



# Westpac Foreign Currency Term Investment Term Sheet

## Description of Investment

### Issuer

Westpac New Zealand Limited ('Westpac', 'we', 'us' and 'our').

### Investment Type

A Foreign Currency Term Investment is an unsecured bank deposit in a specified foreign currency that earns a fixed rate of interest for a fixed term. The full amount of the Foreign Currency Term Investment is payable by you in the manner that you agree with us in the relevant currency at the time you invest in a Foreign Currency Term Investment.

### Interest Rate and Term

You select your term and interest rate when you invest in a Foreign Currency Term Investment.

The interest rate you receive will be the rate that you agree with us when you invest in a Foreign Currency Term Investment, less a bank margin. For investments in certain currencies and for certain terms an interest rate of 0% p.a. may apply and in such cases no interest will be paid. Interest (if any) is paid at maturity in the currency in which the investment is held.

### Minimum Investment

A Foreign Currency Term Investment may be made in any one of the following currencies and for the current minimum investment amount set out below:

United States dollars	USD5,000
British pounds	GBP4,000
Australian dollars	AUD8,000
Canadian dollars	CAD8,000
Euro currency	EUR5,000

We may from time to time change the minimum investment amount for a particular foreign currency. We may also be able to accept a deposit in another currency other than those listed above, which will also be subject to a minimum investment amount. There is no restriction on the amount above the minimum investment amount that can be invested.

You must maintain the minimum investment or we may cancel your investment and repay you the remaining principal together with any unpaid interest on that amount to date. Such repayment will be treated as an early withdrawal and be subject to the application of a reduced rate of interest for early withdrawals as specified below.

### Minimum Term

30 days.

### Maximum Term

6 months.

### Terms and Conditions

Your investment is subject to these terms and Westpac's General Terms and Conditions. A copy of the General Terms and Conditions can be obtained from [westpac.co.nz](http://westpac.co.nz) or at any Westpac branch.

## Service Charges, Early Withdrawals, Repayment, Risk and Tax

### Service charges

Service charges apply to certain services that you may use when opening or withdrawing your Foreign Currency Term Investment. For example, service charges apply to telegraphic transfers, bank drafts, travellers' cheques, foreign cash and/or foreign cheques.

We reserve the right to alter our charges from time to time and may deduct, in New Zealand dollars, any charges payable from your Foreign Currency Term Investment. In addition, transit interest will apply to foreign cheques, travellers' cheques and bank drafts if the funds are not immediately available to us.

Full details of our service charges are available at any Westpac branch or on our website at [westpac.co.nz](http://westpac.co.nz) (click on the link to "Our fees & charges").

### Early Withdrawals

Outside of the seven business days cooling off period (described below), you can withdraw all or part of your Foreign Currency Term Investment before the end of the fixed term only if we agree and only in the currency that the investment was made. In deciding whether to agree, we will apply our early withdrawal policy which may change from time to time. Details of our current early withdrawal policy are set out at [westpac.co.nz/earlywithdrawalpolicy](http://westpac.co.nz/earlywithdrawalpolicy) and are available from any Westpac branch.

### Reduced rate of interest for early withdrawals

If an early withdrawal is approved, a reduced rate of interest, as determined by us, will apply to funds withdrawn before maturity unless determined otherwise under our early withdrawal policy. We will determine the reduced rate of interest having regard to all relevant factors, including the level of interest rates and the remaining term at the time your Foreign Currency Term Investment is withdrawn. We will advise you of this amount when your investment is withdrawn.

An early repayment may result in an overpayment of withholding tax on your interest already received. You can generally seek a refund of overpaid withholding tax (if any) by lodging a tax return or appropriate form with the Inland Revenue Department (IRD).

### Cooling off period

You have a seven business day cooling off period starting on the date you take out your Foreign Currency Term Investment or reinvest your existing Foreign Currency Term Investment. During this period, you may cancel your investment and you will not be paid interest. If we agree, you may also make changes to the amount and/or the term of your investment during this period. You cannot change the amount or the term after the cooling off period.

For the purposes of these terms, 'business days' has the meaning given to the term 'working days' in the Interpretation Act 1999.

### Repayment

On maturity you can choose to have your investment, together with any earned and unpaid interest (less any applicable charges and taxes):

- reinvested as a new Foreign Currency Term Investment (in the same currency or another available currency);
- paid to a Westpac foreign currency account (in the same currency or another available currency); or
- converted into New Zealand dollars and paid to a New Zealand bank account.

Westpac will comply with your instructions unless Westpac deems it necessary to convert the foreign currency funds to New Zealand dollars or it is unable to due to any conditions of exchange that restrict it from doing so (see the 'Subject to foreign laws and regulations' section below). See also the 'Currency and exchange risk' section below in relation to exchange rate risks in the event that we convert your investment into New Zealand dollars or another currency.

If you do not provide us with maturity instructions, on maturity we will automatically reinvest the foreign currency principal amount of your investment together with unpaid interest on that amount (less any applicable charges and taxes) for the same term as the original investment at the applicable interest rate offered by us at the time of reinvestment, subject to the terms and conditions applying to Foreign Currency Term Investments at that time.

In case of any repayment of your investment before maturity, a reduced rate of interest or deduction will apply (see the 'Reduced rate of interest for early withdrawals' section above). The return on your investment is affected by currency and exchange risks as described below.

If your Foreign Currency Term Investment is due to mature on a day that is not a business day, it will be processed on the previous business day, unless you elect that your investment ends on the next business day. If you hold a Foreign Currency Term Investment jointly, any repayment will be made jointly unless otherwise authorised by all the joint holders.

## Currency and exchange risks

The Foreign Currency Term Investment is made, maintained and repaid to you in the relevant foreign currency. If the value of the New Zealand dollar increases in relation to the relevant foreign currency during the period of investment, the New Zealand dollar equivalent value of both the principal of, and any interest on, your investment will decrease.

If we are required to, or do, convert foreign currency funds to or from New Zealand dollars or any other currency, such conversion is subject to the rate and any charges and/or conditions of exchange current at the time of conversion. If any exchange rate risk results from the conversion of foreign currencies it is your sole responsibility (as account holder). We do not accept any liability for any loss investors may suffer as a result of Westpac (or any other person) converting currencies on your behalf.

## Subject to foreign laws and regulations

Foreign Currency Term Investments are subject to the laws and regulations of the countries that issue the relevant foreign currency, as well as any changes in those laws and regulations. If there is a change in any applicable law or regulation or the interpretation of those laws or regulations by any court or government authority which would make it impossible for us to maintain, or give effect to our obligations in relation to, Foreign Currency Term Investments (including an obligation to repay any principal/interest on your Foreign Currency Term Investment), we shall be discharged from those obligations while such conditions exist.

## Tax

We are required to deduct withholding tax from the interest you earn in accordance with the applicable tax legislation, which may change from time to time.

If you are a New Zealand tax resident or a non-resident engaged in business through a fixed establishment in New Zealand, you should provide Westpac with your IRD number and resident withholding tax ('**RWT**') rate, otherwise RWT will be deducted at the relevant 'no notification' or 'default' rate. Current RWT rates can be found at [ird.govt.nz](http://ird.govt.nz) (search for 'RWT'). RWT does not need to be deducted if you provide us with an appropriate RWT exemption certificate.

If you are a non-resident not engaged in business through a fixed establishment in New Zealand, we are required to deduct non-resident withholding tax ('NRWT') at the applicable rate. You can alternatively elect for us to pay approved issuer levy ('AIL') to the IRD in certain circumstances instead of NRWT, provided you agree that we may deduct the AIL amount from the gross interest payable on your investment. The AIL amount is not refundable. Further information on AIL can be found at [ird.govt.nz](http://ird.govt.nz) (search for 'AIL').

Westpac does not accept any responsibility for the tax consequences of your investment in a Foreign Currency Term Investment. You may be taxed on any foreign exchange movements in addition to the interest you earn. You should seek independent professional advice as to your particular tax position.

## Additional Information

### Westpac Disclosure Statement

Important information about Westpac's financial position can be found in the current disclosure statement issued by Westpac. You are entitled to a copy of that disclosure statement on request at any branch of Westpac, free of charge. A copy is also available at [westpac.co.nz](http://westpac.co.nz) (click on the link "Disclosure Statements" which is located at the bottom left corner of the homepage).

### Consider Carefully

Investment decisions are very important. They often have long-term consequences. Read these terms, the General Terms and Conditions and the Westpac Disclosure Statement carefully. Ask questions. Consider the risks. Seek advice before committing yourself.

### Changes to Terms

The term and interest rate of a Foreign Currency Term Investment will not change for the term of the investment unless you and we agree. Westpac may change the other terms and conditions that apply to Foreign Currency Term Investments by giving notice in accordance with Westpac's General Terms and Conditions.

### Westpac Obligation

Westpac Foreign Currency Term Investments are provided by Westpac. Westpac Banking Corporation ABN 33 007 457 141 incorporated in Australia (New Zealand division) (WBC) provides services and support to Westpac to allow Westpac to provide these services to you.

A Foreign Currency Term Investment does not represent a protected account, deposit or liability of WBC or any other company in the WBC group other than Westpac. Neither WBC nor any other company in the WBC group stands behind or otherwise guarantees Westpac or the principal amount or investment performance of any financial product acquired from or through Westpac.