

Bureau Buttercrane Ltd – General Terms & Conditions

(These terms and conditions were last updated in January 2018)

WHO WE ARE:

We are Bureau Buttercrane Ltd. We offer Bureau de Change and payment services through Bureau Buttercrane Bureau de Change on the Terms and Conditions set out below. Please read these Terms and Conditions carefully.

This document sets out the Terms and Conditions under which Bureau Buttercrane Ltd trades. By using our Service*, you acknowledge that you have read and understood these Terms and Conditions, and agree to be bound by them. If you do not understand and/or agree to these terms and conditions do not transact with us as by transacting with us you are indicating your acceptance to these terms. These Terms and Conditions shall apply to all contracts formed between you and us to the exclusion of any other Terms and Conditions you may seek to impose or incorporate, or which are implied by law or otherwise unless each of you and us agree, in writing, to vary these terms and conditions and confirm, in writing, the variation. (* defined below)

1. DEFINITIONS

'Business Days': means from Monday (inclusive) - Friday (inclusive) save for any public bank holidays in England and Wales;

'Contract': means the formal contract entered into between you and us, created upon our acceptance of your order in accordance with clause 3.2, for a foreign exchange transaction to buy the relevant currencies at the quoted exchange rate on the dates quoted and to make the payment set out therein on and subject to these terms and conditions;

'Service': means the currency purchased by you at the agreed exchange rate pursuant to the Contract;

'Bureau Buttercrane/we/us/our': refers to Bureau Buttercrane Limited whose registered office is at Unit 20 Buttercrane Shopping Centre, Newry, Co. Down, BT35 8HJ (registered number NI603454)

'Website': refers to www.bureaubuttercrane.com

'You and/or your': means a person agreeing to these terms and conditions in order to use our Service.

2. GENERAL

2.1 This Service is only available to individuals aged 18 or older residing in the European Union.

2.2 You may only use this Service for business or personal transactions and travel and not for speculative, investment or any other purpose.

2.3 If any provisions of these terms and conditions including these disclaimers and limitations shall be unlawful or unenforceable then such provisions shall fall away and shall not affect the validity and enforceability of the remaining terms. Your statutory rights remain unaffected

3. PLACING AN ORDER

3.1 You may place an Order at our Bureau de Change to purchase currency from Us and / or to Transfer that currency to a Beneficiary specified by You. The exchange rate applied to your Order will be provided to You by a member of Bureau Buttercrane staff at the time you place Your order with Us. 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. You can place an Order in the following ways:

3.1.1 Online via Our Website.

3.1.2 Over the phone by calling our dedicated Customer Services team on 028 3026 3207 (opening hours from 9am to 5.30pm, Monday and Tuesday, 9am-9.00pm Wednesday to Friday and 9am to 6pm on a Saturday. Closed Sunday and Bank Holidays).

3.2 Your Order constitutes an offer to us to buy the Service. All orders are subject to our acceptance.

3.3 Orders placed may be subject to monetary limits, currency exchange restrictions and to you complying with Anti-Money Laundering regulations.

3.4 When placing an order, you 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. Providing incorrect and/or inaccurate information may lead to the Services not being provided to you and we shall not be held responsible for this.

3.5 There is no minimum order value for cash, debit cards and cheques and we do not charge handling charges or additional fees (however we reserve the right to amend charges and fees at our discretion without notice, and without liability to you). Our minimum order value for electronic transfers is £1000 or equivalent.

3.6 Once an order is submitted, depending on the channel the following will happen:

3.6.1 Order submitted online - An automatic acknowledgment email will be sent to the email address provided by you, detailing the order reference number. This confirms our acknowledgement of your order but this shall not constitute our acceptance of your order.

3.6.2. Order submitted in store – If requested, a paper receipt will be provided to you once your transaction is completed.

3.6.3. Order submitted by telephone / email – If requested, an electronic receipt will be provided to you once your transaction is completed.

3.9 If at any time we suspect that an order has been placed fraudulently, we may cancel the order at any time and without notice to you.

4. MONEY TRANSFERS

4.1 In order to carry out a Money Transfer pursuant to a Contract, we must have cleared funds from you in advance. We hold all client transfer funds in segregated client accounts in accordance with The Financial Conduct Authority guidance.

4.2 In carrying out a Transfer, We are acting on Your behalf. You must ensure that You and the Beneficiary comply with local laws in connection with the payment. If You and / or the Beneficiary do not do this and as a result We have to pay any costs or expenses, You will be required to reimburse Us.

4.3 With each Money Transfer We require information on the Beneficiary Account to enable us to identify the bank and the account into which the Money Transfer is to be made. For Money Transfers within the UK we require the Beneficiary's full name, their Bank name, sort code and account number. For Money Transfers outside the UK we require the Beneficiary's full name, their Bank name, BIC and IBAN.

4.4 If You provide Us with incorrect information and the Money Transfer goes missing because of this, then we are not liable for non-execution or defective execution of the payment, but We will make reasonable efforts to recover the funds and notify you of the outcome. We reserve the right to request additional information such as (a) purpose of the payment (b) your residential status (c) the related invoice and (e) Beneficiary address.

5. CANCELLATIONS

5.1 Due to the currency being subject to fluctuations in the financial market which are beyond our control you do not have the right to cancel the Contract.

5.2 You cannot amend or cancel an order after it has been placed and confirmed by us.

5.3 You acknowledge and agree that we can refuse / cancel your order at any time, for any reason, at our absolute discretion in which event we shall refund you any money received by us.

5.4 In case of orders which are to be paid by bank transfer, once the transfer has been made by your bank, your order cannot be cancelled even if we have yet to receive cleared funds.

5.5 Only under exceptional circumstances (and at our sole discretion) may an order may be cancelled.

5.6 If an order paid for by debit card is cancelled before being processed by us, your payment will be rejected on the same day of cancellation. However, your card issuer may take up to 10 Business Days to release the funds back into your account. You acknowledge that this ruling is beyond our control and that we have no liability for such actions.

5.7 If you are in breach of these terms and conditions, and if capable of being rectified and after receiving notice, you do not rectify the breach within a reasonable time, we may cancel your order.

5.8 We may also terminate an order if we are required to do so through instruction of any law enforcement agency or regulatory body. In this case we may retain all or any of your money if we are required to do so by law and then deal with it as ordered by a court or other body of competent jurisdiction.

6. CHARGES

6.1 We do not charge you any handling charges, commission or other fees for any transaction.

6.2 When making payment by debit card, your bank may charge for the purchase of foreign currency. You should check with your bank if you are unsure. Please see clause 7 as to the different methods of payment.

7. PAYMENT

7.1 When making payment you warrant that you are acting on your own behalf, for a genuine reason and that the funds are legally and beneficially yours, have not been obtained by illegal means nor in any way contrary to the rights of the legal owner and is not tainted in anyway by criminal activity.

7.2 You can pay for your transaction in one of three ways set out below. Payment by any other means shall not be accepted:

7.2.1 By Cash.

7.2.1.1 By debit card. You can pay for your order using debit cards issued in the United Kingdom, which are Visa®(debit) or MasterCard® (debit).

7.2.1.2 You undertake that all details provided are correct, the debit card is your own and that the billing address of your card matches the delivery address of your order. Any inaccuracies when providing this information can lead to the Service not being provided.

7.2.1.3 We do not accept credit cards or business debit cards as payment for any order(s).

7.2.2 By bank transfer (Internet/Telephone Banking/CHAPS/BACS/ Faster Payments).

7.2.2.1 Should you select this particular payment option, we will provide you with our bank account details, which you will receive once the order has been submitted. You must, without delay, send payment of your order in full to the account shown and you must ensure that you use your surname, followed by your order number, as the transfer reference. Failure to do so may result in the Service being delayed or being cancelled.

7.2.2.2 You undertake that all details provided are correct and that the bank account is your own.

7.2.2.4 If your bank is offering the Faster Payments service, we should receive your payment within 2 hours although this cannot be guaranteed. Therefore we recommend you to place your order before 12.00pm on a Business Day where you require the order to be processed the same day.

7.2.2.5 If your payment has not been received by 12.00 pm, or we have received your payment without the correct transfer reference, we accept no liability for any delay in processing your order.

7.2.2.6 If your bank is not offering Faster Payments service, we should receive your payment within 2 Business Days, and we will process your order on the same day if we receive your payment by 12.00 pm (if received later, your order will be processed the following day). Due to exchange rate fluctuations, payment must be received within 2 Business Days, or the order may be subject to cancellation.

7.2.2.8 Please note that once payment has been sent from your bank account, your order cannot be cancelled.

8. IMPORT AND EXPORT RESTRICTIONS

8.1 You must independently check the relevant currency restrictions applicable in different countries. We shall not be liable for any currency restrictions applicable outside of UK. Please contact the relevant authorities of the country concerned before placing your order with us. We will not be liable for any breach of laws outside of UK.

9. COMPLAINTS

9.1 We pride ourselves on the high standard of service we offer so your feedback is very important to us. We have established internal procedures for investigating any complaint made.

9.2 To make a complaint, you may call us on 028 3026 3207. Alternatively, if you would like to make a written complaint, you can do so via email to mail@bureaubuttercrane.com, or by sending us a letter to Bureau Buttercrane Ltd, Unit 20 Buttercrane Shopping Centre, Newry, Co. Down, BT35 8HJ.

9.3 We will make every possible effort to address all points of complaint by email. We will respond within 15 business days upon receiving the complaint. If a full response cannot be provided within these timeframes we will send a holding reply with a full response to follow within 35 business days. If you have reviewed our final response and you are still not satisfied, you may be able, if you are an eligible complainant, and your complaint relates to a Money Transfer, to refer your complaint to the Financial Ombudsman Services (The "FOS"). Details

of which are available on the following link: http://www.financial-ombudsman.org.uk/fac/answers/complaints_a1.html . You can also call The FOS on 0300 123 9123 or write to them at "Financial Ombudsman Service, Exchange Tower, London, E14 9SR".

10. INDEMNITY AND LIMITING OUR LIABILITY

10.1 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 skill and care in providing our Services to You however, We will not be liable for any losses you suffer or costs that You incur when;

10.1.1 We do not act upon an instruction for a reason specified in these Terms and Conditions

10.1.2 The details contained in Your Order were incorrect

10.1.3 We cannot carry out the instruction because of any force majeure event of any reason that is reasonably beyond Our control. This includes failure of any computer machine, electronic device, hardware, software or payment system and any act, omission or failure of any agent or third party.

10.2 You are liable for all losses incurred in respect of an unauthorised transaction where You have acted fraudulently or where you have acted with intent or gross negligence in keeping your passwords safe from misappropriation. Subject to the above and provided you have not acted fraudulently, or with gross negligence, you are liable for up to a maximum of £35 for any losses incurred in respect of unauthorised Money Transfers arising from (a) lost or stolen password or (b) where the payer has failed to keep their password safe from misappropriation. We will process a refund as soon as practicable and in any event no later than the following business day after we receive notification from you.

10.3 We will not be responsible to You if the failure to comply with any of these terms and conditions is:

(a) due to circumstances (including, without limitation, acts of war, riots, fire, flood, natural disasters, industrial disputes or other circumstances) beyond either your or our reasonable control;

(b) due to any governmental or court order or any other legal obligation.

10.4 Nothing in these terms and conditions shall exclude either your or our liability for:

10.4.1 death or personal injury caused by the relevant party's negligence;

10.4.2 fraud or fraudulent misrepresentation; or

10.4.3 any other matter for which it would be illegal to exclude or limit liability. These terms and conditions do not affect your statutory rights.

10.5 Where you believe that we have performed a Money Transfer incorrectly, or without authorisation, then you must inform us without undue delay and in any event, within 13 months of becoming aware of any unauthorised or incorrectly executed payment transaction. As per the regulations, if we are not notified within 13 months we cannot be held liable. Provided we are notified within these timescales we will refund to you the amount of the non-executed or defective payment transaction. We will also refund to you (a) any direct charges for which you are responsible and (b) any interest which you must pay as a consequence of the non-execution or defective execution of a payment transaction.

11. DATA PROTECTION POLICY

11.1 By providing us with your personal information you are consenting to us processing this information as set out in this clause 10. We are committed to the lawful and correct treatment of personal information and will only use information obtained lawfully and in accordance with the Data Protection Act 1998 (the "Act"). This privacy policy statement will apply equally to all of our offices irrespective of where they are based.

11.2 We may use your personal information in order to process your order and/or to provide the Services to you or for any other reason relating to the provision of the Service.

11.3 We may also use your information for research and statistical analysis in order to improve the services we offer. This may involve us providing your personal data to third party company to process on our behalf for this purpose. We may use and update this centrally held information to identify products and services that might also be suitable for you, unless you have informed us that you do not want to receive this information. In these circumstances, we will not make marketing approaches to you without your consent.

11.4 If you ask in accordance with the procedure set out in the Act, we will tell you what information we hold about you and provide you with a copy in accordance with the Act. Under the Act, you have the right to see the personal records we hold about you. A fee may be payable by you (the fee for this is currently £10).

11.5 The information we hold about you is confidential and will only be disclosed:

(a) with your consent;

(b) to our agents and others in connection with running accounts and Services for you;

(c) to investigate or prevent crime; and

(d) if the law, a regulatory body, government, or governmental authority, permits or requires it, even without your consent;

11.6 We may check what you have told us and share information with fraud prevention agencies. It is important that you give us accurate information. If you give false or inaccurate data and we suspect fraud, we will record this in such manner as we think fit.

11.7 We may monitor phone calls with you in case we need to check that we have carried out your instructions correctly and to help improve our quality of service.

12. ANTI-MONEY LAUNDERING CHECKS

12.1 In order to comply with Our obligations under anti-money laundering legislation (including for the avoidance of doubt the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017) 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.

12.2 On Our request, You agree to provide to Us with evidence of Your identity and/or proof of Your 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 at any time in relation to You and any Order made by You. Furthermore, You understand that the Beneficiary's banks may hold up Your payment whilst additional anti-money laundering checks are completed. You accept this is beyond Our control and We shall not be responsible for a delay in delivery of Your funds.

13. PROMOTIONS

13.1 From time to time we may contact you to inform you of forthcoming promotions relating to the Service, only if you have given your consent for receiving such information. If at any time you wish to revoke your consent so that you do not receive such information, please contact us on 028 3026 3207 or by emailing mail@bureaubuttercrane.com

14. CHANGE OF TERMS

14.1 We may amend these terms and conditions from time to time. For example in order to comply with changes in the law or regulatory requirements or due to changes in market conditions.

14.2 If we make any changes to our terms we will do so in writing and notify you by email and/ or post and / or placing a notice on our website. We will also inform you of the date from which any change is to take effect (the "Effective Date"). The Effective Date will be at least 2 months after the date we notify you of the change. Changes that we may to these terms and conditions will normally apply to contracts entered in to after the effective date,

but will also apply to contracts entered in to before the effective date, where we are able to make them do so by Law or regulatory requirements. You will be deemed to have accepted the changes to these terms unless you notify us prior to the Effective Date. This does not affect your right to terminate this contract immediately, without charge, prior to the Effective Date.

15. APPLICABLE LAW

15.1 These terms and conditions will be governed by and construed in accordance with the laws of Northern Ireland. Both you and us agree that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these terms and conditions.

16. DECLARATION

To be signed and dated by all applicants.

I/ We hereby declare and covenant that:

- (a) I/ We have read and understood this document and agree to be bound by the Terms and Conditions within this document.
- (b) All the information provided by Me/ Us is true, accurate and complete to the best of my knowledge.

1st Applicant:

Name:

Signed:

Date:

2nd Applicant:

Name:

Signed:

Date: