



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 and consent request

Privacy statement.

All personal information and credit-related information we collect about you is collected, used and disclosed by us in accordance with our privacy statement which is available at westpac.com.au/privacy/privacy-statement or by calling us on 13 20 32. Our privacy statement also provides information about how you can access and correct your personal information, and make a complaint. You do not have to provide us with any personal information or credit information but, if you don't, we may not be able to process your application or request.

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.

10. 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.
- This application form is not an offer or acceptance of credit.

11. 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 ABN 33 007 457 141

By its duly authorised signatory

For and on behalf of
[Insert Company’s name]

ABN.

Signature

X

Name in full
Director

Signature

X

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.