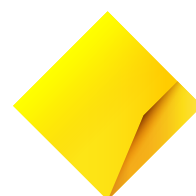


# Safe Custody Facilities

Terms and Conditions

Issued: 14 August 2023





# Privacy collection notice — Safe Custody Facilities

Neither this privacy collection notice nor our Group Privacy Statement (referenced in the 'Our Group Privacy Statement' section below) form part of any contract you have with us.

By opening a Safe Custody Facility, you acknowledge that you have read this privacy collection notice.

## What information we collect

- We may collect information about you and your Authorised Operators, such as your name, address and contact details, and information about your dealings with us, such as access on your facility. We may also collect publicly available information about you.

## Why we collect your information

- We're required to collect information to identify you and your Authorised Operators by law in accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and under taxation laws such as the Taxation Administration Act 1953 and the Income Tax Assessment Act 1936.
- We also collect your information to manage our customer relationship with you and your Authorised Operators to tell you about products and services that may interest you. If you don't want to receive marketing information, you can let us know by calling 13 2221 or visiting any branch.
- We also need your information to manage our internal processes, including risk management and pricing. This meets our commitments to external payment systems and our arrangements with government agencies.
- If you or your Authorised Operators change your personal details (such as your name, address or email address) you must tell us.

## Who we may share your information with

- We may exchange your information or the information of your Authorised Operators with other members of the Commonwealth Bank Group.
- We may also exchange your information with third parties, such as your representatives, other people related to your facility (such as joint facility holders or people who have authority for your facility, such as Authorised Operators) or our service providers, enforcement and government authorities, relevant public registers, payment system operators such as BPAY Pty Ltd and others as required by law.
- Sometimes it may be necessary to send your information overseas — for instance, when we outsource tasks overseas or send information to Group members overseas.



## Our Group Privacy Statement

- You and your Authorised Operators can find our Group Privacy Statement by visiting **commbank.com.au** and clicking the Privacy Statement link, or asking for a copy at any CommBank branch. The policy contains further details about our information collection and handling practices, including:
  - other ways we may collect, use or exchange your information
  - how you may access and seek a correction of the information
  - how to make a complaint about a breach of your privacy rights, and our complaint handling practices.
- We encourage you and your Authorised Operators to check our website regularly for any updates to the Group Privacy Statement.

## How to contact us about privacy concerns

- Email [customerrelations@cba.com.au](mailto:customerrelations@cba.com.au)
- Call us on 1800 805 605
- Write to the address in our Group Privacy Statement.

# Privacy consent



If you and your Authorised Operators give us your email and telephone details, you consent, and will obtain consent from your Authorised Operators, to use these details to communicate with you electronically, by phone or SMS, including providing updates, reminders and (unless you tell us not to) marketing information.

# Contents

1.	About our Safe Custody Facilities.....	7
2.	Opening a Safe Custody Facility.....	9
3.	Using Safe Custody Facilities.....	14
4.	Annual Fees and Charges.....	19
5.	Terminating the Agreement.....	22
6.	Our liability.....	26
7.	Changes to these Terms and Conditions.....	28
8.	General.....	32
9.	How to give us feedback.....	34
10.	We're here to help.....	35
11.	Meaning of words in this document.....	36

# 1. About our Safe Custody Facilities

## 1.1. What these Terms and Conditions cover

These Terms and Conditions apply to CommBank's Safe Custody Facilities. These Terms and Conditions, and where relevant, any associated documentation we provide to you to sign, set out the terms of your contract with us (the **Agreement**).

When two or more Facility Holders open a Safe Custody Facility they are each parties to the Agreement. The Agreement binds the Facility Holders jointly and each Facility Holder separately.

Capitalised terms used in these Terms and Conditions are defined in section **11 - Meaning of words in this document**. Where these Terms and Conditions use the words includes, including, such as, for example, particularly, or any similar expressions, these are not words of limitation and do not intend to limit any subject matter in the context in which they are used.



We encourage you and your Authorised Operators to read this document carefully and thoroughly. Our staff will be happy to explain any part that is unclear. For the latest version of these Terms and Conditions please refer to our Website.

## 1.2. What Safe Custody Facilities does CommBank offer?

- Our Safe Custody Facilities include Safe Custody Packets, Safe Custody Boxes and Safe Custody Vaults.
- Each Site will offer different types of Safe Custody Facilities.
- Our Safe Custody Facilities are intended to store documents and items of different sizes. Please see our Website, for more details about features, benefits, locations and pricing.



# 1.3. On-Sale Products

- An On-Sale Product is a Safe Custody Facility which is available to Eligible Customers. These include:

	Safe Custody Packet	For storing important documents such as a will, power of attorney, marriage certificate or passports.
	Safe Custody Vault	For storing items of various sizes — different size options are available.

# 1.4. Off-Sale Products

- An Off-Sale Product is a Safe Custody Facility which is no longer available for new Eligible Customers but which operates for Facility Holders that opened the Safe Custody Facility prior to it being made unavailable. These include:

	Non-Standard Safe Custody Packet	An envelope provided by you for storing items.
	Safe Custody Box	A container provided by you for storing jewellery and other small valuables.



## 2. Opening a Safe Custody Facility

### 2.1. Availability of Safe Custody Facilities

- The opening of a Safe Custody Facility is conditional upon you providing us with the necessary identification information we require so that we may identify you and carry out any necessary verification checks.
- By opening and operating a Safe Custody Facility, you agree that the latest Safe Custody Facilities Terms and Conditions (published on our Website) apply.
- We will only open a Safe Custody Facility if there is sufficient space available at the Site at which you request a Safe Custody Facility and you meet any eligibility criteria set out by us within these Terms and Conditions or on our Website.

### 2.2. Safe Custody Facility eligibility criteria

- We reserve the right to refuse to establish a Safe Custody Facility at our discretion, including but not limited to if you do not meet all of our eligibility criteria.
- To open a Safe Custody facility you must be an **Eligible Customer**, which means you must:
  - be a current CommBank customer who holds an eligible account that is capable of establishing an automated debit arrangement for Annual Fees and Charges. For the current list of eligible accounts please refer to our Website;
  - be at least 18 years of age for Personal Customers;
  - have an Australian residential address for Personal Customers;
  - have an Australian registered address for non-Personal Customers; and
  - have an ABN or ACN where relevant for domestic businesses (e.g. a sole trader, partnership, company, etc.).

## 2.3. Breach of laws/refusal of service

- If we:
  - reasonably believe you or your Authorised Operator(s) to be a Proscribed Person;
  - reasonably believe you or your Authorised Operator(s) may be using, have used or may plan to use a Safe Custody Facility in a manner which may cause us or any other person loss or harm (for example, in a way which may constitute Financial Abuse); or
  - have made a decision to no longer have a commercial relationship with your or your Authorised Operator(s);

then we may immediately:

- refuse to establish a Safe Custody Facility;
- refuse to allow you to authorise a person as an Authorised Operator for your Safe Custody Facility;
- refuse access to your Safe Custody Facility;
- suspend the provision of the Safe Custody Facility;
- refuse to return, deliver or produce the contents of your Safe Custody Facility;
- report you and/or your Authorised Operators and/or the contents of your Safe Custody Facility to regulators;
- refuse to allow or facilitate access to any assets of yours held with us to be used or dealt with; or
- terminate our Agreement and close your Safe Custody Facility.

## 2.4. Licence to use a Safe Custody Vault

- If you hire a Safe Custody Vault, we will grant to you a limited non-transferable licence to store items in the Safe Custody Vault in accordance with the Agreement.
- This licence begins on the Start Date and renews annually until it is terminated in accordance with section **5 - Terminating the Agreement**.
- You may not sub-license this licence.



## 2.5. What you cannot store in a Safe Custody Facility

- You must only store items that you have full legal entitlement and permission to store in a Safe Custody Facility to the exclusion of third parties. You must not store the property of a person that is not a Facility Holder and which is, or is likely to become, the subject of a claim or dispute over ownership or entitlement.
- You must not store any cash, liquids, perishable goods (such as food), biological material, explosives or anything which may become explosive or combustible, 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 us, our staff or customers.
- While the contents of a Safe Custody Facility are unknown to us, if we have reasonable grounds to suspect that the contents stored in your Safe Custody Facility are prohibited by this Agreement, we may remove such contents immediately and deal with them as we reasonably consider appropriate in the circumstances. This may include destroying the contents or handing them to an appropriate authority. We will not be liable to you for any loss you incur as a result of us taking such action except to the extent any loss is caused by our negligence, fraud or wilful misconduct or that of our agents.

## 2.6. Insurance cover

- You have the sole responsibility for obtaining and maintaining insurance cover over the contents of your Safe Custody Facility. We do not maintain insurance for the contents of your Safe Custody Facility.

## 2.7. Joint Facility Holders

- For all Safe Custody Facilities, there is a maximum of four Facility Holders for each Facility.
- The liability of joint Facility Holders, including for Annual Fees and Charges, is joint and several.
- If you are joint Facility Holders, on opening the Safe Custody Facility the method of operation will be that each of you has authority independently of the other/s (**Sole Operation**) to:
  - operate and access the Safe Custody Facility;
  - remove authority for an Authorised Operator or, to the extent possible, any Authorised Third Party to access the Safe Custody Facility; and
  - terminate the Agreement between all joint Facility Holders and us in accordance with section **5.1 - Your rights to terminate the Agreement**.
- You can let us know when you open a Safe Custody Facility if you wish to change the method of operation to require all Facility Holders to provide authority to complete the above activities (**Joint Operation**).
- Any joint Facility Holder acting on their own may be permitted to:
  - Change the Safe Custody Facility's method of operation from Sole Operation to Joint Operation;
  - Change the Safe Custody Facility address. The Safe Custody Facility address is the address you nominate when you open the facility to which you want us to deliver notices in relation to your Safe Custody Facility; or
  - Place a stop on the facility, for example in the case of disputes between joint Facility Holders.
- Authorisation from all joint Facility Holders is required before we will change the method of operation from Joint Operation to Sole Operation.
- If one of the joint Facility Holders dies, we will consider the surviving Facility Holder(s) to be the Facility Holder(s) of the Safe Custody Facility.
- For the avoidance of any ambiguity, we may exercise our rights under section **2.3 - Breach of laws/refusal of service** in respect of one, some or all joint Facility Holders as we reasonably consider necessary to protect our legitimate interests.

## 2.8. Non-personal Facility Holders and Authorised Parties to Sign

- Non-personal Facility Holders (such as companies or partnerships) will need to set up an account operating authority if one hasn't been established with us previously. This will tell us:
  - The individual(s) who can make decisions on behalf of the non-personal Facility Holder(s) (**Authorised Party to Sign**);
  - The method of operation for the Authorised Party to Sign (for example, 'any one to sign' or 'any two to sign').
- Depending on the selected method of operation, the Authorised Party to Sign may be able to:
  - operate the Safe Custody Facility;
  - remove authority for an Authorised Operator or, to the extent possible, any Authorised Third Party to access to the Safe Custody Facility; and
  - terminate the Agreement between you and us in accordance with section **5.1 - Your rights to terminate the Agreement**.
- Before an Authorised Party to Sign may access a Safe Custody Facility on behalf of a non-personal Facility Holder, the Authorised Party to Sign must also be authorised as an Authorised Operator. Refer to section **2.9 - Authorised Operators** for more information on how to authorise an Authorised Operator.

## 2.9. Authorised Operators

- For personal Facility Holders, each Facility Holder in whose name the facility is held must authorise any proposed Authorised Operator(s) to operate and access the Safe Custody Facility.
- For non-personal Facility Holders, the required number of Authorised Parties to Sign under the applicable method of operation must authorise any proposed Authorised Operator(s) to operate and access the Safe Custody Facility.
- We may at our discretion refuse to allow the authorising of an Authorised Operator. We will act reasonably when exercising this discretion and only do so where we reasonably consider necessary to protect our legitimate interests, such as in the circumstances set out in section **2.3 - Breach of laws/refusal of service**.
- The authority for an Authorised Operator continues until notice of cancellation of authority is received by us from any Facility Holder or we cancel it. At that time, if you would like to add a new Authorised Operator to the Safe Custody Facility, a new form of authority must be signed by the required number of you.

## 3. Using Safe Custody Facilities

### 3.1. The security of Safe Custody Facilities

- While you have a valid Agreement with us, your Safe Custody Facility is kept secure at Sites where we offer this product.

### 3.2. Accessing a Safe Custody Facility

- We may require updated or additional identification information from time to time as a condition of the ongoing use of the Safe Custody Facility.
- Facility Holder(s) and Authorised Operator(s) may access the Safe Custody Facility as many times as they wish at no additional cost, from Monday to Friday subject to appropriate staff availability and the opening hours of the Site at which the Safe Custody Facility is held.
- Only Facility Holder(s), Authorised Operator(s) and Authorised Third Parties can access the Safe Custody Facility. We will require these parties to be identified to our standards before allowing access to the Safe Custody Facility, or any of its contents, and we may refuse access if they are unable to meet our standards of identification requirements or in any other scenario outlined in section **3.5 - Access restrictions**.
- We may only access the Safe Custody Facility in the situations set out in section **3.3 - When we can access a Safe Custody Facility** and section **5.3 - Uncollected contents**.
- For non-personal Facility Holders, in order for an Authorised Party to Sign (e.g. Director or Partner) to have access to the Safe Custody Facility they must be appointed as an Authorised Operator. For more information on Authorised Operators, please refer to section **2.9 - Authorised Operators**.
- We may:
  - allow access to and/or removal of the contents of the Safe Custody Facility by Facility Holder(s), Authorised Operator(s) or an Authorised Third Party in line with the Account's method of operation; or
  - produce and deliver the contents of the Safe Custody Facility to an Facility Holder(s), Authorised Operator(s) or Authorised Third Party.

### 3.3. When we can access a Safe Custody Facility

- We may only access a Safe Custody Facility without you being present or without your knowledge in the following situations:
  - during or following any event that may affect the Site at which your Safe Custody Facility is located, such as an event that may impact the safety, security or integrity of the Site or any Safe Custody Facility located within it;
  - if we are required to do so by a court order or other compellable process; or
  - if we have reasonable concerns about the contents of your Safe Custody Facility, please refer to section **2.5 - What you cannot store in a Safe Custody Facility**.

### 3.4. Access by Authorised Third Parties

- We may comply with a requirement for an Authorised Third Party to access your Safe Custody Facility such as a requirement arising from an order of a court or other judicial or administrative body, statutory notice or demand, or request made by any police officer, taxation officer or other officer of, or representing, Australia or a State or Territory.
- After giving such access, we may be required to or we may (where consistent with a requirement), permit the removal of any of the contents of a Safe Custody Facility, without notice to you. We will not be liable to you for any damage to, or removal of your contents, in these circumstances where we have acted in good faith and without negligence.
- Where we reasonably believe that ownership of any contents of a Safe Custody Facility has vested in an Authorised Third Party that is a trustee or other person that may exercise your rights under the Agreement (including by your death, insolvency or incapacity), we may allow such Authorised Third Party to access the Safe Custody Facility and remove the contents.

## 3.5. Access restrictions

- We may refuse access to any Safe Custody Facility or Site as we determine is reasonably appropriate. We will act fairly and reasonably towards you when exercising this right.
- Examples of when it may be reasonably appropriate for us to refuse access to a Safe Custody Facility or Site (in addition to those set out in section **2.3 - Breach of laws/ refusal of service**) include:
  - if we reasonably require and have not been provided with information, or are not reasonably satisfied with any information provided to us, about a Facility Holder(s), Authorised Operator(s), Authorised Third Party, or any other person, in relation to your Safe Custody Facility;
  - the scenarios outlined in section **2.2 - Safe Custody Facility eligibility criteria**;
  - if a Facility Holder has any Annual Fees or Charges that are outstanding;
  - if the person seeking access is not a Facility Holder, Authorised Operator or Authorised Third Party;
  - if any person interferes with the security or safety of the Site or otherwise behaves in a manner that permits the refusal of service under our policies or procedures;
  - suspending access or restricting access to a Site for operational reasons, such as to facilitate secure transport of goods to the Site or to repair any part of a Site;
  - suspending or restricting access to a Site as required by a warrant, court order, or otherwise by law, or for any other reason that we may reasonably determine; or
  - if we suspect on reasonable grounds that access to a Safe Custody Facility or Site may result in Financial Abuse.
- We will restrict access to a Facility, to the extent permitted by law, when there is more than one person with rights to access the Safe Custody Facility (i.e. joint Facility Holders, Authorised Parties to Sign or a Facility Holder with Authorised Operators) and we are requested by you to restrict access. This restriction will continue until we are provided consistent instructions by all Facility Holder(s) to remove the restriction.
- We may restrict access to a Facility, to the extent permitted by law, if we become aware of a dispute between the Facility Holders or Authorised Party to Sign and we believe on reasonable grounds that the dispute is genuine. This restriction will continue until we are provided consistent instructions by all Facility Holder(s) to remove the restriction.





## 3.6. Giving instructions to the Bank

- You authorise us to recognise and act upon any written and authorised instructions, in line with the Facility's method of operation, given by you to us in respect of your Safe Custody Facility. If we believe on reasonable grounds that you might not have authorised the instruction or to do so might cause loss or harm to you (for example, an instruction given to us may result in Financial Abuse) or us, we will not be obliged to comply with your instructions.
- As between you and us, all such written and authorised instructions shall, notwithstanding your death or other revocation of the instructions, remain in full force and effect until such time as we receive written notice of your death or other revocation.

## 3.7. Transferring the contents of a Safe Custody Facility

- We may change the location of your Safe Custody Facility from the Site at which it was last located to another Site or external secure location. For example, this may occur when we close or relocate a branch. We will give you 30 days' written notice of our intention to do this.
- We may provide you with no notice or less than 30 days' written notice of the transfer of your Safe Custody Facility to another Site or external secure location, where reasonably necessary for example:
  - in preparation for or in the aftermath of an event affecting the operation of the Site; or
  - in response to a compellable request from an Authorised Third Party.
- We'll do our best to reduce any inconvenience to you from relocating your Safe Custody Facility. If you're not happy with the new location, you may terminate the Agreement and close your Safe Custody Facility. We will refund to you on a pro-rata basis any Annual Fees paid in advance for any unused period.



## 3.8.Keys and access devices



- For Safe Custody Vaults, the key that our staff use to open the secure room can't open any Safe Custody Vault on its own; your key is also required. All keys remain the property of CommBank.
- We keep a duplicate of your key for your Safe Custody Vault in case you need a replacement key. This duplicate key can only be used by us in cases where we are required to access your Safe Custody Vault. For more information refer to section **3.3 - When we can access a Safe Custody Facility**.
- Always keep the key and any devices you need to access your Safe Custody Facility in a safe place. If you lose the key or device, you must tell us immediately by contacting the Site at which your facility is located. You'll also be responsible for the reasonable cost of replacing the key or access device.
- Whilst the identity of anyone attempting to access your Safe Custody Facility will be verified by us, safeguarding your keys and any devices needed to access your facility will improve the security of your valuables.

## 4. Annual Fees and Charges



### 4.1. Payment

- Each Safe Custody Facility has an Annual Fee which you must pay in advance on, or prior to, the Start Date and subsequently on each anniversary of the Agreement.
- For all Safe Custody Vaults, a non-refundable Establishment Fee, is payable on, or prior to, the Start Date. This fee is in addition to the Annual Fee.
- If you open a new Safe Custody Facility on or after 9 December 2022, you must pay any Annual Fees by automatic funds transfer from an eligible CommBank bank account. The list of eligible bank accounts can be found on our Website and may be changed without notice.
- If you opened a Safe Custody Facility prior to 9 December 2022, your payment arrangement will continue to be paid by automatic deduction from a nominated bank account or by invoice until you provide new payment details (including if the Bank contacts you to update your payment details).
- You must pay any Charges on demand by us. For example, after you request an additional key we may require you to pay for it before we issue the new key.
- You must pay any Annual Fees and Charges by the date set out in the invoice issued by the Bank.
- If your chosen method of payment for any Annual Fees or Charges is refused, we may continue to attempt to take payment following the date of such refusal.
- We have the right to restrict access to your Safe Custody Facility or withhold the contents of your Safe Custody Facility until all outstanding Annual Fees and Charges are paid. We will act fairly and reasonably towards you when exercising this right. Any outstanding Annual Fees and Charges are recoverable by us.
- We will provide a refund of the Annual Fee to you on a pro-rata basis if the Agreement is terminated prior to the anniversary date of the Agreement.

## 4.2. On-Sale Products Annual Fees

	Safe Custody Packet	Standard Envelope supplied by us \$88 p.a.* per facility
	Safe Custody Vault	For details of our current fees for Safe Custody Vaults (including Annual Fees and the Establishment Fee) please obtain a rate sheet from branches where the Safe Custody Vaults are held. For a list of locations where our Safe Custody Vaults are located, visit our Website.

## 4.3. Off-Sale Products Annual Fees

	Non-Standard Safe Custody Packet	Non-standard envelopes and items (sealed) \$198 p.a.* per facility
	Safe Custody Box	Safe Custody Box supplied by you \$198 p.a.* per facility

\* GST is included in your Annual Fees.



## 4.4. Charges

- We may require you to reimburse us for any reasonable Charges incurred in relation to your Safe Custody Facility.

## 4.5. Closure Charges

- On closure of your Safe Custody Facility and during the activities outlined in section **5.3 - Uncollected Contents**, we may charge you the reasonable costs of:
  - opening your Safe Custody Facility;
  - the removal, sanitisation and relocation of its contents;
  - the continued storage of the contents which have not been collected, for the period from the date of termination of the Agreement until the date the contents are collected or disposed of; and
  - the disposal of the contents (such as any costs related to the destruction, sale or transfer of any contents of an individual Safe Custody Facility or collection of Safe Custody Facilities (collectively, Closure Charges).
- Sections **4.4** and **4.5**, including your obligation to pay any Closure Charges, survives termination of the Agreement.


# 5. Terminating the Agreement

## 5.1. Your rights to terminate the Agreement

- To terminate the Agreement, you must:
  - have the appropriate authority to terminate the Agreement under the Facility's method of operation;
  - notify the Site where your Safe Custody Facility is held. Collecting all the contents from a Safe Custody Facility of itself is not such notification;
  - meet our identification requirements;
  - pay all outstanding Annual Fees and Charges;
  - collect all the contents from your Safe Custody Facility at the Site where the Safe Custody Facility is held at that time or alternatively, have received confirmation from us that there are no contents to collect;
  - return all keys and devices (where applicable) or pay the reasonable costs for replacing the key or device if not returned;
  - have our confirmation (which we will do so acting reasonably) there are no other restrictions on your Safe Custody Facility preventing termination; and
  - complete any documentation we may reasonably require to record your termination request.
- Failure to complete the requirements above may mean we may continue to charge you.
- If we have reasonable grounds to believe that your Safe Custody Facility has been used or is being used or may be used in a way that may cause Financial Abuse, we may refuse to permit you to collect the contents of the Safe Custody Facility pending our being satisfied on reasonable grounds that such risk(s) have been eliminated or reduced. We will only do so where we reasonably believe doing so is necessary to protect our legitimate interests.
- If you terminate the Agreement prior to the anniversary date of the Agreement, we will refund to you the portion of the Annual Fee paid by you for the unexpired term of the Agreement, calculated from the date on which you satisfy all the requirements of terminating the Agreement. We will make reasonable attempts at returning any money to you and where we cannot do so, we will follow our policy for this situation (which may include transferring the funds to a relevant government authority where required by law).

## 5.2. Our rights to terminate the Agreement

- We may terminate the Agreement by giving you 30 days written notice in the following circumstances:
  - if the nominated bank account to which the Annual Fees and/or Charges (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 Annual Fees;
  - if you have failed to pay any Annual Fees and/or Charges for a period of 90 days from when they became due;
  - if you breach these Terms and Conditions in a way that materially increases our risks in relation to a Safe Custody Facility;
  - where we have reasonable grounds to believe that a Safe Custody Facility is being used in a way which may cause or has caused Financial Abuse; or
  - for any other reason.
- We will exercise all our rights under this section **5.2 - Our rights to terminate the Agreement** only where we reasonably believe doing so is necessary to protect our legitimate interest.
- Such termination will be effective at the end of the 30 day period specified in the written notice. However, you may choose to bring forward the termination date by completing all the requirements set out in section **5.1 - Your rights to terminate the Agreement** before the end of the specified 30 day period.
- We may give a shorter or no notice period where we reasonably believe necessary to protect our legitimate interests, for example, to manage an immediate and material risk.
- After the termination of the Agreement, where we have reasonable grounds to believe your Safe Custody Facility is empty, we may inspect your Safe Custody Facility immediately to confirm there are no contents.
- After we have terminated the Agreement, you must:
  - pay all outstanding Annual Fees and Charges;
  - return all keys and devices (where applicable) or pay the reasonable costs for replacing the key or device if not returned; and
  - provided you have met the first two above requirements, collect all the contents in your Safe Custody Facility (if any) within 30 days after termination of the Agreement (or within an alternative time period agreed with us) at the Site where your Facility is held. If we have reasonable grounds to believe that your Safe Custody Facility has been used or is being used or may be used in a way that may cause Financial Abuse, we may refuse to permit you to collect the contents of the Safe Custody Facility pending our being satisfied on reasonable grounds that such risk(s) have been eliminated or reduced. If any contents remain uncollected after the required period for collection, we deal with such contents pursuant to section **5.3 - Uncollected contents**.

- 
- If you terminate the Agreement prior to the anniversary date of the Agreement we will refund to you the portion of the Annual Fee paid by you for the unexpired term of the Agreement, calculated from the date on which we terminated the Agreement. We will make reasonable attempts at returning any money to you and where we cannot do so, we will follow our policy for this situation (which may include transferring the funds to a relevant government authority where required by law).
  - This section **5.2** survives termination of the Agreement.

## 5.3. Uncollected contents

- Subject to the exception below, if:
  - the contents of your Safe Custody Facility have not been collected within 30 days after termination of the Agreement (or within an alternative time period agreed with us); or
  - we cannot contact you, your Authorised Operator(s) or Authorised Third Parties (including using the contact details provided to us);

we will consider the contents of your Safe Custody Facility as uncollected contents and we may, at your risk and expense (where reasonably incurred by us):

- open the Safe Custody Facility;
  - remove the contents;
  - relocate the contents to another Site, or a secure building premises owned, managed or operated by a party other than the Bank; and
  - dispose of the contents in any way that we consider reasonably appropriate.
- Subject to the exception below, we may use any of the following methods of disposal for any uncollected contents if we consider it reasonably appropriate:
    - private sale or sale by auction;
    - secure destruction of items or documents;
    - secure storage either physically or digitally; and
    - donating items, or the proceeds of sale, to charities, not-for-profit organisations or museums.




- The exception is if:
  - you opened your Safe Custody Facility before **14 August 2023**;
  - before the commencement of these Terms and Conditions, the Previous Terms and Conditions applied to your Safe Custody Facility; and
  - despite our reasonable efforts, we have not been able to contact any party connected to your Safe Custody Facility (including using contact details provided) at any time after **14 August 2023** and when we seek to terminate the Agreement under section **5.2 - Our rights to terminate the Agreement**;

In these circumstances the Bank will only deal with the uncollected contents in accordance with any applicable law relating to the disposal of uncollected goods.

- Except to the extent that we are not permitted to do so under any applicable law, we may securely dispose (including destroy) any documents contained in any Safe Custody Facility that are not collected by you in accordance with the Agreement.
- Except to the extent we are not permitted to do so under any applicable law, we may create any records, and scan any documents, associated with the disposal of the contents of any Safe Custody Facility as we reasonably consider appropriate.
- We may dispose of the contents of your Safe Custody Facility earlier than 30 days after termination of the Agreement if:
  - we are required to as a result of a court order or other compellable process;
  - we have reasonable concerns that the contents of the Safe Custody Facility contravene section **2.5 - What you cannot store in a Safe Custody Facility**; or
  - we have reasonable concerns for the safety of our staff or customers.
- We may, acting reasonably and to the extent not prohibited by any applicable law, apply;
  - any monies owed to you by us under this Agreement (such as the pro rata refund of the Annual Fee); and
  - any proceeds from the sale of any uncollected contents of the Safe Custody Facility, towards any outstanding Annual Fees and Charges owed by you. We will refund any remaining surplus balance to you.
- We will make reasonable attempts at returning any money to you and where we cannot do so, we will follow our policy for this situation (which may include transferring the funds to a relevant government authority where required by law).
- This section **5.3** survives termination of the Agreement.

## 6. Our liability

- When supplied to you as a consumer, your Safe Custody Facility comes with non-excludable guarantees under consumer protection laws that it will be provided as a service with due care and skill and be reasonably fit for purpose. Nothing in this document shall be taken to exclude liability which may not be excluded under the Australian Consumer Law. However, to the extent permitted under the Australian Consumer Law and except as otherwise specified in these terms and conditions, in relation to any loss you have suffered:
  - our liability is limited to the cost of providing the relevant services again; and
  - we have no liability for any indirect, special or consequential loss (including loss of profits, actual or anticipated revenue).
- We won't be required to pay for any loss or damage you suffer as a result of us not returning the contents of your Safe Custody Facility, or returning the contents in a damaged state except where we have breached those guarantees or to the extent any loss or damage you suffer was caused by our negligence, fraud or wilful misconduct or that of our agents.
- We will not be liable to you for any damage to, or removal of property, following access by any Authorised Operator or Authorised Third Party, except for loss or damage you suffer to the extent caused by our negligence, fraud or wilful misconduct or that of our agents.
- We will not be liable for any loss of, or damage to, the contents of your Safe Custody Facility caused by any event that is beyond our reasonable control such as any fire, flood, earthquake, hurricane, failure of any electricity supply, act of war, strike, lockout or riot.
- We will not be liable for any loss or damage to the contents of your Safe Custody Facility during the process of opening, relocation and disposal in accordance with section **3.7 - Transferring the contents of a Safe Custody Facility** and **5 - Terminating the Agreement**, unless any such loss or damage is due to our fraud, negligence or wilful misconduct or that of our agents.
- We will use best endeavours to ensure that our systems and processes calculate and apply fees, charge, reductions, benefits or other amounts or features as described in these Terms and Conditions. However sometimes errors do occur, for example due to:
  - the limitations of our systems and processes;
  - the operation of manual processes;
  - changes to our systems and processes; or
  - things that are beyond our knowledge or reasonable control.

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- Where that happens, without limiting any rights you may have relating to the error, we may, as appropriate, at a later time but as soon as practicable after the error has been identified:
    - make adjustments to put you in the same position as if we had applied the correct amount or made the correct calculation initially;
    - provide that reduction, benefit or feature to you, and make adjustments to put you in the same position as if we had provided the reduction, benefit or feature as described; or
    - take the action required, and make adjustments as necessary to put you in the same position as if we had taken the action as described.

# 7. Changes to these Terms and Conditions

## 7.1. How we let you know about changes

- The latest Safe Custody Facilities Terms and Conditions are published on our Website.
- We may from time to time change any of the Terms and Conditions. We'll act reasonably when exercising this right and only do so for legitimate business purposes. The circumstances in which we may make changes to the Terms and Conditions include but are not limited to:
  - when the cost of providing the Safe Custody Facility to you changes;
  - as necessary or desirable to comply with or reflect any law, code of conduct, regulator guidance or requirement, or decision of a court or other dispute resolution process;
  - to reflect changes in technology or our processes, including computer systems;
  - to include new product features or services or to ensure that the Terms and Conditions match our operational processes;
  - to discontinue or replace a product, and for this purpose we may change your product to a different product with similar features to the discontinued or replaced product;
  - to consolidate or simplify our Terms and Conditions and contractual documents;
  - to add, change or remove any concessions or benefits;
  - to bring us into line with our competitors, industry or market practice or best practice in Australia or overseas;
  - to manage risks including credit risk, fraud, operational or regulatory risk; or
  - to correct errors, omissions, inconsistencies or ambiguities.

Each of the changes is a separate right and this section is to be read as if such change was a separately expressed right.

- Without limiting our right above, we may from time to time change any of the Terms and Conditions for reasons other than the ones mentioned above (e.g. due to unforeseen events).
- For certain categories of changes, we will provide you with prior written notice, in accordance with section **8.1 - Communicating with you**, as set out below.
- Otherwise, any changes to the Terms and Conditions will be published as updated Terms and Conditions on our Website.
- Where a change to the Terms and Conditions relates to:

## FEE & CHARGES

Change	Minimum notice period	How we will notify you
An increase to the Annual Fee	30 days prior to the effective date of the increase in the Annual Fee or sometimes less <sup>†</sup>	In writing subject to section <b>8.1 - Communicating with you</b> or by advertising in a national paper.
An increase to an existing Charge	30 days prior to the effective date of the increase to the Charge or sometimes less <sup>†</sup>	In writing subject to section <b>8.1 - Communicating with you</b> or by advertising in a national paper.
A decrease to the Annual Fee or any Charges	No later than the day of effective date of the decrease to the Annual Fee or Charge.	By advertising in a national paper
The introduction of any new regular fee	30 days prior to the effective date of the new regular fee or sometimes less <sup>†</sup>	In writing subject to section <b>8.1 - Communicating with you</b>
The introduction of any new Charge(s)	30 days prior to the introduction of any new Charge(s) or sometimes less <sup>†</sup>	In writing subject to section <b>8.1 - Communicating with you</b>

## THE STATUS OF YOUR SAFE CUSTODY FACILITY

Change	Minimum notice period	How we will notify you
Changing your Safe Custody Facility from an On-Sale Product to an Off-Sale Product	30 days prior to the effective date of the change or sometimes less <sup>†</sup>	In writing subject to section <b>8.1 - Communicating with you</b>

<sup>†</sup> We may give you a shorter notice period, or no notice, if we believe doing so is necessary for us to avoid, or to reduce, a material risk to us or your Safe Custody Facility or any loss.

CHANGES THAT COULD REASONABLY BE CONSIDERED UNFAVOURABLE TO YOU

Change	Minimum notice period	How we will notify you
<p>A change that could reasonably be considered unfavourable to you, such as:</p> <ul style="list-style-type: none"><li>• security controls implemented at Sites;</li><li>• the physical repository in which the contents of your Safe Custody Facility will be stored;</li><li>• restrictions applied to Authorised Operators; or</li><li>• any requirements or conditions applying to access to your Safe Custody Facility.</li></ul>	<p>30 days prior to the effective date of the change or sometimes less**</p>	<p>In writing subject to section <b>8.1 - Communicating with you</b> or by advertising in a national paper.</p>
<p>A change to your rights or obligations that could reasonably be considered unfavourable to you, such as:</p> <ul style="list-style-type: none"><li>• your termination rights; or</li><li>• the frequency of your obligation to pay any Annual Fees.</li></ul>	<p>30 days prior to the effective date of the change or sometimes less**</p>	<p>In writing subject to section <b>8.1 - Communicating with you</b> or by advertising in a national paper.</p>

\*\* We may give you a shorter notice period, or no notice, if we believe doing so is necessary for us to avoid, or to reduce, a material risk to us or your Safe Custody Facility or any loss.



## 7.2. What if you don't like the change


- If you are not happy with any changes and do not wish to accept them, you may terminate the Agreement in accordance with section **5.1 - Your rights to terminate the Agreement.**

# 8. General

## 8.1. Communicating with you

- Whenever we send you a notice or otherwise seek to communicate with you in writing, we may do so by:
  - mail addressed to you at the address you have last notified to us as the address for a Safe Custody Facility;
  - an electronic address described below; or
  - any other address or contact details we have on record for you.
- Where you have given us an email address, mobile phone number or other electronic address for contacting you for a Safe Custody Facility, you agree we may send you a letter, notice or otherwise seek to communicate with you using these contact details.
- We may also seek to contact you at any other address that we have on record for you, such as for any other products or services that you may also hold or receive from us (for example, via physical mail to your mailing address we have on record, the email address we have on record for you or NetBank).
- If a notice or written communication is sent by:
  - mail, you will be taken to have received it on the sixth Business Day after posting (for an address in Australia) or at the time at which the letter would be delivered in the ordinary course of post (for an address outside of Australia);
  - email or other electronic address, you will be taken to have been notified of any letter, notice or other communication on the day that our electronic message enters the first information system outside CommBank (e.g. the server of your email address).





## 8.2. You must tell us if you change your name, address or contact details

- You must notify us promptly of a change to your personal details, or the personal details of any Authorised Operators, such as your name or address or contact details (including your email address or phone number). If you do not do so, we may be unable to contact you and we may ultimately deal with your contents in accordance with section **5.3- Uncollected contents**.

## 8.3. Assignment

- You must not assign any of your rights under the Agreement.

## 8.4. 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.

## 8.5. Privacy

If you and your Authorised Operators provide personal information about another person, you all acknowledge that you are authorised to do so and will inform them of the contents of the privacy collection notice.

## 9. How to give us feedback

If you're not satisfied with our products or services, please call 13 22 21 or contact your Relationship Manager.

If your concerns are not resolved to your satisfaction, please contact our Customer Relations team by:



Phone: **1800 805 605**



Email: **[customerrelations@cba.com.au](mailto:customerrelations@cba.com.au)**



Post: **CBA Group Customer Relations  
Reply Paid 41  
Sydney NSW 2001**

# 10. We're here to help

- Please visit **commbank.com.au** to find the most up to date way of contacting us for assistance or visit your closest CommBank branch.
- where to offer you and your family financial help when you need it. Visit **commbank.com.au/support/financial-support** for more information.

# 11. Meaning of words in this document

Term	Meaning
Agreement	Has the meaning, given in section 1.1.
Annual Fee	The annual licence fee for a Safe Custody Facility. Refer to section 4.
Authorised Operator	Has the meaning given in section 2.9.
Authorised Party to Sign	Has the meaning given in section 2.8.
Authorised Third Party	An individual who, in our reasonable opinion, is, or may reasonably be assumed to be, authorised pursuant to law to access a Safe Custody Facility or exercise your rights under the Agreement, such as an individual authorised by a grant of probate, insolvency law, warrant, or court order.
Bank or CommBank	Commonwealth Bank of Australia (ABN 48 123 123 124).
Business Day	<p>A work day in the relevant location, which is not a:</p> <ul style="list-style-type: none"><li>• Saturday or Sunday; or</li><li>• public holiday, special holiday or bank holiday.</li></ul> <p>If any day specified by these Terms and Conditions for the performance of any obligation or the exercising of any right, falls on a Saturday, Sunday, public, special or bank holiday in the location of the Safe Custody Facility, such day is deemed to be the next Business Day.</p>
Charges	Any costs, charges or other ancillary or incidental fees relating to the administration of your Safe Custody Facility, such as Closure Charges and any costs relating to the changing of locks on your Safe Custody Facility, replacement of any key or devices, and arranging for access to your Safe Custody Facility by Authorised Third Parties but excluding Annual Fees.
Closure Charges	Has the meaning given in section 4.5.
Eligible Customers	Has the meaning given in section 2.2.
Establishment Fee	The one-off fee for the establishment of a Safe Custody Vault, refer to section 4.1.
Facility Holder(s)	The person(s) or entity in whose name(s) the Safe Custody Facility is held.
Financial Abuse	A serious form of domestic and family violence that may occur through a pattern of control, and results in exploitation or sabotage of money and finances which affects an individual’s capacity to acquire, use and maintain economic well-being and which threatens their financial security and self-sufficiency.

Term	Meaning
<b>GST</b>	Has the meaning given by section 195-1 in the GST Act.
<b>GST Act</b>	Means the <b>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</b> .
<b>Joint Operation</b>	Has the meaning given in section <b>2.7</b> .
<b>Non-Standard Safe Custody Packet</b>	Has the meaning given in section <b>1.4</b> .
<b>Off-Sale Products</b>	Has the meaning given in section <b>1.4</b> .
<b>On-Sale Products</b>	Has the meaning given in section <b>1.3</b> .
<b>our Website</b>	The Safe Custody webpage at <b>commbank.com.au</b>
<b>Personal Customer</b>	A Facility Holder who is a natural person.
<b>Previous Terms and Conditions</b>	The Safe Deposit Safe Terms and Conditions (effective 9 December 2022) or the Safe Custody Terms and Conditions (effective 9 October 2022).
<b>Proscribed Person</b>	Any person or entity: <ul style="list-style-type: none"> <li>• that has been proscribed under the Charter of the United Nations Act 1945 (Cth);</li> <li>• who is resident in a comprehensively sanctioned jurisdiction;</li> <li>• who is in breach of the laws of any jurisdiction relating to money laundering or terrorism financing;</li> <li>• who appears in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction; or</li> <li>• who acts on behalf of, or for the benefit of, a person or entity listed above.</li> </ul>
<b>Safe Custody Box</b>	Has the meaning given in section <b>1.4</b> .
<b>Safe Custody Facility or Facility</b>	Any Safe Custody Packet, Safe Custody Box, Non-Standard Safe Custody Packet or Safe Custody Vault.
<b>Safe Custody Packet</b>	Has the meaning given in section <b>1.3</b> .
<b>Safe Custody Vault</b>	Has the meaning given in section <b>1.3</b> .
<b>Site</b>	A CommBank branch or a CommBank secure building or premises.
<b>Sole Operation</b>	Has the meaning given in section <b>2.7</b> .
<b>Start Date</b>	The date on which you sign the relevant forms and enter the Agreement.
<b>We, us, our</b>	Commonwealth Bank of Australia (ABN 48 123 123 124).
<b>You, your</b>	The Account Holder(s) or Authorised Party to Sign.



