

Christmas Savings - Love2shop Card
TERMS & CONDITIONS

This Agreement applies to Your Card. You must read it carefully. **By applying for or using Your Card, You are agreeing to the contents of this Agreement.** Your rights and obligations in relation to Your Card are as set out in this Agreement.

Your Card is an Electronic Money (e-money) product and must be activated by the person who will be using it before it can be used; please see Clause 3 below for details on how to do this. Once activated, the funds on Your Card then become e-money.

The Financial Services Compensation Scheme does not apply to Your Card. For Your protection, all funds held from time to time on Your Card is held by Us in trust and safeguarded in accordance with the Electronic Money Regulations 2011. Your Card does not provide You with any protection under the Consumer Credit Act 1974.

1. Definitions

In this Agreement, unless the context otherwise requires the following words and expressions shall have the following meanings:-

'Agent' means any agent who placed the order for Your Card on Your behalf;

'Agreement' means the agreement between You and Us, which comprises these Terms and Conditions and Your Order Form;

'Card' means the pre-paid plastic or board card issued by Us to You, which is to be used in accordance with this Agreement;

'Cardholder' / 'You' / 'Your' means the person who paid Us for Your Card, either directly or via an Agent;

'e-money' means electronic money as defined in the Financial Conduct Authority Handbook Glossary;

'Goods' means goods and/or services which are available from a Retailer and can be paid for using Your Card. Some retailers may not accept Your Card to pay for certain goods, including, but not limited to, their own vouchers or gift cards or the payment of a credit account;

'Love2shop Vouchers' means Our multi-retailer voucher, which is accepted at thousands of shops, restaurants & attractions;

'Order Form' means the order form accompanying the Park Christmas Savings Catalogue together with the accompanying Terms and Conditions;

'Our' / 'Us' / 'We' means Park Card Services Limited (Company Registration No. 3280082), the e-money issuer, whose registered office is at Valley Road, Birkenhead, Merseyside CH41 7ED;

'PCMS' means Park Card Marketing Services Limited (Company Registration No. 5325492) whose registered office is at Valley Road, Birkenhead, Merseyside CH41 7ED; and

'Retailer' means those businesses who have from time to time agreed with PCMS to accept Your Card in payment for Goods.

Card Services:

Telephone: **0344 770 9015** – Automated services – Available 24/7
0344 375 0739 – General enquiries – 9am to 5pm Monday to Friday

Postal address: **Card Services, Valley Road, Birkenhead, Wirral, CH41 7ED**

Email: cardservices@love2shop.co.uk

Website: www.love2shop.co.uk/park

You can request a copy of this Agreement during its term.

2. Your Card

- 2.1** Your Card is issued to the Cardholder but Your Card itself will not be personalised. We will assume unless and until You tell Us to the contrary, that the person who uses Your Card at any time is the rightful user of Your Card;
- 2.2** Your Card:-
- 2.2.1** is not a cheque guarantee or cheque card;
 - 2.2.2** cannot be exchanged by the Retailer for cash or re-sold;
 - 2.2.3** can only be used in the United Kingdom and The Channel Islands.
- 2.3** Funds held on Your Card are in British Pounds Sterling.
- 2.4** You will not earn any interest on any funds loaded onto Your Card nor receive any other benefit related to the length of time You hold Your Card.
- 2.5** We will make a statement in respect of Your Card available to You at www.love2shop.co.uk/park. Details of the balance on Your Card can be obtained in accordance with Clause 5;
- 2.6** The Cardholder must be:-
- 2.6.1** over the age of 18;
 - 2.6.2** resident in the United Kingdom or the Channel Islands.

3. Use of Your Card

- 3.1** Your Card must be activated by the person who will be using Your Card before it can be used. Full instructions on how Your Card can be activated can be found on Our website at www.love2shop.co.uk/park or You can call Our 24/7 automated telephone service on 0344 7709015 and follow the step by step instructions.
- 3.2** You must:
- 3.2.1** treat Your Card as if it were cash and therefore if You lose Your Card or if it is stolen You will lose any money on it in the same way as if You lost cash in a wallet or purse. As a result, You must keep Your Card details safe and not share Your Card details with anyone;
 - 3.2.2** take all reasonable precautions to ensure that Your Card is not lost, stolen, damaged or destroyed; and
 - 3.2.3** keep an independent record of Your Card number.
- 3.3** Your Card can only be used at Retailers to pay for Goods, although it can be used to pay for one of Our Mastercard products, which enables You to shop wherever the Mastercard® Acceptance Mark is shown. Details of how to do this are set out within the Park Christmas Savings Catalogue, online at www.love2shop.co.uk/park or by telephoning Card Services.
- 3.4** The names of the Retailers may vary from time to time but a current list can be obtained online at www.love2shop.co.uk/park or by telephoning Card Services.
- 3.5** We will debit the amount of all Card purchases from Retailers to Your Card immediately the purchase is completed.

- 3.6** If We need to investigate a transaction on Your Card then You must co-operate with Us, the police or any other authorised body if this is reasonably required.
- 3.7** The maximum amount You can spend using Your Card is the amount of the balance on Your Card at the relevant time. If You attempt to spend more than such balance the transaction will be declined.
- 3.8** If the amount of a proposed purchase using Your Card is greater than the available balance on Your Card, You can pay the difference in cash or by any other payment method acceptable to the Retailer. If possible, You should inform the cashier that Your purchase total is greater than the balance on Your Card and **ask for the alternative payment method to be processed first**. This will help to ensure the Retailer is not attempting to ask for more than the available balance on Your Card and will therefore help to prevent a declined transaction.
- 3.9** You must not use Your Card for any illegal purpose.
- 3.10** When You use Your Card at a Retailer You are consenting to the execution of a payment transaction on Your behalf. The time of receipt of a payment order by Us is the time at which We receive it from the Retailer.
- 3.11** You agree that We may communicate with You or provide You with information or serve notice to You by making such communication, information or notice available on Our website at www.love2shop.co.uk/park.

4. Lost, Stolen, Damaged or Destroyed Cards

- 4.1** If You lose Your Card or it is stolen or misappropriated, or You suspect that Your Card has been used by an unauthorised person, or Your Card malfunctions or is damaged or destroyed or a transaction is incorrectly executed You must notify Us without undue delay by telephoning Our 24/7 automated telephone service on 0344 770 9015 and quoting Your Card number.
- 4.2** Upon receipt of Your Card number We will, at Our sole election, either suspend or cancel Your Card as soon as reasonably possible.
- 4.3** You are liable for all losses incurred in respect of any unauthorised payment transaction where You have acted fraudulently or You have with intent or gross negligence failed to notify Us without undue delay on becoming aware of the loss, theft, misappropriation or unauthorised use of Your Card. You are liable for a maximum of £35 for any losses incurred in respect of any unauthorised payment transactions arising from the use of Your Card after You notify Us of the loss, theft, misappropriation or unauthorised use of Your Card, in accordance with Clause 4.1.
- 4.4** After such security checks as We may reasonably require, We will, unless We reasonably believe that fraud may be involved, and subject to Clauses 4.3 and 4.5, (at Our sole election) either issue Love2shop Vouchers to the value of the balance on Your Card at the time of the notification referred to in Clause 4.1 or refund such balance, subject to Clause 4.3. If We refund the balance, We will do so in accordance with Clause 9.
- 4.5** Valid claims will be processed within 10 working days and if a replacement Card is issued We may (at Our sole election) charge You a fee of £8.90.

5. Additional Services

- 5.1** The following services will also be available to You:-

5.1.1 For mobile numbers in the United Kingdom:-

5.1.1.1 text balance alerts at a fee of 5p per text; this service will provide You with a text each time Your Card is used, the text message will give You the latest Card balance;

5.1.1.2 text threshold alerts at a fee of 5p per text; this service will provide You with a text once the balance remaining on Your Card reaches a value which You can set on Our website;

The cost of each of these texts shall be charged to Your Card.

5.1.2 Balance details via Our 24/7 automated telephone service on 0344 770 9015 quoting Your Card number (calls to 03 numbers are now charged at the same rate as 01 or 02 numbers).

6. Charges

6.1 All charges by Us referred to in this Agreement will be automatically deducted from the balance on Your Card. Charges may include amounts for postage, systems maintenance, staff or fulfilment costs.

6.2 We will charge You £10.00 for the cost of issuing Your Card. This charge will be applied to the available balance of Your Card on the final day Your Card can be used. If there are no funds on Your Card at this time, You will **not** pay this charge.

7. Variation

7.1 We may vary this Agreement as and when We require (including, without limitation, changing existing fees or introducing new fees), provided that We have given You not less than 2 months prior notice of any such variation, unless a change in the law does not allow Us to provide You with 2 months prior notice.

7.2 When We notify You of a change to this Agreement, You will be deemed to have accepted the notified change unless You notify Us that You do not agree to the change prior to the change taking effect. In such circumstance, We will treat Your notice to Us as notification that You wish to terminate this Agreement immediately and We will refund to You the remaining balance on Your Card before any variation is applied in accordance with Clause 9 below (save that no redemption fee will be payable).

7.3 Notification of any changes will be provided to You by email, by post, via Our website, and/or by other agreed means and You agree that this is an appropriate method to vary this Agreement.

8. Cancellation and expiry

8.1 You have the right to cancel Your Card (and thereby this Agreement) during the period of 14 days from the date on which You receive Your Card.

8.2 You can exercise this right by contacting Card Services (see Clause 15 below).

8.3 When We receive Your cancellation request,

8.3.1 We will immediately cancel Your Card so that it cannot be used; and

8.3.2 within 14 days of such cancellation refund the balance on Your Card at the time of the cancellation request, in accordance with Clause 9.3. If Your Card

has been used an administration fee of £8.90 will be deducted from the refund.

- 8.4** We reserve the right to cancel Your Card immediately if We suspect fraud or misuse of Your Card, if We have any other security concerns or We need to do so to comply with the law. If We do this, We will tell You as soon as We can.
- 8.5** Your Card will expire at midnight on the date printed on Your Card following which it will no longer be usable. Your right to use electronic money stored on Your Card ceases.

9. Redemption

- 9.1** Subject to Clauses 8.5 and 9.3, You are entitled, at any time prior to the expiry of Your Card, to redeem any unused balance on Your Card provided that such remaining balance exceeds £8.90.
- 9.2** You can request a redemption by telephoning Card Services.
- 9.3** Subject to any security checks as We may reasonably require, We will return the balance (less any fee due) by either:
- 9.3.1** a cheque being sent to Your address; or
 - 9.3.2** electronic transfer into Your bank account, using the account details that You provide;
- within 5 Business Days of the day on which You gave instructions to process the redemption.
- 9.4** We charge a redemption fee of £8.90 for every redemption prior to the expiry date.
- 9.5** We will not charge a redemption fee if You request a redemption during the first 12 months after the expiry date on Your Card. We will redeem the total amount stored on Your Card.
- 9.6** We will charge a maintenance fee of £11.00 per annum and/or a redemption fee of £8.90 following the first 12 months after the expiry date on Your Card. For example if Your Card expired on 31 January 2020 the maintenance fee would start to be deducted from 1 February 2021. Your right to redeem terminates 6 years after the expiry of Your Card.
- 9.7** Prior to any redemption in accordance with this Clause 9 We may, in order to comply with money laundering requirements, require additional information in respect of Your identity.

10. Disputes with Retailers

- 10.1** For the avoidance of doubt, We will not be liable for any Goods paid for with Your Card. Any queries or complaints concerning such Goods must be addressed to the relevant Retailer. Your Card does not provide You with any protection under the Consumer Credit Act 1974.
- 10.2** Once You have used Your Card to make a purchase We cannot stop such purchase and the amount of that purchase will be debited to Your Card immediately the purchase is completed.

- 10.3** Each Retailer will have its own return policy and will handle Your returns in accordance with that policy. If a Retailer becomes liable to make a refund to You, the Retailer cannot credit the amount of such a refund to Your Card.
- 10.4** If at any time You believe that a purchase has been incorrectly debited to Your Card You must let Us know as soon as possible by contacting Card Services. We will use reasonable endeavours to resolve Your query as soon as possible so that Your Card may be restored to the state it would have been had a defective payment transaction not taken place. If Your query is proven to be unfounded then We reserve the right to charge an administration fee of £10. Refunds may only apply after an appropriate investigation of an incorrectly debited purchase. You must provide such information as is reasonably necessary to ascertain whether a refund is appropriate.
- 10.5** If Your Card is refused a Retailer may explain the reason why to You or You may contact Card Services to obtain an explanation.

11. Regulation and Protection

- 11.1** We are authorised and regulated by the Financial Conduct Authority (firm registration number 900016) to carry on the regulated activity of issuing e-money.
- 11.2** Although e-money products are regulated by the Financial Conduct Authority, it is not covered by the Financial Services Compensation Scheme. This means that in the unlikely event that We become insolvent, any e-money on Your Card (i.e. any credit balance) may become valueless and unusable and as a result You may lose Your e-money. No other compensation scheme exists to cover losses claimed in connection with Your Card.
- 11.3** To comply with money laundering regulations, We may require proof of Your identity and address; We will seek to obtain these electronically.

12. Communications and Complaints

- 12.1** If You have an enquiry relating to Your Card, please contact Card Services.
- 12.2** If You are unhappy in any way with Your Card or the way it is administered or serviced or You wish to receive details of Our complaints procedure, please contact Card Services.
- 12.3** If We are unable to resolve Your complaint, You may contact the Financial Ombudsman Service at Exchange Tower, London E14 9SR or by telephone on **0800 023 4567** (calls to this number are now free on mobile phones and landlines) or on **0300 123 9 123** (calls to this number are now charged at the same rate as 01 or 02 numbers). These numbers may not be available from outside the UK, so please call **+44 20 7964 0500** if You are phoning from abroad. You may also email: enquiries@financial-ombudsman.org.uk.
- 12.4** If You have purchased Your Card via 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/>.

13. Our Liability

- 13.1** We cannot guarantee that a Retailer will accept Your Card.

13.2 The reasons for any non-acceptance or non-authorisation could be beyond Our reasonable control, for example a system failure or a concern by the Retailer that Your Card is being misused.

13.2 We shall not be liable to You for any loss or damage You may suffer in the event that Retailers refuse to accept Your Card.

14. Data Protection

We are committed to maintaining all data which we collect and process in accordance with the requirements of all applicable data protection legislation, including the General Data Protection Regulations (GDPRs) and the Data Protection Act 2018. We will take reasonable steps to ensure that all personal data concerning You or Your Card is kept secure against unauthorised access, loss, disclosure or destruction. Further details are contained within our Privacy Policy and Cookie Policy, links to which can be found at the footer of our website www.love2shop.co.uk. By using Your Card and/or otherwise providing us with Your personal data You agree to the terms contained within our Privacy Policy and Cookie Policy.

15. Governing Law

This Agreement shall be governed in accordance with English law and You agree to the exclusive jurisdiction of the courts of England. All communications regarding any aspect of this Agreement shall be in English.