

## **CORPORATE – GIFTED 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 these Terms and Conditions. You must read them carefully.

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

**The Financial Services Compensation Scheme does not apply to the Card. For your protection, all funds held from time to time on Cards are held by PCS in trust and safeguarded in accordance with the Electronic Money Regulations 2011.**

### **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** 'Card' means the pre-paid plastic or board card issued by PCS which is to be used in accordance with these Terms and Conditions;
  - 1.1.2** 'Card Services' means the contact centre operated for and on behalf of PCS for dealing with all your enquiries; details of such centre are contained in condition 14;
  - 1.1.3** 'E-money' means electronic money as defined in the Financial Conduct Authority Handbook of rules and guidance;
  - 1.1.4** 'End User' means a person to whom you gift the Card in accordance with condition 3.9;
  - 1.1.5** 'Goods' means goods and/or services which are available from a Retailer and can be paid for using Cards;
  - 1.1.6** 'PCMS' means Park Card Marketing Services Limited (Company Registration No. 5325492) whose registered office is at Valley Road, Birkenhead, Merseyside CH41 7ED;
  - 1.1.7** 'PCS/'We'/'Us'/'Our' means Park Card Services Limited (Company Registration No. 3280082), the E-money issuer, whose registered office is at Valley Road, Birkenhead, Merseyside CH41 7ED;
  - 1.1.8** 'Purchaser' means the person who paid PCS for the Card;
  - 1.1.9** 'Retailer' means those businesses who have from time to time agreed with PCMS to accept the Card in payment for Goods;
  - 1.1.10** 'SMS' means the short message service allowing the interchange of short text messages between mobile telephones (texts);
  - 1.1.11** 'You'/'Your' means the Purchaser or, if different, the person who uses the Card.

### **2. The Card**

- 2.1** The Card is issued to the Purchaser but the Card itself will not be personalised. We will assume unless and until we are notified 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;
  - 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 benefit related to the length of time you hold the Card.
- 2.5** We will not issue a statement in respect of your Card but details of the balance on your Card can be obtained in accordance with condition 5.
- 2.6** The Card Purchaser must be over the age of 18.

### **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.love2shop.co.uk/services](http://www.love2shop.co.uk/services).**
- 3.2 You must:-
  - 3.2.1 treat the Card as if it were cash;
  - 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;
  - 3.2.3 keep your transaction receipts safe and when appropriate dispose of them carefully;
  - 3.2.4 let Us know as soon as possible if your Card is lost, stolen, damaged or destroyed
  - 3.2.5 keep an independent record of your Card number.
- 3.3 The Card can only be used at Retailers to pay for Goods.
- 3.4 Retailers may vary from time to time but a current list can be obtained on-line at [www.love2shop.co.uk/services](http://www.love2shop.co.uk/services) or by telephoning Card Services.
- 3.5 We will debit the amount of all Card purchases from Retailers from the balance on your Card immediately the purchase is completed.
- 3.6 If We need to investigate a transaction on any 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. You **must** 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 The Card must not be sold by the Purchaser, or any other holder of the Card from time to time, but it may be gifted by You to any person to use at Retailers to pay for Goods. If you gift a Card to another person You will be responsible for all use of the Card and You must ensure that such person understands and keeps the obligations contained in the Terms and Conditions applying to End Users (particularly those relating to the security and use of the Card), a copy of which you hereby confirm you have been provided with and agree to provide to any person to whom you gift the Card on or prior to your providing such person with the Card. You shall be free to gift the Card to such persons as you wish, including (without limitation) for use as a reward for the introduction of new business, for the purposes of incentivising employees or for charitable purposes.

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

- 4.1 If your Card is lost, stolen, damaged or destroyed You must notify us immediately by telephoning Card Services and quoting the Card number.
- 4.2 Upon receipt of the Card number We will immediately cancel the Card.
- 4.3 Until We receive your notification in accordance with condition 4.1 all purchases made using the Card will be debited to the Card.
- 4.4 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.
- 4.5 Valid claims will be completed within 10 working days and may be subject to an administration fee of £8.90.

### **5. Additional Services**

The following services will also be available to you for (where appropriate) valid telephone numbers in the United Kingdom:-

- 5.1 text balance alerts at a fee of 5p per SMS; this service will provide You with an SMS text each time your Card is used and the text message will give You the latest Card balance;
- 5.2 text threshold alerts at a fee of 5p per SMS; this service will provide You with an SMS text once the balance remaining on the Card reaches a value which You can set;
- 5.3 the cost of each of the above services will be charged to your card
- 5.4 balance details via our 24/7 automated telephone service on 0344 7709015.

## **6. Charges**

All charges by Us referred to in these Terms and Conditions will be:

- 6.1 automatically deducted from the balance on your Card;
- 6.2 subject to variation as and when We require, subject to Us giving to You not less than 28 days prior notice of any such variation before making any deduction from your Card.

## **7. Expiry of your Card**

Your Card will expire at midnight on the date printed on the Card, following which, it will no longer be valid and neither You nor any other person will be able to use the Card. The right to use any electronic money stored on the Card ceases.

## **8. Redemption**

- 8.1 The Purchaser is not entitled to redeem any expired and unused balance on the Card.
- 8.2 Non-Purchasers, including those who have been gifted Cards, may not request or receive redemption.

## **9. Disputes with Retailers**

- 9.1 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.
- 9.2 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 when the purchase is completed.
- 9.3 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; refunds are between You and the Retailer.
- 9.4 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 but in any case within 28 days of the disputed transaction by either telephoning Card Services or by e-mail via the 'contact us' section of our website: [www.love2shop.co.uk/services](http://www.love2shop.co.uk/services). We will make all reasonable endeavours to resolve your query as soon as possible. If your query is, in Our reasonable opinion, unfounded then we reserve the right to charge an administration fee of £10.00.

## **10. Regulation and Protection**

- 10.1 PCS is authorised and regulated by the Financial Conduct Authority (registration number 900016) to carry on the regulated activity of issuing E-money.
- 10.2 Although the E-money product is regulated by the Financial Conduct Authority, it is not covered by the Financial Services Compensation Scheme. This means that in the event that PCS becomes insolvent, any E-money on your card may become valueless and unusable and may be lost. No other compensation scheme exists to cover losses claimed in connection with Cards. For your protection all funds held from time to time on Cards are held by PCS on trust in accordance with the terms of the Park Card Services Ltd E-Money Trust.
- 10.3 To comply with money laundering regulations, We may require proof of the Purchaser's identity and address prior to activating any cards purchased.
- 10.4 You agree you are not a consumer, a micro-enterprise or a charity under the Payment Services Regulations 2009 and therefore agree that Part 5 and the regulations specified in regulation 51(3) (a) Part 6 of such Regulations do not apply to you.

## **11. Complaints**

- 11.1 If You have a complaint concerning your Card or our service then please contact Us by calling Card Services or on-line at [www.love2shop.co.uk/services](http://www.love2shop.co.uk/services).

- 11.2** 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 Card Services.
- 11.3** If We fail to resolve your complaint You can always refer it to:-  
Financial Ombudsman Service  
Exchange Tower, London E14 9SR  
Telephone 0800 023 4 567

## **12. Our Liability**

- 12.1** 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.
- 12.2** We shall not be liable to You for any loss or damage You may suffer in the event that a Retailer refuses to accept your Card.

## **13. 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](http://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.

## **14. Card Services**

You can contact Card Services as follows:-

- 14.1** for a general enquiry on 0344 3750739 between the hours of 9am and 5pm Monday to Friday; or
- 14.2** for a lost or stolen Card or balance details on 0344 7709015 available 24 hours a day, 7 days a week.

The geographical address at which we may be contacted is our registered office as set out above.

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

## **15. Governing Law**

These Terms and Conditions shall be governed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English courts. All communications with you will be in English.

## **16. Variation**

- 16.1** We may vary these Terms and Conditions 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.
- 16.2** When We notify You of a change to these Terms and Conditions, 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 these Terms and Conditions immediately and without charge.
- 16.3** 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 these Terms and Conditions.