

INTERNATIONAL MONEY TRANSFER (TELEGRAPHIC TRANSFER)

Terms and Conditions | 11.09



International Money Transfer (Telegraphic Transfer)

Application Form



Branch number

Branch name

Applicant's name, address and postcode (including details of any trust)

ABN (if applicable)

Contact Phone no

Transfer currency and amount

Exchange rate (selling)

BID number

Forward exchange contract

Customer number

Payment currency and amount

Charges currency and amount

Total payment (currency and amount)

Payment from

Charges from

Commodity code

Country

Beneficiary's Name and Address

Beneficiary's account number (include IBAN for payments to Europe and UK)

Beneficiary's Bank (include full address or SWIFT BIC)

Applicant's message

BANK USE ONLY (For complex IMT use only)

Correspondent Bank

TERMS AND CONDITIONS

1. USE OF A CORRESPONDENT

- 1.1 ANZ may, in certain circumstances, use a Correspondent to make the payment.
- 1.2 ANZ may terminate the use of a Correspondent to process a payment on behalf of ANZ. Should ANZ terminate a Correspondent, ANZ may not be able to process a payment instruction on your behalf. ANZ will contact you immediately should we not be able to process your payments. You acknowledge and agree that should this occur, ANZ will not be held liable for any cost, loss or liability incurred by you or the beneficiary as a result of ANZ not being able to process your payments due to ANZ terminating a Correspondent. You also acknowledge and agree that ANZ shall not be liable for any cost, loss or liability incurred by you and/or your beneficiary as a result of any delay in, or failure of processing your payment instructions by a Correspondent.
- 1.3 ANZ may receive a commission from, or enter into commission/revenue sharing arrangements with, the Correspondent, the amount of which will depend on various factors.

2. CORRESPONDENT COMMISSIONS, FEES OR OTHER CHARGES

- 2.1 A Correspondent may charge commissions, fees or other charges in making the payment to the beneficiary's account. Unless other arrangements are in place with the Correspondent, those commissions, fees or charges will normally either be deducted by the Correspondent from the funds paid to the beneficiary's account, or passed on to ANZ.
- 2.2 Where the deduction is made, the beneficiary will receive less than the payment amount specified in your instructions.
- 2.3 If the commissions, fees or other charges are passed to ANZ, then you will be required to reimburse ANZ for them.
- 2.4 At your request, ANZ will seek to obtain, within ten working days, details of the commissions, fees or other charges for specified Correspondent(s) used by ANZ. You acknowledge that ANZ's ability to obtain such details is reliant on the co-operation of the specified Correspondent(s).

3. DELAYED PAYMENT

- 3.1 Funds transferred overseas by ANZ should be available for payment to the beneficiary's account within forty-eight hours of ANZ accepting your instructions.

- 3.2 ANZ will not be liable for any costs, losses or damages if a Delayed Payment occurs and ANZ acted in good faith on your instructions.
- 3.3 You agree that ANZ may decide in its absolute discretion to delay your payment while ANZ seeks to confirm your instructions and the legitimacy of the payment, and/or your identity, to ANZ's satisfaction.
- 3.4 ANZ may contact you to confirm your instructions or your identity and may ask you to undertake further actions (such as an identification check). Without limitation to clause 6, if ANZ is unable to confirm your instructions or your identity to its satisfaction, then ANZ may delay, block or refuse to make payment and in doing so will not be liable for any costs, losses or damages caused or suffered as a result.

4. ENQUIRIES AND STOPPING OR CANCELLING A PAYMENT

- 4.1 In some limited circumstances, ANZ may be able to stop or cancel a transfer of funds.
- 4.2 Contact ANZ's International Customer Service line on 1800 681 683 (outside Australia + 61 3 9277 2499) to request ANZ to stop or cancel a payment, or request an enquiry.
- 4.3 You acknowledge that if ANZ agrees to stop or cancel a payment, ANZ will not return the funds to you until they are received by ANZ from the Correspondent. If the funds have not yet been sent by ANZ, they will be available to you on the same day that you made the request to stop or cancel the relevant payment. If you requested the funds to be withdrawn from an ANZ bank account, the funds will be returned to this account. Otherwise, the funds will be available at the branch at which you requested the International Money Transfer.
- 4.4 Where you request ANZ to stop or cancel a payment or transfer of funds, ANZ will charge you fees in accordance with these terms and conditions. The fees are applicable regardless of whether or not we are successful in stopping or cancelling the payment. You acknowledge that Correspondents may also charge a fee and that this will be deducted from the returned funds. You agree to indemnify ANZ for any loss that occurs as a result of ANZ agreeing to stop or cancel a payment, which includes any loss as a result of any foreign exchange movement between and including the date of the original

conversion of your funds and the date you are notified by ANZ of the return of the payment. ANZ will convert the value of the returned payment into Australian Dollars using ANZ's applicable prevailing rate on the day you are notified by ANZ of the return of the payment.

5. INSTRUCTIONS GIVEN BY TELEPHONE TO STOP OR CANCEL A PAYMENT

- 5.1 When giving instructions by telephone, you will need to provide ANZ with Identification Information. You acknowledge that ANZ will rely on the Identification Information. You also acknowledge that making Identification Information available to other people increases the risk of fraud. Except in the case of fraudulent or negligent conduct by an employee or agent of ANZ, ANZ is not liable for any loss that arises from Identification Information being available to other people. ANZ may rely on all instructions received from any person using the Identification Information.
- 5.2 You agree to indemnify ANZ for any loss, cost, expense or other liability (including any charges) sustained or incurred by ANZ as a result of ANZ acting in good faith on your verbal instructions.

6. ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING (AML/CTF) AND SANCTIONS

- 6.1 You agree that ANZ may delay, block or refuse to process any transaction without incurring any liability if ANZ suspects that the transaction:
- (a) may breach any laws or regulations in Australia or in any other country;
 - (b) involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United Nations, the European Union or any country; or
 - (c) may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.

6.2 You must provide all information to ANZ which ANZ reasonably requires in order to manage anti-money laundering or counter-terrorism financing and economic and trade sanctions risk or to comply with any laws or regulations in Australia or any other country.

6.3 You agree that ANZ may disclose any information concerning it or any person named in the payment instruction to:

- (a) any law enforcement, regulatory agency or court where required by any such law or regulation in Australia or elsewhere; and
- (b) any correspondent ANZ uses to make payment for the purpose of compliance with any such law or regulation.

6.4 Unless you have disclosed to ANZ that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering into these terms and conditions.

6.5 You declare and undertake to ANZ that the processing of any transaction by ANZ in accordance with your instructions will not breach any laws or regulations in Australia or any other country.

7. ANZ'S FEES

7.1 ANZ's fees for this service are as follows:

- (a) Issuance:
 - International Money Transfer (IMT) over the counter \$32.00
- (b) Other additional fees and charges:
 - Cancelling an IMT after it has been requested \$25.00 plus any out of pocket expenses
 - Making enquiries regarding a payment \$25.00
 - Return of the payment by the Correspondent \$25.00 plus any out of pocket expenses

7.2 You agree that ANZ may debit your account for any fees, commissions or other charges and expenses as outlined in these terms and conditions.

8. PRIVACY

8.1 Where ANZ collects any personal information in connection with your application, it does so in order to carry out your instructions and to comply with applicable laws.

8.2 ANZ may disclose that information to the beneficiary's bank, a Correspondent, SWIFT, or any relevant government authorities.

8.3 You may request access to your personal information by calling 13 33 50 or at any of ANZ's branches.

9. CODE OF BANKING PRACTICE

If you are an individual or a small business (as defined in the Code of Banking Practice), the Code of Banking Practice applies to this transaction. You can obtain from ANZ upon request general descriptive information about ANZ's banking services, including (1) ANZ's complaint handling procedures, (2) ANZ's obligations regarding the confidentiality of your information and (3) the advisability of you reading the terms and conditions applying to each banking service that ANZ provides to you.

10. MAKING A COMPLAINT

If ANZ makes a mistake, or ANZ's service does not meet your expectations, ANZ wants to know. At ANZ we are committed to providing our customers with a better level of service. To contact us, you may call our Customer Response Centre on 1800 805 154 or lodge a complaint online at yourfeedback@anz.com

11. GLOSSARY

Within these terms and conditions, the following words have the following meanings:

You: The person/s or entities named as the Applicant in these terms and conditions. If there is more than one Applicant, 'you' means all of them together and each of them individually.

Correspondent: Another bank or agency chosen by ANZ to effect payment of the funds (including conversion of the funds if and when required) directly or indirectly to the beneficiary's bank and

includes any intermediary correspondent.

Delayed Payment: A transfer of funds, for reasons outside ANZ's control, occurs more than forty eight hours after ANZ has accepted your instructions.

Identification Information: The information ANZ requires you to provide when you are giving instructions by telephone. It will include either a security code or the balance of the ANZ account from which funds are to be withdrawn for the International Money Transfer and your address.

SWIFT: The Society for Worldwide Interbank Financial Telecommunication (S.W.I.F.T) that supplies standardised and secure messaging services and interface software to the financial industry worldwide.

12. AGREEMENT AND AUTHORISATION

12.1 By signing these terms and conditions for International Money Transfer you acknowledge and agree that:

- (a) You have read and understood these terms and conditions and agree to be bound by them.
- (b) You warrant and confirm that all particulars you have provided to ANZ in connection with this application are true and correct.
- (c) In order to complete an International Money Transfer request, it will be necessary for ANZ to transfer certain personal information including your name and address to a recipient outside of Australia. You consent to such transfer.
- (d) You authorise ANZ to debit your account nominated in the 'Payment From' or 'Charges From' sections in these terms and conditions, with the total payment, commission (if any), other fees, costs and duties specified in these conditions.

12.2 You confirm that the amount to be transmitted is:

Authorised signatory/Agent's signature

Date

Authorised signatory/Agent's signature

Date

