

M&S Credit Card

TERMS AND CONDITIONS

Credit Card Agreement regulated by the Consumer Credit Act 1974

Between us, Marks and Spencer Financial Services plc, whose registered office is at Kings Meadow, Chester CH99 9FB and You, the Cardholder.

Credit Limit: Your credit limit will be the amount determined by us from time to time and notified to you. We may limit the amount of Cash Advances and if we do this, we will notify you.

Repayments: Each month you must pay to us at least the minimum repayment, which is either the total interest and default charges together with 1% of the principal shown on your monthly statement or 2.5% of the outstanding balance shown on your monthly statement or £5, whichever of these amounts is highest. If the balance shown on your monthly statement is less than £5 then that will be the amount of the minimum repayment. You must pay the relevant amount to us within 25 days of your statement date ("the Repayment Date"). The amount of the minimum repayment and the Repayment Date will be shown on your statement. We may allow you to pay a lesser sum. We will tell you if we do this.

APR: 15.9% variable

Total amount payable £1298.90.

The total amount payable is an illustrative figure only. It and the APR are calculated based on assumptions that you spend £1,200 on Purchases at the start of the Agreement and then repay it by 12 equal monthly instalments with interest being charged during that period at the simple annual rate for Purchases. No account is taken of any introductory rates, of any further drawdown of credit or of any variation which may occur under the Agreement of the interest rate or other item entering into the APR or total amount payable calculations.

Annual Interest rates

Introductory Rates	Effective Rate	Simple Rate	Introductory Period
Interest rate per annum for Purchases	0%	0%	15 months from account opening

The Standard Variable rates apply upon expiry or withdrawal of any introductory rates.

Standard Variable Rates	Effective Rate	Simple Rate
Annual interest rate for Purchases and Balance Transfers not being charged at an introductory rate	15.9%	14.880%
Annual interest rate for Cash Advances	23.9%	21.660%

The effective rates are calculated on a similar basis to the APR taking no account of any fees. Interest is charged daily at the simple rate (which is used for calculation purposes).

Interest is charged from the dates those items are charged to the Account. In all cases (other than, for Purchases only, where one of the below alternatives applies) interest will be charged on a daily basis until the outstanding balance on the Account has been repaid in full and will be added to the Account monthly on the statement date. The alternatives for Purchases are that:

- you (a) repay in full the "present balance" shown as outstanding on your current statement by close of business on the Repayment Date and (b) also did so in relation to the "present balance" shown as outstanding on the previous statement - in which case no interest will be charged in relation to that current statement on Purchases (excluding Cash Advances and Balance Transfers) which form part of the amounts shown on that current statement as being or having been outstanding at any point; or
- you (a) repay in full the "present balance" shown as outstanding on your current statement by close of business on the Repayment Date, but (b) did not do so in relation to the "present balance" shown as outstanding on the previous statement - in which case interest will be charged on a daily basis in relation to that current statement on Purchases (excluding Cash Advances and Balance Transfers) which form part of the amounts shown on that current statement as being or having been outstanding

at any point from the date those Purchases were charged to the Account until the date of that current statement.

Except where any interest rates are stated to be fixed, all interest rates are variable.

Charges:

If you pay late £12

If you exceed your credit limit £12

If we serve a default notice £12

If a cheque for a Balance Transfer is returned unpaid £12

If any payment, including any direct debit payment, is returned unpaid £12

You must also pay our costs of enforcing this Agreement as referred to in clause 3a).

See clause 3b) for details of the Cash Advance Fee: 2.99% of the amount advanced (minimum £3).

See clause 3d) for details of the foreign exchange charge on foreign currency transactions: 2.99%.

We will charge a fee for a Balance Transfer made when making this Agreement of 2.9% (minimum £5) of the balance transferred. We will tell you of the conditions and charges of any other Balance Transfer offers when we make the offer.

See clause 3c) and 3f) for details of the charges for other services.

Changes to interest rates and charges

We may vary (or introduce) any interest rates, charges or fees at our discretion and upon written notice to you at any time in accordance with Clause 8. In particular, we may vary the interest rate(s) and the APR depending on our assessment of your ability to meet your financial commitments (including considering your credit history and information held about you by credit reference agencies) and how you conduct the Account from time to time.

This Agreement is also subject to the Credit Card Agreement Terms which accompany it and the references to clauses in this Agreement are references to clauses in the Credit Card Agreement Terms.

CREDIT CARD AGREEMENT TERMS

1. DEFINITIONS

'Balance Transfer': a transfer to the Account of an amount you owe another lender or such other transactions as we tell you are to be treated as a 'Balance Transfer'.

'Card' means any MasterCard or VISA credit card issued to you at any time or to an Additional Cardholder under this Agreement and references to Card include Card Security Details where the context requires.

'Card Security Details': the Card number, the PINs, your password, any internet password and internet identity number and any other security details we may from time to time require you to use.

'Cash Advance(s)': any cash withdrawal, purchase of travellers' cheques or foreign currency, (other than from Marks and Spencer plc), Cheque transaction, money order or electronic money transfer (excluding Balance Transfers), any payment by Direct Debit and any betting and gambling transaction.

'Cheque': any cheque we issue for use with the Account excluding any cheque to make a Balance Transfer.

'PIN': the personal identification number provided for use with the Card.

'Present Balance': the amount owed by or to the Cardholder on the Account.

'Purchase': any transaction under which payment for goods and/or services is made by use of the Card and/or Card security details.

'We/us/our' refer to Marks and Spencer Financial Services plc, its successors and anyone else to whom it has assigned its rights under this Agreement or anyone else appointed to operate your Account,

'You/your' means the person entering into this Agreement with us and 'HSBC Group' means HSBC Holdings plc, its subsidiaries, associated and affiliated companies.

2. USING THE ACCOUNT

- a) We will open an account in your name to record transactions under this Agreement (the "Account"). Cards may be used, subject to this Agreement, until their expiry dates. Transactions using the Card may be authorised by you or another person you allow to use the Account (an "Additional Cardholder") using, as the circumstances require, a combination of the Card, PIN or other security details associated with the Card or the Account or in other ways advised to you by us from time to time, subject to this Agreement, until the Card expiry date. Such authorisation will be given to us or to a payee (for example, a retailer or supplier). Where a chip and PIN Card is used, a PIN must be used to authorise a transaction unless the transaction is executed at a distance, for example over the internet, in which case other security details will be requested from you or the Additional Cardholder to authorise the transaction.

We are not responsible for the refusal or failure of any retailer or supplier to accept your Card.

- b) You must not use your Card or the Account for any illegal purpose nor allow anyone else to do so. If you do, you will be responsible for such use and may be required to reimburse us and/or VISA or MasterCard, for all amounts which we or they incur as a result of such use.
- c) You may ask us to issue a Card to an Additional Cardholder. We will only issue a Card to persons who are spouses or partners of the Cardholder living at the Cardholder's address. You are responsible for all use of the Card by the Additional Cardholder, including any use in breach of this Agreement. You must ensure the Additional Cardholder complies with the relevant terms of this Agreement regarding the use, safeguarding and prevention of misuse of the Card.

We will cancel any use of a Card by an Additional Cardholder on request if the Card is returned to us.

- d) We may issue Cheques to you at our discretion unless you tell us you do not want to receive them. You cannot use Cheques to pay off any amounts you owe us. While you have the use of Cheques we will carry out regular credit checks on you.
- e) Cheques may only be used by the Cardholder, and may only be drawn in Sterling.
- f) You may ask us to stop a Cheque if it has not been charged to the Account and we have not told the payee or their bank that the Cheque will be paid.
- g) Once you have your Card and the Card has been activated you may use it and draw credit under these terms and conditions. Credit may be drawn down earlier than this if we allow you to make a Balance Transfer before that time. You may draw credit by using the Card to make Purchases, Cash Advances and we may allow you to make Balance Transfers. You must not exceed your credit limit at any time. In determining your credit limit, we will take account of all factors which we reasonably believe are relevant. You must not exceed your credit limit at any time.
- h) We may allow other persons to make payments to the Account on your behalf.
- i) You may, at our discretion, use your Account to carry out Balance Transfers. Only the Cardholder is authorised to carry out Balance Transfers on the Account. We may restrict the amount of any Balance Transfer you may transfer or stipulate other conditions for the Balance Transfer. We will tell you when we do this.

3. CHARGES

- a) We will charge the Account with (and you will be liable for) all amounts incurred by the use of the Card or Cheques and all interest, fees, charges and costs referred to in this Agreement and in addition with our costs of enforcing our rights or remedies under this Agreement including tracing costs, collection agency costs and legal costs incurred and the amount of any tax or other duty imposed upon this Agreement or the use of your Card(s).
- b) We will charge a fee for Cash Advances. The amount of the fee as well as details of fees for Balance Transfers and circumstances in which they are applied are set out in the front of this Agreement.
- c) Our charges for services in relation to the Account are:
- to stop a cheque £15
 - to change your statement date £5 (the first change is free)
 - to obtain a copy Purchase voucher £5
 - to obtain a copy statement £5 per statement.
- d) Any foreign currency transactions are converted to Sterling by the card scheme (MasterCard or VISA) using wholesale market rates applying on the day conversion is made.

You can find the current exchange rates by calling us on 0800 363 484. We charge commission on foreign currency transactions at the rate specified in the front of this Agreement.

- e) The general rule is that we will charge interest on insurance premiums, costs and other charges at the same rate(s) and on the same basis as for Purchases. However, we will charge interest on fees and charges which relate to a particular transaction, at the same rate(s) and on the same basis which applies to the relevant transaction or charge to which they relate (e.g. a Balance Transfer or a Cash Advance).
- f) We may make a charge for any additional services we provide outside this Agreement. We will tell you of these charges when you ask for the service.

4. AUTHORISATIONS

- a) We may restrict or refuse to authorise any use of the Card:
- if such use is causing, or would cause a breach of this Agreement;
 - if we have reasonable grounds for suspecting that you, any Additional Cardholder or third party has committed or is about to commit a crime or other abuse in connection with use of the Card or the Account;
 - as part of our procedures to prevent fraud or misuse of Cards; or
 - if you do not use your PIN when you use your chip and PIN card. You may be asked for further information including verification of your identity when we are asked to authorise a transaction.
- b) We may refuse to pay a Cheque which is not correctly drawn, a Cheque drawn more than 6 months previously, a Cheque which is not fully completed (including, without limitation, where required, through the insertion of your Card number and expiry date on the reverse of the Cheque) or which is or causes you to be in breach of the terms of this Agreement. You cannot 'stop' a Purchase or other transaction made using the Card once you have authorised the transaction to us or to the payee (for example, a retailer or supplier). We will credit the Account with a refund only if the payee refunds us and we may charge the relevant rate of interest on such a transaction amount.
- c) Our authorisations process takes account of transactions which have been authorised by you and us but not yet applied to the Account.
- d) When you place an order on the internet with organisations who participate in MasterCard SecureCode (designed to reduce fraud) you will be invited to register for the service applicable to your Card. If you do not do so, as part of our fraud prevention measures we may not authorise further internet transactions with participating organisations.
- e) If a transaction is refused by us then we will give notice of this refusal via the supplier, retailer or other organisation with whom you try to make the transaction. If you or the Cardholder were not made aware of this refusal around the time of the transaction, you can seek details of the refusal by calling us on 0845 900 0900.

5. REPAYMENTS

- a) We will send you a statement each month (and this may be an online statement, by email or other electronic means where we have your consent to do so) if there are transactions or other movements on the Account and you must tell us immediately if anything on your statement is incorrect.
- b) You must repay immediately any amount that exceeds your credit limit, any arrears and the amount of any transaction in breach of this Agreement.
- c) This Agreement operates in Pounds Sterling and all payments must be made in Pounds Sterling and will only take effect when received by us as cleared funds e.g. a cheque may take several days to clear after it is received by us. Payments will not be accepted in credit notes, Marks and Spencer gift vouchers or cards or M&S reward vouchers.
- d) We may tell you at our discretion if you may miss making a monthly repayment but if you do so, you may pay more interest as a result and any interest-free period will not be extended.
- e) You should not make payments that place the Account in credit. If you do, we may still restrict the use of the Card and the Account to the amount of your credit limit.
- f) If you have applied for Payment Protection Insurance, Card Safe or other fee-based products, your Account will be charged automatically with the premiums.
- g) If you make a payment late or not at all, interest will accrue on the unpaid amount at the rate for that part of the balance remaining unpaid.

- h) You can at any time repay all or any sums owing under this Agreement, subject to you making the minimum monthly repayment, by making payment to us by cheque or other appropriate method.
- i) Payments received which are not sufficient to repay all amounts due on the Account will be applied to categories of your balance in the following order:
1. cash advances
 2. purchases
 3. balance transfers

In this Application of Payments, except as mentioned below, in each category the interest, insurance premiums and other charges and fees are paid first followed by the remainder of the balance. Where interest is charged at different rates in respect of items in the same category those items will be repayable in the order of those with the highest to those with the lowest interest rates. Where we notify you of a relaxation of our terms, involving interest rates being lowered for specific/special transactions (e.g. without limitation, Purchases, Cash or Cheque Transactions), for a set period as a concession we may also notify you that such specific/special transactions will alter the order in which any payments will be allocated.

6. PROTECTING THE CARD

- a) You and any Additional Cardholder must take all reasonable precautions to prevent the Card and the Card number, the PIN, your password, any internet password and internet identity number or any other security details for the Card or Account from being misused or being used to commit fraud.

These precautions include:

- i) sign the Card as soon as it is received and comply with any security instructions;
 - ii) take care of the Card and Card Security Details;
 - iii) do not allow anyone else to have or use the Card;
 - iv) destroy any notification of the Card Security Details;
 - v) do not write down the Card Security Details nor disclose them to anyone else (other than any Additional Cardholder permitted to use them) including the police and/or our staff;
 - vi) if you change your Card Security Details to make them more memorable to you, do not choose sequences of letters or numbers that may be easy to guess;
 - vii) do not tamper with the Card or Cheques;
 - viii) do not keep your Cheques and Cards together;
 - ix) keep Card receipts securely and dispose of them carefully;
 - x) contact us about any suspicious matter or problem regarding the use of the Card at a terminal. We may disclose to the organisation that provides the terminal any information we consider necessary to resolve any such matter or problem;
 - xi) comply with any reasonable instructions that we give you about the use and safekeeping of your Card and Card Security Details (including how you choose your PIN);
 - xii) co-operate with us and the police to recover losses, and to investigate any unauthorised transactions. If you are advised to report any unauthorised transactions to the police, you must do so immediately and in any event within 7 days of being asked. If you recover the Card or Cheques you must not use them and should cut them into four or more pieces and dispose of them. We may disclose to the police any information we reasonably believe to be relevant.
- b) If the Card or Cheques are lost, stolen or liable to be misused for any reason, you must tell us **Marks and Spencer Financial Services plc, Kings Meadow, Chester CH99 9FB** immediately on our **24-hour telephone number 0845 900 0900 or 0044 1244 879080** from abroad.
- c) Cards and Cheques belong to us and must be cut into four or more pieces and disposed of immediately if we ask you to do so in any of the circumstances set out in clause 4a) or where there is any other valid reason. If you decide to, or you are asked to destroy your Card, you should make sure that the CHIP is destroyed. We have the right to replace Cards at any time.
- d) We will notify you when we issue your Card if it needs to be validated and/or activated and, if appropriate, how to do this.

7. MISUSE OF THE CARD AND CHEQUES

- a) If someone else obtains the Card or Card details with your, or any Additional Cardholder's consent, you will be liable for any use made of the Card by that person or anyone else, even if you have not authorised it, until you notify us under clause 6b). However, you will

not be liable for any losses that arise from any misuse of the Card or Card details where they are used to buy goods or services remotely, such as over the internet, by phone or mail order, subject to certain limited exceptions.

- b) If someone else uses the Card or Card details with your, or any Additional Cardholder's consent, you will be liable for such use.
- c) You may be liable for Cheques which have been altered or signed by someone else if you have not taken all reasonable steps to prevent anyone from doing this or if you have not notified us of any such actual or suspected misuse as soon as possible.

8. VARIATIONS

- a) We may vary these terms and conditions by giving you not less than 30 days' written notice at any time, except where the change is to your benefit when we may give you at least 7 days notice. In particular, we may vary the interest rate(s) and the APR depending on our assessment of your ability to meet your financial commitments (including considering your credit history and information held about you by credit reference agencies) and how you conduct your Account from time to time. These changes would be personal to you and we do this to ensure there is a fair allocation of the risks and costs of borrowing between our different customers.
- b) The reasons why we make changes to the terms of this Agreement include:
- a change in law, industry code or good banking practice;
 - a change to the cost of providing services to you, including money market rates or bank base rates;
 - as a result of a change to our way of doing business including the introduction of new technology;
 - to reflect our policies on the competitiveness, market share and profitability of our business, where we are not acting dishonestly, for an improper purpose, to discriminate against a particular customer or as an unreasonable financial institution;
 - to make the Agreement clearer to you; or
 - any other valid reason.
- c) If you are unhappy with any changes made by us under this clause 8, you may end this Agreement by giving us notice under clause 9c) before the change takes effect.

9. RESTRICTING THE CARD USE AND ENDING THIS AGREEMENT

- a) We may cancel or suspend the use of the Card for all or any purposes or refuse to replace or reissue the Card if:
- i) we believe that there is a significantly increased risk that you may not be able to fulfil your duty to repay the credit in line with this Agreement and this includes situations such as you going bankrupt or having similar proceedings taken against you, if any of the information you gave us when you applied for the credit is found or suspected to be untrue, there is a breach of this Agreement or any other agreement between you and us or any member of the HSBC Group, your bank account with us or any member of the HSBC Group is frozen, if adverse information is received from credit reference agencies or if you die;
 - ii) we have reasonable grounds for suspecting fraudulent or unauthorised use of the Card; or
 - iii) we have reason to believe that the security of the Card or Card details has been compromised.
- b) This Agreement has no fixed duration, however we may end this Agreement in any of the circumstances set out in clause 9a) or if you seriously breach the terms of this Agreement (for example if you do not make repayments on time or at all) and demand repayment of the balance on the Account, in each case we will serve on you any notice required by law.
- c) This Agreement will also end when either of us gives notice in writing to the other and where you end this Agreement, when you cut all Cards and Cheques into four or more pieces and dispose of them. We will give you two months' notice if we end this Agreement under this clause 9c).
- d) If this Agreement ends:
- i) you must ensure there is no further use of the Cards and Cheques, and cancel any payment authorities and standing orders;
 - ii) you will be liable for transactions made before or after this Agreement ends (apart from any referred to us for authorisation after it ended);
 - iii) the terms of this Agreement will continue to apply until we have been paid in full; and
 - iv) we may require immediate repayment of the balance on the Account.

- e) On your death, the obligations under this Agreement will continue until all Cards have been cut into four or more pieces and disposed of and the balance on the Account has been paid. Any Additional Cardholder must immediately stop using the Card and must cut it into four or more pieces and dispose of it.

10. GENERAL

- a) We may at any time transfer our rights and/or our obligations under this Agreement to someone else. If we do this, it will not affect your rights and/or your obligations. You may not transfer any of your rights and/or obligations.
- b) Any security given by you to us does not apply to this Agreement.
- c) We may, at our discretion, relax any of the terms of this Agreement, but, unless we inform you that the relaxation will apply for a set period including without limitation where interest rates are lowered for specific/special transactions for set periods as a concession, we shall still be entitled to strictly enforce them again at any time. When we notify you lower interest rates for specific/special transactions are available we may also notify you that we may withdraw the lower concessionary interest rate for specific/special transactions if you breach this Agreement even if the set period has not expired.
- d) If you have a dispute with someone else over a transaction made with your Card, you must keep making payments to us while you are resolving it.
- e) We may use any credit balance on any other account you hold with us, to reduce or repay any sums you fail to pay under this Agreement. We will give you a reasonable opportunity to pay outstanding sums before we do so. We will tell you as soon as possible after we do so.
- f) We will not be liable to you for any loss due to:
- any failure or delay in providing our service caused by strikes, industrial action, failure of power supplies or computer equipment or other causes beyond our reasonable control;
 - anyone else or any cash machine not accepting or retaining your Card or Cheques, or the way in which any such non-acceptance is conveyed to you; but this clause 10f) will not affect your statutory rights.
- g) This Agreement is governed by English law and you agree that any legal case concerning this Agreement will be heard by the courts of England and Wales.
- h) We are required by law to tell you that the terms of this Agreement are in English and that we will communicate with you at all times in English. You may at any time during the term of this Agreement request a copy of this Agreement.
- i) You must notify us immediately if you change any of your name, address, telephone number, signature, your bank details or your email address. You must notify us if an Additional Cardholder changes their name.
- j) Any Additional Cardholder has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- k) We may contact you using an automated dialling system. You may opt to speak to an adviser at the commencement of the call.

YOUR INFORMATION

Please note that where you ask us to issue a Card to any Additional Cardholder we may discuss transactions on and information pertinent to the use of the Account with any Additional Cardholder but they will not be permitted to make any alteration to any of your information or details held unless you have provided us with your express consent. You should ensure that any Additional Cardholder reads the section below headed "Crime prevention and debt recovery".

'We', 'us' and 'our' refer to Marks and Spencer Financial Services plc. 'HSBC Group' means HSBC Holdings plc, its subsidiaries, associated and affiliated companies. We are a member of the HSBC Group. "Marks and Spencer Group" means Marks and Spencer plc and its subsidiaries, associated and affiliated companies.

Information we hold about you will not be disclosed to anyone (including other members of the HSBC Group or the Marks and Spencer Group) other than where we are legally required to disclose, we have a public duty to disclose, our interests require disclosure, disclosure is made with your consent or as set out in the terms below.

Credit reference agencies

We may share information with credit reference agencies (CRAs) to verify your identity and suitability for an account. This will include the use of information from the Electoral Register and other public sources.

If your application is for credit we may use details of your credit history record with the CRAs to assess your ability to meet your financial commitments. We may also share details of how you manage any accounts or borrowing from us with CRAs. The CRAs will record details of your application which will form part of your credit history whether or not you proceed and if you make several applications for credit within a short period of time, this may temporarily affect your ability to obtain credit.

If we make demand for repayment following any default by you and you fail to repay the sum due in full or make (and adhere to) acceptable proposals for repayment within 28 days, then, provided there is no genuine dispute about the amount owed, we may register the default with the CRAs. The registration of a default notice may affect your ability to obtain further credit.

If your application is for a joint account or borrowing, an "association" linking your financial records with those of your fellow applicant(s) will be created by the CRAs. The credit history of your "associates" will be taken into consideration in any future application for credit. The "association" will continue to link your credit histories unless and until you successfully file a "notice of disassociation" with the CRAs.

Further details explaining how information held by CRAs may be used is set out in a leaflet entitled Credit Scoring available on request from our website (www.marksandspencer.com/money) or telephone 01244 898075.

Crime prevention and debt recovery

To prevent crime, to verify your identity and to recover debt, we may exchange information (both within the UK and, where appropriate, overseas) with other members of the HSBC Group and/or Marks and Spencer Group, and, where appropriate, debt recovery agencies and other organisations including other lenders. In particular, if false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how information held by CRAs and fraud prevention agencies may be used is set out in a leaflet entitled Credit Scoring available on request from our website (www.marksandspencer.com/money) or telephone 01244 898075.

Data processing

The HSBC Group, members of the Marks and Spencer Group and other companies approved by Marks and Spencer plc (which may include insurance companies) may record, exchange, analyse and use relevant information about you and your relationships with the HSBC Group and/or members of the Marks and Spencer Group (including the nature of your transactions) for testing, monitoring, training, credit assessment, credit and/or risk management, market research, insurance and administrative purposes.

This may include information provided by you, or someone acting on your behalf. We may make such information about you and your relationships available to members of the HSBC Group, members of the Marks and Spencer Group and/or other companies approved by Marks and Spencer plc for these purposes.

Relevant information may also be exchanged with members of the HSBC Group and/or Marks and Spencer Group and others if required, for audit purposes and if required by appropriate governmental and non-governmental regulators or ombudsmen.

We may use other HSBC Group companies and/or third parties to process information and provide services on our behalf. Whether it is processed in the UK or overseas, your information will be protected in accordance with data protection legislation, by a strict code of secrecy and security which all members of the HSBC Group, their staff and any third parties are subject to and will only be used in accordance with our instructions.

Information about products and services

With your permission, we, other members of the HSBC Group, members of the Marks and Spencer Group and other organisations approved by Marks and Spencer plc (which may include insurance companies) may share information about you to enable each of us to keep you informed about special offers, products and services available from the HSBC Group, the Marks and Spencer Group and selected third parties by post, telephone, email, mobile text and picture messaging. You agree that, to determine which products or services may be of interest to you, information about you and the conduct of your account may be analysed, including your purchases, other transactions and payment record.

If you do not want us to contact you about such special offers, products and services please let us know.

Miscellaneous

Under data protection legislation, you can apply in writing for a copy of certain personal records we hold about you. The current fee is £10.00 per request from each individual.

To ensure that we carry out your instructions accurately, to help us to continually improve our service and in the interests of security, we may monitor and/or record your inbound and outbound telephone calls with us. Any recordings remain our sole property.

We may use any service details you provide to us for service related reasons. You are required to notify us promptly of any changes to these or other details.

OTHER INFORMATION

- If you would like to make a complaint, then any enquiry or complaint relating to the Account should in the first instance be addressed to Marks and Spencer Financial Services plc, Cards & Loyalty Department, Kings Meadow, Chester CH99 9LZ. Tel: 0845 900 0900.

If we are unable to resolve your complaint to your satisfaction you may also complain to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Tel: 0300 123 9 123.

Email: enquiries@financial-ombudsman.org.uk

www.financial-ombudsman.org.uk

The existence of the complaints procedures outlined above does not affect any right of legal action you may have against us or the Insurer. A full written complaints procedure is available upon request.

- If you would like more information about us: Marks & Spencer Money and Your M&S are trading names of Marks and Spencer Financial Services plc, a wholly owned subsidiary of HSBC Bank plc. Our registered office and address for the purpose of the Agreement is Kings Meadow, Chester CH99 9FB. We will notify you should this address change. We are a company registered in England No. 1772585. We are a financial services organisation and banking institution authorised and regulated by the Financial Services Authority. We are also authorised by the Financial Services Authority for the conduct of general insurance business. We hold a Consumer Credit licence issued by the Office of Fair Trading. Our licence number is 153031.

We subscribe to the Lending Code.

Credit available subject to status to UK residents aged 18 or over.

- In relation to this Agreement you may also deal with Marks and Spencer plc of Waterside House, 35 North Wharf Road, London W2 1NW with whom we have arrangements relating to the provision of finance for their customers. Marks and Spencer plc provide and operate the M&S Loyalty Scheme. This scheme is a separate arrangement to the matters referred to in, and is provided outside of, the terms of your Credit Card Agreement and is instead subject to Marks and Spencer plc's terms and conditions of the Loyalty Scheme. If for any reason, you decide you do not wish to take part in the M&S Loyalty Scheme, please let us know by calling our Customer Service Line on 0845 900 0900.

Important information

Right of withdrawal – You have the right under section 66A of the Consumer Credit Act 1974 to withdraw from this Agreement, without giving any reason, during a period beginning the day after you have received your Card and notice of your credit limit and ending after 14 calendar days. You can withdraw from the Agreement by sending written notice of the cancellation to Marks and Spencer Financial Services plc, Kings Meadow, Chester CH99 9FB or by calling 0845 900 0900. If you cancel the Agreement you will have to repay to us the credit you have taken under the Agreement and pay to us any interest accrued on that credit at the applicable rate for the transaction(s) without delay and in any event no later than 30 calendar days after giving notice to withdraw. You can do this by cheque or any other appropriate means. Where you use your Card during the 14 day withdrawal period, if you ask us we will inform you without delay of the amount of interest payable per day.

Goods and services – If you purchase any item of goods or services costing between £100 and £30,000 using credit under this Agreement then if, for example, the goods fail to arrive or are not of satisfactory quality or there was a misrepresentation by the supplier regarding the goods then you may have a right of redress against us as well as the supplier.

Missing payments – Missing payments could have consequences such as making obtaining credit more difficult and could result in legal action to recover any debt owed under this Agreement.

**THE DIRECT DEBIT GUARANTEE**

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit, M&S Money will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request M&S Money to collect a payment, confirmation of the amount and date will be given to you at the time of the request
- If an error is made in the payment of your Direct Debit, by M&S Money or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society
 - If you receive a refund you are not entitled to, you must pay it back when M&S Money asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

Please call 0800 997 996 if you would like to receive this information in an alternative format such as large print, Braille or audio cassette.

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