



Rabobank

General Terms and Conditions

Applicable to all accounts

November 2019

These General Terms and Conditions apply to each account with Rabobank New Zealand Limited ("Account"). Your use of an Account, including any card, confirms that you understand and accept these General Terms and Conditions.

1. General

- 1.1 The agreement between you and Rabobank about the Account is contained in these General Terms and Conditions and all other documents that set out the terms and conditions on which the Account is provided by us to you, including loan and security documents and any document that may be required to be executed by you and/or us as part of, or as a condition of, the Account (the "Contract"). If there is any inconsistency between these General Terms and Conditions and any other document forming part of the Contract, that other document prevails.
- 1.2 The Contract does not limit or exclude any of our or your rights under the general law, or banking custom or practice, except where those rights are inconsistent with the Contract. However, the Contract is subject to any non-excludable requirement imposed by law and to the Code of Banking Practice.

2. Account opening and operation

- 2.1 At the opening of the Account and at any time during the lifetime of an Account, you must provide us with any documentation and information we request from time to time in order for us to undertake any action required for you, us and any other member of the Rabobank group to comply with all laws, rules, codes, regulations and other legal requirements in force from time to time in New Zealand and in any jurisdiction worldwide including, without limitation, tax compliance and anti money laundering and countering terrorism legislation and sanctions regulations ("Applicable Laws"). You also agree to such documentation and information provided to us being disclosed to any other person or body to enable it to be reported and used in compliance with the relevant Applicable Laws.
- 2.2 If at any time it becomes unlawful for us to comply with our legal obligations in relation to your Account (including as a result of you becoming subject to any international financial or economic sanction), we will have no liability for failing to comply with any such obligation and will not be liable for any losses which you may incur as a result.
- 2.3 You must operate the Account in accordance with the Contract and Applicable Laws. We may amend, adjust, suspend, cancel or reverse any payment instruction which is not made to us in accordance with the Contract and the Applicable Laws.
- 2.4 You are responsible for the conduct of any person authorised to operate the Account, including for any debts they might incur. If you wish to revoke their authority to operate the Account, you must tell us in writing.
- 2.5 We may require you to satisfy us of your identity under Applicable Laws.
- 2.6 We may refuse to act on any instructions which we consider may be invalid or where we otherwise consider we have good reason to refuse. We may act on telephone, e-mail or facsimile instructions where it is reasonable for us to think that the instruction is sent by you (even if it is not).
- 2.7 We are not liable to you or anyone else for any loss or damage that you or anyone else suffers as a result of our refusal to authorise any transaction where we have the right to so refuse.
- 2.8 The Account must not be in debit or over any loan limit at any time without our prior agreement.
- 2.9 We may provide you with a statement of the amount you owe us on the Account, or anything else about the Account. The statement is sufficient to prove those things, unless you prove that the statement is incorrect.
- 2.10 We may monitor and/or record telephone conversations for verification purposes, and retain any such recordings.
- 2.11 Deposits, other than notes and coins, are only provisionally credited to your Account. You may not access those deposits until they are cleared and, if we give you access to any deposit before it is cleared and the deposit is not subsequently cleared for any reason, we will debit the Account with the amount of the deposit. Special clearance of a cheque is available by contacting us.
- 2.12 You must indemnify us against any loss, cost, expense or damage we suffer in connection with the operation of the Account, or any conduct we undertake in good faith relating to the Account. We may debit to the Account any amount you owe us under this indemnity.
- 2.13 Payments into the Account must be made in a manner acceptable to us.
- 2.14 Unless you instruct us otherwise in writing, you are solely entitled to all funds in the Account and no-one else has any interest in them.
- 2.15 We need not comply with any instruction to apply any deposit for a specific purpose or subject to any specific condition, and are not liable for not doing so.
- 2.16 Unless we agree in writing otherwise, you warrant that the Account is wholly or predominantly for business and not personal use.
- 2.17 If a transaction or instruction from you or us falls outside business hours, after processing times, or on a non-business day, we may process the transaction or instruction on the preceding or following business day.
- 2.18 We may refuse to accept, or make, payments in cash.
- 2.19 We may accept, act and rely on any copy of a document received from you, including by e-mail or facsimile, as if we had received the original of the document.

3. Notices

- 3.1 In addition to effecting service as permitted by law, any statement, demand or notice to you may be validly served by being delivered or sent to the latest address, facsimile number or e-mail address nominated by you in writing. Service pursuant to this clause is taken to be effected:
 - (a) where sent by post, upon the earliest of actual receipt, the day when the addressee would have received the item in the ordinary course of post, or two business days after posting; or
 - (b) where sent by facsimile, when the machine or system from which it was sent indicates that it was sent successfully; or

- (c) where sent by e-mail, when the e-mail is sent and the communication enters your communication system; or
- (d) where delivered, upon actual delivery, except where sent/ delivered after 4.30pm or on a day which is not a business day, in which case service is taken to be effected on the next business day.

3.2 No error or omission in a statement, demand or notice from us affects its validity.

4. Statements

- 4.1 Unless you request otherwise, at least every 6 months we will make available to you records relating to your transactional Account.
- 4.2 You must check your Account records and contact us immediately if you want to question any record.

5. Interest

- 5.1 We may pay interest on any credit balance in the Account at a rate determined by us at our sole and absolute discretion. Different rates of interest may apply. Interest is calculated on the daily balance and credited to the Account monthly in arrears on the last day of each month, or on each interest payment date if applicable, and on closure of the Account. Interest is accrued from the first date of the credit balance or the date of the last interest payment, up to but not including the date of the next interest payment, withdrawal of all the credit balance, or closure of the Account.
- 5.2 Interest on debit balances where there is a loan limit is determined by the Contract.
- 5.3 Interest on debit balances where there is no loan limit will be as agreed with us or, if there is no such agreement, as determined by us.

6. Cheques

- 6.1 You may only write cheques on the forms we supply. We will supply cheque forms to the most recent address we have for you.
- 6.2 We may dishonour any cheque presented for payment and impose a charge, in our reasonable discretion, including if:
 - (a) honouring the cheque would put the Account in excess of the amount available to be drawn on the Account, taking into account any loan limit and any contingent liability of Rabobank under any document of surety (including bank guarantee or letter of credit);
 - (b) the cheque is presented before, or more than 6 months after, its date, is incorrectly completed, or is not signed in accordance with the Account operating authority.
- 6.3 If either you or we:
 - (a) close the Account, or
 - (b) cancel the cheque facility,we will dishonour any cheque presented later, unless you make other arrangements with us. At this time you must return to us any remaining cheque forms.
- 6.4 Our right to take action to recover any moneys you owe us is not prejudiced by any decision we make to meet payment on any cheque.
- 6.5 If any cheque or cheque book is lost, stolen or misused, you must notify us as soon as possible by calling us on the phone number specified on our website.
- 6.6 If you unreasonably delay advising us that a cheque or cheque book has been lost, stolen or misused, other people might be able to withdraw money from the Account without your permission. In such circumstances you may be liable for some or all unauthorised transactions.
- 6.8. The following actions may provide some protection against theft or fraud:
 - (a) crossing a cheque and adding the words "Not Transferable";
 - (b) always safeguarding your cheques and never signing a cheque in advance, or leaving any details blank after the cheque has been signed; and
 - (c) always writing the cheque so that the words and figures cannot be altered or added to and putting a line through the blank parts.

7. Other payment methods

- 7.1 You may authorise another person to debit the Account (direct debit user). The direct debit user must provide us with documentation (in a standard bank format which is satisfactory to us) of your authorisation.
- 7.2 You may authorise us to make regular automatic payments from the Account to another person. Your authorisation to us must be either:
 - (a) in writing and on our standard form; or
 - (b) given through Rabobank Internet Banking.

8. Stopping payments

- 8.1 If the Account has a cheque facility you can stop payment on a cheque before it is paid, by special answer or otherwise. To do so, contact us on the phone number specified on our website.
- 8.2 You can cancel a stop payment request. You must do so in writing using any of the specified methods of making a stop payment

request and giving the above details of the cheque.

- 8.3 We charge a fee for stopping payment on a cheque, or cancelling a stop payment.
- 8.4 Whilst we will make reasonable efforts to stop payment after our requirements have been satisfied, we are not liable if payment is not stopped.
- 8.5 You can generally only stop payment of a bank cheque issued to you if the cheque has been lost, stolen or returned to us by you prior to payment. A bank cheque cannot be stopped, for example, simply because you have changed your mind about a transaction after handing the cheque over to another person, or a transaction has broken down for any reason. If you wish to request a bank cheque to be stopped contact us on the phone number specified on our website.
- 8.6 We charge a fee for stopping payment on a bank cheque. We will make reasonable efforts to stop payment after our requirements have been satisfied. However, we will not be liable if payment is not stopped.
- 8.7 If you have authorised a direct debit user to debit the Account and you want to stop this arrangement, you must contact us. Provided you give us full written details of the direct debit arrangement, including the name of the direct debit user and, if applicable, the due date and amount, we will promptly process your request. You should contact the direct debit user and notify them of your action.
- 8.8 If you have authorised us to make regular automatic payments from the Account and you want to stop these payments, you must provide written instructions to us at least three business days before the next payment is scheduled to be made. Alternatively, you can use Rabobank Internet Banking to stop automatic payments.
- 8.9 You will not necessarily be able to reverse a payment made using Rabobank Internet Banking and we are not liable if you make a mistaken payment. You must therefore be very careful to ensure you do not make a mistake when making a payment using Rabobank Internet Banking.

9. Cards

- 9.1 If you have a card for use on the Account, the applicable terms and conditions (as issued to you when you receive the card and as varied from time to time) will apply.

10. Rabobank Internet Banking

- 10.1 If you use Rabobank Internet Banking, the Rabobank Internet Banking Conditions of Use (as varied from time to time) will apply.

11. Combination of Accounts/right of set-off

- 11.1 We may combine some or all Accounts owned by you and held with us or our related entities, at any time and without prior notice to you. If we combine Accounts, we will apply some or all credit funds against some or all amounts you owe us. If we combine all of your Accounts, there will be only a single amount that either we owe you or you owe us.
- 11.2 Combining Accounts may result in break costs (for example if there is a term deposit or a fixed loan) being debited to an Account.
- 11.3 We have no obligation to combine your Accounts and may use money to buy money in another currency.

12. Interest, fees and government charges and taxes

- 12.1 We may impose, vary and debit to the Account all our fees and charges. We may also debit to the Account our costs (including recovery costs), interest on debit balances, any government charges and taxes applicable to the Account and any other amounts you owe us.
- 12.2 Our standard fees are set out in our standard fee schedule. Our current schedule may be obtained from our website.
- 12.3 Unless you have given us a copy of your current certificate of exemption we will deduct withholding tax on interest. If you have not supplied your IRD number we may deduct tax at a higher rate than might otherwise apply. For non-residents, we may elect to pay the IRD and deduct from interest credited or paid to you a non-resident approved issuer levy, instead of deducting non-resident withholding tax.

13. Breach

- 13.1 If you breach any of the terms of the Contract, our rights include (without limitation and in addition to our rights under any loan and security documents):
- (a) closing the Account;
 - (b) cancelling any card on the Account and requiring its return;
 - (c) cancelling any cheque facility and requiring the cheque book to be returned; and
 - (d) cancelling access to the Account via Rabobank Internet Banking.

14. Closure of the Account

- 14.1 You must pay any amounts you owe us if the Account is closed for any reason by you or us.
- 14.2 If you wish to close the Account, you must give us written notice.
- 14.3 We may close the Account at any time after giving you such notice as is reasonable in the circumstances. If we cannot contact you for

any reason, we may close the Account without giving you notice.

- 14.4 We may close or suspend your Account immediately if:
- (a) we learn of your death, bankruptcy or other lack of legal capacity;
 - (b) compliance with our obligations in relation to the Account becomes illegal;
 - (c) there is not enough money in your Account to cover all the payments which you have instructed to be made or our fees and charges;
 - (d) there is a dispute in relation to the Account;
 - (e) we are instructed by a court order;
 - (f) you have acted unlawfully or abused our staff;
 - (g) any third party claims an interest in the Account that we consider may be legitimate;
 - (h) you breach any term of the Contract; or
 - (i) we consider there are other reasonable grounds to do so.
- 14.5 We may require you to pay us any expenses or costs we incur in closing or suspending your Account.
- 14.6 Following notification of closure of the Account, we may debit to the Account any fees, government charges and taxes, interest and costs from the operation or maintenance of the Account, and any transactions on the Account, during the period up to its closure. You must pay us immediately all such amounts.

15. Variations

- 15.1 We can vary the terms and conditions of the Account, including fees and charges. We will give you at least 14 days' notice of such change in at least one of the following ways:
- (a) by direct communication;
 - (b) by display in all our branches;
 - (c) by notice in the media (including public notices);
 - (d) by notice on our website; or
 - (e) by any electronic banking channel used by you.
- 15.2 Prior notice is not required for interest rate changes and other variations that are subject to market fluctuations.

16. No assignment by you

- 16.1 You may not assign, or charge your interest in, or declare a trust in respect of the Account.

17. Rabobank's rights to deal with Account

- 17.1 We may at any time, without your consent, sell, assign, transfer, negotiate, grant participations in, or otherwise dispose of or deal with all or any part of our interest in the Account. You must at any time at our request execute and deliver to us, or to such person as we may specify, all documents we may require to effect any such disposal or dealing. In connection with any such proposed disposal or dealing, you authorise us to disclose information relating to you.

18. Non-waiver

- 18.1 No failure by us to enforce any of our rights in respect of the Account, at any time and for any period of time, is a waiver of any such right.

19. No moratorium

- 19.1 The provisions of any legislation postponing payment of money, reducing or fixing rates of interest, or otherwise purporting to curtail or restrict any of our rights are, to the extent that it is lawful, expressly excluded from applying to the Account.

20. Time of the essence

- 20.1 Time is of the essence in relation to the performance of your obligations under the Contract.

21. Severability

- 21.1 If any provision of the Contract is held to be invalid, unenforceable or illegal for any reason, it will be severed, but no remaining provision will be in any way affected or impaired and the Contract must be construed so as most nearly to give effect to the original wording.

22. Applicable law and jurisdiction

- 22.1 The Contract is governed by New Zealand law.
- 22.2 We and you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New Zealand.

23. Reporting problems and making complaints

- 23.1 You must report errors, unauthorised use or any other problem (including if you want to question an entry on a statement) as soon as possible after you discover them. You can make reports by contacting us on the phone number specified on our website
- 23.2 We may require you to confirm your report in writing.
- 23.3 Complaints about your Account can be made to any employee or officer of ours at a branch, or at the address or on the phone number specified on our website. If you are not satisfied with how we have dealt with any complaint, you may refer the complaint to the Banking Ombudsman whose address and telephone number are Level 5, Huddart Parker Building, 1 Post Office Square, Wellington 6011 or Freepost 218002, PO Box 25327, Wellington 6146, Telephone 0800 805 950.

24. Trust Accounts

- 24.1 This clause applies where you own the Account as trustee/executor/administrator, whether or not that is disclosed to us.
- 24.2 You represent and warrant to us that:
- (a) the trust is validly created and existing, no circumstances exist by which it may be determined and no date within the duration of the Account for the vesting of any of the trust's assets has been appointed;
 - (b) you are validly appointed as a trustee/executor/administrator, are not in breach of your obligations and no circumstances exist by which you may be removed;
 - (c) the Account is opened and operated (including the execution of all related documents) pursuant to and in proper exercise of your powers and all formalities required have been complied with;
 - (d) the loan purpose and performance by you of your obligations is for a proper purpose of, and provides commercial benefit to, the trust;
 - (e) you are entitled to be fully indemnified out of the trust's assets for your liability under the Account and have not charged your right of indemnity to any other person;
 - (f) you are a legal owner of all the assets of the trust;
 - (g) there is no dispute in relation to the trust or the trust's assets; and
 - (h) you are empowered to carry on the business as now conducted or contemplated, and to own the property and assets, in your capacity as trustee/executor/administrator, and there is no restriction or condition upon such activity by you.
- 24.3 You must not, without our written consent:
- (a) cease to be trustee/executor/administrator or do anything which would cause or enable your removal;
 - (b) cause or permit the trust to be determined or a vesting date to be appointed;
 - (c) do, permit, or not do or permit, anything which adversely affects your right of indemnity out of the trust's assets;
 - (d) vary or permit to be varied the terms of the trust;
 - (e) resettle, set aside, distribute or dispose of any trust assets; or
 - (f) delegate any of your powers as trustee/executor/ administrator or exercise any power of appointment.
- 24.5 You irrevocably and unconditionally grant us direct access to the trust's assets to recover any money not paid on time in connection with the Account.
- 24.6 Your liability in connection with the Account is not limited or otherwise affected by either you being a trustee/executor/ administrator or the extent of your ability to indemnify yourself out of the assets of the trust, unless we have agreed to an independent trustee limitation.

25. Multi-owner Accounts

- 25.1 If the Account is owned by two or more persons:
- (a) the Contract binds each of you separately as well as together;
 - (b) we may pay any credit balance of the Account to any of you;
 - (c) we may deliver to any of you any documents, deeds or items which we hold;
 - (d) where one joint Account owner dies, the survivor(s) will own the Account;
 - (e) you are jointly and severally liable for all debts incurred on the Account;
 - (f) where we receive a deposit in favour of one or more of the owners, we may pay it into the Account unless instructed otherwise; and
 - (g) we may serve any statement, demand or notice on any person authorised to operate the Account.

26. Partnership Accounts

- 26.1 If the Account is owned by a partnership:
- (a) each partner when the Account is opened, and each person who later joins the partnership, is deemed to be bound by the Contract;
 - (b) each former partner remains liable in relation to the Account unless released by us in writing;
 - (c) where we receive a deposit in favour of one or more of the partners, we may pay it into the partnership Account unless instructed otherwise; and
 - (d) each person authorised to operate the Account can do so as if all the partners had authorised the relevant operation.

27. Lien

- 27.1 If we receive or hold any property, items or documents for you for any purpose and money is owed to us by you, we may exercise a lien over that property, item or document as security for the money owed.

28. Privacy

- 28.1 You consent to the information received in relation to the Account being:
- (a) collected and held by Rabobank (our address is specified on our website);
 - (b) also held by other members of the Rabobank group and our contractors, both in New Zealand and in other countries;
 - (c) disclosed to other members of the Rabobank group and intermediaries and contractors, including their employees and agents;
 - (d) used for the operation of the Account and for enabling us and other members of the Rabobank group to comply with Applicable Laws; and
 - (e) disclosed to third parties who offer services complementary to those services offered by Rabobank, where the disclosure is for commercial and marketing purposes.
- 28.2 We and any other member of the Rabobank group may use the information for marketing purposes, including the marketing of third parties' products and services to you and including by electronic means (where we consider appropriate and unless you object).
- 28.3 You authorise us to make any enquiries at any time about any information received and to enquire about your credit rating, credit history and creditworthiness from whatever sources we consider appropriate. You authorise any person approached by us to provide such information.
- 28.4 We may also give appropriate information about you to credit rating and credit reporting agencies, anyone else to whom we are making an enquiry about you and, if necessary, any person whom we may appoint to collect any amounts owed to us.
- 28.5 Access to, including for correction of, personal information may be gained by contacting us on the phone number specified on our website. If all the information requested is not provided, we may not be able to provide the Account in the manner requested or at all.

29. Consumer Guarantees Act

- 29.1 Notwithstanding any other terms and conditions, the Consumer Guarantees Act 1993 may apply to the operation and provision of the Account. However, where you use, or hold yourself out as using, the Account for business purposes, the provisions of that Act will not apply.

30. Bank not liable

- 30.1 We are not liable for:
- (a) any claim that arises from acting reasonably on your instructions;
 - (b) any loss due to matters outside our reasonable control;
 - (c) any delay in transferring funds to or from the Account (except for interest);
 - (d) refusing to act on contradictory instructions; or
 - (e) the conduct or failure of any person we use to provide or help provide any services in connection with the Account, unless such failure involves our negligence.

31. Interpretation

- 31.1 A reference to "Rabobank", "we", "us" or "our" is to Rabobank New Zealand Limited.
- 31.2 A reference to "you" or "your" is to each person who owns the Account and, where appropriate in the context, includes any person authorised to operate the Account.
- 31.3 A reference to an agreement or document is to the agreement or document as amended, supplemented, novated or replaced from time to time.
- 31.4 Unless the context otherwise requires:
- (a) the singular includes the plural and vice versa; and
 - (b) a "person" includes an individual, a body corporate, a firm, a government, and any trustee, executor, administrator, successor in title and assignee of that person.
- 31.5 A reference to a statute is to the statute as amended, consolidated, re-enacted, substituted or extended from time to time.
- 31.6 Headings and tables of contents must be ignored in interpreting the Contract.



Rabobank

Terms and Conditions for Rabobank Deposits

Call and Term Deposits

These Terms and Conditions apply only to Call Deposit Accounts or Term Deposit Accounts (together referred to as "Deposits" in this document) you have with Rabobank New Zealand Limited ("Rabobank"). They apply to the Account Owner (referred to as Depositor), and to any Authorised Signatory (as nominated by the Account Owner in the Account Operating Authority or the Call and Term Deposits form, as applicable) in relation to the Deposits.

Information

- 1.1 You must promptly notify Rabobank of a change to any information held by Rabobank about you in relation to any Deposit.
- 1.2 Account statements, other notices and correspondence may be sent to you by secure message in Rabobank Internet Banking or to your nominated email or postal address.

Minimum Amounts

- 2.1 The minimum Term Deposit is \$5,000.
- 2.2 The minimum opening amount for a Call Deposit is \$1,000.
- 2.3 Deposits must be in New Zealand currency but not in cash.

Confirmation of Deposits

- 3 Rabobank will confirm in writing its acceptance of a Deposit, the date of acceptance, amount invested, interest rate, interest payment frequency and maturity date (as applicable).

Joint Depositors

- 4.1 Where a joint Depositor dies, the survivor(s) will own the Deposit.
- 4.2 Joint Depositors are jointly and severally liable for all amounts and obligations owing to Rabobank.

Cleared Funds

- 5 Uncleared funds, including proceeds of cheques, are only provisionally credited and are not available until cleared.

Instructions

- 6.1 You or an Authorised Signatory may give instructions by telephone, secure message in Rabobank Internet Banking or writing.
- 6.2 Rabobank may monitor and record telephone conversations, and retain any such recordings.
- 6.3 Rabobank may refuse to act on any instructions which it considers may be invalid or if there is a dispute between Depositors and/or Authorised Signatories, or it may require original written instructions.

Interest

- 7.1 Interest on Deposits is calculated on the basis of the number of days from, and including the date of, Deposit acceptance or interest payment (if applicable) up to but excluding the date of maturity, withdrawal or the next interest payment (as applicable).
- 7.2 Information on current interest rates for Deposits is available from any Rabobank branch or by phoning 0800 500 933 or visiting www.rabobank.co.nz. Different rates will apply depending on the account balance and the interest payment frequency.
- 7.3 Rabobank may, at any time, increase or decrease the interest rate on Call Deposits. Interest on Call Deposits is payable on the first day of each calendar month in arrears and on the date of complete withdrawal, and is credited to the same Call Deposit Account unless instructed otherwise. Interest is calculated on the daily closing principal balance.
- 7.4 Interest on Term Deposits of less than one year is payable only on maturity.
- 7.5 Interest on Term Deposits of one year or more is payable in equal instalments to the nominated account, in arrears monthly, quarterly, half-yearly or yearly (as instructed at the time when a Term Deposit is opened) and also on maturity, and is calculated from the date of acceptance.
- 7.6 Rabobank will deduct from the returns payable all tax and other duties that apply to the Deposit.

Withdrawals - Call Deposits

- 8.1 Withdrawals from a Call Deposit are paid to your nominated account.
- 8.2 A withdrawal will take effect on the day of your request if the request is received by Rabobank before 4.30pm on a week day on which banks and Rabobank's office in Wellington is open for general business ("Business Day"). Otherwise, the withdrawal may not occur until the next Business Day.
- 8.3 A maximum of five withdrawals may be made in any one calendar month before a fee is applied. Each withdrawal must be for at least \$1,000, except a withdrawal of the entire balance.

Maturity - Term Deposits

- 9.1 If Rabobank has no repayment or reinvestment instructions before maturity, Rabobank will seek instructions on whether the Deposit will be re-invested in another Term Deposit or repaid (with any unpaid interest).
- 9.2 Re-invested funds, including any additional funds, will be subject to these Terms and Conditions.
- 9.3 There will be a seven day "cooling off period" which commences the day after the maturity of a Term Deposit, where the maturing funds have automatically been reinvested into a new Term Deposit, during which you can withdraw or transfer the funds in the new Term Deposit without paying any break fee or incurring a reduction in interest accrued in that Term Deposit ("Cooling Off Period"). During this period you can:
 - (a) choose a different duration for your new Term Deposit;
 - (b) select to add to the amount of your new Term Deposit (from a Call Account);
 - (c) change the frequency with which interest is paid on your new Term Deposit;
 - (d) change your Instructions as to the amount to be reinvested (principal and interest, or principal only); and
 - (e) instruct us that, instead of reinvesting in a new Term Deposit, the full amount of your Term Deposit plus interest earned should be paid into a Call Account.
- 9.4 Where any of these changes are made during the Cooling Off Period, that new Term Deposit will be broken at no cost and another Term Deposit will be established, starting on the date during the Cooling Off Period that the new Term Deposit was established.
- 9.5 Repayments will be to your nominated account.
- 9.6 If no instructions are received prior to maturity, the funds will be deposited in a Call Deposit.

Early Breaking of Term Deposits

- 10.1 If you wish to break part or all of a Term Deposit before maturity you must request this by telephone, secure message in Rabobank Internet Banking or in writing. If Rabobank agrees to the early break, the funds will be repaid to your nominated account.
- 10.2 For any Term Deposit which was entered into prior to 1 November 2019, the fee for early breaking is equal to Rabobank's break costs (as determined by Rabobank) and reflects future cash flow losses incurred by Rabobank as a result of interest rate differentials that exist between wholesale market rates applicable to the existing Term Deposit and current wholesale market rates applicable for the remaining period of the Term Deposit, adjusted to reflect a net present value. The break fee increases in line with increases in the following: interest rates, the amount broken and the market margin.
- 10.3 For any Term Deposit which was entered into on or after 1 November 2019, the break fee is determined using the following interest reduction table which is based on the percentage of the term that has elapsed:

Percentage of term elapsed	Interest reduction
less than 20%	80%
20% to less than 40%	60%
40% to less than 60%	40%
60% to less than 80%	20%
80% to less than 100%	10%

Example 1 - interest paid at maturity:

A one-year Term Deposit with a principal investment of \$20,000 earning 4% p.a. where the early termination occurs after 9 months:

- divide the interest rate by 365 to get the daily interest rate: $4\% \div 365 = 0.0109589\%$;
- multiply this by the amount of the Term Deposit to get the interest earned each day: $0.0109589\% \times \$20,000 = \2.19 ;
- multiply this by the number of elapsed days in the Term Deposit to get the total interest earned to date: $\$2.19 \times 274 \text{ days} = \600.55 ;
- work out the percentage of the original term that has elapsed: $9/12 = 0.75$ (75%);
- as 75% of the original term has passed, the fee will be calculated with 20% of the gross interest. Multiply the interest earned by 20% (0.20) to get the fee: $\$600 \times 0.20$ (20%) = $\$120.11$;
- take the fee from the interest earned and withholding tax paid to find out the net interest that you will receive.

Example 2 – interim interest:

A two-year Term Deposit with a principal investment of \$20,000 earning 4% p.a. where the early termination occurs after 14 months and interim interest had been paid out after 12 months:

- divide the interest rate by 365 to get the daily interest rate: $4\% \div 365 = 0.0109589\%$;
- multiply this by the amount of the Term Deposit to get the interest earned each day: $0.0109589\% \times \$20,000 = \2.19 ;
- interim interest paid after 12 months: $\$20,000 \times 4\% = \800 (before tax);

- multiply the interest earned each day by the number of elapsed days since the interim interest was paid to get the interest accrued at the break date: $\$2.19 \times 61 \text{ days} = \133.70 ;
 - total gross interest earned: $\$133.70 \text{ (accrued)} + \$800 \text{ (already paid out)} = \933.70 ;
 - work out the percentage of the original term that has elapsed: $14/24 = 0.58 \text{ (58\%)}$;
 - as 58% of the original term has passed, the fee will be calculated with 40%. Multiply the total gross interest earned by 40% (0.40) to get the fee: $\$933.70 \times 0.40 \text{ (40\%)} = \373.48 ;
 - take the fee (\$373.48) from the interest accrued at the break minus tax;
 - the interest accrued is not enough to cover the break fee so the principal investment (\$20,000) will be reduced meaning some of the principal will be returned.
- 10.4 The fee may be deducted from the interest and/or the principal of the Term Deposit payable at the date of the break. This fee is also payable if Rabobank exercises its right to close the Term Deposit early. Please contact Rabobank on 0800 500 933 for a quote on the exact fee applicable.
- 10.5 The break fee referred to above at clause 10.2 and 10.3 will not apply if the Term Deposit is terminated within a Cooling Off Period in accordance with clause 9.3.

Account Statements

- 11 Rabobank will make account statements for Call Deposits available monthly either electronically or in paper form. It is important you check these statements and notify Rabobank immediately if you think any errors or unauthorised transactions appear on them, by phoning 0800 500 933.

Charges

- 12 Please see Rabobank's current Fee Schedule (available at www.rabobank.co.nz) for a list of fees and/or charges that apply to Call and Deposit Accounts (if any).

Processing of Transactions

- 13 If a transaction or instruction falls before after 4.30pm on a Business Days, or on a non-Business Bay, Rabobank may process the transaction or instruction with effect on the preceding or the following Business Day at Rabobank's sole and absolute discretion.

Responsibility and Release

- 14 The Account Owner is responsible for all liabilities incurred in relation to a Deposit and releases Rabobank from and against all liabilities, expenses, actions, proceedings and claims relating to a Deposit, including any relating to instructions or apparent instructions, except to the extent they arise directly from Rabobank's negligence, wilful default or fraud.

Complaint Resolution

- 15.1 Complaints can be made to any employee or officer of Rabobank at any branch or by phoning 0800 500 933.
- 15.2 If you are not satisfied with how Rabobank has dealt with any complaint, you may take your complaint to the Banking Ombudsman, whose address and telephone number are Level 5, Huddart Parker Building, 1 Post Office Square, Wellington 6011 or Freepost 218002, PO Box 25327, Wellington 6146, Telephone 0800 805 950.

Non-Resident Depositor Declaration

- 16 If you selected "Non-resident" as your tax status, you declare that any person beneficially entitled to a Deposit (and any interest) held in your name is not a tax resident of New Zealand when the Deposit is placed with Rabobank. If any such person becomes a tax resident of New Zealand, you must notify Rabobank immediately. You must indemnify Rabobank for any losses, costs, penalties and other expenses which Rabobank might suffer directly or indirectly out of your failure to comply with this clause.

General

- 17.1 In addition to these Terms and Conditions all Deposits are also subject to Rabobank's General Terms and Conditions. The General Terms and Conditions contain details about privacy, Rabobank's duty to keep customer information confidential and Rabobank's right to combine accounts. If there is any inconsistency between these Terms and Conditions and the General Terms and Conditions, these Terms and Conditions prevail.
- 17.2 General information about Rabobank's banking services is available on request. Copies of Rabobank's current Disclosure Statement are available, free of charge, from any Rabobank branch or at Level 23, 157 Lambton Quay, Wellington, or phoning 0800 500 933. Rabobank's Disclosure Statement can also be downloaded from www.rabobank.co.nz.