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NAB FOREIGN CURRENCY ACCOUNT – *Onshore*

Terms and Conditions

Effective 29 April 2019

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TERMS AND CONDITIONS

1 NAB Foreign Currency Account – Onshore

How the account will work

- 1.1 You may deposit funds to the credit of the account, or withdraw funds in the currency of account up to the Transaction Balance, or your approved overdraft limit, up to the time on any Banking Day nominated by NAB from time to time for the currency of account. You may find out that time from any branch of NAB. If a cheque is deposited into the account, the proceeds in respect of that cheque will be available for withdrawal on the Value Date, not the Transaction Date.
- 1.2 You may withdraw from the account at any of NAB's branches, subject to:
 - (a) you providing suitable identification; and
 - (b) any disruption to or delay in the banking system or international currency markets.

NAB will pay you the balance of the account and any interest on that account in the currency of the account, unless otherwise instructed by you or unless the currency of the account is no longer available. If the currency of the account is no longer available, then NAB may nominate the currency with which to pay you the balance of the account and interest on the account.

- 1.3 Transactions on the account will have a Transaction Date and may have a Value Date that is different from the Transaction Date. The Value Date for transactions debited or credited to the account may be determined by any number of factors, including for example the method of payment, time zone differences between when the transaction is initiated and when it is received overseas, and the time to clear a cheque. The debit and credit balances on which interest is payable on the account will be calculated by reference to the Value Date and not the Transaction Date.

- 1.4 You may obtain Account Information over the telephone by following the Procedures. Information about the Procedures is available from any branch of NAB upon request.
- 1.5 You must establish and maintain security measures adequate to protect the Procedures from unauthorised use or access. You must keep the Procedures secret. If you make a written record of them, you must not keep that record with the account details. Any record should be recorded in a code that is not easily deciphered. You must instruct all persons you have authorised to use the Procedures to comply with this clause. You also authorise NAB to disclose Account Information over the telephone to you and to any other person who follows the Procedures. NAB will not enquire about the identity of the person and will assume that they are you or have been authorised by you to obtain the Account Information over the telephone provided they have followed the Procedures. NAB will not be liable for any loss or damage you suffer or incur as a result of NAB providing the Account Information over the telephone to a person who has followed the Procedures. Except to the extent that NAB knew or ought to have known that the person was in fact not authorised by you to obtain the Account Information.

Interest

- 1.6 Subject to clause 1.8, NAB will pay you interest for each Interest Period calculated on the portion of the daily credit balance which is over five thousand United States dollars (USD 5,000) or the currency equivalent. NAB will calculate the interest up to the last day of each Interest Period. NAB will credit that interest to the account on the last Banking Day of the relevant Interest Period with a Value Date of the first day of the next Interest Period. If any transaction is debited or credited to the account for value after the last Banking Day of that Interest Period but before the end of that same Interest Period, NAB will make an interest adjustment on the last Banking Day of the next Interest Period. The currency equivalent to United States dollars is calculated by NAB using a rate of exchange set by NAB at six monthly intervals on the 15th (where this is not a Banking Day, then the preceding Banking

Day) of February and August to be applied from the first business day of March and September, respectively, for the following six monthly period.

- 1.7 The interest rate is that applicable to the currency of the account as notified to you at the time you open your account in NAB's flyer 'Indicator Rates – For Foreign Currency Account' and that flyer forms part of these terms and conditions. The applicable interest rate will fluctuate. For some currencies, the applicable credit interest rate is zero. The interest rate applying at any time is available on NAB's website at www.nab.com.au. Up-to-date rates are also available by contacting your local branch, or by phoning the International Service Centre Help Desk. The Help Desk phone number is recorded on your account statement.
- 1.8 Interest on the account will be calculated:
 - (a) for those days on which NAB is able to invest the funds in the account in the currency of the account;
 - (b) at the applicable rate on your foreign currency account; and
 - (c) based on a year of 360 days for all currencies, except for the following currencies, for which the relevant year will be based on 365 days:
 - (i) Fiji dollar (FJD);
 - (ii) Pounds sterling (GBP);
 - (iii) Hong Kong dollar (HKD).
- 1.9 If the account is overdrawn without an approved overdraft limit, you must put the account in credit within 7 days and you will pay NAB interest on the amount overdrawn at the default rate charged by NAB applicable to the currency from time to time. The default rate is set out in NAB's flyer 'Indicator Rates – For Foreign Currency Account'. NAB will calculate interest on the daily debit balance of the account. NAB will calculate the interest up to the last day of each Interest Period. NAB will debit that interest to the account on the last Banking Day of the relevant Interest Period with a Value Date of the first day of the next Interest Period. If any transaction is debited or credited to the account

for value after the last Banking Day of that Interest Period but before the end of that same Interest Period, NAB will make an interest adjustment on the last Banking Day of the next Interest Period.

Statements

- 1.10 NAB will send you statements of the account at least 6 monthly unless you request otherwise.

Bank fees

- 1.11 You will pay NAB's standard account fees, the nature and amount of which are detailed in NAB's brochures 'Personal Banking Fees and Charges Guide', or 'Business Banking Fees – A guide to fees and charges', available from NAB at any time, and NAB may debit the account with those fees unless otherwise agreed.
- 1.12 NAB will make any necessary conversion of such fees from Australian dollars to the currency of account at a rate of exchange which is set on a six monthly basis.
- 1.13 NAB may:
- (a) vary the amount, frequency or time for payment of any fees or charges relating to the account; and
 - (b) vary these terms and conditions by introducing a new fee or charge relating to the account.

NAB will give you notice of any change in accordance with clause 2.3. If any variation made has an adverse impact on you, you may close the account. You must pay any outstanding fees and charges on the account.

Foreign Currency Holding Fee

- 1.14 A fee may be charged on large balances in currencies where market conditions and interest rates are such that it costs us to hold the currency. The relevant fee and threshold amounts over which the fee is charged can be found on NAB's website: <https://www.nab.com.au/business/accounts/specialised-accounts/nab-foreign-currency-account>. The threshold amounts and currencies may change as market conditions change.

Goods and Services Tax

- 1.15 Where NAB is liable to pay Goods and Services Tax (GST) or any similar tax on a supply made in connection with this product/service, then you agree to pay an additional amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

Government charges and taxes

- 1.16 NAB may debit the account with government fees, duties and taxes (including any Pay as You Go Withholding Tax) relating to the account after converting them from Australian dollars to the currency of account.
- 1.17 NAB will make any necessary conversion of such fees, duties and taxes from Australian dollars to the currency of account at the relevant spot rate of exchange quoted by NAB generally on the day on which the conversion is effected.

Exclusion of liability

- 1.18 You agree that in connection with NAB's provision of services to you (including, without limitation, the making or receiving of a payment on your behalf) (Services), one or more of NAB's branches and other financial services providers (Other Banks) may be involved. Those branches and Other Banks may in each case be local or overseas and the Other Banks may or may not be appointed by NAB. NAB is not liable for loss of any kind arising in connection with the involvement of Other Banks not appointed by NAB, or their act or omissions. NAB will not be liable for any loss which is not a foreseeable result of a claimed breach, nor for any loss caused by your own action or inaction.
- 1.19 Any Service NAB provides to you may be affected directly or indirectly by:
- (a) laws including, without limitation, any subordinate instrument; and
 - (b) the acts, practices and policies of local or foreign governments and their instrumentalities (Regulatory Authority) whether or not having the force of law, and with which it is the custom or practice of a reasonable and prudent banker to comply (Regulations).

1.20 Regulations may be those of any place where NAB or any Other Bank operates, or with which the Services have some direct or indirect connection, or to which or from which a payment or instruction is made or received or in which some other thing is done, or may be the Regulations of or applicable to the currency of any payment. Regulations include, but are not limited to, those which affect, restrict, prohibit or otherwise render unlawful transactions, payments or dealings with assets, any person, group or entity which may or may not include those having a connection with certain countries, areas, individuals, groups, bodies, entities, materials, items, substances, political or religious systems, beliefs or convictions. The Services may be interrupted, prevented, delayed or otherwise adversely affected, either in whole or in part, by reason of a Regulation including, but not limited to, where NAB reasonably considers in good faith, or any Other Bank considers, or a Regulatory Authority asserts, that a Regulation does apply (each an Adverse Effect).

1.21 NAB is not liable for any loss suffered by you in relation to any Service where:

- (a) there is no breach of a legal duty of care owed to you by NAB or by any of NAB's employees or agents; or
- (b) such loss or damage is not a reasonably foreseeable result of any such breach.

NAB will not be responsible for any loss or damage resulting from a breach by you of any term of this contract.

Disclosure of information

1.22 You agree that NAB may use or disclose any information about you or the Services or any person connected in any way with the Services to any person connected in any way with the Services, any Other Bank or Regulatory Authority for any purpose which NAB, or any Other Bank, considers reasonably necessary in connection with any Regulation or the Services. You agree to provide any such information to NAB if NAB asks you to, and promptly to procure the consent of any such person to the disclosure of that information if NAB so requires.

1.23 The National Australia Bank Limited (an Australian company) and each of its subsidiaries and related or associated entities (National Group) is managed, operates businesses and processes customer information internationally and across corporate entities.

Accordingly, information about or relating to you may be provided to other National Group companies, transmitted within the National Group between countries, and where required by law, regulation or convention, provided to governmental and regulatory authorities, both in the country where the relationship with the National Group company is primarily situated, and in other countries where the National Group may operate and you irrevocably consent to that occurring.

Specific Terms and Conditions for Renminbi accounts (“RMB Terms and Conditions”)

1.24 If you have a Renminbi (“RMB”) account, then you agree, acknowledge and represent (without limiting and in addition to clauses 1.18 to 1.23 and 2.9 that:

- (a) Settlement of RMB denominated remittances into or from the People’s Republic of China (“PRC”) is subject to regulations of the PRC relating to foreign exchange control which may change from time to time.
- (b) RMB is subject to substantial exchange rate risk and is currently not freely convertible.
- (c) The provision of RMB account services by NAB is subject to the applicable laws, regulations, policies, guidelines or practice notes issued by any regulatory authorities, governmental agencies, clearing and settlement banks or agents, custodians or professional bodies governing or offering RMB related activities, clearing or services, and/or any applicable agreement for clearing and settlement of RMB, each as may be amended or updated from time to time (“Applicable Provisions”).

- (d) Without limiting paragraph (c) above and if there is any inconsistency between the RMB Terms and Conditions, any internal policy of NAB and the Applicable Provisions, the order of priority for the purposes of construction is as follow:
 - (i) the Applicable Provisions;
 - (ii) the RMB Terms and Conditions; and
 - (iii) any internal policy of NAB.
- (e) The RMB Terms and Conditions may be determined and amended by NAB from time to time and at all times subject to the Applicable Provisions.
- (f) The opening of a RMB account as well as all instructions or transactions in relation to the RMB account are subject to NAB's acceptance and approval at NAB's sole and absolute discretion and on such terms and conditions as NAB may impose including, without limitation, receipt by NAB of such documents and information as NAB may require in relation to the account opening and/or the instruction and/or the transaction.
- (g) Without limitation to paragraph (c) above, you will provide any information and documents requested by NAB from time to time for opening a RMB account with NAB or the provision of any RMB service by NAB (as the case may be), including, without limitation, the following information about the underlying transaction (if applicable):
 - (i) name and account number of your PRC counterparty;
 - (ii) date and brief description of the underlying transaction; and
 - (iii) a copy of any relevant trade documents (including invoices, contracts and third party documents such as bills of lading and customs declaration forms).

- (h) All information and documents provided by you from time to time are complete, true and accurate and you confirm that NAB is entitled to rely on such information and documents without any further verification.
- (i) You and your PRC counterparty are responsible for obtaining all relevant governmental regulatory approvals/licences, verifications and/or registrations (if any) for the purpose of cross-border remittance of RMB. Neither NAB nor any of its affiliates or correspondent banks shall be liable for any non-compliance with applicable laws or regulations by you or your PRC counterparty.
- (j) All instructions issued by you must, and NAB may take any action as it deems reasonably necessary or appropriate to, comply with the Applicable Provisions.
- (k) NAB, its affiliates and correspondent banks are authorised to disclose and report all and any transaction data and information regarding you, your account(s), your account relationship with NAB and any other RMB related services to any regulatory authorities, government agencies, clearing and settlement banks or agents, custodians or professional bodies governing or offering RMB related activities, clearing or other services, or to NAB's correspondent banks, wherever such party is situated (including PRC and Hong Kong regulators and RMB clearing and settlement banks where applicable).
- (l) Applicable conversion and interest rates regarding RMB will be determined by NAB and may differ from the official rates set by the People's Bank of China or rates determined by any other person.
- (m) Provision of all RMB services are subject to the maximum amount (if any) per customer per day requirements or the maximum amount per transaction requirements imposed by NAB from time to time in compliance with the RMB Terms and Conditions, and the Applicable Provisions (if applicable).

- (n) NAB may set a cut-off time for deposits into RMB accounts and NAB may decline to accept deposits made after the cut-off time (if any) or, if NAB so informs you, NAB may treat them as made on the next Banking Day.
- (o) Remittances cannot take place on public holidays in the PRC. For example, public holidays include the Spring Festival holidays (also known as Chinese New Year holidays), which are relatively long and whose dates change from year to year. You will ascertain the dates of public holidays in the PRC before scheduling any RMB remittances.
- (p) NAB may, from time to time, refuse or terminate the provision of RMB services without prior notice and without giving any reason.
- (q) NAB may from time to time set restrictions that apply only to RMB accounts and transactions. For example, restrictions may apply to the availability of physical RMB currency.
- (r) If any remittance you request to be made in RMB fails, is returned, or is delayed for any reason then NAB is not responsible for any loss incurred as a result (including as a result of any changes to any exchange rate or any claim made by the intended recipient of the remittance).
- (s) You indemnify NAB against any and all losses, damages, claims, liabilities, costs (including legal costs on a full indemnity basis) and expenses which NAB may suffer or incur arising from or in connection with the opening, maintaining and closure of your RMB account and/or the provision of any RMB services provided by NAB in relation to the account as a result of your misrepresentation or any information or documentation provided by you being incomplete, inaccurate or misleading in any respect.

2. General matters

Banking Code of Practice

2.1 NAB has adopted the Banking Code of Practice and relevant provisions of the Code apply to this product, if you are an individual or a small business referred to in the Code. You can obtain from NAB upon request:

- (a) information on NAB's current interest rates and standard fees and charges relating to this product if any;
- (b) general descriptive information concerning NAB's banking services including:
 - (i) for accounts with cheque access, general descriptive information about cheques;
 - (ii) account opening procedures;
 - (iii) NAB's obligations regarding the confidentiality of your information;
 - (iv) complaint handling procedures;
 - (v) bank cheques;
 - (vi) the advisability of you informing NAB promptly when you are in financial difficulty;
 - (vii) the advisability of you reading the terms and conditions applying to each banking service NAB provides to you;
- (c) general descriptive information about:
 - (i) the identification requirements of the Anti-Money Laundering and Counter Terrorism Financing Act 2006;
 - (ii) the options available to you under the tax file number legislation; and
- (d) a copy of the Banking Code of Practice.

Closing your account

2.1A You or any other authorised person can request to close your account by contacting your NAB banker, visiting a NAB branch, calling our contact centre or by written notice. If we cannot execute your request, we may advise you of further information we require to process your request.

Such termination will not affect any obligation incurred by you or under these terms and conditions. Any outstanding interest, fees and charges payable by you to NAB under these terms and conditions are payable upon closure.

NAB may exercise its direction to close an account due to unsatisfactory conduct or any other reason it deems appropriate, such as where an account that is designed for use by our business customers is being used for personal purposes. In this event, NAB will provide you notice in writing.

Changes NAB may make

2.2 In addition to the other changes NAB may make to these terms and conditions, NAB may change any other terms and conditions (including by imposing new fees or charges, changing the amount, type, frequency or method of calculation of fees and charges payable, or any changes in accordance with any applicable legislation and industry codes). If any variation made has an adverse impact on you, you may close the account. You must pay any outstanding fees and charges on the account.

NAB may charge you an amount that it considers to be a reasonable estimate of the costs of any account closure.

How will I be notified of changes?

2.3 Unless otherwise specified in these terms and conditions or separately agreed between you and NAB, NAB will give you notice of changes as set out below and you agree to receiving notice in such ways:

- notice of changes to fees and charges will be given in writing at least 30 days before the change takes effect;
- notice of changes to government fees and charges will be given by media advertisement,

in writing or electronically, at least 30 days before the change takes effect, or a shorter period if NAB gives notice with reasonable promptness after NAB is notified by the government. However, NAB need not notify you if the government publicises the change to fees and charges; and

- notice of any other changes to these terms and conditions (including changes relating to interest other than changes to an interest rate) will be given in writing at least 30 days before the change takes effect.

As interest rates for NAB Foreign Currency Accounts may vary from time to time in accordance with the changing market conditions of the country of currency, NAB reserves the right to vary the rate without giving prior notice to you. Up-to-date interest rates are available by contacting your local branch, by phoning the International Service Centre Help Desk or visiting us at www.nab.com.au. The Help Desk phone number is recorded on your account statement.

Joint accounts

- 2.4 If there are two or more of you, you will be treated as holding the account jointly and NAB may accept for credit to the account any telegraphic transfer, cheque, payment order or bill of exchange that is payable to all or any of you.
- 2.5 If any of you die, the account will be treated as the account of the survivor or survivors jointly.
- 2.6 Unless any of you request otherwise, NAB statements and notices (including notification of any variation to these terms and conditions) will be forwarded to the mailing address of the first of you named in the account. In the absence of evidence to the contrary, you will all be deemed to have received any NAB statements and notices forwarded in accordance with these terms and conditions.
- 2.7 A joint account holder may only make a withdrawal on the terms of any authority to operate on the account. If NAB is notified of a dispute between joint account holders, NAB may require all joint account holders to sign any authority to operate the account.

- 2.8 The liability of account holders under an account held in joint names is joint and several. This means each and all of the account holders are liable for the whole of any debit balance on the account.

How is the operation of the account governed?

- 2.9 Operation of the account is governed by an authority given by the account holder to NAB specifying who is authorised to operate the account. Provided that we have received notice of such authority in a manner recognised by NAB, each person you authorise to transact banking business on your behalf in respect of the account is able to:
- (a) sign or make arrangements with NAB regarding deposits, withdrawals, bank cheques, periodical payment/debit authorities, NAB electronic banking services, orders and other instruments in respect of the account;
 - (b) overdraw the account to any extent permitted by NAB (NAB will treat casual overdrafts as applications for credit);
 - (c) provide guarantees, indemnities or declarations protecting NAB in relation to the repurchase by NAB of bank cheques or international cheques and other instruments.
- 2.10 NAB may elect not to follow instructions in relation to the operation of your account or performance of any transaction if:
- (a) NAB is not reasonably satisfied that the person giving the instruction has authority (for example, if NAB is not satisfied that the signature on the instruction matches the specimen signature held);
 - (b) in NAB's reasonable opinion, the instructions are not clear;
 - (c) NAB cannot reasonably authenticate or validate any information or documents relating to the account or service, a person who is authorised to transact on it, or the transaction; or
 - (d) NAB is notified of a dispute between joint account holders, partners or directors (in which case NAB may require all joint account holders, partners or directors to sign any authority to operate the account).

Responsibility

2.11 You acknowledge that:

- (a) you are aware of the currency risk (including the potential for sharp movements in the value of the Australian Dollar relative to any other currency) and the interest rate risks that are inherent with the account, and you, and not NAB, are responsible for the prudent management of the account in relation to those risks;
- (b) you are aware of the services available to a person such as you to guard against those risks;
- (c) you have relied solely on your own independent assessment or advice from a third party (other than NAB); and
- (d) NAB is not responsible to you for any fluctuation in the interest rate or the relative value of the Australian Dollar against any other currency, or any loss or liability you may incur as a result of such a fluctuation.

Significant Taxation Implications

2.12 Interest earned on your NAB Foreign Currency Account – Onshore may form part of your assessable income. There may also be income tax implications related to any gains or losses upon conversion into and out of foreign currency.

If you do not provide your Tax File Number (TFN), Australian Business Number (ABN), or advise that you are eligible for an exemption from providing a TFN or ABN, NAB may be obliged to deduct Pay as You Go Withholding Tax at the maximum marginal tax rate (plus Medicare levy) from any interest income you earn on your NAB Foreign Currency Account. If you are a non-resident of Australia, NAB may also be obliged to deduct Pay as You Go Withholding Tax.

NAB recommends that you seek independent tax advice in respect of the tax consequences arising from the use of this account.

Exercise of Discretions

- 2.13 Where these terms and conditions confer a discretion on NAB, NAB will exercise that discretion reasonably and in accordance with its legitimate business interests.

Reference to Product Disclosure Statement (PDS) in Ancillary Documents

- 2.14 Where the context so requires, a reference to a Product Disclosure Statement or a PDS for NAB Foreign Currency Account – Onshore in any brochure, letter, application form or other document issued by NAB shall be construed as a reference to these Terms and Conditions.

Financial Claims Scheme

- 2.15 The Financial Claims Scheme (FCS) provides a guarantee of funds deposited with an authorised deposit-taking institution (ADI) such as NAB. The FCS only applies to deposits denominated in Australian dollars and does not cover balances in foreign currency accounts. For more information regarding the Scheme, contact the APRA hotline on 1300 55 88 49 or see the APRA website at www.apra.gov.au.

What do I do if I have a problem or dispute relating to my account?

- 2.16 If you have a dispute in relation to this agreement you can contact NAB on 1800 152 015 or ask at any branch of NAB. We will investigate the dispute and advise the outcome. If your concerns haven't been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA):

Website: afca.org.au

Email: info@afca.org.au

Telephone: 1800 931 678 (free call)

In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne, VIC 3001

AFCA is an external dispute resolution (EDR) scheme to deal with complaints from consumers in the financial system. AFCA provides fair and independent financial services complaint resolution that's free to consumers.

How can I get more information?

- 2.17 You can get more information about the NAB Foreign Currency Account – Onshore and banking with NAB by contacting NAB on 13 10 12 or visit NAB at www.nab.com.au or from any branch, or by contacting your Business Relationship Manager. Information on current interest rates and standard fees and charges is also available on request. Up-to-date rates are available from any branch, or by phoning the International Service Centre Help Desk or visiting NAB at www.nab.com.au. The Help Desk phone number is recorded on your account statement.

Meaning of words

- 2.18 **Account Information** means balance, transaction and other information provided by NAB in respect of the account.

Banking Code of Practice or **Code** mean the Banking Code of Practice, but before 1 July 2019 refer to the Code of Banking Practice (2013 version).

Banking Day means a day other than:

- (a) a Saturday or Sunday;
- (b) a day gazetted as a public holiday throughout Australia; and/or
- (c) for any currency other than Australian dollars, a public holiday in the principal financial centre of the currency involved in the transaction or in the principal financial centre for US currency.

Interest Period means the quarterly periods ending on 31 March, 30 June, 30 September and 31 December, or any other period agreed between you and NAB.

NAB means National Australia Bank Limited and its successors and assigns.

Procedures means the procedures established by NAB to authorise access to the Account Information in respect of the account as advised by NAB to you.

Transaction Balance means the balance of the account determined by reference to the Transaction Date of the transactions to that account.

Transaction Date means the date upon which a transaction is posted to the account. The Transaction Date may differ from the Value Date.

Value Balance means the balance of the account determined by reference to the Value Date of transaction on that account.

Value Date means the date on which a transaction is deemed to be debited or credited to the account for the purposes of calculating interest. The Value Date may differ from the Transaction Date.

You means the customer or customers who open the account, and if there is more than one, you means each of them separately and every two or more of them jointly. You includes your successors and assigns and, in relation to your rights to operate the account, any other authorised signatory to the account.

For more information call

13 10 12

8am – 8pm EST, seven days a week or
visit us at nab.com.au



Hearing impaired customers
with telephone typewriters
can contact us on **1300 363 647**