

## **Christmas Savings - Love2shop Card** **TERMS & CONDITIONS**



These Terms and Conditions apply to your Card and its use by you. By using your Card you are deemed to accept the terms of the Agreement (as defined below).. You must read them carefully.

Your Card is an Electronic Money (e-money) product. The Card must be activated before it can be used. Once activated, those funds on the Card then become E-money.

**You should be aware that (1) the Financial Services Compensation Scheme does not apply to the Card; and (2) in the event that PCS (as issuer of the Card) becomes insolvent, the e-money on your Card (that is, any credit balance) may become valueless and unusable and that you may therefore lose such e-money. No other compensation scheme exists to cover losses claimed in connection with the Card. For your protection all funds held from time to time on Cards are held by PCS on trust in accordance with the terms of Park Card Services Limited E-Money Trust.**

### **1. Definitions**

- 1.1** In these Terms and Conditions, unless the context otherwise requires the following words and expressions shall have the following meanings:-
  - 1.1.1** 'Agent' means any agent who placed the order for the Card;
  - 1.1.2** 'Agreement' means the agreement between you and us which comprises these Terms and Conditions and your Order Form;
  - 1.1.3** 'Card' means the pre-paid plastic or board Card issued by PCS which is to be used in accordance with these Terms and Conditions;
  - 1.1.4** 'Cardholder' / 'You' means the person who paid for the Card.
  - 1.1.5** 'E-money' means electronic money as defined in the FSA Handbook Glossary;
  - 1.1.6** 'FSA' means the Financial Services Authority or any successor body;

- 1.1.7** 'Goods' means goods which are available from a Retailer and can be paid for using Cards<sup>1</sup>;
- 1.1.8** 'Order Form' means the order form accompanying the Park catalogue together with the accompanying terms and conditions;
- 1.1.9** 'PCMS' means Park Card Marketing Services Limited (Company Registration No. 5325492) whose registered office is at Valley Road, Birkenhead, Merseyside CH41 7ED.
- 1.1.10** 'PCS/ 'We' / 'Us'' means Park Card Services Limited (Company Registration No. 3280082), the e-money issuer, whose registered office is at Valley Road, Birkenhead, Merseyside CH41 7ED; and
- 1.1.11** 'Retailer' means those businesses who have from time to time agreed with PCMS to accept the Card in payment for Goods.

## **2. The Card**

- 2.1** The Card is issued to the Cardholder but the Card itself will not be personalised. We will assume unless and until you tell us to the contrary, that the person who uses the Card at any time is the rightful user of the Card;
- 2.2** The Card:-
- 2.2.1** is not a cheque guarantee or cheque card;
- 2.2.2** cannot be exchanged by the Retailer for cash and no change can be given by the Retailer;
- 2.2.3** cannot be used to purchase Goods by mail order or on-line; and
- 2.2.4** can only be used in the United Kingdom and The Channel Islands
- 2.3** Funds held on the Card are in GB £s
- 2.4** You will not earn any interest on any funds loaded onto the Card nor receive any other benefit related to the length of time you hold the Card.
- 2.5** We will make a statement in respect of your Card available to you at [www.flexecash.com](http://www.flexecash.com). Details of the balance on your Card can be obtained in accordance with Clause 5.1.2;
- 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.

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<sup>1</sup> Some retailers may not accept Card payments for certain goods e.g. their own vouchers or gift cards or the payment of a credit account.

### **3. Use of your Card**

- 3.1** Cards must be activated prior to use. Full instructions on how Cards can be activated can be found on our website at [www.flexecash.com](http://www.flexecash.com)
- 3.2** You must:
  - 3.2.1** treat the Card as if it were cash and therefore if you lose your card or if it is stolen you will lose any money in it in the same way as if you lost cash in a wallet or purse;
  - 3.2.2** take all reasonable precautions to ensure that the Card is not lost, stolen, damaged or destroyed and any PIN number supplied in respect of the Card is not used without your permission; and
  - 3.2.3** keep an independent record of Card number.
- 3.3** The Card can only be used at Retailers to pay for Goods.
- 3.4** The names of the Retailers may vary from time to time but a current list can be obtained on-line at [www.flexecash.com](http://www.flexecash.com) or by telephoning Customer Care on 0844 3750739;
- 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 the 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 the Card is the amount of the balance on the 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 Card purchase is greater than the available balance, you can pay the difference in cash or by any other payment method acceptable to the Retailer. If possible, please inform the cashier that your purchase is greater than the balance on the Card and ask for the alternative payment method to be processed first. This will ensure the Retailer is not attempting to ask for more than the available balance on the Card and will therefore prevent a declined transaction;
- 3.9** You must not use the 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. We will process that payment order within 48 hours;
- 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.flexecash.com](http://www.flexecash.com).

#### **4. Lost, Stolen, Damaged or Destroyed Cards**

- 4.1** If you lose your Card or it is stolen, 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 immediately by telephoning our 24/7 automated telephone service on 0844 7709015 quoting the Card number;
- 4.2** Upon receipt of the Card number we will immediately cancel the Card.
- 4.3** You are liable for all losses in respect of an unauthorised payment transaction where you have acted fraudulently or you have with intent or gross negligence failed to notify us without delay on becoming aware of the loss, theft, misappropriation or unauthorised use of your Card. You must notify us immediately by telephoning our 24/7 automated telephone service on 0844 7709015 quoting the Card number. Once you notify us you are liable for a maximum of £50 for any losses incurred in respect of unauthorised payment transactions arising from the use of your lost or stolen card or where you have failed to keep your PIN safe.
- 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 election) either issue Love2shop vouchers to the value of the balance on the Card at the time of the notification referred to in Clause 4.1, or refund such balance. 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 will charge you £8.90.

#### **5. Additional Services**

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

- 5.1.1** For 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 the Card reaches a value which you can set;

The cost of each of the above services will be charged to your card

- 5.1.2** balance details via our 24/7 automated telephone service on 0844 7709015 quoting your Card number. Calls to this number from a land

line will be charged at 5p per minute, connection charges may apply depending on network provider, calls from mobiles will vary.

## **6. Charges**

All charges by us referred to in these Terms and Conditions will be automatically deducted from the balance on your Card. Charges may include amounts for postage, systems maintenance, staff or fulfilment costs.

We will charge you £10.00 for the cost of issuing the Card. This charge will be applied to the available balance of your Card 24 hours before the Expiry Date. If there are no funds on your card at this time, you will **not** pay this charge.

## **7. Variation**

We may vary the Agreement as and when we require, provided that we have given you not less than 2 months prior notice of any such variation. If such variation(s) is/are not to your satisfaction, you can redeem the remaining balance on the Card before any variation is applied in accordance with Clause 9 below (save that no redemption fee will be payable). Otherwise, you will be deemed to accept the changes. Notification of any changes will be posted on our website at [www.flexecash.com](http://www.flexecash.com) 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 the 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 Customer Care (see Clause 15 below).
- 8.3** When we receive your cancellation request,
  - 8.3.1** we will immediately cancel the Card so that it cannot be used; and
  - 8.3.2** within 14 days of such cancellation refund the balance on the Card at the time of the cancellation request, in accordance with Clause 9.3. If the 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 on the date printed on the Card following which it will no longer be usable. Your right to use electronic money stored on the 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 the Card, to redeem any unexpired and unused balance on the Card provided that the remaining balance exceeds £8.90.
- 9.2 You can request a redemption by telephoning Customer Care.
- 9.3 Subject to such security checks as we may reasonably require, we will refund the balance (less any fee due) by cheque within 5 business days of the day on which the card holder gave instructions in accordance with 9.2.
- 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 the 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. Your right to redeem terminates 6 years after the expiry of your Card.
- 9.7 Prior to any redemption in accordance with this condition 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 the Card. Any queries or complaints concerning such Goods must be addressed to the relevant Retailer.
- 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 the 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 the 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 either telephoning Customer Care on 0844 3750739 or by e-mail via the 'Contact Us' section of our website [www.flexecash.com](http://www.flexecash.com). We will make 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 £10.00. 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 ring Customer Care on 0844 3750739 to obtain an explanation.

## **11. Regulation and Protection**

- 11.1** PCS is authorised and regulated by the FSA (registration number 900016 ) to carry on the regulated activity of issuing electronic money (e-money).
- 11.2** Although the e-money product is regulated by the FSA, it is not covered by the Financial Services Compensation Scheme. This means that in the event that we become insolvent, any e-money on your card (i.e. any credit balance) may become valueless and unusable and that you may therefore lose such e-money. No other compensation scheme exists to cover losses claimed in connection with the 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. Complaints**

- 12.1** if you have a complaint concerning your Card or our service then please contact Us by calling our Customer Care Centre on 0844 3750739 or on line at [www.flexecash.com](http://www.flexecash.com);
- 12.2** all complaints will be dealt with as quickly and as fairly as possible in accordance with our complaints procedure, details of which can be obtained by telephoning customer care on 0844 3750739;
- 12.3** if we fail to resolve your complaint you can always refer it to:-

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR  
Telephone 0845 080 1800

## **13. Our Liability**

- 13.1** We cannot guarantee that a Retailer will accept your Card. 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 mis-used.
- 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**

PCS and PCMS is committed to maintaining all data which it collects in accordance with the requirements of the Data Protection Act 1998 and will take reasonable steps

to ensure that all information concerning You or your Card is kept secure against unauthorised access, loss, disclosure or destruction.

## **15. Customer Care**

You can contact customer care as follows:

- 15.1** for a general enquiry on 0844 3750739 between the hours of 9am and 5pm Monday to Friday; or
- 15.2** for a lost or stolen Card or balance enquiry on 0844 7709015, 24 hours a day, 7 days a week.
- 15.3** Calls to these numbers from a land line will be charged at 5p per minute, connection charges may apply depending on network provider, calls from mobiles will vary.
- 15.4** You can also email via the 'Contact Us' section of our website.
- 15.5** You can request a copy of this Agreement during its term.

## **16. Governing Law**

These Terms and Conditions shall be governed in accordance with English Law. All communications with you will be in English.

[Signature box containing Purse Warning "Although this e-money product is regulated by the FSA, it is not covered by the Financial Services Compensation Scheme. If PCS becomes insolvent the e-money may become valueless and unusable. PCS holds e-money in a separate 'ringfenced' account to help protect Cardholders from loss.]