

Set out below are the standard terms and conditions of C4C Services ('**C4C**') which apply in respect of the currency exchange services (the '**Services**') offered via C4C Services website, www.cash4coins.co.uk (the '**Website**'). References to 'Cash4coins, C4C Services, 'we', 'us' and 'our' are to C4C Services.

These terms and conditions are intended to be legally binding on you as customer and user of the Services ('**you**'), so please read them carefully. **YOUR ATTENTION IS DRAWN IN PARTICULAR TO THE PROVISIONS OF CLAUSE 4.** If you do not agree to these terms and conditions, please do not use the Services.

1 About us

We are a privately owned firm whose office is at Minerva Mills, Station Road, Alcester B49 5ET. We are regulated by HM Revenue and Customs and operate as a Bureau de Change with a Money Laundering Licence to operate, our licence number is 12698087

2 Restrictions on using the Services

2.1 In using the Services, you hereby warrant to us in the following terms:

2.1.1 You are at least 18 years of age and you have the capacity to enter into legally binding contracts.

2.1.2 You have good title to the currency, ("Currency") which you intend to sell to us. Such Currency will, in the event of a sale to us in accordance with these terms and conditions, be sold free from any liability or adverse claim of any type whatsoever.

2.1.3 You are using the Services privately, independently in your personal capacity or using the services for commercial, business or retail purposes.

2.1.5 All information which you submit to us (irrespective of the manner in which this is submitted) is true and accurate in all material respects.

2.2 If the Currency which you intend to sell to us is worth in aggregate £1,000 or more, you agree that you will provide us with such proof of identification as we may require in order to satisfy our legal obligations.

3 Online sale forms, carriage and insurance

3.1 When applying to use our services the Currency must be submitted with our Currency Exchange Form located that can be found on our website (a '**Form**'), whereby you will provide us with your details and payment requirements.

3.3 By completing and submitting a Form to us and by submitting your Currency to us, you are making an irrevocable offer (an '**Offer**') to sell your Currency to us for a price determined by reference to our Prevailing Rate (the '**Contract Price**').

Carriage and insurance

3.4 Currency posted to us by you is sent at your risk until received by us and must be packaged as per the instructions emailed to you by us.

3.4.2 Currency collected by us must be accompanied by the Form

3.4.3 Currency sent by the use of a courier where we have provided the courier service will be indemnified for a maximum of £200 when packaged as per our emailed instructions.

3.4.4 Currency requiring higher insurance must be notified to us in writing by email and we must agree in writing to increase the indemnity before it is collected by the courier

4 Processing

4.1 On receipt of your Currency at our offices we will email safe receipt to you. We reserve the right to reject and return to you (at our cost) by Royal Mail Special Delivery (or such similar service as may be offered by another carrier) any package sent to us under paragraph 3.4 if it appears to have been tampered with, damaged or opened, without incurring any further liability. We will notify you by e-mail if this is the case. All damaged packages will be weighed and photographed upon arrival with details emailed to you.

4.2 Within 7-28 days following our receipt of your Currency, we will complete an assessment (an '**Assessment**') of its Value and make an appropriate payment to you.

4.2.1 We shall not be responsible for returning Currency in the condition it was in when we first received it, nor shall we be responsible for any losses (howsoever arising) which you may incur as a result of any testing procedures which we undertake to authenticate currency.

4.3 An Assessment will result in the occurrence of one of the following:

4.3.1 Where we agree to purchase your currency we will make payment to you from the banking details included on the Form.

4.3.2 Where we in our absolute discretion determine that the actual value of your Currency is less than your assessment of its value by not more than 2% but we agree with your value of your Currency, we will accept your value but shall only be liable to pay you an amount representing the Contract Price for the value of the Currency actually received.

4.3.3 While all care will be taken during the sorting and counting of the currency we cannot guarantee the accuracy above 98% due to the many similarities between currencies.

4.4. Any Currency that has been incorrectly identified by you will be exchanged when possible.

Sorting and counting

4.1 All sorting and subsequent payments will be made within 7-28 days of receipt. All currency is sorted in the order received and the timescale depends on those ahead of yours when it arrives. Weights over 50kg will be individually agreed in advance if they will exceed this timescale.

4.2 Currency will be exchanged at our daily rates on the day of sorting. The rates will be fixed at the time of payment.

4.3 Non-redeemable coin currency or coins that are uneconomic to purchase as currency will be purchased as recyclable metal between £1 and £2 per kilo dependent on our assessment of the metal value at the time.

4.4 Where we deem necessary or in order to meet with high demand, payment schedules or time constraints we may at our discretion count all banknote currency and the top 10-15 high value currencies in coin received in a collection. For the residue all non-redeemable coins will be removed and weighed for purchase, all precious metal content coins removed and weighed for purchase, all USA and CAD 1 cents removed and weighed for purchase. The remainder will be bought by weight based upon an average per kilo price that was previously paid for fully counted and sorted low value, low denomination mixed currency in the last 3 months. This is subject to our discretion and fluctuations in our exchange rates.

4.5 We will endeavour to ensure any currency with a collectable value is identified but cannot be responsible for currency that is not identified and is subsequently exchanged at our daily exchange rate. Collectable currency will be itemised, valued and an offer to buy or return the individual currency will be made separately to general currency offers.

4.5.1 Any currency that is damaged, soiled or otherwise not easily identifiable may be regarded as scrap/recycled during our inspection of the currency. This includes coins that may be detrimental to our machines due to their damaged shape or substances attached to them.

4.5.2 Any banknotes that have been damaged, repaired or are badly soiled will be assessed for exchange and advised as either scrap or exchanged as old currency. Counterfeit currency will not be returned. Any banknotes that are incomplete with more than 20% missing may be discarded if they are not fit for exchange

5 **Payment or return of currency**

5.1 We will confirm payment to you by email once sent.

5.2 When required scrap currency returned may not be the actual coins received due to the sorting and storing procedures we operate. It will be of an equal value or we may at our discretion purchase the scrap to recycle and return all other currency.

5.3 We reserve the right to return currency due to large exchange rate fluctuations due to natural disaster, acts of terrorism, computer error or other unforeseen circumstances.

5.4 We have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

5.5 You and any relevant third party shall be bound by these limitation of liability provisions, including (without limitation) you and your successors, insurance carriers and any other person or entity asserting any right or claim in connection with your use of the Services. Should your insurance carrier issue a subrogation claim against us in circumstances where you instead could have brought such claim, we shall have no liability and you expressly waive your right to any such subrogation claim on your and your insurance carrier's behalf.

5.6 We shall have no liability or responsibility for any failure to perform, or delay in performance of, any of our obligations under these terms and conditions caused as a result of acts or events which are beyond our reasonable control, including (without limitation) strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

5.7 These terms and conditions apply in respect of the Services to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. These terms and conditions shall constitute the entire agreement between us and you in respect of the Services and you acknowledge that you have not relied on any statement, promise or representation made or given by us or on our behalf which is not set out in these terms and conditions or any communications issued pursuant paragraph 4.

5.6 Nothing in this paragraph 5:

5.6.1 shall limit or affect our liability resulting from:

5.6.1.1 death or personal injury caused by our negligence; or

5.6.1.2 fraud or fraudulent misrepresentation on our part; or

5.6.2 shall affect your statutory rights.

6 **Nature of Offers**

We only exchange Coins and banknotes. Other items that may be included in error will be bought to recycle when they have a metal content. All other items will be disposed of Irrespective of whether we accept your Offer. Any non-Metal items sent to us will not be returned (unless you otherwise confirm to us in writing, in which case, you shall be liable for the associated postage and packaging costs) and we shall have no liability in respect of such items.

7 **Intellectual property**

Nothing in these terms and conditions grants you a licence to use any of our trade marks or other intellectual property for any purpose whatsoever.

8 **How we will use your personal information**

8.1 We will use the personal information which you provide to us to:

8.1.1 Provide the Services; and process any payment due to you in respect of such Services, and for no other purpose.

9.1 We will not give your personal data to any third party and shall maintain its confidentiality.

10 **Indemnification**

You agree to indemnify us against all liabilities, claims, losses, costs and fees which we incur as a result of any breach by you of these terms and conditions (including, but not limited to, claims brought by third parties).

11 **Other important terms and conditions**

Transfer of rights and enforcement

12.1 We may transfer our rights and obligations under these terms and conditions to another organisation. We shall notify you in writing if this happens, but any such transfer will not affect your rights or our obligations under these terms and conditions.

12.2 Subject to paragraph 12.1, this contract is between you and us.

12.3 Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs shall remain in full force and effect.

Governing law, jurisdiction and waiver

12.4 These terms and conditions are governed by English law and the parties to them hereby submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute or claim that arises out of or in connection with them.

12.5 No failure or delay by us in exercising any right, power, privilege or remedy available to us under these terms and conditions or in law shall constitute a waiver of that right, power, privilege or remedy.

Date of binding effect

12.6 These terms and conditions were published on 08th August 2015 and shall apply to and be effective in respect of all Services and Valuation Services provided by us.