

International Payments – Quick Transfers

TERMS AND CONDITIONS

WHO WE ARE - We are eurochange Ltd. We offer payment services through eurochange bureau de change on the Terms and Conditions set out below. Please read these Terms and Conditions carefully.

IN THESE TERMS & CONDITIONS - 'EEA' means the European Economic Area. 'Funds' means the amount of funds as set out in your Order to be transferred to the recipient specified by you. 'Intermediary Bank' means a bank or a payment institution which is involved in the transfer of Funds from us to your recipient's bank or payment institution. 'Order' means a request from you for the provision of our payment services via a eurochange bureau de change. 'Personal information' means the information that we collect from you when we provide you with our payment services. 'We, us' means eurochange Ltd. 'You, your' means you, our customer who transacts a Quick Transfer at a eurochange bureau de change.

OUR PAYMENT SERVICES - You may place an order at any eurochange bureau de change to purchase foreign currency from us and to transfer that foreign currency to the recipient specified by you. Subject to us accepting your order and to us being in receipt of your funds, we will deliver that foreign currency by electronic means to the recipient's bank account that you specify in your order. The recipient's bank account must be located outside of the United Kingdom. The exchange rate that will apply to your order will be the exchange rate provided to you by a member of eurochange staff at the time that you place your order with us. If you place an order that exceeds the payment limits set by us for our payment services, we will not accept your order instead we may contact you to offer our personal payment service to you, which will be subject to separate terms and conditions. We may request further information from you after you have placed your order to assist us with processing your order and to comply with our legal obligations. We will use various procedures in order to verify and authenticate your order and may at any time, decline to process your order.

YOUR PAYMENT TO US - In consideration for us providing our payment services to you, you agree to pay us the Funds and applicable charges owing to us. If as a result of an error or omission caused by you we receive an amount that is less than the value of the funds and the applicable charges due to us, we will request for the underpaid funds to be forwarded to us and may amend the amount due to us as a result of exchange rate fluctuations.

CHARGES - Our charges for our 'Quick Transfer' payments depend on the amount to be transferred. We will charge you a £5.00 fee to deliver funds between £300 and £1999.99. There is no fee to deliver funds between £2000 and £5000. By entering into these terms You acknowledge that many international payments incur overseas delivery charges applied by the Banks involved in the delivery of your funds. You have the option to pay all of these charges in advance to ensure, as far as possible, that the Beneficiary receives the amount of Traded Funds that You require. The amount of the charges varies per destination country. Our staff will be able to advise you of the level of charges applied before you instruct your payment. Unfortunately, We are not able to guarantee that the full amount of the Traded Funds will be credited to the Beneficiary Account on the Value Date, without a further deduction of charges.

CONFIRMATION OF YOUR ORDER - You will be provided with a receipt for your Quick Transfer. We will also send you an email confirming the details of your Quick Transfer to the email address that you have provided to us. If you do not receive an email from us within 24 hours from placing your order, you must inform us immediately. Orders received after the cut-off time of midday or on a day other than a business day will be deemed to have been received on the next business day.

DELIVERY OF FUNDS - Once an order has been received and accepted by us, we will deliver the funds to the recipient specified in your order. We shall not be responsible for a delay in the delivery of the funds which is caused by you or any third party. We shall not be liable for any losses, costs, charges or expenses incurred by you or any third party as a result of such delay. When carrying out a Money Transfer in euro to a person with an account at a bank within the EEA or in sterling to a person with an account at bank within the UK.

We will ensure that the amount that You have requested to be sent will reach the person's account no later than one Working Day after We received Your payment order and cleared funds. In all other cases We will ensure that the amount will be delivered to the Beneficiary's account within 4 Working Days after We have received the payment order and cleared funds. Please note that where an order is initiated by way of a paper payment order, it will take one extra Working Day to process the payment.

CANCELLATION BY YOU - Where the payment has not been released by us, we will cancel your Quick Transfer as per your instruction and advise you of the cancellation. You agree to indemnify us against any and all losses, costs, damages, charges and expenses incurred by us in connection with your cancellation.

REFUSAL TO PROVIDE OUR PAYMENT SERVICES/CANCELLATION BY US - We may refuse to provide you with our payment services and/or cancel an order that you have placed with us if:

1. you do not provide us with the correct recipient bank account details, payment delivery instructions, information or co-operation that we require; or
2. to process your order would be unlawful or contravene the requirements of any regulatory authority or involve us incurring unreasonable costs or expenses; or
3. we suspect an unauthorised or fraudulent use of the payment services; or
4. we are prevented from processing your order by an event or circumstances outside our control; or
5. you are in breach of these Terms and Conditions

If we refuse to provide and/or cancel the payment services to you, where it is practicable and it is not unlawful to do so, we will inform you as soon as possible. In these circumstances we shall not be liable for any damage, loss, costs or expenses incurred by you or any third party as a result of such failure to provide our payment services.

TERMINATION AND CANCELLATION OF OUR PAYMENT SERVICES - These Terms and Conditions will expire automatically in relation to a particular order following delivery of the Funds by us to the recipient bank account specified in that order. The termination or expiry of these Terms and Conditions shall not affect our rights and liabilities or your rights and liabilities or affect the coming into force or the continuance in force of any provision which is intended to come into or continue in force on or after termination or expiry of these Terms and Conditions.

ANTI-MONEY LAUNDERING CHECKS - In order to comply with our obligations under anti-money laundering legislation, we are required to verify your identity. We will carry out anti-money laundering checks on you by using an electronic verification system and by other means that we consider necessary. On our request, you agree to provide us with evidence of your identity and/or proof of your residential address. Sometimes legal or regulatory authorities require additional information, either in respect of organisations or particular transactions. You agree to supply 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 any order made by you.

DATA PROTECTION - We may gather, process and use personal information which you submit or otherwise provide when making an order. It is recorded in connection with your transaction and only for the purpose of preventing money laundering or terrorist financing, unless you have given permission otherwise as part of our customer registration process. Please read the Privacy Policy on eurochange.co.uk for details of how personal information is collected, stored and used by us.

When placing an order your identity is verified using electronic systems in accordance with anti-money laundering regulations. In addition to electronic verification, documentary proof of identity may be required.

CONFIDENTIALITY - We shall not disclose to any third party any of your confidential information except where it is necessary to provide our payment services and we shall not use any of your confidential information for any purpose other than to provide our payment services to you. Our obligation of confidentiality to you shall not apply to any information to the extent that:

1. the information is required or requested to be disclosed to any court or governmental authority with competent jurisdiction;
2. the information is disclosed on a confidential basis for the purposes of obtaining professional advice;

3. the information is known to us before it is disclosed to us by you; or
4. the information is disclosed as provided for in these Terms and Conditions or in accordance with the Privacy Policy.

YOUR WARRANTIES TO US - You warrant to us that in placing an order with us:

1. you have legal title to the Pounds Sterling that you wish to sell to us;
2. the information that you provide to us in relation to an order is accurate;
3. that the order is for the personal purpose that you have specified in your order and it is not being made for purely speculative reasons.

INDEMNITY AND LIMITING OUR LIABILITY - You agree to indemnify us against any and all losses, damages, costs and expenses incurred by us in relation to any order by you, except where such loss results from our negligence or a breach of our obligations to you under these Terms and Conditions. We use reasonable care and skill in providing our payment services to you however, we shall not be liable to you for the following:

1. any failure by you to provide us with correct information when you make an order;
2. if we are unable to perform any of our obligations to you due to any reason beyond our reasonable control including but not limited to war, terrorism, government action, natural disaster and the failure or malfunction of any communications or computer services.
3. our maximum liability to you in relation to each order shall be to refund the amount of that order and our associated charges to you.

Nothing will limit our liability to you for death or personal injury arising out of our negligence or fraudulent misrepresentation or misstatement or affect your statutory rights. The limitations of liability in these Terms and Conditions shall not apply to any damages arising from death or personal injury caused by the negligence of eurochange plc or any of its employees or agents or for fraud. If any provisions of these Terms and Conditions are held to be unlawful or unenforceable then such provisions shall fall away and shall not affect the validity and enforceability of the remaining terms and conditions. This does not affect your statutory rights.

TAXES - You are responsible for any taxes that may apply in relation to your order from you. We shall not be responsible for determining, what if any, taxes apply to a payment initiated by an order from you.

TRANSFERRING OUR RIGHTS - We may assign our rights under these Terms and Conditions at any time, which will not affect your legal rights.

GOVERNING LAW- These Terms and Conditions shall be read and construed in accordance with the laws of England and Wales. Any disputes arising from the use of our payment services shall be resolved exclusively in the English Courts.

TO CONTACT US OR TO COMPLAIN - If you need to contact us in relation to your order or if you have any queries about our payment services, please call our International Payments team on 03332 401691. Our phone lines are open between 8.30am - 5.30pm. We may ask you security questions to confirm your identity. For your security and to ensure the quality of our service to you, calls are recorded and may be monitored.

*These Terms and Conditions and all communications made under them shall be in English. These Terms and Conditions were last updated on 5th November 2014.
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