

YOUCHOOSE OVERDRAFT - OVERDRAFT TERMS



Overdraft Account Number _____

The **Start Date** of the Agreement _____

Under this Agreement, **Heartland Bank Limited** (who we call the **Lender, we**, or **us** in this Agreement) agrees to make an **Overdraft Account** available to you. When we refer to **this Agreement** we mean these Overdraft Terms - including the attached Fee Schedule - and the General Terms. Heartland's Account and Service General Terms and Conditions also apply to your Overdraft Account.

IMPORTANT – This Agreement contains key information about your Overdraft Account and is a disclosure statement under section 17 of the Credit Contracts and Consumer Finance Act 2003. You should read it thoroughly. If you do not understand anything in this Agreement, you should seek independent advice. You should keep a copy of this Agreement in a safe place.

You have the right to cancel this Agreement for a short period after you sign it - see the "**Your right to cancel!**" section in these Overdraft Terms for more information.

LENDER (we are the person making the Overdraft Account available to you)

You can send notices to us under this Agreement by:

- writing to us at this postal address
- sending an email to this email address

Please also see clause 13 of the General Terms.

Name	Heartland Bank Limited
Address	35 Teed Street, PO Box 9919, Newmarket, Auckland 1149
Email	youchoose@heartland.co.nz

BORROWER (this is who we call **you** in this Agreement)

Name

Physical address

Postal address

Email

By providing an email address, you consent to receiving all communications from us in electronic form

STATEMENTS

We will provide you with monthly statements unless we rely on your consent to receive information about your Overdraft through online banking. The statements will give you information about your account (e.g. any interest or fees charged during the statement period).

OVERDRAFT DETAILS

OVERDRAFT LIMIT \$ _____

This is the maximum amount you can borrow from us at any time (which includes all accrued but unpaid interest, and any other fees, charges and other amounts owing). **We can ask you to repay your Overdraft with us in full at any time.**

INITIAL UNPAID BALANCE

The initial unpaid balance of your Overdraft Account is nil at the commencement of the Start Date.

CONDITIONS OF THE OVERDRAFT ACCOUNT

We will only make the Overdraft Account available to you once you have provided us evidence that you receive a regular income (this evidence must be satisfactory to us).

It is our expectation that the Total Amount Owing will fluctuate, and that there will be no Total Amount Owing, from time to time.

OVERDRAFT INTEREST RATE

We will charge you interest on any amounts you have borrowed under your Overdraft at a floating rate of interest which, as at the Start Date, is **10% per annum** but which may change from time to time. This is the only rate you will pay **unless** you exceed your Overdraft Limit. Interest will accrue daily on the Total Amount Owing and be debited from your Overdraft Account monthly.

The Overdraft Interest Rate may change from time to time – see clause 11.1(b) of the General Terms.

SAVINGS INTEREST RATE

If your Overdraft Account is in credit, we will pay you interest on that credit balance at the Savings Interest Rate of **2% per annum** (as at the Start Date). Interest will accrue daily and be paid monthly into your Overdraft Account.

The Savings Interest Rate may change from time to time – see clause 11.1(b) of the General Terms.

The current applicable Savings Interest Rate and Overdraft Interest Rate will be available on our website

CREDIT FEES AND CHARGES

All credit fees and charges that you might need to pay us under this Agreement are listed in the attached FEE SCHEDULE.

If you exceed your Overdraft Limit, we may also charge you interest at an **Excess Interest Rate**. We give you information about this in clause 4.1 of the General Terms.

You should be aware that we can change the credit fees, charges and Excess Interest Rate you might have to pay under clause 11.1(b)(ii) of the General Terms.

FULL PREPAYMENT

You can repay all or any part of the amount outstanding under the Overdraft at any time without incurring any additional fee or charge.

YOUR RIGHT TO CANCEL

You can cancel this Agreement by giving written notice to us within 5 business days of being handed a completed copy of this Agreement; or within 7 business days of receipt if the completed Agreement is emailed or sent to you electronically; or within 9 business days of the date the completed Agreement was posted to you (if applicable). Saturdays, Sundays and national public holidays are not counted as business days. You can physically give the notice to us or our employee or agent, post the notice to us or our agent or email the notice to our email address listed in these Overdraft Terms. If you cancel this Agreement, you must immediately repay the Overdraft and any Overdraft interest accrued for the period starting on the day you borrowed amounts under the Overdraft until the day you repay us in full (if relevant). You must also reimburse us for any reasonable expenses we have to pay in connection with this Agreement and its cancellation, including legal fees and credit report fees. *This statement is only a summary of your cancellation rights and obligations. If you want more information, or if you think that we are being unreasonable in any way, you should seek legal advice immediately.*

WHAT CAN YOU DO IF YOU SUFFER UNFORESEEN HARDSHIP?

If you are unable reasonably to keep up your payments because of illness, injury, loss of employment, the end of a relationship, or other reasonable cause, you may be able to ask us to vary the terms of this Agreement (we call this a **Hardship Variation**). To apply for a Hardship Variation, you need to:

- (a) make an application in writing; and
- (b) explain your reasons for the Hardship Variation; and
- (c) request a postponement of the dates on which payments are due under this Agreement (please specify the period for which you would like this to apply); and
- (d) give the application to us - feel free to phone us to discuss on 0800 88 20 20 but we will ask you to follow up in writing in any of the ways listed in these Overdraft Terms.

Do this as soon as possible. If you delay for too long in making an application, we may not have to consider your request.

ELECTRONIC COMMUNICATION

By entering into this Agreement, you agree that we can send you notices and other communications relating to this Agreement electronically, including by email or (if we choose to) by other electronic means such as an online portal. This includes any continuing disclosure that we have to make to you under the Credit Contract and Consumer Finance Act 2003.

We agree to receive notices or other communications from you in electronic form.

IF THERE IS A DISPUTE ABOUT THIS AGREEMENT

We are a member of the following dispute resolution scheme:

Banking Ombudsman

Level 5, Huddart Parker Building

1 Post Office Square

Wellington 6011

<http://www.bankomb.org.nz>, phone: 0800 805 950 and email: help@bankomb.org.nz.

It is free to make a complaint to this independent dispute resolution scheme. The scheme can help you to resolve any disagreement you have with us.

REGISTRATION ON FINANCIAL SERVICE PROVIDERS REGISTER

Our Financial Service Providers Register Number is FSP53901 and our registration name is Heartland Bank Limited.

AGREEMENT

By completing and submitting this Agreement, you request that we provide the Overdraft to you on the terms of this Agreement. A legally binding agreement is effective only when your request is accepted by us, which will be notified to you. We are under no obligation to accept your request.

You confirm that:

- you have received a copy of this Agreement and have read, understood and agree to the terms of this Agreement – if you do not understand anything in this Agreement please seek legal advice before entering into this Agreement.
- all of the information that you have provided to us in connection with this Agreement is complete, accurate and not misleading.

We will rely on the information that you have provided to us (whether directly or through any other person who is assisting with this Agreement), unless we have a good reason to believe the information is not reliable.

BORROWER'S SIGNATURE

_____ **Date** _____
Signed by **[customer name]** in the presence of _____

WITNESS SIGNATURE

_____ **Date** _____
Name _____
Occupation or description _____
City or town of residence _____

FEE SCHEDULE**SCHEDULE OF STANDARD FEES AND CHARGES APPLIED TO YOUR YOUCHOOSE OVERDRAFT*****ACCOUNT MAINTENANCE / SERVICE FEES**

Card Replacement Fee **\$10.00**
We will charge you this fee if you request a replacement card.

Direct Debit Dishonour Fee **\$25.00**
We may charge you this fee if we do not honour a direct debit out of your Overdraft Account because it would mean you exceed your Overdraft Limit.

International ATM Withdrawal Fee **\$6.00**
We will charge you this fee for every ATM transaction made at an overseas ATM machine. Every international ATM withdrawal will also have a currency conversion charge applied

COLLECTIONS

Recovery Costs **Actual Cost**
We will charge you any costs charged by third parties relating to this Agreement (e.g. legal provider). We can provide copies of the invoices on request.

*Changes to the fees may take effect as described under clause 11.1(b)(ii) of the General Terms.

YOUCHOOSE OVERDRAFT - GENERAL TERMS

Clause 1: Understanding and interpreting this Agreement

This Agreement has two parts:

- these General Terms
- the Overdraft Terms (at the front of these General Terms) which includes the details and the Fee Schedule.

Read both parts carefully. Ask for help if there is anything you don't understand.

Heartland's Account and Service General Terms and Conditions also apply to this Agreement. They are available from our website or you can contact us and ask for a copy. For the avoidance of doubt, this Agreement is 'Specific Terms' for the purposes of Heartland's Account and Service General Terms and Conditions.

We use ordinary words where possible. But sometimes we have to use legal words or terms because there is no ordinary word with the same meaning. *To help you, we have added some explanations in italics.*

Also, some of the ordinary words we use have special meanings in this Agreement. We explain some legal and ordinary words, and set out the rules for interpreting this Agreement, in the **Dictionary** (clause 15).

Clause 2: Accessing your Overdraft

2.1 Availability of your Overdraft

You may borrow under your Overdraft provided that:

- (a) the Agreement has been completed and submitted (and we have accepted it);
- (b) the Total Amount Owing does not, and would not following any further borrowing, exceed the Overdraft Limit;
- (c) all Conditions have been received in a form satisfactory to us; and
- (d) we have received all the other information and documents we have asked for, including for the purposes of Regulatory Compliance.

2.2 Overdraft Limit

The Total Amount Owing must not, at any time, exceed the Overdraft Limit.

2.3 No obligation to lend

We are under no obligation to lend to you at any time if an Event of Default has occurred or will occur as a result of the lending.

2.4 Regular review

We may review the provision of your Overdraft on a regular basis, including to assess whether you are still meeting the Conditions. We will be under no obligation to continue to make your Overdraft available following the review. This means that we may, following the review, by notice to you:

- (a) declare all or any part of the Total Amount Owing to be immediately due and payable;
- (b) cancel your Overdraft in accordance with clause 3.2; or
- (c) reduce the Overdraft Limit in accordance with clause 11.1(b)(vii).

Clause 3: Paying us back

3.1 Repayment on demand

You promise to pay us back all or any part of the Total Amount Owing immediately on demand by us. We do not have to give any reason for demanding such repayment.

3.2 Cancellation upon demand

If we make a demand for repayment, we may also cancel your Overdraft at our sole discretion and any such cancellation is effective upon us providing you with prior written notice of such cancellation. We do not have to give you any reason for cancelling your Overdraft.

3.3 Mandatory prepayment

You must immediately prepay us any amount required to ensure that the Total Amount Owing does not exceed the Overdraft Limit. You must pay such amount even if you have not received any notice or demand.

This also applies if the Overdraft Limit is reduced by us pursuant to clause 11.1(b)(vii).

3.4 Interest on amounts you owe

We'll charge you Overdraft interest on any amounts you borrow, until you've repaid them.

- (a) Overdraft interest accrues daily at the Overdraft Interest Rate on the Total Amount Owing. This means, we'll multiply the Overdraft Interest Rate, as a percentage, by the amount you owe at the end of each day. We then divide that amount by 365 to get the amount of Overdraft interest you owe us for that day. We decide the end of day, and we assume the year has 365 days.
- (b) Any Overdraft interest accrued over a calendar month is automatically debited from your Overdraft Account on the first day of the next calendar month or such other date as we may agree. Accrued Overdraft interest will itself be subject to interest under this Agreement once it has been debited from your Overdraft Account.

3.5 Voluntary repayment

You can prepay the Total Amount Owing in full or in part at any time.

3.6 Re-borrowing

You may re-borrow amounts that have been repaid under your Overdraft until we cancel your Overdraft, subject to the terms of this Agreement.

3.7 Other promises

On each day of this Agreement, you promise us that:

- (a) you will not change your name or contact details without giving us at least 14 days' prior notice;
- (b) you receive a regular income;
- (c) you will promptly give us any other information about yourself or your financial condition that we reasonably request;
- (d) you will notify us of the occurrence of any Event of Default or potential Event of Default immediately upon becoming aware of it, giving full details of it; and
- (e) you will provide us with any information or documents we may require from time to time for the purposes of Regulatory Compliance.

3.8 You will give effect to your promises

You promise to provide us with all documents we ask for, and to do anything else we appropriately request, at your cost and in a timely manner, to give effect to the promises and the rights we are intended to have under this Agreement.

Clause 4: What happens if you exceed your Overdraft Limit or do not pay us what you owe when due?

4.1 If you exceed your Overdraft Limit, we may charge you extra interest

If you exceed your Overdraft Limit, we may charge you Overdraft interest at the Excess Interest Rate on the amount of excess until such amount is repaid.

4.2 If you do not pay us an amount when it is due, we will charge you extra interest

If you do not pay an amount when it is due under this Agreement, we may charge you Overdraft interest at the Excess Interest Rate on the amount which is due and unpaid while the payment default continues.

The **Excess Interest Rate** is a rate equal to the **Overdraft Interest Rate at the time of the default plus 6 per cent per annum**.

Clause 5: How we pay savings interest

- (a) If your Overdraft account is in credit, then we will pay you savings interest on that credit balance.
- (b) Savings interest accrues daily at the Savings Interest Rate. We pay savings interest, if any, less any accrued but unpaid Overdraft interest, monthly by crediting it to your Overdraft Account.

Clause 6: Events of Default and our enforcement rights

6.1 Events of Default

There will be an Event of Default if any of the following things happen, whether or not it was within your control:

(a) Non-payment

you do not pay us any amount you owe us when demanded under this Agreement, unless the non-payment is caused solely by the failure of the payment system which is beyond your control and we receive payment within 2 business days of when it was demanded; or

(b) Breach of obligations

you do not perform your obligations or you fail to keep any of your promises under this Agreement and you do not remedy that failure to our satisfaction within 5 business days after we have notified you of that failure; or

(c) Untrue statement

any statement you have made in relation to this Agreement is or was misleading or is materially untrue; or

(d) Legally ineffective documents

- (i) this Agreement is not legally effective against you; or
- (ii) you or someone else disputes the legal effectiveness of this Agreement; or

(e) Bankruptcy (etc.)

we reasonably believe that you are unable to pay your debts as they fall due or are bankrupt or insolvent, or you are deemed to be unable to pay your debts as they fall due or are deemed to be bankrupt or insolvent under any law; or

(f) Enforcement

- (i) another person takes enforcement action against your property and that enforcement action continues after five business days; or
- (ii) another person appoints an insolvency official (for example, a receiver, trustee, manager, administrator or similar officer) to any of your property; or

(g) Cross-default

an event happens which has the same effect as an event of default or termination (no matter what it is called) under another agreement between us and you.

6.2 Our rights if there is an Event of Default

We have all the following rights if an Event of Default happens, to the extent the law allows:

- (a) We can, at any time, by notice to you, declare all or any part of the amount owing under this Agreement to be immediately due and payable. *(This means we can tell you to pay us the whole amount of the principal, plus all unpaid interest, fees and charges and other amounts you owe us, immediately.)*
- (b) We have all other rights given to us by law.
- (c) We are under no further obligation to lend any further amounts.

Clause 7: Indemnity

7.1 Indemnity (your obligation to reimburse us)

You fully indemnify us against each cost or liability by paying us on demand the amount that we confirm is required to compensate us for that cost as a result of:

- (a) an Event of Default happening or continuing (that is, not being remedied to our satisfaction);
- (b) you not paying any amount under this Agreement when demanded for any reason;
- (c) anything we do or do not do in exercising our rights under this Agreement or at law (unless we are responsible for causing that cost or liability to arise);
- (d) any fraudulent or negligent act undertaken by you; or
- (e) any enquiry by a governmental authority involving any transaction or activity with which you are connected.

(This means that you separately and personally promise to reimburse us for all of the costs and liabilities we incur as a result of the things listed

in sub-paragraphs (a) – (e) above in addition to your other payment obligations.)

You agree that this indemnity continues even after this Agreement comes to an end.

Clause 8: Costs and fees

8.1 Costs and fees

- (a) You must reimburse us or pay directly any cost that we properly incur, plus each fee that we charge you in connection with this Agreement, immediately on demand and on a full indemnity basis. This includes costs or fees in connection with the entry into, changes to, disclosures under, and the exercise of rights under this Agreement. If any such cost is not paid when demanded, it is automatically added to the principal (and each fee or charge so capitalised will bear Overdraft interest under this Agreement).
- (b) We have set out details of our fees and charges in the Overdraft Terms. **Please note that we can change the fees in the Fee Schedule under clauses 11.1(b)(ii). We will notify you of any changes in accordance with applicable law.**

Clause 9: Our extra rights and protections

9.1 Illegality

If, at any time, we determine that, as a result of our Regulatory Compliance obligations, we are no longer reasonably able to continue to provide or fund your Overdraft, or to exercise any of our rights or comply with any of our obligations under this Agreement, then:

- (a) we are under no further obligation to provide your Overdraft; and
- (b) we can, at any time, by notice to you, declare all or any part of the Total Amount Owing under this Agreement to be immediately due and payable.

9.2 When we are not liable

We are not liable in respect of any loss or damage that results from us exercising, trying to exercise or not exercising our rights under this Agreement or at law, unless the law holds us liable.

9.3 We are free to enforce our rights as we choose

We can enforce our rights as we choose to, in any order, under:

- (a) any security interest, guarantee or other entitlement that we hold at any time; or
- (b) any money or property that we hold or may receive at any time.

9.4 Our right to "set off"

You agree that we can use any funds you have deposited or invested with us (or which we otherwise owe you) to pay down the amount of any unpaid debt which is overdue under this Agreement at any time.

9.5 Our remedies and waivers

- (a) You must meet your obligations under this Agreement in a timely manner. We can take the time we need to exercise our rights, and we do not give up our rights if we do not act quickly or take all steps to enforce our rights at once.
- (b) The only time we give up any of our rights is if we agree to do so in writing.

9.6 Our remedies accumulate

The rights we have under this Agreement accumulate and are in addition to the rights we have at law.

Clause 10: Assignment

10.1 The Lender

We can choose to assign or transfer any of our rights or obligations under this Agreement without your consent and each of our assignees and transferees has the same rights against you under this Agreement as if it were named in this Agreement as the Lender.

10.2 Borrower

You cannot assign or transfer any of your rights or obligations under this Agreement without our prior written consent.

Clause 11: Other important things to note

11.1 Changes to this Agreement

- (a) No change to this Agreement will be effective unless the change is made in writing agreed between us and you, except for the changes listed in sub-paragraph (b) below.

Heartland Bank Limited

35 Teed Street, PO Box 9919, Newmarket, Auckland 1149
0800 866 312 | www.heartland.co.nz

- (b) The following changes will be effective on the date we tell you they are effective:
- (i) **Changes to comply with law:** We can make any changes to the Agreement that we reasonably believe are:
 - sensible or necessary in order to comply with applicable law;
 - sensible or necessary to correct a manifest error or omission; or
 - of a technical or administrative nature and will not prejudice or disadvantage you in any material respect.
 - (ii) **Changes to fees you must pay:** We can change any of the fees you have to pay us or introduce any new fee at any time.
 - (iii) **Changes to the Overdraft Interest Rate:** We can increase or decrease the Annual Interest Rate you pay at any time.
 - (iv) **Changes to the Savings Interest Rate:** We can increase or decrease the Savings Interest Rate you pay at any time.
 - (v) **Changes to the Excess Interest Rate:** We can change the method of calculation of the Excess Interest Rate at any time (including the amount of any margin that forms part of that calculation).
 - (vi) **Changes to our privacy statement:** We can change our privacy statement in accordance with its terms.
 - (vii) **Reduction in Overdraft Limit:** We can reduce your Overdraft Limit at any time.

We will give notice of any change to this Agreement (including notice of the effective date of the change) in accordance with applicable law.

11.2 When we can do things on your behalf

You promise to do all the things you have said that you will in this Agreement in a timely manner. You appoint us as your agent to do (at your expense) anything that you have to do under this Agreement, or that we believe is necessary to protect our rights under this Agreement, and you cannot undo this appointment. You confirm anything we do as your agent under this Agreement. However, we cannot take security over your property, or property you acquire rights in (including property you lease), after the date of this Agreement using this right.

11.3 When part of the Agreement does not legally “work”

If any part of this Agreement is illegal, invalid or unenforceable, the other parts of the Agreement will still be legal, valid and enforceable.

11.4 Governing law

This Agreement is governed by and must be interpreted under New Zealand law.

Clause 12: Communications

12.1 How to communicate with us

In respect of this Agreement, you must give notices and other formal communications to us in writing, which may be by means of an electronic message, using the details provided in the Overdraft Terms (or any updated details subsequently provided by us).

12.2 How we will communicate

In respect of this Agreement, we must give notices and other formal communications to you in writing, which may be by means of an electronic message, using the details provided in the Overdraft Terms (or any other details we reasonably believe to be your details). In some circumstances, we may instead communicate with you indirectly through our website, our branches, the internet or the media, or otherwise as we see fit and permitted by applicable law.

12.3 When received

Notices and other communications given under this Agreement in writing will be deemed to have been received by the addressee:

- (a) if delivered personally, at the time of service;
- (b) if sent by post, on the fourth business day after being posted by prepaid postage; or
- (c) if sent by electronic message, on the second business day after sending.

12.4 Electronic messages

For the purposes of this Agreement, the conditions relating to sending and receiving information in electronic form are those in the Contract and Commercial Law Act 2017 (and any other applicable law from time to time). Where you have given us an electronic message address, that person consents (unless otherwise requested in writing) to receiving information (including, but not limited to, information required by law) in electronic form, by means of an electronic communication, and signed by means of an electronic signature. This may include receiving electronic messages allowing access to statements from a website or by means of the internet.

12.5 We can rely on communications

If we receive any communication that we reasonably believe to be from you (or that we reasonably believe to be from someone authorised by you), we may rely on that communication without any further enquiry or verification. Despite this, we may (at our discretion) decline to act, or delay acting, on any instructions received where we consider that we have good reason to do so. Without limitation, we may decline to act if there is a dispute between, or we receive contradictory communications from you.

Clause 13: Privacy and information sharing

13.1 Our Privacy Statement

By entering into this Agreement, you consent to the collection, use, disclosure, storage and processing of information about you in accordance with the Privacy Act 1993 and our privacy statement (which is available on our website). We can change our privacy statement from time to time in accordance with its terms.

13.2 Your rights to your information

You have the right to access and request correction of information we hold about you, and full details of every organisation to whom we have disclosed information about you.

13.3 What we can do with your information

Subject to any update to our privacy statement in accordance with clause 13.1, information that we collect, or that is provided to us, about you may be used by us for the following purposes:

- (a) consider any application for an account or service (and any future application involving you);
- (b) carry out our business functions and activities;
- (c) collect amounts owed to us, including taking enforcement action;
- (d) exercise our rights and fulfil our obligations under any agreement;
- (e) exercise our rights and fulfil our obligations for the purposes of Regulatory Compliance;
- (f) generally administer and monitor services provided to you (or any related entity); and
- (g) provide information about our other services, or the services of selected third parties in which we think you may have an interest, including by post, telephone and electronic message – you can opt out of receiving information about our other services and/or the services of selected third parties by telling us in writing.

If the information we request from or about you is not provided, we may not be able to provide the requested services.

13.4 Who we can share your information with

Subject to any update to our privacy statement in accordance with clause 13.1, you agree that we can share any information we get with:

- (a) our related companies;
- (b) existing and potential business partners;
- (c) identity verification agencies;
- (d) credit reporting agencies – credit reporting agencies may retain information (including default information) and use it to provide their credit reporting services;
- (e) the New Zealand Transport Agency’s ‘Driver Check’ service;
- (f) insurers;
- (g) anyone to whom we consider assigning or transferring any of our rights or obligations;
- (h) anyone that we engage with about selling all or part of our business;

- (i) anyone providing any credit or funding support to all or any part of our business;
- (j) government agencies and regulators, or anyone else with whom we are required to share that information for the purposes of Regulatory Compliance; and
- (k) service providers – this may include information being held on our behalf by data storage providers, including cloud-based data storage providers in New Zealand or overseas.

Clause 14: Online services/internet banking

By using any online services provided by us from time to time, you consent to our online services/internet banking terms of use (which are available on our website). We can change those terms of use from time to time in accordance with their terms.

Clause 15: Dictionary

Some of the terms used in this Agreement are defined in the Overdraft Terms. Otherwise:

accrued (interest)	interest which is calculated and grows on the principal amount of the Overdraft
Agreement	these General Terms and the Overdraft Terms (including the Fee Schedule)
assign	to pass rights to another person (but not obligations)
business day	a day (other than a Saturday, Sunday or national public holiday observed in New Zealand) on which registered banks are opened for general banking business in New Zealand
Conditions	the conditions of your Overdraft Account as stated in the Conditions of the Overdraft Account section in the Overdraft Terms
cost	includes all commissions, charges, losses, expenses (including legal fees on a solicitor and own client basis) and taxes that we incur
debt	includes any obligation you have to us now or in the future in any capacity relating to the payment of money
Event of Default	any event listed in clause 6.1
Excess Interest Rate	is defined in clause 4.1
law	any law, regulation, rule, official directive, order, request, guideline or consent (whether or not having the force of law) of any governmental body or regulatory authority and, if not having the force of law, with which responsible entities in the position of the relevant party would normally comply
liable	legally responsible
Overdraft	the overdraft facility provided by us to you in accordance with this Agreement or, depending on the context, the balance of your account with us if it is in debit at any time including all accrued and unpaid interest and fees
Overdraft Account	the Overdraft account listed in the Overdraft Terms
Overdraft interest	is interest you owe us under this Agreement for amounts you have borrowed
Overdraft Interest Rate	the rate stated in the Overdraft Interest Rate section in the Overdraft Terms (or the updated Overdraft Interest Rate if we have updated it in accordance with clause 11.1(b)(iii))

Overdraft Terms	the terms set out under the heading Overdraft Terms at the beginning of this Agreement
person	an individual and any entity, such as a company, whether or not it exists as a separate person at law
principal	the principal amount of the Overdraft is the amount you borrow from us (this does not include accrued interest or fees relating to the Overdraft)
Property	includes any legal or present and future property, revenue and rights, and any legal or equitable interest in it
Regulatory Compliance	the requirements for us to comply with all applicable laws, including those relating to money laundering, terrorist financing, bribery, corruption, tax evasion, fraud or similar, and manage all economic and trade sanction risks
savings interest	is any interest payable to you under this Agreement
Savings Interest Rate	the rate stated in the Savings Interest Rate section in the Overdraft Terms (or the updated Savings Interest Rate if we have updated it in accordance with clause 11.1(b)(iv))
security interest	an interest in personal property that, in substance, secures payment or performance of an obligation
Start Date	is the Start Date in the Overdraft Terms
sue	take legal action (such as taking you to court)
Total Amount Owning	means, at any time, the principal, plus all accrued but unpaid interest, and any other fees, charges and other amounts owing under this Agreement.
unpaid (interest)	interest which, at a particular time, is due but has not been paid or which has not been added to the principal amount of the Overdraft at that time
we (or us)	the Lender, Heartland Bank Limited
you	the Borrower or, if there is more than one Borrower, all Borrowers equally

INTERPRETING THIS AGREEMENT

The Agreement must be interpreted using the following rules (unless it would not make sense to do so):

- Ignore all headings, **bolded text** and *italicised* text when interpreting this Agreement.
- Where we have provided an explanation of a legal word (in brackets), the legal word or phrase takes priority over the explanation.
- Where we refer to one thing (the singular), we include multiple things (the plural), and the other way around.
- Where we define a word or expression in the Dictionary or in the Overdraft Terms, then other grammatical forms of that word or expression have corresponding meanings.
- Where we refer to any statute, we include all future versions if it, including all changes to it, all re-enactments or replacements of it, and all regulations and orders in-council made in connection with it.
- Where we refer to the Lender (or we or us), we include any person that legally takes over our responsibilities or rights, or both. This includes any of our transferees or assignees under clause 10.1

Heartland Bank Limited

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