

ONLINE TRAVEL MONEY

TERMS AND CONDITIONS

1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions upon which you:

- (a) purchase Travel Money (ie. non-sterling currency) and/or travellers' cheques from us - referred to in these terms as a "Buy Travel Money Transaction"; and
- (b) sell Travel Money and/or travellers' cheques to us, referred to in these terms as a "Sell Back & Collect Transaction", through <https://www.eurochange.co.uk/travel-money> (the "Website").

1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide Travel Money, pounds sterling ("GBP") and/or travellers' cheques (as applicable) to you, how you and we may end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are Eurochange Limited, being a company incorporated in England & Wales with company number 02519424 and registered address at Russell House, Elvicta Business Park, Crickhowell, Powys, NP8 1DF.

2.2 **How to contact us.** You can contact us by writing to us at customerservices@eurochange.co.uk or Administration, Eurochange Limited, PO Box 435, Stevenage, SG1 9GA.

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 **How we will accept your order.** Our acceptance of your order will take place when we confirm same on the Website and/or email you confirmation of your order, at which point a contract will come into existence between you and us. When we accept your order, we agree to keep the agreed exchange rate open for a certain period of time, pending payment by you (with the exception of Reserve & Collect where you will receive the branch rate of the day on the day you collect your order). It is important that you pay us on time, otherwise we may not be able to provide you with your required Travel Money and/or GBP and/or travellers' cheques and you may be liable for any losses we incur.

3.2 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.3 We only sell to persons who are over 18 and located the UK. The Website is solely for the promotion of Travel Money and/or travellers' cheques (as applicable) in the UK. Unfortunately, we do not accept orders from or deliver to addresses outside the UK.

3.4 Do not use our service in breach of applicable laws. You must not use our service (as described in these terms) in breach of any applicable law, rule and/or regulation. In submitting orders, you warrant that you are not breaching and do not intend to breach any applicable law, rule and/or regulation whilst availing of the services set out in these terms.

3.5 We are not under an obligation to accept orders. We reserve the right not to accept orders placed with us, at our sole discretion, for any reason.

4. TERMS APPLYING TO BUY TRAVEL MONEY TRANSACTIONS

4.1 Buy Travel Money Transactions. There are three types of Buy Travel Money Transaction which you are able to enter into on the Website, namely:

- (a) a Home Delivery Transaction – this is where your exchange rate is agreed online, you pay online via credit or debit card or via bank transfer and your Travel Money and/or travellers' cheques are posted via Royal Mail Special Delivery to a residential address within the UK;
- (b) a Pay & Collect Transaction – this is where your exchange rate is agreed online, you pay online via credit or debit card or via bank transfer and collect your purchased Travel Money and/or travellers' cheques from your requested Eurochange branch; and
- (c) a Reserve & Collect Transaction. – this is where you reserve, via the Website, a certain amount of Travel Money and/or travellers' cheques at your requested Eurochange branch. The exchange rate you pay will be the exchange rate of the branch you are collecting from on the date you collect your order.

4.2 **Sell Back & Collect Transactions.** This is where you agree the exchange rate to sell your unused Travel Money and/or travellers' cheques to us online and you deliver same to your requested Eurochange branch in exchange for the agreed amount of GBP

4.3 **Exchange Rates.** Before placing your order, we shall provide you with exchange rates on the Website, based on the currency and amount of Travel Money and/or travellers' cheques you wish to purchase from us or sell to us. You may, using these exchange rates, place an order for entering into a Home Delivery Transaction, a Pay & Collect Transaction and/or a Sell Back & Collect Transaction by following the instructions on the Website.

4.4 **Payment - you must pay us on time.**

If you enter into a Home Delivery or a Pay & Collect Transaction, you may:

- (a) pay us by debit or credit card on the Website in which case confirmation of your payment should be instantaneous;
- (b) pay us via bank transfer in which case you must ensure that we receive the correct amount of cleared funds into the bank account set out in the order confirmation including the correct reference and by the date and time set out in the order confirmation. The funds must be sent from a bank account in the name of the person placing the order.

Payments by debit or credit card will not incur a surcharge from eurochange but you may be charged by your card issuer – please check their terms & conditions if you are unsure. Debit and credit card payments that are declined by your bank may lead to the funds being set aside as on 'hold' by your card issuer. We have no control of this process and are not liable for any difficulties that arise from this.

If your bank transfer is via the faster payments service then we should receive your funds within 2 hours. If your bank transfer is not made by faster payments then we should receive your funds within 2 to 3 working days.

If you enter into a Reserve & Collect Transaction or a Sell Back & Collect Transaction you must attend the Eurochange branch noted on your order confirmation and pay us by the time set out in your order confirmation. Your order will be held by the branch for 4 calendar days. We do not accept orders by post. If an order is sent by post we are not responsible for any losses you incur relating to delivery failure of your Travel Money and/or travellers' cheques to us.

Failure to pay on us on time is a breach of contract by you and will result in us being unable to deliver the Travel Money, travellers' cheques and/or GBP to you at the agreed exchange rate. The agreed exchange rate will expire. We reserve the right to charge you for any losses we incur in keeping the exchange rate open for the period set out in the order confirmation.

4.5 **Delivery of Travel Money and/or travellers' cheques and/or GBP** If:

- (a) you enter into a Home Delivery Transaction, the purchased Travel Money and/or travellers' cheques will be delivered to you through Royal Mail's Next Day Delivery Service;
- (b) you enter into a Pay & Collect Transaction or a Reserve & Collect Transaction, you shall collect the purchased Travel Money and/or travellers' cheques from the Eurochange branch set out in your order confirmation; and
- (c) you enter into a Sell Back & Collect Transaction, you shall collect your GBP from the Eurochange branch set out in your order confirmation.

4.6 **Minimum and maximum order amounts.**

Buy Travel Money Transactions and Sell Back & Collect Transactions have no minimum order amount, except for the minimum available denominations, which will be made clear when placing your order. However:

- (a) Home Delivery Transactions have a maximum order amount of £2,000 sterling;
- (b) Pay & Collect Transactions have a maximum order amount of £2,000 sterling; and
- (c) Reserve & Collect Transactions and Sell Back & Collect Transactions have maximum order amounts of £2,500 sterling.

We reserve the right to amend these amounts at any time at our discretion. Orders for Reserve & Collect Transactions and Sell Back & Collect Transactions above £2,500 may be placed by phoning a Eurochange branch.

4.7 **How we make a profit.** We do not charge any commission for your purchase or sale of Travel Money. We make a profit based on the difference between the exchange rate at which we buy and sell currency from our suppliers and the exchange rate at which we buy and sell currency to you. In addition, we charge a 2% commission (minimum £3.00) for your purchase and sale of Sterling travellers' cheques.

4.8 **Option to purchase our Original Rate Buy Back.** When placing an order to enter into a Buy Travel Money Transaction you will be given the option, in return for the payment of £3, of being able to sell back to us up to 30% of your unused Travel Money at the same exchange rate as you bought the Travel Money for, within 30 days of placing that Order. This is referred to in these terms as the "Original Rate Buy Back". Please note that other similar buy back deals are available if you purchase Travel Money in branch rather than via the Website. The details of same are set out on the Website.

4.9 **Receipt of Travel Money and/or travellers' cheques from you.** Upon our receipt of the Travel Money and/or travellers' cheques, all notes will be verified to ensure that they are current, valid and usable. Any forged notes, outdated, outmoded or unusable notes will not be exchanged and may be retained. We reserve the right to refuse to buy back any denomination of foreign currency notes that we do not sell or that have a value of less than £1. We shall only purchase travellers' cheques back from you which we have previously sold to you.

5. GENERAL TERMS

- 5.1 All orders placed will be rounded up to the nearest suitable denomination.
- 5.2 Orders for 'next day' delivery for Home Delivery Transactions and Pay & Collect Transactions must be completed before 4pm Monday to Friday. Please note that deliveries are not available on public holidays or Sundays. You must allow adequate time before you travel for your delivery.
- 5.3 By placing an order, you warrant that you are acting on your own behalf and that the information that you provide to us is true and accurate in all respects, that you will not withhold any material information from us, and you will provide us with any information that we may reasonably require.
- 5.4 We may need certain information and/or documentation from you so that we can supply the Travel Money, GBP and/or travellers' cheques (as applicable) to you, for example, verification of your identity or address. We will contact you in writing or when you attend a Eurochange branch to ask for this information and/or documentation. If you do not give us this information and/or documentation within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Travel Money, GBP and/or travellers' cheques late or not supplying all or any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

6. DELIVERY FOR THE HOME DELIVERY TRANSACTIONS

- 6.1 All Home Delivery Transaction purchases will be delivered by Royal Mail Special Delivery Guaranteed service (<http://www.royalmail.com/personal/uk-delivery/special-delivery>).
- 6.2 We are responsible for your Home Delivery Transaction up to the point of collection by Royal Mail. Problems at Royal Mail such as service disruptions, delays or failure to deliver are outside of our control and are not our responsibility.
- 6.3 You accept responsibility for your Home Delivery Transaction when your Travel Money and/or travellers' cheques are signed for at your home delivery address or when the Travel Money and/or travellers' cheques are collected from a Royal Mail sorting office.

6.4 We do not guarantee next day delivery or that the requested delivery date will be met. We will however use our best endeavours to deliver your order on your requested date. We will not be held liable for any issues, expenses or costs as a result of a delivery not arriving on the date you have stated.

6.5 You can track your order any time by visiting www.royalmail.com/trackdetails, once you receive your confirmation email with tracking details provided which we will send to you as part of the confirmation that your order has been dispatched.

6.6 Failed or missing deliveries will not be immediately refunded and they will be dealt with under the Royal Mail's claims procedure. A refund will only be payable following a Royal Mail investigation and subsequent successful insurance claim that we will make on your behalf.

6.7 Except for Bank Holiday's, where a Monday delivery date has been requested, your order will be dispatched on a Friday as Royal Mail do not collect from us on a Saturday or Sunday. As such you may receive your package on a Saturday.

6.8 An option is available to request a Saturday delivery for an additional fee. However, we cannot guarantee Royal Mail will fulfil this request. We will be unable to refund the additional fee should your delivery not arrive on a Saturday.

6.9 You must refuse to accept any packages which appear to have been tampered with or damaged during transit by Royal Mail. Should you sign for a package which has been damaged or tampered with, you may incur financial loss, for which we are not responsible.

6.10 We cannot accept any responsibility for fraudulent acts committed by a third party.

6.11 There is no delivery charge for Home Delivery Transactions with a value equal to or more than £400. If you enter into a Home Delivery Transaction with a value of less than £400, you will be charged a delivery fee of £4.99. An additional delivery fee will be payable for delivery on a Saturday. This additional fee will be detailed during the order process.

6.12 Home Delivery Transactions can only be delivered to residential addresses in the United Kingdom. It is important that you are present to sign and accept delivery for your order.

6.13 If the delivery address is that of a multiple occupancy building then be aware that Royal Mail will deliver to the reception or other delivery point. We are not responsible for deliveries for which Royal Mail has obtained a signature at your delivery address but which you have not received.

6.14 The Royal Mail has some restrictions on its Special Delivery service, please refer to the Royal Mail website www.royalmail.com for details of up to date restrictions.

6.15 If no one is available at your address to take delivery, Royal Mail will leave you a note informing you of how to rearrange delivery or collect the Travel Money and/or travellers' cheques from a local depot. It is your responsibility to arrange this.

6.16 We do not accept any responsibility for fraudulent acts committed by a third party.

7. ADDITIONAL TERMS APPLICABLE TO THE PAY & COLLECT TRANSACTIONS AND THE RESERVE & COLLECT TRANSACTIONS

7.1 If you enter into a Pay & Collect Transaction or a Reserve & Collect Transaction you will be required to produce the relevant order confirmation page or confirmation e-mail.

7.2 For Pay & Collect Transactions only, you will be required to produce:

- (a) the debit or credit card that you used to make your payment; and
- (b) one of the following forms of identification:
 - (i) Passport;
 - (ii) Photo card driving licence; and
 - (iii) National ID card.

We reserve the right to PIN authenticate the credit or debit card used for payment. There will be no additional charge for this PIN authentication

7.3 We are unable to accept any other forms of identification other than those listed. We are not able to release Travel Money and/or travellers' cheques for Pay & Collect Transactions to anyone other than the cardholder.

8. ADDITIONAL TERMS RELATING TO TRAVELLERS' CHEQUES

8.1 If you purchase travellers' cheques, you will be subject to the terms and conditions set by the travellers' cheque issuer. It is essential that you read and understand the travellers' cheque issuer's terms and conditions as well as these terms prior to placing your order to purchase.

8.2 For the avoidance of doubt:

- (a) if your travellers' cheques are lost or stolen, the issuer will only refund you if you have fully complied with their terms and conditions;
- (b) the intended user of the travellers' cheque must sign each travellers' cheque in permanent ink immediately upon receipt;
- (c) unsigned travellers' cheques will not be refundable if lost or stolen;

(d) you must safeguard each travellers' cheque against loss or theft. You must not hand over travellers' cheques voluntarily, as collateral or in an illegal game of chance or other prohibited activity;

(e) you must not use any travellers' cheques in violation of any laws;

(f) you must notify the issuer immediately of the loss or theft of any of your travellers' cheques, and notify local police if requested;

(g) you must provide proof of purchase and acceptable proof of identity when making a refund claim;

(h) you must co-operate fully in any investigation of a claim (including agreeing to our and/or the travellers' cheque issuer verifying any information relevant to the claim) and agree to co-operate fully in any resulting legal action or proceedings (including those against a third party);

(i) you must complete and sign the appropriate refund claim documents to the issuer's reasonable satisfaction;

(j) the right to a refund can be delayed during investigation of a loss or theft and neither we nor the issuer will be liable for any loss or expense caused by any such delay;

(k) if you recover a travellers' cheque that you have reported lost or stolen, or obtain any information that would help the issuer to recover a lost or stolen travellers' cheque, you must immediately inform the issuer; and

(l) due to the nature of travellers' cheques, we cannot stop a travellers' cheque being accepted.

9. CANCELLATIONS

Should you wish to cancel your order you may do so before 1.00pm on the date your order is placed by emailing us detailing your reasons for cancellation to customerservices@eurochange.co.uk. Orders placed between 1pm and 4pm cannot be cancelled for any reason.

10. FEEDBACK / COMPLAINTS PROCEDURE

10.1 We are committed to providing high quality and great value foreign exchange services. We pride ourselves in the high standard of service we offer so your feedback is very important to us.

10.2 To feedback your comments or register a complaint please email customerservices@eurochange.co.uk outlining your comments or complaints, please quote any reference numbers that have been issued to you to enable us to handle your comments / complaint effectively.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

11.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you made us aware of the risk during the sales process.

11.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.

11.3 We are not liable for business losses. We only supply our services for domestic and private use. If you use our services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12. PROMOTION CODES

Throughout the year we offer various promotional codes giving special rates on Travel Money. Promotional codes can be used online or in branch until they expire. Only one promotional code can be used per transaction and per customer.

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

13.1 By agreeing to these terms, you agreed to our privacy policy, a copy of which is on the Website and which can be found [HERE](#).

13.2 In line with GDPR requirements, the following details why we collect your personal information and how we process it:

- (a) to supply the Travel Money, GBP and/or travellers' cheques (as applicable) to you;
- (b) to arrange for the delivery of your Travel Money and/or travellers' cheques including passing your name and address onto Royal Mail;
- (c) to process your payment;
- (d) to send GBP to your bank account; and
- (e) to send you information about services from the NoteMachine Group of companies if you have registered with us and have opted in to marketing preferences.

You may stop receiving such information by updating your marketing preferences via our website or by contacting us at customerservices@eurochange.co.uk outlining your.

13.3 We will only give your personal information to third parties where the law either requires or allows us to do so.

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.

If we have requested personal data it has been recorded in connection with your transaction and only for the purposes of preventing money laundering or terrorist financing, unless you have given permission otherwise as part of our customer registration process.

14. OTHER IMPORTANT TERMS

14.1 We may transfer our rights and obligations under these terms to another organisation.

14.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

14.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

14.4 All conditions, warranties and remedies imposed or implied by any applicable law are expressly excluded.

14.5 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.6 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you do not provide us with information or pay us on time and we do not chase you but still provide the Travel Money, GBP and/or travellers' cheques (as applicable), we can still require you to provide the information or make the payment at a later date.

14.7 These terms are governed by English law and you can bring legal proceedings in respect of these terms in the English courts. If you live in Scotland you can bring legal proceedings in respect of these terms in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of these terms in either the Northern Irish or the English courts.