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This document is current as at June 2008. Information in this PDS is subject to change from time to time. To the extent that the change is not materially adverse to customers, we may update it by posting a notice of the change on DDH Graham Limited's website at www.ddhgraham.com.au. A paper copy of the updated information will be given to you without charge on request. We may also issue a supplementary PDS with new information. This PDS (and any supplementary PDS) is available in paper form from DDH Graham Limited and in electronic form from www.ddhgraham.com.au

The terms that govern the way you bank with us are set out in this booklet and *Money Market Deposit Accounts - Schedule of Fees and Charges*. Together, these documents comprise our Product Disclosure Statement (PDS) for the Money Market Deposit Accounts that we provide to you.

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# INTRODUCTION

#### 1.1 Introduction to Money Market Deposit Accounts

We encourage you to take time to read this PDS and the other material provided to you. It has been produced to help you choose the right Account for your needs.

You will be required to sign an Application Form prior to opening an Account with us.

By signing the Application Form, you are agreeing to all of the provisions contained in this PDS. Further information on Application Forms is set out in section 2.4(a).

#### 1.2 Relationship between Bank of Queensland Limited and DDH Graham Limited

DDH Graham Limited (DDHGL) have been appointed as an agent of the Bank of Queensland to manage and administer the Money Market Deposit Accounts which are the subject of this PDS.

All functions, powers or actions which DDHGL is to perform as set out in this PDS are to be performed by DDHGL only in their capacity as our agent and may be performed by us.

Any warranties you give to DDHGL under the terms of this PDS (eg under section 2.4(d)) are also given to us (individually and collectively).

Please note that by depositing money in a Money Market Deposit Account, you are making a direct deposit with Bank of Queensland. Bank of Queensland undertakes to repay your deposit, together with interest due, in accordance with the terms and conditions contained in this PDS.

#### 1.3 Need to know more?

You can contact DDH Graham Limited, at any time if you would like any further information, or a copy of the current Money Market Deposit Accounts - Schedule of Fees and Charges or details of any of the Interest Rates. Contact DDHGL by:

calling (07) 3229 6133 or on their Toll free number 1800 006 133 Monday to Friday 8:30 a.m. to 5:00 p.m. AEST; or

visiting DDHGL's website at www.ddhgraham.com.au; or

emailing moneymarket@ddhgraham.com.au; or

sending a facsimile to (07) 3229 2014; or

writing to DDH Graham Limited, GPO Box 330, Brisbane QLD 4001.

#### 1.4 How does this PDS affect you?

If you already use a Money Market Deposit Account described in this PDS, then this PDS will apply to your ongoing use of that service 30 days after you receive it.

If you are applying for any Account for the first time, this PDS will apply to you immediately.

You receive and agree to these terms and conditions as agent for anyone operating on the Account on your behalf. You must pass on these terms and conditions to each of those persons.

#### 2.1 Types of Money Market Deposit Accounts

Set out below are details of our Money Market Deposit Accounts.

Accounts	Description
Money Market At-Call Deposit Account	An at-call deposit account with a minimum investment amount of \$500. If requested, you may have a personal cheque book on your Money Market At-Call Deposit Account.
Money Market Fixed Term Deposit Account	A minimum investment amount of \$5,000 with lodgement terms between 30 days and 2 years, offering fixed terms and fixed rates of interest.

#### 2.2 Summary of features and benefits.

	Money Market Deposit Accounts	
Features and benefits	Money Market At-Call Deposit Account	Money Market Fixed Term Deposit Account
Interest calculated on daily balance	V	<b>✓</b>
Interest reinvested	V	✓ if requested
Interest paid monthly	V	✓ if requested
Interest paid quarterly or semi-annually	if requested	✓   if requested
Interest paid annually	Х	<b>✓</b> if requested
Interest paid at end of term (for terms less than 12 months only)	not applicable	✓ if requested
Interest paid to you in accordance with your Interest Instructions	interest will be reinvested unless you have instructed otherwise	<b>✓</b>
Cheque book access	if requested	Х
Deposits/additional deposits allowed	V	Х
Withdrawals allowed	Fees will apply for withdrawals of less than \$500	\$500 minimum. Withdrawals prior to maturity are subject to a break cost Refer to Section 2.8(c)
Regular Statements issued	V	<b>✓</b>
Confirmation of transactions	cheque deposits only	V
Online Services	provided upon request	✓ provided upon request
Minimum balance	\$500 minimum applies	\$5,000 minimum applies
Minimum or maximum term	Not applicable	✓ 30 days to 2 years

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Please note: If you cease to meet any of the eligibility criteria on any of our Money Market Deposit Accounts, for example, because the investment balance in your Account falls below the prescribed minimum balance, we may close your Account without notice to you and transfer the funds in accordance with either your Withdrawal Instructions or other written instructions.

#### 2.3 Other important information

Accounts	Description
Cost of the product	You can find details of fees and charges that apply to your Account in Money Market Deposit Accounts – Schedule of Fees and Charges.
Significant risks of the product	In an investment context, the risks relevant to your Account include the variability of returns on your deposit and the potential to lose your deposit.
	The return on your deposit depends on the interest rate that applies to your Account. The interest rate that we pay is affected by a number of factors which are set out in section 2.8(a). Movements in market interest rates create a risk that the interest rate we pay you might become less attractive when compared to returns on comparable investments. This is particularly relevant if your Account has a fixed term and rate.
	Terminating a Money Market Fixed Term Deposit Account before the agreed maturity date is done at the prevailing market rate, and will incur a break cost of the greater of \$100 or a rate differential leading to an interest adjustment, which in some cases may be a downward adjustment. This risk is further outlined in section 2.8(c).
	In certain circumstances, you may not be able to obtain the same interest rate for a Money Market Fixed Term Deposit Account which is reinvested for a term subsequent to the original term. This risk is further outlined in section 2.10.
	There is a risk when you appoint an Authorised Signatory to operate your Account. See section 2.5(c) for further details.
	There is a general risk that the Money Market Deposit Accounts may not suit your particular objectives, financial situation or needs.
	There is a risk attached to your use of any Payment Services. These are further outlined in chapter 3.
	If DDHGL becomes insolvent or is wound up, we may be required to appoint another agent in relation to our Money Market Deposit Accounts.
	There is a risk that if for some reason we the Bank become insolvent or is/are wound up, you may not be able to recover funds deposited with us.

Accounts	Description
Commissions	We do not pay our staff any commissions or inducements in relation to the establishment of particular Money Market Deposit Accounts or the provision of banking services.
	We pay DDHGL a commission by way of a management fee in relation to our Money Market Deposit Accounts. This does not affect the amount of any return or interest payable to you. This fee is equal to the total cost which we agree to pay in respect of all funds deposited in Accounts with us, which is calculated as a percentage of those funds, less the amount of interest paid to holders of Accounts by DDHGL and less any brokerage paid to any stockbrokers, financial planners and other intermediaries by DDHGL. As the total cost which we pay to DDHGL in respect of funds deposited in Accounts with us fluctuates with movements in the Wholesale Money Market, it is impractical for us to disclose it in this PDS.
General tax information	If you earn interest on deposit funds, you may have to pay income tax on the amount earned, depending upon your circumstances.
	If you do not provide us with a tax file number or Australian Business Number (ABN), withholding tax must be deducted from any interest that you earn, provided that your interest exceeds a threshold amount.
	If you are a non-resident, withholding tax will be deducted from the interest that you earn on your Account. It is your responsibility to notify us of your non-resident status on your Application Form. You may also be required to pay tax in your country of residence.
	Withholding tax rates are set out in Money Market Deposit Accounts – Schedule of Fees and Charges.
	We recommend that you obtain your own advice regarding all tax matters, as the tax effect of any product or transaction depends on your individual circumstances.

#### 2.4 Opening an Account

#### (a) What we need from you

You can open an Account by completing and signing an Application Form which, among other things:

- authorises the Account to be opened;
- confirms the details of the Account including the name and/or capacity in which it is to be held and the amount and the initial term of the deposit;
- confirms your details including your residential and postal address, contact numbers and email address;

confirms the details of all Authorised Signatories including their name, position or relationship to you and may include each of their original signatures;

confirms any other name by which you or any Authorised Signatories may be known (such as a maiden name);

confirms your Interest Instructions and your Withdrawal Instructions; and

where your Account is a joint account, confirms details of your requirements concerning instructions to make withdrawals or other transactions from your joint account.

#### (b) New customers

You will need to be identified before an Account can be opened. Any other person who will be an Authorised Signatory will also need to be identified.

The identification procedure depends on the type of account being opened and whether or not you are an Australian or foreign resident. Types of accounts are as follows:

Individual

Trustees of a Trust (for example

a Self Managed Superannuation Fund)

Companies

Partners of a Partnership

Associations (incorporated or unincorporated)

Registered Co-Operatives

Government Bodies

Client's Agents

Please refer to the section 2.4 (e) on page 9 for full details on identification required for each type of account.

If we cannot be sure of your or an Authorised Signatory's identity, we can block all transactions in connection with the Account until you and/or all Authorised Signatories are identified. This may mean that ultimately, the Account may be forfeited at law.

#### (c) Tax File Numbers (TFN)

It is not compulsory for you to give us your TFN. However, if you choose not to, we must deduct withholding tax at the highest marginal tax rate, plus the Medicare Levy, from any interest that you earn.

You can give DDHGL your TFN when you open your Account, or at any other time in writing.

If the Account is held in joint names, each Account holder can provide their TFN. If you hold the Account in trust for another person, such as your child, you must quote their date of birth to receive the Child Exemption if they are under 18 years of age, or quote your own TFN. However, if you are trustee

of a formal trust, the TFN quoted should be that of the trust, not your personal TFN.

If you have not provided your TFN (or ABN) and you are an exempt person, withholding tax will not be deducted from your interest unless you are a non-resident for tax purposes, in which case withholding tax will be deducted in accordance with your country of residence. However, you must tell DDHGL which type of exemption applies to you.

We are required to report details of interest income earned, withholding tax deducted and TFNs quoted to the Australian Taxation Office. The Privacy Act imposes strict obligations on what we can do with your TFN. We will keep your TFN confidential.

#### (d) Warranties

By signing the Application Form, you warrant that:

Type of Account holder	Warranty
All Account holders	All information (including any documents) that you have given DDHGL in connection with opening the Account is true, up to date, correct and not misleading.
	You and anyone authorised to operate the Account have (and if you are signing on behalf of an organisation, that organisation has) the power to open and operate the Account.
	That power has not been altered or restricted in any way.
Partnership	If you have not given DDHGL a copy of the partnership agreement, there is no agreement.
	If you have not given DDHGL a copy of the certificate of registration of business name, no name is registered.
Company	If you have not given DDHGL a copy of the certificate of registration of business name, no name is registered.

Type of Account holder	Warranty
Trust/Superannuation	If you have not given DDHGL a copy of the trust deed, there is no trust deed.
Fund	The trust is properly constituted.
	The Account will be operated in accordance with the trust and (if applicable) does not contravene the trust deed.
	The trustee's right of indemnity against the trust assets has not been limited in any way.
	Unless you tell DDHGL otherwise, if the trustee is a company, it acts only as trustee and does not otherwise carry on business.
Associations	You will tell DDHGL immediately about changes to official positions.
Deceased Estates	You are not aware of any later will or codicil or any reason why the will could be changed or challenged.
	You will apply for probate immediately and proceed to obtain probate as soon as possible.
	You will not distribute any legacies or other monies from the Account except those that you may lawfully distribute until probate is obtained.

#### You also:

agree to be personally liable to us if we suffer loss or damage because any of the warranties are not correct (you also agree for any organisation that you have signed the Application Form on behalf of);

agree to tell DDHGL if anything changes to make the warranties incorrect at any time while the Account is open; confirm that you are properly authorised to give warranties and indemnities on behalf of the Account holder;

agree to give DDHGL specimen signatures of people who can operate on the Account from time to time; and authorise DDHGL, in its capacity as our agent, to perform those functions set out in this PDS to be performed by DDHGL in its capacity as our agent.

#### (e) Documents we need

When you open an Account, or at any time you hold the Account, DDHGL may ask to see all or part of the following documents.

Account type	Documentation required*	Account must be in the name of	Sections to complete on Application form
An individual	Australian drivers licence; or	Your full name	Individual or Joint
	Australian Passport; or		accounts:
	Card issued under a law of a State or Territory containing a photo and date of birth; or		<ul><li>1A. Mr A Applicant</li><li>1B. Mrs B Applicant</li></ul>
	Foreign Passport (accompanied by a translation prepared by an accredited translator) for foreign residents.		
	If you cannot satisfy the above, then:		
	Australian Birth Certificate; or		
	Australian citizenship certificate; or		
	Pension card issued by Centrelink; or		
	Health card issued by Centrelink		
	And A document issued by:		
	The Commonwealth, State or Territory not more than 12 months old that records the provision of financial benefits and contains full name and residential address; or		
	The Australian Taxation Office not more than 12 months old that records a debt payable and contains full name and residential address; or		
	A local Government or utilities provider not more than 3 months old which records the provision of services to that person or that address (the document must contain full name and residential address)		
A Company	Copy of Certificate of Registration; or	The name of the	2. ABC Company Pty
	A copy of the ASIC database search	company	Ltd
	Please refer to DDHGL for foreign company requirements		

Account type	Documentation required*	Account must be in the name of	Sections to complete on Application form
Trusts & Trustees (eg. a	Regulated Trust (eg SMSF), managed investment scheme or Govt superannuation fund:	The trustees of the trust	Individuals:  1A. Mr A Applicant and
Superannuation fund)	A copy of the ASIC, ATO or relevant regulator's website; or		1B. Mrs B Applicant
	A copy or relevant extract of the legislation establishing the Govt superannuation fund sourced from a Govt website		3. <trust name=""> Companies:</trust>
	Other Trusts:		ABC Company Pty     Ltd
	A certified copy of the Trust Deed;		3. <trust name=""></trust>
	A notice (such as a notice of assessment) issued by the Australian Taxation Office in the past 12 months; or		
	A letter from a solicitor or qualified accountant verifying the name of the Trust		
	And - Trustee Verification Individual Trustee/s		
	Refer to 'An Individual'		
	Corporate Trustee Refer to 'A Company'		
A Partnership	Original or certified copy of the Partnership Agreement; or	The principals of the partnership	Mr A Applicant and     B. Mrs B Applicant
	Certified Copy or Extract of the Minutes of a Partnership Meeting; or		3. <partnership name=""></partnership>
	An original current membership certificate from a professional association; or		
	A search of the relevant ASIC or other regulators database; or		
	A notice issued by the ATO within the last 12 months (eg Notice of Assessment); or		
	Original or certified copy of a certificate of registration of business name issued by a government or government agency within Australia.		
	And For at least one of the Partners, information as outlined under 'An Individual'		

Account type	Documentation required*	Account must be in the name of	Sections to complete on Application form
A minor (less than 18 years old)	Copy of the minor's birth certificate, or  A notice that  Was issued by a school principal within the preceding three months;  Contains your name and residential address; and Records the period of time you attended the school  And  If trustees acting on behalf of minor, refer to requirements for 'An Individual'	The minor or trustees for the minor	Either:  1A. Minor Name OR  1A. Mr A Applicant and  1B. Mrs B Applicant  3. <minor name=""></minor>
An Incorporated Association	Certificate of Incorporation  Signed meeting minutes showing which officers can operate the account  And  An original or certified copy of the Constitution or Rules of the association  Information provided by ASIC or the government body responsible for the incorporation of the association	The name of the incorporated body	2. ABC Body Inc.
An Unincorporated Association	Signed meeting minutes showing which officers can operate the account  And  An original or certified copy of the Constitution or Rules of the association  In relation to the 'verified member', requirements as listed under 'An Individual'	Officers on behalf of the unincorporated body	<ul><li>1A. Mr A Applicant</li><li>3. ABC Football Club</li></ul>
A deceased estate	A certified copy of the grant of probate or Letters of Administration  And  For at least one of the Executors information as outlined under 'An Individual'	The executors of the estate	<ul><li>1A. Mr A Executor</li><li>1B. Mrs B Executor</li><li>3. Estate of the late</li></ul>
Government Bodies	Search on the relevant Commonwealth, State or Territory website for confirmation of the government body's existence; or  Review of the relevant register of government bodies; or  Extract of the relevant legislation as obtained from a government website	The name of the Government Body	2. Department of ABC

<sup>\*</sup>Additional documentation may be required in some circumstances. We reserve the right to vary these requirements.

#### (f) Joint Money Market Deposit Accounts

You can open an Account jointly with other persons.

If your Account is held jointly, you receive and agree to this PDS as agent for all other holders, and anyone operating on the Account on your behalf. You must pass on this PDS to each of those persons.

You and the other joint holders must sign an Application Form which says how the Account is to be operated. If you want to change the way the Account is operated, all joint Account holders must advise DDHGL of the variation in writing.

Before you open a joint Account, you should understand that:

- each of you are liable for the debts on the Account; and
- if one of you dies, we can treat the credit balance in the Account as owing to the rest of you.

#### 2.5 Allowing others to use your Account

#### (a) General

If you want another person or persons to operate your Account, you must complete the relevant section of the Application Form.

Your Authorised Signatory may be your stockbroker or financial adviser if their stamp and signature appears on your Application Form, or may be another person who you nominate to operate your Account.

Notwithstanding any other provision in this PDS, you will have the same powers in relation to your Account as your Authorised Signatory(s).

#### (b) What can an Authorised Signatory do?

Notwithstanding any other provision in this PDS, if you authorise another person to operate your Account, that person can do most things that you could do yourself. For example, he or she can:

- open new Money Market Deposit Accounts in your name;
- close the Account;
- make additional deposits to the Account;
- make withdrawals from the Account:
- reinvest money on maturity of the Account:
- order additional Statements and/or Confirmations (where applicable);
- get any information about your Account;
- authorise DDHGL to make payments from the Account in accordance with your Withdrawal Instructions;
- authorise DDHGL to make interest payments in accordance with the Interest Instructions;
- sign any documents or provide DDHGL with any instructions which are required to be provided by you in writing; or
- alter your details including, but not limited to, any instructions you have issued to DDHGL.

However, if you are not allowed to perform a particular transaction under this PDS, the Authorised Signatory will also be prohibited from performing the same transaction. Telephone and facsimile withdrawals of funds from your Account will be transferred to your nominated Bank Account in accordance with your Withdrawal Instructions unless you or your Authorised Signatories instruct DDHGL otherwise in writing.

If you have told DDHGL that you do not want them to accept instructions by telephone and/or facsimile, DDHGL will only accept instructions from your Authorised Signatories in writing by post.

#### (c) Risks

You appoint an Authorised Signatory at your own risk. You are responsible for any transactions that person makes on your Account, even if you are not aware of the transaction.

#### (d) Cancelling the authority

You can cancel an Authorised Signatory's or any other person's authority at any time by telling DDHGL in writing, however you will be liable for:

- any transactions made prior to the authority being cancelled and/or you notifying DDHGL of the cancellation; and
- any future dated payments established by the Authorised Signatory prior to the cancellation of the authority and/ or you notifying DDHGL of the cancellation.

We also reserve the right to cancel the Authorised Signatory's or other person's authority to operate the Account.

#### 2.6 Withdrawal Instructions

All customers opening an Account may provide Withdrawal Instructions. These instructions will be set out in the Application Form that you give DDHGL when you open your Account.

Your Withdrawal Instructions will provide details of the Bank Account into which DDHGL will transfer interest payable to you (provided you elect this option in your Interest Instructions) and/or withdrawals from your Account.

All telephone or facsimile withdrawals (where permitted) will be transferred to this Bank Account unless you tell DDHGL otherwise in writing.

If you want to change your Withdrawal Instructions, you or your Authorised Signatory will need to provide DDHGL with written instructions setting out the details of the account (held with a financial institution in Australia) to which all interest and withdrawn funds are to be credited.

Further information in relation to withdrawals from your Account is set out in section 2.7(e).

#### 2.7 Operating your Account

#### (a) Getting information

Subject to DDHGL's Privacy Policy, you can get some current information regarding your Account by telephoning DDHGL on either (07) 3229 6133 or their toll free number on 1800 006 133.

# (b) Confirmations of Deposit, Statements and Confirmations

(i) Money Market At-Call Deposit Account DDHGL will provide you with a written Confirmation of Deposit when you open your Account.

DDHGL will give you monthly or, if requested, quarterly or annual Statements showing all transactions on your Money Market At-Call Deposit Account since your last Statement.

The Statement shows the transactions that have been made on your Account. Some transactions may not appear on the Statement you receive in the mail, because those transactions have been credited or debited to your Account after the Statement was produced.

DDHGL will also give you a written Confirmation after each cheque deposit or cheque withdrawal (excluding personal cheques) on your Account made through DDHGL.

If you agree in writing, DDHGL can provide you with access to the Online Services instead of providing you with regular written Statements and Confirmations in relation to your Account (refer to section 2.7(c)). However, following the end of each financial year, you will be provided with written Statements in relation to your Account.

(ii) Money Market Fixed Term Deposit Account

DDHGL will provide you with a written Confirmation of Deposit when you open your Account.

DDHGL will give you Statements for your Money Market Fixed Term Deposit Account:

each time interest is paid;

at the end of the month of maturity; or

if utilising Online Services, within a reasonable time after the end of the financial year.

DDHGL will also give you a written Confirmation:

when non-electronic withdrawals (excluding personal cheques) are made from the Account; and

when your Account matures.

If you agree in writing, DDHGL can provide you with access to the Online Services instead of providing you with regular written Statements and Confirmations in relation to your Account (refer to section 2.7(c)). However, following the end of each financial year, you will be provided with written Statements in relation to your Account.

Your Statements and Confirmations contain important information about your Account. You should note that your Statements and Confirmations should be checked carefully. If you believe any entries or transactions are incorrect or not authorised by you, you should contact DDHGL as soon as possible.

DDHGL may send Statements and Confirmations to you by post, by facsimile or by email at our discretion.

DDHGL may charge you a fee for providing you with additional copies of any Statements or Confirmations that have already been provided to you. Details of fees payable are set out in Money Market Deposit Account – Schedule of Fees and Charges.

Subject to DDHGL's Privacy Policy, you can obtain an updated balance on your Account by calling DDHGL on either (07) 3229 6133 or their toll free number on 1800 006 133.

#### (c) Online Services

Upon request, DDHGL will provide you with access to the Online Services which will provide you with 24 hour access to your Account information including your personal details, your Account balance, details of your transactions and interest received by you in relation to your Account.

**Description** 

The Online Services will enable you to view and print a full list of the transactions made on your Account, but does not allow you to operate your Account.

You can elect to use this service on the application form and will be provided with your own login and security details in relation to the Online Services.

#### (d) Making deposits to your Account

**Deposit Method** 

The following table sets out the deposit methods available on your Account.

#### (i) Methods of depositing money to your Account

#### **Bank of Queensland** You can deposit cheques into your Account over the counter at any Bank of Queensland **Branch** DDHGL will (on request) provide you with a personalised deposit book to assist you in making over the counter deposits to your Account. DDHGL will send this deposit book to you together with a covering letter that sets out how cheque deposits are to be made. You should take this letter and your deposit book with you to our Branch at the time of making any cheque deposits. Any cheques deposited in this way must be made payable to either "BOQ Money Market Deposit Product Funds Account - {insert account name}" or to the name of the Account holder. We will not accept cash, cash cheques or cheques made out in favour of any other person. Cheque deposits will generally be processed on the Bank Business Day that they are deposited. However, proceeds will not be available until the cheque has cleared. If a cheque deposited with us is dishonoured, DDHGL will charge you a fee. Information regarding fees payable in respect of dishonoured cheques is set out in Money Market Deposit Accounts - Schedule of Fees and Charges. We may, at our discretion, accept foreign currency denominated cheques to the deposit of your Account. In these instances, the Australian dollar value of these funds will not be able to be withdrawn from the account and may take up to a period of 8 weeks to become clear funds. This is to allow sufficient time for clearance of the cheque(s). If the cheque is returned to us dishonoured, we will convert the foreign currency at the relevant buying rate of exchange on the day the cheque(s) is dishonoured and debit your Account for the Australian dollar value plus any fees and charges applicable, including those levied by the overseas bank(s). This exchange rate will almost certainly be different from the exchange rate at which the cheque was originally negotiated. By lodging a foreign cheque for negotiation, you accept this exchange rate risk and agree to pay any fees and charges applicable.

Deposit Method	Description
DDHGL	You can provide cheques for deposit into your Account to DDHGL who will then deposit those cheques for you.
	Cheques can be mailed to DDHGL at the following address:
	DDH Graham Limited GPO Box 330 Brisbane Qld 4001
	Any cheques deposited in this way must be made payable to either "BOQ Money Market Deposit Product Funds Account — {insert account name}" or to the name of the Account holder. DDHGL will not accept cash, cash cheques or cheques made out in favour of any other person.
	Cheque deposits will generally be processed on the Bank Business Day that they are deposited. However, proceeds will not be available until the cheque has cleared.
Electronic Funds	You may transfer funds into your Account via EFT, internet transfer or by telegraphic transfer.
Transfer (EFT), internet transfers and telegraphic transfers	All transfers of funds via EFT or internet transfer will need to be directed to the following account: (except Bank of Queensland)
	Account name: BOQ Money Market Deposit Product Funds Account BSB: 124-001 Account number: 9987 followed by your 5 digit account number. (For 4 digit numbers you will need to prefix that number with 0) For example, if your account number is 99999, then the account number for the purposes of a funds transfer becomes 998799999).
	For all electronic transfer of funds from a Bank of Queensland Account:
	Account name: BOQ Money Market Deposit Product Funds Account BSB: 124-001 Account number: 16010139 Reference: 9987 followed by your 5 digit account number. (For 4 digit numbers you will need to prefix that number with 0) For example, if your account number is 99999, then the account number for the purposes of a funds transfer becomes 998799999).  More information on EFT is set out in section 3.5.
Commonwealth Bank of Australia deposits	If you are not able to access one of our Branches, you may instead lodge cheques with a branch of the Commonwealth Bank of Australia for deposit into your Account.
	If you wish to deposit cheques into your Account in this way you will need to obtain a personalised deposit book. DDHGL will provide this to you upon request.
	Any cheques deposited in this way must be made payable to "Bank of Queensland (DDH Graham account)".
	You must notify DDHGL of the deposit before 3:00 p.m. AEST on the relevant day in order to receive same day value for a deposit made by this method.

#### (e) Making withdrawals from your Account

You must not withdraw more than the clear funds in your Account. Normally, you will not be able to withdraw the value of a cheque you deposit until the cheque is cleared, even though the amount of the cheque may be credited to your Account.

Details of minimum withdrawal restrictions are set out in section 2.2.

You may make withdrawals in the following ways:

#### (i) Withdrawals through DDHGL

You may provide DDHGL with Withdrawal Instructions in your Application Form which set out details of the Bank Account into which all funds withdrawn from your Money Market Deposit Account will be transferred electronically upon your or your Authorised Signatory's telephone or facsimile instructions. You release us from and indemnify us against all losses and liabilities arising from any payment that we make or action we take based on any instruction that we receive electronically, or by facsimile, bearing your account number, and a signature apparently yours or that of an Authorised Signatory. Further information in relation to Withdrawal Instructions and how these instructions may be changed is set out in section 2.6. Requests to transfer funds to a Bank Account that are received before 12:00 noon AEST will be processed that day provided it is a Business Day and your money should be available on the next Business Day.

We or DDHGL can refuse withdrawals if we or DDHGL are not satisfied that your Bank Account or financial institution meets our security, identification or other lawful requirements.

Under some circumstances, at the discretion of either us or DDHGL, a cheque payable to a third party may be available if written instructions are provided.

You can find details of the fees and charges which apply to cheques made payable to third parties in Money Market Deposit Accounts – Schedule of Fees and Charges.

#### (ii) Branch withdrawals

You may make withdrawals at any Bank of Queensland Branch.

Where you make withdrawals at one of our Branches, our Branch staff will ask you to provide them with written instructions in relation to the withdrawal signed by you or an Authorised Signatory. Our Branch staff will then provide those instructions to DDHGL who will verify that the instructions have been signed by you or your Authorised Signatory and that you have sufficient clear funds in your Account. If so, DDHGL will then instruct our Branch staff to proceed with the withdrawal and to issue you with a bank cheque. Fees relating to the issuance of a bank cheque are set out in Money Market Deposit Accounts- Schedule of Fees and Charges.

In order for requests for withdrawals to be processed on the same day as they are received, the request must be received by DDHGL from us by no later than 11:00 a.m. AEST on the relevant day. Requests for withdrawals that are received after this time will not be processed until the following Bank Business Day.

Further information on the Payment Services available for your Account (including those that allow you to make withdrawals) is set out in section 3.

#### 2.8 Interest rates

#### (a) Interest that is paid to you

If you have money in your Account, you can earn interest. Details of Interest Rates that apply to your Account are:

printed on your Statements or Confirmations; or

available by contacting DDHGL on either (07) 3229 6133 or their toll free number on 1800 006 133.

Interest Rates on Accounts are based on a combination of the following factors and are therefore subject to constant fluctuation:

Wholesale Money Market interest rates;

the term of the investment;

the amount invested;

the timing of the transaction; and

market conditions.

It is therefore impractical for us to disclose the specific Interest Rates that will apply to Accounts in this PDS. You may however obtain details of current Interest Rates by telephoning DDHGL (refer to section 1.3).

#### (i) Money Market At-Call Deposit Account

DDHGL can change Interest Rates on a Money Market At-Call Deposit Account at any time. The Interest Rate which will apply to a Money Market At-Call Deposit Account is the Money Market At-Call Deposit

The Money Market At-Call Deposit Rate is reviewed daily. You will be advised of the current Money Market At-Call Deposit Rate in your Statement.

#### (ii) Money Market Fixed Term Deposit Account

The Interest Rate payable on a Money Market Fixed Term Deposit Account is the Money Market Fixed Term Deposit Rate. This rate is also reviewed daily however, interest rate changes only apply on new or renewed deposits.

# (b) How the interest you earn is calculated and paid

Interest is calculated on the daily closing balance of your Account using the following formula:

Daily Closing Balance

X Interest

DDHGL calculate this interest from and including the day that funds are deposited to your Account, excluding the day of withdrawal.

DDHGL pay interest on an Account on the whole balance.

You may elect on your Interest Instructions for interest payable to you to be either reinvested in the Account or paid to the Bank Account nominated on your Withdrawal Instructions.

#### (i) Money Market At-Call Deposit Account

Interest on Money Market At-Call Deposit Accounts is paid monthly, quarterly or semiannually at your request.

Where you have requested for interest on a Money Market At-Call Deposit Account to be paid to your Bank Account,

interest will be paid to that Bank Account on the first day of each month, quarter or half year, as the case may be.

If that day is not a Bank Business Day, the interest will be paid on the next Bank Business Day.

#### (ii) Money Market Fixed Term Deposit Account

Interest on a Money Market Fixed Term Deposit Account is paid monthly, quarterly or semiannually, annually or at the end of the term (where that term is less than 12 months), at your request.

Where you have requested for interest on a Money Market Fixed Term Deposit Account to be paid to your Bank Account, interest will be paid to that Bank Account on the first day of each month, quarter, half year, year end, or on the first day following the end of the term, as the case may be.

If the day on which that interest is to be paid is not a Bank Business Day, interest will be paid on the next Bank Business Day.

Interest payments on Accounts are made in the following ways:

Payment Method	Choice of Options
At maturity (Money Market Fixed Term Deposit Accounts only)	To your Bank Account as nominated in your Withdrawal Instructions.  or  Added to the principal amount (ie your current deposit balance amount) and reinvested.  This election can be made in your Interest Instructions on your Application Form.
Interim interest payments	To your Bank Account as nominated in your Withdrawal Instructions.  or  For a Money Market At-Call Deposit Account only, added to the principal amount (ie your current deposit balance amount) and reinvested.  This election can be made in your Interest Instructions on your Application Form.

#### (c) Early withdrawals on a Money Market Fixed Term Deposit Account

Approval for an early withdrawal from your Money Market Fixed Term Deposit Account is at our absolute discretion. Where approved, the withdrawal may be for a part of or the entire balance of your Account. If the amount remaining after a withdrawal would be less than the minimum balance allowed for the Money Market Fixed Term Deposit Account, then the whole balance must be withdrawn.

Early withdrawals from your Money Market Fixed Term Deposit Account will incur a break cost. This break cost will be the greater of \$100, or an adjustment to the interest earned. This will be deducted from the balance of the Account at the time the withdrawal is made.

The adjustment to the interest earned is calculated using a formula which varies depending on a number of factors, including:

- the amount to be withdrawn;
- the time to maturity:
- the current interest rates for the relevant term.

Example of the Break Cost calculation and Interest Adjustment that would apply to withdrawals prior to maturity.

On July 1, a term deposit with a balance of \$100,000 is lodged for a term of 90 days at an interest rate of 7.5%p.a. On July 31 (30 days into the investment term) a withdrawal is made of the entire balance of the deposit and the Account closed. At the time of the withdrawal the remaining term is 60 days and the 60 day interest

rate is 8%p.a. The interest rate for the remaining term will be applied to calculate the interest adjustment as follows:

(\$100,000 X 0.5%\* /365) x 60 days = \$82.19

\* Difference between the original interest rate and the interest rate applicable for the remaining term of the deposit.

The applicable break cost is the greater of \$100 or the adjustment to the interest earned of \$82.19. In this case the break cost will be \$100.

#### 2.9 When you stop using your Account

#### (a) Inactive Accounts

Subject to any legal requirements, your Account can be closed without notice to you if it becomes inactive. A Money Market At-Call Deposit Account becomes inactive if you do not make any deposits or withdrawals during a continuous 12 month period and the balance in your Account is nil. A Money Market Fixed Term Deposit Account becomes inactive if the balance in your Account is nil.

#### (b) Unclaimed money

If DDHGL have not received any instructions from you, or your Account has not otherwise been operated for a period of 7 years or more, then the balance in your Account may be deemed to be "unclaimed moneys" for the purposes of section 69 of the Banking Act 1959 (Cth). If this happens, the Account will be closed and credit balances exceeding \$100 will be forwarded to the Commonwealth Government.

#### (c) When we or DDHGL can operate your Account

In certain circumstances, we or DDHGL can operate on your Account. For example, we or DDHGL can:

make drawings to pay for any fees and charges;

correct mistakes on your Account:

determine the order of priority of payments from the funds in your Account; or

do such acts and things we are empowered to do by law, without any notice to you.

#### (d) Closing Money Market Deposit Accounts

If you ask, an Account that is in credit will usually be closed. If so, the credit balance in your Account will be paid to you in accordance with your instructions.

DDHGL can also close an Account that is in credit by giving you reasonable notice. If so, the credit balance will be paid to you after allowing for accrued interest, fees and charges (including any break costs which may apply).

If you cease to meet any of the eligibility criteria on any of our Accounts, for example, because the balance in the Account falls below any prescribed minimum amount as set out in section 2.2, the Account may be closed without notice to you.

Any amount payable to you on closure of your Account will be paid to your Bank Account in accordance with your Withdrawal Instructions or in accordance with your other written instructions in relation to the payment of funds to you.

If there are any uncleared funds in your Account at the time you ask for it to be closed, those funds cannot be paid to you until they are cleared. After funds are cleared, we will close your Account in accordance with this section.

#### 2.10 What happens at maturity of a Money Market Fixed Term Deposit Account?

When your Money Market Fixed Term Deposit Account matures, DDHGL will advise you of the funds that you have deposited with us for the relevant term and the new interest rates offered for reinvestment. You may reinvest part or all of the funds for a term and rate accepted by you provided you still meet all of the eligibility criteria set out in section 2.2. If you do not nominate a term, DDHGL will reinvest the funds for the same term as the initial investment at the current Money Market Fixed Term Deposit Rate at the time of reinvestment.

For example, if you invest \$50,000 in a Money Market Fixed Term Deposit Account with us for a term of 4 months, and you do not advise DDHGL what you wish to do with the funds at maturity, DDHGL will reinvest those funds in a Money Market Fixed Term Deposit Account for a further 4 months upon expiration of the initial term.

DDHGL will pay you interest on the reinvested funds at the Money Market Fixed Term Deposit Rate that is then offered on investments of that amount and term. This interest rate may be less than the interest rate applicable to your original investment.

# PAYMENT SERVICES

#### 3.1 Direct Debits

#### (a) Features and benefits

You can authorise another person (eg your financial institution at which your home loan is held) to debit your Money Market At-Call Deposit Account. You will need to enter into a Direct Debit Service Agreement with the person who will be debiting your Money Market At-Call Deposit Account. We will then allow that person to debit your Money Market At-Call Deposit Account in accordance with that agreement.

The following details will need to be used for the purposes of direct debits from your Money Market At-Call Deposit Account:

Bank: Bank of Queensland

**BSB:** 124-001

Account number: 9987 followed by your 4/5 digit account number. For 4 digit numbers you will need to prefix that number with 0 (eg If your account number is 99999, then the account number for the purposes of a direct debit becomes 998799999)

#### (b) Some rules about direct debits

To institute a direct debit arrangement, you will need to give your personal details, such as your Money Market At-Call Deposit Account number, to the person who will be debiting your Money Market At-Call Deposit Account.

If you wish to stop the direct debit arrangement, you may instruct DDHGL to cancel the direct debit on your behalf. If you instruct DDHGL to cancel the direct debit, they will prevent the previously authorised party from debiting your Money Market At-Call Deposit Account and will advise that

party's financial institution that this has been done. You should also contact the previously authorised party yourself to instruct them to cancel the direct debit.

#### 3.2 Periodical Payments from your Account

#### (a) Features and Benefits

You can arrange for DDHGL to transfer payments from your Account automatically, so that you do not have to remember to make the payments yourself. You can do this by contacting DDHGL who will provide you with a form which you will need to fill in and sign to do this. This service is particularly useful for making loan payments, either to us or to another financial institution.

Unlike direct debits, the person you are paying does not need to know your personal details, such as your Account number.

You can instruct DDHGL at any time to cancel the service.

#### (b) Risks

DDHGL will attempt to make payments on the required days. However, DDHGL are not responsible for:

failing to make a payment;

making a late payment; or

any other failure to follow your instructions.

If DDHGL do not make the payment, you are still responsible for making that payment.

You must ensure that there are sufficient cleared funds in the Account when the payment is due. If there are not sufficient funds, the payment may not be made.

If you do not tell DDHGL of cancellation of a periodical payment at least two (2) Bank Business Days before the next payment date, the payment may be made regardless of your instruction not to do so.

#### (c) Stopping a periodical payment

If you have set up a periodical payment from your Account, and you want to stop it, you will need to tell DDHGL in writing at least two (2) Bank Business Days before your next periodical payment is due and tell DDHGL:

the amount of the payment;

the payee;

when the next payment is due; and

your Account that the payment is to be deducted from.

#### (d) Other important information

If a payment is due on a day that is not a Bank Business Day, it will be paid on the next Bank Business Day.

DDHGL can cancel your instruction for a periodical payment at any time by telling you in writing and can also stop payments in other circumstances, (eg death or bankruptcy).

#### 3.3 Mail Deposits

#### (a) Features

You can make cheque deposits to your Account by mailing your cheque to DDHGL at the following address:

DDH Graham Limited GPO Box 330 Brisbane Qld 4001 Information on who your cheque should be made payable to is found in section 2.7(d)

#### (b) Risks

Your cheque will not be credited to your Account until it has been banked. We are not responsible if your cheque deposit is lost in the mail.

#### 3.4 Telegraphic Transfers

#### (a) Features and benefits

You can transfer funds electronically to other banks within Australia and overseas. We will send the transfers to the payee's bank through our agent bank.

Normally, we expect the overseas payment to arrive within 48 hours, but processing times can vary.

You can find details of the fees and charges which apply to Telegraphic Transfers in Money Market Deposit Accounts – Schedule of Fees and Charges.

#### (b) Risks

We cannot guarantee when delivery of funds made by telegraphic transfer will arrive. If a payment is required to be made by a certain time, you must ensure that it is received by that time, even if you have instructed us or DDHGL to make payment by telegraphic transfer and we have not done so, or it has not arrived on time.

We do not accept liability if a telegraphic transfer is not made, is late, or we or DDHGL fail to follow your instructions.

If the payment is not made, you are still responsible for making that payment.

#### 3.5 Electronic Funds Transfer (EFT)

#### (a) Features and benefits

You can transfer funds from your Account to your Bank Account held with another financial institution via EFT.

You may also arrange for funds to be transferred from your Bank Account held with another financial institution to your Account via EFT. You will need to contact the financial institution at which your Bank Account is held to arrange this. As this is not a service provided by us, this section 3.5 focuses on transfers of funds from us to you.

EFT transactions are processed overnight as cleared funds.

#### (a) Risks

You must have cleared funds available in your Account when requesting funds to be transferred by EFT.

You must notify DDHGL by 12:00 noon AEST on the day of transfer in relation to transfers from your Account to your Bank Account to ensure funds are transmitted overnight.

We and DDHGL are not responsible for:

funds being transferred to the incorrect account as a result of you giving incorrect instructions;

funds being transferred late to your Bank Account; or

any fees charged by any other financial institution in relation to the transfer of funds to your Bank Account by EFT.

#### (b) Fees and Charges

Details of any fees and charges payable are set out in Money Market Deposit Accounts – Schedule of Fees and Charges.

Your financial institution may also charge you a fee in relation to the transfer. You should contact your financial institution for details of any fees and charges which might apply in relation to a transfer of funds to an account which you hold with that financial institution via EFT.

#### 3.6 Cheques

#### (a) Features and benefits

If you have a Money Market At-Call Deposit Account you may have a personal cheque book on your Account.

Cheques allow you to make payments to other parties if you do not wish to pay by cash or electronic means. You must maintain at least \$500 in your Account before you will be allowed to have cheque access on that Account.

#### (b) Cheque access

If you choose to have cheque access on your Account, a cheque book will be mailed to you shortly after opening your Account. It will be mailed to the same address to which your Statements and Confirmation are mailed.

#### (c) Risks

You can stop a cheque being paid by following the instructions set out in paragraph (d)(iv) but if the cheque has already been paid, your Account will be debited for the amount of the cheque you have drawn.

#### 3 PAYMENT SERVICES

Cheques are generally printed with the words "or bearer" appearing at the end of the line on which you put the name of the person to be paid. If you issue a cheque with the words "or bearer" included on it, any person who has possession of it may obtain payment of the cheque, even if that person found it or stole it. If you cross out the words "or bearer", only the person named on the cheque can obtain payment.

If you cross a cheque (ie draw two parallel lines across the surface of the cheque), you are instructing us not to cash it over the counter. The cheque must be paid to a financial institution (eg into a customer's account). If a financial institution does cash the cheque it can be liable for any loss suffered by the true owner. A crossing may be added by you when you make out a cheque or by any person who obtains possession of your cheque.

If you mark a cheque "not negotiable", where the cheque is transferred, the person who obtains the cheque has no greater rights than the person who transferred it to him or her. To mark a cheque "not negotiable, you need to include the words "not negotiable" between two parallel lines across the face of the cheque.

If the cheque is not marked "not negotiable", a person who innocently obtains the cheque from someone not entitled to it may obtain payment of the cheque. For example, your cheque might be stolen and then passed on by the thief to another person. That person might then obtain payment of the cheque. In this example, if the cheque was crossed and marked "not negotiable", the person from whom the cheque was stolen might recover the amount of

the cheque from the person who obtains payment of the cheque, even though that person may not have done anything wrong.

The words "account payee only" on a cheque are a warning to a financial institution with which the cheque is deposited that the cheque should be paid only to the person named in the cheque as payee. If that financial institution pays a different person, it can be liable to the true owner, unless the financial institution acted in good faith and without negligence (eg by making inquiries and receiving a reasonable explanation). The words "account payee only" do not prevent the transfer of a cheque.

You are responsible for ensuring that your cheques are filled out so as not to mislead us or make it easy for someone else to alter your cheque. Instructions on how to minimise the risk of unauthorised alteration of cheques are set out in paragraph (d)(v).

If your cheque is returned unpaid or "dishonoured", we will not pay the cheque. The person to whom you have given the cheque will be told by their financial institution that your cheque has been dishonoured. DDHGL will charge you a fee when your cheque is dishonoured. See Money Market Deposit Accounts – Schedule of Fees and Charges for further information on cheque dishonour fees.

#### (d) Other important information

#### (i) What is a cheque?

A cheque is a written order to a financial institution to pay a sum of money on demand. We provide personalised cheque forms and insist on the use of these forms.

#### (ii) Time taken for clearing a cheque

Cheque clearance involves several steps, which can take a number of days. The usual time for clearance of a cheque is between three (3) and five (5) Business Days. You should ask DDHGL for an estimate of the time it will take if you need to know. The steps are usually as follows:

you deposit a cheque you have received in your Account:

we will seek payment of the cheque from the financial institution on which the cheque is drawn (the two banks could be the same);

that financial institution will pay the proceeds of the cheque to us.

Only then will the cheque be cleared.

Normally, you will not be able to withdraw the value of a cheque you deposit until the cheque is cleared, even though your Account may be credited with the proceeds of the cheque.

### (iii) How a cheque can be specially cleared

If you want a cheque cleared quickly, you can ask DDHGL for a special clearance. You must ask for the special clearance at the time you deposit the cheque. You should ask for an estimate of the time it will take and the cost.

The fee for a special clearance covers the extra administrative costs involved in making a special clearance request to the financial institution where

the cheque is held (including a possible courier charge). See Money Market Deposit Accounts – Schedule of Fees and Charges for details of current special clearance fee.

# (iv) How and when can a cheque be stopped?

You can stop payment of a cheque you have written by telling DDHGL before the cheque is paid. Speed is important. You can tell DDHGL initially by telephone. This will put a hold on your cheque for a short time until you provide written instructions. You should identify the cheque clearly by giving the amount, number and date of the cheque and to whom it is payable. Details of DDHGL's fees for this service are set out in our Money Market Deposit Accounts - Schedule of Fees and Charges.

### (v) Reducing the risk of unauthorised alteration

When you write a cheque, you should take care to reduce the opportunity for forgery and fraud. You have a duty to fill out the cheque so as not to mislead or make it easy for someone else to alter your cheque. You should:

- not leave gaps between the words or figures;
- begin the amount in words as close as possible to the left-hand side;
- begin the amount in figures as close as possible to the dollar sign (\$);
- never write a cheque in pencil or ink that can be rubbed out;

never sign a cheque before it is used or filled out; and

always write the amount of the cheque in words as well as figures, because words are harder to alter without your authority.

#### (vi) Cheques returned unpaid or "dishonoured"

Your cheque could be returned unpaid or "dishonoured" in certain circumstances, such as where:

- there is not enough money in your Account;
- there is some irregularity with your cheque. For example your cheque is unsigned, is more than 15 months old, is post-dated (ie bears a date that has not arrived), or has been materially altered (eg by a change of the amount originally stated in it) and you have not signed the alteration;
- you have instructed to stop payment of your cheque;
- notice has been received of your mental incapacity, or of your death (and certain conditions have been met);
- all transactions on your Account have been stopped; or
- a court order has frozen your Account.

If your cheque is dishonoured, the cheque will not be paid and you will be charged a fee. If the same cheque (with a value over \$100) drawn by you is dishonoured more than once, DDHGL may notify a credit reporting agency of this fact, and this will be noted on your

credit report.

If a cheque you have deposited is dishonoured, DDHGL will tell you. DDHGL will reduce the balance of your Account by the amount of the cheque if it has already been credited your Account with that amount. DDHGL will also charge you a fee.

Details of fees for dishonours are set out in Money Market Deposit Accounts – Schedule of Fees and Charges.

#### (e) SPECIAL TERMS AND CONDITIONS

The following special terms and conditions apply if you have a personal cheque book on your Account.

- Each cheque drawn shall be deemed to be a request to make a withdrawal from your Account for the amount shown on the cheque.
- You must not draw a cheque unless there are sufficient cleared funds in your Account.
- Cheques cannot be drawn payable to 'CASH'.
- If we or DDHGL find any irregularity or omission when checking particulars of any cheque, we may dishonour or stop payment of the cheque on your behalf.

If the amount in words on any cheque varies from the amount expressed in figures the lower amount prevails.

The person signing a cheque must:

- a) Initial any alterations;
- b) Date the cheque the date on which it is signed; and
- c) Complete all details.

# GENERAL TERMS AND CONDITIONS

# 4.1 Changes to terms and conditions of Money Market Deposit Accounts

Changes can be made to the terms and conditions that apply to your Account, the way you access your Account, or any other Banking Services we provide. We can also add new products or stop existing products at any time.

Among other things, interest rates, fees and charges, and the way we calculate interest can be changed. New fees and charges can be added at any time. If DDHGL have notified you that the interest rate on your Account will be fixed for a particular period, they will not change the rate during that period.

You will be notified of changes to this PDS in accordance with the law and any code to which we subscribe.

You will be notified in writing if:

a new fee or charge is introduced; or

the way interest is calculated or paid to your Account is changed.

Other changes may also occur, such as:

changes in government fees or charges; or

variations in existing fees or interest rates.

You will be notified of any other change to your Accounts in writing before the change takes effect.

If we are required to notify you in writing of any changes, DDHGL will send the notice to the last mailing address recorded.

For joint Money Market Deposit Accounts, DDHGL will only send one notice to the last mailing address.

If there are enough changes to the PDS to warrant doing so, we will consolidate them in a single publication.

#### 4.2 If you get into financial difficulty

We strongly advise you to tell us immediately if you are in financial difficulty. We will try to help you, provided that any action we take would be fair and reasonable in the interests of you, our other customers and shareholders.

#### 4.3 Covering us for loss

To the fullest extent permitted by law, you agree that if we or DDHGL suffer or sustain any loss, claim, demand or damage directly or indirectly because of:

any use or misuse of an Account;

the use of DDHGL's or our facsimile instructions service; or

any breach of the terms and conditions in this PDS,

by you or anyone authorised by you to, or someone purporting to be you or someone authorised by you to, operate your Account or because of any Authorised Signatory acting outside the scope of their authority, you will save the Bank and/or DDHGL harmless and pay to us or DDHGL the amount of that loss, claim, demand or damage on demand, including all legal costs on a full indemnity basis, even after your Account is closed.

In addition, you or an Authorised Signatory will, if requested, provide to the Bank or DDHGL an additional indemnity in a form acceptable to the Bank, before the Bank acts on your instructions.

#### 4.4 Customer integrity

You will deal with us and DDHGL honestly and in good faith. If we or DDHGL suffer loss because you do not deal honestly or in good faith, we will both take steps to recover that loss.

This will be done in the interests of other customers and shareholders. In some cases and where permitted by law, those steps will be taken without notice.

#### 4.5 Warning

The information set out in this PDS is factual in nature and is not intended to take into account nor be appropriate for your particular needs, objectives or financial situation.

By providing it, we and DDHGL do not intend to provide financial advice or any financial recommendations. It is recommended that you seek independent advice before making a decision on how best to manage your financial circumstances.

# 4.6 Other information that may be required from you

You and any Authorised Signatory must provide any further identification and other details we or the law may require from time to time. This further information may be used to establish your, an Authorised Signatory's or any other person's (including but not limited to any person having an interest in the Account) identity before the Account is opened and/or any instructions are acted upon. This further information may include (but will not be limited to) personal information or any secret code relevant to the Account. You agree that neither we nor DDHGL are obliged to obtain such identification and other details before acting on any or all instructions.

Where you have requested us or DDHGL to transfer funds to a third party, or where you have directed a third party to make a payment into your Account, we may require you and the third party to provide sufficient information and identification documentation in relation to the third party to meet our or DDHGL's security, identification or other lawful requirements.

# GENERAL INFORMATION

#### 5.1 Code of Banking Practice

As part of our commitment to customer service, we have adopted the 2003 Code of Banking Practice (COBP). This is a self-regulatory code which aims to foster good relations between banks and customers, and to promote good banking practice.

The COBP applies to Banking Services provided to customers who are "individuals" or "small businesses" as defined in it.

We and DDHGL will comply with the COBP, where it applies to the Banking Services we provide to you.

The COBP requires us to provide you with certain information. You will find this information in this booklet. In particular, you will find information regarding:

Account opening procedures; obligations regarding the confidentiality of your information; complaints;

what to do when you are in financial difficulty; and

the importance of you reading the terms and conditions applying to the Banking Services provided to you.

#### 5.2 Anti Money Laundering and Counter-Terrorism Financing (AML/CTF) Act 2006

We are required to collect and verify your identity before we can provide a designated service to you (such as open or make an additional deposit in a Money Market Deposit Account).

We reserve the right not to provide you with an Account in certain cases.

DDHGL can delay, block or refuse to make a payment if it is believed on reasonable grounds that making a payment may breach any law in Australia or any other country, and we and DDHGL will incur no liability to you in this regard.

You must provide all information which is reasonably required to comply with any laws in Australia or any other country. You agree that we or DDHGL may disclose information which you provide where required by any laws in Australia or any other country.

Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in opening and operating an Account.

You declare and undertake that the payment of money or any transactions performed in accordance with your Withdrawal Instructions or other written instructions does not and will not breach any laws in Australia or in any other country.

#### 5.3 Recording telephone calls

Please note that all telephone calls made to DDHGL or us may be recorded. Recorded telephone conversations may be reviewed in the case of a dispute.

As a condition of providing you with the Banking Services, you consent to the recording of any telephone conversation you have with DDHGL or us and the use of this record to evidence the matters contained within it.

#### 5.4 If you have a problem or dispute

#### (a) Our Service Commitment

At Bank of Queensland and DDHGL we are committed to providing our customers with innovative banking solutions and the best customer service experience.

If at any time the service does not

meet your expectations we would like you to let us know. Resolution of problems is a priority to us.

#### (b) How to contact us?

There are a number of ways to contact us:

#### (i) Contact DDHGL via:

Fmail:

moneymarket@ddhgraham.com.au

Telephone: 1800 006 133
Fax: (07) 3229 2014
Mail: DDH Graham Limited

GPO Box 330 Brisbane QLD 4001

DDHGL staff are always willing to listen to your suggestions about our Money Market Deposit Accounts and the Banking Services and they will do their best to address any concerns immediately.

#### (ii) Contact Bank of Queensland Customer Relations Department via:

Email:

customer.relations@bog.com.au

Telephone: (07) 3212 3240 Fax: (07) 3212 3286 Mail: Customer Relations

Reply Paid 2258 Brisbane QLD 4001

#### (c) How will your complaint be handled?

If your problem has not been resolved on the spot, you will be notified within 48 hours who is handling your complaint and how long it is likely to take for it to be resolved.

We aim to resolve all complaints within 5 working days. If this is not possible we will keep you informed on our progress.

Please note (where applicable) we comply with the EFT Code of

#### 5 GENERAL INFORMATION

Conduct, complaint investigation and resolution procedures in connection with electronic transactions to which the EFT Code applies.

If your complaint cannot be resolved promptly, Bank of Queensland Customer Relations Department will take responsibility and work with you to resolve the matter.

#### (d) What to do if you feel your complaint has not been resolved

If you remain dissatisfied with the outcome and you would like an independent review of the complaint and the result, you can refer your complaint to:

The Banking and Financial Services Ombudsman Limited (BFSO) GPO Box 3A Melbourne VIC 3001

Telephone: 1300 780 808 Fax: (03) 9613 7345

Website: www.bfso.org.au

Australian Securities & Investments Commission (ASIC) also has an information line: 1300 300 630. You can use this number to make a complaint and obtain further information about your rights.

For further information on solving problems and disputes please ask at any branch for our "We would like to know" brochure.

#### 5.5 Changing your details

If your address or other details change, you must let DDHGL know as soon as possible. You can only change your details by writing to DDHGL. DDHGL's contact details are set out in section 1.3.

If you want to change the Authorised Signatories on your Account, you must

provide DDHGL with the details of your new Authorised Signatories in writing.

#### 5.6 Contacting you

From time to time we will contact you or send you information about products and services that we think you might be interested in.

Please tell us if you do not wish to receive this information.

#### 5.7 Privacy and confidentiality

We are required by AML/CTF Act 2006 to collect certain personal information about you. Information such as your name and address is necessary for us and DDHGL to establish and administer your Account and/or other banking facilities.

You are able to gain access to personal information about you which is held by the us or DDHGL. It is also necessary for us to disclose certain information about you to the following types of organisations in connection with the establishment and administration of your Account and/or other banking facilities:

- related bodies corporate;
- regulatory bodies and government agencies;
- your agents, including finance brokers, stock brokers or financial advisors;
- credit and debt agencies;
- agents, contractors and professional advisors who assist us or DDHGL; and
- other financial institutions (e.g. for use of that institution's facilities such as automatic teller machines); and

other organisations which you have consented to.

You acknowledge and agree that we and DDHGL may:

- freely exchange between ourselves any personal information which you disclose to either of us; and/or
- disclose your personal information to the above types of organisation,

where required in connection with the establishment and administration of your Account.

# 5.8 The relationship between banker and customer

The relationship between a bank and its customer (including the relationship between you and us) has been defined by a number of court cases. Set out below are some of the terms which are implied into any contract between a bank and its customer.

You should be aware that the specific terms and conditions applying to our banking services (as defined in the COBP) may alter these implied terms, and may add new or additional terms. The terms that apply to your Account with us are set out in this PDS.

Following are some of the general terms that are implied into the contract between a bank and its customer in addition to those in your contract for your Account, unless the terms and conditions of the particular Account state otherwise:

# (a) Terms implied into the contract between banker and customer

Following are some of the terms that are implied into the contract between a bank and its customer in addition to those in your contract

for your Account, unless the terms and conditions of the particular Account state otherwise:

#### (i) Our duties:

Opening accounts – we owe a duty of care to you in opening accounts to make proper enquiries to ensure accurate identification of you and verification of account details.

Duty of secrecy – we have a duty of secrecy to you with respect to the transactions which go through your account. However, this duty is not absolute and is subject to certain qualifications. For example, we may disclose information where you have expressly or impliedly consented or as required by law.

Financial advice – we must exercise care and skill when providing financial advice to you as part of, or incident to, the banking services we offer.

Safe custody – if we accept your items for safe custody, we owe a duty to return them to you at the end of the safe custody period.

Bankers' references – we have a duty to exercise reasonable care and skill in providing a reference on your credit worthiness to another bank.

Conform with your mandate – due to the debtor/creditor nature of your relationship with us, we are bound to conform strictly with your mandate which may be issued in the form of a cheque or some other written order including a passbook or withdrawal slip. Unless otherwise agreed, we are specifically obliged to repay

an amount on demand at the branch where the account is located.

Question a valid mandate – while we are subject to the primary duty to repay on demand an amount due to you, this is conditional upon our duty to question a request for payment. We will do this in circumstances which raise a serious or real possibility that fraud is being committed on the account.

Issuing correct statements – we are under a duty to keep accurate accounts. This duty is subject to our entitlement to reverse errors which you know or should have known existed (although you are not under an express duty to read statements and discover and report forgeries).

Appropriating payments into accounts – we can allocate a payment at our discretion unless you have clearly asked the payment to be used for a special purpose or a particular account.

#### (ii) Your duties:

Clear instructions – your instructions on payment of funds must be clear.

Minimising the risk of forgery – you must exercise reasonable care in making out cheques so that we are not misled and forgery is not facilitated. You must notify us of any forgeries (including unauthorised transactions on your account) known to you. You generally do not have a duty to inspect statements to discover forgeries, although you are generally obliged to read your

account statements and notify us of any entries which you believe are unauthorised.

Care of methods of accessing your account – if you are given a cheque book, you must take care of it. If you access your account electronically, you are likely to have specific obligations relating to the security of any equipment (such as cards) or security codes (such as a PIN).

#### (iii) Payment and collection of cheques:

Duty to pay cheques – we have a primary duty to pay cheques drawn by you in legal form on the branch where the cheque account is maintained. This duty is subject to certain preconditions such as: the cheque must be presented in banking hours; and there must be sufficient funds and no legal bar to payment.

We must ensure that the right amount is paid to the right person without delay unless the cheque is stopped under authority from you.

Wrongful dishonour – we may be liable to you for breach of contract or defamation if we wrongfully dishonour your cheque (for example, where the account balance is not properly added up.



In this PDS, the following terms shall have the following meanings:

**Account** means the applicable Money Market Deposit Account you hold with us and Accounts has a corresponding meaning.

**AEST** means Australian Eastern Standard Time.

Application Form means a written form pursuant to which you have instructed that you wish to open an Account with us, confirmed the name in which the Account is to be held, your contact details, the names of any Authorised Signatories and provided your Withdrawal Instructions and Interest Instructions in accordance with section 2.4 of this PDS.

**Authorised Signatory** means a person nominated on your Application Form as being authorised to perform certain operations on your Account in accordance with section 2.5(b) and in relation to whom we have provided our consent to such authorisation.

**Bank** is Bank of Queensland Limited ABN 32 009 656 740.

**Bank Account** means either a Bank of Queensland Bank Account or a bank account which is held in your name with another financial institution in Australia as nominated by you in your Withdrawal Instructions.

**Bank Business Day** is any day on which the Bank is open for business excluding Saturdays.

**Banking Services** means those Money Market Deposit Accounts and Payment Services described in this PDS.

**Bank of Queensland Bank Account** means a Transaction Account that is held in your name with us.

**Branch** is a branch office of the Bank and includes an owner managed branch and **Branches** shall have a corresponding meaning.

**Business Day** is any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

**Confirmation** means a written advice that is proof of your transaction. It will contain details required by law including the date of the transaction, the names of you, us and DDHGL, a description of the transaction and the amount paid or payable in relation to the transaction including, but not limited to, any taxes or duties. The Confirmation you will receive after you open an Account is a Confirmation of Deposit.

Confirmation of Deposit means the Confirmation which DDHGL will provide to you after you open an Account which confirms the details of your Account including, but not limited to, the amount invested and the applicable Interest Rate at the time of Account opening as well as any other information required to be included in a Confirmation. The terms of your Confirmation of Deposit are deemed to be part of the "governing terms" of your Account for the purposes of classifying the Accounts as "basic deposit products" in accordance with the definition of that term in Part 7.1 of the Corporations Act.

**DDHGL** means our agent, DDH Graham Limited ABN 28 010 639 219 as well as any other persons, appointees or replacements agreed to or nominated by the Bank.

**EFT** means the electronic funds transfer method of transferring funds described in this PDS.

**Interest Instructions** means the standard instructions which you have provided in your Application Form in relation to the payment of interest earned on your Account.

**Interest Rates** means the Money Market At-Call Deposit Rate and the Money Market Fixed Term Deposit Rate referred to in this PDS.

**Maturity**, where applicable, shall mean the point in time at which any investment term you selected for your Account ends, and mature shall have a corresponding meaning.

Money Market At-Call Deposit Rate means the interest rate applicable to a Money Market At-Call Deposit Account.

**Money Market Deposit Account** means a Money Market At-Call Deposit Account and/or a Money Market Fixed Term Deposit Account the details of which are set out in chapter 2 of this document and **Money Market Deposit Accounts** has a corresponding meaning.

Money Market Fixed Term Deposit

Rate means the interest rate applicable to a

Money Market Fixed Term Deposit Account.

Online Services means the online service which provides you with 24 hour access to your Account information including your personal details, your Account balance, details of your transactions including the date of the transaction, a description of the transaction and any amount paid by you in relation to the transaction, and interest received.

**Payment Service** means any of the services described in chapter 3.

**Statement** means a written advice setting out the details of all transactions on your Account since your last Statement.

Transaction Account has the same meaning as set out in our Business Transaction and Investment Accounts Product Disclosure Statement, Deposit Products Product Disclosure Statement, Business Lending Supplementary Terms and Conditions and also includes a Comen-Go Line of Credit Facility and a Personal Overdraft.

we, our and us are each a reference to Bank of Queensland Limited ABN 32 009 656 740, its successors and assigns, and any of its officers, agents, staff and authorised representatives acting on its authority (other than DDHGL).

Withdrawal Instructions means the standard instructions which you have provided in your Application Form in relation to the withdrawal of funds from your Account.

Wholesale Money Market means the market where professional investors (eg financial institutions such as banks and large corporations) transact in structured and tailored products.

**you** means the Account holder, and any person who holds the Account jointly with the holder, and **your** has a corresponding meaning.

# MONEY MARKET DEPOSIT ACCOUNT - SCHEDULE OF FEES AND CHARGES

#### 1. Fees for incidental services and special requests<sup>1</sup>

Description of Fee	Amount of Fee		
Account Operating/Maintenance	Nil		
Cheque Books If you order a cheque book without specifying the size a book of 25 cheques will be issued	25 cheques \$9.00 50 cheques \$15.00 200 cheques \$25.00		
Personal cheque withdrawals of less than \$500	\$10.00		
Repeat Statement (extra copies of Statements already issued)	\$6.00		
Repeat Confirmation (extra copies of Confirmations already issued)	\$6.00		
Term Deposit Break cost (early withdrawal fee)	The greater of \$100 or an adjustment to interest earned (refer 2.8(c))		
Certificates			
Certificate of account balance or interest paid/received Audit Certificate Other certificates (eg details of assets held)	\$10.00 each \$30.00 each \$60.00 each hour minimum \$30.00		
General Fees:			
Bank Cheques each cheque issued each cheque repurchased each replacement cheque issued	\$10.00 \$15.00 \$25.00		
Withdrawals to third parties by Cheque Three third party cheque withdrawals per day are free each further cheque issued thereafter	\$7.50		
Special Answers on Cheques (ie Special Clearance Fee) through the Australian Payments Clearing System by mail, telephone or facsimile by personal delivery (plus expenses)	\$15.00 \$60.00 per hour (minimum fee of \$30.00)		
Stop Cheque Notice each notice	\$10.00		
Dishonoured Cheques outward – lack of clear funds, irregularity of drawing and stopped cheques etc	\$40.00		
Voucher Search Fee location and photocopying general search of records	\$12.00 \$60 per hour (minimum fee of \$30)		
Telegraphic Transfers – Within Australia per telegraphic transfer (plus payment service fee if applicable) inward telegraphic transfer	\$30.00 \$10.00		

#### 7. MONEY MARKET DEPOSIT ACCOUNT - SCHEDULE OF FEES AND CHARGES

Description of Fee	Amount of Fee	
International Service Charges		
Telegraphic Transfers – Outward Payments in Australian dollars in foreign currency recall of telegraphic transfer	\$30.00 \$30.00 \$25.00	
	Note: where transmittance is through another financial institution, the other institution may also levy a transmission charge.	
Telegraphic Transfers – Inward Payments	\$10.00	

<sup>&</sup>lt;sup>1</sup> For personal cheque withdrawals, the fee is payable when you make the withdrawal. For withdrawals to third parties by cheque, the fee is payable when you make the withdrawal. For dishonoured cheque fees, the fee is payable when a cheque drawn on your account is dishonoured. For the fee for an inward telegraphic transfer from within Australia, the fee is payable when your account is credited via a telegraphic transfer. All other fees are payable when you request the relevant service. All fees are debited from your account.

#### 2. Government Charges

#### (a) Withholding Tax

Description of Tax	Rate of Tax
TFN Withholding Tax	46.5% of interest earned (including Medicare Levy)
Interest Withholding tax (non-residents)	10% of interest earned

Money Market Deposit Accounts are managed by:



DDH Graham Limited ABN 28 010 639 219 AFS Licence No: 226319

GPO Box 330 Brisbane QLD 4001 Phone: (07) 3229 6133 Facsimile: (07) 3229 2014 Toll Free: 1800 006 133

E-mail: moneymarket@ddhgraham.com.au

Account type	Documentation required*	Account must be in the name of	Sections to complete on Application form
An Individual	<ul> <li>Australian drivers licence; or</li> <li>Australian Passport; or</li> <li>Card issued under a law of a State or Territory containing a photo and date of birth; or</li> <li>Foreign Passport (accompanied by a translation prepared by an accredited translator) for foreign residents.</li> <li>If you cannot satisfy the above, then:         <ul> <li>Australian Birth Certificate; or</li> <li>Australian citizenship certificate; or</li> <li>Pension card issued by Centrelink; or</li> <li>Health card issued by Centrelink</li> </ul> </li> <li>And         <ul> <li>A document issued by:</li> </ul> </li> <li>The Commonwealth, State or Territory not more than 12 months old that records the provision of financial benefits and contains full name and residential address; or</li> <li>The Australian Taxation Office not more than 12 months old that records a debt payable and contains full name and residential address; or</li> <li>A local Government or utilities provider not more than 3 months old which records the provision of services to that person or address (the document must contain full name and residential address)</li> </ul>	Your full name	Individual or Joint accounts: 1A. Mr A Applicant 1B. Mrs B Applicant
A Company	address)  Copy of Certificate of Registration; or A copy of the ASIC database search Please refer to DDHGL for foreign company requirements	The name of the company	2. ABC Company Pty Ltd
Trusts & Trustees (eg. a Superannuation Fund)	Regulated Trust (eg SMSF), managed investment scheme or Govt superannuation fund:  A copy of the ASIC, ATO or relevant regulator's website; or A copy or relevant extract of the legislation establishing the Govt superannuation fund sourced from a Govt website  Other Trusts:  A certified copy of the Trust Deed; A notice (such as a notice of assessment) issued by the Australian Taxation Office in the past 12 months; or A letter from a solicitor or qualified accountant verifying the name of the Trust  And - Trustee Verification Individual Trustee/s Refer to 'An Individual' Corporate Trustee Refer to 'A Company'	The trustees of the trust	Individuals: 1A. Mr A Applicant and 1B. Mrs B Applicant 3. <trust name="">  Companies: 2. ABC Company Pty Ltd 3. <trust name=""></trust></trust>
A Partnership	<ul> <li>Original or certified copy of the Partnership Agreement; or</li> <li>Certified Copy or Extract of the Minutes of a Partnership Meeting; or</li> <li>An original current membership certificate from a professional association; or</li> <li>A search of the relevant ASIC or other regulators database; or</li> <li>A notice issued by the ATO within the last 12 months (eg Notice of Assessment); or</li> <li>Original or certified copy of a certificate of registration of business name issued by a government or government agency within Australia.</li> </ul> And For at least one of the Partners, information as outlined under 'An Individual'	The principals of the partnership	1A. Mr A Applicant and 1B. Mrs B Applicant 3. <partnership name=""></partnership>
A minor (less than 18 years old)	<ul> <li>Copy of the minor's birth certificate, or         A notice that         <ul> <li>Was issued by a school principal within the preceding three months;</li> <li>Contains your name and residential address; and</li> <li>Records the period of time you attended the school</li> </ul> </li> </ul>	The minor or trustees for the minor	Either: 1A. Minor Name OR 1A. Mr A Applicant and 1B. Mrs B Applicant 3. <minor name=""></minor>

	And If trustees acting on behalf of minor, refer to requirements for 'An Individual'		
An Incorporated Association	<ul> <li>Certificate of Incorporation</li> <li>Signed meeting minutes showing which officers can operate the account</li> <li>And</li> <li>An original or certified copy of the Constitution or Rules of the association</li> <li>Information provided by ASIC or the government body</li> </ul>	The name of the incorporated body	2. ABC Body Inc.
An Unincorporated Association	responsible for the incorporation of the association  Signed meeting minutes showing which officers can operate the account  And  An original or certified copy of the Constitution or Rules of the association  In relation to the 'verified member', requirements as listed under 'An Individual'	Officers on behalf of the unincorporated body	1A, Mr A Applicant 3. ABC Football Club
A deceased estate	<ul> <li>A certified copy of the grant of probate or Letters of Administration</li> <li>And</li> <li>For at least one of the Executors information as outlined under 'An Individual'</li> </ul>	The executors of the estate	1A. Mr A Executor 1B. Mrs B Executor 3. Estate of the late
Government Bodies	<ul> <li>Search on the relevant Commonwealth, State or Territory website for confirmation of the government body's existence; or</li> <li>Review of the relevant register of government bodies; or</li> <li>Extract of the relevant legislation as obtained from a government website</li> </ul>	The name of the Government Body	2. Department of ABC

 $<sup>^*\</sup>mbox{Additional}$  documentation may be required in some circumstances. We reserve the right to vary these requirements.

Money Market Deposit Accounts are managed by:



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