

# *ANZ Fast Deposit Conditions of Use*



## **1. About these Conditions of use**

These Conditions of Use operate in conjunction with and must be read with the terms and conditions applicable to the ANZ account(s) to which you make deposits using this service. These Conditions of Use prevail in respect of your use of the ANZ Fast Deposit.

## **2. Acceptance**

You accept these conditions of use if you or an Authorised User uses a Bag.

## **3. Authorised User**

You must ensure that each Authorised User complies with these Conditions of Use.

## **4. How to use ANZ Fast Deposit – Unaccompanied Deposits**

- 4.1 ANZ Fast Deposit can be used to make an unaccompanied Deposit to a single ANZ account of either:
  - 4.1.1 Cash only; or
  - 4.1.2 Cash with cheques, money orders, other negotiable instruments or in the case of a merchant, Merchant Envelopes.
- 4.2 ANZ Fast Deposit can be used by placing the deposit into a Bag and handing the Bag to an officer at an ANZ branch or agency of ANZ or depositing the bag in a Fast Deposit Drop Box.
- 4.3 A separate Bag must be used for deposits to each account.

## **5. Using the Bag**

- 5.1 You must follow the “Instructions” on each Bag when using ANZ Fast Deposit. Otherwise ANZ may, in its discretion, return a Bag to you without processing or completely processing the deposit.
  - 5.1.1 You must adhere to the maximum coin values denoted on the Bag.

- 5.1.2 You will need to prepare a separate deposit / Bag if your coins exceed the maximum coin values denoted on the Bag.
- 5.2 All Bags remain the property of ANZ and must be returned to ANZ on request.
- 5.3 You will not place anything flammable, explosive, harmful, noxious or dangerous in a Bag.

## **6. Preparing your deposit**

- 6.1 Separate your notes and coins into denominations and count.
- 6.2 Total any cheques, money orders, Merchant Envelopes and other negotiable instruments.
- 6.3 Complete a deposit slip
- 6.4 Record the following details on the Bag:
  - 6.4.1 Your contact and account deposit details; and
  - 6.4.2 Cash summary (breakdown of denominations for notes, total amount of coins and the total of cash).
- 6.5 Place Australian dollar notes, coins and paper items in the Bag
  - 6.5.1 Ensure notes and coins are placed in the “cash only” pouch.
  - 6.5.2 Place deposit slip, cheques, money orders, Merchant Envelopes, travellers cheques (Australian currency only) and other negotiable instruments in the cheque pouch.
  - 6.5.3 Do not fill either pouch above fill lines marked on the bag
- 6.6 Seal both pouches on the Bag as follows:
  - 6.6.1 Work on a flat surface.
  - 6.6.2 Remove any trapped air from the Bag.
  - 6.6.3 Peel off tape to expose adhesive and– press adhesive down firmly from centre to edges to ensure a firm and secure seal.

## 6. Lodging Bags

- 6.1 Bags handed to an officer of ANZ at an ANZ branch or agency of ANZ on a Banking Business Day will be treated as received on that Banking Business Day.
- 6.2 A Bag placed in a Fast Deposit Drop Box before the time displayed on the Fast Deposit Drop Box will be treated as received on that Banking Business Day. Otherwise the Bag will be treated as received on the next Banking Business Day.

## 7. Processing of Deposits

- 7.1 ANZ may in its discretion reject or return a Bag if:
  - (a) the deposit is not in Australian currency – cash or negotiable items (other than pre-agreed Foreign Currency Cheques);
  - (b) the Bag is not properly sealed or it has been opened or otherwise tampered with; or
  - (c) the deposit does not comply with these conditions of use.
- 7.2 Third Party Cheques must not be deposited using ANZ Fast Deposit unless previously agreed between you and ANZ. If ANZ credits the cheques to your ANZ account (whether or not there is an arrangement between you and ANZ) you will be liable to ANZ for any loss ANZ incurs arising from your depositing the cheque and ANZ may debit your account for the amount of any such loss. The Cheque may be returned to you.
- 7.3 Unless previously agreed, ANZ will not process a Foreign Currency Cheque. If ANZ does, this amount may be processed separately and credited as a separate amount to the ANZ account.
- 7.4 Delays may be experienced in the conversion to Australian dollars of Foreign Currency Cheques or Notes. Conversion fees apply. For more information, please refer to the 'ANZ Personal Banking General fees and Charges' booklet.

- 7.5 On the Banking Business Day the Bag is treated as received by ANZ in accordance with these Conditions of Use, ANZ will credit the nominated ANZ account with the amount recorded on the deposit slip inside the cheque pocket of the Bag. In most cases you will be given same day value for that amount. However, ANZ reserves the right to count the contents of a Bag at a later time and to make adjustments for any discrepancies between the amount recorded on the deposit slip and the amount in that Bag.
- 7.6 Bags may be opened and the contents may be counted under video surveillance.
- 7.7 If the amount recorded on a deposit slip differs from the amount in the Bag, ANZ will notify you of the action taken and if ANZ has credited the ANZ account with the amount on your deposit slip, ANZ reserves the right and you authorise ANZ to:
- (a) debit the ANZ account with any shortfall; or
  - (b) credit the ANZ account with any excess.

ANZ's count will be deemed accurate and conclusive evidence of the amount in the Bag.

- 7.8 If you did not enclose a deposit slip in a Bag, ANZ may count the contents of the Bag and credit the ANZ account you have specified on the Bag with the total amount of the contents of the Bag.
- 7.9 All lodgings of Merchant Envelopes are subject to the terms and conditions of the applicable merchant agreement between you and ANZ authorising you to carry out transactions using credit or debit cards accepted by ANZ.
- 7.10 Delays in processing the contents of the Bag (and, therefore in crediting your account) may occur in the event of incorrect preparation of Bags or deposit details.

## **8. Bags – Unsealed/Tampered With**

8.1 If ANZ receives a Bag which is not properly sealed or has been tampered with, ANZ may refuse to accept it.

ANZ may:

- (a) count the contents and credit the ANZ account for that amount and notify you if this amount is different to the amount specified on your deposit slip; or
- (b) notify you, in which case you can collect the Bag from the ANZ branch where it was deposited.

## **9. Agent**

You agree and consent to us authorising an agent to perform for us any one or more of the tasks involved in:

- (a) collecting, accessing and perusing your information and checking and verifying the contents of any Bag in order to process each deposit made by you; and
- (b) generally administering your deposits in accordance with these Conditions of Use.

## **10. ANZ Liability**

10.1 ANZ is not responsible or liable to you for any:

- (a) discrepancy between the ANZ count and your count of the contents of any Bag or Merchant Envelope; or
- (b) loss or theft from or of a Bag unless you have received an acknowledgement of lodgement from ANZ.

10.2 ANZ is not responsible to you for any loss or damage which occurs if you have breached your obligations under these Conditions of Use or act negligently or fraudulently when using ANZ Fast Deposit.

- 10.3 ANZ is not liable for any delay in acting upon instructions from you or an Authorised User which results from the temporary breakdown of, or interruption to, ANZ Fast Deposit, or any other circumstances beyond ANZ's reasonable control.
- 10.4 To the extent permitted by law, ANZ will not be responsible for any loss or damage (including consequential loss or damage) suffered in relation to use of, or inability to use, ANZ Fast Deposit, unless the loss or damage is attributable to the negligence or wilful default of ANZ, or breach of a condition or warranty implied at law in contracts for the supply of goods and services which may not be excluded, restricted or modified or only to a limited extent.
- 10.5 You will be liable for, and indemnify ANZ against, any loss or damage ANZ may suffer because you or an Authorised User did not observe your obligations under these Conditions of Use or acted negligently or fraudulently when using ANZ Fast Deposit.
- 10.6 It is your responsibility to retain details of non cash items deposited, so that in the event of any loss or damage you are able to approach the drawer for a replacement.

## **11. Concerns and Disputes**

Please refer to the terms and conditions applicable to the ANZ account(s) to which you make deposits using this service for information on the steps you need to take if you have a concern or dispute with ANZ.

## 12. Glossary

In these Conditions of Use the following words have the following meanings:

**ANZ** refers to Australia and New Zealand Banking Group Limited ABN 11 005 357 522 .

**ANZ account** refers to any ANZ account held by you to which you make deposits using ANZ Fast Deposit.

**ANZ Fast Deposit** refers to the service you may use to make unaccompanied deposits in accordance with these Conditions of Use.

**Authorised User** refers to any third party authorised by you to use ANZ Fast Deposit to make unaccompanied deposits in accordance with these Conditions of Use.

**Bag** refers to the “Tamper Evident Bag” issued to you by ANZ to make unaccompanied deposits in accordance with these Conditions of Use. Bag may, if applicable, also refer to a special purpose bulk coin bag issued by ANZ for use with ANZ Fast Deposit.

**Banking Business Day** refers to any day in Australia from Monday to Friday on which ANZ is open for business in your metropolitan area, town, State or Territory.

**Fast Deposit Drop Box** refers to a box located inside or outside an ANZ Branch and marked “Fast Deposit Drop Box”.

**Foreign Currency Notes** refers to notes in a currency other than Australian.

**Foreign Currency Cheque** refers to a cheque denominated in a currency other than Australian dollars or drawn on a Bank domiciled outside Australia.

**Instructions** refers to the instructions on the Bag applicable to its use. All such instructions form part of these Conditions of Use.

**Merchant Envelope** refers to an envelope provided by ANZ to you, if you are a merchant, to make deposits of credit card sales vouchers.

**Third Party Cheque** refers to a cheque for which the named payee differs from the name of the account to which the cheque is being deposited.

**You and your** refers to the ANZ customer who uses ANZ Fast Deposit. Where you have applied jointly with one or more persons, the rights and obligations contained in these Conditions of Use will apply to each person jointly and severally.

