

TERMS AND CONDITIONS 2016

1. INTERPRETATION

1.1 As used in these Conditions, the terms:

"Authorised Person" means a person who is empowered by a Sender to act on behalf of that Sender;

"Business Day" means any day which is not a Saturday, Sunday or public holiday in England and Wales;

"Conditions" means the terms and conditions as described in this document;

"Payment Order" means the instruction to transfer funds sent via paper and/or electronic means;

"Prohibited Purpose" means any unlawful purpose; the purpose of making or receiving payment for gambling services, gambling chips or gambling credits; the purpose of making or receiving payment for banking or other financial services; or the purpose of sending a payment to yourself as the Receiver;

"Receiver" means the person identified as the beneficiary of a money transfer;

"Sender" means the person who initiates the carrying out of a money transfer by using the Service;

"Service" means any or all of the money transmission and currency exchange services which are made available by us;

"Site" means the website www.inara.co.uk which is owned and operated by us which provides online access to the Service and related information facilities;

"Transaction" means each money transfer or currency order that you initiate under, and each other use that you make of, the Service;

"Value Date" means the date on which a Transaction actually takes place;

"we", "our" or "us" means Inara-Transfers Limited, which is a company incorporated under the laws of England and Wales under company number 3786396, whose head office and registered office is at Unit G10 9 Steedman Street, London, SE17 3AF; **"you" or "your"** means any person who uses the Site or the Service.

1.2 All references in these Conditions (unless otherwise stated):

(a) to a person or persons, shall include any natural person, company, firm, partnership, trust, public body or other organisation;

(b) to "clauses" are to clauses of these Conditions;

(c) to any legislation (including statutes, statutory instruments, statutory provisions or regulations) shall include them as amended or re-enacted from time to time; and

(d) made in the singular shall include the plural and vice versa.

1.3 Condition headings do not affect the interpretation of these Conditions.

2. APPLICATION OF CONDITIONS

2.1 These Conditions shall exclusively govern any contract between you and us which is made:

(a) at a distance by telephone and also via the Site; and

(b) on our premises, at our offices.

2.2 By making any use of the Service, you warrant that you are legally capable of entering into a binding contract and that you are aged 18 years or over.

2.3 When you instruct us to execute a Transaction and we execute or agree to execute that Transaction, a contract between you and us shall arise. The contract between you and us shall be governed by these Conditions, to the exclusion of all other terms and conditions.

2.4 Our agreement with you is that we will take reasonable care to provide the Service. As such, we agree to provide you with the money transmission services and currency exchange services and the related information facilities made available from time to time by us.

2.5 These Conditions shall govern all future Transactions with us in any manner described in clause 2.1 until such time as they are amended or modified by us.

3. OUR OBLIGATIONS TO YOU- MONEY TRANSFERS

3.1 Before agreeing to undertake a Transaction we will provide you with a Payment Order which, together with these Conditions, will set out the information which we are obliged to provide to you, as follows:

(a) the information the Sender needs to provide in order for the Transaction to be executed;

(b) details of our company name and registered office address and, if the Service is being provided from a branch or agent, the address and contact details of that branch or agent;

(c) the maximum total fee that the Sender will be charged by us, together with a breakdown where applicable. If we believe that the Receiver may also have to pay a fee, then we will inform you;

(d) an indication of the exchange rate that we will apply to your Transaction;

(e) information regarding the location from which the Receiver should collect the money and what the Receiver has to do, if the money is to be made available in cash; and

(f) an indication of the maximum time that it will take for the Transaction to be completed – i.e. the time at which the funds will be available to the Receiver.

3.2 In relation to any money transfer that we have agreed to perform for you:

(a) if we are in receipt of your onward payment instructions by the Value Date and time we specify, we will execute the Transaction as soon as practicable after the Value Date (or, if the Value Date is not a Business Day, as soon as practicable after the first Business Day following the Value Date); or

(b) if we are not in receipt of your onward payment instructions by the Value Date and time we specify, we will execute the Transaction as soon as practicable after we have received your onward payment instructions, but you should be aware that it can take more than 5 (five) Business Days for the funds to clear, depending on local banking arrangements.

3.3 We have no obligation to you to initiate or perform a money transfer or other Transaction as part of the Service if:

(a) we are unable to obtain satisfactory evidence of your identity;

(b) we have reason to believe that your instructions to execute a Transaction are incorrect, unauthorised or forged; or

(c) you provide us with incorrect or incomplete information, or if your instructions to execute a Transaction are not given to us sufficiently in advance to allow for timely provision of the requested Transaction.

We do not accept any liability for damages resulting from non-payment or delay in payment of a money transfer to a Receiver or failure to perform a Transaction under the Service by reason of any of these matters.

3.4 We do not accept any responsibility to you for:

(a) the goods or services which you pay for by using the Service;

(b) malfunctions in communications facilities which cannot reasonably be considered to be under our control and that may affect the accuracy or timeliness of messages you send to us;

(c) any losses or delays in transmission of messages arising out of the use of any Internet access service provider or caused by any browser or other software which is not under our control;

(d) viruses caused by third parties;

(e) any error on the Site or with the Service caused by incomplete or incorrect information provided to us by you or a third party;

(f) any unauthorised use or interception of any message or information before it reaches the Site;
or

(g) any unauthorised use of or access to data relating to you or your Transactions which is held by us (unless such use or access is caused by our negligence, fraud or failure to comply with laws relating to the protection of your data).

3.5 Upon completion of a Transaction we will provide you with the following in writing:

(a) a transaction reference number that is unique to your payment;

(b) confirmation of the exact amount sent to the Receiver on your behalf:

(i) in the currency in which the money was sent; and

(ii) in the currency in which the Receiver will receive the money;

(c) the charges or fees that you have paid to us for the Service;

(d) the exchange rate applied to your Transaction;

(e) information on where the Receiver can collect the money or confirmation of the bank to which the money has been sent to;

(f) as determined by us, an estimate or an exact time of when the money will be available for the Receiver to collect; and

(g) in the case of cash collections, what the Receiver must do to collect the money.

3.6 To authorise payment to a Receiver, the Receiver must provide us or our pay-out agent with the following information:

(a) photographic identification (such as a passport or identity card);

(b) the exact amount of the principal amount of the Transaction; and

(c) the transaction reference number referred to in clause 3.5 (a) above.

It is your responsibility to inform the Receiver of the information he/she will need to provide to collect the money.

3.7 We may refuse to provide the Service (in whole or in part) to you if to do so may breach any applicable law, order of a court or requirement of any regulatory or governmental authority, body or agency having jurisdiction over us, or if we otherwise consider such action necessary to protect our interests. However, if we refuse to provide the Service (in whole or in part) for any of these reasons, we will wherever practicable notify you that we have done so and, unless we are prevented from doing so for some legal reason, we will explain why we have done so.

3.8 We may suspend the operation of the Service in whole or in part if, in our absolute discretion, we consider it appropriate to do so by reason of any circumstances beyond our control. We undertake that if the Service is interrupted (whether by us, any third party service provider or otherwise) for any reason we will take reasonable care to minimise the duration of any interruption. Provided we comply with this undertaking, we shall not be liable to you for any loss or liability which may be suffered or incurred by you as a result of any such interruption, even if caused by our negligence, except where any such interruption is caused by our fraud.

3.9 We reserve the right to change the Service without notice. We may refuse to provide the Service to any person without giving a reason, in particular to prevent fraud or money laundering or to comply with any applicable law, order of a court or requirement of any regulatory or governmental authority.

3.10 Applicable law prohibits money transmitters from doing business with certain individuals and countries; we are required to screen all Transactions against lists of names provided by the governments of the countries and territories in which we do business. If a potential match is identified, we research the Transaction to determine if the name matched is the individual on the relevant list. This is a legal requirement for all Transactions processed by us. In addition, we reserve the right to verify any customer's identity and proof of address via an independent source. We also reserve the right to request further documentation to verify the source of any customer's funds and the reason for any Transaction.

4. YOUR OBLIGATIONS TO US-MONEY TRANSFERS

4.1 You agree to pay our charges for each money transfer or other Transaction which you initiate or request under the Service. You must register with us and in order to complete your registration, you must provide us with all the details we require from you, including details relating to your identity and proof of address and any other information we may require from you to enable us to complete our anti-money laundering procedures.

4.2 You acknowledge and agree that:

(a) when you register with us, you will provide us with true, accurate, current and complete information;

(b) you will maintain and promptly update such information to keep it true, accurate, current and complete;

(c) you will not use the Service for or in connection with any Prohibited Purpose;

(d) you will not initiate a money transfer or other Transaction under the Service in breach of these Conditions or any other restriction or requirement of use described on the Site; and

(e) you are responsible for the security of your password and e-mail account log-in in accordance with clause 7 below.

4.3 You must promptly supply us with all information and documentation which we may ask you for at any time to enable us to comply with any legal requirements incumbent on us, including as required by the Money Laundering Regulations 2007.

4.4 You may request an Authorised Person to provide us with instructions on your behalf. In these circumstances, we will treat the instructions of the Authorised Person as if they came from you and any instructions provided by any Authorised Person shall not relieve you of any of your obligations under these Conditions.

4.5 You are responsible for the completeness and accuracy of all information you provide to us at any time, including any in your request and your nominated account details. You must always provide us with instructions, and make sure any Authorised Person provides us with instructions, in the English language.

4.6 You acknowledge and agree that information about you and the services we provide to you must be kept in our database for up to five years and may be provided by us from time to time to regulatory or governmental authorities, bodies or agencies where we are required by law to do so.

4.7 You acknowledge that all currency converted under the Service is converted at our applicable rate of exchange.

4.9 You acknowledge that transfers to certain destinations may be subject to delay or to restrictions imposed under the laws of the country to which the money is transferred.

4.10 You will be liable to us for all losses which we suffer or incur relating to any fraud or fraudulent activity by you at any time.

5. CANCELLATION, REFUNDS AND ADMINISTRATIVE CHARGES –MONEY TRANSFERS

5.1 You have a contractual right to cancel any money transfer order sent to us, subject to the terms of this clause 5. This right of cancellation continues until the expiry of fourteen days beginning on the day after you sent your money transfer order to us. You may cancel your order with us by:

(a) telephoning us on 0207 252 5949 / 5950

(b) writing to us at:

Inara-Transfers Limited
Unit G10,
9 Steedman Street,
London, SE17 3AF

(c) e-mailing us at info@inara.co.uk

5.2 If you exercise your right to cancel under clause 5.1, we will reimburse you the principal amount of a money transfer and the transfer fee, save that we will not reimburse you if we have paid the money transfer to the Receiver before we receive your notice of cancellation.

5.3 Your contractual right of cancellation is in addition to your cancellation rights as Sender. As a money transfer Sender you have the following rights:

(a) We will refund the principal amount of a money transfer and the transfer fee upon the Sender's written request to the address above by letter or email, if:

(i) the transaction is declined by us; or

(ii) the Sender wants to make a change, but we require the Transaction to be cancelled before making the change.

(b) We will refund only the principal amount of a money transfer upon the Sender's written request to the address above by letter or email, if:

(i) the Receiver rejects the transfer; or

(ii) payment to the Receiver is not made within 45 days; or

(iii) the Sender wishes to cancel the Transaction at no detriment to ourselves.

To the extent allowed by law, we may deduct an administrative charge from money transfers that are not picked up within 12 months of the send date.

6. TRAVEL MONEY

6.1 You may purchase from or sell to us foreign currency ("**Travel Money**") only for holiday or business travel and not for speculative, investment or any other purposes.

6.2 You must not order Travel Money other than for legitimate purposes which comply with all applicable laws, rules and regulations. By placing a currency order, you are confirming to us that you are not ordering Travel Money for illegal purposes.

6.3 By placing a currency order you are confirming to us that you are acting on your own behalf (or if you are acting for business purposes, you are acting on behalf of a business), that you will provide us with any information that we may reasonably require (either before or after your order is placed), that any information you provide to us is true and accurate to the best of your knowledge and that you will not withhold from us any material information.

6.4 All customers can purchase Travel Money online, over the telephone or on our premises.

6.5 If you place a currency order online through the Site:

(a) you need to follow the instructions on the ordering screen. You are able to correct errors on your order up to the point at which you click "**Buy Now**" on the payment details screen;

(b) orders you place online must have a minimum value of **£ [20]** and a maximum value of **£ [2500] per order**. These values exclude any commission or other associated fees or charges payable;

(c) the exchange rate that will be applied to your order will be shown on the online ordering screen. The exchange rates we offer for online orders may be different to the exchange rates we offer for orders requested via telephone or on our premises;

(d) you may purchase Travel Money from us only in the currencies listed from time to time on the online ordering screen. There are limitations on the denominations of the Travel Money that we supply and we will quote for the nearest available amount to your request;

(e) when your order is accepted, the system will display a confirmation screen setting out the details of your order. Please note the order confirmation number and bring this with you when collecting your order from us; and

(f) we may refuse an order for any reason.

6.6 If you place an order on our premises or over the telephone:

(a) orders must have a minimum value of **£ [10]**. There is no maximum value. The minimum order value excludes any commission or other associated fees or charges payable;

(b) we will tell you the exchange rate that will be applied to your order before it is completed. The exchange rates we offer on our premises or over the telephone may differ from each other;

(c) you may purchase Travel Money from us only in the currencies that we provide and have available at the time of your purchase. If we do not have the currency requested in stock, we can order from our wholesaler for next working day delivery;

(d) there are limitations on the denominations of the Travel Money that we supply and we will quote for the nearest available amount to your request. Please note that we cannot guarantee that we will be able to supply you with the denominations of notes requested; and

(e) when your order is accepted you will be provided with an order confirmation number. Please note the order confirmation number and bring this with you when collecting your order from us.

6.7 You will be told of all charges payable to us before you confirm your order. They will also be shown on your order confirmation.

6.8 Orders must be paid for using one of the following debit or credit cards **[All major DEBIT AND CREDIT CARDS]**. You may also pay by BACS (from your account to our account). Our bank details can be provided when placing an order. Orders placed on our premises can also be paid for in cash, card or online. Payment will be accepted only in GBP Sterling. We do not accept cash to be deposited into our account. If you deposit cash, we can only refund it into a bank account in your name and there will be a 1% charge of the deposited amount for doing so.

6.9 When collecting your order from us, you will need to provide the following items:

(a) your order confirmation number; and

(b) valid photo identification (for example, a passport or UK driving licence).

6.10 If you have placed an order online, you must bring the debit or credit card that you used to pay for your order.

6.11 If you fail to collect your order from us (we will hold your Travel Money for a maximum of 2 weeks), we will issue you with a refund.

6.12 However, the value of the Travel Money refunded will be calculated at the "Buy-back" exchange rate applicable when we process the refund not the "sell rate" used at the date of your order. Please note that this rate can work to your advantage or to your disadvantage.

6.13 Please note that any credit card handling charge will not be refunded if you fail to collect your order from us.

6.14 Once we have accepted your order you cannot amend or cancel it. One of the reasons for this is that the price of Travel Money is dependent on changes in the financial market, which are outside our control.

6.15 It is your responsibility to check what, if any, currency restrictions apply in your particular circumstances. We may advise you of currency restrictions that apply in certain countries, but we accept no responsibility for the accuracy of this information or for any losses incurred by you if you

act in reliance on such information. It is your responsibility to check what, if any, currency restrictions apply in your particular circumstances.

6.16 Subject to clauses 9.4-9.7 below, our maximum responsibility to you in respect of each use of the currency exchange service shall be to refund the total purchase price (together with any commission or other associated fees or charges) of that currency order.

6.17 You acknowledge that clause 3.4 (b)-(g) and clauses 3.7-3.9 above shall apply without limitation to all currency exchange services made available by us.

6.18 You acknowledge that 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 currency order will not be accepted.

6.19 You acknowledge that we may make and retain copies of passports, driving licences or other identification evidence that you provide.

7. SECURITY

You will choose a password and account e-mail login upon registering with us. You are responsible for maintaining the confidentiality of your password and account e-mail login, and are fully responsible to us for all activities that occur under your password or account e-mail login. You agree to immediately notify us by calling us at 0207 252 5949 / 5950 of any unauthorized use of your password or account e-mail login or any other breach of security. Once you have told us that there has been an unauthorized use of your password or account e-mail login, we will take immediate steps to try to prevent these from being used. Subject to our taking such steps, we are not liable for any loss or damage arising from your failure to comply with your obligation under this clause 7.

8. PRIVACY POLICY

8.1 Your personal information is processed under applicable law and controlled by Inara-Transfers Limited. This clause 8 and other pertinent provisions of these Conditions (see esp. clause 4.6 and clauses 6.18-19) set out the circumstances in which we may make use of your personal information. We use personal information you provide to us when using the Service or the Site, as well as other information that is collected or generated during our relationship with you. This includes information from other services like money transfers, previous use of our services history, and marketing choices. This information is used to provide you with the services you have asked for and for activities such as administration, customer service, anti-money laundering, compliance and legal duties, to validate your details, to help us understand our consumers by doing analysis and research of the information we hold, to help prevent and detect fraud, debt and theft, to help us improve our products, services and operations, and, subject to your choices, to send you commercial communications by email, telephone, post, SMS and by any other relevant channel.

8.2 We may also use, collect from and share with other businesses that work with us, information from other products and services for which you have registered. This information may be used for any of these purposes in this section. We will hold and retain the information that you give us about another person including the details of the Receiver in order to execute the transaction. Prior to providing this information you are obliged to notify and secure authorisation from the other person

on our use of this information as set out in this section. The provision of this information is optional information, but needed to execute the transaction and provide the Service and the Site to you. Without it, we are unable to provide the money transfer or other requested services.

8.3 We may provide the information we hold to parties located outside the EEA, for the purposes set out in this statement. The categories of data transferred are personally identifiable information, contact details and information relating to the money transfer, transaction history, and any other Information supplied by you. We may also provide the information to other organisations, including those that help us run our business, if there is a reasonable need to do so, to carry out or aid our money transfer services, or for any of the reasons or uses set out in this section. We may add to information you provide with information from other businesses or individuals, including information to validate the accuracy of the information provided by you.

8.4 We may disclose your personal information, including without limitation your name, address, transaction patterns and bank account information:

(a) if we are required to do so by domestic or foreign law or legal process; or

(b) to law enforcement authorities or other government officials for purposes such as detecting, investigating, prosecuting and preventing crimes, including money laundering and related criminal activity.

8.5 The information we hold may be accessed by us for any of the reasons set out in this section or for other purposes to which you have agreed. You have a right to ask us to see and obtain a copy of your information, for which we may charge a small fee. You can also correct, delete or limit our use of any information which is incomplete, inaccurate or out-of-date. You may object at any time to the use of your information, where you reasonably believe that the processing of your information is not required to complete the Service, or required by law or regulation. If you wish to exercise these rights or no longer wish to receive commercial communications from us, please contact us by calling 0207 252 5949 / 5950 or alternatively by contacting us via our website www.inara.co.uk.

9. LIABILITY

9.1 We will refund to you any benefit which we receive as a result of any breach of our contract with you or other wrongdoing (this means that, for example, where a money transfer has failed in such circumstances, we will refund to you the principal sum and the service charge).

9.2 If you suffer any loss by reason of our failure to perform our obligations under our contract with you, we will (unless otherwise agreed by us in writing) only accept liability for that loss up to a limit which is the lesser of:

(a) the amount of any service charge; or

(b) £50.00.

9.3 Our cap on our liability only limits a claim for loss arising out of any single Transaction or related Transactions, or (if a loss does not arise out of a Transaction or Transactions) any single act, omission or event or related acts, omissions or events. This means that if, for example, you suffer loss by reason of our failure to perform our obligations under our contract with you under two unrelated

Transactions, you might be able to claim up to £50.00. Our liability to you with respect to currency orders is detailed in clause 6.16, above.

9.4 We do not, in any event, accept responsibility for any failure to perform our obligations under our contract with you as a result of circumstances which could reasonably be considered to be outside our control.

9.5 Nothing in this clause 9 shall (a) exclude or limit liability on our part for death or personal injury resulting from our negligence; or (b) exclude liability for our wilful misconduct, gross negligence or our fraud.

9.6 We shall not be liable to you for any loss or damage which you may incur as a result of:

(a) any breach by you of any of the provisions set out in these Conditions; or

(b) arising from any legal requirements incumbent on us, including for money laundering.

9.7 We shall not be liable to any person except you and we shall not be liable for any loss or damage whatsoever caused to any person other than you.

10. INTELLECTUAL PROPERTY

10.1 The Site and the Service, the content of the Site, and all intellectual property rights relating to them and contained in them (including but not limited to copyrights, patents, database rights, trademarks and service marks) are owned by us or third parties. All right, title and interest in and to the Site and the Service shall remain our property and/or the property of such other third parties.

10.2 The Site and the Service may be used only for the purposes permitted by these Conditions or described on the Site. You are authorized solely to view and to retain a copy of the pages of the Site for your own personal use. You may not duplicate, publish, modify, create derivative works from, participate in the transfer or sale of, post on the Internet, or in any way distribute or exploit the Site, the Service or any portion thereof for any public or commercial use without our express written permission. You may not: (a) use any robot, spider, scraper or other automated device to access the Site or the Service; and/or (b) remove or alter any copyright, trademark or other proprietary notice or legend displayed on the Site (or printed pages of the Site).

10.3 The names Inara Transfers, Inara Money Transfers and other names and indicia of ownership of any services referred to on the Site are our exclusive marks or the exclusive marks of other third parties. Other product, service and company names appearing on the Site may be the trademarks of their respective owners.

11. LINKS TO OTHER WEBSITES

11.1 The Site may contain links to other websites (the "**Linked Sites**"). Links to any Linked Site do not constitute an endorsement by, or association with, us of any third party resources or their contents. Links do not imply that we are affiliated or associated with or are legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any Linked Sites are authorized to use any of our trademarks, trade names, logos or copyright symbols.

11.2 You should direct any concerns regarding any Linked Site to such Linked Site's site administrator or webmaster. We do not represent or endorse the accuracy or reliability of, and expressly disclaim, any advice, opinion, statement, or other information displayed or distributed through any Linked Site. You acknowledge that any reliance upon any opinion, advice, or information displayed on or otherwise available through any Linked Site shall be at your sole risk.

12. TERMINATION AND SUSPENSION

12.1 Either you or we may terminate a contract between us for money transmission services upon giving not less than 24 hours' notice, save that any pending Transaction will continue to be governed by these Conditions until completion. You may send us a notice of termination by any of the means described in clause 5.1 above.

12.2 You shall notify us immediately if any event occurs that affects or might affect your contract with us.

12.3 We may terminate our contract with you and/or suspend the Service (in whole or in part) in relation to you with immediate effect and without prior notice to you if:

- (a) any event set out in clause 12.2 occurs, including your insufficiency of funds;
- (b) you are in breach of any provision of these Conditions;
- (c) it appears to us that you have become or are likely to become mentally incapable of managing your property and affairs, or any other event occurs which affects your legal capacity or ability to contract with us on these Conditions; or
- (d) your use of the Service or the Site is disruptive to our other customers.

12.4 We may terminate a contract with you for currency exchange services, if:

- (a) you are, or we reasonably suspect that you are, using the currency exchange service for an illegal purpose;
- (b) you are, or we reasonably suspect that you may be, acting fraudulently;
- (c) you were not entitled to use the currency exchange service; or
- (d) you have not provided us with adequate information to provide you with the currency exchange service.

12.5 If we end our contract with you for currency exchange services before your order has been fulfilled, we will cancel and/or intercept the delivery of your order and will refund any payment for your order, unless we are prevented from doing so by any law, regulation, code, court order or other duty.

12.6 We shall endeavour to give you prior notice of termination or suspension by us and, if it is not practicable to give such prior notice, endeavour to give notice to you of such termination or suspension as soon as possible thereafter.

12.7 We may immediately terminate our contract with you and/or suspend the Service on the basis of information supplied to us (whether orally or in writing) that we in good faith believe to be true and that affects or potentially affects the validity of a Transaction.

12.8 The termination of our contract with you and/or the suspension of the Service shall not affect any rights or obligations arising prior to or arising during or after the date of termination or suspension or which arise in consequence of it, and all such rights and obligations shall continue to be subject to these Conditions.

12.9 Neither you nor we shall be liable to the other for any liabilities suffered or incurred by the other arising out of the taking of any action which you or we are authorised to take or which is otherwise provided for under these Conditions or by any restriction or requirement for use of the Service described on the Site, including without limitation the exercise of any powers of termination and/or suspension under this clause 12.

12.10 The provisions of our contract with you shall continue to apply during any suspension of the Service.

12.11 The accrued rights and liabilities of you and us as at termination and the continuation of any provision of these Conditions expressly stated to survive or implicitly surviving termination shall not be affected by the termination of the contract.

13. CIRCUMSTANCES BEYOND OUR CONTROL

We are not liable to you if we are unable to perform any of our obligations to you or our performance of any of our obligations is delayed due to any circumstances outside of our reasonable control, including (without limitation) any industrial action, labour dispute, Act of God, fire, flood or storm, war, riot, civil commotion, siege, security alert, act of terrorism or any resulting precautionary measures taken, act of vandalism, sabotage, virus, malicious damage, compliance with any statute, statutory provision, law, governmental or court order, the actions or instructions of the police or of any governmental or regulatory body which authorises us to perform the Services, failure of power, failure of equipment, systems or software or internet connectivity or the occurrence of any extraordinary fluctuation in any financial market that may materially adversely affect our ability to execute a Transaction or your ability to fund a Transaction. If any of these circumstances occur then the contract between you and us shall be suspended for the period during which those circumstances continue or, at our discretion and in order to protect both you and us, we may terminate the contract.

14. MONEY TRANSFER AND THE PAYMENT SERVICES REGULATIONS

The Payment Services Regulations 2012 (“the Regulations”) govern the transfer of money to Receivers within the European Economic Area (being all members states of the European Union, together with Norway, Iceland and Liechtenstein), where the transfer of funds is carried out in Euros, Sterling or the currency of another EEA state which has not adopted the Euro as its currency. The Regulations lay down some rules which apply where we are requested to send on funds after the completion of a Transaction. We can provide you with further details of these rules should you require them.

15. ADDITIONAL INFORMATION RELATING TO A MONEY TRANSFER

The information we are obliged to provide to you is set out at clauses 3, 4 and 5 of these Conditions. If you ask us to provide you with any information or materials which we are not required to provide under the Regulations, we may ask you to pay us a fee to cover our costs of providing them to you. If you do ask us to do this, then we will advise you of any fee that may apply.

16. COMPLAINTS

16.1 We value all of our customers and take our obligations seriously. We have established internal procedures for investigating any complaint that may be made against us in relation to any of our services.

16.2 In accordance with our complaints procedure, any complaint you may make relating to any of our services must be made or confirmed to us in writing to Head of Client Services at Inara-Transfers Limited, Unit G10 9 Steedman Street, London, SE17 3AF or by electronic message to info@inara.co.uk. We shall investigate your concerns and respond to you promptly.

16.3 If you are still dissatisfied following our response to any complaint, you may have a right to refer your complaint concerning the money transfer to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

16.4 If you would like further details of our complaints policy relating to any of our services please contact our Head of Client Services.

17. SEVERABILITY

In the event that any one or more of the provisions (or any part(s) thereof) of these Conditions shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions (and any part(s) thereof) shall remain valid and enforceable.

18. TRANSFER OF RIGHTS

We have the right to transfer our rights and/or responsibilities under our contract with you to an affiliated company, or any third party, at any time without your consent unless such transfer would reduce your rights and/or remedies or increase your responsibilities and/or liabilities under your contract with us. You may not transfer your rights and/or responsibilities under your contract with us without our prior written consent.

19. THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 shall not apply to the contract between you and us and accordingly nothing in it shall be directly or indirectly enforceable by any third party.

20. NOTICES

20.1 Where any notice is required by these Conditions to be given in writing, it must be written in the English language and:

(a) Where it is to be given by you, it must be sent by email to info@inara.co.uk or by post to Inara-Transfers Limited, Unit G10 9 Steedman Street, London, SE17 3AF; and

(b) where it is to be given by us, it must be sent by email to the last email address which we hold for you or by post to the last postal address we hold for you, or to such other email or postal address in the United Kingdom which you tell us to use by notifying us in advance in writing in accordance with the provisions of this clause.

20.2 Any notice sent by email will be treated by you and us as being received on the first Business Day following the day on which it was sent and any notice sent by post will be treated by you and us as being received on the second Business Day following the day on which it was posted.

21. GOVERNING LAW

The contract between you and us shall be governed by English law. We both agree that any dispute, claim or other matter arising under the contract shall be exclusively dealt with by the English courts.

Inara-Transfers Limited is a company which is engaged in the provision of payment services with its Head Office located at: Unit G10 9 Steedman Street, London, SE17 3AF Website: www.inara.co.uk Email: info@inara.co.uk Tel: + 44 0207 252 5949 / 5950. The company is established in England and Wales with company number 3786396 and is a Money Services Business (MSB) registered with HMRC No. 12115403. Inara-Transfers Limited is Authorised and Regulated by the Financial Conduct Authority (FCA), Firm no. 572188, for the provision of payment services.

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