

# Marks & Spencer Travel Money Online Terms and Conditions

## Service Provider

This section sets out the terms and conditions under which this service is provided by Marks and Spencer Financial Services plc (trading as M&S Money), a wholly owned subsidiary of HSBC Bank plc.

For the avoidance of doubt, all references to "we" or "us" in these terms and conditions shall be to Marks and Spencer Financial Services plc.

The Travel Money Online service is available to UK residents, aged 18 or over, for the delivery within the United Kingdom only.

You must not order money for purposes other than those deemed legitimate which comply with all applicable laws, rules and regulations.

Your order submission is your confirmation to us that you are not ordering money for illegal purposes.

We reserve the right to refuse orders for any reason at our discretion.

By using this service you acknowledge that you have read and understood these Terms and Conditions, and agree to be bound by them.

## Orders

Orders are subject to a minimum value of £100 and a maximum value of £2,500. We reserve the right to amend these minimum and maximum order values at any time at our discretion.

When placing an order you warrant that you are acting on your own behalf and that the information that you provide to us is true and accurate in all respects, that you will not withhold any material information from us, and you will provide us with any information that we may reasonably require.

You must provide all the requested information for us to process the order. We reserve the right to request further information from you should it be required at any time.

Please be advised that we can only accept one order per billing/delivery address, per calendar week.

## Cancellations

Should you wish to cancel your order you can call us on 0800 363 484\*. If your order has already been despatched we are unable to accept your cancellation. Orders are despatched throughout the day to the Royal Mail so unless your cancellation is within a few hours of your order being placed it is unlikely that a cancellation will be accepted.

## Delivery

Delivery can only be made to the billing address of the M&S Card holder for security reasons.

There is a £5 post and packaging charge for orders with a total value of less than £500. Orders of £500 or more are delivered free.

Your currency will be delivered by the Royal Mail Special Delivery Next Day service.

We are not responsible for late-delivery where Royal Mail has failed to meet its contractual obligations.

Currency must be ordered before 1pm for next working day delivery (orders placed on Friday may not be delivered on Saturday). Orders placed after 1pm, on weekends or bank holidays, are expected to be delivered in 2 working days. Please be aware that deliveries are not made on Public Holidays.

Order acceptance and delivery is subject to authorisation from M&S Money. Please allow adequate time for delivery before you travel. It is important that you are present to sign and accept delivery of your order.

We cannot accept any responsibility for fraudulent acts committed by a third party.

If the main M&S Card holder's billing address is to a location with a centralised reception or any kind of multiple occupancy building, be aware that Royal Mail will deliver to the reception or other delivery point only and not to the cardholder. Therefore, anyone at the reception can sign for and take receipt of the delivery. We are not responsible for deliveries for which Royal Mail have obtained a signature at your billing address but which you have not received.

## **Payment**

You can pay for your order using your M&S Credit Card, M&S Chargecard and M&S Budgetcard. All details provided must be correct, the card must be your own and the billing address of your card must match the delivery address for your order.

Orders will be processed at the foreign exchange rates quoted on our website on the day of ordering.

We do not charge any commission on currency. A 1% commission charge shall be incurred for any Sterling Travellers Cheques ordered.

Please note that by paying by M&S Credit Card the transaction will be treated as a purchase and not a cash advance. Therefore you will not be charged a Cash Advance Fee.

## **Liability**

We will only be liable to you for the direct losses (e.g. the value of the currency in relation to each contractual transaction that you incur if we breach our obligations under the Terms and Conditions. You accept that this is a reasonable pre-estimate of the loss you may suffer resulting from any breach by us of our obligations.

All conditions, warranties and remedies imposed or implied by any applicable law are expressly excluded (save for death, personal injury or fraud, our liability shall remain unlimited).

We will not be liable to you in contract, tort, or for breach of statutory duty or in any other way in connection with the Terms and Conditions for any indirect or consequential losses or special damages or for the loss of profit, contracts, business or anticipated savings or any other additional costs that you may incur whether or not such costs, losses or damages were in the contemplation of the parties at the date of the contractual transaction.

Under no circumstance shall we be liable for an act of omission of any third party involved in the payment process or otherwise. All implied terms are excluded to the fullest extent available under the law.

## **Travellers Cheques**

If you buy travellers cheques, you will be subject to the purchase and refund conditions set by the issuer of the travellers cheques. Please read these conditions carefully when you receive the travellers' cheques. If your travellers cheques are lost or stolen, the issuer will only refund their face value if you have complied with the conditions.

You must sign each travellers cheque in permanent ink as soon as you receive them.

If you have bought a travellers cheque for someone else to use then you should ensure they sign the travellers' cheque as soon as possible after you receive it. Until signed the travellers cheque will not be refundable if lost or stolen.

You must safeguard each cheque against loss or theft as you would a similar amount of cash. You must not part with the travellers cheques voluntarily, as collateral, in an illegal game of chance or other prohibited activity.

You must not use any travellers cheque in violation of any laws, or have any travellers cheque seized or confiscated by court order or government action.

You must notify the issuer immediately of the loss or theft of any of your travellers' cheques, and notify the local police if requested.

You must co-operate fully in any investigation of a claim (including agreeing to our verifying any information relevant to the claim), and agree to co-operate fully in any resulting legal action or proceedings (including those against a third party).

You must provide proof of purchase and acceptable proof of identity when making a refund claim.

You must complete and sign the appropriate refund claim documents to the issuer's reasonable satisfaction.

If you recover a travellers cheque that you have reported lost or stolen, or obtain any information that would help the issuer to recover a lost or stolen travellers cheque, you must immediately inform the issuer.

The right to a refund can be delayed during investigation of a loss or theft and neither we nor the issuer will be liable for any loss or expense caused by any such delay.

Due to the nature of travellers cheques, we cannot stop a travellers cheque being accepted.

## **Buy Back**

When you return back to the UK you can change back your unused foreign currency and/or traveller's cheques purchased through the Travel Money Online service into sterling. We will buy back Foreign Currency banknotes and/or travellers cheques at the prevailing buy back rate on the date received.

In order to use our buyback service, you must follow all the Notes on the 'Buy Back' form included in with your foreign currency package. Currency must be returned to us by the Royal Mail Special Delivery, to ensure security, and be insured for its full value.

There is no commission on the return of foreign currency notes and foreign currency travellers cheques.

We only buy back denominations that we supply

We do not buy back coins or sterling travellers cheques

Return must be by Royal Mail Special Delivery and is at the customer's risk.

Your Card account will be credited with the value of the Buy Back within three working days.

We are only able to refund any monies directly to the M&S Card you originally purchased your currency with.

## **Further Details**

For further details please refer to the M&S Travel Money Team on 0800 363 484\*

## **Complaints**

To register a complaint please contact us in one of the following ways:

Use the contact us button on the website and complete the email to send to us

Call us on 0800 363 484\*

Mail us at M&S Money, Customer Relations, Kings Meadow, Chester, CH99 9FB.

## **Third Parties**

A person who is not a party to the Trading Agreement has no rights under the contracts (Rights of Third Parties) Act 1999 to enforce any term of the Trading Agreement but this does not affect any right or remedy of a third party which, exists or is available under the Act.

## **Governing Law**

Customers are contracted with Marks and Spencer Financial Services plc, and agree that English Law governs this contract

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\*Calls Recorded.