

Important notice to Commonwealth Bank customers

Effective 6 February 2021 (unless otherwise specified below), the What you need to know about Safe Deposit Safe Features and terms and conditions dated 12 March 2014 is amended as follows:

Page 1, If I lost my keys, could the finder open my safe?

effective 1 May 2019, add a new paragraph as follows “Always remember to safeguard your keys and any other devices you need to access your facility and keep them in a safe place”.

Page 3, Safe Deposit Safes are located in the following branches, effective 1 October 2018, delete the table under the heading and replace with the “Contact a branch for Safe Deposit Safe locations”.

Page 4, General Information, effective 1 May 2019, delete paragraph g and replace with “g. The Banking Code of Practice sets out the standards of practice and service in the Australian banking industry. The relevant provisions of the Banking Code of Practice applies to the products and services covered by these Terms and Conditions”.

Page 6, Safe Deposit Hiring Agreement terms and conditions, effective 6 February 2021, replace clause 9 with the following “Unlimited free access to your Safe Deposit Safe facility is only available during the opening hours of the site where your safe is located”.

Page 7, Safe Deposit Hiring Agreement terms and conditions, effective 1 October 2018, delete and replace paragraph 14 with “You must not place in the facility any cash, liquids, explosives, weapons, illegal items or items obtained illegally, dangerous goods or any item(s) which the bank may reasonably consider a nuisance or potential nuisance to the bank, its employees or customers”.

Page 8, Safe Deposit Hiring Agreement terms and conditions, clause 20, effective 1 October 2018, replace with the following “At the end of the hiring term or on earlier termination of the hiring, if you

Continued overleaf

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have not collected the contents within 30 days of us requiring you to do so the bank may at your risk and expense open the safe, remove all the contents and place them elsewhere in the Bank's premises or such other premises the Bank may determine and the Bank shall not be liable for any loss or damage to such contents. If, after such period as is reasonable and appropriate in all the circumstances, the contents have not been claimed by you or by your legal personal representative or other authorised person, the Bank shall be entitled to proceed in respect of the unclaimed contents, in accordance with the any applicable law, relating to the disposal of uncollected goods”.

Page 9, 21. Safe Deposit hiring Agreement Terms and Conditions, effective 1 May 2019, insert new sentence at the end of the section as follows “Contact the branch where your safe custody is held to close your facility.”

Page 9, Safe Deposit Hiring Agreement terms and conditions, effective 6 February 2021, clause 21, delete the words “No access fee applies to the termination of this Agreement”.

Page 10, Safe Deposit hiring Agreement Terms and Conditions, effective 1 May 2019, delete clause 26 and replace with “26. If you conduct a facility jointly with another person:

- Your liability under this Agreement shall be joint and several
- If one of you dies, the survivor or survivors will be considered by the Bank to be the sole hirer(s) of the facility
- When the facility is opened, each of you has authority independently of the other to:
 - operate the facility
 - authorise a third party to have access to the facility

However, if you ask us, we will change the authority to operate the facility so that the consent of all joint hirers is required before the facility can be operated and/or accessed.

- The Bank is not obliged to enquire into the circumstances of any instructions you give in relation to the conduct of the joint facility. The Bank is not liable for any loss or damage you or anyone else suffers due to the Bank acting on those instruction in good faith, unless it is proved that the Bank was negligent”.

Page 11, Changes to your facility terms and conditions, effective 1 May 2019, at the end of the section add “g. give you a shorter notice period, or no notice, of an unfavourable change if we believe doing so is necessary for us to avoid, or to reduce, a material increase in our credit risk or our loss”.

Page 12, Safe Deposit hiring Agreement Terms and Conditions, Not happy with the change? effective 1 May 2019, insert new sentence at the end of the first paragraph under the heading, as follows “Contact the branch where your safe custody is held to close your facility”

Page 18, effective 9 July 2018, Replace “24 hours a day, 7 days a week” with “6am - 10pm (local time) for general inquiries. Some services are available 24x7.”



What you need to know about Safe Deposit Safe

Features and
terms and conditions



Features and terms and conditions

Who is looking after your valuables while you are reading this brochure?

Some things are too valuable or important to leave at home. For example, what would happen if you lost your:

- jewellery;
- birth/marriage certificates;
- coin/stamp collections;
- family heirlooms;
- bonds and share certificates.

Some things can never be replaced.

Protect them in a Safe Deposit Safe

Why worry about their safety when you can hire a Safe Deposit Safe from the Commonwealth Bank.

Our Safe Deposit Safes are located in a strongroom at the place of lodgement or at such other locations the Bank may notify from time to time.

Interested?

While you are thinking about it let us try to answer a few questions that may occur to you.

Are the Safe Deposit Safes fire proof?

Yes. All of the safes and the Bank's strongrooms are fire proof.

Can others have access to my Safe Deposit Safe?

Only if they are authorised by you, or we are required to allow access eg, by court order or other compellable process. The Bank itself may also have access in specified circumstances. Please refer to Clause 20.

If I lost my key, could the finder open my safe?

No. Before anyone is allowed access to a safe the identity of the person must be verified by the Bank.

Can anyone see what I have in my Safe Deposit Safe?

No, not unless authorised by law or by you. Your possessions are in a closed container in a safe and you will be given the utmost privacy when you open the safe and deal with the contents.

Do I need to insure the valuable contents of my Safe Deposit Safe?

Except in the circumstances specified in Clause 20, the Bank has no knowledge of the contents of your Safe Deposit Safe and accepts no responsibility for any loss or damage to the contents. Accordingly, it is your responsibility to insure the contents.

Can a member of the staff open my Safe Deposit Safe?

No, not in normal circumstances. The key used by our staff controlling the Safe Deposit vault cannot open any Safe Deposit Safe on its own. All it does is prepare the lock for your key. The duplicate of your key is retained by the Bank which reserves the right to open the safe on termination of the hiring and to remove the contents should you fail to do so. Also, the Bank may be compelled by law, at any time, to open the safe and remove the contents.

Where are Safe Deposit Safes available?

Safe Deposit Safes are located in certain branches, in all capital cities, in some suburban areas and in major country cities.

A list of these branches is shown on page 3.

Safe Deposit Safes are located in the following branches:

Australia	
NSW	48 Martin Place, Sydney 120 Pitt Street, Sydney Haymarket, Sydney Bondi Junction Burwood Chinatown Manly Maroubra Junction Miller and Berry Streets, North Sydney Parramatta Newcastle Wollongong South Wagga Wagga
VIC	385 Bourke Street, Melbourne 367 Collins Street, Melbourne Flinders and Elizabeth Streets, Geelong, Melbourne
QLD	King George Square (Adelaide and Albert Streets), Brisbane Toowoomba
SA	96 King William Street, Adelaide
WA	150 St Georges Terrace, Perth Fremantle
ACT	London Circuit and Ainslie Avenue, Canberra
TAS	81 Elizabeth Street, Hobart

The Bank reserves the right to change the site at which it keeps a Safe Deposit Safe. The new site may be other Bank premises or secure non-Bank premises. The Bank will provide you with 30 days' prior written notice should it intend to change the site at which you have a Safe Deposit Safe.

We will use our reasonable endeavours to make sure you are not inconvenienced by any relocation. If you are not happy with any decision of ours regarding relocation of your facility you may terminate your facility without penalty. You will receive a pro-rata refund of any fees which have been paid in advance

- a. **'you'** and **'your'** is a reference to the hirer and his legal personal representative and includes a reference to any third party authorised by you to access your safe deposit, with the intent that you shall be liable for any access to your safe deposit and for any failure on the part of any such third party to observe these terms and conditions.
- b. **'Bank'** means Commonwealth Bank of Australia ABN 48 123 123 124.
- c. **'hirer'** means the person(s) or entity(s) in whose name the Safe Deposit Safe facility is held.
- d. **'site'** means a branch of the Bank or a secure building/ premises owned by a party other than the Bank.
- e. We urge you to read carefully through the terms and conditions. If you do not understand any part of them, please contact our staff. They will be happy to explain any matter to you.
- f. We strongly recommend that you keep this brochure as it contains information which could be important to you later.
- g. The relevant provisions of the Code of Banking Practice apply to a Safe Deposit Safe facility if it is held by an individual, either alone or jointly with other individual(s), or a small business customer.

Safe Deposit Hiring Agreement

terms and conditions

1. This service when supplied to you as a consumer comes with a non-excludable warranty under consumer protection laws that it will be carried out with due care and skill and be reasonably fit for the purpose. If we breach any of those warranties you may be entitled to compensation. When you are not a consumer under consumer protection laws our liability for loss or damage is limited to re-supplying the service to you or paying the costs of having the service resupplied to you. When you are a consumer under consumer protection laws our liability is limited in this way only to the extent permitted by those laws.
2. For all Safe Deposit Safe facilities entered into after 1 November 2004, there shall be no more than 4 persons entitled to access the safe (excluding any authorised third party). An establishment fee, as determined by the Bank from time to time, is payable for all Safe Deposit Safe facilities entered into after 1 November 2004. This fee is in addition to the annual hiring fee as mentioned in clause 3.
3. The hiring fee, as determined by the Bank from time to time, is payable by you in advance. Goods and services tax is levied on fees received by the Bank for a taxable supply. The Bank passes the goods and services tax on to you as part of the hiring fee. A pro-rata refund is given for broken periods.
4. The hiring fee may be paid by automatic deduction from a nominated bank account or by invoice.
5. The opening of a Safe Deposit Safe facility is conditional upon:
 - you providing the Bank with the necessary identification information it requires; and
 - the Bank carrying out any necessary verification check(s).
6. The term of the hiring will be by agreement between the hirer and the Bank. The term may be extended, and any extension of the term may be further extended, from time to time upon payment of the hiring fee required by the Bank for the extended period. These terms and conditions shall apply to every such extension.
7. You must remove the contents and return the key of the safe immediately the term or any extension of the term of the hiring comes to an end. Until such time as you remove the contents and return the key, the Bank shall be entitled, at its option, to charge you a fee for the continued use and occupation of the safe for the period from the date to which the hiring fee has been paid until the date you return the key. The amount of the fee for your continued use and occupation of the safe will be determined by the Bank having regard to the fee last paid by you in respect of the hiring.
8. You shall be entitled to have access to the safe during the opening hours of the site where your safe is located.
9. An access fee is payable by you for any access made in excess of 12 free accesses allowed during a calendar year, which are non-cumulative. Alternatively, you may elect to pay an annual unlimited access fee, as determined by the Bank from time to time, for unlimited access to your Safe Deposit Safe facility during the year. A pro-rata refund is given for broken periods.
10. You authorise the Bank to recognise and act upon any written and signed instructions given by you to the Bank in respect of your Safe Deposit Safe facility. If we believe on reasonable grounds that to do so might cause loss to you or us, the Bank will not be obliged to comply with your instructions. As between you and the Bank, all such written and signed instructions shall, notwithstanding your death or other revocation of the instructions, remain in full force and effect until such time as the Bank actually receives notice of your death or of the other revocation.
11. You must not assign or sublet the hiring.
12. (i) If the key to the Safe is lost you must notify the Bank immediately.
(ii) If the key is lost or you do not surrender it in accordance with clause 7, you will bear the cost of replacing the key.
13. The Bank shall have a lien over the contents of the safe for all moneys due to the Bank under this Agreement.

Safe Deposit Hiring Agreement terms and conditions

14. You must not place in the safe any explosives or dangerous goods or anything which in the reasonable opinion of the Bank may be or become a nuisance to the Bank or to its employees or customers.
15. The Bank and its officers will not be liable for any loss of or damage to the contents of the safe caused by fire, flood, earthquake, hurricane, volcanic eruption, failure of any electricity supply, defect in any lock or control, act of war, strike, lock out or riot.
16. The contents of the safe are unknown to the Bank and you have sole responsibility for obtaining insurance cover over the contents of the safe.
17. The Bank may:
 - allow access to and/or removal of the contents of the safe (including any sealed or locked containers) by an authorised person;
 - produce and deliver the contents of the safe to an authorised person;
 - supply any information in respect of the contents or in respect of this Agreement to an authorised person.
 - For the purposes of this clause, an authorised person is any person who in the reasonable opinion of the Bank is or might be assumed to be authorised to require such access, removal, production, delivery or information by or under any court order or other compellable process, whether or not that person is in fact so authorised.
 - The Bank may open the safe for any purpose referred to in this clause. All reasonable costs and expenses incurred by the Bank arising out of or incidental to the granting of access to or the removal, production or delivery of the contents of the safe or the supply of any information as referred to in this clause, shall be payable by you on demand.
18. At any time before the end of the term or any extension of the term of the hiring, the Bank shall be entitled in its discretion to terminate the hiring on reasonable written notice to you. If this should happen, once you have returned the key to the safe and certified to the Bank in writing that the whole of the contents of the safe have been removed, the Bank shall refund to you a due proportion of the hiring fee paid by you for the unexpired period of the term of the hiring, calculated from the date on which you return the key to the Bank. The Bank shall then be under no further liability to you.
19. If it appears to the Bank that you may:
 - a) be a proscribed person or entity under the Charter of the United Nations Act 1945 (Cth);
 - b) to be in breach of the laws of any jurisdiction relating to money laundering or counter-terrorism;
 - c) appear in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction; or
 - d) act on behalf, or for the benefit of, a person listed in subclauses (a) to (c);the Bank may immediately:
 - e) refuse access to your facility;
 - f) suspend the provision of a product or service to you;
 - g) refuse to return, deliver or produce the contents of any envelope, packet or box;
 - h) refuse to allow or to facilitate any assets of yours held by the Bank to be used or dealt with; or
 - i) terminate your facility.The Bank will be under no liability to you if the Bank does any or all of these things. Our rights under this clause are in addition to all other rights we may have.
20. At the end of the term of the hiring or on earlier termination of the hiring, if you have not collected the contents within 30 days of us requiring you to do so the Bank may at your risk and expense open the safe, remove all contents and place them elsewhere in the Bank's premises or such other premises the Bank may determine and shall not be liable for any loss of or damage to such contents. If, after such period as is reasonable and appropriate in all the circumstances, the contents have not been claimed by you or by your legal personal representative or other authorised

Safe Deposit Hiring Agreement terms and conditions

person, the Bank shall be entitled to proceed in respect of the unclaimed contents, in accordance with any applicable law relating to the disposal of uncollected goods.

21. You or any third party authorised by you to access the Safe Deposit Safe may terminate this Agreement at any time subject to the Bank satisfactorily identifying the person(s) terminating this Agreement. Upon termination of this Agreement all outstanding fees must be paid before the Bank releases the contents of the safe. No access fee applies to the termination of this Agreement. A pro-rata refund will be applied to fees paid in advance.
22. Any notice by the Bank to you or your legal personal representatives shall be sufficiently served if sent to you by post to the address last recorded by the Bank for the purposes of this Agreement or by being affixed to the safe for forty-eight hours, and shall be effective notwithstanding that you may be dead, bankrupt, lunatic or absent from the state in which the Safe Deposit Safe is located.
23. The Bank shall be entitled to debit your account in the books of the Bank for the hiring fee as and when the fee becomes payable, and for any other moneys payable under this Agreement.
24. You are liable to pay any charges made by the Bank for services that are ancillary to your Safe Deposit Safe facility, such as a fee for each additional key. A schedule of Safe Deposit Safe fees may be obtained from any branch in which Safe Deposit Safes are located.
25. The Bank may keep a duplicate key of the safe which will only be used by an Executive General Manager, Regional General Manager, or someone expressly authorised by one of them.

26. When there are two or more hirers of a safe:

- you will be joint tenants and the survivor or survivors if any one of you dies shall have access to and be considered by the Bank to be the sole hirer(s) of the safe;
- your liability under this Agreement shall be joint and several;
- the rights of the hirer under this Agreement may be exercised by:
 - any one hirer acting alone;
 - all hirers acting together; or
 - any hirer(s) as may be authorised in writing by all the hirers.

The Bank is not obliged to enquire into the circumstances of any instructions you give in relation to the conduct of the joint facility. The Bank is not liable for any loss or damage you or anyone else suffers due to the Bank acting on those instructions in good faith, unless it is proved that the Bank was negligent.

27. The Bank may from time to time change the site where the Bank keeps your safe from the site where lodgement was made to another site by giving you 30 days written notice of the Bank's intention to do so. Should the site of your safe be changed to another site the Safe Deposit Hiring Agreement terms and conditions will continue to apply. We will use our reasonable endeavours to minimise any inconvenience to you from any relocation. If you are not happy with any decision of ours regarding relocation of your facility you may terminate your facility without penalty. You will receive a pro-rata refund of any fees which have been paid in advance.

28. Variations

Changes we can make

A. Changes to your facility features

We may from time to time:

- a) add fees or charges;
- b) remove fees or charges;
- c) change the amount of any fee or charge.

Each of the changes in paragraphs (a) to (c) is a separate right and this clause A is to be read as if such change was a separately expressed right.

B. Changes to your facility terms and conditions

We may from time to time change any of the terms and conditions of your facility to:

- a) change the basis on which fees are charged;
- b) adjust our fee structure;
- c) change the frequency with which fees are payable;
- d) add new concessions or benefits;
- e) change or remove any concessions or benefits; or
- f) adopt or implement any legal requirement, decision, recommendation, regulatory guidance or standard of any court, tribunal, ombudsman service or regulator.

Each of the changes in paragraphs (a) to (f) is a separate right and this clause B is to be read as if such change was a separately expressed right.

C. Without limiting our rights under clause B, we may from time to time change any of the terms and conditions of your account.

How we notify you of changes to your account features and terms and conditions?

We will give you notice of the change before or when the change takes effect.

Unless otherwise stated we will give you prior written notice of the change. We will give you 30 days prior written notice if the change relates to the introduction of a new fee or charge in relation to the facility.

If the change is to an existing fee or charge, or the Bank otherwise varies these terms and conditions, the written notice may take the form of an advertisement in a leading daily newspaper in your state or territory no later than the day the change takes effect.

We notify you of the introduction of or change to any Government charge either in writing or by advertisement in a leading daily newspaper in your state or territory, unless the Government has already publicised the introduction or change.

You agree that we may give you notice as set out in this section.

Not happy with the change?

If you are not happy with any variations and do not wish to accept them, you may terminate your facility in accordance with Clause 21 without fee or charge, subject to the payment of any outstanding fees or charges payable in respect of the facility.

29. You are required to notify the Bank promptly of a change to your name or address.

30. If any provision of these Terms and Conditions is found to be illegal, void or unenforceable for unfairness or any other reason (for example, if a court or other tribunal or authority declares it so) the remaining provisions of these Terms and Conditions will continue to apply to the extent possible as if the void or unenforceable part had never existed.

Customer information and privacy

What information we collect

We collect information about you (such as your name, address and contact details), and information about your interactions with us, such as transactions on your account. We may also collect publicly available information about you.

Why we collect your information and what we use it for

We collect your information because we are required to identify you in accordance with the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* and in order to comply with taxation laws, such as the *Taxation Administration Act 1953* and the *Income Tax Assessment Act 1936*. We also collect it to administer our customer relationships and internal processes including risk management and pricing, to meet our obligations in relation to external payment systems and under our arrangements with government agencies, and to identify and tell you about products and services that may interest you (unless you tell us not to). If you don't want to receive marketing information you can tell us by calling **13 2221** or visiting any branch.

If you give us personal information about another person, you acknowledge that you are authorised to do so and will inform them of the contents of this document.

If you give us your electronic and telephone details, you agree we may use this to communicate with you electronically, by phone or SMS, including providing updates, reminders and (unless you tell us not to) marketing information.

You must give us accurate and complete information; otherwise you may be breaking the law and we may not be able to provide you with the products and services that you require. If you change your personal details (e.g. address, name or email address) you must tell us straight away.

Who we may exchange your information with

We may exchange your information with other members of the Group who may use your information for any of the purposes we can.

We may also exchange your information with others outside the Group, for example, your representatives, our service providers, other financial institutions (for example, in relation to a mistaken payment claim), enforcement and government authorities, relevant public registers, payment system operators (for example, BPAY Pty Ltd) and others as required by law.

Sometimes it may be necessary to send your information overseas – for example, where we outsource functions overseas, send information to Group members overseas, where we need to complete a transaction on your behalf or where this is required by laws and regulations in Australia or in another country. See our Group Privacy Policy for more information.

Our Group Privacy Policy

Our Group Privacy Policy is available on our website at **commbank.com.au** (follow the Group Privacy Policy link) or upon request from any branch of the Bank and should be read in conjunction with the above. It contains further details about our information collection and handling practices including information about:

- other ways we may collect, use or exchange your information;
- how you may access and seek correction of the information; and
- how to make a complaint about a breach of your privacy rights, and our complaint handling procedures.

We encourage you to check our website regularly for any updates to the Group Privacy Policy.

