

These terms and conditions apply to your use of our cheque facilities. You should read these carefully and retain them for future reference. They should be read in conjunction with the separate terms and condition booklet for Membership & Account Operation, and other relevant terms and conditions booklets specific to the products that you use.

Personal cheques

1. On receipt and acceptance by EECU Limited (EECU) of your application for a personal cheque facility, EECU will issue you with a personal cheque book which will enable you to draw funds from EECU's account with its bank. Subject to these terms and conditions the nominated signatories to the personal cheque facility are authorised by EECU to complete personal cheques drawn on EECU's account with the bank.
2. You authorise EECU to debit your Access Plus (S1) account, or if required other accounts you hold with EECU, for the amount of cheques completed by you or any signatories authorised by you.
3. For the purpose of these terms and conditions, 'available balance' means cleared funds held with EECU in your Access Plus (S1) account, plus any unused overdraft or line of credit facility which has been approved for that account. 'Available balance' does not include: Deposits received but not cleared; or Interest accrued but not yet paid; or Deposits in transit.
4. If the amount of any cheque which is presented for payment exceeds the 'available balance' at the time the cheque is presented, or if we are unable to verify the authenticity of the cheque, EECU may instruct the bank to not pay the cheque. In such an event EECU will endeavour to advise you as soon as practicable, but will not be liable for failing to do so. You will be liable for any fees, charges or costs incurred by EECU as a result of the instruction to not pay the cheque.
5. EECU may in its absolute discretion authorise the bank to pay any of your cheques which are presented, notwithstanding that the 'available balance' may be insufficient to meet the cheque amount. In the event that your Access Plus (S1) account is overdrawn, EECU may access funds in any other deposit account you hold with EECU or your EECU shares for the overdrawn amount, subject to any agreed right of set-off.
6. An unauthorised overdrawn amount on an EECU account is a debt immediately due and payable to EECU. In the event that you fail to repay such a debt on EECU's written demand, you shall be liable for EECU's reasonable costs in recovering the debt, including any fees and charges arising out of, or in any way connected with, the collection or enforcement of the debt.
7. If it is necessary for you to request that payment of a cheque is stopped you must provide a signed 'Stop Payment' form to EECU. EECU may stop payment without receipt of a 'Stop Payment' form subject to you providing sufficient particulars to identify the cheque to EECU officers. In such case you will be required to provide a 'Stop Payment' form within 24 hours. If the cheque is subsequently presented a dishonour fee will be charged.
8. You should safeguard your cheque book from theft or unauthorised use by applying the guidelines provided in personal cheques 'general information' section of our separate general information booklet on Cheques ("Reducing the Risk of Forgery"). You will be liable for all losses caused by your failure to observe these guidelines. However in no case will you be liable where it is shown, that on the balance of probabilities, the loss was caused by -
 - the fraudulent or negligent conduct of EECU's employees or agents; or
 - the same cheque being charged to your account more than once.
9. You agree to pay from your Access Plus (S1) account, or if required, other accounts you hold at EECU:
 - all fees and charges relating to the personal cheque facility as set out in EECU's General Information booklet on Cheques; plus
 - any additional fees and charges notified to you from time to time; plus
 - any government taxes, duties and charges arising out of or in any way connected with any transaction entered into by you by means of the personal cheque facility.

Terms and Conditions - Cheques

Personal cheques (cont'd)

10. EECU may introduce a fee or charge (other than a government charge) on 30 days written notice to you.
11. EECU may vary these terms and conditions by advertisement or through a notice in a newsletter or account statement or by way of direct written notice to you no later than the day on which the variation takes effect, unless the variation reduces your obligations, in which case EECU will confirm the variation not later than the time when it first corresponds with you after the variation takes effect.
12. Where the personal cheque facility has been provided on a joint basis or where your membership is held in joint names you shall be liable under these terms and conditions jointly and severally (i.e. individually).
13. The personal cheque facility is not available for use outside of Australia.
14. You are required to notify EECU promptly of a change of your name or address.
15. EECU reserves the right to withdraw the personal cheque facility at any time by advising you in writing, without affecting your obligations which shall continue in force.

Corporate cheques

1. Various fees apply for the provision of corporate cheques. Refer to the General Information booklet on Cheques.
2. Corporate cheques will only be issued when there are cleared funds for the amount of the cheque.
3. Corporate cheques are crossed 'not negotiable', which means that they must be deposited to an account.
4. We will only process your request to stop an EECU corporate cheque if the cheque is lost stolen or destroyed and you sign an indemnity as required by the Credit Union.
5. We may also stop a corporate cheque if: the cheque is forged or counterfeit or materially altered; or we receive a court order restraining payment; or there is failure of consideration.

Bank cheques

1. We require a signed written request from you for issue of a bank cheque.
2. We will process requests for a bank cheque, provided sufficient clear funds are available in your account, or are provided in cash.
3. We will only request the NAB to stop a bank cheque if the cheque is lost, stolen or destroyed and you sign an indemnity as required by the Credit Union.
4. The bank may also stop a bank cheque if: the cheque is forged or counterfeit or materially altered; or we receive a court order restraining payment; or there is failure of consideration.

Definitions: Refer to our separate sheet. Available from our website - or from an EECU office.

Mutual Banking Code of Practice

We subscribe to the Mutual Banking Code of Practice (MBCOP). In providing you with this service we warrant that we will comply with the MBCOP. You can obtain a copy of the MBCOP from our website or from an EECU office.

Variations to Terms and Conditions

1. Right to alter terms and conditions

- 1.1 We reserve the right to alter the terms and conditions (including fees and charges) of any of our products and services from time to time.
- 1.2 Information in this booklet is up to date at the date of this publication. When changes to the information are not materially adverse to you we may not send you a new booklet. You can check with EECU staff (contact details listed on the back of this booklet) or on our website to ensure that you have a current version. A paper copy will be available to you free of charge from EECU offices.

2. Circumstances requiring 30 days notice

- 2.1 We will provide written notice of a change to affected members at least 30 days before it takes effect when in relation to a product or service, we intend to -
 - introduce a fee or charge;
 - vary the method by which interest is calculated or the circumstances when it is debited or credited;
 - increase fees or charges;
 - reduce the number of fee-free transactions permitted on your accounts;
 - vary the minimum balance to which an account keeping fee applies;
 - increase your liability for losses; or
 - impose, remove or adjust daily or periodic limits on electronic payment transactions; or make any changes to your account(s) in respect of which the law requires that notice be given to you.

3. Circumstances requiring notice by date of effect

- 3.1 Subject to Clause 1.1, where a variation results in changes to the obligations of members we will notify affected members of -
 - the introduction or variation of a government charge payable directly or indirectly by our members (unless the introduction or variation is publicised by a Government, Government agency or representative body);
 - other variations to the terms and conditions (including any variation to interest rates) of a product or service through a notice in a member newsletter or an account statement, or by way of direct written notice to affected members, no later than the day on which the variation takes effect.

4. Reductions in member obligations

- 4.1 If a variation of a kind referred to above results in a reduction in the obligations of the affected members (e.g. a lowering of a loan interest rate or a reduction in fees or charges), then notice of the variation may not be given until the next time that we correspond with the affected members.

5. Address for notices

- 5.1 Written notice to you will be directed to your mailing address last recorded with us.

6. Changes due to security reasons

- 6.1 We are not obliged to give you advance notice if an immediate change to the terms and conditions is deemed necessary for security reasons. □

t (Inc Telelink)
1300 65 3328
(Int'l +61 3 9608 8301)

w (Inc Netlink)
eecu.com.au

hotline (Lost or stolen cards)
1800 224 004

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