



# Westpac Deposit Bags (Red Bags) Terms and Conditions

as at 29 January 2018

## Introduction

Westpac offers Westpac Deposit Bags ('Red Bags') to enable the efficient and effective depositing by customers of funds into their Westpac accounts.

This document sets out the terms and conditions upon which Westpac agrees to provide, and you (the 'Registered User') agrees to use, the Red Bags. Red Bags (and the related accounts and services) are made available to you subject to these terms and conditions and Westpac's General Terms and Conditions. As soon as you take receipt of, and/or use any Red Bags, you are deemed to have accepted these terms and conditions.

## Terms and conditions

1. The Registered User is the Westpac customer that has registered to use Red Bags. The Registered User is responsible for ensuring the Red Bags are used in accordance with these Terms and Conditions.
2. The Registered User must provide to Westpac the name of the person who is responsible for making and/or conducting deposits using the Red Bags. The Registered User must advise Westpac promptly if another person takes over that responsibility.
3. You must only use Red Bags to deposit NZ dollars into your own account.
4. You must exercise every possible care to keep the Red Bags safe and secure, and, as the Registered User, you remain solely liable for their use. You will not allow others to use the Red Bags and you will not leave any Red Bags in an unattended area or anywhere, or in any way, another person could remove the bags without being noticed.
5. You must notify us immediately if you become aware that any of your Red Bags are lost, stolen or cannot be accounted for.
6. You agree to provide all and any information to Westpac which Westpac, in its sole discretion, determines is required to manage its legal and other obligations, including its anti-money laundering and countering terrorism-financing obligations, its economic trade sanctions risks, and its compliance with any laws, rules or regulations in New Zealand or any other country.
7. You agree that Westpac may delay, defer, stop or refuse to process any transaction, or may end the Red Bags service, at any time, without notice, if you fail to provide to it information in the manner and timeframe reasonably requested or if it considers (in its sole discretion) that such action is necessary for compliance with its legal and other obligations.
8. You agree Westpac is not liable for any loss or damages to you or your business, howsoever arising of any kind, that you experience as a result of Westpac delaying, deferring, stopping, or refusing to process any transaction or ending the Red Bags service where Westpac has acted in good faith, knowing or suspecting or having reason to suspect that:
  - The transaction or service will or may breach any laws or regulations in New Zealand or any other country; or
  - The transaction involves any person (natural, corporate or governmental) who is itself sanctioned, or is connected directly or indirectly, to any person (natural, corporate or governmental) who is sanctioned, under economic and trade sanctions imposed by any country or
  - It is required to make further enquiries and obtain additional information in respect of the transaction to fulfill its legal obligations.

## Indemnity

To the maximum extent permitted by law you indemnify Westpac against any losses or damages, whether direct or indirect, that Westpac incurs or suffers in connection with the processing of deposits made using Red Bags issued to you.