

Visa Credit Card Terms and Conditions

Effective 1 March 2020



bankfirst

invested in you

Terms and Conditions

These Terms and Conditions do not contain all the pre-contractual information we are required to give you in relation to your Credit Contract. Other terms and pre-contractual information are in the letter confirming our offer to you to provide this Visa Credit Card facility (the Letter of Offer).

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Information about the Customer Owned Banking Code of Practice

Relevant provisions of the Customer Owned Banking Code of Practice apply to this Credit Card contract. We will also comply with the Electronic Funds Transfer Code of Conduct.

The Customer Owned Banking Code of Practice requires us to give you information about the current interest rate (the annual percentage rate) and current fees and charges applying to this credit facility upon your request.

These Terms and Conditions and the Letter of Offer govern the use of your Bank First Visa Credit Card facility. You will be taken to have accepted these upon the sooner of:

- you calling us to activate the card; or
- you or any additional cardholder using a card linked to your account.

Care of Your Card and PIN

It is important that each cardholder safeguards their card and takes precautions against unauthorised use of the card and Personal Identification Number (PIN). Specifically, cardholders must:

- sign the card immediately upon receipt;
- regularly check that the card is in your possession;
- not tell anyone your PIN, not even our Staff;
- not let anyone else use your card;
- take care to avoid letting anyone see the PIN being entered; and
- when changing a PIN, not selecting numbers which can be deduced from anything that can be stolen or lost at the same time e.g. a birthday, licence number, postcode or telephone number.

Each cardholder should memorise their PIN and destroy the original notification slip. However, if a cardholder needs to record the PIN, they must not record it on the card, or with any article carried with the card or liable to loss or theft simultaneously with the card, without making a reasonable attempt to disguise the PIN.

We will not consider that a cardholder has made a reasonable attempt to disguise a PIN if the PIN is recorded:

- in any manner on the card;
- in reverse order;
- as part of a telephone number;

- as a series of numbers with any of them marked, circled or in some way highlighted to indicate the PIN;
- as a date, e.g. 27/10/73;
- in an easily understood code; or
- as a postcode.
- Your liability for unauthorised transactions initiated with a PIN will be determined in accordance with the Electronic Funds Transfer Code of Conduct.

1 Interpretation

In this contract:

- a) a reference to 'we' is a reference to Bank First;
- b) a reference to 'you' includes each of you (unless the context otherwise requires);
- c) a reference to 'your card' or 'Credit Card' is a reference to your Visa Platinum Credit Card and/or Visa Classic Credit Card and includes any additional card issued under clause 2 (unless the context otherwise requires);
- d) a reference to 'cardholder' means each of you and any additional cardholder you nominate under clause 2;
- e) a reference to 'Visa Credit Card' or 'your account' means the Visa Platinum Credit Card and/or Visa Classic Credit Card established under this contract;
- f) words and phrases have the same meaning as in the National Credit Code;
- g) headings are for convenience only and do not affect the interpretation of this agreement;
- h) words importing the singular include the plural and vice versa;
- i) other parts of speech and grammatical forms of a word or phrase defined in this contract have a corresponding meaning; and
- j) a reference to a clause is a reference to a clause of this contract;
- k) Concierge Services means the concierge services attached to Visa Platinum Credit Cards.

2 Cards and Additional Cards

- 2.1 You may draw on credit available on your account up to the Credit Limit by using your card for purchases from merchants and by obtaining cash advances.
- 2.2 We may issue a card (called an additional card) to any person you nominate who is at least 18 years old.
- 2.3 You acknowledge that an additional cardholder is able to operate your account in every way that you are able to. This includes making purchases, obtaining cash advances and obtaining financial information about your account. You consent to any additional cardholder you nominate obtaining information about your account.
- 2.4 You acknowledge that you will be responsible for the operation of your account by an additional cardholder whether or not you approve of such use.
- 2.5 You acknowledge that any additional cardholder must take the same degree of care of the additional card and the PIN issued for such card as you must take of your card and PIN (described above). You also acknowledge that you have made any additional cardholder aware of these Terms and Conditions and, in particular, your liability for unauthorised transactions under clause 20.
- 2.6 You are responsible for each purchase and cash advance made on your account. This is so whether the purchase or cash advance is made at your request or at the request of any additional cardholder or by the use of any card.
- 2.7 You may withdraw the authority of an additional cardholder to operate your account. To do this, you must give us a written notice withdrawing authority and you must return the additional card to us.
- 2.8 We may at any time issue a replacement card to you or to an additional cardholder and require the destruction or return of any existing card.
- 2.9 Each card and additional card remains our property.
- 2.10 You may cancel your card at any time by contacting us, including through the Bank's website subject to the unpaid balance, interest, fees and charges being paid in full.

3 Use of Cards

- 3.1 We may debit to your account, and you agree to pay to us, amounts for each of the following:
 - a) purchases;
 - b) cash advances;
 - c) any amounts you instruct us to apply to pay any amount owing under any other credit card or other credit contract with us or any other lender; and
 - d) interest, fees and charges, and enforcement expenses payable under this contract.

- 3.2 Use of a card is an irrevocable order by you to us to process the transaction.
- 3.3 When a card is used outside Australia all charges, purchases and cash advances will be converted from the currency of the transaction to the Australian currency equivalent at the rates set by Visa International on the day the transaction is processed by Visa International.

- 3.4 Regular Payment Arrangements – Visa Debit Cards
Cardholders are encouraged to maintain a record of any 'Regular Payment Arrangement' they elect to enter into with a merchant.

To change or cancel any 'Regular Payment Arrangement' a cardholder should contact the relevant merchant. Until a cardholder attempts to cancel the 'Regular Payment Arrangement' the Bank must accept the merchant's transaction. We recommend that the cardholder keeps a copy of their cancellation advice. If the merchant fails to follow your instructions you may have rights to dispute the transaction.

Should your card number or expiry date alter, you must contact the merchant to advise of your new details to ensure the payments continue. If you do not contact the merchant your 'Regular Payment Arrangement' may not be honoured by the Bank or the merchant may stop providing the goods and/or services.

If you close your account or your account is closed by the Bank, you should contact the merchant to revise your 'Regular Payment Arrangement' as the merchant may stop providing the goods and/or services.

- 3.5 Visa Platinum Cardholders

- a) 24/7 Concierge Services to Platinum Cardholders are provided by a third party. Visit www.visaplatinum.com.au for details and terms of usage.
- b) Complimentary Travel Insurance is attached to your Visa Platinum Credit Card. Refer to the Visa Platinum Travel Insurance Complimentary Policy document available on our website at bankfirst.com.au.

4 Limits on Card Use

- 4.1 A card may not be accepted unless it is signed by the cardholder and is used during the validity period shown on the card.
- 4.2 You may be required to produce suitable identification to prove you are the cardholder when requesting a cash advance.
- 4.3 Payment using the card will usually be accepted by merchants who display the Visa symbol. This does not mean that all goods and services available from that merchant may be purchased with a card. We are not responsible for any refusal by a merchant to accept payment by the card.

4.4 Except to the extent required by law, we do not accept liability for goods or services supplied to a cardholder and any complaint about goods or services purchased with the card must be directed to the merchant.

4.5 Use of your account may be subject to transaction limits. These may be imposed by us, by merchants in respect of purchases and by financial institutions in respect of cash advances. These include:

- a) minimum amounts for cash advances;
- b) maximum amounts which can be withdrawn in any day at any electronic terminal;
- c) maximum amounts for purchases from particular merchants.

Merchants and other financial institutions may impose additional limits on the use of cards.

5 Credit Limit

5.1 We agree to make available to you credit up to the Credit Limit.

5.2 You agree not to exceed the Credit Limit.

5.3 We may reduce the Credit Limit without your consent at any time. We do not have to notify you in advance but we must notify you as soon as practicable after the change.

5.4 You may reduce your credit limit at any time by contacting us, including through the Bank's website subject to:

- a) the current balance of your card being no more than your requested credit limit; and
- b) the requested credit limit not being lower than the credit card's minimum limit.

6 Statements of Account

We will mail a monthly statement of account to each of you except where we are not required to do so under the National Credit Code.

Please check all transactions on your statement.

7 Repayments

7.1 You must make minimum repayments in the amounts and at the times specified in the Letter of Offer.

7.2 You must also pay us immediately the amount required to reduce the balance of the account to the Credit Limit. You must also pay us immediately any minimum payment that remains outstanding from a previous statement of account.

7.3 If we do not receive value for a cheque or direct credit, we may:

- a) reverse the credit; and
- b) exercise any right or remedy under this contract as if the repayment had never been made, including adjusting interest charges and imposing dishonour fees.

- 7.4 If you are liable to us under two or more credit contracts and you do not tell us to which account we are to credit any repayments, we may credit the repayment to the account under this contract or any of the other credit contracts as we choose.
- 7.5 Unless otherwise required by law, or unless we agree otherwise with you on your request, we may apply any payment from you or any Guarantor to:
- a) enforcement expenses, default interest, credit fees and charges, interest or principal in the order we choose; and
 - b) to any other debit to your account as we choose.

8 Calculating Interest

- 8.1 Subject to clause 8.2 and 8.4, we will calculate interest daily by multiplying the unpaid daily balance of the account at the end of the day by the daily percentage rate. The daily percentage rate is the Annual Percentage Rate divided by 365.
- 8.2 When eligible for an interest free period, no interest will be charged on a purchase if the closing balance on your statement, on which the purchase is itemised, is paid in full by the due date.
- 8.3 If you have not paid the closing balance on your statement in full by the due date you will lose your interest free status for purchases from the day after that due date. Once your interest free status for purchases is lost, interest will be calculated in accordance with clause 8.1 from the day after the due date for any outstanding balance and from the date of purchase for any new purchases.
- 8.4 You can regain your interest free status for purchases by paying the closing balance on your statement in full by its due date, or by paying your full outstanding balance on any day.
- 8.5 If you have not paid the closing balances in accordance with clause 8.4, then interest calculated under clause 8.1 will be debited to your account.
- 8.6 Interest calculated under clause 8.1 will be charged on cash advances from the date that the cash advance is debited to your account.

9 Credit Fees and Charges

We may debit to your account the Credit Fees and Charges specified in the Letter of Offer. We may debit some of these Credit Fees and Charges even if you do not use your card to draw credit.

10 No Payments at ATMs

Payments cannot be made to your account by deposit at any automatic teller machine.

11 Variation of Annual Percentage Rate

- 11.1 We may vary the Annual Percentage Rate at any time.
- 11.2 If we change the Annual Percentage Rate, we will notify you on or before the day the increase takes effect by:
 - a) publishing a notice in a newspaper and sending notification in or with your next statement of account;
 - or
 - b) giving you written notice.

12 Variation of Interest Calculations

- 12.1 We may vary the way we calculate interest or how often we debit interest.
- 12.2 We will give you written notice at least 20 days before the change takes effect.

13 Variation of Credit Fees and Charges

- 13.1 We may:
 - a) vary the amount of any credit fee or charge;
 - b) add a new credit fee or charge;
 - c) vary the method of calculating any credit fee or charge; or
 - d) vary the time or frequency of payment for any credit fee or charge.
- 13.2 If the variation increases your obligations, we will notify you at least 20 days before the change takes effect by:
 - a) publishing a notice in a newspaper and sending you a notification in or with your next statement of account; or
 - b) giving you written notice.
- 13.3 If the variation does not increase your obligations, we will notify you on or before the day the variation takes effect by:
 - a) publishing a notice in a newspaper and sending a notification in or with your next statement of account; or
 - b) giving you written notice.

14 Variation of Repayments

- 14.1 We may vary:
 - a) the amount, frequency or time of repayments; or
 - b) the method of calculating repayments; or
 - c) the method of calculating the minimum repayment.
- 14.2 If any of these variations increase your obligations, we must give you written notice at least 20 days before the increase takes effect.
- 14.3 If a variation does not increase your obligations, we will notify you in your next statement of account.

15 Other Variations

We may change any other provision of this contract. We will give you at least 20 days notice before the change takes effect. We may not give advance notice of a change necessitated by an immediate need to restore or maintain security.

16 Default

16.1 You are in default under this contract if:

- a) you exceed the Credit Limit;
- b) you do not make a repayment in full by the date it is due;
- c) you breach any term of this contract;
- d) you become bankrupt;
- e) you seek to make an arrangement or composition with your creditors under a law dealing with bankruptcy; or
- f) you cease to be a Member.

16.2 If you are in default, we may send you a default notice. In some circumstances we may not be required to send a default notice under the National Credit Code. When we send a default notice, the notice will tell you:

- a) what the default is;
- b) what you have to do to remedy the default;
- c) the period in which the default must be remedied; and
- d) about your rights, including details of our External Dispute Resolution Service.

16.3 If you do not comply with the default notice, you become liable to pay us the outstanding balance under this contract immediately and you must ensure the immediate return of each card issued to you or any additional cardholder.

16.4 If you fail to do anything that this contract requires you to do, we may:

- a) do the thing as required;
- b) do it in your name; and
- c) do it at your expense and debit your account for the expense.

17 Enforcement Expenses

In the event of a breach of this contract, we may charge you reasonable enforcement expenses including those we reasonably incur by the use of our own Staff and facilities. We may debit these to your account.

18 Miscellaneous

18.1 Taxes and Expenses

We may debit your account for any government charges, or duties, on receipts or withdrawals.

18.2 Payment on a Business Day

If you must make a payment or do any other thing on or by a day that is not a business day, you must make the payment or do the other thing by the previous business day.

18.3 Joint Cardholders

If there is more than one cardholder (other than anyone you nominate as an additional cardholder), each of you is liable to us separately for the balance of the account as well as together.

18.4 Assignment

We may assign any of our rights under this contract. We do not need your consent to do so.

18.5 Information is Correct

You represent and warrant that all information, representations and documents that you, or any person acting on your behalf, give us about your application are true and correct.

18.6 Waiver

A waiver of any of our rights under this continuing credit contract does not occur unless we give it to you in writing.

18.7 Severability

If any part of this contract is invalid, unenforceable or in breach of the National Credit Code, Australian Consumer Law or any other law, the contract is to be interpreted as if that part is not included in this contract. The remainder of this contract continues in full force.

19 Unauthorised Use of Cards

- 19.1** You must notify us immediately if a card is lost or stolen, if the PIN has been disclosed to someone else, or if there is any other misuse of a card. If any of these things occur, you must notify us by calling one of the telephone numbers at the end of this clause 20.1. You must give us all the information any cardholder has about how the loss, theft, disclosure or misuse occurred.

To report a lost, stolen or misused card, use the contact details below:

Within Australia call **1300 654 822**.

From overseas call **+61 3 9834 8560**.

You can also contact Visa Global Assistance toll free on the number for the country you are in. This number can be located on the Visa website. Visa Global Assistance can arrange an emergency card within 48 hours. A fee applies (see Terms & Conditions Part B).

19.2 You will be liable for losses arising from unauthorised transactions entered into before you notify us that the card has been lost, stolen or misused, or that your PIN has become known to someone else where you or any additional cardholder have contributed to such losses by:

- indicating a PIN on the card;
- keeping a record of a PIN (without making any reasonable attempt to disguise it) with any article carried with the card or likely to be lost or stolen simultaneously with the card;
- voluntarily disclosing a PIN to someone else;
- selecting a PIN which represents the cardholder's birth date despite a warning we gave not to do so; or
- acting with extreme carelessness in failing to protect the security of the PIN.

You will be liable for losses directly attributable to your unreasonable delay in notifying us of the misuse, loss or "theft of a card or PIN disclosure.

19.3 Where you are liable under clause 20.2, your liability will not exceed the lesser of:

- the daily transaction limit applicable to your card or account for each day or part thereof during which the misuse occurred prior to notification to us; or
- the balance of your account (including any pre-arranged credit limit) at the time of the unauthorised transaction.

19.4 Where a transaction is initiated with a PIN and we cannot prove on the balance of probability that you are responsible for losses resulting from unauthorised transactions due to fraud or by operation of clause 20.2, your liability for such losses will be the lesser of:

- \$150;
- the balance of your account (including any pre-arranged credit limit); or
- the actual loss at any time you notify us of the misuse, loss or theft of a card or PIN disclosure.

19.5 You will not be liable for losses arising from unauthorised transactions where it is clear that you have not contributed to that loss. You are not liable for loss that:

- is caused by the fraudulent or negligent conduct of any of our employees or agents or the employees or agents of a company or person in the EFT network;
- results from unauthorised transactions involving the use of cards that are forged, faulty, expired or cancelled;
- occurs before you have received your card and PIN; or
- results from unauthorised transactions after you have notified us that the card has been misused, lost or stolen or that the PIN has been disclosed to someone else.

19.6 Despite notifying us, you remain liable for any cash advance or purchase made by a cardholder or any person authorised by a cardholder.

20 Disputed Visa Credit Card transactions

20.1 A disputed transaction may include:

- a) unauthorised – a transaction you did not participate in.
- b) merchant dispute – examples include: a transaction where you did not receive the goods or services, a duplicated payment or an amount discrepancy.

20.2 Procedure for a disputed transaction

We recommend that you promptly read each statement carefully as soon as you receive it.

You should notify us immediately of any disputed transaction on **1300 654 822**. Details of your dispute may be required in writing along with documentation to support your claim.

20.3 Chargeback rights

The Visa card scheme has a dispute process to investigate Visa transactions. There are specific circumstances and time periods that apply to this process. The process of obtaining a refund is called a 'chargeback'.

A chargeback does not apply to:

- BPAY transactions.
- Direct Debits using your BSB and account number.

Our ability to investigate disputed transactions on your behalf is restricted by time limits imposed under the Visa card scheme.

20.4 Time periods for notifying us

If you do not notify us within a certain time period your rights to dispute a transaction may be lost. Therefore we recommend that you report a disputed transaction immediately and certainly no later than 75 days after the date of the transaction.

Where it can be shown that you have unreasonably delayed notifying us, you may be liable for the amount of the disputed transaction.

20.5 Time periods for us to process a chargeback

We will only process a chargeback (where a chargeback right exists) if you have notified us within the time periods as mentioned in 21.4.

The time periods vary between 75 and 120 days, depending on the dispute.

We will not accept any refusal for reimbursement by the merchant's financial institution unless it is consistent with the Visa card scheme rules.

20.6 Electronic transactions

If the EFT Code is applicable to a disputed transaction, the time periods mentioned in 21.5 may not apply.

21 Liability for System or Equipment Malfunction

Where you or an additional cardholder should have been aware that any system or equipment at which a card is used is malfunctioning or unavailable for use, our responsibility is limited to responsibility to correct errors in the account and to refund any fees or charges improperly imposed upon you as a result.

22 Transaction Queries and Disputes

You should check all entries on your statements of account and promptly report to us any apparent error or unauthorised transaction by calling the following telephone number:

During business hours 1300 654 822.

Where you dispute liability for a transaction in a statement of account you should provide details of your dispute in writing and send these to:

Bank First

Banking Operations

PO Box 338

Camberwell VIC 3124

Telephone 1300 654 822

Facsimile 03 9813 0624

23 Information Statement

Things you should know about your proposed Credit Contract

This section tells you about some of the rights and obligations of yourself and Bank First. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact us and, if you still have concerns, contact your Government Consumer Agency or get legal advice.

The Contract

23.1 How can I get details of my proposed credit contract?

We must give you a pre-contractual statement containing certain information about your contract. The pre-contractual statement, and this document, must be given to you at the earlier of:

- your contract being entered into; or
- you making an offer to enter into the contract.

23.2 How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep.

Also, we must give you a copy of the final contract within 14 days after it is made. This rule does not apply if we have previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to us and ask for one. We may charge you a fee. We have to give you a copy:

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

23.3 Can I terminate the contract?

Yes. You can terminate the contract by writing to us so long as:

- you have not obtained or tried to obtain any credit under the contract; or
- a card or other means of obtaining credit given to you by us has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

23.4 Can I pay my credit contract out early?

Yes. Pay us the amount required to pay out your credit contract on the day you wish to end your contract.

23.5 How can I find out the payout figure?

You can write to us at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

We must give you the statement within 7 days after you give your request to us. You may be charged a fee for the statement.

23.6 Will I pay less interest if I pay out my contract early?

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits us to charge one) and other fees.

23.7 Can my contract be changed by Bank First?

Yes, but only if your contract says so.

23.8 Will I be told in advance if we are going to make a change in the contract?

That depends on the type of change. For example:

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.

You get at least 20 days advance written notice for:

a change in the way in which interest is calculated; or

- a change in credit fees and charges; or
- any other changes by us.

Except where the change reduces what you have to pay or the change happens automatically under the contract.

23.9 Is there anything I can do if I think that my contract is unjust?

Yes. You should first talk to us. Discuss the matter and see if we can come to some arrangement. If that is not successful you could apply to the court. Contact the Government Consumer Agency or get legal advice on how to go about this.

General

23.10 What do I do if I cannot make a repayment?

Get in touch with us immediately. Discuss the matter and see if you can come to some arrangement. You can ask us to change your contract in a number of ways, for example:

- to reduce the minimum amount payable; or
- to simply defer payments for a specified period.

23.11 What if we cannot agree on a suitable arrangement?

You may use our Internal Dispute Resolution procedure and if we still cannot agree you may contact our External Dispute Resolution Service (refer to Complaint and Dispute Resolution section).

If you have been unemployed, sick or there is another good reason why you are having problems with your contract, then your contract may be able to be changed to meet your situation.

You may also be able to apply to the court. Contact your Government Consumer Agency or get legal advice on how to go about this.

There are other people, such as financial counsellors, who may also be able to help.

23.12 Can the Bank take action against me?

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, and we have not been able to resolve this through our Internal Dispute Resolution procedure you may contact our External Dispute Resolution Service. Alternatively you may contact your Government Consumer Agency, the Australian Competition and Consumer Commission, or get legal advice.

23.13 Do I have any other rights and obligations?

Yes. The law will give you other rights and obligations.

You should also **read your contract** carefully.

If you have any doubts, or want more information, contact your Government Consumer Agency or get legal advice. Please keep this information statement. You may want some information from it at a later date.

24 Complaints and Dispute Resolution

A Complaint and Dispute Resolution Guide is available to all Members in our branches, on our website and on request. The Guide is used to inform Members on how to lodge a complaint, including who to contact and how the Bank aims to deal with the complaint. Members who lodge a complaint will be offered this guide.

If your complaint relates to any of our accounts or payment facilities, please contact one of our Member Service Consultants on **1300 654 822**.

If your complaint cannot be resolved by the Member Service Consultant, you may request to use our Internal Dispute Resolution procedure. Your complaint will be referred to an appropriately trained Consultant within the Bank, who will register your complaint and advise you of our process to deal with your complaint.

In the event that you are not satisfied with our resolution of your complaint through our Internal Dispute Resolution procedure, you are entitled to have your dispute considered, free of charge, by our External Dispute Resolution procedure. If you wish to use this procedure, please contact the Australian Financial Complaints Authority on **1800 931 678**.

Head Office

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