

COMMERCIAL BILLS - DEED OF AUTHORITY, INDEMNITY AND POWER OF ATTORNEY



DETAILS

Date	<input type="text"/>	<input type="text"/>	<input type="text"/>
Name	<input type="text"/>		
(If Company) ABN/ACN	<input type="text"/>		
*in its own capacity and as trustee for	<input type="text"/>		
Address	<input type="text"/>		

AUTHORITY AND INDEMNITY

You enter into this deed in favour of ANZ. You authorise and request ANZ from time to time (but only at ANZ's discretion) to endorse, accept and discount or purchase Bills drawn, accepted or endorsed by You and presented to and approved by ANZ.

You indemnify ANZ against any loss or liability reasonably suffered or incurred as a result of any actions, claims and demands made in connection with such endorsement, acceptance, discounting or purchase except to the extent such loss or liability arises from negligence, fraud, wilful misconduct or mistake by ANZ or its officers, employees, contractors or agents or any receiver appointed by ANZ.

Until You verbally or in writing give us instructions to the contrary, You authorise ANZ in connection with any Facility provided to You now or in the future by ANZ for the drawing by ANZ on your behalf of Bills to be drawn under the Facility, and in particular to decide, acting reasonably:

- whether or not to draw any Bills;
- the aggregate face value amount of the Bills to be drawn on any drawdown or rollover date and the terms for which those Bills are to be drawn;
- the manner of discounting or purchasing those Bills at the yield rate as agreed between You and ANZ for the particular transactions concerned.

The details of your account to which the face value or discounted proceeds (as applicable) of those Bills are to be credited will be in accordance with the terms and conditions of the Facility that have been agreed with You.

Except to the extent we agree to a shorter period, You agree that You must give your instructions (other than relating to yield rate and terms) to ANZ at least five (5) business days before any drawdown or rollover date, with the yield rates and terms to be agreed or confirmed between You and ANZ on or before the date on which the Bills are drawn and discounted or purchased. For this purpose, a 'business day' means a day defined as such in any applicable 'ANZ Business Banking Specific Conditions of Use' booklet or, if no such booklet applies, a day that ANZ reasonably treats as a business day.

You understand that under the terms and conditions applicable to your Facility, ANZ may send You a formal confirmation advice (in writing) specifying certain information relating to your Bills such as:

- the face value of each Bill drawn under the Facility;
- the maturity date and yield rate for each Bill; and
- the discounted proceeds amount for each 'discounted' Bill or the 'financing cost in advance' amount for any non-discounted Bill.

You agree that it is your responsibility to verify the details in the confirmation advices. You must contact ANZ as soon as reasonably practicable if you have any concerns.

You authorise ANZ without notice to You to:

- debit your account on or after the due dates together with interest later described:
 - (i) with an amount equal to the face value of any Bills accepted by ANZ even if they are still outstanding; and
 - (ii) with an amount equal to the face value of any Bills endorsed by ANZ which ANZ pays.

You will pay interest on all moneys which ANZ pays in respect of those Bills and which remain owing by You at the rate or rates, and in the manner applicable to the account to which they are debited. If those moneys cannot be debited to your account, then You will pay interest at the rate ANZ agrees with You or, in the absence of agreement, at a rate that ANZ determines, acting reasonably.

POWER OF ATTORNEY

1. This power of attorney applies to Bills which You require ANZ to draw pursuant to any Facility provided to You now or in the future by ANZ.
2. You now appoint those ANZ officers who are authorised by ANZ from time to time (the **authorised signatories**) to draw, present and sign Bills drawn in accordance with any Facility on your behalf under the hand or by facsimile signature of any two of the authorised signatories.
3. You indemnify the authorised signatories and each of them and ANZ against all reasonable costs, charges, expenses and losses which they or any of them or ANZ may reasonably incur in or in respect of the lawful execution of the powers now conferred upon the authorised signatories. However this indemnity does not apply to any costs, charges, expenses or losses to the extent that they arise from negligence, fraud, wilful misconduct or mistake by ANZ or its officers, employees, contractors or agents or any receiver appointed by ANZ or any authorised signatory.
4. You agree that You must not revoke this power of attorney unless by mutual agreement until each Facility provided by ANZ has been terminated in accordance with the terms of the Facility and all amounts outstanding by You to ANZ under every Facility has been paid in full.

CANCELLATION

This deed remains in force until:

- (a) each Facility provided by ANZ has been terminated in accordance with the terms of the Facility; and
- (b) You have paid all outstanding amounts owing to ANZ under each Facility including the face value of any outstanding Bills and the balance of any account which ANZ has debited in accordance with this document.

INTERPRETATION

In this deed:

ANZ means Australia and New Zealand Banking Group Limited
ABN 11 005 357 522.

Bills means any one or more bills of exchange drawn under any Facility.

Facility means any commercial bill acceptance, endorsement and/or discount facility provided by ANZ.

You means the person or entity described in the details on the first page of this deed.

This deed may only be amended by agreement in writing between You and ANZ. The singular includes the plural, and the plural, the singular where required.

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EXECUTED AS A DEED

If You are more than one person or entity, please print multiple copies of this execution page as required.

Signed, sealed and delivered by:

Print Name

Signature

in the presence of:

Signature of Witness*

Signature of Witness*

Address of Witness

Address of Witness

Occupation of Witness

Occupation of Witness

* When executed by individuals in the ACT, NT, Tasmania and Victoria, two witnesses are required. When executed by individuals in NSW, SA, WA and Qld, only one witness is required. The witnesses cannot be the customer or the attorney (i.e: You or an ANZ employee).

Executed by

Print Name*

in accordance with section 127 of the Corporations Act 2001:

Signature of Director

Signature of Director/Secretary

Name of Director

Name of Director/Secretary

*Note: If given by a company in its capacity of trustee, include the name of the trust (eg. ABC Company Pty Ltd as a trustee for the Smith Family Trust).

Executed by

Print Name*

in accordance with section 127 of the Corporations Act 2001:

Signature of Sole Director and Sole Company Secretary

Name of Sole Director and Sole Company Secretary

*Note: If given by a company in its capacity of trustee, include the name of the trust (eg. ABC Company Pty Ltd as a trustee for the Smith Family Trust).