

LOVE2SHOP HOLIDAY 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.

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 **'Customer Support'** 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 9;
 - 1.1.3 **'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;
 - 1.1.4 **'Purchaser'** means the person who paid PCS for the Card;
 - 1.1.5 **'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 used to purchase Goods by mail order or on-line
 - 2.2.3 cannot be re-sold
 - 2.2.4 Cards are issued in two formats
 - 2.2.4.1 **Denominated Cards** – These are single use cards that can only be redeemed in one transaction.
 - 2.2.4.2 **Non-denominated Cards** – These cards can be re-loaded and are multi use cards. The card balance is available to spend until expiry.
- 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.
- 2.5 We will not issue a statement in respect of your Card but details of the balance can be obtained from www.love2shop.co.uk/mycard.
- 2.6 The Card Purchaser must be over the age of 18.

3. Lost, Stolen, Damaged or Destroyed Cards

- 3.1 If your Card is lost, stolen, damaged or destroyed You must notify us immediately by telephoning Customer Support and quoting the Card number.
- 3.2 Upon receipt of the Card number We will immediately cancel the Card.
- 3.3 Until We receive your notification in accordance with condition 4.1 all purchases made using the Card will be debited to the Card.
- 3.4 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.
- 3.5 Valid claims will be completed within 10 working days and may be subject to an administration fee of £8.90.

4. Charges

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

- 4.1 automatically deducted from the balance on your Card;
- 4.2 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.

5. 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.

6. Complaints

6.1 If You have a complaint concerning your Card then please contact Us by calling Customer Support on 0345 077 4444.

6.2 If You have a complaint concerning the service provided by Us please call 0345 077 4444.

6.3 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 Support.

7. 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.

8. Customer Support

You can contact Customer Support as follows:-

8.1 for a general enquiry or to report your card lost or stolen call 0345 077 4444 between the hours of 9am and 5pm Monday to Friday

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

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

9. 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.

10. Use of your Card

10.1 You must:-

10.1.1 treat the Card as if it were cash;

10.1.2 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;

10.1.3 let Us know as soon as possible if your Card is lost, stolen, damaged or destroyed.

10.2 **The Card can only be spent with Us and cannot be exchanged for a cash equivalent or foreign currency.**

10.3 We will debit the amount of all Card use from the balance on your Card immediately the initial booking transaction is completed.

10.4 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.

10.5 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. You may not increase the balance on a Card once it has been issued by Us.

10.6 Our Card can be used as full or part payment for our products and services. Additional payments can be made using all major debit and credit cards. Tour operators' website prices may differ from travel agents and offer online discounts which may not be available through Us. Certain tour operators and airlines will incur a booking fee. Some tour operators may offer products and services which are only available direct.

11. Variation

11.1 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.

- 11.2** 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.
- 11.3** 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.