

**SPREE INCENTIVE TERMS AND CONDITIONS – January 2016**

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU ACTIVATE YOUR CARD. THIS INFORMATION FORMS THE AGREEMENT OF YOUR PREPAID VISA CARD. BY ACTIVATING YOUR CARD YOU ACCEPT THIS AGREEMENT. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND, PLEASE CONTACT CUSTOMER SERVICES USING THE CONTACT DETAILS IN PARAGRAPH 3 OF THIS AGREEMENT.

IF YOU ARE UNDER 18 YOU NEED TO ASK A PARENT OR LEGAL GUARDIAN TO ACCEPT THESE TERMS AND CONDITIONS. TO DO THIS PLEASE CONTACT CUSTOMER SERVICES.

**1. DEFINITIONS**

<b>Account</b>	The electronic Account associated with your Card.
<b>Agreement</b>	These Spree Incentive Terms and Conditions as may be varied from time to time.
<b>ATM</b>	An automated teller machine or cash dispenser bearing the Visa Mark.
<b>Available Balance</b>	Value of funds loaded onto your Card and available for use.
<b>Business Day</b>	The days of Monday to Friday between the hours of 9am-5.30pm, but does not include bank holidays or public holidays in the United Kingdom.
<b>Card</b>	Your prepaid Visa card issued to you under this Agreement.
<b>Cardholder</b>	You, the person entering into this Agreement with us.
<b>Card Details</b>	A combination of any or all of the information relating to your Card and is provided for making purchases such as, Card Number, CVV2/CVC2 code, Card valid from and expiry date.
<b>Card Number</b>	The 16 digit number on the front of your Card.
<b>Institution</b>	Bournemouth University Higher Education Corporation of 2nd Floor, Melbury House, Oxford Road, Bournemouth, BH8 8ES
<b>Contactless</b>	A payment feature that enables you to make a payment by tapping your Card on a point of sale terminal.
<b>Customer Services</b>	The contact centre for dealing with queries and requests for services in relation to your Card. Contact details for Customer Services can be found in paragraph 3.
<b>EEA</b>	The European Economic Area which currently includes all the countries of the European Union together with Iceland, Norway and Liechtenstein.
<b>e-money</b>	The electronic money associated with your Card.
<b>Full Deductible Amount</b>	The full transaction amount, including the transaction itself along with any associated fees, charges and taxes.
<b>Merchant</b>	A retailer, or any other person, firm or corporation that accepts the Cards.
<b>PIN</b>	Your 4 digit personal identification number for use with the Card.
<b>Programme</b>	The programme or campaign under which your Card has been issued to you.
<b>Programme Manager</b>	P&MM Limited, a company registered in England and Wales with number 1090180 whose registered office is at Avalon House, Breckland, Linford Wood, Milton Keynes, Buckinghamshire, MK14 6LD, England.

<b>Savings Rebate</b>	The value of rebate funds accrued based on the value of transactions undertaken using your Card at retailers participating in the Programme.
<b>Visa</b>	Visa Europe whose head office is at 1 Sheldon Square, London W2 6TT, United Kingdom
<b>Visa Mark</b>	Visa signage indicating acceptance of the Card.
<b>we, us or our</b>	Imagor S.A/N.V., a Belgian limited liability company regulated and authorized by the National Bank of Belgium (Boulevard de Berlaimont 14, 1000 Brussels, Belgium) under registration number 161302 and permitted to issue e-money, having its registered seat at 15 boulevard de la Plaine, 1050 Brussels, Belgium, registered at BCE under no. 0461.328.436, RPM Brussels. The license of Imagor S.A/N.V. may be checked on the following website: <a href="http://www.nbb.be">www.nbb.be</a> .
<b>Website</b>	The Website at <a href="http://www.BUBursary.co.uk">www.BUBursary.co.uk</a> which allows you to access your personal Card information. This is the area that allows you to register your personal details for your Account as well as view your Available Balance and transaction history. You will require an internet connection in order to access it.
<b>you, your</b>	The Cardholder.

## 2. SCOPE OF THIS AGREEMENT

**2.1** Your Card is an e-money prepaid card. This is not a credit, charge or debit card.

**2.2** Your Card has been issued by us. Your rights and obligations relating to the use of this Card are set out in this Agreement between you and us. If you experience any difficulties in using the Card, you should contact Customer Services.

**2.3** The e-money associated with this Card will be issued in Pounds Sterling and is issued to you by us and distributed by the Programme Manager. The Programme Manager grants you the right to use its e-money up to the value loaded onto your Card. All legal rights (including legal title) associated with the e-money will remain with the Programme Manager and do not pass to you. The Card remains our property.

**2.4** This Agreement is written and available only in English and we undertake to communicate with you in English regarding any aspect of your Card or Account.

**2.5** You agree that we may communicate with you by e-mail for issuing any notices or information about your Account or Card. Therefore you must provide a valid e-mail address on application and keep it updated. In the event your contact information changes you must promptly notify Customer Services.

## 3. CONTACTING CUSTOMER SERVICES

**3.1** If you need assistance, you can contact Customer Services by telephone on 01908 228341 between the hours of 9.00am and 5.30pm on Monday to Friday (excluding Bank Holidays), by sending an email to [BUBursary@p-mm.co.uk](mailto:BUBursary@p-mm.co.uk) or by writing to BU Bursary/Scholarship, P&MM Limited, Avalon House, Breckland, Linford Wood, Milton Keynes, Buckinghamshire, MK14 6LD, England. A Lost and Stolen or unauthorised Card use service is also available 24 hours a day, seven days a week on the Customer Services number 01908 228341. Please note a charge may be applied by your network provider.

## 4. RECEIPT AND ACTIVATION OF CARDS

**4.1** You will only receive a Card if you are eligible under the rules of the Programme. You must be at least 18 years old or please see paragraph 5.12.

**4.2** When you receive your Card, you must sign it immediately. You can activate your Card by calling Customer Services.

**4.3** You will be given your PIN when you activate your Card. You should never reveal your PIN to anybody, we will not reveal your PIN to a third party. If you forget your PIN, you will need to call Customer Services.

**4.4** You will be able to change your PIN at any UK bank ATM that provides this facility. When you select or change your PIN, you must not select a PIN that can be easily guessed, such as, a number that:

**4.4.1** is easily associated with you, such as your telephone number or birth date;

**4.4.2** is part of data imprinted on the Card;

**4.4.3** consists of the same digits or a sequence of running digits; or

**4.4.4** is identical to the previously selected PIN.

## **5. USING YOUR CARD**

**5.1** You may use the Card at any Merchant that displays the Visa Mark, excluding limited acceptance Merchants in EU/EEA that do not accept prepaid cards (fees apply, see paragraph 13). You can use your Card to make purchases in-store, via the internet or over the phone. The Card cannot be used to obtain cash from an ATM, to obtain cash back from Merchants, to obtain foreign currency, travellers' cheques, to settle outstanding balances on credit cards, bank overdrafts or credit agreements, to pay for recurring transactions, adult entertainment and for online gambling and betting transactions.

**5.2** When your Card is used to make a transaction with a Merchant we will regard it as authorised by you when you enter your PIN or other security code, or, in the case of Contactless purchase transactions, when your Card is tapped at the point of sale terminal in the Merchant's store. If the Merchant does not accept chip and PIN authorisation, the Merchant may allow you to authorise the transaction by signature of the receipt. On authorisation of the transaction we will receive notification to proceed with it and we will not be able to stop it. You will be responsible for all transactions that you authorise, regardless of the manner of such authorisation.

**5.3** Your Card is a prepaid card, which means that the Available Balance will be reduced by the full amount of each transaction and authorisation, plus any taxes and charges that are applicable.

**5.4** You must not use your Card if the Full Deductible Amount exceeds the Available Balance. If, for any reason, a transaction is processed for an amount greater than the Available Balance on your Card, you must repay us the amount by which the Full Deductible Amount exceeds your Available Balance within 14 days of receiving an invoice. Should you not repay this amount within 14 days of receiving the invoice we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

**5.5** Due to security safeguards, Merchants that accept your Card are required to seek authorisation from us for all of the transactions that you make. There are some circumstances where Merchants may require you to have an Available Balance greater than the value of the transaction you wish to make. You will only be charged for the actual and final value of the transaction you make. Merchants request this as they may need to access more funds than you initially planned to spend. For example:

**5.5.1** Hotels, rental cars and restaurants,

**5.5.2** Internet Merchants - certain internet Merchant sites 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 sites will not deduct payment until goods are dispatched so please be aware of this when checking your balance and ensure that you always have sufficient funds to cover your purchases.

**5.5.3** Your Card cannot be used in situations where it is not possible to obtain an online authorisation that you have sufficient balance for the transaction. For example, transactions on trains, ships and some in-flight purchases.

**5.6** If a Merchant agrees to give a refund for a purchase made using your Card, we will transfer the refund into your Account when we receive details of it from the Merchant.

**5.7** Your Card cannot be used at petrol stations or other merchants whose main business is the sale of fuel or other sources of primary power.

**5.8** Your card should not be used as a form of identification. We will decline any authorisation requests from Merchants using your Card for identification purposes.

**5.9** Your Card must not be used for any illegal purpose or in any manner prohibited by law.

**5.10** The Available Balance on your Account will not earn any interest.

**5.11** We may request you to surrender the Card at anytime for a valid reason in accordance with the provisions at paragraph 16 of this Agreement. Where we do so, and provided that you are

eligible and we are permitted by law, then we will give you back your e-money (free of redemption fee charge).

**5.12** For Cardholders under 18 years of age the following applies:

**5.12.1** A parent or legal guardian must accept the terms and conditions for the Card by contacting Customer Services.

**5.12.2** Cards must not be used for any purpose for which the Cardholder has not attained the minimum age, for example gambling, adult entertainment and purchase of alcohol or any other purpose prohibited by any law

**5.12.3** We will monitor activity on Cards issued to Cardholders under 18 years of age. Any use of the Card which is considered to be unlawful or illegal may result in the Account being suspended in accordance with paragraph 16.3.

**5.12.4** We reserve the right to request for such proof of age at any time. Failure to provide satisfactory proof of age may also result in the Account being suspended and / or rescind the Agreement without notice.

### **5.13**

Limits apply to the maximum value of transactions made using your Card. The maximum spend limit is restricted to the maximum balance on the card which is £5000. If we have any concerns about the security of Your Card or its use, we may change the limits that apply to your Card, for example, but not limited to, (i) placing a maximum value on a single purchase transaction, or (ii) a maximum number of Contactless purchase transactions permitted during a period before you are required to enter your PIN or other security code. If we amend these limits we will notify you by email or text message and post the change on [www.BUBursary.co.uk](http://www.BUBursary.co.uk)

## **6. RECEIVING YOUR SAVINGS REBATE**

- 6.1. The Savings Rebate associated with the use of your Card will be calculated on an on-going basis and displayed in your Account.
- 6.2. When your Account is topped up in accordance with paragraph 7.2, the total amount of the Savings Rebate shown as 'waiting to be added to my next load' will be added to the top up amount. The total amount will be loaded to your Account by the Programme Manager as a single amount and shown as 'top up' on your online statement on the Website. You will not be able to access or claim any Savings Rebate that has accrued until such time as you top up your Card.
- 6.3. The Programme Manager reserves the right to remove from, add to, or vary as necessary, the list of participating retailers and the savings that are offered with immediate effect and without prior notice. Any such changes will be posted on the Website as soon as is practicable and it is your responsibility to regularly check the Website for up to date details.
- 6.4. You are only entitled to receive a Savings Rebate associated with your Account whilst you remain enrolled as a student of the Institution.
- 6.5. The Programme Manager is responsible for the operation of the Savings Rebate Programme. You acknowledge and agree that we shall have no liability to you for any delay in earning, or any failure to earn Savings Rebate or any other loss that you might suffer under the Savings Rebate Programme or the Programme Rules.

## **7. LOADING YOUR CARD**

**7.1** Your Account may hold a maximum balance of £5,000.

**7.2** You will not be able to load your Card yourself, loads will be made by the Programme Manager at its sole discretion following instructions from the Institution.

**7.3** We reserve the right to suspend or terminate the right to load your Account at anytime without prior notice.

## **8. CHECKING BALANCE**

**8.1** You can check transaction history and Available Balance by visiting the Website. You can also check your Available Balance by calling the programme hotline and selecting option 1.

## **9. CARD EXPIRY**

**9.1** The expiry date of your Card is printed on the front of the Card. You will not be able to use your Card if it has expired.

**9.2** No transactions will be processed once your Card has expired.

**9.4** If your card has an Available Balance after expiry, a monthly administration fee of £5 will be applied to your Account until the Available Balance has been redeemed or reduced to zero. The funds will be available to redeem for six years from the expiry date of the Card after which time any unused value will expire and will no longer be available to you. Any Savings Rebates that are not loaded to your Available Balance via a top-up will expire when your last Card expires and this Agreement terminates.

## **10. CARDHOLDER LIABILITY AND AUTHORISATIONS**

**10.1** We may restrict or refuse to authorise any use of your Card including transactions if using the Card is causing or could cause a condition in this Agreement to be breached, or if we have reasonable grounds for suspecting that either you or a third party has committed or is about to commit a crime or other abuse in connection with the Card.

**10.2** Where appropriate, any refusal to authorise a transaction will be relayed to you via the Merchant concerned.

**10.3** You must sign your Card as soon as you receive it and keep it safe.

**10.4** You should never:

**10.4.1** allow another person to use your Card; or

**10.4.2** write down your password(s), PIN or any security information unless you do this in a way that would make it impossible for anyone else to recognise any of that information, or

**10.4.3** disclose your PIN or any security information, or otherwise make them available to any other person, whether verbally or by entering them in a way that allows them to be observed by others, or

**10.4.4** enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached or is operating in a suspicious manner.

**10.5** If a transaction is made that requires your authorisation, you will be deemed to have authorised that transaction, and you will be liable for any transaction made

**10.6** You will be responsible for all transactions that take place as a result of you acting fraudulently or failing to comply with this Agreement with intent or gross negligence. Any such transactions together with any fees and charges relating to it will be deducted from the Available Balance on your Card.

**10.7** It is your responsibility to keep us updated of changes to your personal details, including e-mail address and mobile number. Failure to do so may result in us being unable to contact you regarding your Account, or to let you know about changes to this Agreement. If there is a change to your personal details you must contact Customer Services promptly.

**10.8** You will be responsible for all losses and damages that we and/or the Programme Manager suffer or liable for together with any costs incurred (including but not limited to legal professional costs) as a result of your fraudulence or negligence and/or in us taking any action against you to enforce this Agreement.

## **11. LOST, STOLEN OR DAMAGED CARDS**

**11.1** You should treat the e-money on your Card like cash in a wallet. If you lose your Card or it is stolen you may lose any e-money on it in just the same way as if you lost your wallet.

**11.2** As soon as you become aware of the loss, theft, fraud or any other risk of an unauthorised use of your Card, or if your Card is damaged or malfunctions, you must contact Customer Services immediately so that we can block your Card.

**11.3** Subject to paragraph 11.4 below you will be liable for a maximum of £50 of any losses that take place prior to you contacting Customer Services.

**11.4** Provided that you have notified us in accordance with paragraph 11.2 above and paragraph 11.5 does not apply, then you will not be liable for the losses that take place following the date on which you gave such notification to Customer Services. If there is an Available Balance remaining on your Card, we will replace your Card and transfer the last Available Balance onto it. Alternatively, your Available Balance can be redeemed to you. Your Savings Rebate account will still contain Savings Rebate that have been accrued but not yet added to your Available Balance via a top up. If we replace the Card, the Card will be delivered to your home address (fees apply, see paragraph 13).

**11.5** In the event that we have reason to believe you have acted fraudulently or you have acted with gross negligence or acted intentionally in failing to notify us of the lost or stolen Card or you have

failed to keep your Card or security information related to your Account safe or you have breached this Agreement, then you shall be liable for all losses you incurred.

## 12. TRANSACTIONS MADE IN FOREIGN CURRENCIES

**12.1** If you make a transaction in a currency other than pounds sterling (a "Foreign Currency Transaction"), the amount deducted from your Account will be converted to pounds sterling on the day we receive details of that foreign currency transaction. We will use a rate set by Visa which will be available on each Business Day and changes in the exchange rate shall take effect immediately. Exchange rates can fluctuate and they may change between the time a transaction is made and the time it is deducted from your Available Balance. For transactions made within the EEA or in an EEA currency, you can find out the Visa exchange rate by emailing Customer Services. We will charge a foreign exchange fee on all foreign currency transactions (see paragraph 13).

## 13. FEES

**13.1** The Card is subject to certain fees as follows:

Costs	Fee
Foreign exchange fee per transaction outside the United Kingdom	2.5%
Replacement Card	£10.00
Redemption fee (where applicable)	£5 (or the Available Balance if lower than the said Redemption fee)
Administration fee (for expired Cards with an Available Balance)	£5 (per month)

**13.2** We will deduct any taxes or charges due from the Available Balance on your Card. If there is no Available Balance of funds on your Card and taxes or charges exceed the balance of funds available, we will send an invoice to you and will require you to repay us within 14 days of receiving the invoice. Should you not repay this amount within 14 days of receiving an invoice, we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

**13.3** All Card fees are inclusive of VAT. VAT invoices will not be issued.

## 14. DISPUTED TRANSACTIONS

**14.1** If you have a reason to believe that a transaction for which your Card was used is unauthorised or has been posted to your Account in error, then you must immediately contact Customer Services, but in any event, within 13 months of the date of the relevant transaction. We strongly recommend that you check your statement on a regular basis to identify any unauthorised transactions. Please be aware that any delay in notifying us makes it more difficult for us to obtain evidence as to whether the transaction was authorised and may therefore increase the time involved in investigating the transaction. If you dispute a transaction, the Merchant must be able to prove that the transaction actually took place.

**14.2** We will immediately refund the unauthorised amount into your Account to the position it would have been in if the unauthorised transaction had not taken place. We will have no further liability to you. If we subsequently discover that you were not entitled to a refund, we shall treat the refund as a mistake and be entitled to reapply the transaction, including any interest and charges to your Account. In this event we will charge you a £10 administration fee.

**14.3** If there are reasonable grounds for thinking that you may not be entitled to a refund (based on the evidence available to us at the time you report the unauthorised transaction), we may then investigate before giving you a refund.

**14.4** You will be liable for all transactions made from your Account;

**14.4.1** if you have acted fraudulently,

**14.4.2** if the transaction was made because you deliberately or with gross negligence failed to keep your Card or Card details secure or your PIN or other security information secret.

**14.5** Where you have agreed that another person in the EEA can take a payment from your Account (e.g. If you have given your Card details to a Merchant for the purpose of making a payment) you can ask us to refund a payment, which we will refund to you within 10 Business Days of our receipt of your request, if all the following conditions are satisfied:

- 14.5.1** the authorisation you gave did not specify the exact amount to be paid;
- 14.5.2** the amount that has been charged to your Account was more than you could reasonably have expected to pay based on the circumstances including previous spending patterns; and
- 14.5.3** you make the refund request within 8 weeks of the date when the payment was charged to your Account.

## **15. VARIATION**

- 15.1** We may change this Agreement, including charges, fees and limits, at any time by providing you with at least 2 months prior notice by email (provided that you have supplied us with an up-to-date email address) and will ensure the most recent version is always available on the Website.
- 15.2** You may terminate your Card at any time within the 2 month notice period if you do not agree with the changes to the Agreement. If your card has an Available Balance the funds will be available to redeem (fees apply – see paragraph 13). However, in the event that you do not cancel during this period then you will be deemed to have accepted the changes and they will apply to you.

## **16. TERMINATION OR SUSPENSION**

- 16.1** We can terminate this Agreement at any time provided that:
  - 16.1.1** We will give you 2 months prior notice; or
  - 16.1.2** with immediate effect if you have breached this Agreement, or if we have reason to believe that you have used, or intend to use the Card in a grossly negligent manner or for fraudulent or other unlawful purposes or if we can no longer process your transactions due to the actions of third parties.
- 16.2** If you cease to be eligible to participate in the Programme, for whatever reason, you will be unable to use your Card and you will not receive any further Savings Rebate associated with your Card. Your Available Balance may be redeemed by you until 6 years after the Card expires subject to fees in section 13. Funds will be returned by cheque refund which can take up to 28 days.
- 16.3** We can suspend your Card at any time with immediate effect (and until your default or breach of this Agreement has been remedied or this Agreement will be terminated) if:
  - 16.3.1** we discover that any of the information about you that was provided to us when you were issued your Card was incorrect; or
  - 16.3.2** a transaction has been declined because of a lack of Available Balance; or
  - 16.3.3** you have breached this Agreement or we have reason to believe that you have used, or intend to use the Card in a grossly negligent manner or for fraudulent or other unlawful purposes or if we cannot process your transactions due to the actions of third parties; or
  - 16.3.4** we reasonably consider it necessary to protect the security of your Card or because we suspect the Card is being used for illegal purposes. We will tell you in advance where we are able to, otherwise we will let you know immediately afterwards, unless we are prohibited to do so by law.
- 16.4** In the event that we do suspend or cancel your Card then if we are able to do so, we will tell you in advance otherwise we will let you know immediately afterwards. We may advise anyone involved in the transaction if a suspension has taken place.
- 16.5** You can terminate this Agreement at any time by contacting the Customer Services and returning your Card to us.
- 16.6** In the event that any additional fees and/or charges are found to have been incurred on your Card following termination by either you or us, then subject to this Agreement, you shall repay to the Programme Manager any sum which relates to a withdrawal on the Card or fees and/or charges validly applied whether before or after termination. The Programme Manager will send an invoice to you and will require you to repay them within 14 days. Should you not repay this amount within 14 days of receiving an invoice from the Programme Manager they reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

## **17. OUR LIABILITY**

- 17.1** Our liability in connection with this Agreement for whatever reason shall be subject to the following exclusions and limitations:
  - 17.1.1** we shall not be liable for us breaking a term of this Agreement resulting from any cause

beyond our control, including but not limited to the Cardholder having insufficient funds in their Account or exceeding any transaction limits and/or failure of network services and data processing systems;

**17.1.2** we shall not be liable for any loss of profits, loss of business, or any indirect or consequential losses and damages;

**17.1.3** where the Card is faulty due to our default, our liability shall be limited to replacement of the Card.

**17.1.4** where sums are incorrectly deducted from your Available Balance due to our default, our liability shall be limited to payment to you of an equivalent amount;

**17.1.5** in the unlikely event that sums are deducted from your Available Balance but you did not authorise such deduction in accordance with this Agreement then our liability shall be as set out in paragraph 14;

**17.2** Nothing in this Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence, misrepresentation or fraud.

**17.3** To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.

**17.4** The above exclusions and limitations set out in this paragraph 17 shall apply to any liability of our affiliates, the Programme Manager, Visa, or other suppliers, contractors, agents or distributors and any of their respective affiliates (if any), to you, which may arise in connection with this Agreement.

## **18. YOUR INFORMATION**

**18.1** You may provide us with personal data from time to time in connection with your Card. Some personal data will be necessary for us to provide you with the Card and services under this Agreement, for example, your name, address, email address and mobile number. You must notify us immediately of any change to your personal details.

**18.2** We, the Programme Manager and our affiliates are committed to maintaining your personal data in accordance with the requirements of the laws relating to the collection, processing and use of your personal data and will take all reasonable steps to ensure that your personal data is kept secure against unauthorised access, loss, disclosure or destruction. Except as required by law, or in accordance with this Agreement, your personal information will not be passed to anyone without your permission. To comply with Anti-Money Laundering Regulations, we may request evidence of identity from you at any time.

**18.3** You agree that we can use your personal data in connection with the Card, and the e-money associated with the Card, to contact you about replacement Cards, and to enable us to review, develop and improve our products and services. This may involve providing your personal data to our partners, affiliates, agents, distributors, suppliers and to Visa and its affiliates to operate this programme and for their statistical research and analytical purposes. Some of those parties may be outside of the EEA and in such circumstances, we shall ensure that the transfer of personal data shall be carried out in compliance in accordance with relevant data protection laws. We may also disclose your personal data as required by law, regulation or any competent authority or agency to investigate possible fraudulent, unlawful or unauthorised activity.

**18.4** You may contact us at anytime to request us to stop such use or further disclosure to other companies for such use.

**18.5** You have a right to inspect the personal data we hold about you however we will ask you to pay an inspection fee of £10 to cover our costs. For further information please contact Customer Services.

**18.6** If we discover that the information we hold about you is incorrect, we may have to suspend or cancel your Card until we can establish the correct information, in order to protect us both.

**18.7** If we believe that you have been involved in any fraudulent, unlawful or unauthorised activity then we may contact the Institution and law enforcement bodies to advise them of such activity and you hereby consent to the disclosure of your personal data to the Institution in this context.

## **19. COMPLAINTS PROCEDURE**

**19.1** Complaints regarding any element of the service provided by us should be sent in writing or by email to Customer Services.

**19.2** All complaints will be subject to our complaints procedure. We will provide you with a copy of our complaints procedure upon request and, if we receive a complaint from you, a copy of our complaints procedure will automatically be sent to you.

**19.3** If we fail to resolve your complaint to your satisfaction, you may refer to an independent ombudsman by sending a request to Ombudsfm – North Gate II - Boulevard du Roi Albert II 8, bte 2 - 1000 Brussels – Belgium, or via e-mail to [ombudsman@ombudsfm.be](mailto:ombudsman@ombudsfm.be) or via telephone +32 2 545 77 70. More information can be found at [www.ombudsfm.be/en/individuals/introduce-complaint/](http://www.ombudsfm.be/en/individuals/introduce-complaint/)

## **20. GENERAL**

**20.1** Any delay or failure to exercise any right or remedy under this Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.

**20.2** If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.

**20.3** You may not assign or transfer any of your rights and/or benefits under this Agreement and you shall be the only party to this Agreement with us. You will remain liable until all Cards issued to you are cancelled or have expired and all sums due under this Agreement have been paid by you in full. We may transfer our rights and benefits at any time without prior written notice to you or consent from you. We may subcontract any of our obligations under this Agreement. Your rights will not be affected as a result of such transfer or subcontracting arrangement.

**20.4** No third party who is not a party to this Agreement has a right to enforce any of the provisions of this Agreement, save that the Programme Manager, Visa and their respective affiliates may enforce any provision of this Agreement which confers a benefit or a right upon them and a person specified in paragraph 17.4 may enforce paragraph 17.

**20.5** You can obtain a copy of this Agreement at any time by visiting the Website.

**20.6** This Agreement is governed by English law and you agree to the exclusive jurisdiction of the courts of England and Wales.