

# Cheque Cashing Authority Service Agreement

Between: WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141 ("Westpac")

And: ..... A.B.N. .... ("Company")

and dated.....of .....20 .....

## 1. GENERAL OUTLINE OF SERVICE

Westpac will usually only cash the Company's cheques at the Westpac branch where the cheque account is maintained (the "account branch").

If the Company requests Westpac to do so, using a form of request agreed with Westpac, (the "Company's request"), Westpac will arrange for the account branch to establish a cheque cashing authority at other Westpac cashing branches.

## 2. WHAT CHEQUES DOES THIS AGREEMENT APPLY TO?

Cheques presented for cashing by Westpac that appear to be intended for cashing under a cheque cashing authority requested by the Company.

Depending on the Company's request these may include cheques which are crossed or crossed "not negotiable", and if crossed, "opened" or "not opened".

It does not matter that the cheque cashing authority was issued before or after the date of this Agreement.

## 3. WHEN DOES A CHEQUE "APPEAR TO BE INTENDED FOR CASHING"?

In its request the Company will list the things that will appear on all of the cheques that it intends to be cashed under that cheque cashing authority.

The cashing branch will check cheques presented for cashing against that list. The cashing branch will also check that the cheque is properly signed and, if requested, will also check that the person presenting the cheque is an authorised recipient (as defined in the Company's request).

## 4. HOW WILL WESTPAC CHECK THAT CHEQUES ARE PROPERLY SIGNED?

Westpac's cashing branch will compare the signatures that appear on the face of the cheque with the most current specimens held by it. The account branch will not usually be responsible for copying changes in signatories to the cashing branch. If it is, then it is not responsible for delays in the transmission of those changes.

## 5. HOW WILL WESTPAC CHECK THAT THE PERSON PRESENTING THE CHEQUE IS AN AUTHORISED RECIPIENT?

If the Company in its request asks Westpac to check the identity of an authorised recipient, then, unless the Company's request requires otherwise, Westpac's cashing branch will require the person receiving the cash to sign the back of the cheque against the statement "Received in cash the amount stated on the face hereof" and will check that:

- (if the name of an individual appears in the payee space on the face of the cheque) it appears to be the same as the name of an authorised recipient on the most current list of authorised recipients held by it, or a name so similar to the name of an authorised recipient that it is reasonable in all the circumstances for the bank officer dealing with the matter to have assumed that the names were intended to be the same person and that;
- the signature appears to be the same as the specimen signature of an authorised recipient on the most current list of authorised recipients held by it.

## 6. WHO IS RESPONSIBLE IF A PERSON OTHER THAN THE INTENDED AUTHORISED RECIPIENT RECEIVES THE CASH, OR IF A CHEQUE CASHED BY WESTPAC WAS NOT INTENDED TO BE CASHED?

Westpac will be responsible to the extent that the loss suffered by it or the Company was caused by:

- a failure on the part of Westpac or its officers to act in accordance with the Company's request and this Agreement; or
- a fraudulent or bad faith act on the part of Westpac or its officers.

The Company will be responsible for losses resulting from any other cause, whether suffered by itself or Westpac, and whether or not Westpac or its officers (in the absence of this Agreement) might be considered negligent.

Examples of possible causes of loss are cases where cheques are issued in error, or are issued or cashed because of or partly because of fraud. Fraud may or may not be the fraud of a person employed by Westpac or the

Company, and might even occur with cheques that at the time that they are cashed belong to persons other than the Company.

“loss” includes costs, claims, damages, expenses or outgoings to or for which Westpac or the Company may become liable to pay to any person in consequence of Westpac complying in any respect with the Company’s request and this Agreement.

## **7. HOW MUCH DOES THE CHEQUE CASHING AUTHORITY SERVICE COST AND HOW WILL THE COMPANY PAY?**

Westpac will advise the Company of its standard fees and charges for cheque cashing authorities and of any changes to those fees and charges. Unless Westpac and the Company otherwise agree, the most recently advised standard fees and charges will apply.

Unless Westpac and the Company otherwise agree, those fees and charges will be debited by Westpac to the account of the Company that cheques under the cheque cashing authority are drawn on.

## **8. CAN CHEQUES INTENDED TO BE CASHED BE STOPPED?**

Yes, but the cashing branch must have received a request from the Company to stop the cheque at least 60 minutes before the cheque was presented.

## **9. PRIVACY STATEMENT**

### **Personal information**

We collect personal information from you to process your application, provide you with your product or service, and manage your product or service. We may also use your information to comply with legislative or regulatory requirements in any jurisdiction, prevent fraud, crime or other activity that may cause harm in relation to our products or services and help us run our business. We may also use your information to tell you about products or services we think may interest you.

If you do not provide all the information we request, we may need to reject your application or we may no longer be able to provide a product or service to you.

We may disclose your personal information to other members of the Westpac Group, anyone we engage to do something on our behalf, rewards program administrators and other organisations that assist us with our business.

We may disclose your personal information to an entity which is located outside Australia. Details of the countries where the overseas recipients are likely to be located are in our privacy policy.

As a provider of financial services, we have obligations to disclose some personal information to government agencies and regulators in Australia, and in some cases offshore. We are not able to ensure that foreign government agencies or regulators will comply with Australian privacy laws, although they may have their own privacy laws. By using our products or services, you consent to these disclosures.

We are required or authorised to collect personal information from you by certain laws. Details of these laws are in our privacy policy.

Our privacy policy is available at [westpac.com.au](http://westpac.com.au) or by calling 132 032. It covers:

- how you can access the personal information we hold about you and ask for it to be corrected;
- how you may complain about a breach of the Australian Privacy Principles or a registered privacy code and how we will deal with your complaint;
- how we collect, hold, use and disclose your personal information in more detail.

We will update our privacy policy from time to time.

### **Information about products and services**

We will use your personal information to contact you or send you information about other products and services offered by the Westpac Group or its preferred suppliers. Please call us on 132 032 or visit any of our branches if you do not wish to receive marketing communications from us.

## **OTHER ACKNOWLEDGMENTS AND CONSENTS**

- We may confirm the details of the information provided in this application which includes contacting your employer to confirm salary, address or other personal details.
- Where you have provided information about another individual, you must make them aware of that fact and the contents of the Privacy Statement.
- This application form is not an offer or acceptance of credit.

## **DEFINITIONS**

“We”, “our”, “us” means Westpac Banking Corporation ABN 33 007 457 141. “Westpac Group” means Westpac Banking Corporation and its related bodies corporate.

Dated the date that appears underneath the names of the parties on the first page of this Agreement.

For and on behalf of WESTPAC BANKING CORPORATION A.B.N. 33 007 457 141

by its duly authorised signatory

.....

For and on behalf of.....

[insert Company's name]

A.B.N.....

.....  
Signature

.....  
Signature

.....  
Name in full  
Director

.....  
Name in full  
\*Director/Secretary (\*delete one)

We confirm that we hold the offices stated under our signatures and that we are authorised to sign this Agreement on behalf of the Company.