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| These "Terms and Conditions" apply to and regulate the provision of services to be offered by HDFC Bank Limited ("HDFC Bank") for cash/cheque pick up and delivery of cash ("Services"). | |
| 21.1 | In these terms and conditions, the following words and phrases have the meaning stated hereunder unless indicated otherwise: |
| 21.1.1 | "Account" refers to the savings / current / operative account of the Account holder with HDFC Bank in India, which is designated as eligible account by HDFC Bank for the "Services". |
| 21.1.2 | "Customer" refers to an individual / entity having an account with HDFC Bank and requesting for availing the Services for which request has been accepted by HDFC Bank. |
| 21.1.3 | "HDFC Bank" refers to HDFC Bank Limited, a company incorporated under the Companies Act, 1956 and licensed as a bank under the Banking Regulation Act, 1949 and having its registered office at HDFC Bank, Bank House, Senapati Bapat Marg, Lower Parel, Mumbai - 400013. |
| 21.1.4 | "Instruction" refers to the requests made by the Customer for availing the services from HDFC Bank. |
| 21.1.5 | "Services" shall mean the cash / Instrument pick up and delivery of cash, as per the "Process Guidelines" attached. |
| 21.2 | The Bank has appointed independent agencies (“Agencies”) to carry out the Services. The Customer agrees and undertakes to pay to HDFC Bank such charges as may be notified to the Customer by HDFC Bank for organizing the Services. The Customer further agrees and confirms that the acknowledgement to be furnished by the Customer on the courier sheet would be a final and binding acknowledgement and confirmation of receipt of cash by the Customer. |
| 21.3 | The Customer agrees and undertakes to duly comply with its obligations in terms of the Process Guidelines as detailed in letter of acceptance sent to HDFC Bank, and to duly remit the payments for the Services as detailed in letter of acceptance. |
| 21.4 | The limit for cash pick up / delivery shall be determined at the sole discretion of HDFC Bank and the bank will have the right to change the limit from time to time without assigning any reason thereof. Customer shall be solely responsible and liable for complying with all applicable laws and regulations relating to the Services and shall keep and continue to keep HDFC Bank fully absolved and indemnified with respect to any violation or failure to adhere to any such laws and regulations. HDFC Bank at its sole discretion and without assigning any reasons, reserves its right to offer and or withdraw the Services either in partially or completely. |
| 21.5 | The Customer confirms that the cash/cheques deposited/withdrawn from time to time is lawfully collected/required or is in the Customer’s possession or custody through or in the course of the Customer’s regular and usual business and agrees to keep HDFC Bank, its successors and assigns indemnified at all times from and against all the claims, losses, damages, costs, liabilities, actions, suits, proceedings and other consequences including but not limited to non compliance of regulatory provisions, evasion or non payment of any taxes or other statutory dues or by reason of HDFC Bank arranging for providing of the Services. |
| 21.6 | HDFC Bank shall not be liable for any inaccuracy, error or delay in, or omission of, any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non-performance due either to any act or omission by HDFC Bank due to “force majeure” (e.g., flood, extraordinary weather condition, earthquake or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power failure, equipment or software malfunction) or any other cause beyond the reasonable control of HDFC Bank, and in case of tampering and unauthorised access to providing of Instruction, Instructions that are fraudulently or mistakenly written, altered or sent, and that the Instruction may not be received in whole or in part by the intended recipient. |
| 21.7 | The Customer hereby authorizes HDFC Bank to charge the account held with HDFC Bank with any sum of money that is payable by the Customer, if any, in connection with a transaction carried out by HDFC Bank including bank charges for such transactions and the shortages if any, notwithstanding any other requirement contained in any law and practice including but not limited to Negotiable Instrument Act, 1881. |
| 21.8 | The Customer hereby indemnifies and agrees to keep HDFC Bank indemnified against all and any costs, losses, damages, expenses (including all legal expenses on a full indemnity basis) or other liability sustained or incurred by HDFC Bank as a result of HDFC Bank accepting and acting on an Instruction given or deemed to have been given or purportedly given by the customer, including but not limited to the Customer handing over self/ bearer cheques to the agency appointed by HDFC Bank in lieu of the cash delivered to the Customer premises without ensuring that the "Paid" stamp of the cash delivery agency is affixed on the cheque in the Customer's presence. |
| 21.9 | Under no circumstances, shall HDFC Bank, its employees, directors involved in creating, producing, delivering or managing the cash/cheque collection and delivery services be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary (including, but not limited to loss of profits, loss of data or other intangible information, business interruption, loss of privacy, or any pecuniary loss), arising out of or in any way connected with the provision of cash/cheque pick-up and delivery services or resulting from unauthorized access or alteration of Facsimile Instruction or arising from interruption, suspension or termination of the cash/cheque collection and delivery services or any inability of HDFC Bank to receive instructions, directions, orders or other communications from the Customer or to transmit any related message for any reason whatsoever, whether based on contract, tort, strict liability or otherwise except in case of willful default or gross negligence on the part of HDFC Bank. |
| 21.10 | The Customer agrees to comply with such security procedure as may be prescribed by HDFC Bank from time to time for purpose of sending Instructions. The customer will be solely responsible for any consequences in case there are any lapses in the adherence of the laid down processes.   1. The Customer undertakes not to disclose the security procedure to any person except to the Customer's authorised representatives. 2. If the Customer or one of the Customer's authorised representatives is of the opinion or has reason to believe that the authentication procedure may be known by an unauthorised person, the Customer must notify HDFC Bank immediately. 3. For cheque pick up; only account payee cheques will be handed over to the agency |
| 21.11 | All disputes if any will be subject only to the exclusive jurisdiction of the competent courts at Mumbai irrespective of the location where the services are offered. |
| 21.12 | The above terms and conditions are in addition to the HDFC Bank's standard terms and conditions applicable to HDFC Bank accounts. In case of any inconsistency between the terms and conditions governing the Service and the standard terms and conditions applicable to HDFC Bank accounts this document shall prevail in relation to any transaction initiated under the Services. |
| 21.13 | The Bank will be responsible for the acts of omission and commission of the Agencies. However, this agreement does not entail any legal or financial liability on the bank for failure to offer doorstep services under circumstances beyond its control. |
| 21.14 | Customer shall execute a fax indemnity indemnifying HDFC Bank in respect of facsimile instructions sent. |
| 21.15 | At anytime, HDFC Bank may give 3 days prior notice to the Customer, in such manner as it may deem fit, that it shall not accept further Instructions and that notice shall be deemed to be effective against the Customer on receipt of the same. A Customer will be deemed to have received the same immediately in case HDFC Bank sends the notice through facsimile or after two (2) days in case the notice is sent by post/courier. |
| 21.16 | The Bank reserves the right to appoint any other Agency to provide the services to the customer, and change the branch (Nodal Branch) for deposit of cash, and / or revise the timings for cash pickup / delivery from time to time. |
| 21.17 | At anytime, HDFC Bank may give 30 days prior notice to the Customer, in such manner as it may deem fit, for any changes in the tariffs / service charges related to the services defined in this document. A Customer will be deemed to have received the same immediately in case HDFC Bank sends the notice through facsimile or after two (2) days in case the notice is sent by post/courier. |
| 21.18 | These "Services" are a mere extension of Banking Services offered at the branch & are being provided at the sole discretion of HDFC Bank & does not provide any right to the customer to claim the services at his doorstep. |