

Notice of Authority

1 Branch name

Branch name

2 Customer name

Customer name (provide the full names of all individuals, trustees, business proprietors or organisations (company, society, club or association) and ABN, ACN, ARSN or ARBN if applicable)

3 Business name (if applicable)

Business name (eg trading as Bill's Bait Bar)

4 Account name

Account name (eg XYZ Pty Ltd No.1 Account)

Account number

5 Authorisation to the Bank

Please note that I/we have authorised the person(s) whose name(s) and specimen signature(s) appear in the Section **Details of Persons Authorised**, to act on my/our behalf (where this authority is from an organisation, it has been given by a resolution of a legally constituted meeting of the organisation or the directors of the company, as the case may be):

1. To draw cheques and other instruments on any of my/our accounts, if permitted by you.
2. To overdraw any of my/our accounts to the extent permitted by you.
3. To authorise you to make periodical payments or direct debits to any account and debit that account with any charges or costs relating to such payments.
4. In relation to any term or other deposit in my/our name; or in the name of the organisation:
 - to place money on deposit;
 - to receive payment of deposit moneys and interest;
 - to give instructions in relation to any deposit, including instructions on the payment (whether at maturity or otherwise) or renewal of that deposit.
5. In relation to property held by you on my/our behalf (including any property held in joint names or on behalf of the organisation):
 - to have access to, and receive from you such property; and
 - to give you instructions regarding such property.

6. To instruct you to transfer accounts between branches.
7. To instruct you to close all or any of my/our accounts.
8. To make, accept, endorse or discount cheques and other instruments made payable to, or to the order of, me/us or, where I/we are a trustee, to the estate or trust.
9. To arrange the issue and negotiation of letters of credit.
10. To give or sign any documents for your protection, including guarantees and indemnities relating to:
 - missing documents;
 - guarantees or undertakings given or to be given by you in my/our favour or on my/our behalf at my/our request;
 - letters of credit issued or to be issued by you on my/our behalf or at my/our request, or in favour of any of my/our officers or agents.
11. To pledge, assign, give security over or make arrangements with you regarding my/our property and to receive any such property from you.
12. To make enquiries, to give instructions and generally to request and receive information in relation to any of my/our accounts or to any accounts of the organisation.

This authority applies to all of my/our accounts and all accounts that I/we may conduct in the future, except those accounts for which I have given

6 Privacy Consent of Person Authorised

I, the person authorised, agree that the Bank and any other member of the Westpac Group (the 'Parties') may exchange with each other any information about me including:

- any information provided by me in this document;
- any other personal information I provide to any of them or which they otherwise lawfully obtain about me; and
- transaction details or transaction history arising out of my arrangements with the Bank.

If the Parties engage anyone (a 'Service Provider') to do something on their behalf (for example a mailing house or a data processor) then I agree that any of the Parties and the Service Provider may exchange with each other any information referred to above.

The Bank might give any information referred to above to entities other than the Parties and the Service Providers where it is required or allowed by law or where I have otherwise consented.

I agree that any information referred to above can be used by the Parties and any Service Provider to allow me to act on the Customer's behalf and for account administration, planning, product development and research purposes.

I understand that I can access most personal information that the Parties hold about me (sometimes there will be a reason why that is not possible, in which case I will be told why).

I understand that if I fail to provide any information requested in this form, or do not agree to any of the possible exchanges or uses detailed above, this notice may not be accepted by the Bank.

I understand that I can find out what sort of personal information the Parties have about me, or make a request for access, by contacting Telephone Banking on:

- 132 032 for Fiji, 322 0888 for PNG, 24 033 for Tonga or your local branch.

I understand that the Parties would like to be able to contact me, or send me information, regarding products and services. If I do not wish to receive this information, I can:

- call in at any Westpac branch.

Westpac means Westpac Banking Corporation and its branches and subsidiaries in the Pacific.

In this Privacy Consent Section, I, me, my, we, our and similar words means the person authorised.

7 Details of Persons Authorised

Provide the following details of **each** person authorised to act:

- Full name(s)
- 10 digit customer number (if known) and/or address
- *If applicable*, the office held of that person (*eg Managing Director*)
- Any other name by which that person is commonly known
- Specimen signature

Name 10 digit customer number

Residential address

Office held (if applicable) Specimen signature

Is the signatory known by any other name(s)? ☐ Yes ☐ No ► If Yes, provide name(s)

Name 10 digit customer number

Residential address

Office held (if applicable) Specimen signature

Is the signatory known by any other name(s)? ☐ Yes ☐ No ► If Yes, provide name(s)

Name 10 digit customer number

Residential address

Office held (if applicable) Specimen signature

Is the signatory known by any other name(s)? ☐ Yes ☐ No ► If Yes, provide name(s)

Name 10 digit customer number

Residential address

Office held (if applicable) Specimen signature

Is the signatory known by any other name(s)? ☐ Yes ☐ No ► If Yes, provide name(s)

- *If more signatures are required, complete another Notice of Authority and write 'This is Annexure A' referred to in Notice of Authority dated* *at the top of that authority*
- *Also write 'See Annexure A' at the top of this authority*

8 Endorsement

By the same resolution, authority was given to any one of the officers of the organisation (*eg Secretary, Treasurer, Accountant*)

to endorse cheques and other instruments payable to or to the order of the organisation and lodged for the credit of any of the organisation's accounts.

9 Joint / Several Authorisation

If more than one person has been authorised, they will act in the following manner (*select ✓ one option*):

- ☐ Joint authorisation (*all persons authorised must act and sign together*)
- ☐ Severally (*each person authorised acts or signs alone on my/our behalf*)
- ☐ Other (*eg 'any two directors', or 'the director and secretary'*) provide details below

☐ Number of signatories

10 Authority Agreement

This authority will continue until the branch where my/our accounts are kept, receives written notice in a form satisfactory to the Bank from me, or any one or more of us, or the organisation that it has been cancelled.

This authority cancels any previous authority I/we have given to you regarding the persons authorised to act except in relation to:

- instruments dated before the date of this authority and presented for payment after you receive this authority, and
- any act done under the previous authority.

Joint Accounts

- If any one or more of us dies, then as far as you are concerned:
 - any credit balance in any account held in our joint names will be a debt due to the survivor;
 - any property held by you on our joint behalf will be deliverable to the survivor,
 and you shall be free from all responsibility in paying or delivering that money or property to such survivor.
- Our liability to you is joint and several if any of our accounts is or becomes overdrawn.
- You may accept for the credit of any of our accounts any instruments payable to any one or more of us.

Business Accounts

- There is no other person or organisation interested as proprietor of the business. I/We will write to you immediately if there is a change of ownership of the business.
- If there is more than one proprietor of the business:
 - our liability to you is joint and several if any of our accounts is or becomes overdrawn; and
 - you may accept for the credit of any of our accounts any instruments payable to any one or more of us.
- I/We have given you an up to date copy of the certificate of registration (if any) of the business name, or if registration has been applied for, but not yet obtained, a copy of the application.

If the organisation is the proprietor of a business:

- There is no other person or organisation interested as proprietor of the business. We will write to you immediately if there is a change of proprietors of the business.

- If there is more than one proprietor of the business:
 - our liability to you is joint and several if any of our accounts is or becomes overdrawn; and
 - you may accept for the credit of any of the accounts any instrument payable to any one or more of the proprietors.
- We have given you an up to date copy of the certificate of registration (if any) of the business name, or if the registration has been applied for, but not yet obtained, a copy of the application.

Organisation Accounts

- For a company – we have given you a copy of the certificate of registration or incorporation.
- For any other type of organisation – we have given you an up-to-date copy of the rules, Memorandum and Articles of Association by-laws, constitution or other document (if any) constituting the body named on this authority and authorising the signatory/ies to act.

In this authority:

- account includes a term or other deposit.
- Except in the **Privacy Consent of Person Authorised** Section, I, me, my, we, our and similar words refer to the organisation, persons or proprietors of the business named above as the Customer.
- 'instruments' means cheques, drafts, bills of exchange, promissory notes and other instruments.
- 'joint account' means an account held by two or more natural persons but does not include an account held by the trustees of a trust or the proprietor(s) of a business.
- 'letters of credit' includes documentary letters of credit and stand-by letters of credit.
- 'organisation' refers to the company, society, club, institution or other association named above as the Customer.
- 'property' includes packets, boxes, deeds, securities, bills of exchange, promissory notes, drafts, bills of lading, warehouse certificates, insurance policies, insurance bonds, deferred annuity policies, and any other documents or property of any kind.
- 'trustee account' means an account in the name of the trustees of a trust or the executors or administrators of a deceased estate.
- 'you' and 'your' means the Bank.

11 Authorised by

► Complete Section A or B (complete one section only, whichever is applicable)

A – Organisational accounts only

Complete this section if the authority is for an **organisation**.

By a legally constituted meeting of the organisation or directors of the company, as the case may be authority was given to the person(s) named to act in accordance with the terms of this authority.

This authority is signed for and on behalf of (name of organisation):

by (signature)

and (signature)

Date

 / /

Name and official designation (eg director)

Name and official designation (eg director)

B – Non-Organisational accounts only

Complete this section for any personal, joint, trustee or business (but not for an organisation) account. All persons named as the 'Customer' must sign.

Signature (1)

Signature (2)

Date

 / /

Signature (3)

Signature (4)

11 Bank use only

Ensure that:

- Section A or B has been completed above
- The manner of operation has been selected in the Joint/Several Authorisation section

	Salary number	Name	Signature	Date
Entered/Verified by				
Authorisation Officer				
Checked by ROC				