

# COLLECTIONS SERVICE SCHEDULE

## COLLECTIONS SERVICE SCHEDULE

### 1. APPLICATION

- 1.1 This document constitutes a Service Schedule as referred to in the Conditions. The provisions of this Service Schedule apply where the Bank provides the applicable Service to the Customer.
- 1.2 This Service Schedule supplements the Conditions. Capitalised terms used in this Service Schedule have the meanings given to them in the Definitions Schedule.

### 2. CASH COLLECTION SERVICES

In connection with any Cash Collection Service:

- 2.1 the Customer agrees to reconcile the cash collected from the Customer with the amount credited to the Customer's Account and notify the Bank in writing of any discrepancy within two (2) Business Days from the Collection Date. In the absence of any such notification, the amount credited to the Customer's Account will be deemed correct and accepted by the Customer;
- 2.2 the Customer has the sole responsibility to ensure that the cash collected at any Collection Location does not exceed any maximum limit agreed with the Bank. If the cash collected at any Collection Location exceeds such amount, the Bank shall not be responsible for, and is not obliged to return to the Customer, the excess;
- 2.3 if any soiled, mutilated or counterfeit notes are found in the cash collected from the Customer, the amounts to be credited to the Account in respect of such soiled, mutilated or counterfeit notes shall be determined by the Bank in accordance with applicable Law;
- 2.4 if any dispute arises as to any discrepancy in the cash collected by the Bank, or any Third Party from the Collection Location, the determination of the Bank will be final and binding on the Customer; and
- 2.5 the Bank is not obliged to credit the Account of the Customer for an amount other than the exact amount of cash actually received by the Bank.

### 3. CHEQUE COLLECTION SERVICE

In connection with any Cheque Collection Service:

- 3.1 neither the Bank nor any Third Party is responsible for verifying the authenticity of any Instrument;
- 3.2 until an Instrument is received by the Bank at a designated branch or processing centre, it will remain at the Customer's own risk and the Bank shall not be liable for any Loss that the Customer may incur as a result of an Instrument being damaged, stolen or lost in transit, unless such damage or loss is caused directly by the Bank's gross negligence, wilful misconduct or fraud;
- 3.3 the Customer shall procure that only Instruments marked "account payee" are placed for collection at a Collection Location. The Bank shall not be liable for any Loss incurred by the Customer resulting from a bearer cheque being placed for collection at a Collection Location;
- 3.4 if any dispute arises as to any discrepancy in the Instruments collected by the Bank or any Correspondent from the Collection Location, the determination of the Bank will be final and binding on the Customer;
- 3.5 the Bank may, in its sole discretion, accept or reject any

Instrument collected from a Collection Location, whether because of it being an Invalid Instrument or for any other reason whatsoever, and such decision shall be binding on the Customer. The Bank is not obliged to inform the Customer of the reason for rejecting an Instrument. Subject to its internal requirements (including in relation to record keeping and audit) and any applicable Law, the Bank will deal with any rejected Instrument in the manner specified by the Customer; and

- 3.6 the Customer agrees that any credit to the Account of the Customer will not include any Invalid Instruments. The Bank will notify the Customer regarding any Instrument which has been rendered invalid and will, at the request of the Customer, arrange to have the Invalid Instruments delivered to the Customer. The Customer authorises the Bank to stop the payment of any Invalid Instrument and reverse any transaction in the Account of the Customer (if credit has already been given), including but not limited to, any credit given against such Invalid Instrument, any interest paid and any related charges and expenses.

### 4. PURCHASE AND /OR DISCOUNTING SERVICE

In connection with the provision of any Purchase and/or Discounting Service:

- 4.1 the amount of credit given to the Customer against the value of any receivable is subject to any limits and restrictions that the Bank may from time to time impose; and
- 4.2 where any relevant receivable is rejected or is not cleared, the Customer authorises the Bank to effect a reversal of credit from the Account which, at the Bank's discretion, may be as at the value date of the credit or the value date of receipt of return information of such rejection or non-clearance, provided that the Bank may refrain from debiting the Account against the amount of credit provided, if the Customer provides to the Bank a proof of debit in respect of the pay or account in which case the Bank will liaise with the relevant third party bank to try to resolve the discrepancy.

### 5. POST DATED CHEQUE MANAGEMENT SERVICES

In connection with any Post-dated Cheque Management Services:

- 5.1 save as otherwise agreed with the Customer, the Bank is not responsible for verifying the completeness, accuracy or validity of any PDC or any PDC List;
- 5.2 the Customer agrees that only PDCs and PDC Lists that are correct and complete in all material respects are provided to the Bank. The Bank shall not be liable for any Loss incurred by the Customer resulting from any incorrect or incomplete PDC or PDC List;
- 5.3 save as otherwise agreed with the Customer, if the Customer does not verify the contents of any PDC List generated by the Bank within five (5) Business Days of receipt, the Bank will be entitled to treat that PDC List as correct, complete and accepted by the Customer;
- 5.4 in the event of any inconsistency between the clearing date of a PDC specified in a PDC List and that specified in the relevant PDC, the Bank will process that PDC in the order specified in the PDC List;
- 5.5 if the Customer does not want any PDC to be processed, it

# COLLECTIONS SERVICE SCHEDULE

must send the Bank an Instruction as soon as practicable and in any event no later than fifteen (15) Business Days prior to the clearing date of such PDC or such other time period as may be mutually agreed between the Bank and the Customer;

- 5.6 if the Bank determines that any PDC was not obtained lawfully and that the Bank or any Correspondent may be subject to a claim from the rightful owner of the PDC or any other party in respect thereof, the Customer agrees to repay to the Bank on demand the amount of the PDC together with interest at the maximum default rate prescribed by the Bank from time to time; and
- 5.7 although the Bank will exercise due care in the performance of this Service, the Bank will not be liable for any theft, damage or loss or for any consequences or damages arising from the theft, damage or loss of any PDC while in transit or in storage at the processing centre and/or the Vault, unless such theft, damage or loss is caused directly by the Bank's gross negligence, wilful misconduct or fraud. The Bank will inform the Customer within a reasonable period, from the date of receipt at the Bank's processing centre, about any such theft, damage or loss.

## 6. LOCKBOX SERVICE

In connection with a Lockbox Service:

- 6.1 unless otherwise agreed, the Customer shall collect all Correspondence from the designated Delivery Box and deliver to ANZ on each Business day or in a manner agreed by ANZ and the Customer.
- 6.2 the Customer agrees that the Bank may process the Correspondence based on images delivered to the Bank.

## 7. DIRECT DEBIT MANAGEMENT SERVICE

In connection with any Direct Debit Management Service:

- 7.1 the Customer acknowledges and agrees that, save as otherwise agreed with the Customer, the Bank is not responsible for verifying the completeness, accuracy or validity of any Mandate but that if the Bank elects, at its discretion, to carry out any verification procedures in respect of a Mandate, the Bank will not be obliged to commence the Direct Debit Management Service in respect of that Mandate until such verification procedures have been completed to the Bank's satisfaction;
- 7.2 the Customer agrees to notify the Bank in advance and within any time limits agreed between the Bank and the Customer, of any change that will be made to a Mandate. The Customer agrees that until it has notified the Bank of a change to a Mandate and the Bank has had a reasonable opportunity to act on such notification, the Bank may rely on the details of the Mandate previously notified to it; and
- 7.3 the Bank will use the relevant Third Party System and the provision of the Direct Debit Management Service will be subject to the rules and procedures of such Third Party System.

## 8. VIRTUAL ACCOUNT

In connection with a Virtual Account the Customer shall be responsible for the maintenance of its Virtual Account Number.

## 9. INSTA CREDIT SERVICE

In connection with any Insta Credit Service, the amount of

credit given to the Customer prior to the relevant funds being received by the Bank is subject to all limits and restrictions that the Bank may from time to time impose.

## 10. SAFE SERVICES

10.1 Where the Bank supplies the Customer with a safe:

- (a) the safe remains the property of the Bank or a Third Party;
- (b) upon delivery of the safe to the Customer's possession or the agreed premises (whichever occurs first) until such time that the safe is returned back to the Bank, the Customer shall bear the entire risk of loss, damage, theft or destruction of the safe or any part thereof from any and every cause whatsoever;
- (c) the Customer shall insure the safe on its premises in accordance with any instructions from the Bank at its own expense. The Customer shall provide to the Bank evidence of such insurance coverage. The Customer must notify the Bank as soon as possible in the event that any such insurance cover is cancelled or modified;
- (d) the Customer must not, without the Bank's written consent, move or attempt to move the safe from the place where it is installed or make alterations, additions or improvements to the safe;
- (e) maintenance and clearance of any cash or cheques deposited in the safe may only be performed by the Bank or a Third Party. During any maintenance or clearance, the Customer must provide quick and efficient access to the safe;
- (f) title and property in any cash deposited in a safe will vest in the Bank immediately once the cash is credited into an Account;
- (g) notwithstanding that safes are not Electronic Banking Channels, the Conditions relating to:
- (i) Electronic Banking Channels shall apply as if the safe was an Electronic Banking Channel; and
- (ii) Credentials shall apply to anything provided to a user of the safe to enable that user to access or interact with the safe;
- (h) the Customer authorises the Bank or a Third Party to enter the premises where the safe is located:
- (i) during normal business hours to inspect the safe, perform the Services, perform maintenance, retake possession of the safe if it is destroyed or irreparably damaged or otherwise protect its rights; and
- (ii) upon the termination of the Services in relation to the safe, to obtain possession of the safe;
- (i) the Customer retains all risk in relation to any items placed in the safe by any person except deposits validated by the safe; and
- (j) except in relation to deposits validated by the safe, the Bank is not responsible or liable to the Customer for any:
- (i) discrepancy between the Bank count and the Customer's count; or
- (ii) loss or theft from the safe or of cash deposited in the safe before it is collected by the Bank or the Bank's agent.
- 10.2 In lieu of paying for the costs of the safe up-front; the Customer will pay the Bank the fees specified in the Fee Schedule for the specified period. If, within that period:
- (a) the Customer terminates its use of the safe; or
- (b) the safe is lost, stolen, destroyed or irreparably damaged due to:
- (i) any fraud, negligence or wilful misconduct by the Customer

# COLLECTIONS SERVICE SCHEDULE

or the Customer's Authorised Persons, employees or contractors;

- (ii) any other cause whatsoever and the Customer does not request a replacement safe within 10 Business Days of the loss, destruction or damage, fees for the remainder of the specified period for that safe will be immediately due and payable to the Bank by the Customer.

**10.3** The Customer shall pay the Bank's reasonable costs for maintenance performed on the safe which arises out of:

- (a) abuse and/or vandalism of the safe by any person other than by the Bank or its agents;
- (b) incorrect or insufficient training by the Customer of the Customer's Authorised Persons, employees or Agents;
- (c) utilization of the safes by the Customer's Authorised Persons, employees or Agents contrary to any instructions; or
- (d) Force Majeure.

**10.4** If a safe is lost, stolen, destroyed or irreparably damaged the Bank shall have the right, at its option, to retake possession of the remains of such damaged or destroyed safe. If the Bank elects to do so, the Customer shall pay the Bank's reasonable costs incurred from the removal of the safe.