

first direct

first direct Travel Money

Terms and Conditions

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first direct Travel Money is provided by **first direct**, a division of HSBC Bank plc. HSBC Bank plc is incorporated in England and Wales and established at 8 Canada Square, London E14 5HQ which is its registered office. HSBC Bank plc is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority and the PRA. HSBC Bank plc's firm reference number is 114216.

Travelex Currency Services Limited ("**Travelex**") (incorporated in England and Wales as company number 3797356 with a registered office address of 65 Kingsway, London, WC2B 6TD) administers some parts of this service on behalf of **first direct**.

In these **first direct** Travel Money Terms and Conditions (the "**Terms**"), unless the context requires otherwise, "we", "us" and "our" means **first direct**, a division of HSBC Bank plc.

The Terms apply to each purchase of foreign currency ("**Travel Money**") you make using the **first direct** Travel Money service.

You may purchase Travel Money from us only for holiday or business travel and not for speculative, investment or any other purposes.

You must **not** order Travel Money other than for legitimate purposes which comply with all applicable laws, rules and regulations. By placing an order, you are confirming to us that you are not ordering Travel Money for illegal purposes.

By placing an order you are confirming to us that you are acting on your own behalf (or if you are acting for business purposes, you are acting on behalf of a business), that you will provide us with any information that we may reasonably require (either before or after your order is placed), that any information you provide to us is true and accurate to the best of your knowledge and that you will not withhold from us any material information.

To purchase Travel Money from us you must be:

- aged 18 years or over;
- resident in the United Kingdom; and
- an HSBC, **first direct** or M&S Bank customer.

Telephone orders can only be placed by customers with a **first direct** current account (**first direct** customers).

If you are placing an order online, you must hold a UK issued **first direct**, HSBC or M&S Bank debit or credit card.

All Travel Money orders must have a minimum value of £100 and a maximum value of £2,500. Those values exclude any delivery charges or other associated fees or charges payable.

Placing an order online (first direct, HSBC and M&S Bank customers)

To place an order online using the **first direct** Travel Money Online website you need to follow the instructions on the ordering screen. You are able to amend your order up to the point at which you click "Buy Now" on the payment details screen.

You may purchase Travel Money from us only in the currencies listed from time to time on the online ordering screen. There are limitations on the denominations of the Travel Money that we supply and we will quote for the nearest available amount to your request.

When your order is accepted, the system will display a confirmation screen setting out the details of your order. Please note the order confirmation number and keep it for future reference.

Please note that we may refuse an order for any reason.

Exchange Rate for orders placed online (first direct, HSBC and M&S Bank customers)

The exchange rate that will be applied to your order will be shown on the online ordering screen. The exchange rates we offer for online orders may be different to the exchange rates we offer for orders placed over the telephone.

Placing an order or over the telephone (first direct customers only)

You may purchase Travel Money from us only in the currencies that we provide and have available at the time of your purchase.

There are limitations on the denominations of the Travel Money that we supply and we will quote for the nearest available amount to your request. Please note that we cannot guarantee that we will be able to supply you with the denominations of notes requested.

When your order is accepted you will be provided with an order confirmation number. Please note the order confirmation number and keep it for future reference.

Exchange Rate for orders placed over the telephone

We will tell you the exchange rate that will be applied to your order before it is completed. The exchange rates we offer over the telephone may be different to the exchange rates we offer for orders placed online.

Charges

You will be told of all charges payable to us before you confirm your order. They will also be shown on your order confirmation.

If you are purchasing Travel Money online using a credit card we will apply a handling fee of 1.5% (minimum £4, maximum £15) of the order value.

We do not charge a handling fee if you pay by debit card.

Paying for your Travel Money

Orders placed over the telephone must be paid for by you providing us with your **first direct** account details from which a Bill Payment (which is a payment made in sterling from your account to an account of a person in the UK, Channel Islands or Isle of Man) can be made and you asking us to debit the relevant amount. We do not accept payments by debit card or credit card for telephone orders.

Orders placed online must be paid for using your UK issued HSBC, **first direct** or M&S Bank debit or credit card.

Payment will be accepted only in Sterling.

Delivery and Collection

Travel Money will be delivered to the billing address for the card used to purchase the order or the address registered against the account from which the Bill Payment was made. You will need to sign for your order.

Travel Money delivered to your card billing address is sent by Royal Mail Special Delivery, unless Royal Mail is unable to guarantee delivery to your address in which case we may use an alternative courier or delivery method.

We aim to have your order delivered to your card billing address by the following times (these depend upon when you confirm your order). Please note that these delivery times are not guaranteed, and in particular deliveries to remote parts of the UK may take longer.

Online orders

- If we accept your order before 2pm, Monday to Friday, we will aim to deliver your Travel Money by 1pm the next working day*.
- If we accept your order after 2pm Monday to Friday, on a Saturday or Sunday, or on a Bank/Public Holiday, we will aim to deliver your Travel Money by 1pm two working days* later.

Telephone orders (first direct customers only)

- If we accept your order before 3pm, Monday to Friday, we will aim to deliver your Travel Money by 1pm the next working day*.
- If we accept your order after 3pm Monday to Friday, on a Saturday or Sunday, or on a Bank/Public Holiday, we will aim to deliver your Travel Money by 1pm two working days* later.

*working day means Monday to Friday excluding UK Bank or Public Holidays

Delivery

If you fail to accept delivery for any reason we will provide you with a refund. However, the value of the Travel Money refunded will be calculated at the “Buy rate” exchange rate applicable when we process the refund not the “sell rate” used at the date of your order.

Please note that any credit card handling charge will not be refunded if you fail to accept delivery.

Cancellation

Once we have accepted your order you cannot amend or cancel it. One of the reasons for this is that the price of Travel Money is dependent on changes in the financial market, which are outside our control.

We may end this contract and cancel this order in the circumstances described below under “Termination”.

Responsibilities (This is important and you should read this paragraph carefully)

If you experience problems with the delivery or any other element of your order, please call 0345 300 1606 quoting your order reference number, if applicable. (Opening hours 8.30am to 5.30pm Monday to Friday. Closed Saturdays, Sundays and Bank Holidays).

If you receive an incomplete order (where some Travel Money is missing) or an incorrect order (where the wrong currency or denominations have been received) please call us immediately on 0345 300 1606 and we will arrange for the error to be rectified.

We will take reasonable care to ensure that any information provided to you as part of this **first direct** Travel Money service is an accurate reflection of the information contained on our computer systems. Where the information is provided by Travelex or another third party and is beyond our reasonable control, we will take all reasonable steps to ensure it is accurate but cannot guarantee that it is accurate or error free.

We will not be responsible for any loss of or damage to your data, software, computer, telecommunications or other equipment caused by you using the **first direct** Travel Money service unless such loss or damage is directly and solely caused by our negligence or deliberate fault.

Unless we have specifically agreed with you otherwise, we shall have no responsibility for:

- any equipment, software or associated user documentation which any person other than us or Travelex produces at any time for use, or which can be used, in connection with this **first direct** Travel Money service; and
- any services through which you access this **first direct** Travel Money service or which you access through this **first direct** Travel Money service which are not controlled by us, or are not controlled by Travelex in connection with this **first direct** Travel Money service.

We shall not be responsible to you if we fail to comply with any of the Terms or you suffer any loss:

- due to abnormal and unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary;
- due to a failure by you to provide us with correct information (including but not limited to the provision of an incorrect delivery address); or
- where this is due to our obligations under European or national law.

Our maximum responsibility to you in respect of each use of the service for a Travel Money order shall be to refund the total purchase price (together with any associated fees or charges) of that Travel Money order.

Nothing will limit our responsibility to you for death or personal injury arising out of our negligence or our fraudulent misrepresentation.

Termination

We may end this contract with you for your order of Travel Money if:

- you are, or we reasonably suspect that you are, using the Travel Money service for an illegal purpose;
- you are, or we reasonably suspect that you may be, acting fraudulently;
- your behaviour is improper, for example you act in a threatening or violent manner towards staff;
- you were not entitled to use the Travel Money service;
- you have not provided us with adequate information to provide you with the Travel Money service;
- we reasonably consider that by continuing with the contract we may break a law, regulation, code, court order or other duty; or
- we reasonably consider that by continuing with the contract we, or another HSBC Group (“HSBC Group” means HSBC Holdings plc, its subsidiaries, associated and affiliated companies) company, may be exposed to action or censure from any government, regulator or law enforcement agency.

If we end this agreement before your order has been fulfilled, we will cancel and/or intercept the delivery of your order and will refund any payment for your order, unless we are prevented from doing so by any law, regulation, code, court order or other duty.

Validation checks

All credit and debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to authorise payment your order will not be accepted.

Your Information

This section explains how we will use information about you once you have placed a Travel Money order.

Confidentiality

Information we hold about you will not be disclosed to anyone (including other members of the HSBC Group), other than:

- where we are legally required to disclose;
- where we have a public duty to disclose;
- where our legitimate business purposes require disclosure,
- where the disclosure is made with your consent; or
- as set out in the terms below.

Tax liability and withholding of income

We may require you to provide us with information and documentation to determine your liability to tax (both within the UK and, where appropriate, overseas), and we may share this information and documentation with domestic and foreign tax authorities to establish your liability to tax in any jurisdiction. If you do not supply us with adequate and timely information and documentation that we have requested, then we may withhold income or a proportion of income, from your account and pass it to domestic or foreign tax authorities. Neither we nor any other member of the HSBC Group shall be responsible to you or any third party for any loss incurred as a result of us or any other member of the HSBC Group taking the actions set out in this clause.

General use and sharing of your information

The HSBC Group may collect, use and share relevant information about you, your transactions, your use of our products and services, and your relationships with the HSBC Group:

- to process applications you make;
- to supply you with products and services you request; and
- for credit assessment, customer service, market research, behavioural scoring, product analysis, insurance, audit and administrative purposes.

This may include information provided by you or someone acting on your behalf. Where appropriate (for example if you have relationships with other members of the HSBC Group in other countries) this information may be shared with the HSBC Group outside of the UK.

We may use other members of the HSBC Group and/or third parties to provide services on our behalf which may include the processing of information about you.

Whether it is processed in the UK or overseas, in accordance with data protection legislation, your information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are subject to.

Crime Prevention, Tax and Debt Recovery

To recover debt, prevent crime, assist in the collection of tax, verify your identity and meet our legal obligations, we may exchange information (both within the UK and, where appropriate, overseas) with other members of the HSBC Group and, where appropriate, with credit reference, debt recovery, fraud prevention, tax and law enforcement agencies, and other relevant organisations including other lenders.

Your information may be processed for the purposes of complying with applicable laws including anti-money laundering and anti-terrorism laws and regulations and fighting crime and terrorism. This may require the disclosure of information to UK or overseas governmental or regulatory authorities or to any other person we reasonably think necessary for these purposes.

In order to prevent or detect fraud, the information provided in the application will be shared with fraud prevention agencies. If you give us false or inaccurate information and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

Further information on credit scoring, credit reference and fraud prevention agencies

Further details explaining how information held by credit reference agencies and fraud prevention agencies may be used is set out in a leaflet entitled "Credit Scoring, Credit Reference and Fraud Prevention Agencies" available on our website firstdirect.com or can be requested by writing to the Fraud Manager, **first direct**, 40 Wakefield Road, Leeds, LS98 1FD. Please write to this address if you require details of the credit reference and fraud prevention agencies we use.

Information about products, services and promotions

If you agree, the HSBC Group may use and share relevant information about you, your transactions and your relationships with the HSBC Group to give you information about products, services (including mortgages) and promotions available from members of the HSBC Group and selected third parties which may interest you by post, telephone, electronic and other means.

We will ask you whether you are happy for us to contact you about such products and services when you open an account. If you change your mind at any time please let us know.

Market Research

The HSBC Group may share relevant information about you, your transactions and your relationships with third party research agencies who may invite you (by post, telephone, electronic and other means) to take part in market research activities for the HSBC Group. **If you do not wish to be contacted for market research purposes please let us know.**

When you use a computer or other device to access websites operated by or on behalf of the HSBC Group and associated third parties, information may be stored and accessed on that device:

- To improve your experience;
- To improve the functionality, security and performance of those websites;
- To provide you with promotional content; and/or
- To provide us with information about how those websites are used and how users arrive at those websites.

In the event that you receive e mails sent by or on behalf of the HSBC Group, such emails may contain technologies to track for market research purposes whether you opened those e mails and whether you accessed internet links contained within those e mails.

You agree to information being stored, accessed and used in this way. Members of the HSBC Group may also exchange, analyse and use relevant information about you in the ways described above to ensure that promotional content displayed to you on screen when you use HSBC Group websites is more likely to be relevant and of interest. Further information is available on our cookie policy, and site terms and privacy statement at our website **firstdirect.com**

Miscellaneous

Under data protection legislation, you can make a written request 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 improve our service and in the interests of security, we may monitor and/or record your communications with us including telephone calls and conversations we have with you in our branches. In the interests of security and for preventing and investigating crime we may use closed-circuit television in and around our premises for the monitoring and collection of sound and/or visual images. Any recordings remain our sole property.

We may make and retain copies of passports, driving licences or other identification evidence that you provide.

We will obtain your written consent before providing a banker's reference about you, however, if we receive a request from another financial services institution we will provide information required to verify your identity for money laundering prevention purposes.

We may share information about you with any third party:

- to whom we transfer, or may transfer, any of our rights and obligations under the Terms; or
- in connection with the sale, acquisition or restructure of any member of the HSBC Group provided that the third party uses such information for the same purposes for which it was supplied to us or used by us.

Third party rights

Your contract with us is personal to you. Nothing in these Terms will confer any benefit on any third party or any right to enforce these Terms.

Transferring our rights

We may transfer our rights and benefits under these Terms at any time, which will not affect your legal rights.

Import and Export Regulations

It is your responsibility to check what, if any, currency restrictions apply in your particular circumstances. We

may advise you of currency restrictions that apply in certain countries, but we accept no responsibility for the accuracy of this information or for any losses incurred by you if you act in reliance on such information. It is your responsibility to check what, if any, currency restrictions apply in your particular circumstances.

Law and Jurisdiction

These Terms and all dealings with us up to the time you confirm your order are governed by the laws of England and Wales. You and we submit to the non-exclusive jurisdiction of the courts of England and Wales. The Terms are in English and all communications we send to you will be in English.

How to complain about our services

Your views are important to us. If we do not deliver the standard of service you expect, or if we make a mistake, we want to know. We will investigate the situation and set about putting things right as quickly as possible. Where appropriate, we will also take steps to avoid making similar mistakes in the future.

Contact us and provide us with the details of your complaint. Where possible, we will try to give you an answer there and then.

You can contact the department concerned in the following ways, from the UK **03 456 100 100** (Text-phone **03 456 100 147**) or from abroad **+44 113 234 5678** (Text Relay **+44 151 494 1260**), by secure e-message ("dissatisfied") or by writing to Customer Relations **first direct**, 40 Wakefield Road, Leeds LS98 1FD.

We intend to resolve your concerns fairly and quickly. In most cases this can be done if you allow the department involved to listen to your concerns, understand the problem and then deliver an effective solution to you. However, if you remain dissatisfied and you would like more information about our process for resolving complaints, please ask for our explanatory leaflet, '**Listening to Your Comments**'.

You may be able to refer your complaint to the Financial Ombudsman Service. You can write to: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.
email: enquires@financial-ombudsman.org.uk

You can call the Financial Ombudsman Service on 0800 0 234 567 or 0300 123 9 123 or send a fax on 0207 964 1001 or simply log on to their website at complaint.info@financial-ombudsman.org.uk