

# Safe Custody Service.

**(No longer available for sale)**

## **Conditions of use.**

Effective date: 28 February 2025

## You've got questions? We've got time to talk.



[banksa.com.au](https://banksa.com.au)



**13 13 76**

7.30am – 7.30pm



**Visit us in branch**

### **Accessibility support.**

BankSA welcomes calls through the National Relay Service. If you are deaf, hard of hearing, or have speech/communication difficulty, choose your access option detailed on [\*\*accesshub.gov.au/about-the-nrs\*\*](https://accesshub.gov.au/about-the-nrs).

Where English is a second language, contact us and a banker can arrange a language interpreter.

Visit [\*\*banksa.com.au/accessibility\*\*](https://banksa.com.au/accessibility) for further information on our more accessible products and services for people with disability, who are neurodivergent or where English is a second language.

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# 1 Interpretation.

1.1 In these conditions ("Conditions of Use"), unless the context indicates otherwise:

**Account** means any account held by you with us.

**Agreement** means the Safe Deposit Rental Agreement/Safe Custody Lodgement Agreement you sign.

**Banking Day** means a day we are open for business, but does not include Saturday, Sunday or any public holiday.

**Fees & Charges booklet** means the current Fees and Charges for Safe Deposit, Safe Custody and Safe Deposit Envelope booklet setting out the fees and charges payable by you to use a Service.

**GST** means any tax imposed on the supply of any goods, services, real or personal property or other similar things or similar tax.

**including** or **includes** when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

**Key** means a key we issue to you to use a Service.

**Negotiable Document** means any item or document, including bank notes, coin, bearer bonds and any other item or document which can be transferred by delivery.

**person** includes body corporate, municipal or district council, registered society, club, union or any other society, organisation or entity.

**Safe** means a low, medium or high security safe deposit locker at the Safe Deposit.

**Safe Custody Envelope** means an envelope we provide you for lodging items for safe keeping at any of our branches.

**Safe Custody Package** is a sealed package, parcel envelope or locked box kept for safekeeping in a branch or in the Safe Deposit.

**Safe Custody services** refers to a Safe, a Safe Custody Envelope or a Safe Custody Package.

**Safe Deposit** means the safe deposit facility at our 97 King William Street, Adelaide branch.

**Service** means the hiring of a Safe or the storage of a Safe Custody Package, or Safe Custody Envelope.

**Term** means a 12 month period or any other period agreed on during which we permit you to use a Service.

**we, us, our** and **ours** means BankSA – A Division of Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714.

**you** means the person or persons named in the Agreement as “Customer”. If there is more than one person named in the Agreement as “Customer”, you means each of those persons separately and every two or more of those persons jointly. You includes your successors and assignees.

1.2 The singular includes the plural and vice versa.

## 2 Options.

We provide the following safe custody services:

- at the Safe Deposit:
  - Safes are available for your use
  - you can deposit Safe Custody Packages
- at our branches
  - you can deposit non-Negotiable Documents in a Safe Custody Envelope.
- at some of our rural branches
  - you can deposit non-Negotiable Documents in Safe Custody Packages in the form of parcel envelopes.

### **3 Application.**

- 3.1 When you sign an Agreement you agree to be bound by these Conditions of Use. These Conditions of Use, the latest Fees & Charges booklet and the Agreement form your contract with us for the Services identified in the Agreement.
- 3.2 In addition to signing the Agreement, we may ask you to sign other forms relating to your use of a Service. We will give you the opportunity to review those forms prior to obtaining your signature.
- 3.3 We will retain the signed Agreement and give you a copy.

### **4 Fees and charges.**

- 4.1 The Fees & Charges booklet shows the current fees and charges (including government charges) that apply to a Service. You can get a copy of the latest booklet at any of our branches or by calling our Customer Service Centre – within Australia on 13 13 76. Up to date information on current standard fees, charges and any interest rates is available on request.
- 4.2 We have a lien over any of property contained in your Safe, Safe Custody Package or Safe Custody Envelope for the payment of fees or any amount of them due and unpaid.
- 4.3 We will debit your Account with the fees and charges for using a Service on the 20th day of each month or the next Business Day.

### **5 Extension of the Term.**

- 5.1 You may extend the Term by paying the fees required by us for the extension. Please refer to the Fees & Charges booklet.
- 5.2 At the end of the Term for a Service, these Conditions of Use continue to apply to the Service until (depending on the type of Service) you return all Keys or collect your Safe Custody Package or Safe Custody Envelope.

- 5.3 You must pay any fees we charge for any period beyond the end of the Term until you comply with the requirement (if any) under clause 12 to return a Key.

## **6 Access to Safe Custody services.**

- 6.1 You may have access to your Safe, Safe Custody Envelope or Safe Custody Package on any Banking Day when the Bank is open for general banking business. We display a notice setting out the hours during which access is available at the branch or the site of the Safe Deposit that contains your Safe, Safe Custody Envelope or Safe Custody Package.
- 6.2 If more than one person is listed as a customer:
- each one of you is entitled to use a Safe Custody service;
  - we may give any of you access to your Safe, Safe Custody Envelope or Safe Custody Package in the absence of the express written instructions from any one of you to the contrary; and
  - if any or all of you are in dispute, we may allow access to the Safe Custody services only if all of you agree or are present together when we make access available.
- 6.3 The Bank may, at its discretion, move the Safe Deposit Service to another location, but will give you notice if it does so.
- 6.4 You acknowledge that:
- the law may require us to allow a third party access to Safe Custody services; and
  - we are not liable for any loss or damage you suffer as a result of that third party's access.

## **7 Use.**

- 7.1 You must not place in your Safe, Safe Custody Package or Safe Custody Envelope any illegal substances or dangerous goods (including drugs, explosives or inflammable material) or anything else which, in our discretion, we consider may be or may become offensive or cause a nuisance to us, our employees or customers.

- 7.2 For all new or varied use of Safe Custody services from 19 December 2022, the right to use of the Safe Custody services is also conditional on:
- (a) all parties providing the Bank with the necessary identification information;
  - (b) the Bank carrying out any necessary verification checks; and
  - (c) any agreement is signed in accordance with the relevant authorities for all parties.

## **8 Agents.**

- 8.1 For customers whose Safe Custody services originated after 19 December 2022, the following applies:

The appointment of an Agent is no longer available on Safe Custody services.

- 8.2 For customers whose Safe Custody services originated prior to 19 December 2022, the following clauses apply:

If you want to appoint an Agent to act on your behalf and have access to the service, you must:

- (a) first obtain the Bank's consent (the person to be appointed must be acceptable to the Bank); and
  - (b) complete and sign the Bank's notice of an appointment of an agent and give it to the Bank.
- 8.3 You may revoke the Agent's appointment any time, but you must notify the Bank that you have done so. Until the Bank is notified, it may deal with the Agent as if he or she were you.
- 8.4 If more than one person is licensed under this agreement, all of them must sign the notice of appointment, but any one of them may notify the Bank that the Agent's appointment has been revoked.
- 8.5 The Agent must provide the Bank with the necessary identification information, and be onboarded as a Bank customer.



## **9 If you do not collect contents or pay fees and charges.**

If:

- you do not collect the contents of your Safe, Safe Custody Envelope or Safe Custody Package at the time your right to use the Service terminates; or
- you do not pay any fees due to us for your use of the Service, we may store the contents of your Safe, Safe Custody Envelope or Safe Custody Package elsewhere or dispose of the contents in accordance with the provisions of the *Unclaimed Goods Act 1987* (South Australia).

Prior to doing this we will provide adequate notice to you to collect the contents of your Safe, Safe Custody Envelope or Safe Custody Package.

## **10 Deceased customer.**

- 10.1 If we receive evidence of your death, we will consider a request by your relative, solicitor or another person for access to your Safe, Safe Custody Envelope or Safe Custody Package to search for your will or to find a receipt for a burial allotment. If that relative, solicitor or other person requests access to your Safe, he or she must produce the Key to your Safe.
- 10.2 If we agree to a request under clause 10.1, we will conduct the search by two of our officers in the continuous presence of the relative, solicitor or other person that requested access.
- 10.3 We may deliver to the relative, solicitor or other person that requested access under clause 10.1, any receipt for a burial allotment our officers find during the search they perform under clause 10.2.
- 10.4 If during the search our officers perform under clause 10.2, the officers find a document that appears to be your will, we may deliver the document to the Registrar of Probates or, if we are satisfied with proof of the identity of a person or persons named as executor or executors in the document, that executor or those executors.

- 10.5 If more than one person signs this form as customer and any of them dies, the contents of the box will be deliverable to the survivor or survivors and the Bank will not be liable if it delivers those contents to the survivor or survivors.

The Bank would consider the survivor or survivors to be the sole Licensee(s) of the service.

## **10A Deregistered Companies.**

10A.1 When a Service is held in joint names and a Customer is a company which becomes deregistered:

- any remaining Customer(s) will become wholly responsible for the Service and Fees and Charges;
- we may treat the property held in the Service as the property of the other Customer(s); and
- if all Customer(s) are deregistered, we will suspend the Service and take actions in accordance with clause 10A.2.

10A.2 If we become aware that all Customers are companies that are deregistered, we'll suspend access to the Service, which means:

We'll notify the former directors that access to the Service has been suspended.

No access to the Service will be permitted until the deregistered company's registration is reinstated with the Australian Securities Investment Commission (ASIC).

If we don't receive notification of the reinstatement within the time period stated in our notice, we will terminate the Service, and after we distribute property that did not belong to the deregistered company to its rightful owner(s), we will send any property that belonged to the deregistered company to ASIC.

We may take action to recover outstanding Fees and Charges for the Service.

## **11 Termination.**

- 11.1 Despite any other provision of the Agreement or these Conditions of Use, we may terminate your use of a Service at any time by giving you:
- at least 30 days' notice in writing in relation to your use of a Safe, Safe Custody Envelope or a Safe Custody Package.
- 11.2 If we terminate your use of Safe Custody services under clause 11, you will be refunded fees or charges for any unused period that you have paid in advance for use of the Safe Custody services.
- 11.3 To terminate your Safe Custody service you can contact a BankSA Branch and pay any fees or charges that are unpaid in relation to the Safe Custody services.

## **12 Our Property.**

- 12.1 The Keys we issue you under these Conditions of Use to use a Service remain our property and must be returned to us in good condition immediately on the expiry or earlier termination (for whatever cause) of your right to use the Service.
- 12.2 You must not make a duplicate of any Key.

## **13 Your Liability.**

- 13.1 The contents of your Safe, Safe Custody Package, and Safe Custody Envelope remain at your risk. Subject to your rights under the Banking Code of Practice (if it applies to your use of the Service – see clause 23), we are not liable for any loss or damage to those contents or any discrepancy between what you believed to be those contents and the actual contents.
- 13.2 You must notify us in writing immediately of any loss of or damage to your Keys or your copy of the Safe Custody Package Agreement and then surrender your remaining Keys to us.

- 13.3 Any forcible opening, repair and replacement work under this clause 13 will be carried out by a person we appoint.

## **14 Our Liability.**

Subject to your rights under the Banking Code of Practice (if it applies to your use of the Service – see clause 23), we are not liable for:

- any loss, damage, inconvenience or delay suffered by you as a result of:
  - any failure of locks or doors or, if for any reason beyond our control;
  - access to your Safe, Safe Custody Package, or Safe Custody Envelope not being possible; or
  - our exercising rights under the Agreement, these Conditions of Use or at law;
- any loss or damage, wrong delivery or destruction of, or to, your Safe (regardless of whether the Safe is of a low, medium or high security category), Safe Custody Package or Safe Custody Envelope or of their contents;

unless such liability is due to our fraud, wilful misconduct or negligence.

## **15 Assignment.**

Your right to use a Service is personal to you and cannot be assigned or transferred.

## **16 Notice.**

- 16.1 Subject to clause 16.3, any notice required to be given under the Agreement or these Conditions of Use is taken to be duly served if sent by prepaid post:

- where the notice is to you, to your business or residential address last known to us; and
- where the notice is to us, to the place where we provide the Service.

- 16.2 You must inform us in writing of any change of your business or residential address.

- 16.3 We may use electronic means to communicate with you. If the Banking Code of Practice applies to your use of a Service (see clause 23), we may use electronic means to communicate with you only if that Code permits and only if you agree to receiving electronic communications.

## **17 Insurance.**

You are responsible for insuring the contents of your Safe, Safe Custody Envelope or Safe Custody Package. We do not have, and are not to be taken to have, any knowledge of those contents.

## **18 Indemnity.**

You indemnify us and keep us indemnified at all times against any actions, proceedings, claims, demands, losses, damages, expenses and costs (including the costs of any legal proceedings instituted or defended by us in relation to a third party seeking or gaining access to the contents of any Safe, Safe Custody Package or Safe Custody Envelope we provide to you) incurred by us due to our providing a Service to you.

## **19 Variations to these Conditions of Use.**

- 19.1 We may vary or replace these Conditions of Use in any way including increasing fees or charges and introducing new fees and charges payable by you to use a Service.
- 19.2 We will notify you in writing of any new fees or charges for your use of a Service at least 30 days prior to the new fee or charge taking effect.
- 19.3 We will notify you of any other changes to these Conditions of Use as soon as reasonably possible (which may be before or after the change is made) or, if we believe the change is unfavourable to you, at least 30 days before the change takes effect. We may give you a shorter notice period (or no notice) if we believe that it is reasonable for us to manage a material and immediate risk. We will notify you by:

- placing a notice in a major newspaper circulating in Adelaide or the local media; or
  - sending you a notice in writing. Where we send written notice by ordinary mail, we will regard that notice as given 7 Business Days after we post it.
- 19.4 We will notify you of the introduction or variation of a government charge payable directly or indirectly by you for your use of a Service in advance of the change or reasonably promptly after the government, a government agency or representative body notifies us, unless the introduction or variation is publicised by a government, government agency or representative body. We will notify you using the methods outlined in clause 19.3.

## **20 Special conditions for Safes.**

- 20.1 We will give you a packet containing two Keys for your use of a Safe. You must seal one Key in an envelope we provide and lodge that envelope in a locked receptacle we provide and control.
- 20.2 Only our authorised officers have access to the lodged Key and then only on:
- your right to use the Safe terminating;
  - your loss of, or failure to deliver up, the Key when required to do so under the Agreement or these Conditions of Use; or
  - our receiving a Court Order or our submitting to any law requiring us to give access to the Safe.
- 20.3 You may enter the Safe Deposit or have access to a Safe only if you have signed an Access Register in the form we prescribe and your signature is verified by one of our officers and you are identified otherwise to our satisfaction.
- 20.4 Before you remove the contents from your Safe, you must first lock the door in the open position and remove your Key.

- 20.5 We may limit the number of customers allowed in the Safe Deposit at any one time and may refuse to permit you to remain longer than what we consider to be reasonably necessary for you to open your Safe, inspect the contents of the Safe and close the Safe.
- 20.6 If you wish to examine the contents of your Safe, we may require you to carry the contents of the Safe to a room or desk for examination.
- 20.7 You may request one of our officers to remove or handle the contents of the Safe for you. Our officers are not required to agree to your request. If one of our officers agrees to your request, he or she removes or handles the contents of the Safe as your agent, not in his or her capacity as our officer.
- 20.8 We will not allow you access to your Safe, if there are any outstanding fees and charges owing to us in relation to your use of the Safe.

## **21 Special conditions for Safe Custody Packages.**

- 21.1 We may refuse to accept a Safe Custody Package for any reason including that we consider the Safe Custody Package to be too large or heavy.
- 21.2 You must seal and, after each access, reseal any Safe Custody Package with strips of adhesive paper on the flaps of envelopes, joins of parcels or lids of locked boxes.
- 21.3 You must sign across the seals (and reseals) of your Safe Custody Package on lodgement (and after each access) in the presence of the officer we appoint for that purpose.
- 21.4 You are permitted access to your Safe Custody Package only if you produce your copy of the Safe Custody Package Agreement at the time you wish to have access. Whenever you are inspecting the contents of your Safe Custody Package, we will retain your copy of the Safe Custody Package Agreement until you complete your inspection.
- 21.5 We will allow you access to your Safe Custody Package only after we identify you to our satisfaction and only after you sign our access register.

- 21.6 We will allow you access to your Safe Custody Package only if you have paid all fees and charges due to us in relation to your use of the Service.

## **22 Special conditions for Safe Custody Envelopes.**

- 22.1 We will accept a Safe Custody Envelope only in the form we issue. Also, we may refuse to accept a Safe Custody Envelope for safekeeping for any reason.
- 22.2 You must seal and reseal your Safe Custody Envelope after each access with strips of adhesive paper on the flaps of envelope.
- 22.3 You must sign across the seals (and reseals) of your Safe Custody Envelope on lodgement (and after each access) in the presence of the officer we appoint for that purpose.
- 22.4 We will allow you access to your Safe Custody Envelope only after we identify you to our satisfaction and only after you sign our access register.
- 22.5 We will allow you access to your Safe Custody Envelope only if you have paid all fees and charges due to us in relation to your use of the Service.

## **23 Banking Code of Practice.**

The Australian Banking Association's banking code of practice as updated, and adopted by us, from time to time (**Banking Code**) sets out the standards of practice and service in the Australian banking industry for individuals and small business customers, and their guarantors who are individuals.

The relevant provisions of the Banking Code apply to the banking services referred to in this document. This means that we will comply with the Banking Code, where it applies to the banking services provided to you.

You can view a copy of the Banking Code of Practice on our website or contact us for assistance.



## 24 **Anti-Money Laundering and Counter-Terrorism Financing Obligations.**

Please be advised that in order for us to meet our regulatory and compliance obligations we will be increasing the levels of control and monitoring we perform.

You should be aware that:

- use of your Safe Custody Service and/or transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions (or the law or sanctions of any other country).

Where the use of your Safe Custody Service and/or transactions are delayed, blocked, frozen or refused, BankSA and its correspondents are not liable for any loss you suffer (including consequential loss) howsoever caused in connection with your Safe Custody Service;

- we may from time to time require additional information from you or your agent to assist us in the above compliance process; and
- where legally obliged to do so, we will disclose the information gathered to regulatory and/or law enforcement agencies, other banks, other members of the Westpac Group, service providers or to other third parties.

You provide BankSA the following undertakings and indemnify BankSA against and potential losses arising from any breach by you of such undertakings:

- (a) you or your agent will not initiate, engage in or effect a transaction that may be in breach or Australian law or sanctions (or the law or sanctions of any other country); and
- (b) the underlying activity for which your Safe Custody Service is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

## **25 Privacy Statement.**

Our Privacy Statement explains how we collect, use and disclose your personal information and credit-related information. Our Privacy Statement also provides information about how you can access and correct your personal information, and make a complaint and is available at [banksa.com.au/privacy/privacy-statement](https://banksa.com.au/privacy/privacy-statement) or by calling us on 13 13 76.

In certain circumstances, additional documents might also apply to our collection, use and disclosure of your personal information (including sensitive information).

- If you verify your identity electronically, our Electronic Verification Notice contains further information about how we collect, use and disclose your personal information.
- If you require additional support to do your banking, our Vulnerable Customer Notice contains further information about how we collect, use and disclose your personal information (including sensitive information).
- If you make a hardship application, our Hardship Information Collection Notice contains further information about how we collect, use and disclose your personal information (including sensitive information).

## **26 Foreign tax residents.**

We are required under domestic and international laws to collect and report financial and account information relating to individuals and organisations who are, or may be, foreign tax residents. We may ask you whether you, your Agent or any shareholder, beneficiary, settlor or controlling person are a foreign tax resident from time to time, such as when you open an account with us, or if your circumstances change. If you do not provide this information to us, we may be required to limit the services we provide to you.

Unless you tell us otherwise, by completing any application, you certify that any shareholder, named beneficiary, settlor or controlling person is not a foreign tax resident. You must tell us if you, or any shareholder, named beneficiary, settlor or controlling person is, or becomes, a foreign tax resident (unless an exemption applies, such as for shareholders of listed companies). Where there are no named beneficiaries (e.g. for beneficiaries identified only as a class) you must tell us if a beneficiary is a foreign tax resident immediately when any decision is made to identify and make a distribution to them. You may contact us to provide foreign tax residence information by calling 1300 725 863.

We cannot give tax advice, so please contact your independent tax advisor if you need help finding out whether any person is a foreign tax resident.

## **27 Feedback and complaints.**

### **Delivering on our service promise.**

We're constantly striving to provide the best possible service, and we'll do our best to resolve any concern you have efficiently and fairly.

### **Our commitment to you.**

If you're ever unhappy about something we've done – or perhaps not done – please give us the opportunity to put things right.

Our aim is to resolve your complaint within 5 Business Days, and where possible we will resolve your complaint on the spot. If we need additional time to get back to you, we will let you know. Should we be unable to resolve your concern at your first point of contact, we will then refer the complaint to our dedicated Customer Managers in our Customer Solutions team.

Our Customer Solutions Customer Managers are here to find a solution for you and will ensure that you're regularly updated about the progress we are making to resolve your complaint.

## **You can contact us.**

### **Over the phone.**

Please call us from anywhere in Australia on  
13 13 76

If you are overseas, please call +61 2 9155 7850

### **By post.**

BankSA Customer Solutions,  
Reply Paid 399, Adelaide SA 5001

### **In branch.**

If you prefer to tell us in person, go to our website  
to locate your nearest branch.

### **Online.**

Using the secure feedback form at  
[eforms.banksa.com.au/olfmu/eforms/  
ConsumerFeedback/#/welcome](https://eforms.banksa.com.au/olfmu/eforms/ConsumerFeedback/#/welcome)

For further information go to our website and  
search 'Feedback and Complaints'.

### **If you are still unhappy.**

If you are not satisfied with our response or  
handling of your complaint, you can contact the  
external dispute resolution scheme, the Australian  
Financial Complaints Authority (AFCA).

### **Australian Financial Complaints Authority.**

The Australian Financial Complaints Authority  
(AFCA) provides a free and independent service  
to resolve complaints by consumers and small  
businesses about financial firms (e.g. banks),  
where that complaint falls within AFCA's terms of  
reference.

The contact details for AFCA are set out below.

Australian Financial Complaints Authority

Online: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Phone: 1800 931 678 (free call)

Post: Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001



*BankSA acknowledges the Traditional Owners as the custodians of this land, recognising their connection to land, waters and community. We pay our respects to Australia's First Peoples, and to their Elders, past and present.*