

## 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) - referred to in these terms as a "Buy Travel Money Transaction"; and
- (b) sell Travel Money to us, referred to in these terms as a "Sell Back & Collect Transaction", through <https://www.nmmoney.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") 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.** NM Money - Travel Money is a trading name and trademark of eurochange Ltd. Registered in England and Wales at Russell House, Elvicta Business Park, Crickhowell, Powys NP8 1DF. Company No. 02519424

2.2 **How to contact us.** You can contact us by writing to us at [customerservices@nmtravelmoney.co.uk](mailto:customerservices@nmtravelmoney.co.uk) or Administration NM Money- Travel Money, 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. It is important that you pay us on time, otherwise we may not be able to provide you with your required Travel Money 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 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 two 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 debit card or via bank transfer and your Travel Money 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 debit card or via bank transfer and collect your purchased Travel Money from your requested Eurochange branch.

4.2 **Sell Back & Collect Transactions.** This is where you agree the exchange rate to sell your unused Travel Money to us online and you deliver your unused currency to your requested Eurochange or NM Money 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 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 card on the Website in which case confirmation of your payment should be instantaneous;

Payments by debit 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 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 you enter into a Sell Back & Collect Transaction you must attend the Eurochange / NM Money 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 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, 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 GBP

If:

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

#### 4.6 Minimum and maximum order amounts.

P&C 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), and a maximum order value of £2500 sterling for P&C transactions and £2500 sterling for Sell Back & Collect transactions.

Home Delivery Transactions have a minimum transaction value of £1500 sterling for Euro and US dollars (£750 sterling for all other currencies) and a maximum order amount of £2,500 sterling.

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

- 4.9 **Receipt of Travel Money from you.** Upon our receipt of the Travel Money, 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

## 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, or GBP (as applicable) to you, for example, verification of your identity or address. We will contact you in writing or when you attend a Eurochange / NM Money 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 and / or GBP 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 are signed for at your home delivery address or when the Travel 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](http://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 We do not deliver travel money for amounts with a value of less than £1500 sterling for Euro and US dollar (less than £750 for all other currencies).
- 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](http://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 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 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 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 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 for Pay & Collect Transactions to anyone other than the cardholder.

## 9. CANCELLATIONS

Should you wish to cancel your Home Delivery or Pay & Collect order you will be issued a refund minus a £10 cancellation charge. If you fail to collect your Pay & Collect order within 7 days of your chosen collection date, you will also be charged the cancellation fee. Home Delivery orders cannot be cancelled after 1pm on the day of dispatch. If after your order is cancelled you still want to purchase Travel Money from us a new order will need to be placed.

Orders can be cancelled by sending a cancellation request detailing your reason to [customerservices@NMTravelMoney.co.uk](mailto:customerservices@NMTravelMoney.co.uk)

## 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@nmtravelmoney.co.uk](mailto:customerservices@nmtravelmoney.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.

## 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 and/or GBP (as applicable) to you;
- (b) to arrange for the delivery of your Travel Money including passing your name and address onto Royal Mail;
- (c) to process your payment; and
- (d) 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@nmtravelmoney.co.uk](mailto:customerservices@nmtravelmoney.co.uk).

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.

13.4 Upon completion of your transaction with NM Money, you will be sent an email request for a review of your experience via the third party Trustpilot. This not a marketing email, it is a request for a review of our service. You will receive a follow up email if you do not respond to the first review request. You can unsubscribe from Trustpilot at any time by clicking the link in the footer of the email - this includes all review invitation emails from all merchants using Trustpilot's review invitation service.

## 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, 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.