

# Travelex Online Ordering Terms and Conditions – Thomas Cook

## 1. Who We Are

The Travelex online ordering facility known as a Foreign Currency Notes service (the "**Service**") is provided by Travelex Limited (ABN 36 004 179 953, AFSL 222444), referred to as "**Travelex**", "**we**", "**us**" or "**our**". Thomas Cook ABN 92 620 276 735 ("**Thomas Cook**") acts as a distributor for the Service. Thomas Cook is not responsible for and does not guarantee this Service. Amounts paid for the Service and the foreign currency do not represent a deposit with, or any other liability of Thomas Cook. The Travelex Registered Office is at: Level 28, 20 Bond Street, Sydney NSW, registered in Australia. You can also contact us on ThomasCookAustraliaOnlineOrders@travelex.com.

## 2. What these Terms apply to

- a) These Terms and Conditions apply to the Service when it is used as an online ordering facility for the purchase of foreign currency cash ("**Online Foreign Currency**").
- b) By placing an order for Online Foreign Currency on the website <https://www.partners.travelex.com.au/tcook/Basket> ("**Website**"), you confirm that you have read and understood these Terms and Conditions and agree to be bound by them.

## 3. Use of the Service

- a) The Service is only available to individuals aged 18 years or over and who are resident in and accessing the Service from Australia via the Website. The Service may be used to purchase Online Foreign Currency for holiday or business travel only and not for speculative, investment or any other purposes.
- b) Travelex may, in its sole discretion, refuse to provide the Service to any person for any reason. Travelex will not be liable for any cost, loss or damage incurred by you if we refuse to provide the Service to you.

## 4. Placing an Order

### a) Order processes:

1. To place an order, you must follow the instructions on the ordering pages of the Website. You are able to correct errors on your order up to the point at which you click on the "Submit Your Order" button on the "Confirm" page. Once you have entered the ordering screen you must complete your order before your session times out otherwise you will have to restart the order process.
2. You must provide the requested information for us to process your order. We reserve the right to request further information from you at any time to enable us to complete your order and/or to comply with regulatory requirements. We will use various procedures to authenticate each transaction. By placing an order, you confirm that the details contained in the order are correct in all respects.

### b) Order and Collection Dates:

1. **Order Date:** You should place your order and pay for your order. Please note:
  - (i) For metropolitan areas (except WA) at least 2 Business Days in advance of your expected collection date if you pay by Debit Card or Credit Card.

- (ii) For non-metropolitan areas, at least 3 Business Days in advance of your expected collection date if you pay by Debit Card or Credit Card.
- (iii) At least 5 Business Days in advance of your expected collection date if you pay via BPAY®.

Please allow for an extra Business Day if you order after 2:30pm (Sydney Time).

2. **Collection Period and Collection Date:** The available collection dates are highlighted during the ordering process (**Collection Period**). You must choose one of the highlighted Travelex retail Store Business Days as your nominated collection date. We will use our reasonable endeavours to meet your nominated collection date, but we will not be liable for failing to do so. We may change the Collection Period from time to time at our sole discretion.
3. **Change Collection Date:** You may change the collection date provided that you contact us at least 4 Business Days prior to your nominated collection date. The new collection date must fall within the Collection Period.

**c) Order Limits**

1. All online orders for Online Foreign Currency are subject to:
  - (i) A minimum order value of AUD100.00 (or foreign currency equivalent) per currency;
  - (ii) A minimum order value of AUD500.00 (or foreign currency equivalent) per order;
  - (iii) An aggregate maximum order value (within a 24 hour period) of AUD5,000.00 (or foreign currency equivalent) per order; and
  - (iv) An aggregate maximum order value within a 21 calendar day period of AUD20,000.00 (or foreign currency equivalent).
2. The limits set out above apply to an order for Online Foreign Currency via the Website only and may be different to the limits imposed when purchasing foreign currency in any Travelex branch. These limits are subject to change from time to time at Travelex's sole discretion.
3. Online Foreign Currency availability may be subject to monetary limits, currency exchange and country restrictions in addition to the limits set out in above.

**d) Currencies and Denominations**

1. The Service is only available for the currencies listed from time to time on the ordering pages of the Website. These currencies are subject to change from time to time at Travelex's sole discretion.
2. You cannot select your preferred currency denominations on the Website. The amount of Online Foreign Currency ordered will be rounded to the nearest banknote denomination for the relevant currency as determined by Travelex.

**e) Collection Location**

When you place your order for Online Foreign Currency, you must select a Travelex retail store where you want to collect the Online Foreign Currency ordered ("**Collection Location**"). You cannot change the Collection Location after the order has been submitted.

**f) Exchange Rates**

The exchange rates quoted on the Website are subject to change. We will use the exchange rate at the time we receive your order. The exchange rate applicable to your transaction is the rate set out in your Email Slip.

**g) Order Confirmation**

1. After you click on the "Pay Now" button on the "Pay" page, you place your order with us and we receive your order, and the system will display a confirmation page setting out the details of your order.
2. You cannot change any order you place with us.
3. We may, at our sole discretion, accept or reject any order we receive.
4. **You offer to acquire the Service under these terms and conditions at the time you place an order under clause 4(g)(1). We will communicate our acceptance by sending you the confirmed order details by email ("Email Slip"). Acceptance of your order is conditional on receipt of payment and completion of certain checks required by law.**
5. The title to any Online Foreign Currency you have purchased will transfer to you immediately upon dispatch by us of the order Email Slip.

6. We will hold your Online Foreign Currency you have ordered as bailee until you collect your order. You accept that where we do not stock the Online Foreign Currency at the time your order is accepted, you authorise us as your agent to procure it for you and hold it until collected by you.
7. Please print the Email Slip and have it with you at the time of collection.

#### **h) Definitions**

Unless specifically provided otherwise:

**AEST** means Australian Eastern Standard Time.

**Business Day** means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the state or territory where the Collection Location is situated.

**Store Business Days** means the days that the selected Travelex retail store is open for business.

## **5. Payment via Debit/Credit Card**

- a) For orders paid for by Debit Card or Credit Card, your card will be debited with the relevant amount once you press "Pay Now" on the "Pay" page. To protect you against fraud we require the card used to pay for an order to be presented at the time of collection.
- b) The cardholder of the card and the person placing and collecting the order must be the same person. You must ensure that the card is registered in your name and your account has sufficient funds available to cover your order and any applicable fees. Third party Debit Card or Credit Card payments are not allowed.
- (c) Orders cannot be paid for by Prepaid Cards, VCARD or VIRTUALMC (or any other virtual card or virtual card number). We only accept payment by a physical Debit or Credit Card that can be presented in person at the time of collection. The physical Debit or Credit Card must display the name of the customer as it appears on the order.

## **6. Payment via BPAY<sup>®</sup>**

- a) **If you choose BPAY as your payment method, you must make payment within 12 hours of the placement of your order.** If you do not pay within this timeframe, we may cancel your order.
- b) Payments via BPAY must be made from the account of the person obtaining the Service and submitting the order on the Website and not from a third party bank account.
- c) You must use a bank account with sufficient funds available to cover your order and any applicable fees.

## **7. Collecting your Order**

- a) Orders can be collected by the person who made the order from the Collection Location set out in the Email Slip during Travelex retail store opening hours. Please check the Thomas Cook website for the Travelex retail store opening hours and allow sufficient time to make your collection before departing. We reserve the right to change the Collection Location and/or collection time by notifying you prior to the collection date if we are unable to fulfil your order from your nominated Collection Location or by your nominated collection date/time.
- b) At the time of collection you must produce the following:
  1. If you paid by Debit or Credit Card, the card with which the order was paid for; and
  2. A print out of your Email Slip or your order reference number; and
  3. One form of identification (original only) from the following: current Passport or current Australian Driver's Licence.

For the avoidance of doubt, if you do not bring the relevant documents listed above at the time of collecting your order, you will not be able to collect your order.

- c) The name on the Debit or Credit Card you used to pay for the order must match the name on the identification presented at the time of collection. We will not release your order if the card used to pay for the order is not presented or if payment has been made by a cardholder who is not the person placing and collecting the order.
- d) You will be required to sign for your order at the time you collect it.
- e) In order to comply with our anti-money laundering and other legal obligations and our internal risk and fraud policies, you may be requested to provide further information and identification documents (such as proof of residential address) and we may take a copy of your identification documents and other documents at the time of collection.

***The above requirements are in place to enable us to comply with laws and regulatory requirements and to help to protect you against fraud.***

## **8. Fees and Charges**

- a) **Total Amount:** The total sum payable by you for the purchase of Online Foreign Currency will be shown on the "Pay" page.
- b) **Commission:** If you use the Service via this Website to purchase Online Foreign Currency, you will not be charged a commission
- c) **Debit or Credit Card fees:** Payment by card will incur a non-refundable card surcharge of **0.77%** for Debit MasterCard, **0.94%** for Credit MasterCard, **0.72%** for Visa Debit and **1%** for Visa Credit of the total order value (these surcharges may change from time to time). This will be shown within your order summary on the "Confirm" page on selection of the payment option. If you choose to pay by Debit or Credit Card, your card issuer may charge a cash advance fee which will be shown separately on your Credit Card statement. We have no control over and are not liable for such fees.
- d) **Variation: We reserve the right to change any fee or commission set out in this clause 8 or add a new fee or commission at any time.**

## **9. No cancellation of Orders**

- a) You may not reverse or "cancel" an order once you have made payment for your order.
- b) Notwithstanding clause 9(a) you may visit a Travelex retail store to sell your Online Foreign Currency to Travelex at Travelex's applicable buy rate of the day, which may be more or less favourable than the rate at which you originally purchased and may be subject to terms and conditions applicable on the day. Any commission or GST that you paid on the original order will not be refunded.

## **10. Uncollected Orders**

- a) If we are notified that you have failed to collect your order from the Collection Location (including by failing to satisfy our requirements under clause 7), your order will be marked as uncollected and we will use reasonable endeavours to contact you to arrange an alternative collection date. In the event that we are unable to contact you within 90 days of the date that our contract was formed and you have not collected or proceeded to reverse your transaction in accordance with these terms and conditions then the Online Foreign Currency held by us at that time will be treated as unclaimed moneys.
- b) Please note that consumers are protected by certain statutory rights which cannot be excluded by agreement. Any provision of this agreement which seeks to restrict or exclude those rights may be open to challenge by you.

## 11. Personal Information and Security

- a) We use secure server software to make our Internet transactions secure. You should review our [Privacy Policy](#) to find out how we may use and disclose your personal information. You agree that all information provided by you is true and correct, that any material information will not be withheld and you will provide us with any additional information that may be required by us. By using the Website and Service you agree with our Privacy Policy.
- b) All Debit Card and Credit 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.
- c) The personal information that we collect within the course of providing the Service to you is for the purpose of fulfilling our obligations under the AML/CTF Act 2006. This Service cannot be provided without us collecting this information for this purpose.

## 12. Limiting our Liability

- a) We use reasonable care and skill in providing the Service. However, 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 reasons beyond our reasonable control including but not limited to war, terrorism, government action, natural disaster, and industrial dispute;
  - 2. for any damage to your computer equipment or other facilities as a result of using the Website or the Service;
  - 3. for any monetary limits, currency exchange restrictions, country restrictions or any other restrictions or limits outside of Travelex's reasonable control (including but not limited to any prohibitions on bringing currencies into a country);
  - 4. for any indirect, or Consequential Losses suffered or incurred through your use of the Website or the Service however caused ("Consequential Loss" means any loss which is: (1) consequential upon another loss; (2) loss of income or revenue; (3) a loss of opportunity or goodwill; (4) a loss of profits; (5) a loss of savings; or (6) a loss of data; and
  - 5. damages, losses, claims or expenses suffered as a result of the act or omission of a third party which is beyond our reasonable control.
- b) Our maximum liability to you in respect of each use of Service for the purchase of Online Foreign Currency shall be to refund the purchase price of that order.
- c) The disclaimers and limitations of liability in these terms shall not apply to any damages arising from death or personal injury caused by the negligence of Travelex or any of its employees or agents or for fraud.
- d) If any provisions of these terms 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. This does not affect your statutory rights.

## 13. Sanctions

Under Australian laws we are prohibited from dealing with sanctioned individuals or entities. If it appears that you are a sanctioned person, or are acting on behalf of a sanctioned person or entity, we may be required to suspend or stop providing the Service to you. We may also be required to freeze any transactions with you and freeze any assets of yours which we hold. In addition, Travelex does not accept identification from certain countries due to various local and international sanction regulations affecting those countries. These processes may cause a substantial delay in providing the Service to you or may prevent us from providing the Service to you.

## **14. Indemnity**

You must indemnify us from and against all claims, liabilities, damage, suits and losses, made against or suffered by us as a direct result of:

- a) your fraudulent, wilful or negligent act or omission;
- b) any breach of these Terms and Conditions by you;
- c) your act or omission which causes us to be in breach of any law or regulation; or
- d) personal injury or death, or property damage caused or contributed to by you.

## **15. Alteration of Terms**

We may, at any time, with immediate effect, in respect of future orders, change or withdraw the Website, the Service and these terms without liability to you. If we revise these terms, we will post the revised version on the Website. By using the Service or placing orders after we have changed these terms, you will be accepting the changes.

## **16. Third Party Rights**

When you place an order for Online Foreign Currency via the Service and we receive your payment for the order and accept your offer to enter into the contract for the related Service, we are entering a contract with you personally. Nothing in these terms will confer any benefit on any third party or any right to enforce these terms, on any third party.

## **17. Law and Jurisdiction**

Our relationship shall be governed and interpreted in accordance with the laws in the State of New South Wales. Any dispute, which cannot be resolved between us, shall be resolved in the courts of New South Wales.

## **18. Complaints and Compliance**

- a) If you have any comments or complaints in respect of our Services, please contact us on 1800 088 621, available 24/7 or by email to [ThomasCookAustraliaOnlineOrders@travelex.com](mailto:ThomasCookAustraliaOnlineOrders@travelex.com).
- b) You must comply with all laws and regulations binding on you, including complying with all obligations under, and not breaching, the anti-money laundering legislation or any other applicable laws.