

Date	<input type="text"/>	Branch Code	<input type="text"/>	Account Number	<input type="text"/>
CIF	<input type="text"/>	Account Name	<input type="text"/>		

Bred Bank (Fiji) Ltd (hereby referred to as “the Bank”) are hereby requested by the undersigned (hereafter referred to as “the Addressor”) to act on instructions received by facsimile, mail or email transmission subject to the terms hereof. In consideration thereof, the addressor agrees with the Bank as follows:

(1) All instructions received irrespective of the mode of communication used by the Addressor, are required to meet the following requirements imposed by the Bank:

The instruction must include the:

- Addressor Account Name & Number;
- Addressor signature(s) in accordance with the signatory authority on the account;
- Page numbers;

In addition for transaction instructions:

- Beneficiary Account Name & Number;
- Amount of transaction;
- Currency.

(2) The Addressor authorises and instructs the Bank to act on any instruction received without the need for further verification.

(3) Any instruction submitted by means of email will need to come from the following nominated email address:

.....

(4) The Bank, its correspondents and other financial institutions involved in processing Addressor’s instructions may rely on any information provided by the Addressor on the instruction and will not seek to confirm whether any account number specified corresponds with the name on the account. Neither the Bank nor its correspondent shall be held liable for any loss damage prejudice the Addressor may suffer in any transaction made on the authority of the instruction sent on the Addressor’s behalf.

(5) The Addressor acknowledges that instructions are subject to cut off times and may not be processed on the day they are received.

(6) The Addressor acknowledges that any instruction the Bank acts upon will be conclusively deemed to be valid instructions, whether or not authorised by the Addressor or whether or not accurately communicated and received. The Bank’s records will be conclusive evidence of the message.

(7) Any instruction in which the Addressor requests for the Bank to process a transaction will be irrevocable. Under certain circumstances to be exclusively determined by the Bank and without it being in any way liable however for any refusal, the Bank will, on a best effort basis, attempt to recall a wire payment upon the Addressor’s instructions. However, the Bank cannot guarantee return of funds to the Addressor. If the Bank is able to obtain a return of funds, the Bank will credit the Addressor’s account at the Bank’s quoted rate of exchange (where foreign currency exchange is requested by the Addressor on the date such credit is made).

(8) The Bank may, in its absolute discretion, decline or delay acting on any instruction for any reason, for example if the instruction appears to be incomplete, ambiguous or cannot be carried out due to insufficient funds or otherwise, or the lawfulness of any instruction given in any instruction or for any cause or reason not specified herein.

(9) The Bank may maintain a hold on the instruction, pending further enquiry to or confirmation by the Addressor however, the Bank will not be under any obligation to so defer in any case.

- (10) The Addressor acknowledges that some modes of communication mentioned in this Agreement may not be a secure method of delivery and that some risk may be involved in using such means, including but not limited to the risk of
- Instructions:
    - Being fraudulently or mistakenly written, signed, altered or sent;
    - Being intercepted, read or re-transmitted by an unauthorized third party;
    - Being lost, delivered late, or not received; and
    - Not being received in whole.
  - Harmful code being transmitted to the Addressor by Email, which may result in damage of the Addressors hardware or software.
- (11) The Addressor agrees to accept such risks associated with these modes of communication, thus releasing the Bank from any liability it may otherwise have had with regard to ensuring communications between it and the Addressor are secure.
- (12) Instructions must not be deemed as having been received by the Bank until such time as the Addressor receives return confirmation from the Bank by any mode of communication as deemed fit by the Bank, acknowledging receipt of the instruction.
- (13) The Addressor agrees to waiver the Bank's duty to keep confidential the content of any instruction received by email.
- (14) The Bank is not responsible for any delay, failure of performance, damage, penalty, cost, expense or inconvenience resulting to the Addressor or any other person from causes beyond the Bank's control. The Bank is not liable to the Addressor or any person for incorrect or improper payment to any person arising out of the processing of any transfer or for any omission or negligent act of any of the officers of the Bank.
- (15) The addressor agrees to pay the Bank's fees and to reimburse any deductions and for any withholding or other taxes, and for any interest and penalties that may be paid by the Bank in connection with any transactions. The Addressor acknowledges that other financial institutions may deduct a fee for processing remittances. The Addressor irrevocably authorises the Bank to deduct from any of the Addressor's account such amount paid.
- (16) The addressor agrees to indemnify and keep the Bank harmless from and against any and all charges, complaints, costs, damages, demands, expenses, liabilities, and losses which the Bank may incur, sustain or suffer, arising from or by reason of the Bank's acting, delaying in acting or declining to act upon any message received, in accordance with this Agreement, including without limitation legal fees and disbursements reasonably incurred by the Bank. This indemnity is in addition to any other indemnity provided by the Addressor to the Bank.
- (17) The Addressor agrees that use of this service will bind the Addressor legally and make the Addressor responsible to the same extent and effect as if the Addressor had given the original signed written instructions to the Bank.
- (18) This Agreement may be terminated by the Bank at any time by verbal or written notice to the Addressor effective upon delivery. The Addressor may terminate this Agreement at any time by notice in writing delivered to the Bank; such notice to be effective no later than five business days after delivery to the Bank, a letter sent to the address of the Addressor as given by him/her to the Bank shall be deemed to have been received by the Addressor 3 days after posting.
- (19) The undersigned hereby jointly and severally agree that the Bank may act on any instruction provided by either one of the undersigned and such instruction will be binding on the other without confirmation by the Bank. The undersigned jointly and severally agree to all the conditions outlined in this Agreement. The death or winding up of anyone of the undersigned will not invalidate this Agreement; this Agreement remains in effect until such time as notice of termination has been given in accordance with this Agreement.

Applicant Name	Signature	Date