

General Terms & Conditions, Cheque Terms & Conditions

Please read these General Terms and Conditions carefully. Where these General Terms and Conditions conflict with any additional terms and conditions applying to any of your accounts or our services, the additional terms and conditions shall prevail.

NBS may also be referred to as "Nelson Building Society", "we", "us" or "our".

NBS reserves the right to withdraw a product or product brochure and may alter these Terms and Conditions at any time.

NBS reserves the right to decide not to provide credit or a product or service to you.

By operating any of your NBS Accounts, you agree to comply with these General Terms and Conditions.

Accounts Generally

- To open an account, you will be required to complete our application form, provide two forms of identification and we may require you to credit a minimum amount of funds to your account immediately upon opening.
- You may be required to complete or use NBS standard forms, or forms approved by us, when using an account or service provided by us.
- To protect your property and information, we may require you to prove your identity to our satisfaction at any time.
- You must notify NBS to the number of signatories required to authorise a transaction. The same number of signatories will apply regardless of the service you are using or the amount of the transaction.
- NBS may open joint accounts for you with other clients, upon request. These Terms and Conditions will apply to any joint accounts you may open or operate now or in the future.
- Payments from your NBS account may be declined or reversed if there are insufficient funds or for other reasons. Funds paid into your NBS account may not be available for you to withdraw until the payment is cleared.
- If NBS permits you to draw against uncleared funds, we are providing credit and will require you to repay those funds (including interest and charges) if the payment/s into your NBS account are reversed out.
- Unless you request otherwise, at least every six months, we will make available to you records relating to your transactional accounts. These will be in printed or electronic form as agreed with you. You should check all entries in your NBS account statement/s and report immediately to NBS any apparent errors or transactions you have not authorised. Please refer to our dispute section of these Terms and Conditions for our investigation procedures.
- Your rights in any account including credit balances, cannot be assigned, mortgaged or charged except in favour of NBS, or with our written consent.

Deductions

- You agree to pay all fees and other charges relating to the use of NBS Accounts and services as stated on our relevant Product/Fees/Interest guide, which may change from time to time.
- NBS may without notice withdraw from any of your NBS Accounts all fees, government charges and any other amounts owed by you to NBS. This includes any recovery/collection costs - the cost of enforcing or attempting to enforce our rights in relation to any of your Accounts and any service provided to you (including legal expenses). NBS may use any credit balance in any of your Accounts to meet any unpaid amounts.
- NBS is legally required to deduct withholding tax direct from any interest credited or paid to you. If your IRD number has not been supplied, we may have to make this deduction at a higher tax rate.
- If you are non-resident for New Zealand tax purposes, NBS is legally required to deduct from any interest credited or paid to you either by non-resident withholding tax at the relevant country rate, or non-resident approved issuer levy and pay such amount to Inland Revenue Department. You are required to inform NBS when your non-resident status changes and/or you obtain residency.

Closure/Suspension

- NBS reserves the right to close or suspend the operation of an account. When closure or operation of an account is suspended, we will advise all account holders as soon as possible. You must reimburse us for any expense we incur.
- When an account is closed, we will request that you return or destroy all unused cheques and any card relating to that account. Any funds remaining in your account at time of closure will be returned to you, less

fees and plus/minus interest applying to those funds.

Privacy Statement

- NBS collects personal information about you. The information collected is to enable you to open and operate an account with NBS and to obtain the use of other NBS products and services.
- The intended recipients of the information are NBS and other providers of credit and credit reference agencies.
- The information collected will be held at the branch of NBS where your account is opened.
- Failure to provide this information or provision of incorrect information may result in your application to open an account with NBS being declined.
- Upon written request you have rights of access to, and correction of, personal information supplied to and held by NBS.
- NBS may use any personal information about you to advise you about any other products or services offered or promoted or endorsed by NBS.

Authority To Operate

- NBS will not be liable to you or any other person for any transaction(s) carried out by a person with authority to operate your account.
- Any variation to the signing authority may not be effective until the branch where your Account(s) are held receives it.

Electronic Payments

This section refers to payments in general made by Internet, or Mobile Banking, Automatic Payments, Direct Debit and Direct Credit. Please note Internet and Mobile Banking are issued under separate Terms and Conditions.

- NBS will endeavour to effect payments as instructed but accepts no liability for any inaccuracy or delay in payment, or for any refusal or omission to make any payment due to circumstances beyond our reasonable control. We may also stop or alter a payment without notice if circumstances require us to do so.
- You are responsible for ensuring sufficient funds are available in the account on any required payment date. If the payment is missed, for any reason, then it is your responsibility to make sure the payment is subsequently made.
- Payments may still be made if payment date falls on a non-banking day, providing sufficient funds are available in the account.
- You may not be able to stop or reverse an electronic payment once it has been made. Payments you have made in error can only be recovered from the account they have been paid into with the consent of the account holder. We will endeavour to recover payments made in error.

Automatic Payments

- NBS accepts no responsibility or liability for the accuracy of the information contained in the payment information fields on the Automatic Payment Authority, or for failure to transmit such information in the manner requested due to circumstances beyond our reasonable control.
- NBS may determine the order of priority of payment from any account.
- An Automatic Payment Authority may be terminated or reduced without prior notice to you. In most cases, the Automatic Payment Authority will remain in effect in respect of all payments made in good faith, until notice of death, bankruptcy or cancellation is received by us.
- Automatic Payments can be cancelled by completing the appropriate form at any of our branches. The cancellation must be presented at least one business day before the payment is due.
- The paying bank may reverse Automatic Payments received by you after a payment date. The New Zealand Bankers' Association Interchange and Settlement rules apply to the reversal of such Automatic Payments. Should an Automatic Payment be reversed in accordance with these rules, NBS will debit your account with the amount of the reversal.

Direct Debits

- Direct Debit amounts and payment dates vary. They are initiated by the company/business receiving the payment, not NBS.
- You must notify the company/business receiving the payment of any change to your account details or cancellation of payment.
- Any queries regarding a Direct Debit payment should be made to the company/business receiving the payment (not to NBS).

Direct Credits

- It is your responsibility to inform the payer of any changes.

Special Rules Applying To Particular Accounts

- **Partnership/Firm Accounts** - Unless otherwise agreed with NBS in writing, the partners of the partnership or the proprietors of the firm are jointly and severally liable to NBS for all amounts owing in relation to the Partnership or Firm Accounts. Any one or more of them may be required to pay all the money owed.
- **Joint Accounts** - Unless otherwise agreed with NBS in writing, Joint Account holders are jointly and severally liable to NBS for all amounts owing in relation to the Joint Accounts. Any one or more of them may be required to pay all of the money owed. If one of the Joint Account holders dies, NBS is authorised to pay the survivor(s) any credit balance in the Account. The survivor(s) will remain liable for any liabilities to NBS. If a dispute arises between Joint Account holders, you must advise NBS immediately and seek independent legal advice. NBS shall have no liability to you for any action taken on the instructions of any one of the Joint Account holders and may prevent you from using your Joint Account until all Joint Account holders confirm to NBS in writing that the dispute has been resolved.
- **Society, Lodge or Club Accounts** - Unless otherwise agreed with NBS in writing, where the Society, Lodge or Club is unincorporated, those parties signing the Account Authority are jointly and severally liable for all amounts owing in relation to the Society, Lodge or Club Accounts. Any one or more of them may be required to pay all the money owed.
- **Trust/Estate Accounts** - Unless otherwise agreed with NBS in writing, all trustees of any Trust, and the executors or administrators of any Estate, are jointly and severally liable for any amount owing to NBS in relation to the Trust or Estate Accounts. Any one or more of them may be required to pay all the money owed. In the case of a Trust, the trustees will not allow the Trust Deed to be amended unless NBS agrees. The trustees or the executors or administrators, as the case may be, will advise NBS of the resignation or appointment of any trustee, executor or administrator and ensure that any new trustee, executor or administrator agrees to be bound by the terms and conditions applicable to the Account.

Consumer Guarantees Act

- Any products and services provided by us for the purposes of a business are not covered by the Consumer Guarantees Act 1993.

Disputes

- If any dispute arises concerning any transaction carried out using your NBS account/s you should first contact your local branch or call freephone 0800 101 700.
- We may ask you to put the details of your dispute in writing.
- If the matter cannot be resolved immediately we will investigate and report back to you within 14 days or, if there is likely to be a delay, will advise you of the reason for this delay.
- If you are still not happy with the results of our investigation, you can contact the Secretary of NBS at:

Nelson Building Society
111 Trafalgar Street
NELSON 7010

PO Box 62
NELSON 7040

Phone: +64 (3) 548 2164
Attention: Secretary

If NBS cannot find a way to resolve the issue, complaints can also be made to the Banking Ombudsman (which is an approved scheme under the Financial Service Providers (Registration and Dispute Resolution) Act 2008). You can contact the Banking Ombudsman at:

The Office of the Banking Ombudsman
Level 5, Huddart Parker Building
1, Post Office Square
WELLINGTON 6011

Email: help@bankomb.org.nz
Phone: 0800 805 950

NBS Cheque Terms & Conditions

Please read these Cheque Terms and Conditions carefully. They apply in addition to the General Terms and Conditions and any relevant product brochure.

By using NBS Cheques, you agree to comply with our General and Cheque Terms and Conditions.

Your Cheque Book

- You may request a cheque book by contacting your local NBS branch or the NBS freephone 0800 101 700.
- You should receive your cheque book by mail within 10 working days of your request at your last postal address recorded by us.
- You must keep your cheque book safe and separate from any form of identification at all times.
- You must notify NBS immediately if you suspect your cheque book or any cheques have been lost/stolen or any unauthorised withdrawals have been made from your account. The Police may also need to be notified.

Issuing Cheques

- You should never sign cheques in advance, or leave any details blank after a cheque has been signed.
- Do not write your cheque in pencil.
- You and anyone else who must co-sign the cheque needs to initial any alteration made. If you wish to alter the payee, alter a crossing or increase the amount payable on a cheque, then full signature/s are required next to the alteration.
- To help protect against fraud here is a helpful tip: Draw two parallel lines across your cheque and write the words "Not Transferable" or "Account Payee" (with or without the word "only") between the lines. This means that your cheque can only be deposited into the account of the party you made the cheque payable to.

Stopping Cheques

- Upon receiving a written request, NBS will make reasonable efforts to stop payment on a cheque issued on your Account.
- However, NBS will not be liable if payment is made before your request to stop payment is actioned.
- Charges may apply to the stopping of a cheque.

Post Dated or Out of Date (Stale) Cheques

- You may not write post-dated cheques and NBS will not be liable if payment is made on a cheque presented before its date.
- Cheques presented before the date of the cheque may be dishonoured and a fee may be charged.
- Cheques presented more than six months after the date of the cheque are considered stale and cannot be cashed or deposited.

Dishonoured Cheques

- NBS may refuse to pay out on a cheque which has been incorrectly completed, or where there are insufficient funds in the account.
- Charges may apply to the dishonouring of a cheque.

Overdrafts

- All overdraft applications are subject to our lending criteria and will remain our property.
- When considering your application for credit, we may take into account your financial history, including information from credit reference agencies.
- If existing security is held by NBS, NBS will require the overdraft to be secured. Upon discharge of the security, all debt owed to NBS, including the overdraft and any fees or charges, will need to be repaid.
- You must inform us if you are, or become, an undischarged bankrupt.
- You agree to pay all interest on overdrawn Accounts at the rate applicable from time to time.
- Establishment fees for overdrafts and overdraft facility fees will be charged.
- Overdrafts are repayable immediately on demand. Any authorised officer of NBS may, from time to time, require the outstanding amount (being principal, interest and all charges), to be repaid in full on demand, or to be reduced by regular instalments of such amount, and at such intervals, as we may specify.

Fees/Charges

- You agree to pay all fees and other charges relating to the use of NBS Cheques as stated on our Product/Fees/Interest Guide, which may change from time to time.
- NBS may deduct such fees and other charges from your Account(s) in accordance with the "Deductions" section of the NBS General Terms and Conditions.

Cancellation of Your Cheque Facility

- NBS may close an account and recall all unused cheques if there are insufficient funds to cover cheques issued.
- When an account is closed, NBS is entitled to the return of all unused cheques, and any debit card relating to the account.