

Terms and Conditions

1. General Provisions

These Terms and Conditions outline the rules governing your access to and use of our website ("the Website") and associated services ("the Service"). By accessing, registering for, or utilizing the Service, you agree to comply with these Terms and Conditions in full.

In these Terms and Conditions, "we," "us," and "our" refer to Hamzah Services LTD, while "you" and "your" pertain to anyone accessing or using the Service. It is essential to note that your use of the Service is conditional upon your acceptance of these Terms and Conditions. The document is presented in English, and all associated Services, instructions, and transactions will also be conducted exclusively in English.

2. Definitions

The terms listed below shall have the meanings specified within this document:

- **Compliance Officer:** A designated employee at Hamzah Services LTD responsible for ensuring compliance with Money Transfer Regulations, anti-money laundering laws, and other legal requirements.
- **Fees:** Refers to the costs or charges for using the Service. These are detailed on our Website or Application, disclosed during order confirmation, or outlined in these Terms and Conditions.
- **Force Majeure Event:** Circumstances detailed in Clause VII.G that may prevent or delay service delivery due to uncontrollable factors.
- **FX Spread:** The difference between the currency exchange rate we acquire and the rate provided to you during transactions involving currency conversion. This spread, covering operational costs and a small margin, is disclosed in your order confirmation.
- **Malicious Code:** Includes harmful software such as viruses, worms, trojans, or any other malicious programs intended to disrupt systems, delete data, or compromise security.
- **Money Transfer Regulations:** Governing laws in the UK or other applicable jurisdictions related to electronic money transfer services, including but not limited to the Financial Services and Markets Acts 2000/2016, the Payment Services Regulations 2017, and the Electronic Money Regulations 2011.
- **Prohibited Purpose:** Any activity deemed illegal under the laws of the countries involved in the transaction, including money laundering, transferring proceeds from illegal activities, or funding unlawful purposes.
- **Recipient:** The individual designated to receive funds through the Service.
- **Reference Number:** A unique transaction identifier provided to the Sender and required for the Recipient to access the transferred funds.
- **Sender:** The individual initiating a money transfer via the Service.

- **Transaction:** Refers to every use of the Service, including money transfers and related activities.
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3. Eligibility and Access Rights

A. By using the Service, you confirm that you are at least 18 years of age and possess the legal capacity to enter binding agreements.

B. Without affecting your rights for any previously confirmed Service orders, we reserve the right to suspend or terminate your access to the Service without notice if:

1. You attempt to use the Service for any **Prohibited Purpose**.
 2. You try to transfer or withdraw funds from an account that is not legally yours.
 3. Ownership or the right to access an account or card is contested by multiple parties.
 4. You provide false or misleading identity evidence or fail to supply accurate, current, and complete information when requested.
 5. You attempt to tamper with, hack, overload, modify, or otherwise compromise the security and functionality of the Website or Application, or if you infect the system with **Malicious Code**.
 6. You breach any clause of these Terms and Conditions.
 7. There are reasonable grounds to suspect the above activities.
 8. A Compliance Officer, based on their discretion, decides to suspend or terminate your access.
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4. Formation of the Contract

A. When you place an order for a money transfer using the Website or Application, you will receive an email acknowledging receipt of your request. However, this email does not constitute acceptance of the order.

B. Your order is considered an offer to engage our Service, which we may accept at our discretion. Our acceptance will be communicated through a confirmation email indicating that we are processing your request (referred to as "the Confirmation"). Only upon issuing this Confirmation is a binding contract ("the Contract") formed between you and us.

C. The Contract applies solely to the specific services outlined in the Confirmation email.

D. We reserve the right to refuse to process your order, even after issuing a Confirmation, under the following circumstances:

1. Insufficient or unsatisfactory identity verification.
2. Provision of false, incomplete, or inaccurate details.
3. Inability to contact you through the information provided.
4. Late submission of necessary documents or information required for processing.

5. Attempts to tamper with, hack, or disrupt the functionality or security of the Website or Application.
6. Violation of these Terms and Conditions or applicable legal requirements.
7. If the transaction exposes us to potential liabilities.
8. Issues related to currency exchange or availability.
9. Any **Force Majeure Event**.
10. Decisions made by a Compliance Officer based on discretionary judgment.

E. We are not liable for any damages, costs, or losses incurred by the Sender, Recipient, or third parties if we fail to process a transaction due to reasons outlined in Clause III.B or VI.D.

5. Information Provided After Transaction Processing

Once the transaction has been processed for the Recipient, you will receive an email containing the following details:

- A. A unique transaction reference number.
- B. Confirmation of the exact amount sent to the Recipient in both the currency you paid and the currency they will receive.
- C. Details of the fees charged for the transaction.
- D. The exchange rate applied to your transaction.
- E. Confirmation of the recipient bank details (if funds are transferred directly to a bank account).

6. Confidentiality and Privacy

- A. As a regulated institution, we are legally required to collect, verify, and retain information about our customers. This may include consulting legal sources or requesting personal data directly from you to provide the Service.
- B. Your personal data will be processed securely and in strict accordance with applicable privacy laws and regulations.
- C. Customer information will not be considered confidential if it is already public knowledge or becomes publicly available through no fault of ours.
- D. We may disclose customer information if required by law, court orders, or regulatory authorities. This may include sharing data with law enforcement agencies to prevent or detect criminal activity, such as fraud, money laundering, or terrorism financing. Suspicious activity may also be reported to relevant authorities.
- E. For more details on how your information is handled, please refer to our Privacy Policy.

7. Limitations of liability

- A. In cases where your money transfer is delayed or fails, you may be eligible for a refund, minus any applicable fees, or entitled to compensation under relevant Money Transfer Regulations. For further assistance with refunds or compensation claims, you may reach out to us on info@hamzahservices.co.uk

B. All claims for refunds or compensation must be supported by valid and complete evidence to substantiate the request.

C. If a money transfer fails or is delayed after you have received confirmation, and you are not eligible for compensation under the applicable Money Transfer Regulations, we limit our liability to the higher of the following:

1. The total amount of service charges you paid us for that specific transaction.
2. €600.
This liability cap applies per transaction and extends to any single event, related series of actions, or omissions connected to that transaction.

D. Beyond the compensation or refunds explicitly covered in Clause 7.A, we disclaim liability for any indirect, consequential, or incidental losses or damages you may incur. This includes, but is not limited to:

1. Loss of anticipated profits or savings.
2. Financial loss due to delays.
3. Loss of business opportunities or reputational damage.
4. Diminished goodwill or economic losses.
5. Loss of data.
We are not liable for such outcomes even if you have informed us of their potential beforehand.

E. Our liability exclusions do not override responsibilities for:

1. Injury or death caused directly by our negligence.
2. Fraudulent activities, intentional misconduct, or gross negligence on our part.

F. We do not assume any responsibility for disputes related to the goods or services you pay for using our Service. This includes issues regarding their quality, safety, legality, or timely delivery.

G. Our inability to fulfil obligations under the Contract or delays in service delivery may arise due to external factors outside of our reasonable control. Such circumstances, collectively referred to as **Force Majeure Events**, include but are not limited to:

1. Natural disasters such as floods, earthquakes, fires, or extreme weather events.
2. Acts of war, terrorism, or armed conflicts.
3. Civil disturbances, strikes, or industrial disputes.
4. Global pandemics, epidemics, or public health emergencies.
5. Government-imposed sanctions, embargoes, or restrictions.
6. Failures or malfunctions in telecommunications, power supply, or other essential utilities.
7. Disruptions caused by malicious cyber activities, including viruses or malware.

H. During a **Force Majeure Event**, our contractual obligations will be considered suspended for the duration of the event. Performance deadlines will be extended accordingly. We will make reasonable efforts to identify and implement alternative solutions to resume service once the event subsides.

I. It is important to note that we are not liable for errors, delays, or losses caused by the following external factors:

1. Actions or negligence by third-party service providers, such as banks or payment processors.
2. Unforeseen communication failures or technological disruptions not within our control.
3. Issues stemming from inaccurate or incomplete information provided by you.

8. Your Responsibilities and Obligations

A. You must be at least 18 years old and possess the legal capacity to enter into binding agreements to utilize the Service.

B. Payment of all applicable fees associated with the Service is your responsibility and must be completed in full.

C. You are required to comply with these Terms and Conditions as well as all relevant laws, rules, and regulations applicable to your use of the Service.

D. As part of your registration and use of the Service, you agree to:

1. Provide accurate, complete, and up-to-date information, including valid proof of identity, as requested.
2. Submit all required documents and details necessary for processing transactions or meeting legal and regulatory obligations.
3. Update your personal information promptly to ensure it remains current and accurate.
4. Avoid using the Service for any **Prohibited Purpose** or engaging in activities designed to tamper with, hack, or disrupt the functionality or security of the Website or Application, including introducing **Malicious Code**.
5. Only initiate transactions from accounts, credit cards, or debit cards legally owned by you. You are not permitted to submit transfers on behalf of other individuals.
6. Maintain only one registered account with us unless explicitly authorized otherwise.
7. Safeguard your Reference Number and transaction details, sharing them only with the intended Recipient.
8. Use the Service only to transfer funds to known individuals or to pay for goods and services from trusted and verified suppliers. You acknowledge that we have no control over the quality, safety, legality, or delivery of goods or services purchased using our Service.

E. You understand and accept that:

1. We are required by law to retain records of your transactions and related data for a minimum of five years or longer, as stipulated by applicable regulations.
2. Currency conversion for transactions will be performed using our exchange rates, which are displayed on the Website or Application or communicated before transaction confirmation.

3. We reserve the right to adjust the FX Spread during periods when financial markets are closed, such as weekends or public holidays, to account for potential currency fluctuations.
 4. Certain countries may impose limits on the minimum or maximum amounts that can be transferred using our Service.
 5. You will be held responsible for any losses we incur as a result of fraudulent activity initiated by you.
 6. It is your responsibility to notify us immediately if you believe that a transaction was improperly executed, only partially received, or not received at all.
 7. You must inform the Recipient of any details required to collect the transferred funds, such as the Reference Number, the amount sent, and any identification they may need to present.
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9. Fees and Payment Methods

- A. The total cost of the Service includes the **FX Spread** and applicable fees.
 - B. Fees are subject to change; however, any updates to our fee structure will not affect confirmed orders.
 - C. If you pay using a debit card, the charge will be processed once we accept your transfer request.
 - D. Should your bank or card issuer decline the transaction, your account will not be debited. However, it is possible that the attempted amount may be temporarily held by your bank or card issuer. You will need to contact your financial institution to resolve such issues.
 - E. From time to time, we or our partners may offer discounts on fees through promotional campaigns. Such offers are subject to specific terms and conditions that will be honored as published.
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10. Cancellations and Refunds

- A. You have the right to cancel a transaction before the payment has been made to the Recipient. To do so, you may:
 1. Call us on 020 3925 8717.
 2. Email us at info@hamzahservices.co.uk
- B. If you cancel a transaction after funds have been sent to us but before they are paid to the Recipient:
 1. We will refund the amount you intended to transfer, provided it has not yet been disbursed to the Recipient as per your instructions.
 2. We reserve the right to retain the fees for the Service or to charge you if they have not been paid already.
- C. If the funds have already been transferred to our partners for disbursement, cancellation may not be possible due to varying partner procedures, which may involve complexities such as communication across time zones.

D. Refunds may take up to seven working days to process and are subject to your bank's timelines, which are beyond our control.

E. Refunds of less than £3 or €3 may not be processed, and we reserve the right to charge a refund fee of £3 or €3, depending on the transaction currency, for cancellations initiated by you without fault on our part.

F. If the Recipient does not collect the funds within 13 months of the date they became available, you forfeit any rights to a refund or cancellation of the transaction.

G. Transactions that remain uncollected or require correction after one month may be canceled by us without prior notice. Refunds in such cases will not include the Service fees, which we will retain.

11. Complaints

A. We value customer feedback as it helps us improve the quality of our Service. If you wish to raise a complaint about any aspect of the Service, you may submit it in writing to us at the following addresses:

1. Suite 3, First Floor, Amba House, 15 College Road, Harrow, HA1 1BA.
2. Email: info@hamzahservices.co.uk.

B. We will investigate your complaint thoroughly and aim to respond with the outcome of our investigation within seven working days from the date of receiving your complaint.

C. If you remain dissatisfied with our handling of your complaint or the resolution provided, you have the right to escalate the matter to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR. You can contact them by phone at 0800 023 4567 or by email at complaint.info@financial-ombudsman.org.uk.

12. Money Transfer and Payment Services Regulations

The Payment Services Regulations 2017 govern money transfers within the European Economic Area (EEA), which includes EU member states, Norway, Iceland, and Liechtenstein, as long as the transactions are in Euros, British Pounds, or other EEA currencies.

These regulations establish rules for electronic payment services, including classifications of providers and requirements for authorization by the Financial Conduct Authority (FCA). For further information, contact us at info@hamzahservices.co.uk.

13. Written Communications

Certain communications between us may need to be in writing, as required by applicable laws and regulations. You agree that electronic communications, such as emails, satisfy this requirement. Electronic communications will be deemed valid and effective for the purposes of our Contract. This clause does not affect your statutory rights.

Notices and Communications

A. All notices to us must be in English and sent to:

- Hamzah Services LTD, Suite 3, First Floor, Amba House, 15 College Road, Harrow, HA1 1BA.

B. We may provide notices to you regarding the Service or any transactions through the email address or postal address you have supplied. Notices sent by email will be considered received immediately upon dispatch, while those sent by post will be deemed received:

1. One day after posting for domestic mail.
 2. Six days after posting for international mail.
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14. Transfer of Rights and Obligations

A. We may transfer our rights and obligations under these Terms and Conditions or any related Contract to our affiliates or a successor entity acquiring our business. This transfer will take effect once we notify you, including notices through the Website or Application.

B. We may use subcontractors, agents, or third parties to fulfil our obligations.

C. You may not transfer your rights or obligations under this Contract unless we provide explicit written consent.

15. Waiver of Rights

A. Failure on our part to enforce any of your obligations under these Terms and Conditions does not constitute a waiver of those rights. Similarly, a delay in exercising any right or remedy available to us does not mean those rights are waived.

B. A waiver of any specific default will not imply a waiver of any subsequent default.

C. Any waiver of a term or condition must be explicitly stated in writing and communicated to you.

16. Severability

If any clause or provision within these Terms and Conditions is deemed unlawful, invalid, or unenforceable by a court of competent authority, the remaining provisions will continue to be enforceable to the fullest extent permitted by law.

17. Entire Agreement

A. These Terms and Conditions, along with any referenced documents, represent the complete agreement between you and us. They replace any previous discussions, correspondence, negotiations, or agreements regarding the Service.

B. You confirm that, in entering into this agreement, you are not relying on any representations or warranties not expressly outlined in these Terms and Conditions.

C. Nothing in this clause excludes liability for fraudulent misrepresentation.

18. Changes to the Terms and Conditions

- A. We reserve the right to modify, revise, or replace these Terms and Conditions as necessary.
- B. The Terms and Conditions in effect at the time of your order will govern that order. However, we may notify you of changes to the Terms and Conditions after an order is placed but before confirmation. In such cases, you may cancel the order within seven days of receiving notice of the updated terms.

19. Third-Party Rights

No individual or entity who is not a party to this agreement shall have any rights to enforce its provisions under the Contracts (Rights of Third Parties) Act 1999.

20. Governing Law and Jurisdiction

Contracts for services provided through the Website or Application, and any disputes arising from these contracts (including non-contractual claims), will be governed by the laws of England and Wales. You agree to submit to the non-exclusive jurisdiction of English courts. This does not affect your statutory rights.

21. Intellectual Property

- A. The Website, its content, the name "Hamzah Services LTD," logos, trademarks, and other related intellectual property rights belong to us, our affiliates, or third-party licensors. You do not acquire any ownership or usage rights through your use of the Service.
- B. You may only use the Website and Application for legitimate purposes related to the Service. Unauthorized duplication, publication, or distribution of Website content, applications, or intellectual property for commercial or public use is strictly prohibited without our written permission.

22. Company Information and Contact

- A. Hamzah Services LTD operates the Website, enabling customers to transfer money using internet-connected devices or mobile phones.
- B. The company, registered in the UK under company number 911263, is engaged in money transfer services. Our head office is located at Suite 3, First Floor, Amba House, 15 College Road, Harrow, HA1 1BA.
- C. You can contact us through the following channels:
- Telephone: 020 3925 8717.
 - Email: info@hamzahservices.co.uk
 - Website: www.hamzahservices.co.uk