

Our terms and conditions for

# Your Personal and Sole Trader TotalMoney accounts



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# Thank you for signing up to TotalMoney

It is important you read these terms and conditions as they will help you understand your TotalMoney account. If you would like more information on how to get the most out of TotalMoney, please go to **bnz.co.nz**

## Important information, please read:

### Disclosure of information - other Group Members

All Group Members will be able to view the balances, Account numbers, Account names, nicknames, and offsetting, pooling and priority settings of all Accounts and Loans within the Group. However, Group Members who are not Account Holders or authorised signatories of an Account cannot view transaction details or transact against that Account.

### Changes to your TotalMoney entitlements and obligations

Any single Group Member acting alone can perform the following functions online for Accounts for which they are Account Holders:

- a. change the offsetting and pooling settings on their Accounts;
- b. open new Accounts within the Group; and
- c. change the Account that is charged the nominated monthly fee.

Any single Group Member acting alone can:

- › close some or all of their Accounts; or
- › transfer all of their Accounts and loans to another TotalMoney Group; and
- › in limited circumstances, change the offset priority of their Loans.

These activities may impact on other Group Member's entitlements or obligations. All Group Members should go online regularly to check the Group Account information and settings, as we will not notify you of changes made by other Group Members.

## 1. Key terms

**Account(s):** A TotalMoney account with BNZ in the name of the Group Member(s), the terms and conditions of which are stated here.

**Account holder(s):** The customer(s) named in the TotalMoney registration form as the holder of the Account.

**BNZ:** Bank of New Zealand, an incorporated company having its registered office in Auckland, New Zealand.

**Children:** Dependent and independent natural children, adopted children, step-children, and wards.

**De Facto Relationship:** Has the meaning provided to that term in section 29A of the Interpretation Act 1999. The existence or otherwise of a De Facto Relationship is to be determined by BNZ in its absolute discretion.

**Group:** All of the Accounts and Loans of the Group Members, the terms and conditions of which are stated here.

**Group Member:** The customer(s) of BNZ named as members of a TotalMoney group in the TotalMoney registration form or later joined as a Member of that Group under another TotalMoney registration form. For the avoidance of doubt, Group Member does not refer to the customer(s) in their capacity as a member of any other TotalMoney group, (for example, although a customer cannot have individual Accounts in more than one TotalMoney group, a customer may have joint accounts in one TotalMoney group, individual accounts in another TotalMoney group, and a sole trader account in another TotalMoney group).

**Internet Banking:** BNZ Internet Banking.

**Loan(s):** One or more TotalMoney loan(s) in the name of the Group Member(s), or identified at any time by any means accepted by BNZ, as forming part of the Group.

**Parent:** The parent(s) or legal guardian(s) of any Children in a Group.

**Interpretation:** The plural shall include the singular and the singular the plural as the context permits.

## 2. Fees

### 2.1 Fees

The Account Holder(s) agrees to pay all fees, charges and commissions as fixed by BNZ from time to time in connection with the Account.

A monthly fee will be charged to the Group and deducted from one Account in the Group on the last calendar day of each month. A Group Member can nominate or change an Account in the Group in respect of which they are an Account Holder, from which this monthly fee is to be deducted. If no Group Member nominates an Account BNZ will nominate the first Account opened in the Group as the default Account in the Group from which this monthly fee is deducted.

### 2.2 Other fees

For information about Account Fees please visit our website [bnz.co.nz](http://bnz.co.nz) or ask at your nearest store for a copy of the relevant Account Fees brochure.

Account, Service and Facility fees and charges may be changed by BNZ at any time.

## 3. Your responsibility

Account Holder(s) are responsible for ensuring at all times there are sufficient funds (including funds available under any overdraft, or other loan, facility on the Account) to meet debits from that Account. If there are insufficient funds available to meet debits from the account (including funds available under any overdraft, or other loan, facility on the Account) these may be paid, or not paid, at BNZ's discretion.

## 4. Variation of Terms

BNZ reserves the right to change, add to, delete or replace at any time any of these terms and conditions by giving you notice, either in writing or by public advertisement a reasonable time before the changes take effect.

## 5. General

These Accounts are subject to BNZ's Standard Terms and Conditions applicable to the relationship between BNZ and the Account Holder(s) and/or operation of accounts.

A Group must always contain at least one Account. BNZ reserves the right to decline an application to open an Account or to require an Account to be closed.

If the TotalMoney registration form is signed by more than one Account Holder, these terms and conditions bind the Account Holder(s) jointly and each of them severally.

BNZ shall be entitled to debit any account of the Account Holder (or any of the Account Holders, in the case of joint accounts) with BNZ with any monies at any time owing in respect of an Account.

Except as provided in clause (4) any demand on or notice to the Account Holder(s) shall be made in writing addressed to the Account Holder(s) (or any of them) and signed on behalf of BNZ and shall be deemed to have been served if delivered to the Account Holder(s) (or any of them) personally or addressed to the Account Holder(s) (or any of them) and left at or posted to the last known place of business or residence of the Account Holder(s) (or any of them) in New Zealand.

## 6. Personal information

This statement relates to information about you which you are now providing to BNZ and/or its related companies (as defined by the Companies Act 1993 as if "company" includes a company or other body corporate incorporated in New Zealand or any other jurisdiction) ('BNZ Group') or which the BNZ Group may hold now or in the future. Any member of the BNZ Group may rely on this clause pursuant to the Contracts (Privity) Act 1982.

### 6.1 Security and Disclosure of information

The BNZ Group will ensure that information about you is protected by security safeguards as required by the Privacy Act 1993. No member of the BNZ Group will disclose the information to any person, except for the purposes described below or as authorised by you or when required or authorised by law.

## 6.2 The Privacy Act 1993

Pursuant to the Privacy Act 1993, you have the right to see and correct personal information about you held by the BNZ Group.

## 6.3 Our use of information

The information the BNZ Group holds will be used primarily to administer your Account(s). In particular this may involve BNZ sharing information with other members of the BNZ Group in relation to data processing, data storage or when it is proper to do so. The information may also be disclosed to other members of the BNZ Group or to a third party (with whom the BNZ Group has a relationship and who is subject to an obligation of confidentiality in your favour) for the purpose of furthering the relationship between you and the BNZ Group and for marketing purposes. This may include advising you via email, text message or an online facility (without an unsubscribe facility), or by telephone or post, of any products, services or promotions offered by the BNZ Group or a third party which may be of interest to you.

BNZ may also advise you of products, services, promotions or other information that may or may not be related to TotalMoney and/or to contact you on behalf of the BNZ Group or third parties. This may involve, amongst other things, contacting you via email, text message or an online facility (without an unsubscribe facility), or by telephone or post.

## 6.4 Market research

To seek your views on its services and the products it offers, the BNZ Group may provide your name, address and telephone number to reputable market research organisations. The information is selected at random and places you under no obligation to take part in the market research. The information is supplied in strict confidence to the research organisation which will not be authorised to use it for any other purpose. However, if you do not wish to be involved, please advise us.

## 6.5 Credit agencies

In respect of opening accounts, loan applications and reviews, you authorise the BNZ Group to make credit references and other enquiries within its normal procedures. For this purpose the BNZ Group may seek from any such source information concerning you. In the event that you are in default under any loan or facility from the BNZ Group, the BNZ Group is authorised to disclose all relevant personal information to and for the use of credit reference agencies, debt collection agencies and law firms.

## 6.6 Please tell us

If you do not wish to provide all the information requested on an application form then please tell the Bank officer dealing with you. If you do not provide all the information requested on the application form, BNZ may restrict the products, facilities and/or services available to you.

## 6.7 Disclosure of information – other members of the Group

See the 'Important Information' section on **page 2** of these terms and conditions.

## 7. Credit interest

Where credit interest applies to an Account, interest will be credited to the Account monthly on the last business day of each month less any deduction, levy or withholding taxes required under any applicable law.

Interest rates, interest rate tiers and margins or bonus rates if applicable, are available on our website. These may be changed by BNZ at any time. Any changes will be notified to you on your statement or may be advertised by public notice in major newspapers.

## 8. Interest offsetting or pooling

### 8.1 Your Account setting

Each Account must be set to either offsetting or pooling. If you do not assign a setting (offsetting or pooling) to an Account, your Account will be offset by default, unless there is no Loan in the Group. The setting of your Account (offsetting or pooling) can only be changed by the Account Holder(s) or authorised signatory.

### 8.2 Offsetting

If your Account is set to offset but there is no Loan in the Group participating in the offset, your Account will be pooled until such time as there is a Loan in the Group participating in the offset.

Where there is more than one Loan in the Group, the Loans will have a priority order under the offset as described below. The Loan with first priority will receive the benefit of the offset first, and Loans of a lesser priority will only be offset where and to the extent that the total balance of all Accounts with credit balances set to offset exceeds the balance of Loans with a higher priority. If you do not assign a priority order to the Loans, the default priority order of the Loans will be that the oldest Loans forming part of the Group will receive a higher priority. Only Account Holder(s) or authorised signatory(s) can change the priority order of that Account Holder(s)'s Loan(s).

Where your Account(s) is set to offset, you will only be entitled to credit interest in respect of the credit balance of that Account(s) where the total balance of all Accounts with credit balances set to offset exceeds the total balance of all Loans that are participating in the offset. This excess of the total credit balance of the Account(s) set to offset over the total balance of all Loans that are participating in the offset is deemed to be a credit balance in an Account set to pooling. In these circumstances the credit interest that will be applied to an Account will be calculated on a daily basis in accordance with the formula on the opposite page.

$$\frac{IR \times a \times b}{365}$$

**Where:**

- IR =** The applicable annual interest rate, being the interest rate that would apply to the aggregate of an amount equal to **a** (such amount being deemed to be a credit balance of an Account set to pooling) and the cumulative balance of all Accounts in the Group set to pooling which have credit balances
- a =** The total balance of all Accounts with credit balances set to offset, *less* the balance of all Loans participating in the offset
- b =** The balance of the relevant Account with a credit balance set to offset, *divided* by the total balance of all Accounts with credit balances set to offset

A maximum of nine Loans in a Group can participate in the offset. Where any amount payable under your Loan(s) is overdue, this overdue amount will not benefit from the offset and will be charged interest at the applicable rate. Where amounts payable under your Loan(s) are more than 14 days overdue, the offset will not be performed in relation to that Loan(s) and that Loan(s) will be charged interest at the applicable rate.

### 8.3 Pooling

Where your Account(s) is set to pooling, you will be entitled to credit interest where your Account has a credit balance, calculated in accordance with the applicable interest rate. The applicable interest rate is determined by the cumulative balance of all Accounts in the Group set to pooling which have credit balances and any Accounts set to offset that are deemed to be set to pooling, as set out above, where the total balance of all Accounts with credit balances set to offset exceeds the total balance of all Loans participating in the offset.

Further credit interest details, including the method of calculation, are set out in the Account's factsheet or may be obtained from any store of the bank or viewed on [bnz.co.nz](http://bnz.co.nz)

## 8.4 Account settings

Your Account settings in respect of pooling and offsetting may be changed online at anytime by an Account Holder. Your request will appear on screen immediately but will not take effect until the end of the day.

## 8.5 Overdrawn Accounts

Any Account that is overdrawn will not be included in pooling or offsetting for the period it is overdrawn.

## 9. TotalMoney group criteria

A TotalMoney group can only consist of the following:

- › the TotalMoney Accounts and Loans of one individual; or
- › the TotalMoney Accounts and Loans of two individuals (including joint accounts with each other) who are either married, in a civil union, or in a De Facto Relationship with each other, plus the TotalMoney Accounts and Loans of Children of any of the above;
- › the TotalMoney Accounts and Loans of one sole trader;
- › the TotalMoney Accounts and Loans of one sole trader and two individuals (one of whom is the sole trader acting in his or her personal capacity) (including joint accounts with each other) who are either married, in a civil union, or in a De Facto Relationship with each other, plus the TotalMoney Accounts and Loans of Children of any of the above.

However:

- › an individual customer may not have individual Accounts or Loans in more than one TotalMoney group; and
- › a joint customer may not have their Accounts or Loans in more than one TotalMoney group;
- › a TotalMoney group must not contain more than one sole trader's Accounts;
- › a sole trader may not have their sole trader Accounts or Loans in more than one TotalMoney group.

All Group Members in a TotalMoney group must be either:

- › persons who are all residents of New Zealand for tax purposes; or
- › persons who are all non-residents of New Zealand for tax purposes.

Group Member(s) must notify BNZ if at any time any or all of the TotalMoney group criteria set out in this clause cease to be satisfied (in which case, BNZ may require the Group Member(s) to form new or different TotalMoney groups).

## 10. Leaving a Group

You may notify BNZ at any time if you wish to cease to be a Group Member. Your ceasing to be a Group Member shall take effect from the beginning of the business day after we receive such notice. If you close all of your accounts and do not have a Loan then you will cease to be a Group Member.

## 11. Internet Banking

### 11.1 Operating online

If you are 13 years or older you must be registered for Internet Banking in order to have an Account. If you are less than 13 years old you do not need to be registered for Internet Banking to have an Account. If you are less than 13 years old you may only be registered for Internet Banking if your Parent or legal guardian agrees to this.

### 11.2 Opening new accounts

Group Members who have a TotalMoney Account in their individual, sole trader or joint names will be able to open new TotalMoney Accounts in that name/those names online using Internet Banking (joint Account Holders can, acting alone, open new Accounts online in that joint account name). Any new Accounts opened will be subject to the TotalMoney terms and conditions as amended from time to time. The ability to open new Accounts online will be subject to the maximum number of Accounts in a Group as set by BNZ from time to time in its absolute discretion.



## Need more information?

- › Talk to us in store
- › Visit **bnz.co.nz**
- › Give us a call on **0800 275 269**

Full details, standard terms and conditions, our current disclosure statement and our Qualifying Financial Entity disclosure statement may be obtained free at any store or viewed on our website.

