

## 1. ABOUT THESE TERMS AND CONDITIONS

These Terms and Conditions apply to the ANZ Fast Deposit Banking Service ("ANZ Fast Deposit") provided by ANZ Bank New Zealand Limited ("ANZ") to you ("the Depositor"). These Terms and Conditions operate in conjunction with the:

- (a) conditions on the Fast Deposit Envelope ("Envelope")
- (b) conditions on the Fast Deposit Bag ("Bag"); and
- (c) terms and conditions applicable to the account(s) to which the Depositor makes deposits using this service.

If there is any inconsistency between these Terms and Conditions and other applicable conditions, these Terms and Conditions prevail.

## 2. ACCEPTANCE

Any use of ANZ Fast Deposit service by the Depositor indicates the Depositor's acceptance of these Terms and Conditions.

## 3. ANZ FAST DEPOSIT

- 3.1 ANZ Fast Deposit can be used to make a deposit of:
  - (a) Cash (New Zealand currency only); and/or
  - (b) Cheques (excluding third party cheques and foreign currency cheques); and/or
  - (c) Deposit slips or credit card payment advice.
- 3.2 All ANZ Fast Deposits must contain a deposit slip:
  - For Envelopes, these can be completed by the depositor or any person appointed by the depositor (Nominated Depositor). Deposits should not exceed cash of \$9,999.99. Cash deposits in excess of \$9,999.99 will not be processed and the depositor will be asked to present in branch with identification.
  - For Bags the deposit slip must only be completed by an authorised signatory. Either the depositor or nominated depositor can deposit the Bag at an ANZ branch.
- 3.3 For Bags the authorised signatory's full name must be completed in the 'deposited by' field on the deposit slip included with the Bag.
- 3.4 Cash and/or cheque deposits must be placed inside the Envelope or Bag (as applicable) that has been issued by the Bank.
- 3.5 The Nominated Depositor, as representative of the Depositor, must ensure that the Envelope or Bag (as applicable) is handed over the counter to an ANZ staff member or securely placed inside an ANZ Fast Deposit Box at an ANZ branch.
- 3.6 The Depositor is responsible for ensuring that all Nominated Depositors comply with these Terms and Conditions and accepts responsibility (and liability) for any actions of the Nominated Depositor. ANZ has no obligation to determine whether a Nominated Depositor is authorised by the Depositor to carry out such actions.

## 4. PROCESSING OF DEPOSITS

- 4.1 ANZ reserves the right not to accept an ANZ Fast Deposit which does not comply with the following requirements:
  - (a) the deposit is in New Zealand currency;
  - (b) the deposit is contained in a properly sealed Envelope or Bag;
  - (c) a properly completed deposit slip is placed inside the sealed Envelope or Bag;
  - (d) satisfies these Terms and Conditions.ANZ may, in its absolute discretion, reject or return an Envelope or Bag to the Depositor without processing or completely processing the deposit made using that Envelope or Bag, if the deposit fails to comply with any of the requirements above.
- 4.2 ANZ cannot accept via Fast Deposits, third party 'account payee only' cheques and foreign currency cheques.
- 4.3 ANZ retains the right, at its discretion, not to accept or process an ANZ Fast Deposit if you have not been identified by ANZ as required by law or applicable ANZ policy. ANZ may hold the intended deposit in a suspense account until identification has been provided by you.

- 4.4 An ANZ Fast Deposit is treated as being received by ANZ when the Envelope or Bag is securely placed in an ANZ Fast Deposit Box or handed to an ANZ staff member at an ANZ branch. On the day the ANZ Fast Deposit is received, ANZ will credit the Depositor's nominated account with the amount recorded on the deposit slip inside the Envelope or Bag. In most cases the Depositor will be given same day value for that amount. However, ANZ reserves the right to count the contents of an Envelope or Bag at a later time and to make adjustments under clause 4.6 for any discrepancies between the amount recorded on the deposit slip and the amount contained in the Envelope or Bag.
- 4.5 ANZ Fast Deposits may be opened and the contents counted under video surveillance by ANZ. This function will be performed by ANZ or other persons authorised by ANZ.
- 4.6 If the amount recorded on a deposit slip does not correctly correspond with the actual amount contained in the Envelope or Bag and ANZ has credited the Depositor's nominated account with the amount contained on the deposit slip, ANZ reserves the right and the Depositor authorises ANZ to:
  - (a) debit the nominated account, or any other account held by the Depositor with ANZ (where the nominated account contains insufficient funds), with any shortfall; or
  - (b) credit the nominated account with any excess.The Depositor agrees that ANZ's count will be deemed accurate and conclusive evidence of the amount contained in the Envelope or Bag.
- 4.7 If ANZ's count is different to the Depositor's count, ANZ may notify the Depositor to advise what actions ANZ has taken in respect of the deposit, either by telephone or mail using the last advised contact details provided to ANZ. Alternatively, the correction will be recorded on your next account statement.

## 5. AGENT

- 5.1 The Depositor consents to ANZ appointing an agent or contractor to perform any of the tasks involved in:
  - (a) collecting, accessing and processing each ANZ Fast Deposit made by the Depositor or on behalf of the Depositor; and
  - (b) administering ANZ Fast Deposits in accordance with these Terms and Conditions.
- 5.2 The Depositor authorises ANZ to release information about the Depositor.

## 6. ANZ LIABILITY

- 6.1 ANZ is not responsible or liable to the Depositor for any:
  - (a) discrepancy between the ANZ count and the amount recorded on a deposit slip; or
  - (b) loss or theft from or of an Envelope or Bag before it is received by ANZ.
- 6.2 ANZ is not responsible to the Depositor for any loss or damage which occurs where the Depositor (or any representative of the Depositor e.g. Nominated Depositor) has breached obligations under these Terms and Conditions or acted negligently or fraudulently when using the ANZ Fast Deposit service. ANZ reserves the right, and the Depositor authorises ANZ, to debit any account held by the Depositor with ANZ with the amount of any such loss.

## 7. INDEMNITY

- 7.1 The Depositor indemnifies ANZ against any losses, costs (including legal costs and cost of management time at ANZ's usual rates), damage or liability sustained or incurred at any time by ANZ (either directly or indirectly), in each case on a full indemnity basis, as a result of the Depositor's use of the ANZ Fast Deposit service.
- 7.2 The indemnity is continuing and irrevocable and will survive termination of the banking relationship between the ANZ and the Depositor.