

# Thomas Exchange Global

## General Terms & Conditions

### Service Provider

This section sets out the terms and conditions under which Thomas Exchange Global will provide you (the customer) with your foreign exchange needs.

For the avoidance of doubt, all references to “we” or “us” in these terms and conditions shall be to Thomas Exchange Global.

You must not order money for purposes other than those deemed legitimate which comply with all applicable laws, rules and regulations, your order submission is your confirmation to us that you are not ordering money for illegal purposes.

We reserve the right to refuse orders for any reason at our discretion.

By using our services, you acknowledge that you have read and understood these terms and conditions, and agree to be bound by them.

### Postal Orders

When placing an order you warrant that you are acting on your own behalf and you also warrant to us 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.

You must provide all the requested information for us to process the order. We reserve the right to request further information from you should it be required at any time.

### Postal Order Cancellations

Should you wish to cancel your order you can call us on 020 7 240 1214. If your order has already been despatched we are unable to accept your cancellation. Orders are despatched throughout the day to the Royal Mail so unless your cancellation is within a few hours of your order it is unlikely that a cancellation will be accepted.

### Postal Order Delivery

Delivery can only be made to the address that is registered on the utility bill provided, if an alternative delivery address is required, this has to be agreed by us and confirmed in writing by yourself.

There is a £7.50 charge for insurance and postage for each £2500 worth of currency purchased.

Your currency will be delivered by the Royal Mail Special Delivery Next Day service. This service has a success rate of almost 98% by 1pm next working day (97.96% for the year to December 2004. Source: Royal Mail Generic Track and Trace system.)

We are not responsible for late-delivery where the Postal Service has failed to meet the requirements of the Royal Mail Special Delivery service.

#### International Money Transfer

**Sender will be responsible for providing the correct information in relation to the transfer of funds. please note that the sender accepts that Thomas Exchange Global Ltd does not assume any responsibility for infringements of currency import and/ or export restrictions, if any, in the United Kingdom or any foreign countries. Please keep yourself always informed and updated as to these regulations. Any changes to the original instructions received will incur a fee/administration cost. The Remitter is solely responsible for the accuracy of all the information and instructions relating to the beneficiary of the payment. Thomas Exchange Global shall not be liable for any delay in effecting or failure effecting payment to the beneficiary resulting from any laws, decrees, orders, charges or regulations purporting to be effective where payment is made. Please note that these funds are from a legitimate source. Customers need to note that transfers done in US Dollars may result in additional charges from the clearing bank. Thomas Exchange Global are unable to take responsibility in delays caused by transfers going via a clearing bank. We are not responsible for charges incurred by any Internmediary bank or any Correspondent bank.**

#### **PROVISION OF IDENTIFICATION / INFORMATION AT THE BRANCH**

**Customers are expected to provide a suitable form of ID such as a driving license or Passport when paying by credit/debit card. If we feel that the identification is not suitable, we reserve the right to refuse the transaction. We reserve the right to request additional information of where funds have come from when paying by cash, on most occasions proof will have to be provided.**

#### **The late arrival of International Payments**

**If any international payment is not received or late in arriving in the beneficiary's account due to the fact that the form has been filled out incorrectly or the correct information was not given at the time of the transaction – we will not be held responsible. Note for a trace to put on the transfer, you will have to pay an administration fee of approximately £25, the trace will not be initiated until payment of the transfer fee is made first. Note that the banks on a 5 – 10 day period for information about the transfer to come back from the beneficiary bank. We can provide you with a SWIFT confirmation on request that will state where and when the funds were sent**

## **Payments for Postal Order / International Transfer other than at the counter**

**We are unable to accept card details over the phone or online. Therefore payment has to be made by BACS from your account into our RBS account:**

**THOMAS EXCHANGE GLOBAL LTD  
BANK NAME ROYAL BANK OF SCOTLAND  
LONDON VICTORIA BRANCH  
ACCOUNT NO: 00146138  
SORT CODE: 16-01-09**

**In no instance should cash or cheques to be deposited into our account, this will result in the cancellation of your order. Please note that it takes 3-4 working days for us to receive your funds if payment is made by BACS or the same when the payment is made by CHAPS, please ensure that you allow this time. We are not responsible for the late arrival of any funds into our account. You must ensure that your name and the currency or transaction type is stated on the narrative ie: JSMITH USD Cash or JSMITH TRF (for International Transfer)**

### **Liability**

We will only be liable to you for the direct losses (e.g. the value of the currency in relation to each contractual transaction) that you incur if we breach of our obligations under these Terms and Conditions. You accept that this is a reasonable pre-estimate of the loss you may suffer resulting from any breach by us of our obligations.

To the extent permitted by law:

- All conditions, warranties and remedies imposed or implied by any applicable law are expressly excluded (save for death, personal injury or fraud, our liability shall remain unlimited);
- We will not be liable to you in contract, tort or for breach of statutory duty or in any other way in connection with the Terms and Conditions for any indirect or consequential losses or special damages or for loss of profit, contracts, business or anticipated savings or any other additional costs that you may incur whether or not such costs, losses or damages were in the contemplation of the parties at the date of the contractual transaction; and
- Under no circumstances shall we be liable for an act of omission of any third party involved in the payment process or otherwise. All implied terms are excluded to the fullest extent available under the law.

### **Buy Back**

When you return back to the UK, you can change back your unused foreign currency and/or traveller's cheques purchased through the Travel Money Online service into sterling. We will

buy back foreign currency banknotes and/or traveller's cheques at the prevailing buy back rate on the day received.

In order to use our buyback service, you must follow all the Notes on the 'Buy Back' form. Currency must be returned to us by Royal Mail Special Delivery, to ensure its security, and be insured for its full value.

There is no Commission on the return of foreign currency notes and foreign currency travellers cheques.

We only buy back denominations that we supply.

We do not buy back coins.

Return must be by Royal Mail Special Delivery and is at the customer's risk.

**The sterling amount will be credited to the account, where the original funds were forwarded from.**

## **Privacy Policy**

### **IMPORTANT - HOW WE USE YOUR INFORMATION**

"We", "us" and "our" refer to Thomas Exchange Global.

### **Crime Prevention and Recovery**

To prevent crime, to verify your identity and to recover debt, we may exchange information (both within the UK and, where appropriate, overseas) with debt recovery agencies and other organisations including other lenders. In particular, if false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. We reserve the right to refuse to serve a customer whom we feel are carrying out the transaction for illegal purposes, whether dealing with us at the branch or while using our postal service.

For further details of how the information held by fraud prevention agencies

### **PERSONAL DATA**

**Disclosure to others:** We will treat all information we hold about you as private and confidential even when you are no longer a customer. We will not disclose any information we hold about you to others except:

- (i) to the extent we are required to do so by any Applicable Regulations; (ii) where there is a duty to the public to disclose;
- (iii) Where our interests require disclosure; or
- (iv) at your request or with your consent.

**Our use of information:** You agree that we and other companies in our group may hold and process by computer or otherwise any information we hold about you and may use any of that information to administer and operate your account and to provide any service to you, to monitor and analyse the conduct of your account, to make any credit decision (as well as the interest rate, fees and other charges to be applied to your account) and to enable us to carry out statistical and other analysis. You agree that we may disclose that information to other companies in our group for these purposes.

**Disclosure of information:** We may also disclose information we hold about you to those who provide services to us or act as our agents, to any person to whom we transfer or propose to transfer any of our rights or duties under this Agreement and to licensed credit reference agencies or other organizations that help us and others make credit decisions and reduce the incidence of fraud or in the course of carrying out identity, fraud prevention or credit control checks. In respect of a joint account, we may disclose to any of you information obtained by us from any of you in relation to the account.

**Marketing:** Subject to information provided by you in the account opening questionnaire we may analyse and use the information we hold about you to enable us to give you information (by post, telephone, email or other medium, using the contact details you have given us) about products and services offered by us, which we believe may be of interest to you. If you do not wish to receive marketing information, please let us know by contacting us in writing.

**Access to information:** You may have a right of access to some or all of the information we hold about you, or to have inaccurate information corrected, under data protection law. If you wish to exercise either of these rights, please contact us in writing

### **Miscellaneous**

Under data protection legislation, you can apply in writing for a copy of certain personal records we hold about you. The current fee is £10.00 per request from each individual. To ensure that we carry out your instructions accurately, to help us to continually improve our service and in the interests of security, we may monitor and/or record your telephone calls with us. Any recordings remain our sole property.

### **Complaints**

To register a complaint with us, you may contact us in one of the following ways:

Mail: Thomas Exchange Global

402 Strand

London

WC2R 0NE

Phone: 020 7 240 1214

### **Third Parties**

A person who is not a party to the Trading Agreement has no rights under the contracts (Rights of Third Parties) Act 1999 to enforce any term of the Trading Agreement but this does not affect any right or remedy of a third party which, exists or is available under that Act.

**Governing Law**

Customers are contracted with Thomas Exchange Global Ltd, and agree that English Law governs this contract.

Name & Registered Office:

Thomas Exchange Global Ltd, Palladium House, 1 – 4 Argyll Street, London W1F 7LD