

Best Group Currency Exchange Client Information Pack



For our clients who would like our help in converting their currency, we provide the following documentation.

Although Best Group is not a foreign exchange dealer as a business, we do offer those we deal with, access to the exchange rates we achieve, which can be superior to those offered by brokers and banks directly to clients. When we do, we need to make sure that the transaction is well handled and the regulations in respect of Money Laundering are adhered to. Best Group is registered by HM Customs and Excise as a Money Forwarder – MLR No. 12283355.

This document explains how we can help you make sure that your foreign exchange saves you more than you thought possible.

Phone: 0845 130 9022. Fax 01829 771977

Best Group is the UK's leading fractional ownership company, providing unrivalled advice and support to both developers and those seeking to own luxury properties in syndicates. One of the by-products of our business is the excellent foreign exchange terms we secure for our own transactions.

We are happy to support our clients by allowing them to benefit from our operation, and we can give you the following:

- an exchange rate better than any you can achieve elsewhere
- the chance to fix your rate ahead for up to a year
- funds delivered to your preferred location at no extra cost
- no limitation on transaction size

We offer you the chance to come to us with the best deal you can secure yourself, and then to ask us to see if we can offer you a better deal. If we can, we share the benefit with you.

We try to make the transaction as painless as possible, but to make sure we adhere to all Money Laundering Regulations (MLR), we ask you to go through the following steps:

Step 1. Opening an account

This is done by simply returning the application form to us along with two forms of ID; one must be photographic (a passport or driving licence) and the other must contain proof of address (a recent utility bill or bank statement). Once we have received and processed your application, you can start to make currency your currency transaction.

Step 2. Buying your currency

First, contact your usual provider of exchange services and determine your best rate. Then call us on 0845 130 9022 to agree a rate with us. We will agree a rate and the trade details with you. If you wish to proceed, we will then go ahead and purchase the currency on your behalf. Once a trade has been agreed we will promptly send you a deal receipt, this will contain details of your trade and also provide instructions on how and when to make payment for your currency. Page one of the deal receipt should be checked, signed and returned to us swiftly. Page two asks you to complete the details of where you wish to transfer the purchased currency. We do not require these details at the time of trading but do require them one working day before maturity of your contract.

Step 3. Paying for your currency

Payment is usually made by cheque or bank transfer, details of which are contained in the deal receipt. Cheques should be posted to the accounts department and bank transfers directed to the account stated on the deal receipt. Please note that all cheques and bankers drafts take six working days to clear. A bank transfer will take no longer than three working days.

Step 4. Getting your Currency.

Once we have received and cleared your funds we will transfer the purchased currency to any bank account of your choice the same day. This service is offered free of charge to all clients. A typical transaction will take three working days to complete.

FAQ

How and when do I pay for my currency?

Payment is usually made by bank transfer (T.T.) or cheque. Instructions on how to do this can be found on each deal receipt. Once we have cleared your funds, we will transfer the purchased currency immediately to the specified account.

How does Best Group transfer the currency?

All of our payments are sent by 'Swift' transfer which is the quickest method. The purchased currency normally arrives in your nominated account within 24 hours, except exotic currencies which may take 48 hours.

How much does it cost?

Nothing at all. When buying currency through Best Group, you will not be charged any commission fees, transfer fees or account charges.

Do you handle cash deposits and withdrawals?

In line with Customs and Excise regulations we do not offer cash based services. All payments to and from Best Group can be made by cheque, draft or telegraphic transfer.

What are spot and forward contracts?

When purchasing currency there are two types of contract available; a spot contract and a forward contract. A spot contract asks that you make payment for the total amount of currency purchased. Once we have received and cleared your funds, the purchased currency is ready for immediate delivery. A forward contract allows you to secure a deal for delivery on a future date without paying for your currency immediately, thus protecting yourself against movements in the exchange rate. Requirements of a forward contract are a deposit paid within one week of agreeing the trade and the remaining balance upon the agreed date in the future. This can often be a useful tool for clients who may be buying property on a stage payment system or other long term payment plan.

What are my obligations to Best Group?

There is no obligation to trade with us, and you are free to use your own bank or foreign exchange dealer. However, once a trade has been agreed it may not be cancelled. If the currency is not required it may be sold back to the market once it has been paid for.

Terms and Conditions of Business

This is a contract between BEST GROUP LIMITED (company number [05645188]) of Salisbury House, London Wall, London EC4M 5QY ("BGL") and the Client.

Background

A BGL provides fractional ownership support to buyers and developers, and in the nature of that business offers to support the client in making foreign exchange transactions.

B This agreement sets out terms (other than as to dates, exchange rates and amounts) which are to be incorporated into any FX contact between them.

C These Terms supersede any other terms previously supplied by BGL to the Client.

Operative Provisions

- 1 It is agreed that no oral arrangement between them shall constitute an FX Contract between them prior to the satisfaction of the CPs
- 2.1 The process by which an FX Contract between the parties incorporating these terms is made is as follows:
 - 2.1.1 The Client informs BGL by telephone, quoting the Dealing Reference and provides the amounts and dates for delivery of the currencies it wishes to acquire;
 - 2.1.2 BGL indicates the prices for those amounts and dates;
 - 2.1.3 The Client makes an offer at those indicated prices for the relevant dates;
 - 2.1.4 BGL accepts that offer or if unable to do so due to changes in market conditions since the indicative figures given in accordance with Clause 2.1.2 gives revised indicative figures and the process proceeds as if these had been given in accordance with Clause 2.1.2;
- 2.2 That process shall continue until with one of the parties declines to continue or an offer from the client has been accepted by BGL whereupon BGL shall in the normal course issue a TCD to the Client.
- 2.3 Each TCD shall have allocated to it a unique reference number.
- 2.4 A failure by BGL to issue a TCD to the Client will not prejudice the rights and obligations of either party under the FX Contract.
- 2.5 Any error, or omission in a TCD must be notified to BGL within 48 hours of its receipt by the Client. Thereafter, in the absence of manifest error on the face of the TCD, the Client may not dispute the terms of the FX Contract as evidenced by the TCD.
- 3.1 The parties each acknowledge to the other and declare that:
 - 3.1.1 any FX Contract is solely for the purpose of sale and/or purchase and delivery of Currency to the Client or their nominated third party;
 - 3.1.2 no representations or warranties are given, accepted or relied on in connection with any FX Contract save as to amounts dates and prices or as set out herein;
 - 3.1.3 The Client in entering into an FX Contract will rely solely on its own judgment and not on any statement expressed by BGL relating to any aspect of the FX Contract other than as set out in Clause 2.1;
- 4.1 The Client will take physical delivery, or procure that a nominated third party will take physical delivery, of the Currency.
- 4.2 The Client represents and warrants to BGL that both at today's date and at any time form the making of an FX Contract until that contract has been fulfilled or terminated:
 - 4.2.1 The Client is acting as principal on its own account and has full power and authority and has taken all necessary steps to enable it lawfully to enter into and comply with the terms and conditions of an FX Contract;
 - 4.2.2 all sums held in the Client Account of BGL for the Client (until those monies become due to BGL) are and will remain beneficially owned by the Client and the Client will not create any charge or other encumbrance over or in respect of those monies;
 - 4.2.3 all information supplied to BGL is, or at the time it is supplied, was true and accurate in all material respects and to the extent that it ceases to be so, the Client will immediately notify BGL of the facts and circumstances which give rise to it not longer being so;
 - 4.2.4 the Client will provide BGL upon request any information regarding the Client, its financial and business affairs and identity in which BGL requires to comply with its obligations the United Kingdom Money Laundering Regulations Act 1993 or other legislation or regulations which apply to it.
- 4.3 The Client must quote the relevant TCD reference at all times in all communications with BGL.
- 4.4 The Client Reference forms part of the identifications process thus it is the responsibility of the client to maintain the confidentiality of the Client Reference.
- 5.1 The Client shall pay into BGL's Client Account the Currency Value by the date agreed under any FX Contract.
- 5.2 The Client will, on demand, pay into the Client Account any margin (on account of the Currency Value) as set out in the relevant FX Contract.
- 5.3 The Client acknowledges that any margin paid under an FX Contract may be forfeited by the Client if the FX Contract is terminated due to any fault of the Client. The Client acknowledges that there may be Margin Calls on any FX Contract which is a forward contract.
- 5.4 BGL shall not have to fulfill any of its obligations under an FX Contract until it has received confirmation from its bank that the Currency Value has been credited to the Client Account as cleared funds without recourse.
- 5.5 Time is of the essence in relation to any payments due to BGL by the Client under an FX Contract.
- 5.6 All payments due from the Client to BGL under an FX Contract shall be made in full without any set-off, counterclaim, deduction or withholding whatsoever.
- 5.7 BGL may deduct from any payment to be made to the Client under an FX Contract any amounts which it is required to deduct by law, including by way of example tax, or any other sums such as bank charges that may be properly incurred by BGL in fulfilling its obligations under the FX Contract and effecting delivery.
- 5.8 If a Client's cheque or other form of payment is dishonored, not met on first presentation or stopped for whatever reason, BGL may charge an administration charge in respect of each such cheque or other payment made. The administration charge will be payable by the Client as part of the amount of the Currency Value due under the relevant FX Contract.
- 5.9 If the Client fails to make, in full any payment of the Currency Value, as and when such payment becomes due and payable under an FX Contract, the amount outstanding of the Currency Value shall bear interest accruing day to day from the Delivery Date to the date of payment at a rate of 19% per annum over the base rate of the Bank of England as varied from time to time.
- 5.10 BGL assumes no responsibility whatsoever for any delay in payment under an FX Contract caused by the Client or any other third party, including by way of example bank, postal delay and/or delay caused due to accident, emergency or Act of God. For the avoidance of doubt, the Client accepts that it is the Client who is solely responsible for ensuring that all payments required under an FX Contract are made promptly and within the time limits specified in the FX Contract.

- 6.1 If there is a conflict between these Terms and the terms and conditions of an FX Contract, the terms and conditions of the FX Contract prevail unless otherwise agreed.
- 7.1 If there is a dispute relating to an FX Contract (a "Disputed FX Contract"), BGL may at any time, in its absolute discretion and without prior notification to the Client close-out the Disputed FX Contract or take whatever other action BGL deems appropriate in relation to its obligations there under. BGL will notify the Client (orally or in writing) as soon as possible thereafter of any action it has taken but any failure by BGL to give such notice will not prejudice the validity of such action.
- 7.1 The liability of the party found to be at fault in respect of any Disputed FX Contract shall not exceed the actual amounts due under the Disputed FX Contract together with interest accrued at the rate of 4% above the Bank of England base rate as varied from time to time.
- 8.1. BGL may terminate an FX Contract and take whatever action it deems necessary upon or at any time after the happening of any of the following without giving prior notice to the Client:
- 8.1.1. A failure by the Client to comply with any of its material obligations under an FX Contract (including by way of example a breach of any of the representations and warranties contained or contemplated herein;
- 8.1.2 where the Client is an individual:
- the death of the Client;
 - the Client becomes of unsound mind or suffers from a mental disorder and is admitted to hospital in pursuance of an application for treatment under the Mental Health Act 1983 or has an order made by any court of competent jurisdiction in matters of mental disorder for his/her detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his/her property or affairs;
 - whether in the United Kingdom or elsewhere, the Client suspends payment of its debts, make any formal or informal composition with its creditors generally, suffers a Receiver to be appointed over some or all of its assets, takes or has any proceeding taken against it in bankruptcy;
- 8.1.3 if the Client is not an individual
- has a receiver or administrator appointed of any part of its assets
 - enters into any arrangement (formal or otherwise) whereby it compounds with its creditors generally
 - has a petition advertised for its winding up
 - goes into liquidation other than for the purposes of a solvent bona fide reconstruction or amalgamation
- 8.2 If the Client becomes aware of the occurrence of any of the events above, it shall immediately notify BGL of the facts and circumstances relating thereto BGL may terminate an FX Contract forthwith if it becomes or is likely to become unlawful for BGL to maintain or give effect to all or any of the obligations there under or otherwise to carry on its business or if BGL or the Client is requested to close-out and terminate an FX Contract (or any part thereof) by any regulatory authority whether or not that request is legally binding.
- 9.1 BGL shall not be liable to the Client for the non-performance of BGL's obligations under an FX Contract or the failure to execute any FX Contract in accordance with the instructions of the Client by reason of any cause beyond the reasonable control of BGL.
- 9.2 The Client indemnifies BGL and keeps it indemnified from and against all liabilities, damages, losses and costs (including legal costs), duties, taxes, charges or commissions incurred or suffered by BGL in the proper performance of its services or the enforcement of its rights under any FX Contract and, by way of example, against all amounts which BGL may properly certify to be necessary to compensate it for all costs, expenses, liabilities and losses sustained or incurred by BGL (including but not limited to BGL's loss of profit and any loss or expenses which BGL may suffer or incur in taking such action as BGL may, acting reasonably, consider necessary or appropriate in the circumstances to cover, reduce or eliminate its exposure in respect of any FX Contract where the Client fails to honour its obligations there under) as a result of:-
- 9.2.1 late or on payment by the Client of any amount payable under an FX Contract or any other material breach by the Client of its obligations there under;
- 9.2.2 BGL effecting and taking all and any action and steps whatsoever to carry out the terms of any telephone instruction from or purporting to be from a person duly designated or authorised by the Client; or
- 9.2.3 BGL exercising its rights under an FX Contract to close-out all or any part of any FX Contract before its applicable Delivery Date;
- 10.1 The indemnity provided under clause 9.2 shall survive termination of the terms of an FX Contract.
- 11.1 No failure or delay on the part of any party in exercising any right or remedy under an FX Contract shall operate as a waiver thereof. The rights and remedies provided in an FX Contract and the indemnities incorporated therein are cumulative and not exclusive of any rights or remedies provided by law. The parties agree and consent to the recording of telephone conversations between the parties and the use of such recording as evidence by either party in any dispute between them relating to dealings between the parties.
- 11.2 Any such recording or transcript of the same made by BGL may be destroyed by BGL in accordance with generally accepted market practice.
- 12 No amendment or variation of this agreement or any FX Contract shall have effect until reduced to writing and signed by the parties
- 13 This Agreement and any FX Contract shall be governed by English law and are subject to the exclusive jurisdiction of the courts of England and Wales.

DEFINITIONS

"CP" means all of

- the delivery to and acceptance by BGL of
 - An executed copy of these terms and condition
 - Copies of a passport driving licence or other similar form of photographic ID
 - Copies of proof of address such as a recent utility bill or rates or other local tax demand
- the communication of that acceptance by BGL to the Client in writing
- the allocation by BGL of and delivery to the Client of a Dealing Reference

"Currency" means currency purchased in accordance with the terms of the relevant FX Contract;

"Currency Value" means the amount of funds required from the Client by BGL to fulfil its payment obligations under an FX Contract;

"Client" means the person whose details are set out herein who has executed this Agreement;

"Dealing Reference" means the unique confidential dealing reference issued to the client referred to in the CPs

"TCD" means the trade confirmation document which may be issued in respect of an FX Contract in accordance with Clause 2.2

"Delivery Date" means a date on which the Currency or an agreed part thereof is to be delivered to the Client or a nominated party under the FX Contract and as may be detailed in the TCD.

"FX Contract" means a contract entered into by BGL with the Client as contemplated by this Agreement Terms under which BGL agrees to sell and/or purchase Currency and deliver Currency to the Client, and the Client agrees to sell and/or purchase Currency and take delivery of Currency on the Delivery Date and includes, without limitation, Forward Contracts, Forward Time Option Contracts, Limit Orders, Stop Orders or any variation or combination thereof;

"Margin Call" means a request for additional margin on a forward contract needed to ensure that taken together with the margin already paid is sufficient to close out the relevant forward FX Contract without loss

"Client Account" means the bank account in the name of BGL, details of which will be supplied by BGL to the Client from time to time in which BGL will hold the Client's money on trust for the Client until such time as the money is to be paid out by BGL in accordance with a relevant FX contract;



Client Acceptance Form

Client Name 1 _____ Client Name 2 _____

Address _____

Postcode _____

Home Tel _____

Work Tel _____

Mobile _____

Fax _____

E-mail _____

Compliance Checklist (Please tick each to accept)

I understand the procedures involved in asking Best Group to carry out a foreign exchange transaction

I have been made aware that a deposit is required as security against forward contracts

Once I have agreed a trade verbally it cannot be cancelled

Upon instructing Best Group to purchase currency I will receive written confirmation within 48 hours. This must be signed and returned immediately. Failure to return this document does NOT void the agreement.

I accept that Best Group is assisting me with making foreign currency exchange(s) and is not for the purpose of speculative investment.

Client Statement

I/we the client(s) have included as ID – Photographic proof proof of address other _____

I/we confirm that the information provided in this document is correct and will inform Best Group of any changes immediately in writing.

I/we have read, understood and fully agree to the terms and conditions set out in pages 4 to 6 of this document.

Signature 1 _____

Print Name _____

Date _____

Signature 2 _____

Print Name _____

Date _____

Best Group use only

Accepted by: _____

Date: _____