliance with these Access Facilities – Conditions of Use.

We may suspend Phone Access or Online Access to your CMT account at any time without notice if we consider a security issue has arisen which requires further investigation.

You may end your use of an access facility or cancel a user's electronic access to your CMT account at any time by contacting us. When electronic access to your CMT account has been cancelled by you, Bankwest or us, you must (if relevant):

- halt the use of any debit card or security token
- ensure that all debit cards are returned to us, cut in half diagonally or otherwise satisfy us that they have been destroyed, and
- ensure that any security token is returned to us undamaged.

### Part 10 – Procedures for handling errors and disputed transactions

#### 10.1 How to contact us

If you believe an EFT transaction is wrong or unauthorised or you think there is something wrong with an entry on a CMT account statement you must tell us immediately by:

- telephoning us, or
- writing to us and referring to the CMT account statement containing the suspected error.

We will advise you of the steps you must take so we can investigate the matter.

You must give us full details of the transaction you are querying.

#### 10.2 Investigations

We will notify you of the name and contact number of the officer investigating your dispute.

If we are unable to resolve the matter immediately to your and our satisfaction we shall advise you in writing of the procedures for further investigation and handling of your complaint.

Within 14 days of receiving your complaint, we will advise you in writing of either:

- the outcome of our investigation, or
- the fact that more time is needed to complete the investigation.

The investigation will be completed within 45 days of receipt of your complaint, unless there are exceptional circumstances. In such circumstances, we will write to you and let you know the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where a response from you is awaited and you have been advised that it is required.

#### 10.3 Outcome

On completion of the investigation we shall advise you in writing of the outcome and the reasons for the decision with reference to the relevant provisions of these Access Facilities – Conditions of Use.

If we decide that your CMT account has been incorrectly debited or credited it will be adjusted accordingly (including any income and fees) and you will be notified in writing of the amount of the adjustment.

If we decide that you are liable for all or part of the disputed transaction, you will be supplied with copies of any document or other evidence on which this finding is based, if these show that your CMT account has not been incorrectly charged or credited.

We will also advise you if there was any system or equipment malfunction at the time of the transaction.

#### 10.4 If you are not satisfied with the result

If you are not satisfied with the findings of the investigation you may request a review by senior management. When advised of senior management's decision you will also be advised of further action you may take in respect of your complaint if you are not satisfied with that decision. For instance, you will be able to refer the matter (free of charge) to:

The Financial Ombudsman Service  
GPO Box 3  
Melbourne VIC 3001

Phone: 1300 780 808  
Fax: (03) 9613 6399  
Website: [www.fos.org.au](http://www.fos.org.au)

You may also be able to refer your complaint to ASIC, consumer affairs departments or small claims tribunals.

#### 10.5 If we fail to comply with these procedures

If we fail to observe the procedures set out in this clause for handling disputes, allocating liability or communicating the reasons for the decision and that failure contributes to the decision or delays the resolution of your complaint, we may be liable for part or all of the amount of the disputed transaction.

### Part 11 – Authorising a Third Party to access your CMT account

#### 11.1 Authorisation

You may authorise any company, firm or person to access and/or withdraw from your CMT account.

There are four types of authority that can be established:

- Enquiry Access
- Fee Payment Authority
- General Withdrawal Authority, and
- Full Authorised Signatory.

The rights and obligations attached to each type of authority are described below:

### 11.2 General conditions which apply to all Third Party Authorities

Only you may appoint a Third Party to access or withdraw from your CMT account, in which case, you will be bound by their transactions and instructions to us in the same way as if you had performed them yourself.

Withdrawals may be made for any amount and may be made at any time. Where a future date is specified for a withdrawal, we may decline any other withdrawal request if there would be insufficient funds in your CMT account to cover the future dated payment and those other withdrawal requests.

If you appoint a Third Party to withdraw from your CMT account, they will also automatically have the ability to enquire on your CMT account.

You indemnify us against all losses, liabilities and costs incurred directly or indirectly:

- as a result of the appointment of a Third Party, and
- in connection with any action by a Third Party under their appointment or any payment made from your CMT account on their instruction (including any instruction that exceeds their authority).

You release us from claims and liabilities in connection with any act or omission relating to the appointment of a Third Party to your CMT account.

However, we remain liable for any losses, liabilities and costs which by operation of law we cannot exclude.

The Third Party Authority takes effect on the date when we amend our records to note the appointment of the change and continues until cancelled. You can cancel this authority by telling us in writing but cancellation also takes effect only from the date when we amend our records to note the change.

Third Parties may not set up Regular Investment Options on your CMT account. Third Parties cannot give other Third Parties access or authority on your account, other than persons nominated by the Adviser Firm.

We may cancel the appointment of a Third Party as an authority on your CMT account by telling you in writing, for any reason, including (but not limited to):

- suspected fraud, or
- non-compliance with these Access Facilities – Conditions of Use.

In the event of the death of the CMT account holder all Third Party Authorities will automatically terminate.

### 11.3 Third Party Authority to company or firm (such as Adviser Firm)

Where you give Third Party Authority to a company or firm (such as Adviser Firm):

- It will provide us with such details as we, from time to time, require in relation to the person(s) authorised to operate your CMT account under this authority, including identification and specimen signature(s).
- You acknowledge and agree that the company or firm and the people nominated by the company or firm can withdraw from your CMT account in accordance with the authority that you have given it.
- We will only act on withdrawal requests from the company or firm, if the person requesting the withdrawal has been nominated by it.
- The company or firm must advise us if any of the nominated person(s) no longer has authority. If we are not advised in writing then that person may still transact on your CMT account. You cannot claim that the person is not acting for you until we are advised in writing by the company or firm.

### 11.4 Conditions relating to each of the levels of authority

Enquiry Access:

- You authorise the Third Party to have access to information about your CMT account.
- You do not authorise the Third Party to make withdrawals from your CMT account, make any changes to your CMT account details, close your CMT account or enable use of your cheque book or debit card, should you have one.

Fee Payment Authority:

- You authorise the Third Party to have Enquiry Access and to make withdrawals from your CMT account for the purpose of paying their fees and regulatory fees.

General Withdrawal Authority:

- you authorise the Third Party to make payments and withdrawals in accordance with the terms set out under 'Fee Payment Authority' above, and
- in addition, you authorise the Third Party to make payments and withdrawals for any purpose including settlement or investment using online, electronic and telephone withdrawal services or by any other method agreed in writing by us
- you do not authorise the Third Party to make any changes to your CMT account details, close your account or enable use of your cheque book or debit card, should you have one, and
- your stockbroker or Adviser Firm has the right to place a hold on funds in your CMT account, for future payment purposes.

Full Authorised Signatory (individual persons):

- you authorise the Third Party to make payments and withdrawals in accordance with the terms set under 'General Withdrawal Authority' above, and
- in addition, this authority allows the Third Party to use the cheque book and/ or debit facility should you have one, change details on your account and close your CMT account. This does not allow the authorised signatory to appoint other authorised signatories to the account except to the extent permitted under clause 11.3.

## 5 Other information you need to know

### Definitions

access method	a method that we make available to users via Bankwest and Bankwest accepts as authority to act on an instruction given through electronic equipment. A reference to an access method includes a reference to each of its individual components and includes, but is not limited to, a debit card, debit card details, a secret token, a secret code or any combination of these. It does not include a method where a manual signature is the principal means of verifying the authority to give the instruction
additional debit cardholder	a person who has been authorised by you and approved by us to receive a debit card to access your CMT account
Adviser Firm	your adviser firm or stockbroker and its partners, officers, employees, and its nominated agents and service providers, as relevant
ASIC	Australian Securities and Investments Commission
ATM	an automatic teller machine
Bankwest	Bank of Western Australia Ltd ABN 22 050 494 454 AFSL 236872, 108 St Georges Terrace, Perth, Western Australia and includes its successors and assigns
Bank@Post	an electronic banking service offered by certain Australia Post outlets facilitating a variety of EFT transactions and acceptance of cash and/or cheque deposits
biller	an organisation which tells you that you can make bill payments to it through the BPAY scheme
BPAY payment	a payment to a biller through the BPAY scheme
BPAY Pty Ltd	BPAY Pty Limited ABN 69 079 137 518, GPO Box 3571, Sydney NSW 2001
BPAY scheme	a service which allows you to make BPAY payments electronically and receive or access bills electronically via BPAY View
BPAY View	an electronic service offered as part of the BPAY scheme which allows you to view bills from a nominated biller electronically
BSB	Bank, State, Branch number and is a unique identifier used for the purpose of directing payments
business day	any weekday in Australia other than a national public holiday
capital loss	any capital losses that may arise if any assets of the trust were realised
Cardlink Services Ltd	Cardlink Services Ltd ABN 60 003 311 644, Level 4, 3 Rider Boulevard, Rhodes NSW 2138
CMT account holder or Unitholder	the registered holder of a CMT account including successors and assigns
Corporations Act	Corporations Act 2001 (Cth)
debit card	a debit card issued by Bankwest as our agent for use at EFT terminals to access your CMT account
debit card details	the information printed on a debit card and includes, but is not limited to, the debit card number and expiry date
EFT	electronic funds transfer
EFT system	the shared system under which EFT transactions are processed
EFT terminal	any terminal connected to the electronic banking system and authorised by Bankwest for use with an access method to conduct an EFT transaction, including ATMs and EFTPOS
EFT transaction	an electronic funds transfer from or to your CMT account initiated by a user through electronic equipment using an access method
EFTPOS	an electronic funds transfer point of sale terminal
electronic equipment	includes, but is not limited to, a computer, television, telephone and an EFT terminal
merchant	a supplier of goods or services who has an EFT terminal
official cash rate	the official cash rate target determined and published by the Reserve Bank of Australia from time to time, in respect to the overnight money market interest rate and available from its website <a href="http://www.rba.gov.au">www.rba.gov.au</a>
PAN	a personal access number of up to 10 characters allocated to a user by Bankwest (as our agent) to identify the user for the purposes of Phone Access or Online Access

PIN	the personal identification number we allocate a user for use with a CMT account debit card
secret code	individually and collectively a user's PIN, token code, secure code and token PIN
secure code	the access method required by users, along with a PAN, to access Phone Banking or Bankwest Online Banking. For Phone Banking, the secure code is a four digit number. For Bankwest Online Banking, the secure code is an alphanumeric code of 6-10 characters or, for those users with a security token, a 10 digit code which is a combination of the token PIN and token code
security token	if we have provided one to the user, the physical device which generates a token code
Third Party	person, company, firm or Adviser Firm appointed by the CMT account holder to have access to their BWA CMT account
token code	a random six digit code generated by a security token. The security of a token code is breached if the security token is lost, stolen or allowed to be seen by a person other than the user
token PIN	the four digit code which is chosen by users who have been provided with a security token
trust	the BWA Cash Management Trust ARSN 110 965 761
unauthorised	without the knowledge or consent of a user
unitholder	a CMT account holder
user	a CMT account holder, a CMT account holder's authorised signatory(s) or Power of Attorney, in each case acting alone or authorised to operate the CMT account alone
website	<a href="http://www.bwami.com.au">www.bwami.com.au</a>
WST	Western Australian standard time
you	the holder of the CMT account and each of you if there is more than one CMT account holder. Any other grammatical form of the word 'you' has a corresponding meaning.

Unless otherwise required by the context, a singular word includes the plural and vice versa.

## 5 Other information you need to know

### Joint CMT accounts

Where your CMT account is in more than one name, you each agree that:

- joint holders are deemed to hold units as joint tenants (unless we agree otherwise)
- you will comply with the terms and conditions applying to the CMT account
- instructions in respect of the CMT account may only be given in accordance with the election made in the application form, except that access to the CMT account through Phone Access, Online Access or debit cards will only be available to a person who is authorised to operate the CMT account solely
- in the event of a death, we will treat the survivor(s) as the CMT account holder(s) unless we have agreed otherwise. An original certified copy of the death certificate will be required
- we can send notices, payments and other communications (including a notice of a change to the terms and conditions applying to the CMT account) by mailing them to any one of you and they will be taken to have been given to all of you, and
- this election may only be changed by written request of the CMT account holder(s).

### Trustees

If you open the CMT account as a trustee, you agree that:

- you represent and warrant that you have the power and authority to open and operate the CMT account
- you are the sole trustee or trustees of that trust
- no action has been taken to remove or replace you as trustee of that trust, and
- you have an unrestricted right to be fully indemnified out of that trust's assets in respect of any liability that you may incur as trustee.

If you are a solicitor, real estate agent or settlement agent and you open the CMT account as a trustee, you must authorise us to debit any fees to be charged in connection with the CMT account to another account acceptable to us.

### Powers of attorney

If a CMT account is to be opened by an attorney on your behalf, they must provide us with all requested documents and details.

If a CMT account is to be operated by an attorney, they must:

- complete and sign any documents we require, and
- provide us with any other documents or information we require.

If you appoint an attorney to open and/or operate your CMT account, you must ensure that your attorney complies with the terms and conditions of the CMT account. We will tell you how an attorney can operate the CMT account. Transactions performed by an attorney may be delayed until all required documents are received by us. You must notify us in writing if the power of attorney is revoked. If you appoint an attorney, any reference to 'you' in this document includes your attorney.

### Certificates issued by us

You agree that a certificate which has been signed and dated by an officer of the responsible entity, is sufficient evidence of any fact or matter stated in the certificate and unless the contrary is established, it is conclusive evidence.

### Closing your CMT account

You may close your CMT account at any time by written notice to us.

If the CMT account has a credit balance at the time that it is closed, that balance (adjusted for any unpaid income, fees, costs or provisions for capital loss that we have made) will be paid to you. Uncleared funds will not be available until they are cleared.

Upon closure of the CMT account, all liabilities owing to us in relation to the CMT account will become immediately due and payable.

### Tax File Number declaration

Providing us with your Tax File Number (TFN) is optional. If, however, you do not supply your TFN and you do not fall into one of the exemption categories below, we are required to deduct withholding tax from income paid to you, calculated at the highest personal tax rate plus Medicare Levy and forward the amount to the Australian Taxation Office.

You may provide your Australian Business Number (ABN) instead of your TFN where you are making this investment in the course or furtherance of a business.

### Tax File Number exemption

The following categories of persons are exempt from providing a TFN:

Exemption type	Category
Age Pension, Defence Service/Veteran's Pension or Disability Support Pension	1
Other pension (for example, Wife, Carer, Widow, Sole Parent, Special Benefit, Special Needs Pension or Rehabilitation Allowance)	2
Entity that is not required to lodge a tax return (for example, non-profit organisation)	3

If you are claiming an exemption from providing a TFN, please indicate your category of exemption where indicated on the application form.

### Non-residents

If you are a non-resident of Australia, non-resident withholding tax will be deducted where you have supplied us with your overseas country of residence. If we do not receive this, we will be required to deduct tax from income paid to you, calculated at the highest personal tax rate plus the Medicare Levy.

### Tax Identification Number (TIN)

If you are a non-resident investor, you may provide your TIN applicable for your country of residence. Withholding tax will be deducted from your income distributions, regardless of whether you have provided your TIN.

Australian investors are not required to provide a TIN.

There is a provision for you to provide your TIN on the application form. The collection of TINs is authorised, and privacy laws strictly regulate their use.

### Joint accounts

Where an account has two account holders, tax will be withheld from the total income paid to you unless both account holders provide their TFN, an exemption or non-resident details.

Where an account has more than two account holders, the following rules apply:

Scenario	Tax will be withheld from the total income paid to you, unless:
At least two of the account holders have a TFN	Two account holders provide their TFN
One of the account holders has a TFN	That TFN and exemption or non-resident details of another account holder are provided
None of the account holders has a TFN	At least two account holders provide an exemption or non-resident details

# Application form checklist and forms

**Send your completed application form and cheque (if required) to:  
BWA Cash Management Trust, GPO Box 2515, Perth WA 6001.**

To ensure that we are able to process your application quickly and efficiently, please:

- complete all relevant sections of the application form and sign it (including any authorised signatories)
- if you wish to have your initial investments directly debited from your Australian financial institution account, please complete the Regular Investment Option – Form E
- if you are investing by cheque, we require the cheque to be drawn using an Australian financial institution account
- if you are investing by cheque, please cross your cheque 'Not Negotiable' and make payable to:  
BWA Cash Management Trust + <your name>

## What do I need to complete?

Type of account	Instructions
Individuals/joint accounts	Please complete Form A on page 31. You or your adviser must also complete the identification and verification form on page 47 of this PDS so that we can establish your identity or the identity of other people associated with your account.
Australian companies	Please complete Form B on page 35. You or your adviser must also complete the identification and verification form on page 49 of this PDS so that we can establish your identity or the identity of other people associated with your account. We will perform the verification procedure, however, if we cannot access the information to complete the procedure, we may ask you to provide us with further information.
Registered managed investment schemes/regulated trusts (eg an SMSF or Government superannuation fund)	Please complete Form C on page 41. All Trust applicants (including Superannuation Funds, Family Trusts and Deceased Estates) are required to provide the documents listed in Section 8 of Form C – Trust Applicants. You or your adviser must also complete the identification and verification form on page 51 of this PDS so that we can establish your identity or the identity of other people associated with your account. We will perform the verification procedure, however, if we cannot access the information to complete the procedure, we may ask you to provide us with further information.
Partnerships, non-regulated trusts and other entity types	Please complete Form B on page 35 if you are a partnership or Form C on page 41 if you are a trust.. All Partnership or Unincorporated Body applicants are required to provide the documents listed in Section 7 of Form B – Business Applicants. Please note that further documentation for other business applicants may be requested in certain circumstances. You or your adviser must also complete the identification and verification form at the back of this PDS so that we can establish your identity or the identity of other people associated with your account.
Third Party access	Where you wish to appoint a Third Party to have access an operate your CMT account, you may do so by completing the Third Party Authority – Form D on page 57.
Power of Attorney	If the application is being signed under a power of attorney, please attach a certified copy of the power of attorney (no less than 10 days old) and a specimen signature of the attorney to the application form.
Verifying Officer	Alternatively, where a Company or Incorporated Body wishes to open the CMT account, the principal executive officer of the Company or Incorporated Body (or the person responsible for the administration of the CMT account) may nominate, in writing, a person to be the verifying officer in respect of the CMT account. The verifying officer must be an employee, agent or contractor of the account holder and must satisfy the individual identification requirements by completing the Identification and Verification form on page 47. The verifying officer may then identify all CMT account signatories (who are also employees, agents or contractors of the account holder) to the CMT account by providing a Certificate of Identity which: <ol style="list-style-type: none"> <li>1. states that the verifying officer is satisfied that the named signatories are authorised by the Company or Incorporated Body to be CMT account signatories</li> <li>2. bears specimen signatures of the verifying officer and all required CMT signatories</li> <li>3. is accompanied by copies of each signatory's photographic identification (ie a driver's licence or passport) certified by the verifying officer.</li> </ol> A Certificate of Identity form is available on our website or by contacting us on 1300 663 117.

## CMT account – identification requirements

We are required to ensure that identification requirements are satisfied for all CMT account signatories as well as providing the documentation set out in each application form.

All individuals required to be identified may be identified by completing the Identification and Verification form attached to this application form. Please ensure the necessary identification documents are taken with you when you visit your Adviser Firm or Australia Post outlet with Bank@Post.

Copies of identification documents provided to us by customers must be 'certified' by a person prescribed under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML/CTF Act) as being a true copy of the original document in line with the requirements of the AML/CTF Act. To assist you, further instructions can be found on the website (bwami.com.au) within the 'Forms' section.

## 6 Application form checklist and forms

### Additional information on setting up alternative account types

#### Superannuation fund or trust

Please insert the entity's name under 'Superannuation fund/trust'. We will also require information of the trustees. To supply this trustee information, please complete Applicant 1 and/or Applicant 2 if trustees are individuals. If the trustee is a company, please complete the 'Company name' field.

### Correspondence details

#### Residential address

We are required to collect the residential/street address for all CMT account holders and signatories. A PO Box is not sufficient.

#### Mailing address

You may provide a mailing address where correspondence is to be sent to an address other than the residential/street address of the applicant (or in the case of joint account applications, the residential address of applicant 1).

Where you do provide a mailing address, please be aware that all correspondence will be sent to this address including cheque books, debit card(s), secure code(s) and CMT account statements.

#### Duplicate statement mailing address

Where you want us to send a duplicate CMT account statement to another party, you may provide an additional statement mailing address.

#### Manner of operation

The manner of operation refers to how you wish your CMT account to be operated by those authorised to do so. Where you do not elect a manner of operation in the application form, we will default the manner of operation to 'All of us to sign'. If 'Any one of us to sign' is selected then each of you (including all persons appointed as an authorised signatory) will be able to transact on or otherwise operate your CMT account independently of the others.

Please note that if 'Any two of us to sign' or 'All of us to sign' is selected then Phone Access, Online Access and debit card facilities will not be made available. The manner of operation election may be changed at any time by written request signed by the CMT account holder(s).







**7. TAX FILE NUMBER/NON-RESIDENT DECLARATION/TAX IDENTIFICATION NUMBER**

Please provide the Tax File Number (TFN), Tax Identification Number (TIN), non-resident details or reason for exemption for each applicant:

**APPLICANT 1 TFN**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

If you are a non-resident for tax purposes, please provide your country of residence.

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Please tick (✓) exemption category if applicable. 1  2  3   
 Refer to page 28 of the PDS for TFN exemption categories.

**APPLICANT 2 TFN**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

If you are a non-resident for tax purposes, please provide your country of residence.

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Please tick (✓) exemption category if applicable. 1  2  3   
 Refer to page 28 of the PDS for TFN exemption categories.

**APPLICANT 1 TIN**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**APPLICANT 2 TIN**

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**8. DECLARATION**

I/We declare and agree that:

- I/We have received a copy of the PDS to which this application relates and have read, understood and agree to its terms.**
- I/We agree to be bound by the provisions of the Constitution of the BWA Cash Management Trust (the Trust) and this PDS (including the Access Facilities – Conditions of Use as amended and notified to us from time to time).
- All details provided in this application are true and correct.
- If I am/we are an individual or joint investor, I/we declare that I am/we are 18 years of age or older and I/we have the legal power to invest in accordance with the application.
- I/We have received and completed this application in Australia.
- I/We understand and acknowledge that investments in the Trust are not deposits with, or other liabilities of, Bankwest or the Bank and are subject to investment risk, including possible delays in repayment and loss of income or principal invested.
- I/We further acknowledge that neither Bankwest, the responsible entity or the Bank guarantees the performance of the Trust nor the repayment of capital from the Trust.
- If this application is signed under a power of attorney, the attorney declares that he/she has not received notice of revocation of that power.
- I/We agree that transaction confirmations may be provided in the manner stated on page 11 of the PDS.
- Unless I/we have indicated otherwise under section 6, I/we authorise the responsible entity and Bankwest to provide an Adviser Firm, whose details appear on this form (or any new Adviser Firm that I/we appoint) access to any personal or financial information related to my/our application or CMT account including copies of documents issued in relation to the CMT account (in addition to the powers the Adviser Firm may have as an authorised signatory).
- I/We acknowledge that I/we have read the pages of the PDS containing the information under the heading ‘How is your personal information dealt with?’. I am/We are aware that until I/we inform the responsible entity otherwise, I/we will be taken to have consented to all the uses and disclosures of my/our personal information (including marketing) contained under that heading.

The BWA Cash Management Trust is offered by Colonial First State Investments Limited ABN 98 002 348 352 AFS Licence 232468.

**Signature of applicant 1**

<b>X</b>
----------

Print name


Date

D	D	/	M	M	/	Y	Y	Y	Y
---	---	---	---	---	---	---	---	---	---

**Signature of applicant 2**

<b>X</b>
----------

Print name


Date

D	D	/	M	M	/	Y	Y	Y	Y
---	---	---	---	---	---	---	---	---	---





**3. COMPANY/BUSINESS ADDRESS DETAILS (CONTINUED)**

**Contact details\***

Contact name

Contact phone number

Contact email address

\*Please provide a contact name and contact phone number for the business entity in case we need to contact you.

**4. CMT ACCOUNT SIGNATORY DETAILS**

**CMT ACCOUNT SIGNATORY 1**

Mr  Mrs  Miss  Ms  Other

Given name(s)

Surname

Residential address (mandatory, a PO Box, RMB or C/- is not sufficient)

Suburb

State

Postcode

Country (leave blank if Australia)

Date of birth

Password (optional)

Occupation

Your main country of residence, if not Australia

Employer

Phone number

Email address

**CMT ACCOUNT SIGNATORY 2**

Mr  Mrs  Miss  Ms  Other

Given name(s)

Surname

Residential address (mandatory, a PO Box, RMB or C/- is not sufficient)

Suburb

State

Postcode

Country (leave blank if Australia)

Date of birth

Password (optional)

Occupation

Your main country of residence, if not Australia

Employer

Phone number

Email address

If there are more than two CMT account signatories, please complete a separate application form providing details of the additional signatories.

Please tick (✓) if additional forms are attached

**5. ACCESS FACILITIES**

Please tick (✓) the Access Facilities required:

- Investor Plus
- Phone Access
- Online Access
- Debit Card
- Cheque Book (25 per book)
- Deposit Book

Please note that all account signatories must satisfy the identification requirements. Please refer to page 29 of the PDS.

## 6. MANNER OF OPERATION

Please elect how you wish to operate your CMT account by ticking (✓) one of the following:

Any one of us to sign

Any two of us to sign

All of us to sign

Note:

1. Where you do not elect a manner of operation, we will default to 'All of us to sign'.
2. Phone Access, Online Access and a debit card cannot be selected unless the manner of operation is 'Any one of us to sign'.

## 7. DOCUMENT CHECKLIST\*

Please ensure you have the following documents below:

Entity	Documents Required
Partnership	A copy of the Business Name Registration Certificate or Partnership Agreement.
Unincorporated Body	A copy of the instrument authorising signatories to operate the CMT account. For example, minutes of an association meeting.

Please tick (✓) if you have attached the necessary documents identified above.

\*Please note that further documentation may be requested in certain circumstances.

## 8. ADVISER FIRM ACCESS

If you wish to restrict your Adviser Firm access from General Withdrawal Authority, please tick (✓) one of the boxes below:

Fee Payment Authority

Enquiry Access

No access\*

\*Please note that by ticking the box above you are overriding item 10 of the declaration following. Please refer to page 25 section 11.3 for details.

## 9. TAX FILE NUMBER/NON-RESIDENT DECLARATION/TAX IDENTIFICATION NUMBER

The TFN, ABN or ARBN you quote, if you choose to do so, must be that of the Company, Business, Sole Trader, Partnership, Incorporated Body or Unincorporated Body.

Applicant TFN/ABN/ARBN

Applicant TIN

If you are a non-resident for tax purposes, please provide your country of residence.

Please tick (✓) exemption category if applicable. 1  2  3

Refer to page 28 of the PDS for TFN exemption categories.





**APPROVED DISTRIBUTOR USE ONLY**

Please tick ( ✓ ) if identification requirements have been completed for all CMT account signatories.

Dealer group

Adviser firm name

Adviser name

BWA CMT Adviser Code

Client Account Number

BSB and CMT Account Number (if provided)

Platform name

Platform reference

Office use only

Dealer/Firm details

*This page has been left blank intentionally.*



## BWA Cash Management Trust Form C – Trust Applicants (including Superannuation Funds and Deceased Estates)

This application form is used for applying for units in the BWA Cash Management Trust (Trust) and obtaining related Access Facilities. The application form accompanies the Product Disclosure Statement (PDS) for the Trust dated 1 February 2011. Any person giving another person this application form must also provide that person with the BWA Cash Management Trust PDS.

Please print clearly using CAPITAL LETTERS. Where indicated, please mark boxes with a tick (✓).

### 1. INVESTMENT DETAILS

What is the purpose of the investment?

### 2. TRUST DETAILS

Full name of superannuation fund/trust

Trust ABN (if applicable)

Is this a Superannuation Fund?

### 3. TRUSTEE AND CMT ACCOUNT SIGNATORY DETAILS

**Corporate Trustee:** If the Trustee is a Company, please provide Company and CMT account signatory details.

Entity name

ACN/ARBN (if applicable)

ABN

Password (optional)

Country of establishment (leave blank if Australia)

**ALL APPLICANTS:** Please provide Trustee and/or account signatory details as per Trust or Superannuation Fund deed.

**3. TRUSTEE AND CMT ACCOUNT SIGNATORY DETAILS (CONTINUED)**

**TRUSTEE/CMT ACCOUNT SIGNATORY 1**

Mr  Mrs  Miss  Ms  Other

Given name(s)

Surname

Residential address (mandatory, a PO Box, RMB or C/- is not sufficient)

Suburb  State

Postcode  Country (leave blank if Australia)

Date of birth  Password (optional)

Occupation

Your main country of residence, if not Australia

Employer

Phone number

Email address

**TRUSTEE/CMT ACCOUNT SIGNATORY 2**

Mr  Mrs  Miss  Ms  Other

Given name(s)

Surname

Residential address (mandatory, a PO Box, RMB or C/- is not sufficient)

Suburb  State

Postcode  Country (leave blank if Australia)

Date of birth  Password (optional)

Occupation

Your main country of residence, if not Australia

Employer

Phone number

Email address

If there are more than two CMT account signatories, please complete a separate application form providing details of the additional signatories.

Please tick (  ) if additional forms are attached.

**4. CORRESPONDENCE DETAILS**

**Street/Business address (mandatory, a PO Box, RMB or C/- is not sufficient)**

Address

Suburb  State  Postcode

Country (leave blank if Australia)

**Mailing address** – Please tick (  ) if mailing address and street/business address are the same.

Address

Suburb  State  Postcode

Country (leave blank if Australia)

#### 4. CORRESPONDENCE DETAILS (CONTINUED)

##### Duplicate statement mailing address

Address

Suburb

State

Postcode

Country (leave blank if Australia)

**Please note:** Form D may be required for a Third Party to receive a duplicate statement.

##### Contact details\*

Contact name

Contact phone number

Contact email address

\*Please provide a contact name and contact phone number for the business entity in case we need to contact you.

#### 5. ACCESS FACILITIES

Please tick (  ) the Access Facilities required:

Investor Plus

Phone Access

Online Access

Debit Card

Cheque Book (25 per book)

Deposit Book

Please note that all account signatories must satisfy the identification requirements. Please refer to page 29 of the PDS.

#### 6. MANNER OF OPERATION

Please elect how you wish to operate your CMT account by ticking (  ) one of the following:

Any one of us to sign

Any two of us to sign

All of us to sign

Note:

1. Where you do not elect a manner of operation, we will default to 'All of us to sign'.
2. Phone Access, Online Access and a debit card cannot be selected unless the manner of operation is 'Any one of us to sign'.

#### 7. TAX FILE NUMBER/NON-RESIDENT DECLARATION/TAX IDENTIFICATION NUMBER

The TFN, ABN or ARBN you quote, if you choose to do so, must be that of the Trust/Superannuation Fund/Deceased Estate.

Applicant TFN/ABN/ARBN

Applicant TIN

If you are a non-resident for tax purposes, please provide your country of residence.

Please tick (  ) exemption category if applicable. 1  2  3

Refer to page 28 of the PDS for TFN exemption categories.

## 8. DOCUMENT CHECKLIST\*

Please ensure you have the necessary documents below:

Entity	Documents required
Unregulated trust	Please provide one of the following: <ul style="list-style-type: none"> <li>→ a notice issued by the Australian Taxation Office within the last 12 months (eg a Notice of Assessment). Block out the TFN before scanning, copying or storing this document,</li> <li>→ a letter from a solicitor or qualified accountant that confirms the name of the trust, or</li> <li>→ an original or certified copy or certified extract of the trust deed.</li> </ul>
Deceased Estate	An original certified copy of the death certificate and, if applicable, an original certified copy of the Will (a photocopy of an original certified copy is not acceptable). In addition, if a Will has been provided, we will require an original certified copy of the Grant of Probate. If a Will has not been provided, we will require an original certified copy of the Letters of Administration. Please note that we will not accept uncertified copies of any of the above documents.

Please tick ( ✓ ) if you have attached the necessary documents identified above.

*\*Please note that further documentation may be requested in certain circumstances.*

## 9. ADVISER FIRM ACCESS

If you wish to restrict your Adviser Firm access from General Withdrawal Authority, please tick ( ✓ ) one of the boxes below:

Fee Payment Authority

Enquiry Access

No access\*

*\*Please note that by ticking the box above you are overriding item 10 of the declaration following. Please refer to page 25 section 11.3 for details.*



APPROVED DISTRIBUTOR USE ONLY

Please tick ( ✓ ) if identification requirements have been completed for all CMT account signatories.

Dealer group

Adviser firm name

Adviser name

BWA CMT Adviser Code

Client Account Number

BSB and CMT Account Number (if provided)

Platform name

Platform reference

Office use only

Dealer/Firm details





## Identification and Verification Form – individuals

### Full name of investor

### If you are a new customer, you will need to provide identification.

All clients applying for a new account **must** complete the identification procedures (for the purposes of Anti-Money Laundering and Counter-Terrorism Financing laws). This form is to assist with those procedures for individuals. If you are making an application for a non-individual account (for example, a non-regulated trust) you or your adviser will be required to complete different forms to establish your identity, which can be obtained from our forms section at [bwami.com.au](http://bwami.com.au) or by phoning Client Services on 1300 663 117.

Financial advisers undertake identification and verification procedures by completing sections A to C of this form or by using other industry standard forms.

If you do not have a financial adviser, you are required to complete section A of this form and provide certified copies of the ID documents (do not send original documents). **Please note:** For joint accounts a separate form is required for each investor.

The list of the parties who can certify copies of the documents is set out below. To be correctly certified we need the ID documents to be clearly noted 'True copy of the original document'. The party certifying the ID documents will also need to state what position they hold and sign and date the certified documents. If this certification does not appear, you may be asked to send in new certified documents.

List of persons who can certify documents\* (for the purposes of Anti-Money Laundering and Counter-Terrorism Financing laws):

- Justice of the Peace
- Solicitor
- Police officer
- Magistrate
- Notary Public (for the purposes of the Statutory Declaration Regulations 1993)
- Employee of Australia Post (with two or more years of continuous service)
- Your financial adviser (provided they have two or more years of continuous service)
- Your accountant (provided they hold a current membership to a professional accounting body)
- Australian consular officer or an Australian diplomatic officer (within the meaning of the Consular Fees Act 1955)
- An officer of a bank, building society, credit union or finance company provided they have two or more years of continuous service.

\* There are additional persons that can certify documents. A full list of the persons that can certify documents is available from our forms section at [bwami.com.au](http://bwami.com.au).

## SECTION A: VERIFICATION PROCEDURE

Complete Part 1 (or if the individual does not own a document from Part 1, then complete Part 2).

Part 1 Acceptable primary ID documents	
<b>Tick ✓</b>	<b>Select ONE valid option from this section only</b>
<input type="checkbox"/>	Australian State/Territory driver's licence containing a photograph of the person
<input type="checkbox"/>	Australian passport (a passport that has expired within the preceding two years is acceptable)
<input type="checkbox"/>	Card issued under a State or Territory for the purpose of proving a person's age containing a photograph of the person
<input type="checkbox"/>	Foreign passport or similar travel document containing a photograph and the signature of the person <sup>1</sup>

Continued over the page...

**For more information about the customer identification process applicable to open an account, please call the Application Form Helpline on 1300 663 117.**

<sup>1</sup> Documents that are written in a language that is not English must be accompanied by an English translation prepared by an accredited translator. An accredited translator is any person that is currently accredited by the National Accreditation Authority for Translators and Interpreters Ltd (NAATI) at the level of Professional Translator or above.

<b>Part 2 Acceptable secondary ID documents – should only be completed if the individual does not own a document from Part 1</b>	
<b>Tick ✓</b>	<b>Select ONE valid option from this section</b>
<input type="checkbox"/>	Australian birth certificate
<input type="checkbox"/>	Australian citizenship certificate
<input type="checkbox"/>	Pension card issued by Centrelink
<input type="checkbox"/>	Health card issued by Centrelink
<b>Tick ✓</b>	<b>AND ONE valid option from this section</b>
<input type="checkbox"/>	A document issued by the Commonwealth or a State or Territory within the preceding 12 months that records the provision of financial benefits to the individual and which contains the individual's name and residential address
<input type="checkbox"/>	A document issued by the Australian Taxation Office within the preceding 12 months that records a debt payable by the individual to the Commonwealth (or by the Commonwealth to the individual), which contains the individual's name and residential address
<input type="checkbox"/>	A document issued by a local government body or utilities provider within the preceding three months which records the provision of services to that address or to that person (the document must contain the individual's name and residential address)
<input type="checkbox"/>	If under the age of 18, a notice that was issued to the individual by a school principal within the preceding three months; and contains the name and residential address; and records the period of time that the individual attended that school

**SECTION B: RECORD OF VERIFICATION PROCEDURE**

**FINANCIAL ADVISER USE ONLY**

Verify the **individual's** full name and date of birth **OR** residential address.

Receipt of a completed form will constitute your agreement as a reporting entity that you have completed the identification and verification of the investor for the purposes of Anti-Money Laundering and Counter-Terrorism Financing laws.

ID document details	Document 1	Document 2
Verified from	<input type="checkbox"/> Original <input type="checkbox"/> Certified copy	<input type="checkbox"/> Original <input type="checkbox"/> Certified copy
Document issuer	<input type="text"/>	<input type="text"/>
Issue date	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>
Expiry date	<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>
Document number	<input type="text"/>	<input type="text"/>
Accredited English translation	<input type="checkbox"/> N/A <input type="checkbox"/> Sighted	<input type="checkbox"/> N/A <input type="checkbox"/> Sighted

**SECTION C: FINANCIAL ADVISER DETAILS – identification and verification conducted by:**

Date verified (dd/mm/yyyy)  /  /

Financial adviser's name

Phone number

AFS licensee name

AFS Licence number

1 Documents that are written in a language that is not English must be accompanied by an English translation prepared by an accredited translator. An accredited translator is any person that is currently accredited by the National Accreditation Authority for Translators and Interpreters Ltd (NAATI) at the level of Professional Translator or above.



# Australian Companies Identification Form

## 1.1 GENERAL INFORMATION

Full name as registered by ASIC

ACN

Are you a charity? Yes  No 

Principal business activity

Registered office address (PO Box is NOT acceptable)

Address

Suburb

State

Postcode

Country

## 1.2. REGULATORY/LISTING DETAILS (select if any of the following categories apply to the company and provide the information requested)

 **Regulated company** (licensed by an Australian Commonwealth, State or Territory statutory regulator)

Regulator name

Licence details

 **Australian listed company**

Name of market / exchange

 **Majority-owned subsidiary of an Australian listed company**

Australian listed company name

Name of market / exchange

## 1.3. COMPANY TYPE (select only one of the following categories)

 **Public** **Proprietary** Go to section 1.4 below.





# Trust Identification Form

## Guide to completing this form.

Complete the following in CAPITAL LETTERS. Where indicated, please mark boxes with a tick (✓).

Section 1 (all parts) – all trusts.

AND select  and complete one of the following sections for ONLY ONE of the trustees:

Section 2 (applicable parts) – selected trustee is an Individual.

Section 3 (applicable parts) – selected trustee is an Australian Company.

Only send the completed sections of this form with the application form. Contact your licensee if you have any queries.

## SECTION 1: TRUST DETAILS

### 1.1 GENERAL INFORMATION

Full name of trust

Full business name (if any)

Country where trust established

Are you a charity? Yes  No

Principal trust activity

### 1.2 TYPE OF TRUST (select only one of the following trust types and provide the information requested)

**Registered managed investment scheme**

Provide Australian Registered Scheme Number (ARSN)

**Regulated trust (eg an SMSF)**

Provide name of the regulator (eg ASIC, APRA, ATO)

Provide the trust's ABN or registration / licensing details

**Government superannuation fund**

Provide name of the legislation establishing the fund

**Other trust type**

Trust description (eg Family, unit, charitable, estate)

(Complete Section 1.3 and 1.4)

**1.3 BENEFICIARY DETAILS** (only complete if 'Other trust type' is selected in section 1.2 above)

**Do NOT complete if the trust is a registered managed investment scheme, regulated trust (eg SMSF) or government superannuation fund.**

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

Yes Provide details of the membership class/es (eg unit holders, family members of named person, charitable purpose)

**(Go to Section 1.4)**

No How many beneficiaries are there?  Provide full name of each beneficiary below.

	Full given name(s)	Surname
1		
2		
3		
4		
5		
6		

If there are more beneficiaries, provide details on a separate sheet.

**1.4 TRUSTEE DETAILS** (only complete if 'Other trust type' is selected in section 1.2 above)

**Do NOT complete if the trust is a registered managed investment scheme, regulated trust (eg SMSF) or government superannuation fund.**

How many trustees are there?  Provide full name and address of each trustee below.

**Trustee 1**

Full given name(s) or Company name	Surname

Residential address if an individual trustee or company registered office address (PO Box is NOT acceptable)

Address

--

Suburb	State	Postcode

Country

--

**Trustee 2**

Full given name(s) or Company name	Surname

Residential address if an individual trustee or company registered office address (PO Box is NOT acceptable)

Address

--

Suburb	State	Postcode

Country

--

**1.4 TRUSTEE DETAILS (CONTINUED)** (only complete if 'Other trust type' is selected in section 1.2 above)

**Trustee 3**

Full given name(s) or Company name  Surname

Residential address if an individual trustee or company registered office address (PO Box is NOT acceptable)  
Address

Suburb  State  Postcode

Country

**Trustee 4**

Full given name(s) or Company name  Surname

Residential address if an individual trustee or company registered office address (PO Box is NOT acceptable)  
Address

Suburb  State  Postcode

Country

**Trustee 5**

Full given name(s) or Company name  Surname

Residential address if an individual trustee or company registered office address (PO Box is NOT acceptable)  
Address

Suburb  State  Postcode

Country

**Trustee 6**

Full given name(s) or Company name  Surname

Residential address if an individual trustee or company registered office address (PO Box is NOT acceptable)  
Address

Suburb  State  Postcode

Country

If there are more trustees, provide details on a separate sheet.

**SECTION 2: INDIVIDUAL DETAILS** (to be completed if selected trustee is an individual)

Full given name(s)  Surname

Date of birth  
D D / M M / Y Y Y Y

Residential address (PO Box is NOT acceptable). Only provide address details if not provided in Section 1.4 above.

Address

Suburb  State  Postcode

Country

**If the trust is a registered managed investment scheme, regulated trust (eg SMSF) or government superannuation fund, the form is now COMPLETE.**

**SECTION 3: AUSTRALIAN COMPANY DETAILS** (to be completed if selected trustee is an Australian Company)

**3.1 GENERAL INFORMATION**

Full name as registered by ASIC

ACN

Are you a charity? Yes  No

Principal business activity

Registered office address (PO Box is NOT acceptable)  
Address

Suburb  State  Postcode

Country

Principal place of business (if any) (PO Box is NOT acceptable)  
Address

Suburb  State  Postcode

Country



**3.2 REGULATORY/LISTING DETAILS** (select  if any of the following categories apply to the company and provide the information requested)

**Regulated company** (licensed by an Australian Commonwealth, State or Territory statutory regulator)

Regulator name

Licence details

**Australian listed company**

Name of market / exchange

**Majority-owned subsidiary of an Australian listed company**

Australian listed company name

Name of market / exchange

**3.3 COMPANY TYPE** (select  only ONE of the following categories)

**Public**

**Proprietary** Go to Section 3.4 below.

**3.4 DIRECTORS** (only needs to be completed for proprietary companies)

**This section does NOT need to be completed for Australian public and listed companies.**

How many directors are there?  provide full name of each director

	Full given name(s)	Surname
1	<input type="text"/>	<input type="text"/>
2	<input type="text"/>	<input type="text"/>
3	<input type="text"/>	<input type="text"/>
4	<input type="text"/>	<input type="text"/>

If there are more directors, provide details on a separate sheet.  
**For all proprietary companies continue to Section 3.5 below.**

**SECTION 3: AUSTRALIAN COMPANY DETAILS (CONTINUED)** (to be completed if selected trustee is an Australian Company)

**3.5 SHAREHOLDERS** (only needs to be completed for proprietary companies that are not regulated companies as selected in Section 3.2)

Provide details of **ALL individuals** who are beneficial owners through one or more shareholdings of more than 25% of the company's issued capital.

**Shareholder 1**

Full given name(s)  Surname

Residential address (PO Box is NOT acceptable)  
Address   
Suburb  State  Postcode   
Country

**Shareholder 2**

Full given name(s)  Surname

Residential address (PO Box is NOT acceptable)  
Address   
Suburb  State  Postcode   
Country

**Shareholder 3**

Full given name(s)  Surname

Residential address (PO Box is NOT acceptable)  
Address   
Suburb  State  Postcode   
Country



## BWA Cash Management Trust Form D – Third Party Authority

This form is used to appoint a Third Party to have access to and/or operate your CMT account.

Please print clearly using CAPITAL LETTERS. Where indicated, please mark boxes with a tick (✓).

### GUIDELINES FOR COMPLETING THIS FORM

1. CMT Account Details	If you have already been issued with a BSB and CMT account number, please provide these details and the CMT account name. If you have not been issued with a CMT account number, please leave this blank.
2. Appointing a person with Enquiry Access or appointing a person as a Full Authorised Signatory	Complete this section if you wish to appoint a person to operate your CMT account as a Full Authorised Signatory with full access or to provide them with Enquiry Access to access information about your CMT account .
Documents required*	All Signatories must satisfy the identification requirements (refer to page 29).
Signature	Each Signatory must sign the form where indicated.
Manner of Operation	Full Authorised Signatories will be subject to the current Manner of Operation on your CMT account.
3. Appointing a Third Party	Complete this section if you wish to appoint a Third Party with authority to operate your CMT account.
Access Levels	Select the level of access to be provided to the Third Party (refer page 11 for Access Level details).
Documents required*	All account signatories must satisfy the identification requirements (refer to page 29).
4. Access Facilities	Unless you indicate otherwise, additional Full Authorised Signatories will receive the same Access Facilities as the CMT account holder(s). Please select the Access Facilities required for the Third Party.
5. Terms and Conditions	Ensure that all CMT account signatories read and understand the Terms and Conditions.
6. Declaration and Signature of CMT Account Holders	Ensure that all CMT account signatories (as required by the Manner of Operation) sign the declaration where indicated.

\*Please note that further documentation may be requested in certain circumstances.

**1. CMT ACCOUNT DETAILS**

If you have already been issued with a CMT account number, please provide CMT account details below:

BSB and CMT account number

CMT account name

**2. APPOINTING A PERSON WITH ENQUIRY ACCESS OR APPOINTING A PERSON AS A FULL AUTHORISED SIGNATORY**

Please provide details below of each person you wish to grant Enquiry Access or be a Full Authorised Signatory in order to access and operate your CMT account. Every signatory must satisfy the identification requirements (refer page 29). Please note that any person you appoint as a Full Authorised Signatory to your CMT account will be able to withdraw money from your CMT account, access your CMT account using any access method available to you (potentially including Online Access and Phone Access), order and use a cheque book and/or a debit card in connection with your CMT account and make changes to your CMT account details.

**APPOINTMENT OF FIRST PERSON**

Enquiry access  **OR** Full authorised signatory

Mr  Mrs  Miss  Ms  Other

Given name(s)

Surname

Residential address (mandatory, a PO Box, RMB or C/- is not sufficient)

Suburb  State

Postcode  Country (leave blank if Australia)

Work phone number  Home phone number

Mobile  Date of birth   /   /

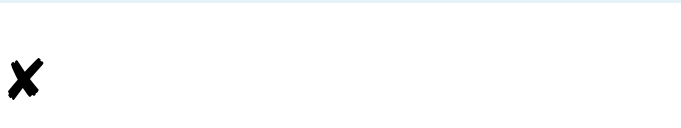
Email address

Occupation

Password

Employer

**Signature of first person**



**APPOINTMENT OF SECOND PERSON**

Enquiry access  **OR** Full authorised signatory

Mr  Mrs  Miss  Ms  Other

Given name(s)

Surname

Residential address (mandatory, a PO Box, RMB or C/- is not sufficient)

Suburb  State

Postcode  Country (leave blank if Australia)

Work phone number  Home phone number

Mobile  Date of birth   /   /

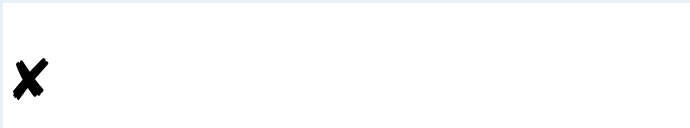
Email address

Occupation

Password

Employer

**Signature of second person**



If you wish to appoint more than two persons to have access to and operate your CMT account, please complete an additional Form D – Third Party Authority.

Please tick (✓) if additional form(s) are attached.

### 3. ACCESS FACILITIES

Unless you indicated otherwise, additional Full Authorised Signatories will receive the same Access Facilities as the CMT account holder(s). If you require additional Access Facilities, please indicate by ticking (✓) the boxes below.

- Investor Plus  Phone Access\*  
 Online Access\*  
 Debit Card\*  
 Cheque Book (25 per book)  
 Deposit Book

\* Only available for individuals appointed using Section 2 of this form.

### 4. APPOINTING A THIRD PARTY AUTHORITY

Please provide details below of each Third Party (including any Firm, Company or Adviser Firm) you wish to appoint to access and operate your CMT account. Refer to section 5 – Terms and Conditions of this form.

Entity name

ACN/ARBN (if applicable)

ABN (if applicable)

Country of establishment (leave blank if Australia)

**Street/Business Address (Primary Business Address) (mandatory, a PO Box, RMB or C/- is not sufficient)**

Address


Suburb

State

Postcode

Country (leave blank if Australia)

Adviser name

Adviser phone number

The appointed Third Party is to have (refer to page 11) (✓):

Enquiry access

Fee payment authority

General withdrawal authority

Please select the manner of operation for the Third Party by ticking (✓) one of the following:

Any one to sign

Any two to sign

All of us to sign

## 5. TERMS AND CONDITIONS

### 1.1 GENERAL CONDITIONS WHICH APPLY TO ALL THIRD PARTY AUTHORITIES

Only you may appoint a Third Party to access or withdraw from your CMT account, in which case, you will be bound by their transactions and instructions to us in the same way as if you had performed them yourself.

Withdrawals may be made for any amount and may be made at any time.

Where a future date is specified for a withdrawal, we may decline any other withdrawal request if there would be insufficient funds in your CMT account to cover the future dated payment and those other withdrawal requests.

If you appoint a Third Party to withdraw from your CMT account, they will also automatically have the ability to enquire on your CMT account.

You indemnify us against all losses, liabilities and costs incurred directly or indirectly:

- as a result of the appointment of a Third Party, and
- in connection with any action by a Third Party under their appointment or any payment made from your CMT account on their instruction (including any instruction that exceeds their authority).

You release us from claims and liabilities in connection with any act or omission relating to the appointment of a Third Party to your CMT account.

However, we remain liable for any losses, liabilities and costs which by operation of law we cannot exclude.

The Third Party Authority takes effect on the date when we amend our records to note the appointment of the change and continues until cancelled. You can cancel this authority by telling us in writing but cancellation also takes effect only from the date when we amend our records to note the change.

Third Parties may not set up Regular Investment Options on your CMT account. Third Parties cannot give other Third Parties access or authority on your account, other than persons nominated by the Adviser Firm.

We may cancel the appointment of a Third Party as an authority on your CMT account by telling you in writing.

In the event of the death of the CMT account holder all Third Party Authorities will automatically terminate.

### 1.2 THIRD PARTY AUTHORITY TO COMPANY OR FIRM (SUCH AS ADVISER FIRM)

Where you give Third Party Authority to a company or firm (such as Adviser Firm):

- it will provide us with such details as we, from time to time, require in relation to the person(s) authorised to operate your CMT account under this authority, including identification and specimen signature(s)
- you acknowledge and agree that the company or firm and the people nominated by the company or firm can withdraw from your CMT account in accordance with the authority that you have given it
- we will only act on withdrawal requests from the company or firm, if the person requesting the withdrawal has been nominated by it
- the company or firm must advise us if any of the nominated person(s) no longer has authority. If we are not advised in writing then that person may still transact on your CMT account. You cannot claim that the person is not acting for you until we are advised in writing by the company or firm.

### 1.3 CONDITIONS RELATING TO EACH OF THE LEVELS OF AUTHORITY

Enquiry Access:

- you authorise the Third Party to have access to information about your CMT account
- you do not authorise the Third Party to make withdrawals from your CMT account, make any changes to your CMT account details, close your CMT account or enable use of your cheque book or debit card, should you have one.

Fee Payment Authority:

- you authorise the Third Party to have Enquiry Access and to make withdrawals from your CMT account for the purpose of paying their fees and regulatory fees.

General Withdrawal Authority:

- you authorise the Third Party to make payments and withdrawals in accordance with the terms set out under 'Fee Payment Authority' above, and
- in addition, you authorise the Third Party to make payments and withdrawals for any purpose including settlement or investment using online, electronic and telephone withdrawal services or by any other method agreed in writing by us
- you do not authorise the Third Party to make any changes to your CMT account details, close your account or enable use of your cheque book or debit card, should you have one, and
- your stockbroker or Adviser Firm has the right to place a hold on funds in your CMT account, for future payment purposes.

Full Authorised Signatory (individuals):

- you authorise the Third Party to make payments and withdrawals in accordance with the terms set under 'General Withdrawal Authority' above, and
- in addition, this authority allows the Third Party to use the cheque book and/or debit card facilities, change details on your account and close your CMT account. This does not allow the authorised signatory to appoint other authorised signatories to the account except to the extent permitted under clause 1.2.



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# BWA Cash Management Trust Form E – Regular Investment Option

This form is used to arrange automatic regular investments into your CMT account from external accounts.

**Please print clearly using CAPITAL LETTERS. Where indicated, please mark boxes with a tick (✓).**

**Type of Request:** Please tick (✓) a box

New  Amend  Cancel

## 1. YOUR DETAILS

Mr  Mrs  Miss  Ms  Other

Given name(s)

Surname

Company/Business/Trust name (if applicable)



Mr  Mrs  Miss  Ms  Other

Given name(s)

Surname

ACN (if a company)

I/We authorise the responsible entity to request Bank of Western Australia Ltd (User ID No. 473, 954 or 138471), until further notice in writing, to arrange for my/our account (as described in the Schedule below) to be debited as specified, provided that if no amount is specified, the account may be debited with any amounts which the responsible entity may properly debit or charge me/us through the Direct Debit System.

## 2. THE SCHEDULE

Account in the name(s) of

**Note:** Direct debiting is not available on the full range of accounts. If in doubt, please refer to your financial institution. Please ensure account details are correct and that this Regular Investment Option is signed by the required number of authorised signatories.

**Account held at:**

Name and branch of financial institution

Branch Number (BSB)

 - 

Account number

**Direct debit to commence on:**

Date  /  /

**Frequency:** Please tick (✓) a box

One-off/Single payment  Weekly  Fortnightly  Monthly  Quarterly  Annually

**Amount to be debited:**

\$

**BWA CMT Account to be credited:**

BSB number

 - 

BWA CMT account number

Upon receipt of my/our written instructions, please debit my/our account at the institution referred to above, with the amount referred to in the instructions, and credit the amount to the BWA CMT account with you, as I/we specify. I/We acknowledge that you determine the order of priority of payments under this arrangement and other authorities or mandates I/we have given you. I/We have read the Service Agreement overleaf and agree to its terms. You may continue to rely on this request until you receive my/our written notice to the contrary. I/We notify you in writing if a change is required to the nominated account. If the method of operation of the nominated account requires more than one signature, then this request must be signed in the same manner.

**Signature of first person**

Date

 /  / 

**Signature of second person**

Date

 /  /

### 3. REGULAR INVESTMENT OPTION (DIRECT DEBIT REQUEST SERVICE AGREEMENT)

1. Bank of Western Australia Ltd ABN 22 050 494 454 as Debit User will initiate direct debit payments on behalf of the responsible entity, in the manner referred to in the Schedule.
2. Debit payments will be made when due. We will not issue individual confirmation of payments made.
3. We will give the client at least 14 days' written notice if we propose to vary details of this arrangement, including the amount and frequency of payments.
4. If the client wishes to defer any payment or alter any of the details referred to in the Schedule, the client must telephone the Client Services Team on 1300 663 117 or write to us at the following address:  
BWA Cash Management Trust, GPO Box 2515, Perth WA 6001.
5. Any queries concerning debit payments or clients' debit payments must be directed to us in the first instance. Clients may obtain details of the claims process by contacting the Client Services Team on 1300 663 117.
6. Direct debiting is not available on the full range of accounts at all financial institutions. If in doubt, the client should check with the financial institution before completing the Regular Investment Option.
7. The client should ensure that the account details given in the Schedule are correct by checking them against a recent statement from the financial institution at which the account is held.
8. By signing this Regular Investment Option, the client warrants and represents that they are duly authorised to request the debiting of payments from the account described in the Schedule.
9. It is the client's responsibility to have sufficient cleared funds available in the account to be debited to enable debit payments to be made in accordance with this Regular Investment Option.
10. If a debit payment falls on a business day, payment will be made within two business days. If a debit payment falls due on any day which is not a business day, the payment will be made on the next business day.
11. If a debit payment is returned unpaid, we may charge the client a fee for each unpaid item.
12. Clients wishing to cancel this Regular Investment Option or to stop individual debit payments must give at least seven days' written notice to us. This may be arranged by calling the Client Services Team on 1300 663 117.
13. Except where the account or Product Disclosure Statement permit disclosure, and except to the extent that disclosure is necessary in order to process debit payments, investigate and resolve disputed transactions or is otherwise required or permitted by law, we will keep details of the client's account and debit payments confidential.
14. I/We understand to allow three working days for the funds to be cleared when received into the BWA Cash Management Trust Account nominated in the Schedule.
15. The responsible entity may at its discretion impose a limit on the amount that can be nominated for a direct debit.

**Interests of the directors of the responsible entity**

Directors may receive a salary as employees of the Commonwealth Bank Group and from time to time may hold interests in shares in the Commonwealth Bank of Australia or investments in the trust. This PDS has been authorised by our directors.

Please mail completed forms to:

BWA Cash Management Trust  
GPO Box 2515  
Perth WA 6001

Enquiries:

Advisers	1300 130 893
Investors	1300 663 117
Facsimile	1300 853 628
Email	<a href="mailto:support@bwami.com.au">support@bwami.com.au</a>
Website	<a href="http://bwami.com.au">bwami.com.au</a>

