

The CDF completes withdrawals and closures by remitting funds (including interest) to the Accountholder by electronic transfer to the Accountholder's nominated bank account.

Release

Any release of funds made by the CDF to an Accountholder constitutes a full release by the Accountholder of the CDF from its obligations to the Accountholder.

Liability and Indemnity

The CDF is not responsible or liable for the accuracy of any information provided by an Accountholder or anyone acting on behalf of an Accountholder. The Accountholder is responsible for ensuring information provided to the CDF is accurate.

The CDF is not in any circumstance liable for any loss caused by:

- a. the CDF acting in accordance with these Terms and Conditions and any other applicable terms and conditions;
- b. the CDF acting on any unauthorised or fraudulent instructions that the CDF could not reasonably be expected to detect as unauthorised or fraudulent;
- c. the CDF not acting on any instruction that is illegible or unclear;
- d. the error of an Accountholder or anyone acting on behalf of the Account Holder;
- e. a malfunction of the CDF's systems; or
- f. any other circumstance outside the CDF's reasonable control.

The Accountholder agrees to indemnify and hold the CDF harmless against:

- a. all losses, costs, expenses, and liabilities arising from or in relation to the Account, unless such loss, cost, expense, or liability is directly attributable to the CDF's gross negligence;
- b. any loss, cost, expense, or liability suffered by the CDF, the CDF's customers, or any third party caused by the Account holder's fraud or breach of these Terms and Conditions; and
- c. any loss, cost, expense, or liability arising from the CDF acting on any unauthorised or fraudulent instructions that the CDF could not reasonably be expected to detect and identify as unauthorised or fraudulent.

Privacy

The CDF collects, stores, uses, and discloses personal information in accordance with its Privacy Policy. A copy of the CDF's Privacy Policy is available on request or at www.cdh.org.nz

Variation

The CDF may vary these Terms and Conditions at any time. The CDF will give Accountholders at least 7 days' prior notice of any material variation by email or letter to each Accountholder's last known address.

Waiver and Severability

Any failed, delayed, or partial exercise of, or indulgence granted in respect of, any power or right by the CDF under these Terms and Conditions does not constitute a waiver of that power or right.

The unenforceability of any part of these Terms and Conditions does not affect the enforceability of the rest of the Terms and Conditions.

Applicable Law

These Terms and Conditions, the Account, and the Accountholders relationship with the CDF is governed by the laws of New Zealand.

Customer Care

If you require further information or have a complaint, please contact the CDF at:

Catholic Development Fund
Catholic Diocese of Hamilton
Chanel Centre
51 Grey Street, Hamilton East 3216
PO Box 4353, Hamilton East 3247
Fax 07 856 7035
Phone 0800 THE CDF (0800 483 233)
Email cdh@cdh.org.nz

If your complaint is not resolved to your satisfaction, please contact:

Insurance & Financial Services Ombudsman
www.ifso.nz
Email info@ifso.nz
Phone 0800 888 202

March 2021



EDUCATION SAVINGS ACCOUNT



- Investment Terms and Conditions
- Deposit Application form
- Replacement Product Disclosure Statement (not enclosed herein)
Please view at - www.cdh.org.nz
or www.business.govt.nz/disclose



MATERIAL INFORMATION

The CDF is a division of the Roman Catholic Bishop of the Diocese of Hamilton and its purpose is to help fund the pastoral and religious aims of the Bishop. In particular, the CDF is a significant funder of Diocesan projects e.g. chaplaincies, religious education, pastoral services, youth ministry, school and parish building projects.

The CDF is governed by the Financial Council of the Diocese, the members of which are appointed by the Bishop. The CDF is legally separated from other funds operated by the Catholic Dioceses in New Zealand and overseas. The Diocese does not guarantee repayment of the deposits in any other fund outside the Diocese of Hamilton.

The CDF entered into a Trust Deed with Covenant Trustee Services Ltd dated 23 November 2016 in relation to debt security deposits with the CDF. Please note that the CDF or Diocese (including its officers, employees and agents) does not give 'financial advice' (as defined in the Financial Advisors Act 2008). In general, this means they do not give advice as to the desirability or economic benefits of the Account. If you require such advice, please seek this from an independent and registered financial advisor.

TERMS AND CONDITIONS

Purpose

The purpose of the CDF's Education Savings Account is to pay the education expenses of the Accountholder's nominated beneficiary.

The CDF offers Education Savings Accounts on the terms and conditions set out below. By making an application to the CDF for an Education Savings Account, the Accountholder agrees to be bound by the terms and conditions set out in this document.

Definitions

Account means the CDF Education Savings account opened in the Accountholder's name.

Accountholder means the person aged 18 years or over named on the Account Application Form and on the Account and includes their personal representative.

CDF, Bishop, Diocese, and Diocese of Hamilton mean the Roman Catholic Bishop of the Diocese of Hamilton in his capacity as corporation sole.

Education Expenses means any expense, fee, product, or service purchased for the purpose of a Nominated Beneficiary's education and may include, but is not limited to school fees, attendance dues, course fees, books and stationery, computer hardware and software, uniforms, living costs.

Nominated Beneficiary means the person or persons nominated by the Accountholder and named in the application form as the person for whose Education Expenses the funds in the Account may be used.

Application

An application for an Account can be made by sending a completed Account application form to the CDF. The CDF may decline an application to open an Account for any reason.

The CDF may at any time request, and the Accountholder must provide, satisfactory proof of the Accountholder and **Nominated Beneficiary's** identity and address in accordance with the CDF's anti-money laundering and countering financing of terrorism obligations.

Certificate

On receipt of the first cleared payment, the CDF will send the Accountholder a debt instrument certificate in the Accountholder's name showing the Account opening balance, opening date, Account number, and current interest rate. Accountholders must keep their debt instrument certificate in a safe place and return it to the CDF when the Account is closed.

Returns

The CDF pays Account Holders interest on their deposits. The interest payable is calculated daily from the date the deposit is received. For Education Savings Accounts interest accrues at the CDF's prevailing interest rate and is credited to the Account on 31 December each year or on earlier account closure.

All interest is paid subject to withholding tax, unless the CDF has a current withholding tax exemption certificate from the Account Holder. The CDF deducts withholding tax from the amount payable to the Accountholder on 31 March each year or on earlier Account closure. **Please ensure you have provided us with your IRD number for this purpose.**

Interest rates are subject to change at any time without notice. The CDF may in its absolute discretion change interest rates as it sees fit. Interest rates paid on Education Savings Accounts may change at any time without notice.

The CDF pays interest by crediting it to the Accountholder's Account, unless the Accountholder instructs otherwise.

The CDF remits withholding tax to Inland Revenue and sends a withholding tax certificate to the Account Holder in accordance with its legal obligations.

Additional Contributions

Accountholders may make contributions to their Account in lump sums or automatic bank payments. Contributions to Accounts must be made by direct credit. The CDF does not accept cash.

Account Holders are not required to make additional contributions. There is no restriction on Account holders' additional contributions. There is no minimum or maximum deposit amount for Education Savings Accounts.

No Obligation (Cooling-off) Period

Account Holders have 30 days from the date the Account is opened during which they can cancel their application and close their Account by giving written notice to the CDF. Where notice is given, the CDF will return the Accountholder's funds without interest. An Accountholder is not obligated to give the CDF any reason for cancelling their application or Account.

Instructions and Payments

The Accountholder agrees that the CDF may in its sole discretion accept or decline instructions from the Account Holder or Nominated Beneficiary and authorises the CDF to act on such instructions. The CDF will exercise reasonable care to ensure transactions are made as instructed.

Withdrawals and Closure

All withdrawals are subject to the CDF's approval in accordance with its legal obligations.

Account Holders can close and withdraw funds from an Education Savings Account by written request to the CDF.

The CDF may close an Account and remit the funds to the Accountholder if it believes it has reasonable grounds to do so under these Terms and Conditions or otherwise. The CDF may close an Account for any reason whatsoever by giving 14 days' notice to the Accountholder.