

ATM NATIONAL Pty Ltd (ABN :91 970 293 116)

102 Pacific Parade, BILINGA Qld 4225. Ph (07) 55993755 Fax (07)55367376.

ATM Application Form

Business Name							
Company Name							
Site Address							
Postal Address							
Telephone		Fax					
Email		Mobile					
Time Business Operated by the Current Owners?							
ABN		A CN		No Of Directors			
Insurance Co Details							
Telephone		Fax					
Contact Name							
Bank	CBA. WPAC. NAB. StG. ANZ. Other _____						
Bank Account Name (In Full)							
Bank Address							
Acct No		BSB	-				
ATM Model Selected		Nano Cash 2000 / ECASH 2000 / 1800 CE					
ATM Rebate Per Transaction		From		To		\$ 0.	
		From		To		\$ 0.	
C/Card Enabled		Floor/Bench?	F	B	Floor Type	Conc Wood	
Customer Greeting							
Monthly Rental	\$	PLUS GST	Term (Months)				
Additional Information							
Switch: FDRA - Direct Charge \$							
- Trial							
- Placement							
- Sale							
1 st Dir Details (Full Name)							
Drivers Licence No		D.O.B					
Address							
Suburb		State		P/Code			
Home Ph Number		Mobile					

Statement.

I/We the undersigned confirm that the information supplied above is correct in every detail.

Signed		Signed	
Full Name		Full Name	
Date		Date	

Witnessed	
Full Name	
Date	

Accepted:
Signed:
Date:

Terms and Conditions –Location, Placement and Usage.

This agreement is made between
ATM National Pty Ltd (ABN 91 970 293 116)
(Hereafter referred to as “The Owner”)

And _____ ABN _____ (Hereafter referred to as “The Renter”)

On this date _____

1. INSTALLATION

- 1.1 The Owner wishes to install an ATM (“Automatic Teller Machine”) on the premises listed on the “Customer ATM Application Form” (attached) with the consent of The Renter based on the rental and rebate amounts agreed and duly signed for on the same.
- 1.2 The Owner will install the ATM on the premises as directed by The Renter at no cost. **The Renter agrees to provide a dedicated, double, 240-volt power outlet, within one metre of the proposed installation location. The Renter will arrange for the connection of a Standard Telephone Line and the Owner will refund the Renter the cost of this installation to a maximum of \$200.00.** Payment of this refund will be made after installation and after evidence of Telephone Line installation cost has been produced (i.e. a copy of a telephone bill etc) The Renter will pay for any additional upgrades (above \$200.00) to the existing telephone system (if required)
- 1.3 The Renter agrees to provide adequate space around the ATM in order to ensure that
 - a) The ATM is prominent
 - b) Cash Replenishment/Maintenance & Servicing can be easily performed
 - c) Cardholders have easy access.
 - d) The ATM is clear of hazards and will not suffer any damage as a result of its placement in that location.
- 1.6 The Renter agrees to bear the cost of any subsequent relocation of the ATM either on the same premises or another location and agrees to give a minimum of one month’s written notice of their wish to relocate the ATM. The Owner will quote The Renter on receipt of notice the cost of relocation.
- 1.7 The Owner will provide adequate promotional signage in order to advertise the availability of the ATM
- 1.8 The Owner will provide adequate Staff Training, Instructional Literature and initial stationary supplies in order for the ATM to be operated by The Renter after installation
- 1.9 The Owner will install an ATM usually between 6-8 weeks after a successful application – subject to a standard PSTN telephone line being successfully installed. (See Para 5.6)

2. EXCLUSIVITY

- 2.1 The Renter shall not permit the installation of another ATM on the premises or its boundaries nor shall they permit the ATM removed or tampered by any person other than The Owner or its authorised agent.

3. PROPERTY RIGHTS AND RESPONSIBILITIES.

- 3.1 The Renter acknowledges and affirms that the ATM remains the property of The Owner at all times. Any cash contained in the ATM is the property of the Renter (or the appointed agent of the Renter) and are the sole responsibility of the Renter.
- 3.2 The Renter agrees to keep sufficient cash amounts in the ATM so that it is available for use during the normal operating hours of the business.
- 3.3 The Renter agrees to inform The Owner within 24 hours if for any reason:
 - a) The ATM is non operational
 - b) The Renter is unable to load the ATM with cash.
- 3.4 The Owner may schedule sufficient “down time” in order to allow for maintenance or repair of the ATM.
- 3.5 The Owner will to the best of its efforts ensure that the ATM supplied is of sufficient reliability to offer an uninterrupted service.
- 3.6 The Renter will at all times ensure that its employees or clients will not damage, deface or vandalise the ATM, and will not allow interference with the ATMs systems, functions or processes.
- 3.7 The Renter acknowledges that permission/consent has been given by the landlord or owner of the property to install an ATM on the premises.

4. INSURANCES

- 4.1 The Renter will arrange for Insurance to cover the amount of cash stored within the ATM.
- 4.2 The Renter will arrange for Insurance to cover the replacement cost of the ATM supplied in case of accidental damage (flood fire etc) or intentional damage (vandalism etc)

5 INDEMNITIES.

- 5.1 The Renter indemnifies The Owner and keeps the owner indemnified against any and all matters concerned with a breach of any obligations outlined in this agreement or any relevant legislation or codes of conduct pertaining to this matter.
- 5.2 The Renter indemnifies The Owner against any claim made by The Renters employees from loss injury or damage suffers as a result of the ATM being installed or operated whether such compensation is made under the provisions to any workers compensation act or any other legislation.
- 5.3 The Renter indemnifies The Owner against any claim for loss or damage incurred by any person as a result of negligence by The Renter or their employees.
- 5.4 The Renter indemnifies The Owner against any claim for losses incurred by The Renter as a result of equipment failure, telephonic communication breakdown or disputed fund clearances between The Renter and any financial institution.
- 5.5 The Renter acknowledges that no claim or recourse can be made against The Owner if The Renter suffers a loss as a result of any error or discrepancy on,
 - a) The amount of cash dispensed.
 - b) The amount paid to The Renter by the clearing bank
 - c) Any Direct Debiting from The Renters bank account.
 - d) Any disputed monies between The Renter, Bank or any other financial institution.
- 5.6 The Renter hereby indemnifies the Owner against any losses etc incurred as a result of delays in installation caused by the telephone line not being installed within the normal period (6-8 weeks). Furthermore the Renter cannot cancel any agreements due to such delays.

6. MAINTENANCE/REPAIR

- 6.1 The owner will arrange for routine maintenance of the ATM and will bear the cost of any servicing or repairs required for the term of this agreement as detailed on the "Customer ATM Application Form"
- 6.2 The Renter will bear the cost of any repairs if they are a result (either directly or indirectly) of negligence or any act committed by The Renter, its employees or clients.
- 6.3 The Owner reserves the right to deduct any monies owed by The Renter as a result of maintenance or repairs undertaken as a result of a negligent act as described in clause 6.2.
- 6.4 The Renter will not permit any person(s) (other than those persons authorised by The Owner) to perform service on, tamper with, dismantle, move or otherwise deal with the ATM.
- 6.5 The Renter agrees to allow reasonable access for The Owner or its agents to inspect the equipment or perform maintenance and repairs.
- 6.6 The Renter agrees to replace the paper in the ATM when required and correct any paper mis-feeds or jams.
- 6.7 The Renter agrees to keep the exterior of the ATM clean and keep the space surrounding the ATM in good order.

7. DATA PROCESSING SERVICES

- 7.1 The Owner, for as long as the ATM is in location that shall direct all data traffic to a processor of The Owners choice. This Data Processing shall direct where The Renters data traffic is routed and which financial institution deposits funds into the Renters Bank Account.
- 7.2 The Owner reserves the right, for as long as the ATM is in location, to introduce surcharging on transactions that will be borne to the end user.

8. TRANSACTION REBATES.

- 8.1 The Owner (or its agents) will pay The Renter a transaction rebate for every successful cash withdrawal from the clients' bank account on the ATM supplied.
- 8.2 The amount of Transaction Rebate is determined by the agreed contracted levels as detailed and agreed upon in the document "Customer ATM Application Form" (attached)
- 8.3 The Transaction Rebate will be deposited into The Renters Account on a monthly basis.

9. RENTAL PAYMENTS

- 9.1 The Renter acknowledges and affirms that a Rental Payment will be deducted (by direct debit) from their nominated Bank Account for the term agreed on the "Customer ATM Application Form" and for the \$amount detailed on the same
- 9.2 The Renter acknowledges and affirms that this rental payment must not be cancelled or altered (unless by consent of The Owner) for the period of the Rental Agreement as detailed on the "Customer ATM Application Form".
The Renter will also ensure that sufficient funds are always available in the nominated account to cover this regular payment.
- 9.3 The Owner reserves the right to deduct any monies owed by The Renter as a result of non payments of monies as outlined in clause 9.2

10. THIRD PARTY AGREEMENTS

- 10.1 The Renter acknowledges and affirms that he/she will be bound by the terms of any agreements (attached) presented to and duly signed by The Renter. These agreements may include a Bank Switching Agreement, a Rental Agreement or any other documents required for the installation or operation of an ATM.

11. TERM.

- 11.1 The term of this agreement is defined on the "Customer ATM Application Form" and shall commence on the date of the installation and commission of the ATM
- 11.2 The Renter cannot terminate this agreement unless by consent of The Owner.
- 11.3 The Renter shall not attempt to sell, mortgage or list the ATM as a fixed asset in The Renters business valuation.

12. CONTROLLING LAW

- 12.1 This Agreement shall be constituted, interpreted and enforced in accordance with the laws of the State of New South Wales.

13. GST.

- 13.1 The Renter is liable to pay any GST due as a result of any goods or services supplied by The Owner or its agents

14. SET OFF.

- 14.1 The Owner reserves the right to set off any amounts owed to the Renter against any monies owed by The Renter to The Owner or its Agents.

15. DOCUMENTATION & DISCLOSURE.

- 15.1 The Renter Acknowledges and affirms that he/she has been presented with all relevant documents, including this one, has signed and that he/she fully understands all terms and conditions listed therein

These documents are:

- a) The Rental and Rebate agreement titled on the "Customer ATM Application Form" *(Please tick and initial)*
- b) An Agreement from the nominated Clearing Bank *(Please tick and initial)*

- 15.2 The Renter agrees that all information supplied is true and correct *(Please tick and initial)*

Signed on behalf of	
Signature	
Full Name	
Title/Position	
Date	- / /20

Signed on behalf of	ATM National Pty Ltd
Signature	
Full Name	
Title/Position	
Date	- / /20