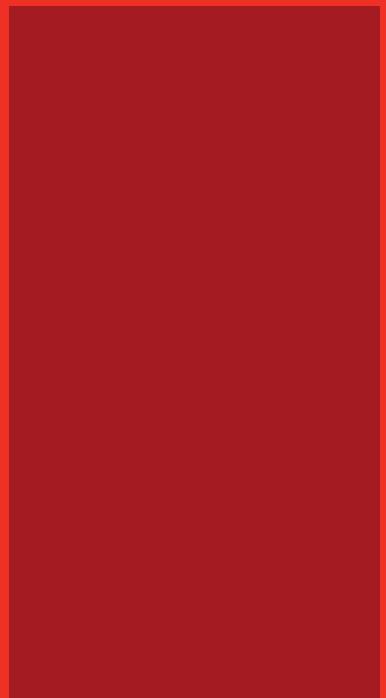


# Business Express Deposit

The convenient and secure way to deposit  
your business cash and cheques.





# Conditions of Use.

## 1. Introduction

### 1.1 Agreement to these Conditions of use.

Westpac Banking Corporation ABN 33 007 457 141 (“Westpac”) agrees to allow you to conduct Business Express Deposit banking on the conditions set out in these Business Express Deposit Conditions of Use. Any use of our Business Express Deposit service will be taken as your agreement to comply with these Conditions of Use.

### 1.2 Our obligation to you.

It's our commitment to make all the details about your banking as clear as we possibly can. These Conditions of Use provide you with all the information you need regarding the Business Express Deposit service that we provide. If there's anything in these Terms and Conditions that you'd like to clarify or know more about, simply contact your Relationship Manager or visit any branch.

## 2. Privacy Statement and Consent Request

### Privacy Statement.

Our Privacy Statement explains how we collect, use and disclose your personal information and credit-related information. Our Privacy Statement also provides information about how you can access and correct your personal information, and make a complaint and is available at [westpac.com.au/privacy/privacy-statement/](http://westpac.com.au/privacy/privacy-statement/) or by calling us on 132 032.

In certain circumstances, additional documents might also apply to our collection, use and disclosure of your personal information (including sensitive information).

- If you verify your identity electronically, our Electronic Verification Notice contains further information about how we collect, use and disclose your personal information.
- If you require additional support to do your banking, our Vulnerable Customer Notice contains further information about how we collect, use and disclose your personal information (including sensitive information).
- If you make a hardship application, our Hardship Information Collection Notice contains further information about how we collect, use and disclose your personal information (including sensitive information).

### Marketing Communications.

We will use your personal information to send you offers for products and services we believe may be of interest and value to you (including by email, SMS or other means) unless you have previously told us that you do not want to receive marketing offers from us. The products and services offered may be provided by us or one of our third-party partners. If you do not want to receive direct marketing offers from us, you can manage your marketing preferences in your online banking profile, let us know using the contact details in our [Privacy Statement](#) or follow the opt-out instructions in the message.

## 3. What to do if you have a problem or dispute

### Our service approach.

If you have any problems with the service that we provide, we would like to hear about them. When you provide feedback, we have an opportunity to improve our service to you. When we make a mistake or our service does not meet your expectations, please be assured that we will do all we can to find a solution for you in the fastest possible time. We will take action when things go wrong because problem resolution is a priority to us.

### If you have a complaint.

It is your responsibility to, firstly, notify us of the situation. Your first point of contact should be your Relationship Manager or branch. In the vast majority of cases, complaints can be dealt with quickly without further intervention.

You may also contact us 24 hours a day, 7 days a week from anywhere in Australia, by:

- 📞 1300 130 467
- ✉️ via our website – [westpac.com.au](http://westpac.com.au) and click on ‘Contact Us’
- 📠 1300 655 858
- 🏡 Reply Paid 5265, Sydney NSW 2001.

We will aim to resolve the matter when you first contact us. If we cannot resolve your issue there and then, we will:

- Let you know who is handling your complaint
- Keep you informed of what is happening
- Aim to resolve your complaint within 5 working days.
- If you are not satisfied with our response, you may be able to file a complaint with the

**Australian Financial Complaints Authority:**

**Online:** [afca.org.au](http://afca.org.au)

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Phone:** 1800 931 678 or

**Mail:** Australian Financial Complaints Authority  
GPO Box 3 Melbourne VIC 3001.

## 4. Conditions of use

### 4.1 Introduction.

- 4.1.1 These Conditions of Use govern Business Express Deposit banking at Westpac.
- 4.1.2 It is important that you read these Conditions of Use carefully and retain them for future reference. In particular, clause 8 limits Westpac's liability. In view of this limited liability you should check that all relevant risks are covered by your own insurance. Westpac's liability for the contents of your Business Express Deposit is limited to the extent outlined in these terms and conditions and you are responsible for insurance requirements beyond Westpac's liability. We suggest that when consulting your insurer or your insurance broker you produce these Conditions of Use.
- 4.1.3 These Conditions of Use apply at any time you conduct Business Express Deposit banking.
- 4.1.4 Business Express Deposits are able to be Lodged with Westpac at Approved Branches by such methods of delivery as approved by Westpac from time to time.
- 4.1.5 Lodgement must be made at a Westpac Specialised BED Branch where you:
  - a) make Lodgement of Business Express Deposit Bags using a Third Party Security Service Provider; or
  - b) deposit more than 20 Business Express Deposit Bags per day.

Volumes must not exceed 20 Business Express Deposit Bags per day where Lodgement is made at other than a Westpac Specialised BED Branch. Special conditions apply where you deposit more than 20 Business Express Deposit Bags per day or where you use a Third Party Security Service Provider to Lodge your Business Express Deposits with Westpac.

## 5. Operation of business express deposit

### 5.1 General.

- 5.1.1 You are permitted to place only the following in the Business Express Deposit Bag:
  - 5.1.1.1 cash; and/or
  - 5.1.1.2 cheques; and
  - 5.1.1.3 deposit slips.In all cases, items placed in the Business Express Deposit Bag must be Australian currency or (in the case of cheques) be payable in Australian currency amounts and must be for deposit to Australian domiciled Australian dollar currency accounts with Westpac.
- 5.1.2 Before making a Lodgement, any cash deposited must be placed in the compartment of the Business Express Deposit Bag marked for cash and any cheques and deposit slips must be placed in the compartment marked for deposit slips and cheques.
- 5.1.3 You must ensure a deposit slip correctly records all details of your deposit that is included in each Business Express Deposit Bag used to make a deposit through Business Express Deposit service. If your deposit includes cheques, you must complete the cheque details on the deposit slip and keep a copy of the cheque listing including the drawer of the cheque and bank and branch on which it is drawn for use in case a Business Express Deposit Bag is lost or damaged.
- 5.1.4 Delays in processing the contents of the Business Express Deposit Bag (and, therefore, in crediting your account) may occur in the event of incorrect preparation of Business Express Deposit Bag or completion of deposit details as indicated above. Delays may also occur where a high volume of Business Express Deposit Bag are Lodged.

## **5.2 Use of Security Service.**

- 5.2.1 If you engage a Third Party Security Service Provider to effect deposits on your behalf, such deposits will be treated and processed as if made by you.
- 5.2.2 We may instruct our Security Service to perform the count of the contents of the Business Express Deposit Bag. In such cases the count of the Security Service will be our count.
- 5.2.3 The provisions of clause 7 apply to processing your Business Express Deposit Bag where you engage a Third Party Security Service Provider or we use our Security Service except as modified above.
- 5.2.4 You agree that we may use a Security Service to process your deposit and that such Security Service may become aware of your banking details. We will ensure that any Security Service we use is required to protect the confidentiality of your banking details.

## **6. Fees and charges**

- 6.1 You agree to pay all fees and charges applicable to your use of the Business Express Deposit Service, including the applicable fee for the acquisition of Business Express Deposit bags.
- 6.2 We may charge a nominated account you have with us with any fees and charges payable for the Business Express Deposit Service.
- 6.3 Charges means any charge for the repair or replacement of any of the items and any costs of complying with any law or court order (see clause 9).
- 6.4 Please refer to your relevant account terms and conditions for information on current fees and charges, including for the Business Express Deposit Service, or by requesting this information from any Westpac branch.

## **7. Processing your deposits (if you are not present during opening of Business Express Deposit Bag and counting)**

- 7.1 Once we accept a Business Express Deposit Bag over the counter at a branch and if you do not wait for us to count the deposit or retrieve the Business Express Deposit bag from a Lodgement Device, we may credit your account for the amount recorded on your deposit slip before we count the amount of the deposit. In most cases, you will be given same day value for Lodgements received before 3pm on a Business Day for the amount referenced on the deposit slip provided by you ("Said to Contain" value). However, we may make adjustments later if discrepancies are found when we perform our count of the amount within the Business Express Deposit bag. If we receive your Business Express Deposit Bag after 3pm and the next day is a non-Business Day, we may not process your Business Express Deposit Bag until the next Business Day.
- 7.2 If you deposit a Business Express Deposit Bag with a Westpac Specialised BED Branch you authorise a Security Service to deal with the deposit on our behalf as if it were us.
- 7.3 If the deposit slip which you enclose in your Business Express Deposit Bag inaccurately records the amount in your Business Express Deposit Bag and we have credited your account with the amount recorded on the deposit slip you authorise us and we will make adjustments to correct the inaccuracy in the following ways:
  - debit your account with any shortfall we establish; or
  - credit your account with any excess we count.Our count of the amount in the Business Express Deposit Bag is deemed as the final amount and we will make adjustments (as described above) against this amount. If you did not enclose a deposit slip recording an amount in the Business Express Deposit Bag we will count the contents of the Business Express Deposit Bag and credit your account after we have completed the count. If any of the things above happen, we will notify you as soon as practicable of what we have done by mailing a notification to you identifying the discrepancy.
- 7.4 If you wait while we count the contents of the Business Express Deposit Bag the deposit will be processed as a normal deposit.

## **7.5 Third Party Cheques.**

- 7.5.1 You must ensure that all cheques that are made payable to a third party are correctly endorsed prior to inclusion in the Business Express Deposit Bag.
- 7.5.2 We may deduct the value of improperly endorsed third party cheques and third party cheques not presented in accordance with our requirements from the amount of the deposit and return these cheques to you.

# **8. Our limited liability**

## **8.1 Our limited liability to You.**

- 8.1.1 We shall not be liable to you for:
  - 8.1.1.1 direct loss except as outlined in 8.1.3 and 8.1.4 below;
  - 8.1.1.2 any indirect, special or consequential loss or damage (including loss of profit);
  - 8.1.1.3 the face value of cheques contained in a Business Express Deposit Bag. It is your responsibility to ensure that you retain details of non-cash items deposited so that in the event of loss or damage you can approach the drawer for a replacement; other than any loss or damage you suffer that is directly caused by our negligence or in relation to any breach of these terms and conditions by us.
- 8.1.2 Before Lodgement we have no liability to you for any loss or damage arising from loss of or damage to a Business Express Deposit Bag or its contents.
- 8.1.3 Between the time of Lodgement and the contents of the Business Express Deposit Bag being counted, our maximum liability to you for loss or damage (as distinct from discrepancies) to the cash component of Business Express Deposit Bags Lodged (irrespective of the number of Business Express Deposit Bags deposited) is as follows:
  - 8.1.3.1 For over the counter at a branch we will accept liability for up to the "Said to Contain" value.
  - 8.1.3.2 In the case of Lodgement through a Lodgement Device we will accept liability for up to the "Said to Contain" value from the time of Lodgement.

- 8.1.4 After we have counted a Lodgement and credited the amount into your account, our liability is governed by the terms and conditions which apply to your account with us and clause 7 of these Conditions of Use.
- 8.1.5 The placement of your Business Express Deposit Bag via Lodgement Devices does not create a bailment relationship between you and Westpac.
- 8.1.6 We will not be responsible to you for any loss or damage which directly results from you breaching these Conditions of Use.
- 8.1.7 Where you provide any item to a Third party Security Service Provider you do so at your own risk. We will not be responsible to you for any loss or damage which occurs as a result of any action, omission or negligence of the Third party Security Service Provider.
- 8.1.8 We will not be liable to you for any loss or damage to the Business Express Deposit Bag or its contents if you Lodge the incorrect Business Express Deposit Bag in the Night Safe.
- 8.1.9 You indemnify Westpac against any actions, proceedings, claims, demand, damages, costs, and expenses incurred by Westpac by reason of any unlawful, fraudulent, criminal or money laundering activity performed by you and relating to your use of the services under these Conditions of Use.

# **9. Our responsibilities**

## **9.1 Compliance with court orders and law by us.**

- 9.1.1 If we are required by any court order or law:
  - 9.1.1.1 to deliver any Business Express Deposit Bag to any person other than you;
  - 9.1.1.2 to allow any person other than you to inspect the contents of any Business Express Deposit Bag;
  - 9.1.1.3 not to deposit the contents of any Business Express Deposit Bag into your account; or
  - 9.1.1.4 not to deliver the contents of any Business Express Deposit Bag to you, then we will comply with that court order or law.

9.1.2 We will not be liable to you for any loss or damage you may suffer because of our compliance with the requirements as outlined in 9.1.1.

## 9.2 Financial crimes monitoring.

- 9.2.1 In order for Westpac to meet its regulatory and compliance obligations relating to money laundering and financing of terrorism, you acknowledge and agree that (despite any other provision of these terms and conditions):
- 9.2.1.1 transactions may be delayed, blocked or refused where we have reasonable grounds to believe that they breach Australian law or the law of any other country;
  - 9.2.1.2 we may from time to time require additional information from you in relation to your use of this service (including a transaction affected by the steps described in 8.2.1.1) to assist us in meeting our regulatory and compliance obligations;
  - 9.2.1.3 where legally obliged to do so, we may disclose information gathered in connection with your use of this service to regulatory and/or law enforcement agencies; and
  - 9.2.1.4 you must not initiate, engage in or effect a transaction that may be in breach of Australian law (or the law of any other country).

## 10. Banking Code of Practice

- 10.1 We have adopted the Banking Code of Practice (Banking Code). The Banking Code sets out the standards of practice and service for Australian banks to follow when dealing with certain customers.
- 10.2 If we provide you with a 'banking service' and you are an 'individual' or a 'small business' (each term as defined in the Banking Code), the relevant provisions of the Banking Code will apply in addition to, and prevail to the extent of any inconsistencies with, these terms and conditions.
- 10.3 You can obtain a copy of the Banking Code from our website or [www.ausbanking.org.au](http://www.ausbanking.org.au), our Transactional Banking Client Managers or any of our branches. Please let us know if you would like to discuss whether or not the Banking Code will apply to you.

# 11. Other

## 11.1 Drawings.

These Conditions of Use do not permit you to draw against any cash or cheques available for immediate deposit, using Business Express Deposit until they have been paid in and cleared in the ordinary course of business, unless other arrangements have been made with your account manager.

## 11.2 Assignment.

You cannot assign your rights under these Conditions of Use.

## 11.3 Variations to the Fees and or Conditions of Use.

- 11.3.1 We may vary fees and charges (other than a government charge) or introduce new fees and charges in relation to the use of the services covered by these Conditions of Use at any time. We will notify you at least 30 days in advance.
- 11.3.2 We may add or vary a government charge at any time. We will notify as soon as practicable after the government notifies us (unless the change has been publicised by the government).
- 11.3.3 We may change these Conditions of Use (other than a fee or charge to which the previous paragraphs apply) at any time. We will notify you as soon as reasonably possible (which may be before or after the change) or, if we believe the change is unfavourable to you, we will give you at least 30 days' prior notice.
- 11.3.4 We will notify you of all variations to these Conditions of Use or fees by either:
  - 11.3.4.1 Mailing the notice to your last known address held by us and you will be deemed to have received the notice 48 hours after we have posted the notice.
  - 11.3.4.2 Delivering the notice to you personally; or
  - 11.3.4.3 Publishing the notice in a newspaper available generally in your State or Territory.
- 11.3.5 Notwithstanding anything else in this clause 11.3, advance notice of a change to these Conditions of Use may not be given in some circumstances, for example, when a change is necessitated by an immediate need to restore or maintain the security of our systems or where you cannot be reasonably located. We can also give a shorter notice period (or no notice) if it is

reasonable for us to manage a material and immediate risk.

## 11.4 Governing law.

These conditions are governed by the laws of the State or Territory in which the Business Express Deposit is deposited with Westpac.

## 11.5 Privacy.

You must comply with the *Privacy Act 1988* (Cth) in relation to any personal information you provide to us, including the personal information of another person, in connection with these Terms and Conditions, and if you engage in activities in a jurisdiction other than Australia, you must comply also with the privacy laws in that jurisdiction.

## 11.6 External Service Providers.

We may subcontract any of our rights and obligations to another person in Australia or overseas.

We may, acting reasonably, disclose or share information you provide to us with external service providers for the purpose of providing the services to you under these Conditions of Use. Details of the countries where the overseas recipients are likely to be located are in our privacy statement which is available at [westpac.com.au/privacy/privacy-statement](http://westpac.com.au/privacy/privacy-statement).

# 12. Definitions

## 12.1 In these Conditions of Use:

'Approved Branch' means a branch of Westpac available to accept Lodgements.

'Business Day' means any day on which the Westpac branch at which you operate our Business Express Deposit is open for ordinary banking business but does not include weekends, public holidays or bank holidays.

'Business Express Deposit Bag' means the bag given to you by us for the purpose of Lodgement.

'Direct Pick-Up' means collection by a Security Service arranged through us.

'In Branch Express Deposit Box' means, when available, a container located within an Approved Branch for the purposes of Lodgement.

'Items' means any items issued by us to you for the use of our Business Express Deposit.

'Lodgement' means deposit of a Business Express Deposit Bag by a method approved by us and includes:

- Over the counter at one of our branches.
- Direct Pick-Up (by special arrangement only).

• Lodgement Device.

• Such other method of Lodgement as approved by us from time to time. We may add, remove or discontinue specific methods of Lodgement at any time.

Lodgement over the counter does not take place until the Business Express Deposit Bag has been handed to an officer of Westpac.

Lodgement for Direct Pick-Up takes place once the Security Service acknowledges receipt for the Business Express Deposit Bag.

When using a Lodgement Device, a Lodgement does not take place until the Business Express Deposit Bag is retrieved from the Lodgement Device by or on behalf of Westpac and recorded on a register maintained for the purpose of recording retrieved Business Express Deposit Bags.

References to 'Lodge' and 'Lodging' have a corresponding meaning to 'Lodgement'.

'Lodgement Device' means, where available, In Branch Express Deposit Box, Night Safe, Offsite Night Safe or such other receptacle as approved by us from time to time for Lodgement of a Business Express Deposit Bag.

'Night Safe' means a specific Night Safe or other Lodgement Device located at one of our Approved Branches for which you have been issued an access card or key to the door if we have agreed to your use of this method of Lodgement. Unless we specifically refer to Offsite Night Safe a reference to Night Safe includes Offsite Night Safe.

'Offsite Night Safe' means a specific Night Safe located away from one of our branches for which you have been issued a key to the door if we have agreed to your use of this method of Lodgement.

'Security Service' means the third party security service provider engaged by us to perform services under this Agreement, including the delivery of Business Express Deposit Bag from you to us.

'Third Party Security Service Provider' means the third party security service provider (such as a courier) engaged by you to deliver Business Express Deposit Bags from you to us.

'Westpac', 'our', 'we' or 'us' means Westpac Banking Corporation (ABN 33 007 457 141).

'Westpac Specialised BED Branch' means a branch, where Business Express Deposit Bags which are received at that branch are outsourced by Westpac to a Security Service for processing.

'You' or 'your' means each customer who conducts Business Express Deposit Banking on the conditions set out in these Business Express Deposit Conditions of Use. This page

