



If you need assistance to complete this application, please ask or ring 0800 863 863. We are happy to help.

APPLICANT DETAILS

Name

Address

Daytime phone () Mobile phone ()

ACCOUNT TO DEBIT

I/We authorise the Bank to debit my/our account shown below with the NZD equivalent or foreign amount (select one):

Bank	Branch	Account number	Suffix	FC account	Account code	Currency	Suffix
Account number	<input type="text"/>						

CHARGES

I/We authorise the Bank to debit my/our account shown below with any charges indicated below for this payment (select one):

Charge the above account

Bank	Branch	Account number	Suffix	FC account	Account code	Currency	Suffix
Account number	<input type="text"/>						

OVERSEAS PAYMENT DETAILS

Currency Currency amount in figures

Currency amount in words

Beneficiary name

Beneficiary country

Drawee bank

Applicant signature Date

I have read, understood and accept the Terms and Conditions overleaf.

ACKNOWLEDGEMENT

I/We acknowledge receipt of draft number

Applicant signature Date

BANK USE ONLY

Branch <input type="text"/>	<input type="checkbox"/> Identification was sighted.	Ref No. G <input type="text"/>
NZD equivalent \$ <input type="text"/>	<input type="checkbox"/> Customer's mandate checked.	Pick up date <input type="text"/>
ANZ fee \$ <input type="text"/>		<input type="checkbox"/> Call back procedure completed (for DRAFTS received via fax/mail).
Other costs \$ <input type="text"/>		
NZD total \$ <input type="text"/>		
Exchange rate <input type="text"/>	Completed by <input type="text"/>	Verified by <input type="text"/>

International Bank Draft Application

INTERNATIONAL BANK DRAFT TERMS AND CONDITIONS

Conditions of Use

These International Bank Draft Terms and Conditions apply to the processing and payment of cheques denominated in a foreign currency payable to an overseas beneficiary (**International Bank Draft**).

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 Bank Drafts.

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.

Overseas Bank

You hereby acknowledge we may use the services of another bank or agent, including any intermediary bank and beneficiary bank (**Overseas Bank**) to process your International Bank Draft instruction in accordance with your payment authority granted under these terms and conditions.

You acknowledge and agree that 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 an Overseas Bank or any other act or omission of an Overseas Bank.

Foreign Currency

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

For a payment 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. A payment 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 Bank Draft 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 payment of your International Bank Draft does not breach any law, sanction or requirement of any competent authority and you will not make or allow to be made any payment for any illegal or fraudulent purpose.

Your International Bank Draft 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 Bank Draft 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 Bank Draft 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.

International Bank Drafts

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

You hereby authorise us to debit your selected account with the total cost of the International Bank Draft.

An International Bank Draft is deemed "stale" if not presented within a period of six months from the date of issue (although timing will depend upon applicable banking laws and regulations in the country of presentation). On application by you, we, at our sole discretion may repurchase or reissue a stale International Bank Draft. We will charge you a fee for this service which can be found on our website – www.anz.co.nz.

Where any International Bank Draft is lost, you will be responsible for obtaining replacement documents if requested by us. However we agree to use its reasonable endeavours to assist you in obtaining replacement documents.

Where the payment funds are to be 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 Bank Draft is processed.

You acknowledge and agree the payment of an International Bank Draft into a beneficiary's account is the responsibility of the relevant Overseas Bank and outside our control.

You may contact us to request that an International Bank Draft be stopped. We will use all reasonable endeavours to stop an International Bank Draft 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 an instruction for an International Bank Draft, we will not return the funds to you until they are received in full by us from the Overseas Bank and we have received confirmation that the International Bank Draft is unpaid. You can claim a refund of only the original currency dollar value of the International Bank Draft at the time of the refund.

You acknowledge and agree that, where the payment funds of an International Bank Draft are returned to us in a currency other than the currency of your nominated account, we will convert the returned payment at our current exchange rate, applicable on the day the returned payment is processed. Due to exchange rate movements, the amount credited to your nominated account in respect of a returned payment 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 an International Bank Draft, we may charge you additional fees. The fees are applicable regardless of whether or not we are successful in stopping or cancelling the International Bank Draft. You acknowledge that Overseas Banks 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 Bank Draft request are set out in the application form.

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

Anti-Money Laundering and Sanctions

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

- a payment may breach any law or sanction or requirement of any competent authority;
- a payment 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
- a payment 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 Bank Draft.

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 Bank Draft, 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 Bank Draft. The General Terms and Conditions are available from any of our branches or online at anz.co.nz.

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 Bank Draft are governed by New Zealand law and the New Zealand courts have jurisdiction.

Consumer Guarantees Act 1993

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