



Commonwealth Bank

Commonwealth Bank of Australia  
ABN 48 123 123 124

# Important Notice to Commonwealth Bank of Australia Customers

Effective 6 November 2023, CommBank's Terms and Conditions - Deposit in Sealed Envelope (QuickCash) dated 7 July 2023 are amended as set out below.

## What's changing in the CommBank Terms and Conditions - Deposit in Sealed Envelope (QuickCash)

### Before the Terms and Conditions,

- Added our "**Privacy collection notice**" and Privacy consent.

### Introductory paragraphs of the Terms and Conditions:

- Added as a new first paragraph: "**These Terms and Conditions - Deposit in Sealed Envelope (QuickCash) (Terms and Conditions) apply to the QuickCash service. These Terms and Conditions operate in conjunction with and need to be read together with the CommBank Business Transaction & Savings Accounts Terms and Conditions available at [commbank.com.au/bta-terms](https://commbank.com.au/bta-terms).**"
- In the sentence commencing "**To use the QuickCash service**":
  - Deleted "**CommBank**" and replaced with "**Commonwealth Bank of Australia (the Bank)**"
  - Added "(each a **Business Account**)" after "**from the list below**".
  - Added "(or otherwise be approved to use the QuickCash service):" after "**and meet eligibility criteria**".
- In the list of accepted Business Account options:
  - Deleted "**Business Online Saver Account**".
  - Deleted "(**interest bearing option**)" after "**Standard Business Cheque Account**".
- Deleted the paragraph "**Information on standard fees and charges is available on request. The Banking Code of Practice also applies to the QuickCash service.**" and introduced new content in clause 14 concerning the Banking Code of Practice.
- In the final sentence of the final introductory paragraph, deleted "(**the envelope**)" and replaced with "(**the/an envelope**)".

### Clause 1:

- Added as a second sentence: "**Where an envelope contains multiple deposit slips, fees will apply to each deposit slip.**"

### Clause 2:

- In the first sentence, deleted "**You will**" and replaced with "**You must**" and deleted "**QuickCash**".
- At the end of the first sentence, added "**... to you and must only use such an envelope to make a deposit into one of your Business Accounts.**"
- In the second sentence, deleted "**the envelope or contents if another envelope is used**" and replaced with "**, or in relation to, a non-Bank supplied envelope or its contents if attempted to be used in connection with the QuickCash service.**"
- Deleted the third sentence.

### Clause 3:

- Deleted and replaced with "**You must not place anything in the envelope other than Australian currency (notes and coins) and cheques payable in Australian currency, together with the completed deposit slip(s). If a cheque is payable to someone else, or it appears to us to belong to someone else (a third party cheque), the Bank may, at its discretion, refuse to accept that cheque for deposit.**"

### Clause 4:

- In the first sentence, deleted "**their**" and replaced with "**its**".
- In the second sentence, deleted everything after "**to ensure that**" and replaced with "**an envelope provided to you is not made available to any person (including your agent or contractor) who is not authorised by you to use that envelope or the QuickCash service on your behalf and that such person delivers your deposit to the Bank.**"

### Clause 7:

- Deleted "**QuickCash Safe (if able to be used by you),**" and "**Commonwealth**".
- Deleted "**they are**" and replaced with "**it is**".

### Clause 9:

- In the first sentence, deleted "**the envelope and credit your account**" and replaced with "**an envelope and, subject to the Bank's right to decline to process or hold the processing of a transaction, and processing timeframes, under the CommBank Business Transaction & Savings Accounts Terms and Conditions, credit your Business Account**".
- In the third sentence, after "**In the event of a discrepancy,**" added "**or where no deposit slip has been provided,**".
- In the fourth sentence, deleted everything after "**The Bank will**" and replaced with "**advise you of the final amount deposited by way of a transaction record on your account statement.**"

### Clause 10:

- In the second sentence, after "**The Fees**" added "**related to the use of the QuickCash service**"
- Deleted "**which are available at [commbank.com.au/bta-terms](https://commbank.com.au/bta-terms)**".

### Clause 11:

- Deleted and replaced with "**11 (A) The Bank reserves the right to vary these Terms and Conditions (including to impose and/or vary the amount or nature of fees for the QuickCash service) or terminate the QuickCash service by, subject to the remainder of this paragraph (A), giving you at least 30 days' notice, which may be by advertisement in the national or local media, in writing (by email or other electronic message), or any other means the Bank agrees with you. The Bank will act reasonably in exercising this right. Where the Bank provides notice by advertising in the national or local media, that notice will take effect on the day the advertisement appears in the media, unless a later date is set out in the notice. Paper copies of the notice are not provided. The Bank may give you a shorter notice period, or no notice, if a variation is required to immediately restore or maintain the security of the QuickCash service, including the prevention of systemic or individual criminal activity, fraud and scams, or to otherwise manage a material and immediate risk. The Bank may give you notice not later than the day the variation takes effect if the variation is to correct errors, omissions, inconsistencies or ambiguities where those corrections are not unfavourable to you.**
- (B) The Bank also reserves the right to vary your QuickCash service (so that you can only use the QuickCash service to deposit cheques) or terminate your use of the QuickCash service by, subject to the remainder of this paragraph (B), giving you at least 30 days' notice in writing (by post, email, or other electronic message). When the Bank does so, it will act fairly and reasonably towards you. The Bank may give you a shorter notice period, or no notice of:
  - such a variation in the circumstances described in paragraph (A) concerning a variation of these Terms and Conditions on shorter notice or no notice as those circumstances apply to you or your QuickCash service; or
  - such a termination if you no longer meet the eligibility criteria to use the QuickCash service; if the Bank thinks you are using the QuickCash service in a manner that is unsatisfactory or inconsistent with these Terms and Conditions; if the Bank thinks the QuickCash service is being used fraudulently or as part as a possible scam or in a way that might cause you or the Bank to lose money; if the Bank reasonably considers it necessary to comply with, for example, the Bank's financial crimes policies, any laws in Australia or overseas, or to manage any risk, or if your instructions are not clear; or if you no longer have a Business Account."

#### Clause 12:

- Deleted "cancel this service" and replaced with "cancel the QuickCash service"
- Deleted "notice to us" and replaced with "notice to the Bank."

#### Clause 13:

- Deleted and replaced with "If you are not a consumer as defined in Australian Consumer Law, the Bank's liability for loss or damage is limited to resupplying the service to you or paying the costs of having the service resupplied to you. Consumers have the benefit of certain protections under the Australian Consumer Law. Nothing in these Terms and Conditions 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, in relation to any loss you have suffered as a consumer, the Bank's liability is limited to the supplying of the services again or the cost of providing the relevant services again. In this clause **Australian Consumer Law** means the laws titled Australian Consumer Law in Schedule 2 of the Competition and Consumer Act 2010 (Cth) including those laws as adopted under legislation of any State and Territory of Australia."

#### Clause 14:

- Deleted and replaced with "The Banking Code of Practice applies if the Bank provides you with a 'banking service' and you are a small business, as defined in the Banking Code of Practice, or an individual. If you would like a hard copy of the Banking Code of Practice, please visit a Bank branch, otherwise please call the Bank to receive a free copy."

#### Clause 15

- Deleted clause 15 and made corresponding changes to the subsequent clause numbers.

#### (New) Clause 15 (formerly Clause 16):

- Deleted "...Safe facility (if able to be used by you)" and replaced with "service".
- Deleted "or the QuickCash Safe facility (if able to be used by you)".

#### (New) Clause 16 (formerly Clause 17):

- Added as a new first sentence: "These Terms and Conditions apply to the QuickCash service and operate in conjunction with the CommBank Business Transaction & Savings Accounts Terms and Conditions."

#### Added a new Clause 17:

"If you have a complaint about the QuickCash service, please contact the Bank on **1800 805 605**. You can also make a complaint in the following ways:

- verbally or in writing directly to your relationship manager or at any one of the Bank branches;

- by visiting [commbank.com.au/contact-us/compliments-complaints](http://commbank.com.au/contact-us/compliments-complaints) and completing the online complaint form; or
- by writing to us, care of:  
CBA Group Customer Relations  
Reply Paid 41  
Sydney, NSW 2001.

The Bank strives, wherever possible, to resolve your complaint within 5 working days. You will be advised of the details (including the timeframes) of the Bank's internal dispute process, and an officer with the appropriate authority to resolve the dispute will investigate your complaint thoroughly. The Bank will do its best to resolve your complaint promptly. If you're not satisfied with the Bank's handling of your matter, you can refer your complaint to external dispute resolution. The Australian Financial Complaints Authority (AFCA) scheme is a free service established to provide you with an independent mechanism to resolve specific complaint."

#### Added a new Clause 18:

"For help about the QuickCash service:

- Visit a Bank branch Monday to Wednesday and Friday (9:30am to 4pm) or Thursday (9:30am to 5pm). Some branches open outside these standard hours and on weekends. For details, visit the Bank's website.
- Call the Bank:
  - within Australia: Call 13 2221 6am to 10pm (local time) for general enquiries.
  - from overseas: +61 13 2221.
- Visit the Bank's website: [commbank.com.au](http://commbank.com.au)
- For hearing or speech impaired customers:
  - Contact the Bank using the National Relay Service: TTY users phone 133 677 then ask for 13 2221.
  - Speak and Listen (speech-to-speech relay) users phone 1300 555 727 then ask for 13 2221.

Other changes of a grammatical nature have been made to the Terms and Conditions to adjust references to "envelopes" (plural) therein to "envelope" (singular) and to capitalise the defined term "Terms and Conditions".



**Commonwealth Bank**

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# Terms and Conditions – Deposit in Sealed Envelope (QuickCash)

To use the QuickCash service you must be a CommBank business customer who holds an active account from the list below and meet eligibility criteria.

- Business Transaction Account
- Business Online Saver Account
- Society Cheque Account
- Statutory Trust Account
- Standard Business Cheque Account (interest bearing option)
- Stream Working Capital Transaction Account.

You should read these terms and conditions carefully, and keep them for future reference.

Information on standard fees and charges is available on request. The Banking Code of Practice also applies to the QuickCash service.

In consideration of the Bank agreeing to receive deposits delivered to it in a Bank-supplied QuickCash envelope ('the envelope'), you agree:

1. A completed deposit slip must accompany each deposit in the envelope.
2. You will only use QuickCash envelopes issued by the Bank. The Bank is not liable for any loss or damage to the envelope or contents if another envelope is used. Use of other than Bank issued QuickCash envelopes means the deposit will be treated as a normal over the counter deposit.
3. You must not place in the envelope or any QuickCash Safe (if able to be used by you) any explosives or dangerous goods or anything that in the reasonable opinion of the Bank may be or become a nuisance to the Bank, its employees or customers.

4. You are solely responsible for loss or damage to, and for arranging any insurance cover for, envelopes or their contents prior to their acceptance by the Bank. It is your responsibility to ensure that your agent or contractor delivers your deposit to the Bank.
5. A deposit will be treated as a normal over the counter deposit if you or your agent waits while the contents of an envelope are counted.
6. The Bank may refuse to accept any envelope which is in excess of six (6) kilograms or has not been properly sealed or where there is evidence of tampering. If an envelope appears to have been tampered with the Bank will seek your instructions.
7. Acceptance of envelopes by the Bank occurs when the Bank collects the envelopes from the QuickCash Safe (if able to be used by you), QuickCash Chute or they are handed across the counter to a Commonwealth Bank staff member.
8. The Bank accepts liability up to the amount of the cash component said to be contained in an envelope the Bank accepts where any tampering occurs, or the envelope is lost, between the time the envelope is accepted and the time the contents are counted.
9. The Bank will verify the amount contained in the envelope and credit your account by the conclusion of trading the following business day. Subject to Clause 8, the Bank is not liable or responsible for any discrepancy between the amount shown on your deposit slip(s) accompanying the envelope and the total amount contained in the envelope as determined by the Bank.

In the event of a discrepancy, the Bank's count is deemed accurate and conclusive unless you provide satisfactory evidence to the contrary. The Bank will tell you of any discrepancy as soon as possible.

10. The Bank may from time to time impose and/or vary the amount or nature of fees for the QuickCash service. The fees are set out in the CommBank Business Transaction & Savings Accounts Terms and Conditions that apply to your account and are payable in accordance with those terms which are available at [commbank.com.au/bta-terms](https://www.commbank.com.au/bta-terms)
11. The Bank reserves the right to vary these Terms and Conditions or terminate the QuickCash service by giving at least 30 days notice, which may be by advertisement in the national or local media. The obligation to give prior notice does not apply if the Bank believes the variation or termination is required to preserve the security or integrity of the service or to prevent losses to you or the Bank. The Bank also reserves the right to vary your QuickCash service by giving you at least 30 days notice in writing.

12. If you are not happy with any changes the Bank makes under Clauses 10 and 11, you may cancel this service without penalty upon written notice to us.
13. 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.
14. 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 provide you with the QuickCash 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 [commbank.com.au](https://www.commbank.com.au)
15. From 7 July 2023 the QuickCash Safe facility will not be available to new customers (including customers who, as at that date, do not use the facility) and will be phased out for existing customers who are, as at that date, using the facility.
16. Any reference to 'you' or 'your' in these Terms and Conditions includes any third party authorised by you to deliver envelopes or use the QuickCash Safe facility (if able to be used by you) with the intent that you will be liable for any use of the envelopes or the QuickCash Safe facility (if able to be used by you) and for the failure of any such third party to observe these Terms and Conditions.
17. 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.