



Licence to Use Safe (Vault)

(No longer available for sale)

Date

About the Customer

Primary customer's name (surname first) or company name and ACN or ABN

Primary customer key

Additional customer(s) name(s)

Customer keys

About the Safe

Vault size code

Safe number

Fees and deposit \$

Licence fee

Key deposit

Total

BSB & Account number for fee to be charged

BSB

System No.

Record Branch Register Number here ►

Agreement and Acknowledgment

I/We have read and accepted the terms and conditions that apply to this facility, and have been given a copy.
I/We hereby acknowledge **receipt of TWO KEYS for use in connection with the above safe.**

Signature Panel for Individuals. Section must only be completed if the customer is an individual.

Signature 1

Signature 3

Date

Signature 2

Signature 4

Signature Panel for Company or Organisation.
Section must only be completed if the customer is a Company or Organisation.

By a resolution of a legally constituted meeting of the organisation or the directors of the company (or equivalent officeholders where the organisation is not a company), as the case may be, authority was given to the person(s) named to sign this authority.

This authority is signed for and on behalf of (name of organisation):

by (signature)

and (signature)

Date

Name and official designation (eg director)

Name and official designation (eg director)

Names of Authorised Parties to operate the Safe Custody Service.
This section must only be completed if the customer is a Company or Organisation. Agents are no longer available for individuals.

Name of Authorised Parties required to operate the safe custody service.

Note: Please complete a separate Authority to Operate Safe Custody Service form for each individual to which you want to delegate authority to operate the service

Bank Use

Details of authorities held

Checking officer

All details verified and copy of the Terms & Conditions has been detached and given to customer

Accepting officer – Signature

Checking Officer – Signature

Date

Print name and title

Print name and title

Terms & Conditions

1 Use of the safe.

- 1.1 Subject to clause 9.1 you have the sole and exclusive right to use the safe for the storage of property, but:
- (a) you must not put in the safe any computer diskette or tape, film, any liquid, anything which may be explosive or dangerous, or which may become a nuisance to any person;
 - (b) you must comply with the Vault Rules and your obligations under this agreement;
 - (c) you must not enter the Vault without a Bank employee;
 - (d) you must not assign, sublet, mortgage or transfer any of your rights under this agreement.
- 1.2 To use this facility you must nominate a Westpac Bank transaction account for payment of any fees for this facility. If you close this account and do not wish to nominate another account, you will be requested to remove the contents of the safe.
- 1.3 For all new or varied Licence to use safe from 19 December 2022, any Licence provided for the right to use the safe is also conditional on:
- (a) all parties providing the Bank with the necessary identification information,
 - (b) the Bank carrying out any necessary verification checks; and
 - (c) this agreement is signed in accordance with the relevant authorities for all parties.

2 Vault Rules.

The Bank can make rules about:

- (a) the entry of persons to the Vault;
- (b) the conduct of persons in the Vault; and
- (c) when the Vault will be open.

The Vault Rules will be displayed outside the Vault and may be varied by the Bank from time to time.

3 Fees.

- 3.1 You must pay to the Bank:
- (a) a Key Deposit before the safe keys are handed to you;
 - (b) an annual fee (Licence fee), payable in advance for the use of the facility. This fee will be charged on the day you establish this facility and then on the anniversary of lodgement date. If you don't want to continue using the facility you must terminate the agreement in accordance with clause 9 before the anniversary of lodgement date otherwise the fee will be charged.
- 3.2 The Bank may debit any fees that are payable by you in relation to this service to a suitable Westpac Bank transaction account you nominate. If you do not pay any fees when due the Bank may:
- (a) refuse to give you or your agent access to the safe until they are paid; and/or

- (b) terminate this agreement, in accordance with clause 9.

- 3.3 The Key Deposit (equal to but no greater than the amount of your original key deposit) will be refunded to you when

- (a) the Licence expires or this agreement is terminated;
- (b) everything has been removed from the safe;
- (c) the safe keys are returned to the Bank; and
- (d) you have paid all moneys due under this agreement.

- 3.4 Information on current fees and charges is available on request.

4 Keys.

When this agreement is signed and you have paid the Licence fee and Key Deposit, you will be given keys to the safe. No duplicate keys will be kept by the Bank. If any of the keys are lost, stolen or damaged, the Bank will open or repair the box and provide new locks or keys.

5 Entry to the Vault and access to the safe.

- 5.1 The Bank may close the Vault at any time or stop any person entering the Vault if the Bank decides that is in your interests or the interests of other Licensees to do so.
- 5.2 You may only enter the Vault when you want to put something in the safe or take something out. You must leave immediately if a Bank employee asks you to.
- 5.3 To obtain access to the safe you must:
- (a) only come into the Vault during the advertised business hours;
 - (b) produce necessary identification for verification;
 - (c) sign an Access register; and
 - (d) produce your safe key.
- 5.4 Subject to clause 8, the Bank will refuse to give any person access to the safe if their name is not recorded as a Licensee or an agent of a Licensee, unless the Bank is under due compulsion of Law.
- 5.5 You acknowledge that the Bank will:
- (a) never know what is in the safe;
 - (b) not insure the safe or its contents;
 - (c) not be bailee of anything kept in the safe;
 - (d) not have possession, custody or control of anything kept in the safe. If something kept in the safe is lost, it will not be presumed that the safe has been opened by an unauthorised person.
- 5.6 The Bank's liability with respect to this service shall be limited to the extent permitted by consumer protection laws when supplied to you as a consumer or other applicable law. Subject to this, liability of the Bank shall be limited at the Bank's option to the supplying of the service again or the payment of the cost of having the service provided again.

Terms & Conditions (continued)

6 Appointment of an Agent.

- 6.1 For customers whose service is originated after 19 December 2022, the following applies:
The appointment of an Agent is no longer available on facilities.
- 6.2 For customers whose service was originated prior to 19 December 2022, the following clauses apply:
If you want to appoint an Agent to act on your behalf and have access to the safe, you must:
- (a) first obtain the Bank's consent (the person to be appointed must be acceptable to the Bank); and
 - (b) complete and sign the Bank's notice of an appointment of an agent and give it to the Bank.
- 6.3 You may revoke the Agent's appointment any time, but you must notify the Bank that you have done so. Until the Bank is notified, it may deal with the Agent as if he or she were you.
- 6.4 If more than one person is licensed under this agreement, all of them must sign the notice of appointment, but any one of them may notify the Bank that the Agent's appointment has been revoked.
- 6.5 The Agent must provide the Bank with the necessary identification information, and be onboarded as a Bank customer.

7 Access by authorised persons.

- 7.1 The Bank will not be liable to you or to any other person for any loss or damage which may be caused if the Bank complies with:
- (a) any order from a Court or government authority; or
 - (b) any notices, requests, Court order or other compellable process from law enforcement bodies; or
 - (c) any request from a person who has control over your property (for example a trustee, a liquidator or a public official or body) because of your insolvency, bankruptcy or incapacity;

which requires the Bank to:

- open the safe or allow another person to open it (including by force);
- allow a person to examine or take any of the contents of the safe;
- refuse to give you or your Agent access to the safe; or which otherwise affects the safe or any of its contents.
- You must pay the Bank any reasonable costs and expenses in complying with any such order or request. This includes, but is not limited to, the cost of opening and repairing the safe and the cost of new locks and keys.

8 Deceased Customers.

- 8.1 If only one person signs this form as customer and the Bank is advised that he or she has died, the Bank may give access to the safe to any person who produces the death certificate and satisfies the Bank that they

are acting on behalf of the deceased, but only to obtain details of the contents of the safe or to remove the deceased's will or receipt for burial allotment. Two members of the branch staff must be present when the safe is opened.

- 8.2 If more than one person signs this form as customer and any of them dies, the contents of the safe will, as far as the Bank is concerned, be deliverable to the survivor or survivors and the Bank will not be liable if it delivers those contents to the survivor or survivors. The Bank would consider the survivor or survivors to be the sole Licensee(s) of the service.

9 Expiry or termination of this agreement.

- 9.1 You may terminate this agreement at any time by giving seven days notice to the Bank. The Bank may terminate this agreement at any time by providing 30 days notice to you.
- 9.2 The Bank will refund part of the annual fee you have paid if the agreement is terminated in accordance with clause 9.1 to your nominated transaction account. Any Establishment fee paid will not be refunded.
- 9.3 You must remove everything from the safe and return the keys to the Bank when this agreement is terminated under clause 9.1. Upon return of the keys, we will refund any fees paid for the unused period.
- 9.4 If you fail to comply with clause 9.3, the Bank will notify you of that failure. If that failure continues for 14 days after the notice:
- (a) the Bank may open the safe by force and remove the contents but will not be liable to you as a bailee of those contents nor liable for their loss or damage;
 - (b) the Bank may move the contents to another location owned by the Bank or by someone else, without notice to you, and charge you a fee for moving the contents to the other location;
 - (c) you must pay the Bank:
 - all reasonably incurred costs and expenses in opening the safe, repairing the locks and removing and storing the contents;
 - a fee for using the safe during the period when you were not licensed to use it (this fee will be calculated by the Bank at the time of use);
 - a fee for holding the contents from the time they are removed until they are handed over to you or disposed of.
 - (d) the Bank will have a lien on the contents removed from the safe for the payment of any moneys due under this agreement. If you have not claimed them within six months from the date this agreement is terminated under clause 9.1 the Bank may dispose of the contents in such a manner as it thinks fit (except to the extent that it is obliged to comply with any law relating to the disposal of uncollected goods in the State or Territory where the safe was located).

Terms & Conditions (continued)

95 If the Bank sells any of the contents;

- (a) the Bank will deduct any costs of sale and any other moneys owing by you under this agreement from the sale proceeds and credit the balance (if any) to your Bank account (if you do not have an account, the Bank may open one in your name);
- (b) the Bank does not have to pay you interest on the sale proceeds and only has to account for the amount received; and
- (c) the Bank's receipt for the sale proceeds will be a good discharge to the purchaser.

10 Variations.

- 101 When the Bank intends to introduce a fee or charge (other than a government charge payable directly or indirectly by you) the Bank will provide written notice of the introduction or variation to you at least 30 days before the change takes effect.
- 102 The Bank will notify you of the introduction or variation of a government charge payable directly or indirectly by you by written notice to you or by advertisement reasonably promptly after the government, government agency or representative body notifies us, unless the introduction or variation is published by a government, governmental agency or representative body.
- 103 The Bank will notify you of other variations to the terms of this agreement (including a variation of standard fees and charges) by advertisement or in writing to you as soon as reasonably possible (which may be before or after the change is made) unless we believe the change is unfavourable to you in which case we will give you at least 30 days notice. We may give you a shorter notice period (or no notice) if we believe that it is reasonable for us to manage a material and immediate risk. If the Bank varies the Licence fee, you will not have to pay any increase in the Licence fee until the Licence term is extended.
- 104 Where we send written notice by ordinary mail, we will regard that notice as given 7 Business Days after we post it.
- 105 Advertisements will appear in *The Australian* and *The Australian Financial Review*.

11 General.

If two or more customers hold the facility together, they can access and operate the service jointly and severally. If more than one person signs this form as customer the obligations of each of them are joint and several. This means that each one of them is individually liable under this agreement. This liability will continue, as regards the others, even where one or more of them is not liable or is no longer liable. Anything done or agreed by one binds each of them.

All notices will be sent to the first statement address of the person whose name appears in the primary customer's name box.

12 Banking Code of Practice.

The Australian Banking Association's banking code of practice as updated, and adopted by us, from time to time (**Banking Code**) sets out the standards of practice and service in the Australian banking industry for individuals and small business customers, and their guarantors who are individuals.

The relevant provisions of the Banking Code apply to the banking services referred to in this document. This means that we will comply with the Banking Code, where it applies to the banking services provided to you.

You can view a copy of the Banking Code on our website or ask us for a hard copy in branch or over the phone.

13 Anti-Money Laundering and Counter-Terrorism Financing Obligations.

Please be advised that in order for us to meet our regulatory and compliance obligations we will be increasing the levels of control and monitoring we perform.

You should be aware that:

- Use of your Safe (Vault) facility and/or transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions (or the law or sanctions of any other country). Where the use of your Safe (Vault) facility and/or transactions are delayed, blocked, frozen or refused, Westpac and its correspondents are not liable for any loss you suffer (including consequential loss) howsoever caused in connection with your Safe (Vault) facility.
- we may from time to time require additional information from you or your agent to assist us in the above compliance process; and
- where legally obliged to do so, we will disclose the information gathered to regulatory and/or law enforcement agencies, other banks, other members of the Westpac Group, service providers or to other third parties.

You provide Westpac the following undertakings and indemnify Westpac against and potential losses arising from any breach by you of such undertakings:

- (a) you or your agent will not initiate, engage in or effect a transaction that may be in breach or Australian law or sanctions (or the law or sanctions of any other country); and
- (b) the underlying activity for which your Safe (Vault) facility is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

Terms & Conditions (continued)

14 Privacy Statement.

All personal 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 132 032. 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 but, if you don't, we may not be able to process your application.

15 Foreign tax residents.

We are required under domestic and international laws to collect and report financial and account information relating to individuals and organisations who are, or may be, foreign tax residents. We may ask you whether you, your agent or any shareholder, beneficiary, settlor or controlling person are a foreign tax resident from time to time, such as when you open an account with us, or if your circumstances change. If you do not provide this information to us, we may be required to limit the services we provide to you.

Unless you tell us otherwise, by completing any application, you certify that any shareholder, named beneficiary, settlor or controlling person is not a foreign tax resident. You must tell us if you, or any shareholder, named beneficiary, settlor or controlling person is, or becomes, a foreign tax resident (unless an exemption applies, such as for shareholders of listed companies). Where there are no named beneficiaries (e.g. for beneficiaries identified only as a class) you must tell us if a beneficiary is a foreign tax resident immediately when any decision is made to identify and make a distribution to them. You may contact us to provide foreign tax residence information by calling 1300 725 863.

We cannot give tax advice, so please contact your independent tax advisor if you need help finding out whether any person is a foreign tax resident.

16 Feedback and Complaints.

Delivering on our service promise.

We're constantly striving to provide the best possible service, and we'll do our best to resolve any concern you have efficiently and fairly.

Our commitment to you.

If you're ever unhappy about something we've done – or perhaps not done – please give us the opportunity to put things right.

Our aim is to resolve your complaint within 5 business days, and where possible we will resolve your complaint on the spot. If we need additional time to get back to you, we will let you know. Should we be unable to resolve your concern at your first point of contact, we will then refer the complaint to our dedicated Customer Managers in our Customer Solutions team.

Our Customer Solutions Customer Managers are here to find a solution for you and will ensure that you're regularly updated about the progress we are making to resolve your complaint.

You can contact us:

Over the phone

Please call us from anywhere in Australia on 132 032. If you are overseas, please call +61 2 9155 7700.

By post

You can write to us at:
Westpac Customer Solutions
Reply Paid 5265, Sydney NSW 2001

In Branch

If you prefer to tell us in person, go to our website to locate your nearest branch.

Online

Email us at westpaccustomersolutions@westpac.com.au

For further information go to our website and search 'Feedback and Complaints'.

If you are still unhappy.

If you are not satisfied with our response or handling of your complaint, you can contact the external dispute resolution scheme, the Australian Financial Complaints Authority (AFCA).

Australian Financial Complaints Authority.

The Australian Financial Complaints Authority (AFCA) provides a free and independent service to resolve complaints by consumers and small businesses about financial firms (e.g. banks), where that complaint falls within AFCA's terms of reference.

The contact details for AFCA are set out below.

Australian Financial Complaints Authority

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678 (free call)

Post: Australian Financial Complaints Authority
GPO Box 3 Melbourne VIC 3001

Surrender of Safe

I/We hereby surrender Safe No. , together with keys, and certify that:

- I/we have removed the whole contents of the said safe.
- I/we also acknowledge receipt of \$, being refund of the deposit on the said keys.

Customer's signature

Date

X

/ /

Branch Use only

Delete: Branch Register record IDN indicator



Licence to Use Safe (Vault)

(No longer available for sale)

CUSTOMER RECEIPT – TO BE KEPT AS A RECORD OF KEY DEPOSIT AMOUNT PAID

Date

BSB

System No.

Terms & Conditions • Customer's Copy

Fees and deposit	\$
Licence fee	\$
Key deposit	\$
Total	\$

Office Use

Staff name

Title

Signature

Date

1 Use of the Safe.

- 1.1 Subject to clause 9.1 you have the sole and exclusive right to use the safe for the storage of property, but:
 - (a) you must not put in the safe any computer diskette or tape, film, any liquid, anything which may be explosive or dangerous, or which may become a nuisance to any person;
 - (b) you must comply with the Vault Rules and your obligations under this agreement;
 - (c) you must not enter the Vault without a Bank employee;
 - (d) you must not assign, sublet, mortgage or transfer any of your rights under this agreement.
- 1.2 To use this facility you must nominate a Westpac Bank transaction account for payment of any fees for this facility. If you close this account and do not wish to nominate another account, you will be requested to remove the contents of the safe.
- 1.3 For all new or varied Licence to use safe from 19 December 2022, any Licence provided for the right to use the safe is also conditional on:
 - (a) all parties providing the Bank with the necessary identification information;
 - (b) the Bank carrying out any necessary verification checks; and
 - (c) this agreement is signed in accordance with the relevant authorities for all parties.

2 Vault Rules.

The Bank can make rules about;

- (a) the entry of persons to the Vault;
- (b) the conduct of persons in the Vault; and
- (c) when the Vault will be open.

The Vault Rules will be displayed outside the Vault and may be varied by the Bank from time to time.

3 Fees.

- 3.1 You must pay to the Bank:
 - (a) a Key Deposit before the safe keys are handed to you; and
 - (b) an annual fee (Licence fee), payable in advance for the use of the facility. This fee will be charged on the day you establish this facility and then on the anniversary of lodgement date. If you don't want to continue using the facility you must terminate the agreement in accordance with clause 9 before the anniversary of lodgement date otherwise the fee will be charged;
- 3.2 The Bank may debit any fees that are payable by you in relation to this service to a suitable Westpac Bank transaction account you nominate. If you do not pay any fees when due the Bank may:
 - (a) refuse to give you or your agent access to the safe until they are paid, and/or
 - (b) terminate this agreement, in accordance with clause 9.
- 3.3 The Key Deposit (equal to but no greater than the amount of your original key deposit) will be refunded to you when:
 - (a) the Licence expires or this agreement is terminated;
 - (b) everything has been removed from the safe;
 - (c) the safe keys are returned to the Bank; and
 - (d) you have paid all moneys due under this agreement.
- 3.4 Information on current fees and charges is available on request.

Terms & Conditions • Customer's Copy (continued)

4 Keys.

When this agreement is signed and you have paid the Licence fee and Key Deposit, you will be given keys to the safe. No duplicate keys will be kept by the Bank. If any of the keys are lost, stolen or damaged, the Bank will open or repair the box and provide new locks or keys.

5 Entry to the Vault and access to the Safe.

- 5.1 The Bank may close the Vault at any time or stop any person entering the Vault if the Bank decides that is in your interests or the interests of other Licensees to do so.
- 5.2 You may only enter the Vault when you want to put something in the safe or take something out. You must leave immediately if a Bank employee asks you to.
- 5.3 To obtain access to the safe you must:
- (a) only come into the Vault during the advertised business hours;
 - (b) produce necessary identification for verification;
 - (c) sign an Access register; and
 - (d) produce your safe key.
- 5.4 Subject to clause 8, the Bank will refuse to give any person access to the safe if their name is not recorded as a Licensee or an agent of a Licensee, unless the Bank is under due compulsion of Law.
- 5.5 You acknowledge that the Bank will:
- (a) never know what is in the safe;
 - (b) not insure the safe or its contents;
 - (c) not be bailee of anything kept in the safe;
 - (d) not have possession, custody or control of anything kept in the safe. If something kept in the safe is lost, it will not be presumed that the safe has been opened by an unauthorised person.
- 5.6 The Bank's liability with respect to this service shall be limited to the extent permitted by consumer protection laws when supplied to you as a consumer or other applicable law. Subject to this, liability of the Bank shall be limited at the Bank's option to the supplying of the service again or the payment of the cost of having the service provided again.

6 Appointment of an Agent.

- 6.1 For customers whose service is originated after 19 December 2022, the following applies:
The appointment of an Agent is no longer available on facilities.
- 6.2 For customers whose service was originated prior to 19 December 2022, the following clauses apply:
If you want to appoint an Agent to act on your behalf and have access to the safe, you must:
- (a) first obtain the Bank's consent (the person to be appointed must be acceptable to the Bank); and

- (b) complete and sign the Bank's notice of an appointment of an agent and give it to the Bank.

- 6.3 You may revoke the Agent's appointment any time, but you must notify the Bank that you have done so. Until the Bank is notified, it may deal with the Agent as if he or she were you.
- 6.4 If more than one person is licensed under this agreement, all of them must sign the notice of appointment, but any one of them may notify the Bank that the Agent's appointment has been revoked.
- 6.5 The Agent must provide the Bank with the necessary identification information, and be onboarded as a Bank customer.

7 Access by authorised persons.

- 7.1 The Bank will not be liable to you or to any other person for any loss or damage which may be caused if the Bank complies with:
- (a) any order from a Court or government authority; or
 - (b) any notices, requests, Court order or other compellable process from law enforcement bodies; or
 - (c) any request from a person who has control over your property (for example a trustee, a liquidator or a public official or body) because of your insolvency, bankruptcy or incapacity:

which requires the Bank to:

- open the safe or allow another person to open it (including by force);
- allow a person to examine or take any of the contents of the safe;
- refuse to give you or your Agent access to the safe; or which otherwise affects the safe or any of its contents.

You must pay the Bank any reasonable costs and expenses in complying with any such order or request. This includes, but is not limited to, the cost of opening and repairing the safe and the cost of new locks and keys.

8 Deceased Customers.

- 8.1 If only one person signs this form as customer and the Bank is advised that he or she has died, the Bank may give access to the safe to any person who produces the death certificate and satisfies the Bank that they are acting on behalf of the deceased, but only to obtain details of the contents of the safe or to remove the deceased's will or receipt for burial allotment. Two members of the branch staff must be present when the safe is opened.
- 8.2 If more than one person signs this form as customer and any of them dies, the contents of the safe will, as far as the Bank is concerned, be deliverable to the survivor or survivors and the Bank will not be liable if it delivers those contents to the survivor or survivors. The Bank would consider the survivor or survivors to be the sole Licensee(s) of the service.

Terms & Conditions • Customer's Copy (continued)

9 Expiry or termination of this agreement.

- 91 You may terminate this agreement at any time by giving seven days notice to the Bank. The Bank may terminate this agreement at any time by providing 30 days notice to you.
- 92 The Bank will refund part of the annual fee you have paid if the agreement is terminated in accordance with clause 9.1 to your nominated transaction account. Any Establishment fee paid will not be refunded.
- 93 You must remove everything from the safe and return the keys to the Bank when this agreement is terminated under clause 9.1. Upon return of the keys, we will refund any fees paid for the unused period.
- 94 If you fail to comply with clause 9.3, the Bank will notify you of that failure. If that failure continues for 14 days after the notice:
- the Bank may open the safe by force and remove the contents but will not be liable to you as a bailee of those contents nor liable for their loss or damage;
 - the Bank may move the contents to another location owned by the Bank or by someone else, without notice to you, and charge you a fee for moving the contents to the other location;
 - you must pay the Bank:
 - all reasonably incurred costs and expenses in opening the safe, repairing the locks and removing and storing the contents;
 - a fee for using the safe during the period when you were not licensed to use it (this fee will be calculated by the Bank at the time of use);
 - a fee for holding the contents from the time they are removed until they are handed over to you or disposed of.
 - the Bank will have a lien on the contents removed from the safe for the payment of any moneys due under this agreement. If you have not claimed them within six months from the date this agreement is terminated under clause 9.1 the Bank may dispose of the contents in such a manner as it thinks fit (except to the extent that it is obliged to comply with any law relating to the disposal of uncollected goods in the State or Territory where the safe was located).
- 95 If the Bank sells any of the contents;
- the Bank will deduct any costs of sale and any other moneys owing by you under this agreement from the sale proceeds and credit the balance (if any) to your Bank account (if you do not have an account, the Bank may open one in your name);
 - the Bank does not have to pay you interest on the sale proceeds and only has to account for the amount received; and
 - the Bank's receipt for the sale proceeds will be a good discharge to the purchaser.

10 Variations.

- 101 When the Bank intends to introduce a fee or charge (other than a government charge payable directly or indirectly by you) the Bank will provide written notice of the introduction or variation to you at least 30 days before the change takes effect.
- 102 The Bank will notify you of the introduction or variation of a government charge payable directly or indirectly by you by written notice to you or by advertisement reasonably promptly after the government, government agency or representative body notifies us, unless the introduction or variation is published by a government, governmental agency or representative body.
- 103 The Bank will notify you of other variations to the terms of this agreement (including a variation of standard fees and charges) by advertisement or in writing to you, as soon as reasonably possible (which may be before or after the change is made) or, if we believe the change is unfavourable to you, at least 30 days before the change takes effect. We may give you a shorter notice period (or no notice) if we believe that it is reasonable for us to manage a material and immediate risk. If the Bank varies the Licence fee, you will not have to pay any increase and there will be no change in the Licence fee until the Licence term is extended.
- 104 Where we send written notice by ordinary mail, we will regard that notice as given 7 Business Days after we post it.
- 105 Advertisements will appear in *The Australian* and *The Australian Financial Review*.

11 General.

If two or more customers hold the facility together, they can access and operate the service jointly and severally. If more than one person signs this form as customer the obligations of each of them are joint and several. This means that each one of them is individually liable under this agreement. This liability will continue, as regards the others, even where one or more of them is not liable or is no longer liable. Anything done or agreed by one binds each of them.

All notices will be sent to the first statement address of the person whose name appears in the primary customer's name box.

12 Banking Code of Practice.

The Australian Banking Association's banking code of practice as updated, and adopted by us, from time to time (**Banking Code**) sets out the standards of practice and service in the Australian banking industry for individuals and small business customers, and their guarantors who are individuals.

The relevant provisions of the Banking Code apply to the banking services referred to in this document. This means that we will comply with the Banking Code, where it applies to the banking services provided to you.

You can view a copy of the Banking Code on our website or ask us for a hard copy in branch or over the phone.

Terms & Conditions • Customer's Copy (continued)

13 Anti-Money Laundering and Counter-Terrorism Financing Obligations.

Please be advised that in order for us to meet our regulatory and compliance obligations we will be increasing the levels of control and monitoring we perform.

You should be aware that:

- use of your Safe (Vault) facility and/or transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions (or the law or sanctions of any other country). Where the use of your Safe (Vault) facility and/or transactions are delayed, blocked, frozen or refused, Westpac and its correspondents are not liable for any loss you suffer (including consequential loss) howsoever caused in connection with your Safe (Vault) facility.
- we may from time to time require additional information from you or your agent to assist us in the above compliance process; and
- where legally obliged to do so, we will disclose the information gathered to regulatory and/or law enforcement agencies, other banks, other members of the Westpac Group, service providers or to other third parties.

You provide Westpac the following undertakings and indemnify Westpac against and potential losses arising from any breach by you of such undertakings:

- a) you or your agent will not initiate, engage in or effect a transaction that may be in breach or Australian law or sanctions (or the law or sanctions of any other country); and
- b) the underlying activity for which your Safe (Vault) facility is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

14 Privacy Statement.

All personal 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 132 032. 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 but, if you don't, we may not be able to process your application.

15 Foreign tax residents.

We are required under domestic and international laws to collect and report financial and account information relating to individuals and organisations who are, or may be, foreign tax residents. We may ask you whether you, your Agent or any shareholder, beneficiary, settlor or controlling person are a foreign tax resident from time to time, such as when you open an account with us, or if your circumstances change. If you do not provide this information to us, we may be required to limit the services we provide to you.

Unless you tell us otherwise, by completing any application, you certify that any shareholder, named beneficiary, settlor or controlling person is not a foreign tax resident. You must tell us if you, or any shareholder, named beneficiary, settlor or controlling person is, or becomes, a foreign tax resident (unless an exemption applies, such as for shareholders of listed companies). Where there are no named beneficiaries (e.g. for beneficiaries identified only as a class) you must tell us if a beneficiary is a foreign tax resident immediately when any decision is made to identify and make a distribution to them. You may contact us to provide foreign tax residence information by calling 1300 725 863.

We cannot give tax advice, so please contact your independent tax advisor if you need help finding out whether any person is a foreign tax resident.

16 Feedback and Complaints.

Delivering on our service promise.

We're constantly striving to provide the best possible service, and we'll do our best to resolve any concern you have efficiently and fairly.

Our commitment to you.

If you're ever unhappy about something we've done – or perhaps not done – please give us the opportunity to put things right.

Our aim is to resolve your complaint within 5 business days, and where possible we will resolve your complaint on the spot. If we need additional time to get back to you, we will let you know. Should we be unable to resolve your concern at your first point of contact, we will then refer the complaint to our dedicated Customer Managers in our Customer Solutions team.

Our Customer Solutions Customer Managers are here to find a solution for you and will ensure that you're regularly updated about the progress we are making to resolve your complaint.

Terms & Conditions • Customer's Copy (continued)

You can contact us:

Over the phone

Please call us from anywhere in Australia on 132 032.

If you are overseas, please call +61 2 9155 7700.

By post

You can write to us at:

Westpac Customer Solutions

Reply Paid 5265, Sydney NSW 2001

In Branch

If you prefer to tell us in person, go to our website to locate your nearest branch.

Online

Email us at westpaccustomersolutions@westpac.com.au

For further information go to our website and search 'Feedback and Complaints'.

If you are still unhappy.

If you are not satisfied with our response or handling of your complaint, you can contact the external dispute resolution scheme, the Australian Financial Complaints Authority (AFCA).

Australian Financial Complaints Authority.

The Australian Financial Complaints Authority (AFCA) provides a free and independent service to resolve complaints by consumers and small businesses about financial firms (e.g. banks), where that complaint falls within AFCA's terms of reference. The contact details for AFCA are set out below.

Australian Financial Complaints Authority

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678 (free call)

Post: Australian Financial Complaints Authority
GPO Box 3 Melbourne VIC 3001