

LOVE2SHOP ONLINE and ANYWHERE PREPAID CARD TERMS AND CONDITIONS

This Agreement applies to Your Card. You must read it carefully. [By applying for or using the Card, You are agreeing to the terms set out in this Agreement.](#) Your rights and obligations in relation to Your Card are as set out in this Agreement. You can view or download a copy of this Agreement at any time via the Website.

DEFINITIONS

“**Account**” means the account to which Your Card is linked.

“**Agreement**” means these Card terms and conditions.

“**Available Funds**” means the value at any given time of unspent funds loaded onto Your Card and available to pay for transactions and fees and charges payable under this Agreement.

“**Card**” means the prepaid MasterCard® card issued to You (including both the “Love2shop Online Card” and the “Love2shop Anywhere Card”).

“**Cardholder**” means You.

“**Customer Services**” means the contact centre that You may contact if there is anything in this Agreement which You do not understand or do not agree with. Please contact Customer Services via

Telephone 01753 778979 or Postal address: Card Services, PO Box 67528, London, EC2P 2HU or Email: pct.enquiries@banctec.com

“**Denominated Currency**” means Pounds Sterling.

“**Lost or Stolen Card Contact Number**” means 01753 778979 (*from within and outside UK*).

“**Merchant**” means a provider of goods and/or services who accepts the Card as a means of payment whether at a distance (e.g. by telephone and on-line) or over the counter (as applicable).

“**Park Retail Ltd**” means Park Retail Ltd (Company Registration No 402152), with its registered office at Valley Road, Birkenhead, Merseyside, CH41 7ED.

“**Programme Manager**” means Payment Card Technologies (Retail) Limited (Company Registration No 06691616), with its registered office at Albany Courtyard, 47- 48 Picadilly, London, W1J 0LR.

“**Purchaser**” means the original purchaser of the Card.

“**Raphaels Bank**” means R. Raphael & Sons plc (Company Registration No. 1288938), with its registered office at 19-21 Shaftesbury Avenue, London, W1D 7ED.

“**We**”, “**Us**” or “**Our**” means Raphaels Bank.

“**Website**” means either www.love2shop.co.uk/online or www.love2shop.co.uk/anywhere.

“**You**” and “**Your**” means the Cardholder to whom the Card is issued and any subsequent holders of the Card.

“**Shortfall**” means, when an authorised transaction is completed, any resulting insufficient funds on the Card for that transaction.

1. YOUR CARD

- a) Your Card is an electronic money product authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the UK. Your Card is not a credit card and is not in any way connected to Your bank account. Funds loaded onto Your Card will not earn any interest.
- b) This Agreement was provided to the Purchaser of the Card. Purchaser and each subsequent Cardholder agree to retain and provide this Agreement to subsequent Cardholders. A copy of this Agreement is also available online on the Website or by calling Customer Services. The original receipt for the purchase of the Card and the Card number will be required and should be retained in case the Gift Card is lost, stolen or damaged, or for Customer Service purposes. The entire Gift Card number is printed on

the Gift Card, but is not printed on the Gift Card receipt. Please record the entire number and keep in a safe place.

2. APPLYING FOR YOUR CARD

- a) [To](#) apply for a Card, You must be at least 18 years old and a UK resident. We may ask to see evidence of your identity and Your address. We may ask for documentary evidence to prove this and/or We may carry out checks on You electronically.
- b) When We perform electronic checks, personal information provided by You may be disclosed to a registered credit reference agency who may keep a record of that information. A formal credit check is not performed and Your credit rating will not be affected. By applying for the Card You are agreeing to Your information being passed to such agencies for this purpose.
- c) As soon as You receive Your Card You must sign the signature strip on the back of it. You must not use the Card until signed.
- d) You will need to activate and register your details when you receive your Card.

3. LOADING YOUR CARD

- a) The “Love2shop Online Card” and the “Love2shop Anywhere Card” are non reloadable cards and can only be loaded once. “Love2shop Online Card” is available in the denominations of £25, £50, £100, £150, £200, £250, £300, £350 and £450. “Love2shop Anywhere Card” is available in the denominations of £25, £50, £100, £150 and £200. Your load amount will be the same as the denomination of Your Card.
- b) An issuance fee will apply when loading your Love2shop Anywhere Card, please see the Fees and Limits Section 13 below.
- c) Upon receipt, Your funds will be available for use once you have activated and registered your Card. You can do this at www.love2shop.co.uk.

4. USING YOUR CARD

- a) You can use the Love2shop Online Card at selected online retailers that display the MasterCard acceptance mark*. For a complete list go to the Website. This card can only be used online and cannot be used in high street stores.
- b) You can use the Love2shop Anywhere Card at any retailer, online or on the high street that displays the MasterCard acceptance mark* (subject to the restrictions set out in Section 4(n) below).
- c) Before using Your Card You must ensure there are sufficient Available Funds.
- d) **You will not be able to use Your Card to set up a recurring payment or regular subscriptions.**
- e) **You will not be able to use Your Card after its expiry date.**
- f) Certain spending limits may apply to Your Card (see the Fees and Limits Section 13 below).

- g) All payments made using Your Card shall be in the Denominated Currency. If You are paying for goods and services in a different currency to the Denominated Currency, the amount payable shall be converted at the Mastercard conversion rate at the time Your transaction is processed. The Mastercard conversion rate is displayed on the MasterCard website. [The Mastercard conversion rate may vary throughout the day and is not set by Us.](#)
- h) We will deduct the value of Your transaction(s) from the balance on Your Card as soon as they are made. We will also deduct any applicable fees as soon as they become payable by You (see the Fees and Limits Section 13 below).
- i) The Card belongs to Raphaels Bank. We may at any time suspend, restrict or cancel Your Card or refuse to issue or replace a Card for reasons relating to the following:
- i. if We are concerned about the security of Your Account We have issued to You or Your Card;
 - ii. if We reasonably suspect Your Account is being used in an unauthorised, fraudulent or grossly negligent manner;
 - iii. if You break an important term of this Agreement, or repeatedly break any term in this Agreement and following notice fail to resolve the matter in a timely manner; or
 - iv. if We need to do so to comply with applicable law.
- j) If We take any of the steps referred to in the first paragraph of Section 4(i), We will tell You as soon as We reasonably are able to do so or are permitted to do so. In some cases We may ask You to stop using Your Card and return it to Us or destroy it. In such circumstance, We will issue You with a replacement Card if after further investigations We have a reasonable belief that the relevant circumstances (as set out in Section 4(i) (i) to (iv)) no longer apply.
- k) We may also refuse to pay a transaction:
- i. if We reasonably suspect Your Card is being used in an unauthorised, fraudulent, or grossly negligent manner;
 - ii. if sufficient funds are not loaded on Your Card at the time of a transaction to cover the amount of the transaction and any applicable fees; or
 - iii. if We believe that an attempted or intended transaction will break applicable law;
- l) If We refuse to authorise a transaction, We will, if practicable, tell You why (unless it would be unlawful for Us to do so).
- m) You may correct any information We hold (which may have caused Us to refuse a transaction) by contacting Customer Services.
- n) We cannot guarantee that in every given situation a Merchant will accept Your Card. In all cases, Merchants should check that Your Available Funds will cover the transaction amount. For your information it is important to note that some transactions for The Love2shop Anywhere Card may not be allowed by some types of merchants, including but not limited to casinos, online gaming sites, betting shops, dating and escort services and massage parlours.
- o) In some circumstances We (or a Merchant) may require You to have Available Funds in excess of the transaction amount. This is to ensure there are sufficient funds available to cover the final cost of the transaction and to reduce the risk of a negative balance arising on the Account. Examples include: (1) When the Card is used at certain Merchants

including bars and restaurants, an additional amount (typically 10%-20%) is automatically added as an anticipated service charge or tip, temporarily reducing the balance on the Account; (2) When the Card is used to purchase fuel at an automated fuel pump, the Account must have a minimum credit of typically between GB£10-£50 or currency equivalent. If your actual service charge or tip is less than the additional amount added or you spend less than the minimum credit amount when purchasing fuel, it may take up to twenty one (21) days from the date of the transaction before the difference is available to spend. Only the actual amount of the final bill agreed between you and the Merchant will be deducted from Your Account. For further information please refer to the FAQs on the Website.

- p) You can check Your Available Balance by calling Customer Services on 01753 778979.
- q) Hotel and Rental Cars – As Merchants may not be able to accurately predict how much Your final bill will be, in some cases they may request an authorisation for funds greater than Your Available Balance. This is called “pre-authorisation”. We suggest that You consider using an alternative prepaid or credit card for pre-authorisations and using Your Card when checking out of the hotel or paying your final car hire bill. You will not be charged twice by the hotel or car hire company.
- r) Internet Merchants – Certain Merchant websites will, on registration or at checkout stage, send a request for payment authorisation to verify if funds are available. This will temporarily impact Your Available Balance. Also please bear in mind that many websites will not deduct payment until goods are dispatched, so please be aware of this when checking Your balance to make sure You always have sufficient funds available to cover Your purchases.
- s) You must not distribute, transfer or in any way provide Your Card to residents of India.
- t) If you wish to return any goods purchased with Your Card You must follow the Merchant’s procedures.
- u) Your Card may not be used for illegal transactions, to buy illegal goods or services.

5. AUTHORISING TRANSACTIONS

- a) The authorisation of a transaction may include authorising any single transaction or pre-authorising future transactions of a certain or uncertain amount.
- b) A Card transaction will be regarded as authorised by You where You proceed with the transaction at the point of sale by following the instructions provided by the Merchant, which may include:
 - i. signing a sales voucher;
 - ii. providing the Card details and/or providing any other details as requested;
 - iii. waving or swiping the Card over a card reader;
- c) Authorisation for a transaction may not be withdrawn (or revoked) by You after the time We have received it. However, any transaction which is agreed by a Merchant to take place on a date later than the date it was authorised may be withdrawn if You give notice to the Merchant (providing a copy of the notice to Us) as long as such notice was provided no later than the close of business on the business day before the transaction was due to take place.

6. TERMINATION AND EXPIRY AND CANCELLATION

- a) You have a right to cancel Your Card (and thereby this Agreement) without reason and without being charged the refund fee (as referred to in the Your Right To A Redemption Section 11 and the Fees and Limits Section 13 below) for a period of up to 14 days after You receive Your Card (this 14 day period is known as the "Cooling-Off Period"). You also have the right to terminate this Agreement after the Cooling-Off Period at any time. You can do so by contacting Customer Services and confirming that You have destroyed Your Card. If Your Card is cancelled or You have terminated Your Agreement in accordance with this Section We will immediately block Your Card so it cannot be used.
- b) We may terminate this Agreement for any reason by giving You at least 2 months' notice.
- c) We may terminate this Agreement immediately and will tell You as soon as practicable:
 - i. if You break an important term of this Agreement, or repeatedly break any term in this Agreement and fail following notice to resolve the matter in a timely manner; or
 - ii. if You act in a manner that is threatening or abusive to Our staff, or any of Our representatives; or
 - iii. if You fail to pay fees or charges that You have incurred or fail to put right any Shortfall (as defined in Section 13(b)).

For the avoidance of doubt, this Agreement will terminate immediately in the event of your death.

- d) We may also cancel or suspend Your Card or Account immediately if We reasonably believe Your Card is being used (or has been used) by You to commit fraud or for other illegal purposes. If We do this We will tell You as soon as We are legally permitted to do so.
- e) Your Card will be valid for the period ending on the expiry date indicated on Your Card. [On the expiry date, Your Card will cease to function and You will have no further right to use it for transactions.](#) This Agreement will terminate when Your Card issued under this Agreement expires.

7. KEEPING YOUR CARD SECURE

You should treat Your Card like cash. If it is lost or stolen, You may lose some or all of Your money on Your Card, in the same way as if You lost cash in Your wallet or purse. As a result, You must keep Your Card safe and not let anyone else use it.

8. YOUR LIABILITY

- a) If You think a transaction is unauthorised or has been incorrectly executed, You must tell Us without delay by contacting Customer Services. If You know or suspect Your Card is lost or stolen, You must contact Us without delay on the Lost and Stolen Card Contact Number 01753 778979.
- b) Your maximum liability for any unauthorised transactions on Your Card is £50 (unless the investigations show that any disputed transaction was authorised by You, or You have acted fraudulently or with gross negligence (for example by failing to keep Your Card

details secure or by failing to notify Us without delay on becoming aware of the unauthorised use of Your Card), in which case You will be fully liable for any loss We suffer because of the use of the Card).

- c) Provided You have not acted fraudulently or with gross negligence, We will refund the amount of any transactions which Our investigations show are not authorised by You.
- d) Where necessary and pursuant to the terms of this Agreement, We reserve the right to charge You for any reasonable costs that We incur in taking action to stop You (or any third party) using Your Card and to recover any monies owed as a result of Your activities.

9. OUR LIABILITY

- a) [Any liability on Our part in connection with this Agreement shall be subject to the exclusions and limitations in this Section 9.](#)
- b) We will not be liable for any loss arising from:
 - i. a Merchant refusing to accept Your Card;
 - ii. any cause which results from circumstances beyond Our reasonable control;
 - iii. Our suspending, restricting or cancelling Your Card or refusing to issue or replace it if We suspect Your Account is being used in an unauthorised or fraudulent manner, or as a result of You breaking an important term or repeatedly breaking any term in this Agreement;
 - iv. the goods or services (or in connection with use of the goods and services) that You purchase with Your Card;
 - v. Our compliance with any applicable laws; and/or
 - vi. loss or corruption of data unless caused by Our wilful default.
- c) Unless otherwise required by law or as set out in this Agreement, We will not be liable to You in respect of any losses You or any third party may suffer in connection with the Card as a result of any action or event beyond Our reasonable control.
- d) From time to time, Your ability to use Your Card may be interrupted, e.g. when We carry out maintenance. If this happens, You may be unable to:
 - i.
 - ii. use Your Card to pay for purchases; and/or
 - iii. obtain information about the funds available in Your Account and/or about Your recent Card transactions.
- e) Where the Card is faulty, Our liability shall be limited to replacement of the Card loaded with any Available Funds.
- f) Where sums are incorrectly deducted from Your Available Funds, Our liability shall be limited to payment to You of an equivalent amount.
- g) In all other circumstances, Our liability under this Agreement shall be limited to repayment of the amount of the Available Funds.

10. YOUR RIGHT TO A REDEMPTION

- a) You have the right to redeem the unspent Card funds at any time, whether in full or in part, before the Termination Date (and thereafter only in full). You can do so by contacting Customer Services, indicating the amount to be redeemed.

- b) When We process Your redemption, or return funds in accordance with the Termination And Expiry And Cancellation Section 6 above, We will charge a redemption fee (see the Fees and Limits Section 13 below) except:
 - i. during the Cooling-Off Period; or
 - ii. during the 12 months following the expiry of Your Card; or
 - iii. when You are cancelling Your Card because You object to a change We have notified to You of a term (or terms) of this Agreement or do not wish Your Account to be assigned to a third party.
- c) Funds will be returned in Denominated Currency. Unless otherwise agreed by Us, We will return the funds to you via cheque or direct to your bank account (via BACS) as appropriate. Before we do so, We may need to verify Your identity in order to satisfy applicable law (and We reserve the right to withhold funds where We have a reasonable concern regarding fraud or other security issues).
- d) If there are any funds remaining on Your Card one year after the date of cancellation or expiry of Your Card (or, if earlier, any other termination of this Agreement), and You have not requested a redemption, or not provided Us with all necessary information to enable Us to make the redemption, a management fee will be payable and will be deducted from Your Account balance (see the Fees and Limits Section 13 below).
- e) We will not redeem funds remaining in Your Account if Your request for redemption is received by Us more than six years after the date of cancellation or expiry of Your Card or, if earlier, after any other termination of this Agreement.

11. DISPUTED TRANSACTIONS

- a) You may be entitled to claim a refund in relation to transactions made using Your Card where:
 - i. the transaction was not authorised under this Agreement;
 - ii. a pre-authorised transaction did not specify the exact amount at the time of its authorisation and the amount charged by a Merchant is more than You could reasonably have expected taking into account normal spending patterns on the Card or the circumstances of the transaction. However a claim for a refund in such circumstances will not be accepted if the amount of the transaction was made known to You at least 4 weeks before the transaction date or if the claim is made more than 8 weeks after being debited to Your Account; and/or
 - iii. We were notified of the unauthorised/incorrectly executed transaction within 13 months of the debit date of such transaction.

In most cases, We shall accept responsibility for any transaction which was incorrectly executed, provided it has been notified to Us in accordance with Section 5 "Authorising Transactions" above.

- b) If any of the above circumstances apply, You should contact the Merchant first as this may lead to a quicker resolution of the dispute (and for the avoidance of doubt, reasonable time taken to contact the relevant Merchant shall not be deemed an undue delay). You can also ask Us to investigate any transaction or suspected misuse of Your Card. Subject to the other terms of this Agreement, We will immediately process a refund of the amount of the disputed transaction. We may need more information and assistance from You to carry out such investigation.

- c) If We refund a disputed transaction to Your Account and subsequently receive information to confirm that the transaction was authorised by You and correctly posted to Your Account, We shall deduct the amount of the disputed transaction from the Available Funds. If there are insufficient Available Funds then the provisions regarding Shortfalls will apply (see the Fees and Limits Section 13 below).
- d) If Our investigations subsequently discover that a claimed disputed transaction was in fact genuine and authorised by You directly or indirectly, or that You have acted fraudulently or with gross negligence, We may charge You an investigation fee (see the Fees and Limits Section 13 below).

12. CHANGES TO THIS AGREEMENT

- a) We may change the terms of this Agreement (including, without limitation, changing existing fees or introducing new fees) by notifying You by e-mail, via the Website, and/or by other reasonable means at least two (2) months before the change is due to take effect (unless We are required to change this Agreement immediately or otherwise more quickly by law).
- b) Notices and the up-to-date version of this Agreement will always be available on the Website.
- c) When We notify You of a change to this Agreement, You will be deemed to have accepted all of the notified change(s) unless You tell Us that You do not agree prior to the change(s) taking effect. In such circumstance, We will treat Your notice to Us as notification that You wish immediately to terminate this Agreement and We will refund any balance on the Card in accordance with Section 10 "Your Right to a Redemption" above. You will not be charged a redemption fee.

13. FEES AND LIMITS

a) The following fees will apply:

Transaction	Fee
Issuance Fee	<p>There are two types of MasterCard Love2shop Gift Cards to choose from.</p> <p>Love2shop Anywhere Card: allows you to shop online and in store wherever the MasterCard® Acceptance Mark* is shown.</p> <ul style="list-style-type: none"> • A ten percent (10%) fee applies to the funds loaded to this Card when the card is purchased. • You agree that this ten per cent (10%) fee is paid directly to Park Retail Limited. <p>For example, buying a £100 Gift Card incurs a £10.00 fee - so the purchaser is charged £110.00.</p> <p>Love2shop Online Card: allows you to shop online only at a selected list of major high street retailers. This card cannot be used in high street stores.</p> <ul style="list-style-type: none"> • No issuance fee applies to this Card.
Replacement Card Fee (Lost/Stolen/Damaged)	<p>A fee of eight pounds and ninety pence (£8.90) is deducted from the Available Funds when You are issued with a replacement Card following your request for a lost, stolen or damaged Card replacement, subject to sufficient balance being available as Your Available Funds.</p>
Redemption Fee	<p>A fee of ten pounds (£10.00) or, if Available Funds is less than ten pounds (£10.00), a fee equal to Available Funds, is deducted from Available Funds when You request a redemption before the expiry of Your Card, with the exception of circumstances described in Section 10(b) above.</p>
Investigation Fee	<p>A fee of ten pounds (£10.00) in accordance with Section 11(d) above.</p>

Management Fee	A one pound (£1.00) management fee per month is deducted from the Available Funds in each month, starting from the thirteenth (13 th) calendar month following expiry of the Card.
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- b) Authorisation will be requested for all transactions at the time of each transaction. In the unlikely event of a Shortfall for any reason whatsoever, the full amount of the Shortfall must be reimbursed by You immediately.
- c) You agree that once We make a Shortfall known to You by e-mail, text, post, or other reasonable means, We will charge You for the Shortfall amount and You must repay it immediately. We may charge the amount of the Shortfall from any other Cards that You hold with Us, to any other payment method which You may designate. We may suspend Your Card until We are reimbursed the full Shortfall amount.
- d) **You are responsible for ensuring that You have sufficient Available Funds when You authorise a transaction.**

14. YOUR DETAILS

- a) You must let Us know as soon as possible of any changes to Your name, address, telephone number or e-mail address. If We contact You in relation to Your Card (for example, to notify You that We have cancelled Your Card or to send You a refund), We will use the most recent contact details You have provided to Us. Any e-mail to You will be treated as being received as soon as it is sent by Us using the details You have most recently provided.
- b) We will not be liable to You for any losses resulting from Your failure to notify Us of changes to Your contact details.

15. DATA PROTECTION

All Personal Data collected by Park Retail Limited and passed to Us in relation to this Agreement will be handled in accordance with Park Retail Limited Privacy Policy and in accordance with applicable law

16. DISPUTES WITH MERCHANTS

If You have any dispute(s) about purchases made using Your Card, You should settle these with the relevant Merchant from whom You bought the goods or services. We are not responsible for the quality, safety, legality or any other aspect of any goods or services purchased using Your Card. Subject to Section 5(c), once You have used Your Card to make a purchase We cannot stop that transaction.

17. COMMUNICATIONS / LOST AND STOLEN CARDS

- a) If You have an enquiry relating to Your Card, You may contact Customer Services at 01753 778979 or using other contact details listed under Definitions section above.

- b) You can report Your Card lost or stolen by calling the Lost and Stolen Card Contact Number at 01753 778979, which is available 24 hours a day.

18. COMPLAINTS

- a) If You are unhappy in any way with Your Card, or with the way it is administered or serviced, please contact Customer Services.
- b) Details of Our complaints procedure can be obtained on the Website.
- c) If We are unable to resolve Your complaint, You may contact the Financial Ombudsman Service at Exchange Tower, London E14 9SR. Telephone: 0800 023 4567 (calls to this number are normally free for people ringing from a "fixed line" phone – but charges may apply if you call from a mobile phone) or 0300 123 9 123 (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs). These numbers may not be available from outside the UK – so please call +44 20 7964 0500 if you are phoning from abroad. You can also email: complaint.info@financial-ombudsman.org.uk; Website: www.financial-ombudsman.org.uk.
- d) If you have purchased your card online from Park at www.getpark.co.uk and you are not happy with the product or service provided and feel that we cannot resolve your issue, you are entitled to submit your complaint via the European Online Dispute Resolution platform ("ODR platform") by visiting the following website: <http://ec.europa.eu/consumers/odr/>

19. COMPENSATION

Your Card is an electronic money product and although it is a product regulated by the Financial Conduct Authority, it is not covered by the Financial Services Compensation Scheme. No other compensation scheme exists to cover losses claimed in connection with Your Card. This means that in the unlikely event that Raphaels Bank becomes insolvent Your funds may become valueless and unusable and as a result You may lose Your money.

As a responsible e-money issuer, We ensure that once We have received your funds they are deposited in a secure account, specifically for the purpose of settling transactions made by your Card.

20. ASSIGNMENT

We may assign the benefit and burden of these terms and conditions to another entity at any time, on giving You two (2) months prior notice of this. If We do this, Your rights will not be affected. You will be given the opportunity to refuse such changes by terminating the Agreement during such period.

21. GOVERNING LAW

This Agreement is concluded in English. All communications with You will be in English. These terms and conditions [shall](#) be interpreted in accordance with the laws of England and Wales and shall be subject to the non-exclusive jurisdiction of the English courts.

22. CARD ISSUER

- Your Prepaid Card is issued by R. Raphael & Sons plc, pursuant to a licence from MasterCard International Incorporated. Raphaels Bank is a UK Bank authorised by the Prudential Regulation Authority (registration number 161302) and is permitted to issue e-money. Head office and registered office at 19-21 Shaftesbury Ave, London W1D 7ED, company registration number 01288938. Payment Card Technologies (the "Programme Manager") administers and services the Prepaid Card on Our behalf and is available to give You support if You have any queries or complaints see Customer Services contact details above or at www.getpark.co.uk.

**Excluding limited acceptance Merchants in EU/EEA that do not accept prepaid cards.*