

Night Safe Agreement and Authority



Note: Do not complete this Agreement if only the signatories are changing - complete Variation to Night Safe Authority (item 120056).

Customer name Date (DD/MM/YYYY)
(the Customer')

The Customer has requested that Australia and New Zealand Banking Group Limited ABN 11 005 357 522 ('ANZ') make available to the Customer the facility of the night safe ('Night Safe Facility') at the branch of ANZ ('the Branch').

If ANZ consents, the Customer agrees to the following conditions.

CONDITIONS

The Customer will pay in advance all charges, fees and expenses determined by ANZ from time to time for the use of the Night Safe Facility (the 'Charges'). Please refer to the ANZ Small Business Fees and Charges booklet for details of these Charges.

The Customer (tick the appropriate method of payment):

authorises ANZ to debit the fee to its account number at the branch of ANZ.
 authorises ANZ to debit the fee to its credit card number which expires

- 'Depositor' means each person who is authorised by the Customer to operate the Night Safe Facility either under this document or under any Variation to Night Safe Authority relating to the Night Safe Facility. The Customer is deemed a Depositor for the purposes of these conditions.
- All wallets and keys:
 - remain the property of ANZ
 - must be kept in good order and condition by the Customer
 - will only be repaired or replaced by ANZ at the Customer's expense (except for fair wear and tear)
 - must be returned to ANZ on demand or at the termination of this Agreement.
- The only items to be placed in the wallets are cash, cheques, negotiable securities and other documents or vouchers.
- If a Depositor uses the Night Safe:
 - he/she may only do so when the Branch is closed for ordinary business
 - the only item that may be placed in the Night Safe is a securely locked wallet
 - he/she must securely lock the street access immediately after the wallet has been lodged.
- After depositing a wallet in the Night Safe, the Depositor must:
 - return to the Branch on the next business day
 - reclaim and accept delivery of each wallet, unopened
 - sign a receipt for each wallet.
- ANZ's liability for loss and damage is limited as described below. However, if the Customer is entitled to make a claim against ANZ for loss and damage, the Customer must first claim against any private insurance and do everything necessary to pursue that claim. The Customer is responsible for arranging suitable insurance cover for the contents of any wallet placed in the Night Safe.
- If one or more persons who sign as Customer should die, the survivor or survivors will be entitled to delivery of any wallets lodged in the Night Safe.
- The Customer acknowledges that ANZ does not know the contents of any wallet and that the lodgement of any wallet does not create any creditor and debtor relationship between the Customer and ANZ.
- ANZ may vary any Charges and the time for payment of any Charges in relation to the Night Safe Facility, at any time.
- ANZ may suspend the Night Safe Facility at any time and for any period without notifying the Customer. ANZ will be under no liability to the Customer for any loss or damage suffered as a result.
- ANZ may terminate this Agreement at any time by notifying the Customer in writing at the last address notified by the Customer to the Branch, but will be under no liability for any loss or damage as a result.
- In relation to wallets being delivered to a Depositor by ANZ:
 - to the fullest extent permissible by law, ANZ accepts no liability for loss or damage if the wallets are not collected by close of business on the next business day following the lodgement of the wallets
 - ANZ is not obliged to hand over any wallet until it is satisfied the person applying for it is a Depositor and until the Depositor has signed an appropriate receipt
 - the receipt for the wallet by the Depositor relieves ANZ of any further responsibility in relation to the wallet
 - ANZ is entitled and authorised to deliver wallets lodged in the Night Safe to any of the Depositors.

Stamp Duty
(adhesive/
impressed)
if required



- ANZ will only be liable for the loss, damage or destruction of the contents of wallets provided that:
 - such loss, damage or destruction occurs whilst the wallet is in the custody of ANZ under the terms of this Agreement
 - to the fullest extent permissible by law, the maximum amount of liability will be an aggregate sum of \$5,000.00
 - to the fullest extent permissible by law, the maximum amount of ANZ's aggregate liability will be reduced by the Customer's entitlement to receive compensation under any private insurance to the fullest extent permissible by law, ANZ will be in no way liable for any consequential loss or damage incurred by any person and the Customer will indemnify ANZ and keep ANZ indemnified against any liability for consequential loss or damage.
- Any definition appearing in this Agreement applies to any Variation to Night Safe Authority relating to the Night Safe Facility.
- Where more than one person is named as Customer, each such person's obligations and liabilities will be joint and several.

AUTHORITY

The Customer has authorised each Depositor to act for the Customer and at the Customer's risk for all purposes in connection with the Night Safe Facility. The Authority for each Depositor continues in force until ANZ receives written notice from the Customer that it has been revoked or, should the Customer or one of the Customer's die, until ANZ receives written notice of the Customer's death at the Branch.

Privacy and confidentiality

ANZ is collecting your personal information to enable it to provide you with the product or service you are applying for and for administrative and operational tasks (including risk management, staff training, collecting debts and market or customer satisfaction research). Without this information, ANZ may not be able to do this.

Providing your information to others

ANZ may provide your information to:

- any agent, contractor or service provider ANZ engages to carry out or assist its functions and activities (for example, mailing houses or debt collection agencies);
- regulatory bodies, government agencies, law enforcement bodies and courts;
- your adviser; your authorised agents; your executor, administrator or trustee in bankruptcy; your legal representative; your attorney; or anyone acting for you in connection with your account.

Promotion of other products and services

ANZ may use your information to help ANZ promote its products or services or those of its related entities or organisations that are in a product or marketing alliance with ANZ (alliance partners). ANZ may also disclose your information to its related entities or alliance partners to enable them or ANZ to tell you about a product or service.

Where you do not want ANZ to tell you about its products and services or those of its related entities or alliance partners, you may call 13 13 14 at any time to withdraw your consent.

ANZ Privacy Policy

ANZ's Privacy Policy (www.anz.com/privacy) contains information about:

- any laws that require or authorise ANZ to collect certain information from you;
- the circumstances in which ANZ may collect your information from other sources (including from a third party);
- how to access your information and seek correction of your information; and
- how you can raise concerns that ANZ has breached the Privacy Act or an applicable Code and how ANZ will deal with these matters

Personal information you provide about someone else

If you have provided information about someone else (e.g. where the Depositor is another person), you agree to show them a copy of this clause so that they may understand how ANZ may use and disclose their information.

I have read and understood this application and declaration. I agree to the matters specified in the Declaration.

Signed by the Customer

Full name (Surname first)

Position/title

Signature

Full name (Surname first)

Position/title

Signature



Full name (Surname first)	Position/title	Signature
<input type="text"/>	<input type="text"/>	<input type="text"/>

Full name (Surname first)	Position/title	Signature
<input type="text"/>	<input type="text"/>	<input type="text"/>

Full name (Surname first)	Position/title	Signature
<input type="text"/>	<input type="text"/>	<input type="text"/>

Full name (Surname first)	Position/title	Signature
<input type="text"/>	<input type="text"/>	<input type="text"/>

Signed by the Depositor

Full name (Surname first)	Position/title	Signature
<input type="text"/>	<input type="text"/>	<input type="text"/>

Full name (Surname first)	Position/title	Signature
<input type="text"/>	<input type="text"/>	<input type="text"/>

Full name (Surname first)	Position/title	Signature
<input type="text"/>	<input type="text"/>	<input type="text"/>

Full name (Surname first)	Position/title	Signature
<input type="text"/>	<input type="text"/>	<input type="text"/>

Full name (Surname first)	Position/title	Signature
<input type="text"/>	<input type="text"/>	<input type="text"/>

Full name (Surname first)	Position/title	Signature
<input type="text"/>	<input type="text"/>	<input type="text"/>

Note: All partners in a partnership and all parties to a joint account must sign. If the Customer is a company, the Authority must be executed by the Chairman and Secretary.

ANZ OFFICER WHO COMPLETED THIS AGREEMENT AND AUTHORITY

Salary number	Surname	Given Name	Signature
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Date received	Recorded by	Checked by
<input type="text"/>	<input type="text"/>	<input type="text"/>