# INTERNATIONAL MONEY TRANSFER APPLICATION



If you need assistance to complete this application	n, please ask	, or ring 0800	863 86	3. We are	e happy to help.				
APPLICANT DETAILS									
Full name				Daytime phone ( )					
Address (must be a physical address)									
ACCOUNT TO DEBIT									
I/We authorise the Bank to debit my/our account  Bank Branch Account	shown below	w with the N	ZD equi Suffix	valent.		Account code	Currency	Suffix	
Account number	ount number		Sullix		FCA account	Account code	Currency	Sullix	
CHARGES					, c, taccount				
I/We authorise the Bank to debit my/our account	shown belov	w with any cl	harges i	ndicated	d below for this pay	ment.			
Overseas Bank charges are for the beneficiary's account (SHA)  Yes				This means charges will be deducted from the beneficiary's payment.					
Overseas Bank charges are for my/our account (C	NI IR)	Yes			he beneficiary receiving	-	tad to your accou	ınt	
Overseas ballik charges are for my/our account (Oon)				All charges including some Overseas Bank charges are paid by you/debited to your account. Please see the attached Terms and Conditions for details.					
	ount number		Suffix			Account code	Currency	Suffix	
Account number					FCA account				
OVERSEAS PAYMENT DETAILS									
Currency				Beneficiary's Bank					
Currency amount in figures				Branch					
Currency amount in words				Address					
Date payment to be made				Count	ry				
Beneficiary full name									
Beneficiary address (must be a physical address)				OR Ban	ık SWIFT Address (if	known)			
Country									
Account Number/IBAN									
3SB, Sort Code, Clearing Code, Routing/ABA/Fed	vire								
						nd. BSB (Australia), Sort Code (Ur PS (South Africa) IFSC (India).	nited Kingdom),		
Purpose of Payment									
Details for Beneficiary (e.g. reference number)									
Special instructions if any									
Applicant signature									
boys road understood and accept the Tarms and Con	ditions overland			Date		2 0			
have read, understood and accept the Terms and Cond	altions overleal	•							
BANK USE ONLY Call back verifi			cation			Payment verification			
	Perso	on spoken to	)			Funds (available & clear)			
NZD equivalent \$	How	How client identified				Mandate checked			
ANZ fee \$	Phor	Phone number called				Call back verification completed			
Other costs \$	Date	Date/Time				Additional signoff co	mpleted (if req	) [	
NZD total \$	Com	pleted by				Transfer completed b	у		
Exchange rate	Signa					Transfer verified by			

# INTERNATIONAL MONEY TRANSFER APPLICATION

# INTERNATIONAL MONEY TRANSFER TERMS AND CONDITIONS

#### Conditions of Use

These International Money Transfer Terms and Conditions apply to payments of a foreign currency or of New Zealand dollars to a beneficiary with an overseas bank account (International Money Transfer).

These terms and conditions are to be read in conjunction with the General Terms and Conditions. If there is any inconsistency between the General Terms and Conditions and these terms and conditions, these terms and conditions will prevail for all International Money Transfers.

In these terms and conditions, "you" means the person or persons authorising this request. If more than one person is authorising this request, then "you" means all of them together and each of them individually. "We", "us" and "The Bank" means ANZ Bank New Zealand Limited.

#### Appointment

You hereby appoint us as your agent to send your International Money Transfer instruction to another bank or agent used by us to make an International Money Transfer directly or indirectly to a beneficiary and includes any intermediary correspondent and beneficiary bank (Correspondent) to make a payment in another country.

You hereby authorise us to appoint a Correspondent as your agent to process your International Money Transfer instruction in accordance with your payment authority granted under these terms and conditions. You acknowledge that you do not rely on our skill or judgement in appointing a Correspondent for the purpose of giving effect to your instructions. More than one Correspondent may be used to make a payment in another country.

You acknowledge and agree that a Correspondent may at any time convert an International Money Transfer to its own preferred currency before effecting the payment. We will not be liable for any loss or damage incurred by you and/or the beneficiary as a result of any delay in, or failure of processing your instructions by a Correspondent or any other act or omission of a Correspondent.

#### **Foreign Currency**

You acknowledge and agree that your ability to send an International Money Transfer in a particular currency is subject always to the availability to us of that currency.

For an International Money Transfer denominated in the currency of a developing country or market, you should note that such currency may be subject to fluctuating currency exchange rates, may not be freely convertible and/or may lack a published conversion rate. An International Money Transfer denominated in the currency of a developing country or market may be subject to legal and regulatory, and other policy, requirements and restrictions and may be affected by wider political and economic instability, disruption events or government intervention, any of which may change from time to time.

#### **Payment Instructions**

You agree that we may refuse at any time to process or act on an International Money Transfer instruction, if we have a good reason to do so, including where there are insufficient funds in your account to act on your instruction.

You declare and undertake to us that your International Money Transfer does not breach any law, sanction or requirement of any competent authority and you will not make or allow to be made any International Money Transfer for any illegal or fraudulent purpose.

Your International Money Transfer instruction must include the correct beneficiary details. You acknowledge that if you do not provide some or all of the information requested, we may be unable to process the instruction.

You acknowledge that it is your responsibility and not our responsibility to review or check the identity or accuracy of the details or amounts contained in your International Money Transfer instructions. We may require confirmation from you before acting on your instructions. We will not be liable for any costs and expenses, losses, damages or delay arising from a delay while obtaining confirmation from you or refusing to act where we are unable to obtain confirmation from you.

You are responsible for the validity of all International Money Transfer instructions submitted and for the correction of any of your errors, including duplicated or erroneous payments. You acknowledge if a payment has been made in error it may only be able to be recovered from the beneficiary account with the consent of that beneficiary.

### Payment Authority

You hereby authorise us to debit your selected account with the total cost of the International Money Transfer requested (including the New Zealand Dollar equivalent of the amount of the transfer and any fees disclosed in your request), and each other amount referred to in these terms and conditions on the date we process your request (which may differ from your specified payment date).

# International Money Transfers

We will not accept and process your International Money Transfer instruction on a non-Business Day. If an International Money Transfer instruction is received on a non-Business Day we will, unless otherwise agreed in writing by us, accept and process your International Money Transfer on the next Business Day.

Where the payment funds are to be transferred and paid in a currency other than the currency of your selected payment account, we will convert the payment funds into the payment currency at the exchange rate quoted and agreed with ANZ at the time when your request for an International Money Transfer is processed.

You acknowledge and agree the payment of an International Money Transfer into a beneficiary's account is the responsibility of the Correspondent and beneficiary bank and outside our control.

You may contact us to request that an International Money Transfer be recalled or cancelled. We will use all reasonable endeavours to recall or cancel an International Money Transfer but will not be responsible if it has already been processed or there is not enough time to act on your request. You acknowledge that if you request us to stop or cancel an instruction for an International Money Transfer, we will not return the funds to you until they are received in full by us from the Correspondent and we have received confirmation that the International Money Transfer is unpaid. You can claim a refund of only the original currency dollar value of the International Money Transfer at the time of the refund.

You acknowledge and agree that, where an International Money Transfer is returned to us in a currency other than the currency of your nominated account, we will convert the returned International Money Transfer at our current exchange rate, applicable on the day the returned

International Money Transfer is processed. Due to exchange rate movements, the amount credited to your nominated account in respect of a returned International Money Transfer may be less or more than the amount debited from your account when it was originally made. Where local exchange control regulations exist in the beneficiary's country there may be an additional delay in the return of funds.

Where you request us to stop or cancel an International Money Transfer, we may charge you additional fees. The fees are applicable regardless of whether or not we are successful in stopping or cancelling the International Money Transfer. You acknowledge that Correspondents may also charge a fee and that this will be deducted from the returned funds.

#### Commissions, Fees and Charges

The fees payable in connection with your International Money Transfer request are set out in the application form.

In addition, a Correspondent may charge commissions, fees or charges in making an International Money Transfer to a beneficiary's account. We have no control over such commissions, fees or charges. Where more than one Correspondent is used to make a payment in another country they may each separately charge commissions, fees or charges in respect of the same International Money Transfer.

You acknowledge and agree such commissions, fees and or charges may be:

- "for my / our account": all fees and charges are paid by you to us in accordance with the fee structure determined by us from time to time in addition to and separate from the funds paid to the beneficiary; or
- "shared": our fees (and local charges) are paid by you in addition to and separate from the funds
  paid to the beneficiary and any Correspondent fees and charges applicable to the currency
  of your International Money Transfer will be paid by the beneficiary and deducted by the
  Correspondent from the funds paid to the beneficiary's account by you, so that the beneficiary
  will receive less than the value amount specified in your instruction.

You acknowledge and agree where we provide you with the option to elect how commissions, fees and charges are to be paid, we may not be able to implement such election on all occasions.

We may receive a commission from a Correspondent for the Bank's role in processing an International Money Transfer instruction.

#### **Anti-Money Laundering and Sanctions**

You agree that we may delay, block or refuse to process any International Money Transfer without incurring any liability and without informing you of the reasons if we suspect that:

- an International Money Transfer may breach any law or sanction or requirement of any competent authority;
- an International Money Transfer involves any person, country, product or entity that is itself
  sanctioned or is connected directly or indirectly to any person, country, product or entity that
  is sanctioned under any sanction; or
- an International Money Transfer may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful.

You will provide all information to us which we reasonably require in order to manage money laundering or terrorism-financing and economic and trade sanctions risks or to comply with any law or sanction or requirement of any competent authority.

You acknowledge that your personal and other information may be held and processed by the Bank and its affiliates, branch and representative offices in any jurisdiction, including Australia and New Zealand Banking Group Limited (Bank Group). Members of the Bank Group are subject to anti-money laundering laws in force in New Zealand, Australia and certain other countries which may prohibit us from entering or concluding transactions involving certain persons or entities. You agree that we and any other member of the Bank Group may disclose any information concerning you or the transaction to the New Zealand Police or Australian Federal Police or equivalent authority in any other country in order to ascertain whether such laws apply to any transaction or otherwise in compliance with laws directed to the prevention and detection of terrorist financing, in the reasonable belief that a transaction may contravene any such law and that we and any other member of the Bank Group will not incur any liability to you as a result of such actions.

In this clause, "money laundering" includes any dealing with the proceeds of criminal activity and any dealing with funds or assets of any person or entity suspected of involvement in terrorism or any terrorist act.

#### Liability

To the extent permitted by law, we will not be liable for any direct or indirect loss or damage arising in connection with any International Money Transfer.

To the extent permitted by law, all terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise are excluded.

# Your Indemnity and Acknowledgement

To the extent permitted by law, you agree to indemnify and hold us harmless for any loss or damage suffered by us or our customers or a third party, and for any claim or action which may be brought against us by a customer or third party, which results from your International Money Transfer, including cancellation or attempting cancellation.

#### **Your Personal Information**

Our privacy statement is contained in the General Terms and Conditions. You agree that it also applies to any information you provide to us in connection with these terms and conditions and any International Money Transfer. The General Terms and Conditions are available from any of our branches or online at anz.conz.

#### Complaints

Our complaints procedure is contained in the General Terms and Conditions. The General Terms and Conditions are available from any of our branches or online at anz.co.nz.

#### **Governing Law**

These terms and conditions and the contract between you and us in connection with any International Money Transfers are governed by New Zealand law and the New Zealand courts have jurisdiction.

#### Consumer Guarantees Act 1993

If your use of International Money Transfer is for the purpose of a business, to the extent allowed by law, the provisions of the Consumer Guarantees Act 1993 will not apply.