



**TIP** Friendly Society

# TIP Friendly Society

## Authority & Indemnity

For Electronic Mail, Internet, Verbal and/or All Other Third Party Instructions

**THIS DEED OF AUTHORITY AND INDEMNITY** is made the \_\_\_\_\_ day \_\_\_\_\_

20 \_\_\_\_\_, **BETWEEN** \_\_\_\_\_ in the parish of \_\_\_\_\_

(hereinafter called "the Member"), and **TIP Friendly Society**, with registered office situated at "80 Half Way Tree Road, Kingston 10, in the parish of Saint Andrew, (hereinafter called "**the Society**").

### WHEREAS:

The Member has requested that **the Society** honour his/her instructions sent by means of electronic mail, internet, verbal and/or other third party instructions to **the Society** from time to time in relation to any and all of the Member's existing accounts, facilities and other arrangements with **the Society** and any accounts, facilities and other arrangements which the Member may now or in the future have with **the Society** (instructions sent by such transmissions being hereinafter referred to as "electronic mail, internet, verbal and/or third party instructions").

**IN CONSIDERATION** of **the Society** agreeing to accept electronic mail, internet, verbal and/or third party instructions from the Member as aforesaid, the Member agrees:

1. that **the Society** may act on any electronic mail, internet, verbal and/or third party instructions given by the Member from time to time, without requiring confirmation bearing actual signatures in the cases of electronic mail, internet, verbal and/or third party instructions, and the Member voluntarily and with full knowledge takes and assumes any and all risks, associated therewith;
2. that it is understood at all times that the ability of **the Society** to act on electronic mail, internet, verbal and/or third party instructions depends upon the normal functioning of the various electronic communication equipment utilised by **the Society** which may involve third party support equipment. **The Society** shall be under no obligation to maintain any facility or equipment for the receipt of electronic instructions and the member shall not hold **the Society** liable for any loss consequent on the non-availability of such facility or equipment;
3. that it is understood that **the Society** will not be held responsible any delay in acting on instructions or any consequences thereof;
4. that once electronic mail, internet, verbal and/or third party instructions have been sent to **the Society** purportedly by the Member (or by any of the Members, if more than one) authorised from time to time to sign in accordance with the mandate or other valid instructions from the Member to **the Society**, **the Society** shall have no obligation to check or verify the authenticity or accuracy of such electronic mail, internet, verbal and/or third party instructions purporting to have been sent by the Member (regardless of whether **the Society** may have, or may in the future, choose to so check or verify) and may act thereon as if same had been duly given by the Member.
5. that in acting on electronic mail, internet, verbal and/or third party instructions **the Society** shall be deemed to have acted properly and to have fully performed all obligations owed to the Member, notwithstanding that such electronic mail, internet, verbal and/or third party instructions may have been initiated, sent or otherwise communicated in error or fraudulently, and the Member shall be bound by such electronic mail, internet, verbal and/or third party instructions on which **the Society** may act if **the Society** has in good faith acted in the belief that such electronic mail, internet, verbal and/or third party instructions were given by the Member;
6. that the Member shall not provide **the Society** with written instructions bearing original signature(s) where prior instructions to effect the same transaction have been sent to **the Society** by electronic

mail, internet, verbal and/or third party instructions. The member acknowledges that where electronic mail, internet, verbal and/or third party instructions are followed by subsequent written instructions bearing original signature(s) contrary to the above, this may lead to **the Society** giving effect to these instructions more than once.

The Member acknowledges that in such event he/she shall bear the risk of such duplication occurring and shall indemnify and hold **the Society** harmless against all losses, liabilities, claims or damages which may arise as a result of **the Society** acting more than once on such duplicated instructions;

7. that **the Society** may, in its absolute discretion, decline to act on or in accordance with the whole or any part of electronic mail, internet, verbal and/or third party instructions pending further enquiry to or further confirmation (whether written or otherwise) by the Member, so however that **the Society** shall not be under any obligation to so decline in any case, and **the Society** shall in no event or circumstances be liable in any respect for not so declining;
8. to release **the Society** from and indemnify **the Society**, its employees and agents harmless upon demand from and against all claims, liabilities, losses, damages, costs, charges, counsels fees and expenses howsoever arising in consequence of, or in any way related to, **the Society** having acted in accordance with the whole or any part of any electronic mail, internet, verbal and/or third party instructions or having exercised (or failed to exercise) the discretion conferred upon **the Society** in Clause 5 above; and
9. that irrespective of the place of origin of the electronic mail, internet, verbal and/or third party instructions the indemnity given above covers all existing and future accounts of the member and shall be governed by and construed in accordance with the laws of Jamaica.

Dated this .....day of .....20 .....

EXECUTED AS A DEED BY:

\_\_\_\_\_  
Member's Name

\_\_\_\_\_  
Member's TRN Number

\_\_\_\_\_  
Maiden Name (if applicable)

\_\_\_\_\_  
Member's TIP Account Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Contact Number

Member's Signature \_\_\_\_\_

In the presence of

\_\_\_\_\_  
Print Name of Witness – JP / Notary Public

\_\_\_\_\_  
Signature of Witness – JP / Notary Public

**FOR THE SOCIETY USE ONLY**  
Authenticated by  
\_\_\_\_\_  
Authorized Signatory & Date