

International Bank Drafts – Terms and Conditions

- 1) These terms and conditions apply to International Bank Drafts (**Draft's**).
- 2) In these terms and conditions, "you" means the person or persons authorising this request. If more than one person is authorising this request, then "you" means all of them together and each of them individually. The **Bank** means The National Bank, part of ANZ National Bank Limited.
- 3) You agree that the Bank (to the extent permitted by law):
 - a) May decline to act or delay acting on your instructions if it has good reason to do so
 - b) May decline to act where there are insufficient funds in your accounts to action your request;
 - c) Will not be liable where it has acted reasonably and in accordance with your instructions; and
 - d) Will not be liable to any third party for any loss suffered as a result of matters outside the Bank's reasonable control.
- 4) No responsibility including that by reason of negligence arising in any way for loss, damage or delay (including but not limited to loss, damage or delay in post or otherwise) or delays, errors or omissions is accepted by the Bank, its employees or any bank appointed by the Bank on your behalf. You agree that no other conditions expressed or implied other than those appearing here shall apply and warrant that all the particulars provided to the Bank are correct.
- 5) The Bank may use the services of another bank or agency (each an **Overseas Bank**) to give effect to your instructions. To the maximum extent permitted by law, the Bank and its employees and agents accept no responsibility and will not be liable for any loss or damage resulting any act or thing done or omitted to be done by the Bank while acting in good faith on your instructions or by any Overseas Bank.
- 6) You authorise the Bank to debit your selected account with the total cost of the Draft requested (including the New Zealand Dollar equivalent of the amount of the Draft exchanged at the Bank's "sell" rate and any fees associated with your request), and each other amount referred to in these terms and conditions.
- 7) If you want to send a Draft in a foreign currency and you used New Zealand dollars to pay for your Draft, if you request the Bank to stop payment or repurchase that Draft, your funds will be exchanged and returned to you at the Bank's "buy" exchange rate. This exchange rate will be different to the Bank's "sell" rate used to calculate the cost to you in New Zealand dollars for your Draft, and this may therefore result in you being refunded less than the amount you originally paid for the Draft. Please note that the Bank will not be able to stop payment on a Draft once it has been paid by the Bank. Any stop payment may also result in charges being deducted by an Overseas Bank from the amount you are refunded. The Bank has no control over these charges. Please note that any repurchase will be made at the sole discretion of the Bank and a fee may be payable. A fee may also be payable by you in respect of any stop payment request. Details of these fees are available from your branch – please ask.
- 8) A Draft is deemed 'stale' if not presented within a period of 6 months from the date of issue (although timing will depend upon applicable banking laws and regulations in the country of presentation). On application by you, the Bank, at its sole discretion, may repurchase or reissue a stale Draft.
- 9) Where any Draft is lost, you will be responsible for obtaining replacement documents if requested by the Bank. However, the Bank agrees to use its reasonable endeavours to assist you in obtaining replacement documents.
- 10) The payment of funds to the beneficiary of the Draft is the responsibility of the relevant Overseas Bank. You acknowledge that the timing of the payment on the Draft is beyond the Bank's control and the Bank cannot guarantee the payment will be made within any particular timeframe. All enquiries to the Overseas Bank in respect of the Draft will be at your cost.
- 11) The fees payable to the Bank in connection with your Draft will be advised to you or you could visit bank's website <http://www.nbnz.co.nz/personal/ratesandfees/fees/default.aspx> for details. In addition, each of the Overseas Banks may have charges, commissions and/or expenses (Overseas Bank Charges) associated with your Draft or the deposit on the Draft into the beneficiary's account (an encashment fee) over which the Bank has no control. You acknowledge deduction of the Overseas Bank Charges from the beneficiary by the relevant Overseas Bank.
- 12) The information received from you will be securely held by the Bank, and used transmitted for the purposes of actioning your instructions.
- 13) You acknowledge that your personal and other information may be held and processed by other companies in the ANZ Group including Australia and New Zealand Banking Group Limited in Australia (**ANZ Australia**). ANZ Australia is subject to anti-money laundering laws in force in Australia and certain other countries which may prohibit the Bank from entering or concluding transactions involving certain persons or entities. You agree that the Bank and any other ANZ Group company may:
 - a) delay or block any transaction, or refuse to pay any money; or
 - b) disclose any information concerning you or the transaction to the New Zealand Police or Australian Federal Police or equivalent authority in any other country in order to ascertain whether such laws apply to any transaction or otherwise in compliance with laws directed to the prevention and detection of terrorist financing, in the reasonable belief that a transaction may contravene any such law and that the Bank and any other ANZ Group company will not incur any liability to you as a result of such actions.
- 14) In this clause, "money laundering" includes any dealing with the proceeds of criminal activity and any dealing with funds or assets or any person or entity suspected of involvement in terrorism or any terrorist act.
- 15) The Bank complies with international sanctions regulations issued by the Governments and Regulators including United Nations, the European Union, New Zealand, Australia, the United States and any other relevant country (as well as local laws and regulations applicable to the issuing branch). To this end, the Bank's involvement in processing your Draft is conditional upon no involvement whatsoever of any person (natural, corporate, or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person (natural, corporate or governmental) that is sanctioned. The Bank will therefore not undertake or process any such transactions. The Bank shall not be liable for any loss, damage or delay whatsoever arising in connection with the above matters. Please contact the Bank if clarification is required.
- 16) The provisions of the Consumer Guarantees Act 1993 shall have effect notwithstanding any provision to the contrary in these conditions, unless sections 40 or 41 of that Act apply, or unless the following clause applies. It is hereby agreed by you and the Bank that where the you are a business (or has held yourself out as acquiring goods or services for the purposes of a business) that any rights or remedies under the Consumer Guarantees Act 1993 shall not apply in respect of goods and services supplied pursuant to any agreement between you and the Bank.