

Re ASIC: NV: 141108-Let1

14 November 2008

The Manager
Australian Securities and Investment Commission
PO Box 4000
Gippsland Mail Centre
VICTORIA 3841

Dear Sir/ Madam,

Re: Potential breach of the Code of Banking Practice and ASIC Act by St George Bank and its former Managing Director, Ms Gail Kelly.

1. I attach correspondence which suggests the St George Bank and its former Managing Director, Ms Gail Kelly may have breached the above banking agreements and statutes.
2. I attach documents confirming a company managed by me and owned by my family, Jenolan Caves Resort Pty Limited (receivers and managers appointed) (in liquidation) (*JCR*) was loaned funds by the St George Bank Limited.
3. A copy of the bank's letter (attached) addressed to me dated 10-Mar-04, (page1) states "... this facility offer creates a separate facility agreement...[and] we offer them on the terms set out in this facility offer and enclosed in General Standard Terms".
4. The facility offer (attached) notes the borrower is JCR and the total facility limit which is \$5.88m.
5. General Standard Terms agreement (attached) headed "Code of Banking Practice" (*the Code*) (page 1) states "relevant provisions of the Code apply to this facility agreement if you are an individual or a small business". JCR was a small business by the bank.
6. The Code (attached), in clause 1, says it "sets out [what is described as] good banking practice for [St George Bank] to follow when dealing with... its small business customers and their guarantors".
 - Clause 2.1 – states that the bank will continuously work towards improving its standards;
 - Clause 2.2 – states it will act fairly and reasonably and ethically towards customers;
 - Clause 3.1 – states the bank will comply with relevant laws relating to bank services;
 - Clause 3.2 - states if the Code imposes an obligation on it to comply the Code it will;

Clause 4 - states that JCR and I retain our rights under federal laws, the ASIC Act and the Corporations Act 2001.

Clause 5.1 - states the bank will require the ABA to review the Code every three years;

Clause 5.2 – the bank states it will participate in the review and co operate with it;

Clause 7 - the bank will insure staff and representatives have knowledge of the Code;

Clause 10 – the bank will insure that its services match its marketing and the Code;

Clause 13.1 –the bank will provide details of complaint handling and confidentiality;

Clause 22 - the bank acknowledges Privacy Act duties and customer confidentiality;

Clause 25 – the bank will try to help overcome its customer financial difficulties;

Clause 28.3 – bank guarantee [duties] must include a statement the Code applies;

Clause 30 - bank will insure promotional and marketing material is not misleading;

Clause 34 – the bank agrees the CCMC will monitor its compliance with the Code;

Clause 35.1 – states the bank will have an internal process for handling disputes, that is;

- (a) free of charge;
- (b) meets standards set out in Australian Standard AS4269-1995 or other industry dispute standard or guideline which ASIC declares to apply to this Code;
- (c) adheres to the timeframes specified in this clause 35; and
- (d) requires it to provide written reasons for our decision on a dispute.

Clause 35.2 – states the bank will notify customers the name and contact number of the person who is investigating your dispute.

Clause 35.3 – states the bank within 21 days of becoming aware of a dispute, will:

- (a) complete the investigation and inform you of outcome of investigation; or
- (b) inform you of our need for more time to complete our investigation.

Clause 35.5 – states that if the bank is unable to resolve a dispute in 45 days, it will:

- (a) inform you of the reasons for the delay;
- (b) provide you with monthly updates on progress with the dispute; and
- (c) specify a date when a decision can be expected unless we are waiting for a response from you which we have told you we require.

Clause 35.6 – states that it has an external dispute resolution scheme and will inform its customers within 5 days that a dispute may be lodged with the scheme.

Clause 35.7 – the bank states its dispute resolution process is available for all complaints other than those that are resolved to your satisfaction at the time they are drawn to our attention.

Clause 35.8 – the bank will provide this information in writing unless mutually agreed;

Clause 36- states the bank has available to customers an external impartial process for it to resolve disputes and that it will be

- (a) Free of charge,
- (b) Consistent with ASIC policy 139, and,
- (c) Available in accordance with [ASIC policy statement] terms of reference.

Clause 37- the bank says it will prominently publicise availability and accessibility of its internal and external dispute resolution procedures at the time a dispute arises.

Clause 39 – states the bank is bound by the Code in respect of services and guarantee;

The correspondence sent to the bank and Managing Director, Ms Gail Kelly, suggests that there is evidence that neither complied with the above provisions of the Code.

I have written to the bank requesting that it provide evidence by Monday, 17 November 2008 that it and Managing Director, Ms Gail Kelly did comply with the code. In the event that either may not have complied with the Code or ASIC Act, I ask ASIC to investigate these potential breaches given the fact that these parties manage billions of dollars worth of depositor's and shareholders funds.

Thanking you in anticipation,

Yours sincerely



Archer Field

Re ASIC: NV: 141108-Let2

14 November 2008

The Manager
Australian Securities and Investment Commission
PO Box 4000
Gippsland Mail Centre
VICTORIA 3841

Dear Sir/ Madam,

Re: Potential breach of the Code of Banking Practice and ASIC Act by St George Bank and its Manager, Mr Rod Lawless.

1. I attach correspondence which suggest the St George Bank and its Manager, Mr Rod Lawless may have breached the above banking agreements and statutes.
2. I attach documents confirming a company managed by me and owned by my family, Jenolan Caves Resort Pty Limited (receivers and managers appointed) (in liquidation) (**JCR**) was loaned funds by the St George Bank Limited.
3. A copy of the bank's latter (attached) addressed to me dated 10-Mar-04, (page1) states "... this facility offer creates a separate facility agreement...[and] we offer them on the terms set out in this facility offer and enclosed in General Standard Terms".
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Clause 4 - states that JCR and I retain our rights under federal laws, the ASIC Act and the Corporations Act 2001.

Clause 5.1 - states the bank will require the ABA to review the Code every three years;

Clause 5.2 – the bank states it will participate in the review and co operate with it;

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Clause 37- the bank says it will prominently publicise availability and accessibility of its internal and external dispute resolution procedures at the time a dispute arises.

Clause 39 – states the bank is bound by the Code in respect of services and guarantee;

The correspondence sent to the bank and Mr Rod Lawless, its Manager, suggests that there is evidence that neither complied with the above provisions of the Code.

I have written to the bank requesting that it provide evidence by Monday, 17 November 2008 that it and Mr Rod Lawless did comply with the code. In the event that either may not have complied with the Code or ASIC Act, I ask ASIC to investigate these potential breaches given the fact that these parties manage billions of dollars worth of depositor's and shareholders funds.

Thanking you in anticipation,

Yours sincerely



Archer Field

Re ASIC: NV: 141108-Let3

14 November 2008

The Manager
Australian Securities and Investment Commission
PO Box 4000
Gippsland Mail Centre
VICTORIA 3841

Dear Sir/ Madam,

Re: Potential breach of the Code of Banking Practice and ASIC Act by St George Bank and its former Chairman, Mr John Thame.

1. I attach correspondence which suggests the St George Bank and its former Chairman, Mr John Thame may have breached the above banking agreements and statutes.
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Thanking you in anticipation,

Yours sincerely



Archer Field

Re ASIC: NV: 141108-Let4

14 November 2008

The Manager
Australian Securities and Investment Commission
PO Box 4000
Gippsland Mail Centre
VICTORIA 3841

Dear Sir/ Madam,

Re: Potential breach of the Code of Banking Practice and ASIC Act by St George Bank and its Chairman, Mr John Curtis.

1. I attach correspondence which suggest the St George Bank and its Chairman, Mr John Curtis may have breached the above banking agreements and statutes.
 2. I attach documents confirming a company managed by me and owned by my family, Jenolan Caves Resort Pty Limited (receivers and managers appointed) (in liquidation) (*JCR*) was loaned funds by the St George Bank Limited.
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Yours sincerely



Archer Field

Re ASIC: NV: 141108-Let5

14 November 2008

The Manager
Australian Securities and Investment Commission
PO Box 4000
Gippsland Mail Centre
VICTORIA 3841

Dear Sir/ Madam,

Re: Potential breach of the Code of Banking Practice and ASIC Act by St George Bank and its Director, Mr Terry Davis.

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Yours sincerely



Archer Field

Re ASIC: NV: 141108-Let6

14 November 2008

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VICTORIA 3841

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Archer Field

Re ASIC: NV: 141108-Let7

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6. The Code (attached), in clause 1, says it "sets out [what is described as] good banking practice for [St George Bank] to follow when dealing with... its small business customers and their guarantors".

Clause 2.1 – states that the bank will continuously work towards improving its standards;

Clause 2.2 – states it will act fairly and reasonably and ethically towards customers;

Clause 3.1 – states the bank will comply with relevant laws relating to bank services;

Clause 3.2 - states if the Code imposes an obligation on it to comply the Code it will;

Clause 4 - states that JCR and I retain our rights under federal laws, the ASIC Act and the Corporations Act 2001.

Clause 5.1 - states the bank will require the ABA to review the Code every three years;

Clause 5.2 – the bank states it will participate in the review and co operate with it;

Clause 7 - the bank will insure staff and representatives have knowledge of the Code;

Clause 10 – the bank will insure that its services match its marketing and the Code;

Clause 13.1 –the bank will provide details of complaint handling and confidentiality;

Clause 22 - the bank acknowledges Privacy Act duties and customer confidentiality;

Clause 25 – the bank will try to help overcome its customer financial difficulties;

Clause 28.3 – bank guarantee [duties] must include a statement the Code applies;

Clause 30 - bank will insure promotional and marketing material is not misleading;

Clause 34 – the bank agrees the CCMC will monitor its compliance with the Code;

Clause 35.1 – states the bank will have an internal process for handling disputes, that is;

(a) free of charge;

(b) meets standards set out in Australian Standard AS4269-1995 or other industry dispute standard or guideline which ASIC declares to apply to this Code;

(c) adheres to the timeframes specified in this clause 35; and

(d) requires it to provide written reasons for our decision on a dispute.

Clause 35.2 – states the bank will notify customers the name and contact number of the person who is investigating your dispute.

Clause 35.3 – states the bank within 21 days of becoming aware of a dispute, will:

(a) complete the investigation and inform you of outcome of investigation; or

(b) inform you of our need for more time to complete our investigation.

Clause 35.5 – states that if the bank is unable to resolve a dispute in 45 days, it will:

(a) inform you of the reasons for the delay;

(b) provide you with monthly updates on progress with the dispute; and

(c) specify a date when a decision can be expected unless we are waiting for a response from you which we have told you we require.

Clause 35.6 – states that it has an external dispute resolution scheme and will inform its customers within 5 days that a dispute may be lodged with the scheme.

Clause 35.7 – the bank states its dispute resolution process is available for all complaints other than those that are resolved to your satisfaction at the time they are drawn to our attention.

Clause 35.8 – the bank will provide this information in writing unless mutually agreed;

Clause 36- states the bank has available to customers an external impartial process for it to resolve disputes and that it will be

(a) Free of charge,

(b) Consistent with ASIC policy 139, and,

(c) Available in accordance with [ASIC policy statement] terms of reference.

Clause 37- the bank says it will prominently publicise availability and accessibility of its internal and external dispute resolution procedures at the time a dispute arises.

Clause 39 – states the bank is bound by the Code in respect of services and guarantee;

The correspondence sent to the bank and Director, Mr Paul Isherwood suggests that there is evidence that neither complied with the above provisions of the Code.

I have written to the bank requesting that it provide evidence by Monday, 17 November 2008 that it and Director, Mr Paul Isherwood did comply with the code. In the event that either may not have complied with the Code or ASIC Act, I ask ASIC to investigate these potential breaches given the fact that these parties manage billions of dollars worth of depositor's and shareholders funds.

Thanking you in anticipation,

Yours sincerely



Archer Field

Re ASIC: NV: 141108-Let8

14 November 2008

The Manager
Australian Securities and Investment Commission
PO Box 4000
Gippsland Mail Centre
VICTORIA 3841

Dear Sir/ Madam,

Re: Potential breach of the Code of Banking Practice and ASIC Act by St George Bank and its Director, Mr Graham John Reaney.

1. I attach correspondence which suggest the St George Bank and Director, Mr Graham John Reaney may have breached the above banking agreements and statutes.
2. I attach documents confirming a company managed by me and owned by my family, Jenolan Caves Resort Pty Limited (receivers and managers appointed) (in liquidation) (*JCR*) was loaned funds by the St George Bank Limited.
3. A copy of the bank's latter (attached) addressed to me dated 10-Mar-04, (page1) states "... this facility offer creates a separate facility agreement...[and] we offer them on the terms set out in this facility offer and enclosed in General Standard Terms".
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Clause 5.1 - states the bank will require the ABA to review the Code every three years;

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Thanking you in anticipation,

Yours sincerely



Archer Field

Re ASIC: NV: 141108-Let9

14 November 2008

The Manager
Australian Securities and Investment Commission
PO Box 4000
Gippsland Mail Centre
VICTORIA 3841

Dear Sir/ Madam,

Re: Potential breach of the Code of Banking Practice and ASIC Act by St George Bank and its Director, Mr Peter John Hawkins.

1. I attach correspondence which suggest the St George Bank and Director, Mr John Hawkins may have breached the above banking agreements and statutes.
2. I attach documents confirming a company managed by me and owned by my family, Jenolan Caves Resort Pty Limited (receivers and managers appointed) (in liquidation) (*JCR*) was loaned funds by the St George Bank Limited.
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Yours sincerely



Archer Field

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14 November 2008

The Manager
Australian Securities and Investment Commission
PO Box 4000
Gippsland Mail Centre
VICTORIA 3841

Dear Sir/Madam,

Re: Potential breach of the Code of Banking Practice and ASIC Act by St George Bank and its Director, Ms Linda Nicholls.

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