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BEO-EXPORT®

Terms and Conditions

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BEO-Export Australia Pty Limited

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Terms and conditions¹

Our money transfer service is subject to the following terms and conditions:

1. Unless necessarily inconsistent with the context:
 - a. "Product Disclosure Statement" means the product disclosure statement in relation to the Money Transfer Service available at our offices and/or accessible at www.beoexport.com.au, as amended from time to time.
 - b. "Representative" means our representatives overseas who help to complete the Money Transfer Service
 - c. "The Money Transfer Service" means the money transfer service described in the Product Disclosure Statement.
 - d. "Transfer" means the service of converting your money into foreign currency and sending it to your designated receiver
 - e. "Receiver" means the person to whom you instruct us to make payment
 - f. "Us" means BEO-Export Australia Pty Ltd
 - g. "You" means person named in the application as the sender.
2. You acknowledge that any recommendation or statement of opinion we have made that has influenced you to use the Money Transfer Service has not been made taking into account your personal objectives, financial situation or needs.
3. We only accept payment by you in the form of:
 - a. cash;
 - b. cheque made payable to BEO-Export Australia Pty Ltd;
 - c. money order made payable to BEO-Export Australia Pty Ltd;
 - d. direct deposit into one of our trust accounts, held at various major Australian banks.
4. When you pay us, you authorise us to deduct our fees before transferring the remaining money. Our fees are listed in Appendix 1 of the Product Disclosure Statement.
5. We will transfer your money to an overseas bank² or our representative ready for collection by the receiver, within 48 hours of receiving the money from you or, if you are paying by cheque, within 48 hours of the time the cheque has cleared. You agree that we may transfer the money to any Bank that is a registered Bank in the relevant country. Without limiting the generality of the foregoing, you agree that we may transfer the money to Raiffeisen Bank or the Nova Banka.
6. When the money is ready for collection by the receiver we (or our representative) will contact, identify and pay the receiver. On your request we will notify you when the receiver collects the money from the overseas bank or our representative.

¹ In Australia, the regulation of Banks has led to a confidence in Banks that cannot necessarily be shared in other countries. We recommend that any risk should, to the greatest extent possible, be that of the sender. We assume that the Raiffeisen Bank and the Nova Banka have your absolute confidence in this regard. We have therefore provided express authority for transfers to these Banks. We also assume that you are content for the money to be held in trust pending receipt by the receiver.

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7. Payments will only be made to the receiver by:
 - a. the receiver collecting the transferred money from:
 - i. the Raiffeisen Bank;
 - ii. the Nova Banka;
 - iii. our representatives;
 - iv. a post office; or
 - b. a direct transfer to their bank or credit card account using a telegraphic transfer service.
8. If you ask us to make payment to the receiver by the method in clause 7(b):
 - a. if you do not provide us with correct account details and Australian or an overseas bank imposes a penalty as a result, we may deduct the penalty from the sum to be paid to the receiver;
 - b. we take no responsibility for the money after it has been paid into the account specified by you.
9. Payments to the receiver will be made in Euros unless otherwise requested by you. Any payment in Euros will be rounded down to the nearest multiple of five.
10. Any request for payment to be made to the receiver in a currency other than Euros is subject to our consent. If you request payment in a currency other than Euros and we agree to your request, the money will be exchanged into Euros before being exchanged into the requested currency.
11. We will transfer your money at the exchange rates offered by Westpac, namely Westpac Bank Foreign Exchange Rate (Bank Spot Sell - T/T), at the time we receive cleared funds. There is a difference between these rates which we offer to you and the rates at which we actually exchange money, offered to us at wholesale rates by another bank. We make money on the difference between these rates, as explained in the Product Disclosure Statement.
12. We are not responsible for the loss or delay of your money in reaching its recipient after it has been paid to us if such loss or delay is caused by events beyond our control, including, but not limited to delays in transmission of funds for any reason, natural disaster, war, terrorist acts or acts of a sovereign state.
13. Subject to clause 12, our liability to you in relation to losses arising from the Money Transfer Service is limited to the amount to the amount of money paid to us by you.
14. You indemnify us and hold us harmless from and against any loss, damage, cost, claim or liability (including indirect and consequential losses such as loss of profits) incurred by us:
 - a. arising from or as a result of you breaching these terms and conditions;
 - b. arising from or as a result of any misdescription or error in the application;
 - c. arising from or as a result of payment to a person whom we reasonably believe to be the receiver;
 - d. in relation to the person you have nominated as the receiver of the transfer; or
 - e. arising from or as a result of us cancelling a transfer pursuant to your instructions.
15. Clauses 13 and 14 survive beyond the termination of this contract.
16. We may delay, block or refuse to make a transfer or payment if we believe on reasonable grounds that making the payment may breach any law in Australia or any other country. We will incur no liability if we do so.
17. We can act upon the authority in the application form to make payment to the receiver without reservation. The receiver can give good discharge for payment even if, after you make payment to us, you direct us not to make a payment to the receiver.
18. We may disclose your personal information to an authority where required by the law of Australia or any other country.
19. Unless you have disclosed to us that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf when purchasing this product from us.

20. When you use our Money Transfer Service, you are promising that the payment of money to the receiver will not breach any law in Australia or any other country.
21. If you cancel a transfer after paying your money to us and before the money has been transferred, we will charge you fees as listed in Appendix 1 of the Product Disclosure Statement. These fees will be deducted from your money before returning it to you.
22. If you cancel a transfer after paying your money to us and after the money has been transferred, we and our representative will charge you fees as listed in Appendix 1 of the Product Disclosure Statement current at the time of you completing this application form. Subject to clause 17, our money will not be returned to you until we receive it from our representative and our fees and the representative's fees have been deducted from it.
23. This contract is governed by the law of New South Wales and is subject to the exclusive jurisdiction of Courts of that State.