INDEMNITY AUTHORITY FORMS FOR FACSIMILE, TELEPHONE AND EMAIL INSTRUCTIONS* OR PROVIDED OVER THE COUNTER FROM CUSTOMERS

TO:	**HFC Bank** (hereinafter referred to as "The Bank")	**BRANCH :**	

Account Number(s):	

FROM THE CUSTOMER

Name	:	
Address Residential/ Postal	:	
Telephone Number(s)	:	
Facsimile Number(s)	:	
Email Address	:	

Non-face-to-face customer instructions (including and not limited to customer instructions via Telephone, Facsimile, Email, postal etc.) are not permitted for Telegraphic Transfers, Drafts or any other cross border payment. This Indemnity Authority Form is only to be completed for domestic payments customer instruction.

THE CUSTOMER(S) AND HFC BANK BOTH JOINTLY AND SEVERALLY AGREE AS FOLLOWS:-

1.	**Requests:-** The Customer requests that The Bank at its sole discretion accepts and acts on any requests and/or instructions and/or notices with the following:- (a) Sent to The Bank by telephone (a "telex instruction") (b) Sent to The Bank by facsimile (a "facsimile instruction"); or (c) Sent to The Bank by email (an "email instruction"); or (d) Provided to The Bank in writing over the counter (an "over the counter instruction") The Bank will notify the Customer of the telephone numbers, facsimile numbers and email addresses the Customer must use to contact The Bank.
2.	**Customer Acknowledgement :-** The customer hereby acknowledges the following :- (a) The information sent by telephone, facsimile and/or email may not be secure; (b) The customer is aware of the risks involved in sending telephone, facsimile and/or email instructions and/or by giving over the counter instructions, inclusive of the risk that an Instruction may:- (i) Be incomplete, inaccurate, erroneous, fraudulent, unauthorized or otherwise not authentic; (ii) Not being received in whole and/or in part by The Bank; and (iii) Be legally invalid; and (c) The customer's requests The Bank to accept and act on any Instructions is for the Customer's Convenience and Benefit only. (d) Any instruction sent to The Bank by telephone, facsimile and/or email binds the customer to The Bank and such instructions act as evidence in connection with any transaction.
3.	**There's No Obligation to Accept Instructions: -** The Bank is under no obligation to accept an Instruction and may, in its sole and absolute discretion, may either accept and act upon or may decline to accept any instruction. The Bank may at its discretion decline to accept and act upon an Instruction if:- (a) It appears to The Bank that it has not been received in full; or (b) It is received on a day, or at a time, when The Bank is closed for business or public holiday; or (c) It is not clearly legible; or (d) The Bank suspects an instruction to have been compromised or originating from a fraudulent source.
4.	**No Further Instructions: -** At any time The Bank may notify the customers that it will not accept any instructions via telephone, facsimile, email and over the counter instructions. Such notice is effective upon its receipt.

5.	**Indemnity :-** The Customer agrees that :- (a) The Bank and its authorised representatives are not liable in any way for, and the Customer indemnifies The Bank, its employees, authorized representatives and agents against any claim, demand, lawsuit, liability, damage, cost or losses and any other expenses incidental hereto (including any and all legal expenses) arising whether directly or indirectly which may be sustained or incurred by The Bank its employees, authorized Representatives and agents as a result of:- (i) The Bank accepting and acting upon any Instructions as provided by the Customer provided that The Bank acts in good faith believing the instruction to be genuine; (ii) The invalidity or alleged invalidity of any Instructions or the transactions constituted thereby; (iii) The Bank declining to act upon or accept an instruction; (b) The Customer delaying the delivery of or failing to deliver a confirmation of any facsimile and/or telex instruction in accordance with clause below; (iv) Any conflict between the telephone, facsimile and email instruction and the confirmation shall be of delivered in accordance with clause 8(d); and/or (v) The entry into and performance of this Indemnity; (c) The Bank also notes that if this Indemnity is given by more than one person, they will all be jointly and severally liable for the whole amount of the Indemnity; (d) This Indemnity is not affected and/or terminated by The Bank as follows :- (i) Not receiving confirmation of an Instruction from the Customer before and/or after The Bank accepts and/or acts on it; or (ii) Giving notice to the Customer that it will not accept further Instructions or, for any reason, the customer stops sending facsimile, telephone, email and over the counter instructions; and (e) The Customer has voluntarily agreed to assume the risk of each of the matters covered by the Indemnity.
6.	**Authority to Debit :-** The Customer hereby authorises The Bank to deduct from any of the customer's accounts held with the Bank any sum of money that is :- (a) Payable by the customer in connection with a transaction carried out by the Bank in relying upon any Instruction; or (b) Payable to The Bank under this Indemnity. (c) Discharge instructions, restructure of securities instructions and any other documents provided however, original authority and instructions is to be provided by the Customer before forwarding of instructions to the conveyancing team on any securities) For all conveyancing matters The Bank will require original authorities which will be narrated to the customer without delays.
7.	**Legible and Typed Instructions:-** The customer must ensure that every instruction sent to The Bank is legible and is in a typed format and captures the particular transaction and is current at the time it is given in the Bank's Authorised Form. If an Instruction is sent and is accepted by The Bank that Instruction is subject to the terms and conditions on The Bank's Current Company Policy. At all particular times instructions are to be clear and must capture all the details. Bank's designed forms are available in the website and also available over the counter.
8.	**Procedure to be Followed: -** Both parties agree that:- (a) All instructions must be signed or duly executed by the Customer and/or by its authorised signatories (in accordance with the applicable Mandate for signing or under the common seal (under the companies act or decree and/or any amendments to the prescribed legislation thereto). (b) Any Instructions given in relation to a joint account must be signed by all of the joint account holders (or their authorised signatories). (c) Any Instructions given in relation to a credit facility must be signed by all persons named in the Letter of Offer to that facility (or their authorised signatories). Upon recipient of any facsimile or email instruction, the Bank will then contact the Customer therefore the Customer shall be required to provide their contact details on which they can be contacted during the normal business hours of the day. (d) The Customer will confirm every facsimile or email instruction by sending the original hard copy of that instruction to The Bank. The Bank may accept and act on a facsimile instruction prior to receiving written confirmation and that action remains valid even if confirmation is not received. However, for conveyancing instructions customers will need to provide all original authorities (e) The Customer agrees that in cases of Joint Custodian of Property Holders, it will provide proper authority and mandate for release of information or uplifting of any documents in relation to joint custodianship or custodianship in the form of facsimile and originals to be provided to The Bank without any delays. The authorities are subject to approvals by The Bank. (f) Any instruction received by The Bank from the Customer or any person authorised to act on behalf of the Customer, that differs from the telephone number(s), facsimile number(s) or email address provide above, will not be acted upon.
9.	**Interpretation : -** In this Indemnity, the following words have the following meanings:- **(a) Instruction** – a telephone instruction, facsimile instruction, an email instruction or an over the counter instruction **(b) Representatives** – directors, officers, employees, agents and correspondents. (c) The singular includes the plural and vice versa. (d) A referee to something being done by a party includes something being done on behalf of that party or by an agent or employee of that party.
10.	The Bank may connect telephone conversations to a voice recording system which The Bank is entitled to use as evidence in a Court of Law, in the event of a dispute.
11.	The Customer to **notify** The Bank in written in the event of any change to Customers telephone number(s), facsimile number(s) or email address and to complete a new Indemnity with the new changes.
12.	**Validity: -** This indemnity will remain valid and effective at all times notwithstanding the terms and conditions of any existing or future indemnity or other course of dealing between the parties. The customer further discharges The Bank from all and any liabilities arising from this Indemnity Authority whatsoever.
13.	**Authorities and Liabilities:-** The Customer agrees that once the debt is paid off and upon notification from his/ her/ their Account Controllers, the Customer will take all reasonable steps is assisting the Bank with formal discharge processes whatsoever.

This Indemnity is given at ....., Fiji, this..... Day of ....., 20.....

Important Notes:-

- Please write full name with family name first.
- All signatures must be witnessed.
- All partners or joint account holders must sign if a partnership or joint account.
- If the instruction in relation to a credit facility, this application must be signed by all persons named in the Letter of Offer applicable to that facility.
- If a company or other legal entity, execute under common seal and appropriate clause.

APPLICATION BY INDIVIDUAL

Customer name:		Customer name:	
Signature:		Signature:	
Date:		Date:	
Contact #:	*(preferred number(s) to call during normal business hours)*	Contact #:	*(preferred number(s) to call during normal business hours)*
Home:		Home:	
Work:		Work:	
Mobile:		Mobile:	
Witness name:		Witness Official Stamp:	
Date:			

Authorised Witness

- HFC Bank Branch Staff
- Commissioner of Oath
- Justice of Peace
- Barrister and Solicitor
- Notary Public
- Local District Officer or Provincial Administrator

Customer name:		Customer name:	
Signature:		Signature:	
Date:		Date:	
Contact #:	*(preferred number(s) to call during normal business hours)*	Contact #:	*(preferred number(s) to call during normal business hours)*
Home:		Home:	
Work:		Work:	
Mobile:		Mobile:	
Witness name:		Witness Official Stamp:	
Date:			

Authorised Witness

- HFC Bank Branch Staff
- Commissioner of Oath
- Justice of Peace
- Barrister and Solicitor
- Notary Public
- Local District Officer or Provincial Administrator

APPLICATION BY COMPANY

THE COMMON SEAL of .... was hereunto affixed in our presence and we certify that we are the proper officers of the said Company by whom and in presence the said seal is to be affixed to documents executed by the Company:-	]]]]]]]]]	(Seal Mandatory for Companies)

Director/Authorised Signatory/ Representative Name:		Director/Authorised Signatory/ Representative Name:	
Signature:		Signature:	
Date:		Date:	
Contact #:	*(preferred number(s) to call during normal business hours)*	Contact #:	*(preferred number(s) to call during normal business hours)*
Home:		Home:	
Work:		Work:	
Mobile:		Mobile:	

Director/Authorised Signatory/ Representative Name:		Director/Authorised Signatory/ Representative Name:	
Signature:		Signature:	
Date:		Date:	
Contact #:	*(preferred number(s) to call during normal business hours)*	Contact #:	*(preferred number(s) to call during normal business hours)*
Home:		Home:	
Work:		Work:	
Mobile:		Mobile:	

APPLICATION ON BEHALF OF PARTNERSHIP

Partner name:		Partner name:	
Signature:		Signature:	
Date:		Date:	
Contact #:	*(preferred number(s) to call during normal business hours)*	Contact #:	*(preferred number(s) to call during normal business hours)*
Home:		Home:	
Work:		Work:	
Mobile:		Mobile:	

Witness name:		Signature:	
Date:			

APPLICATION ON BEHALF OF OTHER LEGAL ENTITY

Legal Representative		Legal Representative	
Name:		Name:	
Signature:		Signature:	
Date:		Date:	
Contact #:	*(preferred number(s) to call during normal business hours)*	Contact #:	*(preferred number(s) to call during normal business hours)*
Home:		Home:	
Work:		Work:	
Mobile:		Mobile:	

Witness name:		Signature:	
Date:			

* Bank verifying officer will confirm the customer signature against signature specimen held prior to accepting the indemnity.

Date received:		**Branch Stamp**
Verifying Officer Name & Signature:		
Authorising Officer Name & Signature:		