

Foreign Cheque Encashment Terms and Conditions

These terms apply when you submit a foreign currency cheque to Travelex Limited (ACN 004 179 953) (**Travelex, we, us**) for conversion into Australian dollars. By submitting a foreign currency cheque to Travelex, you agree to these terms.

Definitions:

Cheque: a cheque drawn on a non-Australian financial institution in one of the following foreign currencies: USD, CAD, and GBP. Currencies accepted are subject to change without notice. The Cheque must not be stale or become stale during the processing period of up to 12 weeks.

Clearing Bank: any correspondent bank, intermediary, partner or third-party service provider used to deliver, process or clear the Cheque.

Proceeds: amount received from Travelex in AUD, less applicable fees/charges.

Service: the Cheque conversion service offered by Travelex, including conversion into AUD, presenting the Cheque through Clearing Bank(s) to obtain cleared funds and paying Proceeds into your nominated Australian bank account.

AML/CTF laws: the Anti-Money Laundering and Counter-Terrorism Financing Act 2006.

2. **Our role** You appoint Travelex to accept the Cheque, convert anticipated Proceeds into AUD, send the Cheque to a Clearing Bank to clear the Cheque, and pay Proceeds in AUD to your nominated Australian bank account. We do not purchase the Cheque, guarantee payment, or act as the issuing/paying bank.

3. **Name of recipient** The recipient name on the Cheque and the name of the account holder must match. Jointly named Cheques will not be accepted.

4. **Payment time** You acknowledge that it may be up to 12 weeks before the Proceeds are deposited into your nominated bank account in AUD (at the rate determined at the time of Cheque presentation). Any indicative timeframes provided are estimates only and not guaranteed.

5. **Dishonour, non-payment, theft, loss, destruction** You bear the risk that a Cheque is dishonoured, returned unpaid, recalled, reversed, fraudulent, otherwise not accepted by a Clearing Bank, lost, stolen or destroyed in transit (including after funds were previously credited). If this occurs, you must immediately repay Travelex any amount paid/credited to you, plus any applicable fees/charges. We may recover amounts owing by set-off or other lawful means.

6. **Fees and charges** You must pay all fees and charges applicable to the Service, including the Foreign Cheque Service Fee charged by Travelex at the time you hand over

the Cheque. We may deduct fees from Proceeds or charge them separately. Fees may be payable even if the Cheque is not successfully cleared.

7. **Third parties and information sharing** We may use third-party providers to provide the Services, and may share information and documents about you and the Cheque as required to process the transaction and meet legal and regulatory obligations. Refer to our Privacy Policy at www.travelex.com.au to find out how we may use and disclose your personal information.

8. **Liability To the maximum extent permitted by law** Travelex is not liable for acts, omissions, delays of Clearing Banks, dishonour/non-payment, theft, loss or destruction, exchange rate movements, or indirect or consequential loss; and our total liability is limited to the Fees paid to Travelex for the Cheque Service. Nothing in these terms limits any rights or guarantees that cannot be excluded under the Australian Consumer Law.

9. **Indemnity** You indemnify Travelex for losses, costs and claims arising from dishonour/non-payment of the Cheque, inaccurate/incomplete information you provide, or fees imposed by third-party banks/institutions in connection with the Service.

10. **Compliance** We may collect and verify your identity and other information, and make reports, as required by Australian AML/CTF laws and other legal obligations. You must provide information and documents we reasonably request; we may refuse or stop providing the service if requirements are not met.

11. **Relationship** We confirm there is a genuine and legitimate personal or business connection/relationship between me/us as the depositor and the cheque drawer.

12. **Changes and withdrawal** We may change these terms or withdraw the service from time to time. The version in effect at the time you submit your Cheque will apply, unless we are required by law to apply an updated version.

13. **Governing law** These terms are governed by the laws of New South Wales, Australia.