



# Licence To Use A Westpac Safe Deposit Box

## Terms & Conditions

*Customer(s)/Customer's Access Agent(s) Copy*

### 1. Use Of The Safe Deposit Box ("the Box")

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- 1.1 Subject to clause 9. 1, you have the sole and exclusive right to use the Box for the storage of property or documents, but:
- (a) you must not put in the Box any liquid, anything which may be of an explosive, dangerous, offensive or corrosive nature (including guns or ammunition), or which may become a nuisance to any person, or use the Box for any unlawful purpose or for the storage of any illegal articles;
  - (b) you acknowledge and accept the risk that the contents of any computer diskette or tape put in the Box may be wiped or adversely affected by virtue of being in the Box;
  - (c) you must comply with the obligations set out in this agreement and any additional obligations which Westpac may impose from time to time on use of the Box;
  - (d) you must not assign, sublet, mortgage or transfer any of your rights under this agreement;
  - (e) the Box itself (but not the contents) will remain the property of Westpac;
  - (f) the property or documents to be stored must easily fit in the Box;
  - (g) the Box will be stored in Westpac premises designed for the purpose;
  - (h) Westpac will refuse you use of the Box if, in the reasonable opinion of Westpac staff, you appear to be using the Box to store something of the nature prohibited by clause 1.1 (a) or (f);
  - (i) you (or your Access Agent) must not allow anyone (other than Westpac staff and any other person(s) who have satisfied and complied with Westpac's access procedures) to accompany you into the Safe Deposit Box facility area.
- 1.2 You undertake to keep Westpac fully indemnified against all actions, proceedings, claims, damages, losses and costs which Westpac may suffer, incur or sustain as a result of, or resulting directly or indirectly from, any breach by you of clause 1.1 (a) or any other term or condition of this agreement;
- 1.3 To effect any repair in any part of the area where the Box is or to change the situation of the Box without having to open it, Westpac may have the Box removed to any other part of its premises, but will give you notice if it does so.

- 1.4 You will have to nominate an address where Westpac may contact you or send you notices if it needs to.
- 1.5 If you change your address you must notify Westpac of your new address.
- 1.6 Any notice required to be given to you by Westpac may be left at, or sent by prepaid ordinary mail to, the last address you have notified to Westpac, and will be deemed to have been received when delivered to that address or 2 days after it has been put in the post.

## 2. Fees

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- 2.1 You must pay Westpac:
  - (a) a key fee at the outset; key fee is refundable on termination.
  - (b) an annual fee (in advance) for use of the Box;
  - (c) any costs involved in replacing the lock fitting in accordance with clause 6.3.
  - (d) a replacement access card fee where the access card has been lost or stolen.
- 2.2 The annual fee and the initial key fee will be direct debited from an account you nominate. Westpac will be entitled to debit any fees or other amounts that are payable by you in relation to this agreement from an account you nominate, or any other account you have with Westpac. If you do not pay any such fees or other amounts when due to Westpac or are otherwise in breach of this agreement, Westpac may refuse to give you or your Access Agent(s) access to the Box until they are paid.
- 2.3 Westpac may vary the fees and other terms and conditions that apply to this agreement from time to time. If it does so, Westpac will either notify you in writing or place notices in the Safe Deposit Box facility area and in Westpac's Auckland branch premises. Information on current fees and charges will be provided on request.
- 2.4 If Westpac terminates this agreement at a time when you are in breach of this agreement it need not refund fees paid in advance.

## 3. Access

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- 3.1 Subject to clause 2.2 of this agreement, to obtain access to the Box you or your Access Agent must:
  - (a) use your access card to come into the premises where the Box is located during such hours of business as Westpac advises from time to time;
  - (b) enter your identification number and be positively identified by handscan, or if you, or your Access Agent, are/is not so identified, comply with and satisfy such other procedure governing access to the Box in such circumstances as Westpac will from time to time decide;
  - (c) produce your Box key; and
  - (d) comply with and satisfy such other access procedures as Westpac may from time to time decide.

For the purposes of this agreement, the words "access to the Box" or similar such wording shall include the right to open the Box and to remove from, and to place in, anything, other than that prohibited by clauses 1.1(a) or 1.1(f), and otherwise to use or operate the Box (in any manner whatsoever, during the business hours of the Safe Deposit Box facility area).

- 3.2 Except on termination of this agreement when clause 9 will apply, before leaving the premises, you or your Access Agent must re-lodge the Box in the locker and, using one of your Box keys, re-lock the Box. (Locking with your key automatically engages both locks).
- 3.3 Subject to clause 7, Westpac will refuse to give any person access to the Box if their name is not recorded as a Customer or Customer's Access Agent for that Box, unless Westpac is compelled to do so by law.
- 3.4 Westpac may refuse you or your Access Agent(s) access to the Box if Westpac has reasonable cause to suspect that you or your Access Agent is under duress, or accompanied by an unauthorised or suspicious person.
- 3.5 You acknowledge that Westpac will:
- (a) never know what is in the Box;
  - (b) not insure the Box or its contents;
  - (c) not be bailee of anything kept in the Box;
  - (d) not have possession, custody or control of anything kept in the Box.
- 3.6 If something kept in the Box is lost, it will not be presumed that the Box has been opened by an unauthorised person.
- 3.7 If you use the car park at 79 Queen Street while visiting the premises, you acknowledge that Westpac does not operate the car park and is not liable for any loss or damage suffered as a consequence of your using the car park.

## 4. Liability

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- 4.1 Subject to the Consumer Guarantees Act 1993, Westpac does not accept responsibility for any loss of or damage to the contents of the Box and shall have no liability for or arising out of such loss or damage. Insurance of the contents is your responsibility since Westpac is unaware of the contents or their value.
- 4.2 If more than one person signs this form as Customer, the obligations of each of them are joint and several. Anything done or agreed by one binds each of them and anything done by- a Customer's Access Agent binds each of them. The Customer or, if more than one, the Customers jointly and severally will be responsible for the acts or omissions of any Customer's Access Agent as fully as if they were the acts or omissions of the Customer(s).

## 5. Appointment And Removal Of Customer's Access Agents

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To authorise another person to have access to the Box, you must:

- (a) complete and sign an application in Westpac's prescribed form; and

- (b) cause that person to have their fingers scanned by Westpac and to furnish Westpac with a specimen signature and such personal details as Westpac may require.

If you wish to terminate the authority of any person authorised to have access to the Box, you must advise Westpac in writing in a form acceptable to Westpac (including on Westpac's prescribed form).

## 6. Keys

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- 6.1 When this agreement is signed and you have paid the first annual fee and key fee, you will be given two keys to the Box. No duplicate keys will be kept by Westpac but Westpac holds a further key which is required to open the Box.
- 6.2 You may not make or cause to be made any duplicate keys.
- 6.3 Westpac will not obtain a replacement key, instead; If either of your keys is lost, stolen or damaged, you must immediately notify Westpac in writing. Westpac will (following receipt of your written instructions), have a new lock fitted and 2 new keys issued at the customers expense.
- 6.4 You will not be entitled to have the Box broken open or to have its lock replaced except on such terms and conditions as will be acceptable to Westpac and you will pay Westpac any costs incurred in opening or repairing the Box and the cost of any new locks and keys. These costs must be paid immediately Westpac asks you to pay them. In any event, Westpac will not be responsible for any damage to or loss of any contents of the Box as a result of the Box having to be broken open.
- 6.5 You must notify Westpac in writing immediately if you subsequently find your lost or stolen key and (if this agreement has then terminated) return it promptly to Westpac.

## 7. Access By Authorised Persons

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- 7.1 Westpac will not be liable to you or to any other person for any loss or damage which may be caused if Westpac complies with:
- (a) any order from a Court or government or other competent authority, including the Serious Fraud Office, the Police, the Commissioner of Inland Revenue or any authorised officer of the Inland Revenue; or
  - (b) any request from a person who has control over your property (for example a trustee, a liquidator, receiver or statutory manager or a public official or body) because of your insolvency, bankruptcy, incapacity or placement in statutory management (or similar circumstance);

which requires Westpac to:

- (c) open the Box or allow another person to open it (including by force);
- (d) allow a person to examine or take any of the contents of the Box;
- (e) refuse to give you or your Access Agent access to the Box; or

which otherwise affects the Box or any of its contents. You must pay Westpac its costs in complying with any such order or request, immediately it asks you to pay them. This

includes, but is not limited to, the cost of opening and repairing the Box and the cost of new locks and keys.

- 7.2 You will also indemnify Westpac on demand against reasonable costs incurred by Westpac in determining whether Westpac is obliged, by law, to comply with such an order or request.
- 7.3 If Westpac suspects that the Box contains something of the nature prohibited by clause 1.1 (a) or is being used for any unlawful purpose or if Westpac is required to open the Box by any competent authority, Westpac may (but is not obliged to) ask you to open the Box for inspection. Should you or your Access Agent fail to do so, Westpac may have the Box broken open at your risk and cost and deal with or dispose of the contents at your risk and cost as Westpac may think fit.

## 8. Deceased Customers

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- 8.1 Where only one person signs this agreement as Customer (or where more than one person signs this agreement as Customer), the death of that Customer (or those Customers) shall not revoke the rights of that Customer's (or those Customers') Access Agent(s) to access the Box until the Manager of the Safe Deposit Facility receives written notification of the death of that Customer (or the deaths of those Customers).
- 8.2 If only one person signs this agreement as Customer (or if more than one person signs this agreement as Customer) and Westpac is advised that that Customer (or those Customers) has (or have) died, Westpac may give access to the Box to any person who produces the death certificate of that Customer (or those Customers) and satisfies Westpac that they are acting on behalf of that Customer (or those Customers), but only to obtain details of the contents of the Box or to remove that Customer's (or those Customers') will(s) or receipt(s) for burial allotment. Two members of Westpac's staff must be present when the Box is opened.
- 8.3 If more than one person signs this form as Customer and any of them dies, and Westpac has notice of such death, the contents of the Box will, as far as Westpac is concerned, be deliverable to the survivor or survivors and Westpac will not be liable if it delivers those contents to the survivor or survivors.

## 9. Expiry Or Termination Of This Agreement

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- 9.1 Westpac may terminate this agreement at any time without assigning any reason, by giving you 30 days' notice in writing, or 7 days' notice in writing if you are in breach of any of the terms of this agreement. You may terminate this agreement at any time by giving Westpac's Manager, Safe Deposit Box Facility notice in writing on Westpac's prescribed form.
- 9.2 If Westpac terminates this agreement and, at the time of termination, you have paid Westpac all amounts due under this agreement and are not otherwise in breach of this agreement, Westpac will refund to you a proportionate part of the annual fee already paid by you for the unexpired part of the year in respect of which that fee has been paid. The key fees will be refunded in whole or in part on termination. There will be no refund of the annual fee if you terminate the agreement.
- 9.3 When this agreement is terminated under clause 9.1, you must promptly remove everything from the Box, return, in good condition, the keys and the access card(s) that Westpac has provided to you (or your Access Agent(s) under this agreement (other than those which you have notified Westpac as being lost, stolen or damaged and

which you have not since found), and comply with Westpac's termination procedures. If you fail promptly to return the keys to the Box in good condition, you will pay Westpac on demand the cost of any new locks or keys and any costs in opening or repairing the Box.

9.4 If you fail to comply with clause 9.3 Westpac may notify you of that failure. If that failure continues for 14 days after the notice:

- (a) Westpac may open the Box 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) you must pay Westpac on demand:
  - all costs incurred in opening the Box, replacing the locks and removing and storing the contents,
  - a fee for using the Box during the period when you were not licensed to use it (this fee will be calculated by Westpac 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; and
- (c) Westpac will have a lien on the contents removed from the Box 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 Westpac 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 applicable law relating to the disposal of uncollected goods).

9.5 If Westpac sells any of the contents:

- (a) Westpac 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 Westpac account. If you do not have an account, Westpac may open one in your name. If there is a deficiency you must make this good on demand;
- (b) Westpac does not have to pay you interest on the sale proceeds and only has to account for the amount received less the amount deducted under clause 9.5(a); and
- (c) Westpac's receipt for the sale proceeds will be a good discharge to the purchaser.

9.6 The following provisions of this agreement will survive the termination of this agreement, namely clauses 1.2, 6.4, 6.5, 7, 9 and 11 and any other provisions which by implication are intended to survive termination.

## 10. Code Of Banking Practice

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10.1 General descriptive information about banking services is set out in the Code of Banking Practice. A copy of this is available on request. Each relevant provision of the Code of Banking Practice will apply to this service from the date Westpac adopts that provision.

## 11. Use Of Information

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11.1 You agree to be bound by the conditions set out in this agreement in addition to any other conditions which may be imposed by Westpac.

- 11.2 You certify that all information supplied by you in this agreement is true, correct and complete in every respect.
- 11.3 You authorise Westpac and its related companies to use all information that they hold about you now or in the future to make available to you the full range of financial services offered by Westpac and its related companies.
- 11.4 You authorise Westpac to make all necessary enquiries concerning your credit rating, residence and employment from whatever source Westpac considers appropriate, and authorise any party approached to provide such information to Westpac.
- 11.5 You authorise Westpac to disclose your personal information to credit rating and credit reporting agencies and (if necessary) to any person Westpac may appoint to collect any outstanding debt relating to this agreement.
- 11.6 You acknowledge that Westpac may disclose your personal information, including your handscan details, to the Police if Westpac has reasonable grounds to believe it is necessary for the maintenance of the law.