

first direct

first direct Travel Money

Terms and Conditions and purchase agreement

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first direct Travel Money Online is provided by **first direct**, a division of HSBC Bank plc in association with Travelex Currency Services Limited ('Travelex'). In these terms, unless the context requires otherwise, 'we', 'us' and 'our' means **first direct**, a division of HSBC Bank plc.

Use of first direct Travel Money Online

- in order to purchase travellers cheques and/or foreign currency ('Travel Money') from us you must be aged 18 years or over, hold a UK issued credit, debit or charge card and be resident in the United Kingdom
- you may only purchase Travel Money from us for holiday or business travel and not for speculative, investment or any other purposes
- you may only purchase Travel Money from us in the currencies listed from time to time on the online ordering screen.

Placing an order

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

Orders are subject to a minimum value of £100 and a maximum value of £2,500 (excluding any delivery charges, commission or other associated fees or charges payable). Payment will only be accepted in Sterling. 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.

The exchange rate which will be applied to your order will be shown on the online ordering screen. It will be calculated to 5 decimal places and rounded up or down to the nearest penny.

You must provide all the requested information for us to process your order. We also reserve the right to request further information from you should it be required at any time. You acknowledge and agree that we may at any time decline to process your order or part of your order for any reason. For further details of how we will use your personal information please see 'Personal Information'.

The system will display a confirmation screen setting out the details of your order. This confirms receipt of your order but shall not constitute our acceptance of your order. Please print a copy of the confirmation screen for your records. A confirmation email will be sent to the email address supplied, detailing the order reference number.

3D Secure is a payment verification service used by credit card companies and is branded as MasterCard SecureCode and Verified by Visa to prevent credit card fraud.

Depending on the card issuer, 3D Secure is an opt-out option or a required service, and is utilised when using the card to make internet purchases. Cards registered with 3D Secure will be required to enter a SecureCode or Password in order to complete the purchase.

3D Secure verifies the card details provided by you. The system is completely automated and we do not store any of the data as it is provided by the 3D Secure system.

Charges

You will be required to pay for the Travel Money at the time of ordering with a UK issued credit or debit card, which must be registered in your name and have a UK billing address. You authorise us to debit the value of the order together with any delivery charge or commission or other associated fees or charges payable from the card presented for payment.

Credit and debit card issuers may charge a cash advance fee or other charge for your transaction and you will be responsible for paying them. Customers choosing to pay by **first direct** credit card will incur a cash advance fee, the amount of which will vary depending on which card you have this rate may vary, however customers paying by **first direct** debit card will not be charged a cash advance fee. Visit the Credit Card rates section for up to date rates and charges.

If paying by MasterCard credit card online, Travelex will levy a handling fee of 1.5% of the order value (min £4, max £15). This will be shown within your order summary.

We reserve the right to vary existing charges or introduce new ones from time to time at our discretion without notice. You will be notified of any charges payable on screen when you place an order.

All card payments must be authorised by your card issuer. Please note that if we seek authorisation for a card payment and then decline to process the order for any reason these funds will not be available to spend until the authorisation is removed by your card issuer. Whilst we will request removal of the authorisation we have no control over when this request will be actioned.

Delivery

Delivery times and days are not guaranteed. However, we will aim to deliver your Travel Money as follows:

Order confirmed*	Where to?	Order delivered?
Before 2pm Monday to Thursday	Card billing address	Next working day** by 1pm
After 2pm Monday to Thursday	Card billing address	Second working day** by 1pm
Before 2pm Friday	Card billing address	Monday by 1pm (Saturday deliveries are not guaranteed)
After 2pm Friday and anytime Saturday or Sunday	Card billing address	Tuesday by 1pm

* Days quoted are based on working days. If your order falls over a UK public or bank holiday then an additional day(s) will be added.

** Working day means Monday to Friday excluding UK bank and public holidays.

Delivery to certain remote parts of the United Kingdom may take up to three working days.

The Travel Money will be delivered to the billing address for the card used to purchase the order.

Travel Money delivered to your card billing address is sent by Royal Mail Special Delivery and is subject to Royal Mail's Special Delivery conditions. Royal Mail may not be able to guarantee deliveries to certain remote places within the United Kingdom. We reserve the right to use an alternative courier or delivery method.

A signature will be required on delivery/collection.

If you fail to accept delivery for any reason or if you fail to collect your Travel Money and the Travel Money is returned to us by Royal Mail (or by any alternative courier we may use), we will provide you with a refund. However, the amount refunded to your card will be calculated at the rate of exchange applicable at the date of the refund, not the rate used at the time of your order. Any costs incurred as a result of the non-collection or refusal of your order will be borne by you, additionally any applicable charges paid when placing the order will not be refunded.

Any losses incurred by you, which are caused as a result of us delivering your order to a delivery address supplied by you in error, will be borne by you.

Cancellation

Once we confirm your order and it has been paid for 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, at our sole discretion, purchase it back from you at the market rate and on the same terms as are offered for purchase of Travel Money from the public on the date in question. This means you may receive less than the purchase price of the original order.

Issues, errors, replacements and returns

If you experience problems with the delivery or any other element of your online order, please call the advertised helpline telephone number shown on the site.

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 the advertised helpline number shown on the site.

If because of a fault on our part you do not receive your order or if the order you receive is incomplete we will send a replacement. You agree to return the original order (if received) to us by Royal Mail Special Delivery within 14 days. We will reimburse the postage to you.

If we provide a replacement order and you receive the original order, and do not return it to us within 14 days, you authorise us to debit the value of the replacement order together with any delivery charge or commission or other associated fees or charges payable from the card used for the original purchase.

If you receive your order but the value of the Travel Money is greater than that ordered, you agree to return the excess to us by Royal Mail Special Delivery within 14 days and we will reimburse the postage to you. If you do not return the excess to us within 14 days you authorise us to debit the value of the excess Travel Money received together with any delivery charge or commission or other associated fees or charges payable from the card used for the original purchase.

Travellers cheques

We sell and buy back American Express Travellers Cheques. A 1.5% commission is charged for the purchase of Sterling Travellers Cheques when ordered over the phone.

If you buy travellers cheques, you will be subject to the purchase agreement set by American Express Travel Related Services Company, Inc, its subsidiaries, affiliates and representatives ('Amexco'). These are additional terms between you and Amexco, the issuer of the travellers cheques.

You will receive a full copy of the purchase agreement with your order. It is important that you read this purchase agreement carefully when you receive your order as if your travellers cheques are lost or stolen, their face value will only be refunded by Amexco if you have complied fully with these. Please also note the following:

You must sign the travellers cheques in permanent ink on the line where indicated.

- you must safeguard the travellers cheques as a prudent person would safeguard a like amount of cash
- you must promptly notify the issuer or Amexco of the loss or theft of the travellers cheques
- the issuer cannot stop payment on any travellers cheque.

[Please click here for a full copy of Amexco's current travellers cheque purchase agreement.](#)

Import and export regulations

We will make reasonable efforts to 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.

Currency restrictions can also change between the placing of your order and you going abroad and on occasions can influence our ability to fulfil your order.

Personal information

We, other members of the HSBC Group and Travelex may use your personal information in order to process your order or for any other reason relating to the provision of this service. This may include sharing information about you with credit reference agencies and other third parties to help verify your identity and your address.

In order to prevent crime, verify your identity or recover debt, we and /or Travelex may exchange information with other members of the HSBC Group and, where appropriate, with fraud prevention agencies and debt recovery agencies and organisations involved in crime prevention (both in the UK and, where appropriate, overseas). If you provide false or inaccurate information and we suspect fraud this will be recorded. Information held by fraud prevention agencies may be used by lenders and insurers when making decisions about you or others at your address(es) for credit related services or motor, household, credit, life or any other insurance services and for debt tracing, claims assessment and to verify identities to prevent money laundering. Relevant information may also be exchanged with members of the HSBC Group and others to provide you with products and services, for audit purposes and, if required, by appropriate governmental and non-governmental regulators or ombudsmen.

We may use other HSBC Group companies and/or third parties to process information and provide services on our behalf. Whether it is processed in the UK or overseas, your information will be protected, in accordance with data protection legislation, by a strict code of secrecy and security which all members of the HSBC Group, their staff and any third parties are subject to and will only be used in accordance with our instructions.

With your permission, the HSBC Group may exchange, use, analyse and assess relevant information about you and your relationships with the HSBC Group, including the nature of your transactions to give you information about products (including mortgages) and services available from HSBC Group companies and these of selected third parties which may interest you by telephone, post, email, secure e-messaging, mobile messaging and other means. If you do not want us to contact you about products and services that we feel may be relevant to you, please let us know.

Under data protection legislation, you can make a written request for a copy of certain records we hold about you. We may make a charge for this service. The current maximum fee is £10 per request from each individual. You have a right of access to your personal records held by credit and fraud prevention agencies. Please call 0845 301 2781 for details of which credit and fraud prevention agencies we use. For quality purposes and in the interest of security your call may be recorded.

To ensure that your instructions are carried out accurately, to help continually improve our service and in the interests of security, we and/or Travelex may monitor or record your communications with us. Any recordings remain our sole property.

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

We will endeavour to process any order for Travel Money placed by you accurately and without delay. However, to the maximum extent permitted by law, we shall not be liable to you for the following:

1. if we are unable to perform any of our obligations to you due to failure of any technical systems or for any other reason beyond our reasonable control including, amongst other things, war, terrorism, government action, natural disaster and industrial dispute
2. if you suffer any loss arising in connection with the use of or access to the Travel Money Online website (including if the website or the ability to place an order via it is unavailable or impaired in some way) or in connection with any errors or omissions in the content of the Travel Money Online website
3. if you suffer any indirect, or consequential losses, arising in connection with your use of the Travel Money Online website
4. any failure by you to provide us with correct information.

Our maximum liability 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 delivery charge or commission or other associated fees or charges) of that Travel Money order.

Nothing will limit our liability to you for death or personal injury arising out of our negligence or our fraudulent misrepresentation or misstatement or affect your statutory rights.

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.

Changes and termination

We may, with immediate effect, change or withdraw these Terms and Conditions, part or the entire Travel Money Online website, the Travel Money ordering service and any related services for any reason at any time without notice and without liability to you.

If we revise the Terms and Conditions, we will post the revised version on the site, which shall be effective immediately. If you have previously used the service, we recommend that you read the current Terms and Conditions from time to time. By using the site, you will be deemed to have accepted the current Terms and Conditions.

Law and jurisdiction

This contract and these Terms and Conditions shall be governed and interpreted in accordance with English Law. Any dispute, which cannot be resolved between us, shall be resolved exclusively in the English courts.

Purchase agreement

Important: Read this Agreement carefully. The applicable law is the law of the country of the Travellers Cheque issuer.

English is the legally valid and applicable text.

By either buying, signing, accepting or using these Travellers Cheques, issued to you by the issuer name below ('Issuer'), you agree to everything written here:

- (a) To sign your Cheques immediately on the line where indicated;
- (b) Not to resell, consign, or take any similar action to transfer your Cheques to any other individual, company, or entity for resale or reuse.

Refunds: The Issuer will, directly or through its appointed servicing agent, American Express Travel Related Services Company, Inc., its subsidiaries, affiliates and representatives ('Amexco'), replace or refund the amount shown on any lost or stolen Cheque in accordance with applicable laws and only if you meet all of the requirements below:

Before Loss

- You have signed the Travellers Cheques in permanent ink on the line where indicated (Travellers Cheques for Two on both lines in the upper left corner as instructed in the box below).
- You have not countersigned the Travellers Cheques on the line indicated.
- You have not given the Travellers Cheques to another person or Company to hold or to keep, or as part of a fraudulent scheme.
- You have not used the Travellers Cheques in violation of any law, including as part of an illegal bet, game of chance, or other prohibited action.
- Your Travellers Cheques have not been taken by court order or by government action.
- You have safeguarded the Travellers Cheques as a prudent person would safeguard a like amount of cash.

After Loss

- You promptly notify Issuer or Amexco of the loss or theft of the Travellers Cheques.
- You promptly report all facts of the loss or theft to the Issuer or Amexco, and also to the police if Issuer or Amexco ask you to.
- You promptly inform Issuer or Amexco of the serial numbers of the lost or stolen Travellers Cheques and the place and date of their purchase.
- You promptly complete the refund forms provided by Issuer or Amexco and provide Issuer or Amexco with acceptable proof of your identity.
- You give Issuer or Amexco all reasonable information and help requested to make a complete investigation of the loss or theft. Issuer reserves the right to investigate the loss or theft and to verify compliance with this Purchase Agreement and shall not be responsible for any delays resulting from such an investigation.
- Please note that for quality assurance purposes your telephone call to Issuer or Amexco may be monitored or recorded and that you consent to such monitoring and recording.

No Stop Payment: The Issuer cannot stop payment on any Travellers Cheque.

Upon purchase immediately sign your Travellers Cheques on the line where indicated (Travellers Cheques for two on both lines in the upper left corner).

Signing instructions for Travellers Cheques for Two: Both lines in the upper left corner of your Cheques must be signed immediately, with the purchaser signing the first line immediately upon receipt and the other authorised user signing the second line as soon as possible thereafter. If there is no other authorised user, or if the purchaser is traveling alone, he must sign both lines immediately upon receipt.

American Express Travel Related Services Company, Inc., is the designated servicing agent of the other Travellers Cheque Issuers.

Travellers Cheque Issuers:

US Dollar, Canadian Dollar, Australian Dollar, Japanese Yen, and Euro issued by:

American Express Travel Related Services Company, Inc.

Registration number: 13-3133497

Registered Office: American Express Tower, World Financial Centre, New York, N.Y. USA

Swiss Franc issued by:

Swiss Bankers Travellers Cheque Center

Kramgasse 4, CH-3506 Grosshochstetten, Switzerland

Pound Sterling issued by:

Travellers Cheque Associates Ltd.

Registration Number: 159 15555

Registered Office: 154 Edward Street, Brighton, BN2 2LH, England