

Travelex Global and Financial Services Ltd Standard Terms and Conditions

1. This Is What We Mean By The Following Terms

"Conditions" means the way of doing business as set out in this document;

"Confirmation" means the document containing our understanding of Your instructions which We will send You each time You send a Request to Us;

"Request" means a request from You for the provision of Services by Us;

"Services" means the making of foreign currency payments by wire or draft, entering into forward contracts by Us in accordance with the Confirmation;

"Us", "We" and "Our" means Travelex Global and Financial Services Limited and, where the context requires, any related corporate body;

"Writing" includes letters and facsimile transmission, (excluding, for the avoidance of doubt, telephone conversations and electronic mail);

"You" and "Your" means you, our customer, identified on the Application Form on the front page of this document.

2. Doing Business With Us: the basis of Your contract with Us

2.1 You can make a Request by telephone, facsimile or letter.

2.2 You must ensure that the correct beneficiary details and payment delivery instructions are given to Us otherwise there may be delay in the beneficiary receiving payment. We will do everything We reasonably can to rectify any errors, but We cannot be liable for any loss or damage caused by errors or inaccuracies in Your Request.

2.3 We realise that sometimes Requests by letter or facsimile may be difficult to read or Requests made by telephone may be difficult to hear. Therefore We shall issue a Confirmation in Writing to You setting out all relevant details of the instruction as understood by Us in relation to each Request made by letter, facsimile or telephone received from You.

2.4 The Confirmation is an important document and You are required to check the Confirmation at the time of receipt and give immediate notice by way of facsimile or telephone call to Us if You consider that any details advised in the Confirmation are incorrect. Unless We receive from You a notification of errors or omissions in accordance with this Condition, We shall proceed on the basis that the Confirmation is correct in all respects.

2.4.1 If We receive such a notice, We will re-check the details of the Confirmation against the record of the relevant telephone or other communication by which the particular Request was made. We will inform You of the result and, upon request make available to You copies of Our records of such telephone conversation and/or other communication.

2.4.2 If Our re-check shows that the Confirmation is in accordance with the record of the relevant telephone or other communication by which the particular Request was made, We reserve the right to proceed to provide the Services specified in the Confirmation. However, whilst we will use our reasonable endeavours to provide you with an amended Confirmation should you so require, We cannot guarantee that the original commercial conditions can be maintained and any additional cost will be borne by You.

2.4.3 If Our re-check shows that the Confirmation is not in accordance with the record of the relevant telephone or other communication by which the particular Request was made, then We undertake to issue You with an amended Confirmation as soon as practicable.

2.4.4 In view of the above, Your attention is drawn to the fact that all telephone calls with Our customers are recorded. This is to protect both Your and Our interests in the unlikely event of a dispute.

2.5 If the Confirmation is not received by You within three (3) business days of the particular Request, then You are required and undertake to inform us of non-receipt immediately by telephone.

2.6 You should check the details shown in Our Confirmation immediately on receipt. By making payment to Us You are acknowledging that We have correctly understood Your Request as shown in the Confirmation. A Contract will be formed between You and Us upon our despatch of a Confirmation.

2.6.1 The Confirmation will show any value date which we have agreed between us unless at the time of issuing the Confirmation no value date has been agreed, in which case You undertake to provide Us with written notice of the required value date at least three working days in advance of the required value date. Unless you give us such notice then we shall not be obliged to meet and shall incur no liability to you for failing to meet the required value date. Your attention is drawn to Condition 5.2.4 below, which entitles Us to cancel any Request in these circumstances. If We nonetheless choose to proceed with the Service and We consider that We may be unable to meet the required value date then We will notify You as soon as practicable.

2.7 The contract between You and Us will be governed by these Conditions (or these Conditions as modified and accepted by You under Conditions 13.3 and 13.4 below) and the Services which We provide to You will be on the basis of the details set out in the Confirmation which We send to You. The Conditions and the Confirmation will together constitute the entire agreement between You and Us.

3. There May Be Times When We Cannot Accept A Request

3.1 We shall not be obliged to accept any Request by You if:

3.1.1 You are in default under these Conditions or any other terms, agreement or arrangement with Us;

3.1.2 to accept and/or carry out any such Request would be unlawful, illegal, would contravene the requirements of any regulatory authority or involve Us in onerous costs or expenses;

3.1.3 You are declared bankrupt or You enter into a scheme of arrangement with your creditors;

3.1.4 We are hindered or prevented by an event or circumstances outside our control from accepting such Request.

3.2 If We decide under Condition 3.1 not to accept any Request We shall inform You as soon as possible.

4. Payment To Us For Services/Provision of funds to be transferred

4.1 You agree to pay to Us all amounts required to be paid by You consequent upon a Request within 2 business days of the time that You transmit a Request to Us under Condition 2 (or earlier as may be agreed between us), such payment to be made in accordance with Condition 4.2.

4.2 Unless otherwise agreed You must deliver freely transferable cleared funds to our designated bank account by such means as we agree or specify from time to time before We make any payments on Your behalf.

4.3 If such funds are not received, We may be delayed in carrying out the Services and there may be delay in Your beneficiary receiving

payment. In this event We shall not be liable for any losses, costs, charges or expenses incurred by You or Your beneficiary because We were unable to meet the value date agreed (as set out in the Confirmation or otherwise agreed between You and Us in accordance with Condition 2.6.1 above) which was predicated on our receiving cleared funds in accordance with these Terms and Conditions.

4.4 Your attention is drawn to Condition 5.2.1 below whereby we may cancel the Contract between Us in the event of non receipt of transfer funds/sums due to us from You.

4.5 Any Payments by You to Us which remain outstanding following the due date for payment may (without prejudice to our other rights and without implying any obligation on Us to extend credit) bear interest at the rate of 2 per cent above the base rate from time to time of Barclays Bank PLC, calculated daily, should We suffer a loss or prejudice as a result thereof.

We reserve the right to charge interest at the rate of 2% above the base rate from time to time of Barclays Bank PLC calculated daily, in the event that We suffer a loss or other prejudice as a result of any payment by You to Us remaining outstanding after the due date for payment.

5. Cancellation

5.1 Cancellation by You

5.1.1 In the event that You cancel any Request (which You may only do with Our prior written consent) prior to Us making payment thereunder; then, We may cancel any arrangements which We have made in connection with Your Request and You must indemnify Us in full against all losses, costs, damages, charges and expenses reasonably incurred by Us as a result of any such arrangements, default or cancellation.

5.2 Cancellation by Us

We shall be entitled to cancel and not fulfil any Request, irrespective of whether a Confirmation has been issued or funds received by Us in any of the following circumstances:

5.2.1 You are in default under these Conditions or any other terms, agreement or arrangement with Us, including but not limited to the non receipt of transfer funds/sums due to Us from You;

5.2.2 to accept and/or carry out any such Request would be unlawful, illegal, would contravene the requirements of any regulatory authority or involve Us in onerous costs or expenses;

5.2.3 You are declared bankrupt or You enter into a scheme of arrangement with your creditors;

5.2.4 You fail to inform us of the required value date in accordance with Condition 2.6.1 above;

5.2.5 We are hindered or prevented by an event or circumstances outside our reasonable control from carrying out such Request;

5.3 If We decide under Condition 5.2 to cancel any Request duly accepted We shall inform You as soon as possible.

6. Forward Exchange Contracts

6.1 We will enter into a forward exchange contract on Your Request provided that Your Request is accompanied by an advance payment which is equivalent to 10% of the face value of the Request. You agree to perform the contract so entered into in accordance with the terms contained in the Confirmation.

6.2 We shall be obliged to complete any forward exchange contract only after receiving the balance of the sums due from You as described in Conditions 4.2 and 4.3. This may mean that We do not make payment on the same day as You pay Us.

6.3 We shall be entitled to request from You further advance payments at any time prior to the payment date.

6.4 If You default on Your obligations described in this Condition 6, You shall fully indemnify Us against any losses, costs, charges or expenses which We may reasonably incur including those associated with closing out or unwinding any currency contract We may have entered into with other persons. In this event, We may set off Your advance payment against Your liability to Us. We will return to You the balance (if any) of Your advance payment.

7. Indemnity In Respect Of Drafts

7.1 In the event that a draft issued by Us on Your instructions is not received by the payee named by You for any reason whatsoever, including but not limited to loss, theft or destruction of the said draft, You agree to notify Us promptly of the non-receipt of the draft by the payee.

7.2 Upon Our being notified by You of non-receipt of a draft under Condition 7.1 above, We will use our best endeavours to place a stop on the said draft as soon as reasonably practicable, however We shall have no liability to You for any delay or failure to place a stop provided we have used our best endeavours to place a stop on the said draft.

7.3 We agree to issue a replacement draft or a refund to You at an exchange rate deemed appropriate by Us, provided always that We are first able to place a stop on the draft in question. You agree to indemnify Us and hold Us harmless from and against any and all losses, costs, claims, damages and expenses incurred by or brought against Us as a result of Our placing a stop on the said original draft and subsequently issuing a replacement or refund therefor.

7.4 In the event that the original draft comes into possession of either You or the payee at any time after a stop has been placed on it, You hereby undertake to ensure that no attempt is made to encash the draft and that it is returned to Us at the earliest opportunity and, pending its receipt by Us, is held in trust on Our behalf.

7.5 We shall be under no obligation to issue a replacement or refund where it is established by Us that the original draft has been encashed before a stop can be placed on it.

7.6 In the event that it is established that the original draft has been encashed before a stop can be placed on it, We may, but only in circumstances where (i) you have notified us as soon as you became aware of the non receipt of the draft, and (ii) you prove to our reasonable satisfaction that the loss, theft or destruction of the draft was in no way due to your negligence or want of care in despatching or otherwise dealing with the draft, issue a replacement draft or refund to You at an exchange rate deemed appropriate by Us. In consideration of Our so doing, You hereby agree to reimburse Us with the value of the draft in the event that We are unable to obtain reimbursement of the value of the draft from any Bank involved in the clearing/paying of the draft. No replacement or refund will be made in the event that it is established that the draft has been encashed by You, the payee or anyone known to You or payee. If it is established that the draft has been encashed by You, the payee or anyone known to You or payee after we have replaced the draft or issued You with a refund, then we shall be entitled forthwith, at your expense, to stop the said draft and any sum refunded to You becomes immediately repayable to Us.

8. Indemnity And Limitation Of Liability

8.1 You agree to indemnify Us fully against all losses, damages, costs and expenses awarded against or incurred by Us in relation to any Request made by You, save where the same results directly from Our

negligence or breach of Our contractual obligations to You.

8.2 Except as expressly provided in these Conditions all warranties, representations, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.3 To the fullest extent permitted by law We shall not be liable to You for any indirect, special, incidental or consequential loss or damage (whether for loss of profit, goodwill, business or otherwise), costs, expenses (including, without limitation, legal fees) or other claims for consequential compensation whatsoever (and whether caused by the negligence of Us, our employees, agents or otherwise) which arise out of or in connection with any Request pursuant to these Conditions. We also have no liability to You for failing to take action in circumstances permitted by these Conditions.

8.4 To the fullest extent permitted by law, We shall not be liable for any claims asserted against You by any third party, save where the same results directly from Our negligence or breach of Our contractual obligations to You.

8.5 You acknowledge that the transmission of Requests are at Your risk. We are entitled to act in accordance with Requests in the format and content in which We receive them.

8.6 We shall not be liable to You or deemed to be in breach of contract by reason of any delay or failure in performing any Request duly accepted if (i) the delay or failure was due to any cause beyond Our reasonable control of which we were unaware when such Request was accepted by Us and/or (ii) the delay or failure was due to one of the circumstances set out at Conditions 5.2.1 – 5.2.4 above.

9. Representations And Warranties

9.1 In completing the Application Form on the front page of this document and in making Your Request, you warrant to Us that:

9.1.1 You have authority to make this application to Us for the use of the Services and to make Requests;

9.1.2 Requests by You pursuant to these Conditions to Us will be binding upon You and enforceable against You (subject to applicable principles of equity) and do not and will not violate the terms of any agreements to which You are bound;

9.1.3 You have all requisite authorisations and approvals to make any payments set out in any Request as principal;

9.1.4 Any Request made by You is in relation to Your genuine payment liabilities and is not being made for speculative reasons.

10. Compliance With Anti-Money Laundering And Exchange Control Regulations

10.1 You undertake that You will observe all Anti-Money Laundering and Exchange Control laws and regulations in relation to any Request and will use all reasonable endeavours to assist Us to do likewise. In particular, You warrant that the information given in your Application Form and in the Request is accurate and that the transfer of said funds will not constitute a breach of any Anti-Money Laundering and Exchange Control laws and regulations.

10.2 Sometimes legal or regulatory authorities require additional information, either in respect of organisations or particular transactions. You agree to supply all such information, which any legal or regulatory authority may require and/or which We may be required to supply at any time in relation to You and/or any Request.

10.3 If You breach any such laws or regulations You irrevocably agree that We may retain any moneys or funds transmitted to Us pursuant to these Conditions and/or not fulfil any Request if We are required to do so by any legal or regulatory authority and such moneys shall not bear interest against Us.

11. Data Protection

11.1 We are registered under the Data Protection Act ("the Act"). We or our agents may hold on computer or as a manual record the personal information or data which you provided in connection with Your Request, for the purpose of processing the transaction or entering into or performing the contract between us. In the fulfilment of such purposes it may be necessary for us to obtain data from third parties and share data with third parties (who may not be DPA registered organisations) and to transfer data across international borders (including outside the European Economic Area).

11.2 If you make a claim in respect of the loss, theft or destruction of a draft or otherwise for a replacement draft or for a refund in relation to a draft, you consent to the processing of your data in the context of investigating and processing your claim.

11.3 Any such processing of data will be in accordance with the Act and for the specific purposes referred to in Condition 11.1 above or for verifying information previously provided by you, preventing or detecting fraud and/or compliance with Anti-Money Laundering and Exchange Control laws.

12. Confidentiality

12.1 We agree to keep confidential any information which you have provided to us, save insofar as disclosure to a third party is necessary for the performance of the contract between us or to comply with a request from any regulatory authority to disclose information in accordance with Condition 10 above.

12.2 The duty of confidentiality set out above will not extend to any information which:

12.2.1 was rightfully in the other party's possession at the date of disclosure to it as evidenced by its written records;

12.2.2 is after the date of disclosure acquired by it in good faith from an independent third party; or

12.2.3 has in its entirety become public knowledge otherwise than in breach of these Conditions. Standard Terms & Conditions

13. General Provisions

13.1 These Conditions and any disputes arising under them shall be exclusively governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

13.2 You may not assign any of Your rights or obligations under these Conditions without Our prior consent in Writing. We may assign our rights and/or obligations to a corporate entity under common ultimate control by giving You notification.

13.3 These Conditions may be modified by Us by giving You notice in Writing of the modifications, signed by one of Our authorised representatives. Any notice required or permitted under these Conditions shall be deemed delivered:

13.3.1 five days after dispatch by registered or certified mail addressed to You at Your address as stated by You on the application form or to Us at Our address shown in these Conditions; or

13.3.2 when received by the addressee when sent by facsimile provided the notice is received in normal business hours of the recipient but if received outside the normal business hours the notice will be deemed received on the next business day of the recipient.

13.4 If, once we have given you notice of any modification of these Conditions in accordance with Condition 13.3 above you use or continue to use Our Services then you will be deemed to accept and to use Our Services in accordance with these Conditions as so modified.