

# Cheque Facility Terms and Conditions

Effective date: 01 December 2012



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This booklet should be read in conjunction with the Terms and Conditions contained in the Financial Service Guide (FSG) for the Bank products including: Savings Accounts, Investment Accounts, Payment Services, Visa Debit Card, Redicard, Internet Banking, BPAY, Redidial and Member Chequing. AFSL/ Australian Credit Licence No. 240018. ABN 95 087 650 799.

**Police Bank Ltd**

ABN 95 087 650 799. AFSL/Australian Credit Licence No. 240018  
Level 27, 1 Market Street, Sydney NSW 2000.

Customs Bank is a division of Police Bank Ltd. All terms and conditions that apply to Police Bank also apply to Customs Bank.

# Cheque Facility Terms and Conditions

## INFORMATION ABOUT THE MUTUAL BANKING CODE OF PRACTICE

The relevant provisions of the Mutual Banking Code of Practice apply to Police Bank as the product issuer (the "Bank") product or service.

1. When the Bank accepts this application you, the Member, acknowledge that you have appointed both the Bank and the Credit Union Services Corporation (Australia) Limited ("Cuscal") as your agent and that you have authorised each of them to:
  - (a) Conduct accounts ("the Bank Account") with a Bank ("the Bank") to enable you to draw cheques for payment of goods and services out of the funds in your Bank Account in accordance with these Terms and Conditions; and
  - (b) Transfer funds to the Bank Account from your Bank Account to pay the amount of cheques that you or your Authorised Signatories have signed and to pay the value of all costs taxes or charges made by the Bank.
2. It is your responsibility to safeguard your cheque book from loss, theft or unauthorised use. You must:
  - (a) Keep your cheque book under secure control and in a safe place at all times;
  - (b) Never give your cheque book or an incomplete cheque to any person;
  - (c) Read your periodic statement carefully and notify the Bank promptly if it contains any entry which you suspect may represent an unauthorised transaction; and
  - (d) Contact us immediately if you become aware that your cheque book or a cheque has been lost, stolen or used without your authority.
3. When you write a cheque you have a duty to fill it out carefully so that no one else can alter it. You must:
  - (a) Write the amount in both words and figures and never leave a gap between the words or

- figures;
- (b) Begin the amount in words as close to the left hand side of the cheque as possible and write the amount in figures as close as possible to the dollar (\$) sign;
  - (c) Always write cheques in ink which cannot be rubbed out and never in pencil; and
  - (d) Never sign a cheque until you have filled it out completely.
4. You will be liable for all losses caused by your failure to observe the duties specified in clauses 1 and 2 above. However in no case will you be liable where it is shown, on the balance of probabilities, that the loss was caused by:
- (a) The fraudulent or negligent conduct of your Bank's employees or agents; or
  - (b) The same cheque being debited more than once to the same account.
5. If the amount of any cheque presented for payment to the Bank exceeds the Available Balance (as defined in 6 below) in your Bank Account at the time the cheque is presented, your Bank may instruct the Bank to refuse to pay the cheque. If that occurs your Bank will advise you in writing, by ordinary prepaid post, as soon as practicable, but will not be liable for any losses caused by its failure to do so. Where your Bank refuses to pay a cheque in accordance with this condition, or in accordance with any other provision, your Bank may, at its absolute discretion, debit to your Bank Account any costs incurred through such refusal, and such costs shall constitute a debt owed by you to your Bank.
6. The "Available Balance" includes any funds lodged in your Bank Account, any unused overdraft or other agreed credit facility made available for your Bank Account. The Available Balance does not include:
- (a) Deposits received but uncleared in accordance with the policy of your Bank;
  - (b) Interest accrued but not credited; or

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(c) Deposits in transit.

7. If your Bank Account is held in the name of two or more persons, all funds in that account and the Bank Account will be held in joint tenancy. If one of you dies, any balance in these accounts shall accrue in accordance with the law of survivorship in the State of incorporation of your Bank.
8. You acknowledge and agree that your Bank is only required to instruct the Bank to stop payment on any cheque when your Bank standard stop payment notice has been correctly completed, signed and delivered to your Bank.
9. In the event that a correctly authorised and presented cheque exceeds the Available Balance of your Bank Account, your Bank is authorised (but is under no obligation) to transfer to that account from any other account or accounts that you have with your Bank sufficient funds to allow payment of the cheque. Your Bank may charge you a fee when it makes such a transfer and, if it does, the fee will constitute a debt owed by you to your Bank. You acknowledge that your Bank will not be liable for any claim made by you should your Bank fail or refuse to make such a transfer.
10. If your Bank pays a correctly authorised and presented cheque that exceeds your Available Balance then you will incur a debt to your Bank reflecting the amount by which the cheque exceeds the Available Balance. This debt is repayable by you immediately upon the written demand of the Bank. If you fail to repay the debt then you will be required to pay all costs and expenses incurred by the Bank in collection of that debt.
11. If you have a complaint about the Cheque Facility, or wish to dispute a transaction, you should contact your Bank. The Bank staff will do everything they can to resolve your complaint immediately and to your satisfaction.

If it is not possible to settle your concern

immediately, or you are not satisfied with the result, you may request that the decision be reviewed by senior management. An officer with the appropriate authority will investigate your complaint thoroughly.

If you are still not satisfied with the decision, and you wish to take it further, you may, for instance, contact the Financial Ombudsman Service Limited (FOS). Contact details are:

**FOS**  
**GPO Box 3**  
**Melbourne VIC 3001**  
**Toll Free Call: 1300 78 08 08**  
**Facsimile: (03) 9613 6399**  
**Email: [info@fos.org.au](mailto:info@fos.org.au)**  
**Website: [www.fos.org.au](http://www.fos.org.au)**

12. When you ask, your Bank will give you information about:
  - (a) Your Bank's right to combine accounts;
  - (b) Bank corporate cheques;
  - (c) The advisability of you informing your Bank promptly if you are in financial difficulty; and
  - (d) The advisability of you reading the Terms and Conditions applying to your Bank Product or Service.
  
13. Your Bank will also give you information about:
  - (a) The time generally taken for clearing a cheque and the manner in which a cheque may be specially cleared;
  - (b) The effect of crossing a cheque, the meaning of "not negotiable" and "account payee only" and the significance of deleting "or bearer" when any of these expressions appear on a cheque;
  - (c) How and when a cheque may be stopped;
  - (d) How a cheque may be made out in order to reduce the risk of any unauthorised alteration; and

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(e) The circumstances under which cheques may be dishonoured including information on post-dated and stale cheques.

14. You agree to pay all charges which are determined by the Bank to apply in relation to transactions and cheques drawn on, or deposits made to, the Bank pursuant to this facility.
15. Your Bank collects personal information about you so it can process your application, administer your account and tell you about the Bank's services.

Your Bank may disclose your personal information to others where that is necessary to execute your instructions or if it is required by law.

The types of people to whom the Bank may disclose your personal information include your representative or guardian, regulatory bodies and any organisations with whom it has alliances or arrangements or is involved in the chequing transaction (including but not limited to Cuscal, the National Australia Bank Ltd and JP Morgan Chase). Your Bank may also collect and disclose your personal information for the purpose of resolving a complaint or disputed transaction.

You agree that your Bank may collect and disclose your personal information by electronic communication (such as by facsimile or email).

You acknowledge that there are inherent risks in the use of such electronic communication irrespective of whether that electronic communication is protected by way of encryption.

You can access the personal information that your Bank, or Cuscal may hold about you at any time. You should contact your Bank if you do not wish to receive marketing material.

For more details on how your Bank handles personal information, please refer to your Bank's Privacy Guidelines (available on the website - see back page for contact details).

- 16.** Your Bank may change these Terms and Conditions at any time. Your Bank will notify you of changes in the following manner:
- (a) Where the change is the introduction of, or increase in, a fee or charge (other than a Government charge) or a variation in the method by which interest is calculated, or the frequency with which it is debited or credited, the Bank will provide you with at least 30 days' prior written notice; and
  - (b) Where the change is the introduction of a Government charge, payable directly or indirectly, either through an advertisement in the national or local media; through a notice in a member newsletter or an account statement, or by a direct written notice, unless the variation is publicised by a Government, Government agency or representative body.

The Bank will notify you of all other changes by advertisement in the national or local media, or through a notice in a Member newsletter or an account statement, or by way of a direct written notice, no later than the day on which the variation takes effect.

The Bank is not required to notify you of a variation of an interest rate, fee or charge before the variation takes effect where the variation will result in a reduction of your obligations, but will instead, confirm that such a variation has occurred on or with your next member newsletter or account statement following the variation. Information about our current interest rates and fees and charges is available on request.

- 17.** You agree that you will promptly notify the Bank of any change of address for the mailing of any notification which the Bank is required to send to you.
- 18.** The Bank may post all statements and notices to you at your registered address as provided for in the Bank's records.

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19. In this Application and its Terms and Conditions, the expression “you” means the Prime Member and, where applicable, the Joint Member jointly and severally.

# Notes

# Contact Us

## Police Bank

### Assistance Centre

Phone: 131 728 E/N: 88899

### Direct

Phone: 131 728 E/N: 88884

### Sydney

Phone: (02) 8268 2500 E/N: 44850

### Parramatta

Phone: (02) 9841 8200 E/N: 44700

### Penrith

Phone: (02) 4720 5000 E/N: 44750

### Newcastle

Phone: (02) 4908 6200 E/N: 44870

### Canberra

Phone: (02) 6206 7000 E/N: 44860

### Goulburn

Phone: (02) 4827 1000 E/N: 44730

### Gosford

Phone: (02) 4320 0200 E/N: 44880

### Wollongong

Phone: (02) 4221 9000 E/N: 44830

### Campbelltown

Phone: (02) 4640 7000 E/N: 88839

### Port Macquarie

Phone: (02) 6582 9900 E/N: 44840

### Norwest

Phone: (02) 8814 3000 E/N: 44790

**Email** [info@policebank.com.au](mailto:info@policebank.com.au)

**Website** [www.policebank.com.au](http://www.policebank.com.au)

## Customs Bank

**Assistance Centre:** 131 728

**Canberra** Phone: (02) 6243 8900

**Mascot** Phone: (02) 8335 4200

**Melbourne** Phone: (03) 9642 1003

**Email** [info@customsbank.com.au](mailto:info@customsbank.com.au)

**Website** [www.customsbank.com.au](http://www.customsbank.com.au)