



TELEHAVALÉ TERMS & CONDITIONS

These terms and conditions apply to our money transfer service via telephone ('TeleHavale') and together with the application form overleaf, form the contract between you and us. Please read them carefully and retain a copy for your records.

Definitions

In these terms and conditions:

"We, us, our, the Bank" means Turkish Bank (UK) Ltd.

"You, your" means you, the sender.

"TeleHavale" means the product that allows customers of the Bank making money transfers via customer's credit and/or debit card(s) by telephone.

Registration

You must complete details of your name, current address, intended beneficiaries and credit and/or debit card(s) and other information as requested on the application form overleaf. You must ensure that the details given in the application are kept up to date.

Conditions

You will be issued with a customer number and we will ask you to give us a memorable word. You must take all necessary and reasonable precautions to prevent the disclosure and unauthorised use of the customer number and memorable word. You should inform us immediately if you have any reason to believe that your customer number and memorable word has become known to anyone else, or if the customer number and memorable word is being, or is likely to be, used in an unauthorised manner.

You must be aged 18 or over to use this service. You need not be an existing customer of the Bank. Transfers can only be made to beneficiaries in Turkey and TRNC that have been pre-registered using the application form. Transfers may be in Turkish Lira or Sterling and will be limited to £1,000 per customer per day, subject to the card issuer's limit on the card if it is lower.

Transfers can be made using only Visa or MasterCard credit cards or Visa debit cards that have been pre-registered with the Bank.

Acceptance/Refusal of Instructions

We will only act on instructions when given over the telephone in conjunction with your customer number, memorable word, date of birth and postcode. We may also ask you additional security questions and additional beneficiary details if required. We may refuse to accept any instructions at any time at our sole discretion without prior notice and without giving reasons.

Charges

Our fees are as set out in the current tariff of charges displayed in our branches and our web site. And the charges may either be deducted from the transfer or debited from your credit or debit card. The charge for your transaction will be communicated to you by the Bank at the time of the transaction.

Liability

THE FOLLOWING PROVISIONS LIMIT OR EXCLUDE OUR LIABILITY IN CERTAIN CIRCUMSTANCES. PLEASE READ THEM CAREFULLY.

We aim to credit transfers to the beneficiary's bank account within one working day provided that banks both in the UK and in Turkey/TRNC are open for business during this period but we cannot guarantee to do so.

In the event of delay, we shall use reasonable efforts to speed up the transfer and we shall inform you of progress.

We accept no liability for any loss damage or delay suffered either by you or by the intended beneficiary due to circumstances outside our control, attributable to a third party such as the correspondent bank, card issuer or a paying agent chosen by you, or due to your own error in giving instructions or completing the application form.

You agree to be responsible for all transactions that occur using your customer number and other security information.

We do not accept liability for additional costs attributable to fluctuations in exchange rates or by the exchange rate applied by the correspondent bank and/or card issuer.

To the extent permitted by law we do not accept any liability to compensate either you or the intended beneficiary for any direct or indirect losses in the event of delay or non-payment of the transfer but we may at our sole discretion agree to refund our charges to you.

If a transfer fails altogether and you do not wish to re-transmit the monies, you may reclaim the value of the transfer in full in the currency in which the transfer was initiated. To do so you must apply in writing to the address below.

If in any provision in this section '**liability**' is held in whole or in part to be illegal or unenforceable, then that provision, or the relevant part, shall be deemed not to form part of the contract between us and the enforceability of the other provisions of this contract shall not be affected.

Compliance

In order to comply with the laws against money laundering, we may ask you at any time for evidence of identification, proof of address and of the source of funds used and the purpose of the transfer.

Telephone calls will be recorded in order to help protect your interests and for training purposes.

Third Party Rights

No person who is not a party to the contract between us shall have any right to enforce or benefit from any of its terms.

Data Protection

By completing the application form you consent to the transfer and retention of your data outside the European Economic Area. If you want details of the data held by us, please contact us the address below.

Applicable Law and Jurisdiction

These terms and conditions are subject to English law and you agree to submit to the exclusive jurisdiction of the English courts.

Complaints

If you have a complaint or require any further information please write to Jonathan Kent, Financial Controller at the address below.

Contact Us

Turkish Bank (UK) Ltd.
84/86 Borough High Street
SE1 1LN, London
Tel: 0871 384 1017
Fax: 020 7407 7406
Email: info@turkishbank.co.uk

Turkish Bank (UK) Ltd is authorised and regulated by the Financial Services Authority and registered in England and Wales No. 2643004 Registered Office: 84-86 Borough High Street, London SE1 1LN.