

Important notice to Commonwealth Bank customers

Effective 6 February 2021 (unless otherwise specified below), the Important Information about Safe Custody Terms and Conditions dated 12 March 2014 is amended as follows:

Page 1, About these Terms and Conditions, effective 1 May 2019, delete the paragraph under the heading “These terms and conditions govern the Bank’s Safe Custody facility” and replace with “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 apply to the products and services covered by these Terms and Conditions”.

Page 3, Opening a facility, effective 1 October 2018, delete and replace third bullet point under the heading 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 reasonably may consider a nuisance or potential nuisance to the bank, its employees or customers”.

Page 3, 1. Opening a Facility, effective 1 May 2019, add an additional bullet point at the end of the section as follows “Always remember to safeguard your keys and any devices you need to access your facility and keep them in a safe place”.

Page 4, Access, effective 6 February 2021, replace first bullet point with the following “Unlimited free access to the facility is only available during the opening hours of the branch where we keep your sealed envelope, packet or box for Safe Custody (which may vary in accordance with clause 4)”.



Page 5, Terminating the facility, clause 5, effective 1 October 2018, replace with the following “At the of end of the hiring term 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 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 5, Terminating the facility, effective 6 February 2021, delete fourth bullet point “No access fee applies to the termination of a facility”.

Page 5, Bank charges, effective 6 February 2021, delete second bullet point “An access fee is payable by you for any access made to the envelope, packet or box in excess of one access per calendar month. The one free access per month is not cumulative”.

Page 5, Bank charges, effective 6 February 2021, fourth bullet point, delete words “and access”.

Page 7, General Information, Section 11, Variation of terms and condition, Changes we can make, effective 1 May 2019, add “D. We may 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 9, Closure of facility, effective 6 February 2021, first paragraph, delete words “and access”.

Page 10, 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.”



Important information about Safe Custody.

[Terms and conditions](#)



About these Terms and Conditions

These terms and conditions govern the Bank's Safe Custody facility.

The relevant provisions of the Code of Banking Practice apply to a Safe Custody facility if it is held by an individual, either alone or jointly with another individual, or a small business customer.

Definitions

Bank

means the Commonwealth Bank of Australia ABN 48 123 123 124

business day

means any day on which the Bank is open for the transaction of business in relation to a Safe Custody facility.

facility

means a Safe Custody lodgement.

you

means the person or entity in whose name the Safe Custody facility is held.

General Information

1. Opening a facility

- In opening a facility, you agree to these terms and conditions.
- Safe Custody facilities may not be available at all branches. The Bank accepts sealed envelopes, packets or boxes for Safe Custody provided sufficient space is available at the branch of the Bank where the facility is offered before lodgement is made.
- You must not place in the facility any explosives or dangerous goods or any item(s) which the Bank reasonably considers a nuisance or potential nuisance to the Bank, its employees or customers.
- The opening of this 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).

2. If you conduct a facility jointly with another person

- Your liability for fees under the facility shall be joint and several.
- If one of you dies, the survivor or survivors will be considered by the Bank to be the Bank's client(s) in relation to the facility.
- Unless otherwise agreed with the Bank 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.
- 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.

3. Access

- Access to the facility is only available during the opening hours of the branch where we keep your sealed envelope, packet or box for Safe Custody (which may vary in accordance with clause 4).
- Except as required under, eg, a court order or other compellable process, only you or a third party authorised by you is allowed access to the facility.
- You authorise the Bank to recognise and act upon any written and signed instructions given by you to 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 the Bank receives actual notice of your death or of the other revocation.
- Without inspection by the Bank of the contents of any envelope, packet or box, the Bank may:
 - i) produce and deliver that envelope, packet or box to you or a third party authorised by you; or
 - ii) supply any information in respect of that envelope, packet or box (except its contents, which are unknown to the Bank) to you or to a third party authorised by you.

4. Transfer

- We may vary the branch where we keep your sealed envelope, packet or box for Safe Custody from the branch where lodgement was made from time to time by giving you 30 days written notice of our intention to do so. Transfer of any envelope, packet or box to another branch and the Safe Custody thereof shall continue to be subject to the Safe Custody terms and conditions.
- 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, subject to the payment of any outstanding fees or charges. You will receive a pro-rata refund of any fees which have been paid in advance.

* Such authority continues until notice of cancellation of authority is received from any one of you. At that time, a new form of authority must be signed by all of you.

5. Terminating the facility

- Your envelope, packet or box is deliverable on your written order addressed to the Bank and the facility is thereby terminated.
- You or any third party authorised by you to access the facility may terminate the facility at any time subject to the Bank satisfactorily identifying the person(s) terminating the facility.
- Upon termination of the facility, all outstanding fees must be paid before the Bank releases the envelope, packet or box.
- No access fee applies to the termination of a facility.
- The termination of a facility must be made at the branch of the Bank where the facility is held at the time.

6. Bank charges

- An annual fee applies to each envelope, packet or box lodged with the Bank. The full annual fee is payable at the time of the initial lodgement and subsequently on the anniversary date of the facility. We will provide a refund to you on a pro-rata basis if you terminate the facility in any year prior to the anniversary date of the facility. We will also make a pro-rata adjustment for any broken periods during any year, subject to you being up to date with the annual fee.
- An access fee is payable by you for any access made to the envelope, packet or box in excess of one access per calendar month. The one free access per month is not cumulative.
- All reasonable costs and expenses incurred by the Bank incidental to or arising out of the production, delivery or supply of any information referred to in clause 3, are payable by you.
- Annual and access fees (where applicable) and incidental expenses are payable to the Bank on demand or by the Bank debiting a bank account nominated by you.

- For details of the Bank's current fees please refer to the schedules of standard fees and charges obtainable from any branch or by phoning the Bank on **13 2221**.

7. Goods and services tax

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 its fee.

8. Insurance is your responsibility

- Envelopes, packets and boxes are sealed against inspection and the contents are unknown to the Bank.
- You have sole responsibility for obtaining and maintaining appropriate insurance cover over the contents of your envelope, packet or box.

9. Liability of the Bank

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. Unless we breach those warranties, you will not be entitled to any compensation for any loss or damage that you suffer as a result of us failing to redeliver an envelope, packet or box or its contents, or as a result of redelivery in a damaged state.

10. Breach of laws/refusal of service

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

General Information

- 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.

11. Variation of terms and conditions 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 paragraph (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 5 without fee or charge, subject to the payment of any outstanding fees or charges payable in respect of the facility.

12. Privacy

The Bank may collect information about you (such as your name, address and contact details), and information about your interactions with the Bank. The Bank collects your information in order 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* to provide you with the Safe Custody service. For more information about how the Bank collects and handles personal information, including how you can access or correct your information or contact the Bank with any feedback, please see the Group Privacy Policy available on www.commbank.com.au

13. Change of name or address

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

14. Closure of facility

The Bank is entitled to terminate a facility if the nominated Bank account to which the annual and access fees (where applicable) are charged is closed and you do not, within 30 days of us requiring you by written notice to do so, make alternative arrangements for the payment of such fees.

The Bank is entitled to terminate your facility at anytime, in its reasonable discretion, by not less than 30 days written notice to you. If this should happen, your envelope, packet or box will be made available to you at the branch of the Bank where the facility is held at the time. Upon termination of the facility, all outstanding fees (if any) must be paid before the Bank releases the envelope, packet or box. If you have paid in advance, then the Bank will refund to you a due proportion of the fee paid by you for the unexpired period of the term of the facility, calculated from the date on which you collect your envelope, packet or box from the Bank. The Bank shall then be under no further liability to you.

15. Severance

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.

13 2221

24 hours a day, 7 days a week
commbank.com.au

Commonwealth Bank of Australia
ABN 48 123 123 124

