

A. Definitions and Basis of Agreement

1. These terms and conditions together with the Remittance Application Form, and any applicable Customer Registration Form, constitute the entire agreement between you, (“the remitter”, “your”, “the sender”) and B A Exchange Co UK Ltd. (“B A Exchange” us”, “we”, “our”) and describe the agreement between us each time you instruct us that you would like to use the money transfer services offered by B A Exchange Co UK Ltd. on our website to remit funds from the UK to the Bangladesh.
2. By instructing us to carry out a Transaction on your behalf, you expressly agree to comply with and be bound by all the terms and conditions contained in the agreement.
3. We may amend, update or modify any of the terms and conditions in the Agreement at any time in our sole discretion and will inform you of such changes by posting the revised terms and conditions on our website.
4. Definitions :
 - “Agreement” together these terms and conditions and the Remittance Application Form.
 - “Beneficiary” means the recipient in the Bangladesh to whom you require us to transfer money specified in the instruction.
 - “Chargeback” means where you seek (and obtain) from your bank a refund of the amount that you have authorised and instructed us to debit from your bank account to pay for the Transaction Amount and the Service Fee/Commission.
 - “Customer Registration Form” means the customer information form used by B A Exchange Co UK Ltd. for initial and periodic customer identification and verification.
 - “Instruction” means a request to transfer money from the UK to Bangladesh.
 - “Remittance Application Form” means the payment instruction form, completed by you, and which sets out the details of each Transaction.
 - “Remitter” means the person in the UK instructing B A Exchange Co UK Ltd. to undertake a Transaction.
 - “Transaction” means the transfer of money from the UK to the Bangladesh.
 - “Transaction Amount” means the amount of the remittance that the remitter intends the beneficiary to receive and excludes all fees/commission and charges applied by B A Exchange Co UK Ltd. and any foreign exchange conversion that may apply.
 - “Service Fee” is the amount to be paid to B A Exchange Co UK Ltd. in consideration of undertaking the Transaction and is in addition to the Transaction Amount.
 - “Service Provider” means a local bank or any other third party service provider used in connection with each Transaction.
5. In consideration for each use of the money transfer service, you agree to pay us a service fee/Commission as specified in the table below. These fees may vary from time to time with an advanced notice 15 days before the change and the exact fee/commission for the service will be confirmed to you when you submit the Remittance Application Form. The basis of calculation and payment of the Transaction Amount and the Service Fee/Commission will be in UK pounds sterling. The exchange rate from pounds sterling to Bangladeshi Taka will be provided to you when you submit a Remittance Application Form. The rate will change daily and may change several times during the day.

B. The Service

1. By using our service physically or online and completing Remittance Application Form and, where necessary, the Customer Registration Form you are instructing us to send the Transaction Amount to your nominated Beneficiary in the Bangladesh, subject always to the authorisation of B A Exchange Co UK Ltd. by the Financial Conduct Authority to act as a Small payment Institution in the United Kingdom.
2. By applying to use the service you are confirming that you are at least eighteen (18) years of age and have the legal capacity to form a binding legal contract in the relevant jurisdiction.
3. By completing the Customer Registration Form, and each time you submit a Remittance Application Form, you represent to

us that all funds associated with the service including payment of service fees are derived from and will be used for solely legitimate activities. You accept and agree that the use of funds derived from illegitimate activities and/or intended to be used for illegitimate activities is strictly prohibited and will place you in immediate breach of the Agreement and will negate any obligations on the part of B A Exchange Co UK Ltd.

- 4. For each Transaction that we carry out on your behalf, you will pay to us the Service Fee in addition to the Transaction Amount. Payment becomes due at the time that you submit your Remittance Application Form. If you submit a Remittance Application Form that results in us becoming liable for any unforeseen charges including but not limited to a Chargeback or other fees you agree to reimburse us for any and all such charges.
- 5. Payment of Service Charges/commission and in relation to any funds necessary to effect a Transaction may be made through (i) a debit card issued by a UK financial institution which is authorised and regulated by the Financial Conduct Authority or by authorising a debit from an account held at a UK based financial institution held under your name **ONLY**, which is authorised and regulated by the Financial Conduct Authority. If you are using our service at our branch then you may pay in cash.
- 6. By submitting a Remittance Application Form, you authorise us to access, charge or debit Transaction Funds and Service Fees/commission from your debit card or bank account that you specify. We will use this Remittance Application Form as evidence of your written instructions to perform a Transaction and your preferred payment method. If your payment fails or is insufficient, you authorise us to re-try one further time, using the same or a different payment instrument as provided by you.
- 7. We may at any time in our sole discretion modify or discontinue the Service without notice. We may refuse any Transaction or limit the amount to be transferred either on a per Transaction basis or on an aggregated basis.
- 8. We will attempt to process Transactions promptly, but any Transaction may be delayed or cancelled for any number of legitimate reasons including but not limited to; our efforts to verify your identity or validate your payment instructions, to contact you, to comply with applicable law, availability of banking systems and variations in business hours and currency availability. In the event that any Transaction is cancelled by us before a Transaction is completed, we will return any money (including Service Fees/Commission) that we hold on your behalf to you without delay.

Bank Processing Times

Bank's Name	Processing time	Weekend Processing
Instant Cash	Next working day	No
Transfer to Bank Asia	To be credited by the end of Next working day	No
All other Banks	2-3 Working days*	No

*Transfer to Bangladesh Krishi Bank or Rupali Bank in the rural areas may take 5-6 working days Subject to the bank's online/offline status.

- 9. Each time you use the Service you authorise us to submit Transactions on your behalf in accordance with your written instructions. We will continue to process all Transactions until you request us to stop. Transactions may be cancelled as long as payment has not been made to the Beneficiary. Cancellation requests received after payment has been made to the Beneficiary's service provider may incur a cancellation fee (up to or including the amount of the Transaction in the event that you (i) cancel after funds have been issued to the Beneficiary and / or we are subject to a Chargeback).

C. Identity Verification

- 1. When you apply to use the service using a Customer Registration Form (CRF) being registered physically at branch or online

(and on a periodic basis thereafter) you and/or your Beneficiary may be required to present documents that confirm your or their identity before a Transaction is approved or funds are sent. We reserve the right to request additional identification or additional evidence confirming the source of funds to comply with our obligations under (i) applicable UK anti- money laundering legislation (ii) the Proceeds of Crime Act and (iii) the Terrorism Act (as amended, updated and varied from time to time).

2. On an ongoing basis, you agree to provide us with any changes to the personal information provided on your Customer Registration Form or each Remittance Application Form, including (but not limited to) name, address, visa status, contact details, employment status etc.
3. Each time you submit a Remittance Application Form, you undertake that you will not supply false or misleading information, allow anyone else access to your registration details and will keep those details secure. You will use the service only to send money to people that you know personally and both you and the beneficiary will only act on your own behalf. You may not transmit or receive funds on behalf of a third person.

D. Regulation

1. B A Exchange Co UK Ltd. is a Money Service Business regulated by HM Revenue and Customs (HMRC) and registered for Money Laundering Regulations number 12608582. B A Exchange Co UK Ltd. is registered with the Financial Conduct Authority (FCA) as a small payment institution (SPI) number 532088.
2. If you are dissatisfied with the service please follow the complaint procedures detailed on our website (www.baexchange.co.uk)

E. Privacy Policy

1. This policy sets out the way in which B A Exchange Co UK Ltd. will use and protect your personal information. By registering physically face to face or using our website www.baexchange.co.uk and completing and submitting a Customer Registration Form you are consenting to the practices described in this policy.
2. We may collect information about you in the following ways: directly from you when you complete one of the application forms available on our website or contact us by email, telephone or letter; in the event we need to contact you to request further information in order to process your application or answer your request for information; from credit reference agencies, fraud prevention agencies and law enforcement agencies; through the use of electronic cookies.
3. We will use the information we hold about you in the following ways: to process your application for our money remittance service, improve your use of our website and for marketing purposes (see Marketing);
4. When you complete a Customer Registration Form, and each time you provide us with any additional or updated personal data, you confirm that all the information provided by you is accurate and complete. By providing your personal data to us, you consent to us using that information to carry out an identity verification and AML assessment including checking the records held by Credit Reference Agencies (CRAs). We will make checks at the outset to assist in our assessment of your application and periodically to manage your account with us.
5. If we believe that any of the information you have provided is false or inaccurate or that your application involves fraud, details will be passed to the relevant fraud prevention agencies. Law enforcement agencies may access and utilize this information in order to prevent fraud, money laundering and other criminal offences;
6. Your data may also be used for other specific purposes for which you give your consent or where required by law or to the extent permitted under the Data Protection Act 1998.
7. We will not sell, provide or share your information with third parties unless otherwise provided in this privacy policy.
8. We may share and/or transfer your personal information to our associated company, B A Exchange Co UK Ltd. Finance

Limited in order to market and promote that company's products and services.

9. If you do not wish to receive marketing information, you may opt-out of receiving these communications from us by letting us know in writing.
10. If you have any questions or comments about this privacy policy, or if you would like information about your rights to access personal data which we may hold, please contact: B A Exchange Co UK Ltd. 125 Whitechapel Road, London E1 1DT or a.kamrul@bankasia-bd.com

F. Limitations of Liability

1. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
2. This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

G. Dispute Resolution and Governing Law

1. The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site and the use of our service although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.
2. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

H. Entire Agreement

1. This agreement contains the whole agreement between the parties in respect of the subject matter referred to and supersedes any previous understanding, arrangement or agreement between the parties. The parties have not relied upon any statement or misrepresentation which is not expressly incorporated into this agreement.

I. Severance

1. No clause, sub clause or their relevant parts in this agreement may be held to be unenforceable or void except for the judgment of a court of competent jurisdiction. Should any clause, sub clause or part thereof be so held to be unenforceable or void the remaining clauses, sub clauses and their relevant parts shall remain in full force and effect to the extent that they are capable of remaining operative having taken account of the said court's judgment.

J. No Third Party Rights.

1. A person who is not a party to this agreement may not enforce any of its terms. Where any clause of this agreement entitles any person to enforce any term of this agreement the parties reserve the right to vary that term or any other term of this agreement without the consent of that person.