

Travelex Online Ordering Terms and Conditions - New Zealand

Travelex Online Ordering Terms and Conditions

1. Who We Are

The Travelex online ordering facility (the "**Service**") is provided by Travelex Financial Services NZ Limited, referred to as "**Travelex**" or "**we**" or "**us**" or "**our**". Our Registered Office is at: Level 14, Brookfield House, 19 Victoria Street, Auckland, registered in New Zealand. You can also contact us on TravelMoneyOnline@travelex.co.nz.

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**") and Travelex Money Cards from Travelex ("**Travelex Money Card(s)**").
- b) By placing an order for Online Foreign Cash or Travelex Money Cards on this website ("**Website**"), you confirm that you have read and understood these Terms and Conditions and agree to be bound by them.
- c) If you are using the Service to reload an existing Travelex Money Card or Multi-currency Cash Passport card, refer to the Online Travelex Prepaid Card Reload Terms and Conditions for the applicable terms and conditions.

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 New Zealand via the Website. The Service may be used to purchase Online Foreign Currency and Online Travelex Money Cards 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 "Pay Now" button on the "Pay" 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:
 - (i) at least 1 Business Day (for collection at an airport location) to 3 Business Days (for collection at a non-airport location) in advance of your expected collection date if you pay by credit card or debit card;
 - (ii) at least 3 Business Days (for collection at an airport location) to 5 Business Days (for collection at a non-airport location) in advance of your expected collection date if you pay via Bill Payment.
 - (iii) Please allow for an extra Business Day if you order after 2:30pm (NZST).
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 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 and Online Cash Passport are subject to:
 1. A minimum order value of NZD 100.00 (or foreign currency equivalent) per currency;
 2. For Online Foreign Currency and Online Travelex Money Card combined orders, a minimum value of NZD100 for the Online Travelex Money Card component of the order;
 3. A minimum order value of NZD250.00 (or foreign currency equivalent) per order;

4. An aggregate maximum order value (within a 24 hour period) of NZD5,000.00 (or foreign currency equivalent) per order; and
 5. An aggregate maximum order value within a 21 calendar day period of NZD20,000.00 (or foreign currency equivalent).
2. The limits set out above apply to an order for Online Foreign Currency or Online Travelex Money Cards via the Website only and may be different to the limits imposed when purchasing foreign currency or a Travelex Money Card in a store. These limits are subject to change from time to time at Travelex's sole discretion.
 3. 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 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, you must select a collection location from the stores listed as collection locations during the ordering process ("**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 confirmation email.

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. **If we receive your order, you offer to acquire the Service under these terms and conditions sought in your order at the time when we have authorised your Visa®**

or MasterCard® credit/debit card payment or we have received your Bill Payment payment for your order and you have satisfied our anti-money laundering requirements, and which offer we may in our discretion accept by sending you a confirmation email relating to your order.

5. The title to any Online Foreign Currency you have purchased will transfer to you immediately upon dispatch by us of a confirmation email confirming your order. The title to an Online Travelex Money Card you have purchased will transfer to you upon collection of the Online Travelex Money Card.
6. We will hold any 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 confirmation email and bring it to the nominated Collection Location.

i) Definitions

Unless specifically provided otherwise:

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

NZST means New Zealand Standard Time

Store Business Days means the days that the selected branch is open for business.

5. Payment via Credit/Debit Card

a) For orders paid for by credit card or debit 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 credit or debit 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 credit or debit card that can be presented in person at the time of collection. The physical credit or debit card must display the name of the customer as it appears on the order.

6. Payment via Bill Payment

a) **If you choose Bill Payment 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 will cancel your order.

b) Payments via Bill Payment 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 confirmation email during branch opening hours. Please check the Website for 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 credit or debit card, the card with which the order was paid for; and
2. A print out of your confirmation email or your order reference number; and
3. One form of identification (original only) from the following: current Passport or current New Zealand Driver's Licence (plus a valid credit or debit card in your name if you paid via Bill Payment).

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

c) The name on the credit or debit 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 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 any commission.
- c) **Credit Card or Debit Card fees:** If you wish to pay by MasterCard or Visa credit or debit card, we will charge a non-refundable card surcharge of **1.8%** of the total order value. This will be shown within your order summary on the “Pay” page on selection of the payment option. If you choose to pay by credit or debit 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. Cancellation Terms

a) No cancellation of Online Foreign Currency orders

1. You may not reverse or “cancel” an order for Online Foreign Currency once you have made payment for your order.
2. If you wish to reverse your Online Foreign Currency transaction, you will need to attend a Travelex store to sell your Online Foreign Currency to Travelex on such terms as both parties agree.

b) Cancellation of Online Travelex Money Card orders

1. You may cancel an Online Travelex Money Card initial purchase at any time prior to collection.
2. To cancel an order for an Online Travelex Money Card you must notify us by contacting our Customer Service Centre either by phone on 0800 666 391 (if overseas, please call +61 2 9696 9299) or by email to TravelMoneyOnline@travelex.co.nz. Operating hours are Monday-Friday 7am-7pm; and Saturday and Sunday 9am-5pm (Australian Eastern Standard Time). You will need to provide your details and your order reference number.
3. **If you paid by credit/debit card:**
 - Your Online Travelex Money Card order will be refunded to your card less the card surcharge of 1.8%. Travelex does not refund cash advance charges charged by your card issuer.
 - Please note that, as refund processing is subject to your card issuer’s timeframes, it may take up to 10 Business Days after we receive your cancellation request for a credit/debit card refund to be processed and available in your account.

- Due to security reasons and to protect you from fraud, credit/debit card refunds can only be made to the card from which the payment originated.
4. **If you paid by Bill Payment:**
- Your Online Travelex Money Card order will be refunded by returning the original Bill Payment to your bank account.
 - Please note that, due to the banking system, it may take up to 10 Business Days after we receive your cancellation request for the refund to reach your bank account.
 - Due to security reasons and to protect you from fraud, Bill Payment refunds can only be made to the account from which the payment originated.
5. You cannot cancel reloads of Travelex Money Cards that have been completed via the Service. See the Online Travelex Prepaid Card Reload Terms and Conditions for details.

10. Uncollected Orders

- a) Should you fail to collect your order from the Collection Location within 72 hours after your nominated collection date (including by failing to satisfy our requirements under clause 7), your order will be marked as Uncollected and we will 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, cancelled or proceeded to reverse your transaction (as applicable) in accordance with these terms and conditions then the funds held by us at that time will be treated as unclaimed moneys.
- b) The provisions of this clause do not affect your statutory rights.

11. Travelex Money Cards Product Disclosure Statement and Terms & Conditions Brochure

- a) If you purchase an Online Travelex Money Card via the Service, in addition to these terms and conditions, you must read and agree to the Travelex Money Card Product Disclosure Statement and Terms & Conditions Brochure (“**Terms and Conditions Brochure**”).
- b) Online Travelex Money Cards are subject to the Terms and Conditions Brochure and by submitting an Online Travelex Money Card order via the Service you acknowledge that you have (i) received the Terms and Conditions Brochure;(ii) have read, agreed to and will be bound by the relevant terms and conditions as set out in the Terms and Conditions Brochure; and agree to receive the Terms and Conditions Brochure online.
- c) Where there is any inconsistency between these Online Ordering Terms and Conditions and the terms of the Terms and Conditions Brochure, these Online Ordering Terms and Conditions shall prevail to the extent of any inconsistency in regard to the purchase of an Online Travelex Money Card using the Service.

12. 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.

b) All credit and debit 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.

13. 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); and
4. for any indirect, or consequential losses, claims or damages (including without limitation loss of profit, loss of production, loss of contracts or loss of opportunity) suffered by you or incurred from your use of this Website or the Service however caused.

b) Our maximum liability to you in respect of each use of Service for the purchase of Online Foreign Currency or Online Travelex Money Cards shall be to refund the purchase price of that order. 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. 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.

14. Sanctions

Under New Zealand 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. These processes may cause a substantial delay in providing the Service to you or may prevent us from providing the Service to you.

15. 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.

16. 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 Website or placing orders via the Service after we have changed these terms, you will be accepting the changes.

17. 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.

18. Law and Jurisdiction

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

19. Complaints and Compliance

- a) If you have any comments or complaints in respect of our Services, please contact us on 0800 666 391 (if overseas, please call +61 2 9696 9299). Operating hours are Monday to Friday 7am to 7pm; Saturday 7am to 5pm (Australian Eastern Standard time) and Sunday 9am to 5pm (Australian Eastern Standard time) or by email to TravelMoneyOnline@travelex.co.nz.
- 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.