

Important Information about your ANZ Merchant Facility

We are writing to you to advise that ANZ has recently made some changes to the ANZ Merchant Services General Conditions. These General Conditions form part of your Merchant Agreement with ANZ. From 13 October 2010, the following changes will take effect.

- 1. Condition 32(i) Variation is amended** by inserting the words "Except where (ii) applies" before the words "ANZ may vary all or any of the provisions" and inserting the words "including by reducing the fees and charges payable by the Merchant" before the words "at any time by giving the Merchant notice".
- 2. Condition 32(ii) has been replaced by the following:**
"ANZ may introduce a new fee or charge under this Agreement, or increase an existing fee or charge, at any time by giving the Merchant 30 days' notice in writing of the new or increased fee or charge, unless otherwise agreed with the Merchant.
- 3. Condition 32(ii) is now Condition 32(iii).**
- 4. Condition 43 is varied by inserting the following new definitions:**
Terminal Stands means a stand in which certain Electronic Terminals may be stored and locked and includes the Key.
Terminal Cables means a cable which may connect certain Electronic Terminals to a permanent fixture and includes the Key.
Key means a key which unlocks an Electronic Terminal from a Terminal Stand or Terminal Cable.
- 5. A new condition 46 is inserted as follows:**
Terminal stands and cables
This condition applies if the Merchant has Terminal Stands and/or Terminal Cables.

46. ANZ may require a Merchant to acquire Terminal Stands and/or Terminal Cables from ANZ as a condition of supplying or continuing to supply an Electronic Terminal to the Merchant.
- i. The Merchant must pay a one-off fee for the Terminal Stands and/or Terminal Cables if so requested by ANZ. The Merchant will be given 30 days' written notice of the fee (if any) at the time of making a request for the Terminal Stand and/or Terminal Cable or, where ANZ requires the Merchant to acquire the Terminal Stand and/or Terminal Cable, at the time ANZ informs the Merchant of this requirement.
 - ii. Title to the Terminal Stands and/or Terminal Cables transfers to the Merchant on the date the Merchant pays the one-fee (if any) to ANZ, or if no fee is payable, on the date the Merchant receives the Terminal Stands and/or Terminal Cable from ANZ.
 - iii. To the extent permitted by law, ANZ accepts no liability or responsibility, and provides no warranties, in respect of the use, operation or performance of the Terminal Stands and/or Terminal Cables.
 - iv. ANZ will supply a Key with the Terminal Stand and/or Terminal Cable. The Key will lock and unlock the Electronic Terminal from the Terminal Stand and/or Terminal Cable. The Merchant must keep the Key in a safe place at all times and must not leave the Key in the Terminal Stand and/or Terminal Cable.
 - v. In the event the Terminal Stand and/or Terminal Cable is damaged or inoperable, ANZ agrees to replace the Terminal Stand and/or Terminal Cable once only for no fee.
 - vi. In the event the Merchant loses or misplaces a Key, ANZ agrees to replace the Key once only for no fee.
 - vii. The Terminal Stands and Terminal Cables will be supplied with installation instructions. The Merchant is responsible for installing the Terminal Stands and/or Terminal Cables in the Merchant's premises in accordance with these instructions. ANZ accepts no liability for any loss or damage suffered by the Merchant, or to the Merchant's premises, in connection with the installation or removal of the Terminal Stands and/or Terminal Cables.
 - viii. The Merchant agrees to follow all reasonable security directions of ANZ in connection with the Terminal Stands, Terminal Cables and Electronic Terminals.

We live in your world 