

OVERSEAS FUNDS TRANSFER TERMS & CONDITIONS

These terms and conditions together with any terms and conditions implied by law, form the agreement between You (the customer) and Us (Unity Trust Bank) relating to the transfer of funds overseas("the Service") on receipt of a request ("Request") from You. **Please retain a copy for your reference.**

DOING BUSINESS WITH US

- 1.1 Only an authorised signatory(s) can make a Request for a Service.
- 1.2 Our operating times are 08:30 – 14:15 for foreign services, any request received after 14:15 will be held for processing on the next available working day.
- 1.3 You must check all information is correct before it is sent to Us and contains, where applicable, the correct details of any Beneficiary, reference numbers (including IBAN or swift code numbers) and delivery instructions.
- 1.4 Where an exchange rate of one currency to another is required, a rate of exchange will be used based on the Interbank dealing rate applicable to the market from time to time.
- 1.5 Funds will normally be credited to the beneficiary bank within 3-5 business days of your request being received and processed by Us and subject to available funds in Your account with Us. Once funds have been credited to the beneficiary bank, funds will normally be credited to the account of the beneficiary by the end of the following business banking day. Time taken for transfer may be affected by banking practises and systems of the country destination.
- 1.6 We will not act on any request if:
 - (a) we believe that it is unclear; or
 - (b) we believe it is not authorised by You.
- 1.7 We may vary the terms and conditions from time to time, but will notify You in advance if We do so.

CANCELLATION OR SUSPENSION BY US OF THE SERVICE

- 2.1 We shall be entitled to cancel any Service irrespective of whether it has already been issued in any of the following circumstances:
 - (a) You are in default on your account held with Us;
 - (b) where carrying out of any such Request would be unlawful, illegal or would contravene the requirements of any regulatory authority.
- 2.2 If We decide to cancel any Service We will inform you as soon as possible.

PAYMENT FOR THE SERVICE

- 3.1 Your account with Us will be debited on the day that your request is processed by Us along with any fees levied by Us and Travelex in relation to the Service.
- 3.2 In some countries agents' charges, particularly from small value transfers, can be considerable and in certain instances local custom and practice decrees that the remitting customer pays them irrespective of the instructions given.
- 3.3 If, after processing your request, your transaction is subject to additional charges over which we have no control, We will pass these charges on to you as soon as they become known to Us. We will notify you in writing if this is the case.
- 3.4 Details of the Our charges are set out in the Bank's tariff which can be found on Our website www.unity.co.uk.

LOST ITEMS

- 4.1 In the event that a foreign instruction issued by Us on Your instructions is not received by the Beneficiary for any reason then You should notify Us of this as soon as possible after You become aware of the non-receipt.
- 4.2 Upon Our being notified by You of the non-receipt of payment, We will use Our reasonable endeavours to locate the item as soon as is practical and where possible, for drafts, use reasonable endeavours to place a stop on the item and You agree to indemnify Us and hold Us harmless from and against any losses, costs, claims, damages and expense incurred.
- 4.3 We shall be under no obligation to issue a replacement draft or refund where it has been established by Us that the original payment has been received to the stated Beneficiary account or, for a draft, that the original draft has been encashed.
- 4.4 We agree to issue You with a replacement draft or issue a refund at an appropriate rate where we have placed a stop on the original draft provided that in the event that the original draft comes into possession of either You or the payee, You undertake to take all reasonable steps to ensure that no attempt is made to encash the original draft and that it is returned to Us at the earliest opportunity and, pending its receipt by Us, is held in trust on Our behalf.
- 4.5 Where a replacement draft or refund is issued and the original draft is subsequently encashed by the Beneficiary and We are unable to obtain reimbursement from the paying bank We shall be entitled to stop any replacement issued or seek immediate reimbursement from You.

REPRESENTATIONS AND WARRANTIES

- 5.1 You represent and warrant that:
 - (a) You have authority to apply to Us for the use of the Service and to make Requests;
 - (b) any Request made by You is for Your genuine commercial purposes and not for any speculative or investment purpose;
 - (c) You have all requisite authorisations and approvals to make any payments for the Service;
 - (d) the person signing the application for the provision of the Service is an authorised signatory on the account and that he/she has Your authority to bind You to these Conditions;
- 5.2 We warrant that we will use reasonable care and skill in providing the Service to You in accordance with generally accepted industry standards and practice and to the extent permitted by law. These obligations shall replace all conditions and warranties which would otherwise be implied by statute, common law or otherwise, all of which are expressly excluded.
- 5.3 You warrant and undertake that neither You nor, to the best of Your knowledge, the holder of any beneficial interest in You or any key employee directly or indirectly connected or involved with any request is under investigation by any governmental authority for, or has been charged with or convicted of, money laundering, drug trafficking, terrorist-related activities, any other serious crime and you agree to notify Us within 24 hours of becoming aware of any such activity or action.

LIABILITY

- 6.1 We shall not be liable to You by reason of any delay or failure in performing any Request if the delay or failure was due to any cause beyond Our reasonable control.
- 6.2 The Bank accepts no liability as a consequence of personal data transferred to third parties in accordance with an instruction.
- 6.3 The customer will be bound by and indemnifies the Bank against all obligations and responsibilities imposed by foreign laws over which We have no control.

USING AND SHARING YOUR INFORMATION

- 7.1 Your information includes any information which We hold in connection with providing the Service including any foreign request form, details of your account with Us including name, address and contact information.
- 7.2 You understand that in order to provide the Service to You and in order to comply with rules and regulations surrounding the processing of overseas payments, that it will be necessary for Us to share your information with our suppliers, Travelex. By authorising the request you acknowledge and provide Us with full authority to do so.
- 7.3 You hereby agree and acknowledge that in order to provide the Services, personally identifiable information about You may be transferred to, and processed by one or more affiliated companies, some of which may be located outside of the United Kingdom, or to relevant third parties located in other non- EEA countries for the purposes set forth in this agreement. We accept no liability as a consequence of personal data transferred to third parties in accordance with an instruction.
- 7.4 Further to conditions 7.2 and 7.3, you understand and acknowledge that information regarding You, as the Payee of the transaction, may held by Travelex. Such information will be held purely for regulatory purposes and will not be disclosed outside of these groups unless:
 - (a) We have Your consent;
 - (b) We are required or permitted to do so by law.
 - (c) We are required to provide information about an organisation or transaction by a regulatory authority.

This agreement is governed by English Law.

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