

Terms and Conditions for Wires (Telegraphic Transfers)

1. You understand and acknowledge that a payment by Us by way of an international Telegraphic Transfer is undertaken by You at Your sole risk and that neither Travelex Financial Services NZ Limited ("Travelex") or any of its associated companies, subsidiaries and or agents will be liable for any delay, mistake, act or omission which may occur in the transmission of such a payment provided Travelex has used its reasonable endeavours to act upon the Instructions received by it. You agree to indemnify and hold Travelex harmless against all losses damages and expenses incurred by You in relation to any telegraphic transfers made by Us upon Your Instructions.
2. You will indemnify Travelex from any liability incurred by it in respect of the misinterpretation of Instructions by it or any of its associated companies, subsidiaries or agents as a consequence of the illegibility of the Instructions received by Us, or failure of such Instructions to accurately identify the Payee.
3. In addition to the fees charged to You by Travelex for sending payments by Telegraphic Transfer, Correspondent Banks may impose their own additional fees or charges which may be deducted from the amount paid to You or Your beneficiary.
4. You understand and agree that Travelex may be unable to transfer full value to the place of payment of a Telegraphic Transfer due to applicable exchange, regulatory, taxation or other restrictions or due to charges or fees imposed by a Correspondent Bank.
5. Travelex shall not be liable for any act or omission of any Correspondent Bank or paying bank for any error or delay in transmission.
6. You irrevocably authorise Travelex to rely upon the Instructions as constituting genuine, true, accurate, complete and enforceable Instructions. We have no duty to obtain confirmation or make enquiry as to the validity of any Instruction. At Our sole discretion, We may decline to act upon any Instructions or request verification of any Instructions. We shall not be liable to You for any loss, claim or liability arising as a result of Our failure or delay to act on such Instruction.

Key terms

Unless the context requires otherwise:

Correspondent Bank means any correspondent, intermediary or beneficiary bank(s) which facilitate the sending or payment of a telegraphic transfer that is provided by Travelex to You in accordance with these Terms and Conditions.

Customer means the person undertaking the relevant transaction or purchasing the product or service.

Instruction means a communication, including without limitation that:

- a. contains the information required by Travelex to enable Travelex to give effect to the communication;
- b. is received by Travelex in writing, by facsimile, SWIFT, telephone or via Travelex's electronic instruction system or such other means as are for the time being agreed by You and Travelex; and
- c. Travelex believes in good faith to have been given by the Customer.

Payee means the person to whom money is to be, or has been, paid.

'We, Our, Us' means Travelex Financial Services NZ Limited or authorised agent as the case may be.

'You, Your' means a Customer.