

# Business Express Deposit service

Terms and Conditions.

Effective date: 17 June 2024



# 1. Introduction

- 1.1 This document sets out the terms and conditions for the Westpac Business Express Deposit service. These Terms and Conditions must be read together with the terms and conditions for your nominated Westpac account into which the content of a BED Bag (e.g. cash and cheque) are deposited.
- 1.2 By using the BED service you agree to be bound by and to comply with these Terms and Conditions.
- 1.3 Read these Terms and Conditions carefully and keep them for future reference. Section 11 describes the limits on our liability. You are solely responsible for insurance cover for a BED Bag, or its contents prior to acceptance of the Lodged BED Bag by us.

# 2. Eligibility

- 2.1 To use the BED service you must be a Westpac business customer who holds a Westpac business product. Use of the BED service is at our discretion, acting reasonably.

# 3. Ordering BED Bags

- 3.1 BED Bags must be ordered by you, or an authorised signatory on your business product on your behalf.
- 3.2 If you are relationship managed, you may appoint a representative from your business to also order BED Bags (from your relationship manager) on your behalf. Westpac may decline a request if the appointed person cannot be identified by your relationship manager.
- 3.3 BED Bags can only be ordered in advance in packets, where 1 packet consists of 50 BED Bags.
- 3.4 You can order a BED Bags by visiting your nearest branch, by contacting your relationship manager, or by calling us using the contact details in section 17.
- 3.5 BED Bags will be mailed by us to your nominated address. It is your responsibility to ensure that your BED Bag orders are made in a timely manner. We will not be liable for any delay in delivery caused by circumstances beyond our control.

# 4. Using a BED Bag

- 4.1 You are permitted to place only the following in the BED Bag:
  - a) cash and/or cheques; and
  - b) a deposit slip.
- 4.2 Before Lodging your BED Bag, you must ensure that:
  - a) any cash deposited is enclosed in the section of the BED Bag marked for cash items;
  - b) any cheque deposited is enclosed in the section of the BED Bag marked for non-cash items;
  - c) a deposit slip is included in each bag and correctly records all details of your deposit and is inserted in the section of the BED Bag marked for non-cash items;
  - d) cash placed in the bag is in Australian currency only or, in the case of cheques, are payable in Australian currency amounts;
  - e) the BED Bag does not contain any items other than those described in clause 4.1;
  - f) the BED Bag is sealed using the seals provided on the BED Bag;
  - g) you do not use a damaged BED Bag.

We may (acting reasonably) exercise discretion and not accept a BED Bag.

- 4.3 Any deposits you make via our BED service must only be deposited into your accounts held with Westpac and subject to the terms and conditions for those accounts.
- 4.4 You must use our BED service for legitimate business purposes only.
- 4.5 We may at any time inform you of daily limits on the amount of notes or coins or the value of cheques which may be deposited or processed using our BED service.

## 5. Processing Delays

- 5.1 There may be delays in processing the contents of a BED Bag and, therefore, in crediting your account where there is:
- a) incorrect preparation of the BED Bag, including the contents (as set out in section 4), and errors or missing details on the deposit slip; or
  - b) high volume of BED Bags Lodged in branch for processing, and/or BED Bags require collection from the branch and the collection has been delayed (this may be outside of our control).
- 5.2 In the event of delay, we will process the contents of your BED Bag as soon as reasonably possible.

## 6. Fees and charges

- 6.1 The BED service fee is nil.
- 6.2 Other account fees and charges may apply for the processing of the deposits to your account. Refer to your account terms and conditions for any fees charged on cheques collected, cheques deposited and staff-assisted deposits.
- 6.3 Information on current fees applicable to your deposit account is available in your account terms and conditions on our website, or you can request a paper copy from any Branch.

## 7. Use of Security Service Provider

- 7.1 We may engage a Security Service Provider to perform services under these Terms and Conditions including the delivery of BED Bags on your behalf.
- 7.2 We may instruct the Security Service Provider to process your deposit, including to count the contents of the BED Bag, and you authorise the Security Service Provider to deal with the deposit on our behalf as if it were us. In such cases the count of the Security Service Provider will be deemed to be our count. You acknowledge and agree that the Security Service Provider may become aware of your information such as personal information, business information and banking details during the course of providing such services. We will ensure that any Security Service Provider used is required to protect the confidentiality of your banking details.
- 7.3 You may engage a Third Party Security Service Provider to make Lodgements on your behalf. If you do this, such Lodgements will be treated and processed as if made by you and we will have no liability for anything done by that third party provider.
- 7.4 For the avoidance of doubt, the provisions of section 4 apply to processing your BED Bag where:
- a) you are a Westpac customer, and we use a Security Service Provider; or
  - b) you engage a Third Party Security Service Provider.

## 8. Lodgement of your deposits

8.1 A BED Bag may be Lodged (i.e. deposited) by someone other than you. This may include:

- a) an authorised signatory of the account;
- b) a licensed cash courier service;
- c) a Third Party Security Service Provider in accordance with clause 7.3; or
- d) a person authorised by you.

You undertake that any BED Bag provided to you will not be released to any person not authorised by you to use it on your behalf and you will establish and maintain security measures to comply with this condition.

8.2 We may change Branches that accept BED Bags at our discretion in circumstances where we reasonably consider it necessary, and we will provide reasonable notice at the Branch.

8.3 You may Lodge BED Bags at our Branches by such methods of delivery as approved by us, including:

- a) over the counter at one of our Branches. Lodgement over the counter does not take place until the BED Bag has been handed to us;
- b) direct Pick-Up. Lodgement by Direct Pick-Up means collection by a Security Service Provider arranged through us and takes place once the Security Service Provider acknowledges receipt for the BED Bag;
- c) using a Lodgement Device. When using a Lodgement Device, a Lodgement does not take place until the BED Bag is retrieved from the Lodgement Device and recorded on a register maintained for the purpose of recording retrieved BED Bags; and
- d) such other method(s) of Lodgement as approved by us from time to time.

We may add, remove or discontinue specific methods of Lodgement at any time, and provide you notice in accordance with clause 15.3.

8.4 You must make Lodgement at a Westpac Specialised BED Branch where you:

- a) make Lodgement of BED Bags using a Third Party Security Service Provider; or
- b) deposit more than 20 BED Bags per day.

## 9. Processing your deposits

9.1 Once we accept a BED Bag in Branch or from a Lodgement Device, we may at our sole discretion:

- a) credit your account for the amount recorded on your deposit slip before we count the amount of the deposit; and
- b) count the deposit later and make adjustments if discrepancies appear.

9.2 If the deposit slip which you enclose in your BED Bag inaccurately records the amount in your BED Bag and we have credited your account with the amount recorded on the deposit slip then, you authorise us and we will make adjustments to correct the inaccuracy in the following ways:

- a) debit your account with any shortfall we establish; or
- b) credit your account with any excess we count.

Our count of the amount in the BED Bag is deemed as the final amount, unless you provide satisfactory evidence to the contrary and we will make adjustments (as described above) against this amount.

9.3 If you did not enclose a deposit slip recording an amount in the BED Bag, we will count the contents of the BED Bag and credit your account after we have completed the count for the amount counted.

9.4 If you are present while the contents of the BED Bag are being counted by us, the deposit will be processed as a normal over the counter deposit.

9.5 Funds will appear in your account 1 Business Day from the time we process your Lodgement, but may take longer if processed by a Security Service Provider. You will not be able to withdraw the value of a cheque deposited until the cheque is cleared, even though your account may be credited with the proceeds of the cheque.

9.6 If we take any of the actions set out in clauses 9.1 or 9.2 we will notify you as soon as practicable of what we have done by sending you a notification to you identifying the discrepancy.

9.7 We are not required to process BED Bags on a non-Business Day.

## 10. Third Party Cheques

- 10.1 You must ensure that all cheques that are made payable to a third party are correctly endorsed prior to inclusion in the BED Bag. If the cheque has not been properly signed over to you we may refuse to accept deposit of the cheque.
- 10.2 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.

## 11. Our limited liability

- 11.1 We shall not be liable to you for:
- a) any direct loss except as specified in this section 11;
  - b) any indirect, special or consequential loss or damage (including loss of profit);
  - c) the face value of cheques contained in a BED Bag. It is your responsibility to ensure that you retain details of any 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.
- 11.2 Before the time of Lodgement, we have no liability to you for any loss or damage arising from loss of or damage to a BED Bag or its contents.
- 11.3 Between the time of Lodgement and the contents of the BED Bag being counted by us (including, for the avoidance of doubt, being counted by a Security Service Provider in accordance with section 7), our maximum liability to you for any loss or damage (as distinct from any discrepancies between your count of the contents of the bag and our count) to the cash component of BED Bags Lodged (irrespective of the number of BED Bags deposited) is as follows:
- a) in the case of Lodgement over the counter at a Branch, up to the amount referenced on the deposit slip provided by you; or
  - b) in the case of Lodgement through a Lodgement Device, up to the amount referenced on the deposit slip provided by you.
- 11.4 After we have counted the contents of a Lodged BED Bag and credited the amount into your account, our liability is governed by the terms and conditions which apply to your account with us which the Lodgement was made into and section 9 of these Terms and Conditions.
- 11.5 The placement of your BED Bag via Lodgement Devices does not create a bailment relationship between you and Westpac.
- 11.6 We will not be responsible for any loss or damage you suffer which results from you breaching these Terms and Conditions, except for losses that are directly caused by our own fraud, wilful misconduct or negligence.
- 11.7 Where you provide any BED Bag 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 .
- 11.8 We will not be liable to you for any loss or damage to the BED Bag or its contents if you Lodge the incorrect BED Bag.
- 11.9 You indemnify us against any actions, proceedings, claims, demand, damages, costs, and expenses incurred by us by reason of any unlawful, fraudulent, criminal or money laundering activity performed by you and relating to your use of the services under these Terms and Conditions.

## 12. Termination of Use

- 12.1 Your use of our BED service (whether initial or ongoing) is at our discretion, acting reasonably.
- 12.2 We may exercise our discretion to remove your access to place orders and/or use BED Bags (or the access of any person directly or indirectly authorised by you) and/or terminate the use of the BED service at any time, after giving reasonable notice to you, due to unsatisfactory conduct by you or any person directly or indirectly authorised by you.
- 12.3 In certain circumstances we may do any of the above without providing you with any prior notice. When we do so, we will act fairly and reasonably towards you. These circumstances may include:
- a) you do not provide us with any document or information we reasonably request from you;
  - b) we reasonably consider it necessary to comply with our policies, Australian law or sanctions (or the law or sanctions of any other country); or
  - c) to comply with our regulatory and compliance obligations or to manage associated risk.

## 13. Our responsibilities

### 13.1 Compliance with court orders and law by us

If we are required by any court order or law:

- a) to deliver any BED Bag to any person other than you,
- b) to allow any person other than you to inspect the contents of any BED Bag,
- c) not to deposit the contents of any BED Bag into your account, or
- d) not to deliver the contents of any BED Bag to you,

then we will comply with that court order or law. We may do so without notice to you and we will not be liable to you for any loss or damage you may suffer because of our compliance.

### 13.2 When we may delay or refuse transactions

- a) In some circumstances, including where we consider it reasonably necessary to meet our regulatory and compliance obligations (including those relating to anti-money laundering and counter-terrorism financing) or to manage associated risk, we may, without giving you notice: delay, block, freeze or refuse a transaction made via your use of our BED service.

Examples of when we may take these measures include where we have reasonable grounds to believe that:

- (i) a transaction may breach Australian law or sanctions (or the law or sanctions of any other country); or
- (ii) a transaction involves a payment to, from or through a Sanctioned Jurisdiction; or
- (iii) you (or any person ordering or depositing BED Bags in accordance with these Terms and Conditions) is using our BED service in a manner we reasonably consider is unsatisfactory, fraudulent or in a way that might cause you or us to lose money; or
- (iv) you do not provide us with any document or information we reasonably request from you.

- b) We may take these measures for as long as we reasonably need. We are not liable for any loss you (or any of your authorised or nominated representatives) suffer (including consequential loss) howsoever caused in connection with the relevant business product or our BED service.

- c) You provide us with the following undertaking and indemnify us against any potential losses arising from any breach by you of such undertakings:

- (i) you (and any of your authorised or nominated representatives) must not initiate, engage in or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country) or that involves a payment to, from or through a Sanctioned Jurisdiction; and
- (ii) the underlying activity for which BED service is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

d) You should also be aware that:

- (i) we may from time to time require additional information from you in relation to your use of our BED service to assist us to comply with our regulatory and compliance obligations or to manage associated risk; and
- (ii) where legally permitted to do so, we may disclose the information gathered in connection with your use of our BED service to regulatory and/or law enforcement agencies, other banks, other members of the Westpac Group, service providers or to other third parties.

## 14. Banking Code of Practice

- 14.1 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.
- 14.2 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.
- 14.3 You can obtain a copy of the Banking Code from our website or [www.ausbanking.org.au](http://www.ausbanking.org.au) 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.

## 15. Other

### 15.1 Drawings

These Terms and Conditions do not permit you to draw against any cash or cheques available for immediate deposit using BED, until they have been paid into your account and cleared in the ordinary course of business.

### 15.2 Assignment

You cannot assign your rights under these Terms and Conditions.

### 15.3 Variations to the Fees and or Terms and Conditions

- a) 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 Terms and Conditions at any time. We will notify you at least 30 days in advance.
- b) We may add or vary a government charge at any time. We will notify you as soon as practicable after the government notifies us (unless the change has been publicised by the government).
- c) We may change these Terms and Conditions (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.
- d) We will notify you of all variations to these Terms and Conditions or fees by either:
  - emailing you, if you have provided a valid email address that is recorded in our system; or
  - mailing the notice to your latest address recorded with us, in which case you agree that you will be deemed to receive that notice within 7 Business Days after posting; or
  - delivering the notice to you personally; or
  - publishing the notice in a major newspaper available generally in your State or Territory.
- e) Notwithstanding anything else in this clause 15.3, advance notice of a change to these Terms and Conditions 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.

### 15.4 Governing law

These Terms and Conditions are governed by the laws of the State or Territory in Australia in which the BED service is used.

## 16. 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](https://westpac.com.au/privacy/privacy-statement) or by calling us on 13 20 32.

## 17. 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 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.

### 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](https://www.afca.org.au)

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

**Phone:** 1800 931 678 (free call)

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

## We're here to help

-  Call us on 13 21 42, between 8:00am – 8:00pm (AEST) Monday – Friday
-  Talk to your relationship manager
-  Visit us in branch



## 18. Definitions

**'BED'** or **'Business Express Deposit(s)'** is a way for eligible business customers to Lodge deposits containing a combination of cash and cheques using a BED Bag.

**'BED Bag(s)'** or **'Business Express Deposit Bag(s)'** means the bags supplied by us and ordered by eligible business customers to use the BED service.

**'Branch', 'Branches'** means a branch or branches (as applicable) of Westpac available to accept BED Lodgements.

**'Business Day(s)'** means any weekday when Westpac is open for business in any State or Territory of Australia. If Westpac is closed in all States and Territories, then that day will not be a business day. If Westpac's offices are closed in your State or Territory but open in other States or Territories, then Westpac will still regard that day as a business day in every State and Territory. Saturday and Sunday are not classified as business days even though branches may be open for business.

**'Lodgement Device'** means a device located at one of our Branches or such other receptacle as approved by us from time to time for Lodgement of a BED Bag.

**'Lodgement(s)', 'Lodge(d)', 'Lodging'** means deposit of a BED Bag by a method approved by us and includes the methods described in section 8.

**'Sanctioned Jurisdiction'** a jurisdiction listed at [westpac.com.au/osaccess](https://westpac.com.au/osaccess)

**'Security Service Provider'** is a security service provider engaged by Westpac to perform services under this Agreement.

**'Third Party Security Service Provider'** is a third party security service provider (such as a courier) engaged by you to Lodge Bed Bags on your behalf.

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

**'Westpac Group'** means Westpac Banking Corporation and its related bodies corporate as defined in section 9 of the *Corporations Act 2001*.

**'Westpac Specialised BED Branch'** means a Branch where the processing of BED Bags are outsourced by Westpac to a Security Service Provider and where you Lodge BED Bags using a Third-Party Security Service Provider or deposit more than 20 BED Bags per day.

**'You' or 'your'** means the customer who holds a business product and uses the BED service on the conditions set out in these Terms and Conditions.



*Westpac acknowledges the Traditional Owners as the custodians of this land, recognising their connection to land, waters and community. We pay our respects to Australia's First Peoples, and to their Elders, past and present.*

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