

Credit Agreement for Cash Services

To enrol for Cash Services, please ensure you read the pre-contractual information document and the Additional Explanations information, which are provided for your protection, prior to completing the Cash Services Application Form.

Please also retain them for your records.

1. Cash Agreement Pre-Contractual Information (SECCI)
2. Additional Explanations on your Credit Agreement for Cash Services
3. Credit Agreement for Cash Services

The **Cash Services Application** is also included which you should complete and return to the address provided.

Pre-contract credit information (Standard European Consumer Credit Information – SECCI)

Please retain for your records

1. Contact details

Creditor: American Express Services Europe Limited

Address: Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX, UK. Registered in England and Wales with Number 1833139

2. Key features of the credit product

The type of credit

Running account credit under a cash agreement regulated by the Consumer Credit Act 1974

The total amount of credit

This means the maximum amount of cash advances to be provided under the proposed cash agreement or the total cash limit. We will decide, at our discretion, your cash limit from time to time and inform you what it is. We may vary these limits from time to time.

How and when credit would be provided

You may use your American Express Charge Card to obtain cash advances. For example, you may obtain cash advances at any ATM that accepts the charge card.

The duration of the credit agreement

Your cash agreement shall be open ended.

Repayments

The minimum amount you must pay us each month is your full outstanding balance.

The total amount you will have to pay

This means the amount you have borrowed plus interest and any costs

The total charge for cash advances consists entirely of a cash advance fee and is based on the sum of US\$1,860 for US Dollar cards, €1,500 for Euro cards or £1,200 for Sterling Cards being withdrawn in cash at the start of your cash agreement and being repaid in full by the due date shown on a statement.

3. Costs of the credit

The borrowing rate(s) which apply to the credit agreement

No interest will be charged on cash advances.

Annual Percentage Rate of Charge (APR)

This is the total cost expressed as an annual percentage of the total amount of your cash withdrawal limit.

The APR is there to help you compare different offers.

For accounts with a US Dollar or Euro card: 60.1 % APR (based on the sum of US\$1,860 for Dollar cards or €1,500 for Euro cards being withdrawn in cash and the cash advance fee disclosed in the Related Costs section below. No interest is charged on cash advances).

For accounts with a Sterling card: 42.6 % APR (based on the sum of £1,200 being withdrawn in cash and the cash advance fee disclosed in the Related Costs section below. No interest is charged on cash advances).

The total charge for credit is US\$74.4 for US Dollar cards, €60 for Euro cards or £36 for Sterling Cards.

RELATED COSTS

Any other costs deriving from the credit agreement

A Return Payment Fee of US\$15 for US Dollar cards, €15 for Euro cards or £12 for Sterling cards is payable if any payment to your account is not honoured by your financial institution when first presented for any reason. You will also be liable to pay us for all actual and necessary costs reasonably incurred by us or our agents including legal advisors in recovering any amounts unpaid.

A Cash Advance Fee of US\$4 or 4% for US Dollar cards, €4 or 4% for Euro cards or £3 or 3% for Sterling cards of the amount of any cash advance (whichever is the greater) is payable for each cash advance you request. ATM providers may also charge their own fees for cash advances obtained in Pounds Sterling or in foreign currencies.

A Statement Copy Fee of US\$4 for US Dollar cards, €3 for Euro cards or £2 for Sterling cards is payable if you request copies of statements, for each copy provided, or if you have elected electronic statements, you request any paper statement copies.

A Charge Record Copy Fee of US\$5 for US Dollar cards, €5 for Euro cards or £3 for Sterling cards is payable if you request copies of charge records, for each copy provided.

If you put through a transaction in a currency other than US Dollars, Euros or Pounds Sterling for your account with a US Dollar, Euro or Sterling card respectively, we will apply a currency conversion rate to the transaction, increased by 3.00% for US Dollar cards, 2.7% for Euro cards or 2.99% for Sterling cards or as otherwise disclosed by us.

Late Payment Fees will be payable by you in accordance with the "Costs in the case of late payments" section below.

Conditions under which the above charges can be changed

We reserve the right to change the circumstances in which any of the fees or commissions on your account are charged and the amount of those fees or commissions.

We will inform you of most variations in writing at least 30 days in advance of any changes to the terms unless the change is to your advantage in which case we will inform you within 30 days of the change. You will be deemed to have accepted the changes unless you notify us in writing prior to the date on which the changes will take effect that you do not accept the changes.

If you do not accept any changes to this agreement, you can end this agreement immediately and at no cost before the date on which the changes will take effect.

Costs in the case of late payments

The following Late Payment Fees are payable if we have not received the minimum payment:

- (i) within 30 days of your account statement date (3% or US\$25 (whichever is higher) for US Dollar cards, 3% or €25 (whichever is higher) for Euro cards or £12 for Sterling cards);
- (ii) within 60 days of your account statement date and each month thereafter until payment of the full outstanding balance is made (1.5% or US\$15 (whichever is higher) for US Dollar cards, 1.5% or €15 for Euro cards (whichever is higher) or £12 for Sterling cards).

Consequences of late payments

A number of consequences may arise should you fail to make payment in accordance with your obligations. For example:

- (i) you may be liable for default charges;
- (ii) your credit rating may be impaired making it more difficult or expensive for you to get credit in the future;
- (iii) legal action may be taken against you to recover amounts owing and you may have to pay any associated legal costs;
- (iv) an application may be made to declare you bankrupt;
- (v) if we have the benefit of a charging order, we may then seek an order for sale which could mean that your home or your property may be repossessed.

4. Other important legal aspects

Right of withdrawal

You have the right to withdraw from your cash agreement within a period of 14 calendar days starting the day after the day you receive a copy of your cash agreement with your card or confirmation from us that your cash agreement has become executed.

Early repayment

At any time before the payment due date shown on your account statement, you can pay the full outstanding balance or any part of it, if you wish.

Consultation with a Credit Reference Agency

We will immediately inform you, at no cost, if your application has been unsuccessful due to the outcome of a credit bureau database review.

Right to a draft credit agreement

You may ask, free of charge, for a copy of the cash agreement you wish to apply for by contacting us.

5. Additional information in the case of distance marketing of financial services

(a) concerning the creditor

Registration number

Registered in England and Wales with Number 1833139

We are authorised by the Financial Services Authority under the Payment Services Regulation 2009 (Reference Number 415532) for the provision of payment services.

(b) concerning the credit agreement

The supervisory authority

Office of Fair Trading, Fleetbank House, 2-6 Salisbury Square, London, EC4Y 8JX.

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

The law taken by the creditor as a basis for the establishment of relations with you before the conclusion of the credit contract

Your cash agreement will be governed by the laws of England and the courts of England shall have jurisdiction over all parties to the agreement.

The law applicable to the credit agreement and/or the competent court

Your cash agreement will be governed by the laws of England and the courts of England shall have jurisdiction over all parties to the agreement.

Language to be used in connection with your agreement

Your cash agreement will be in English.

If you have any questions about the information contained in this SECCI, please contact us on +44 (0)1273 868 900.

(c) concerning redress

Access to out-of-court complaint and redress mechanism

If you are unable to resolve a complaint with us and have received a final response from us confirming this, you may refer it to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR

Additional Explanations about your Credit Agreement for Cash Services

Please retain for your records

Before you apply for this Credit Product please read

By law, we are required to provide you with explanations of your credit agreement for cash services as follows:

Examples of some of the types of use for which cash advances are not suitable

The use of your charge card to obtain cash advances is not intended for regular cash access as a cash advance fee will be charged for each cash advance transaction. For example, cash advances should not be used for funding long-term borrowing commitments such as mortgage loan repayments or personal loan repayments. We do not recommend that you apply for cash advances if you are experiencing financial difficulties.

The amount you need to repay

The minimum amount you must pay each month is your full outstanding balance.

Details of the fees and commissions that apply to your account are explained in section 3 of your SECCI.

Certain features of your credit agreement which could have an adverse impact on your repayments

We may change the circumstances in which any of the fees or commissions on your account are charged and the amount of those fees or commissions as explained in section 3 of your SECCI.

Consequences of missing payments

If you fail to keep up your repayments in accordance with your credit agreement, any one or more of the following consequences could arise:

- (i) you may be liable for default charges;
- (ii) your credit rating may be impaired making it more difficult or expensive for you to get credit in the future;
- (iii) legal action may be taken against you to recover amounts owing and you may have to pay any associated legal costs;
- (iv) an application may be made to declare you bankrupt;
- (v) if we have the benefit of a charging order, we may then seek an order for sale which could mean that your home or your property may be repossessed.

Please refer to section 3 of your SECCI.

Your right of withdrawal

If you proceed with an application for a credit agreement for cash services, you will have a right to withdraw from your credit agreement within 14 calendar days which starts on the day after the day you have received a copy of your credit agreement or confirmation from us that your credit agreement has become executed.

To withdraw from your credit agreement, you must telephone us on **+44 (0)1273 868 900** or write to us at American Express Services Europe Limited, Department 4060, Brighton, BN88 1TH, UK.

You will need to repay the full outstanding balance due on your card including any fees, for any cash advances without delay and no later than 30 calendar days of giving notice of withdrawal. You can make a payment by telephone or by post.

Please refer to section 4 of your SECCI.

Credit Agreement for Cash Services

Please retain for your records

Credit Agreement Regulated by the Consumer Credit Act 1974 for Cash Services

This is an agreement for running account credit regulated under the Consumer Credit Act. The Office of Fair Trading, Fleetbank House, 2-6 Salisbury Square, London EC4Y 8JX, is the supervisory authority under the Consumer Credit Act 1974.

The parties to this agreement are American Express Services Europe Limited, a company registered in England and Wales, registration number: 1833139, having its registered office at Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX and the *cardmember*.

This agreement replaces any existing cash service agreement you may have with us. For your own benefit and protection you should read this agreement thoroughly. If you do not understand any point, please ask for further information. It is your responsibility and you agree to ensure that any supplementary cardmembers are aware of these terms.

This document and the application form set out the terms of your participation in the cash services provided to you by American Express Services Europe Limited (AESEL) and other American Express companies (called the agreement). American Express Europe Limited (AEEL) is the provider of access to terminals and may from time to time assist in provision of other services or operational functions relating to cash services under an arrangement with AESEL.

DEFINITIONS

Unless otherwise defined in this agreement, all defined terms have the meaning assigned to them in the charge card agreement.

Account means the American Express Charge Card deferred payment account you have established for you under the charge card agreement.

Card(s) means an American Express Charge Premium Card we issue for the purpose of accessing your account, including any supplementary card(s);

Cardmember means the person in whose name a card is issued including a supplementary cardmember;

Cash advances means access to cash under the cash services made by using your PIN or as authorised by you;

Cash services means the services enabling use of your card at the terminals to access cash;

Cash limits means the maximum limits for all cash advances under the cash services that we may notify you of from time to time;

Charge Card agreement means the agreement relating to the establishment of your account with us;

Charge(s) means all cash advances made on your account, including by using your card, PIN or as otherwise authorised by you and which includes fees, interest, taxes and all other amounts you have agreed to pay us or are liable for under this agreement;

PIN means personal identification number issued by us for use on your account;

Terminals means any automated teller machine (ATM) or other automated authorisation process by which you may obtain cash under the terms of this agreement;

We, us, our, and AMEX means American Express Services Europe Limited (AESEL) and any holding, subsidiary or affiliated companies and licensees taking part in the cash services;

You and your means the person who uses the cash services.

This agreement contains a limitation of liability clause which limits our responsibility and liability. Please refer to the 'Limitation of Our Liability' section of this agreement for additional details.

This agreement shall be open ended. This agreement and all communications between us concerning this agreement shall be in English. You can request a further copy of this agreement free of charge at any time during the term of the agreement.

1. CASH LIMITS

1.1 We may at our discretion and in compliance with applicable law, decide and inform you of the cash limits applicable to cash advances which may be the maximum amount of cash withdrawals for each transaction, day, statement period or otherwise that you are permitted to obtain using your card (including use by any supplementary cardmember).

1.2 Participating financial institutions and ATM operators may also impose their own limits and restrictions on cash withdrawals such as limits on the number of cash withdrawals, the amount of each cash withdrawal and access to and available services at ATMs.

1.3 We may reduce your cash limits at any time whether or not your account is in default.

2. MINIMUM PAYMENTS

2.1 The minimum amount you must pay us each month is your full outstanding balance on your account, including all cash advances.

2.2 If you do not receive a statement in any month, for example as a result of postal delay or interruption, you must contact us to check what minimum payment is due and the due date.

2.3 You can always pay us the outstanding balance or any part of it at any time before the payment due date.

3. ANNUAL PERCENTAGE RATE (APR - variable)

3.1 For US Dollar or Euro cards: 6.9% APR (based on the sum of US \$1,860 for US Dollar cards or €1,500 for Euro cards being obtained in cash and the cash advance fee disclosed in section 6 below. No interest is charged on cash advances).

For Sterling cards: 42.6% APR (based on the sum of £1,200 being obtained in cash and the cash advance fee disclosed in section 6 below. No interest is charged on cash advances).

4. TOTAL CHARGE FOR CREDIT AND INTEREST CHARGES

4.1 The total charge for credit consists entirely of a cash advance fee as disclosed in section 6 below. As an example, if £1,200 is obtained in cash on a Sterling card at the start of the agreement and is repaid in full by the due date shown on an account statement, the total charge for credit is £36. Alternatively, if US\$1,860 is obtained in cash on a US Dollar card at the start of the agreement and is repaid in full by the due date shown on an account statement, the total charge for credit is US\$74.4. If €1,500 is obtained in cash on a Euro card at the start of the agreement and is repaid in full by the due date shown on an account statement, the total charge for credit is €60.

4.2 No interest is charged on cash advances.

5. VARIABLE RATES STATEMENT

5.1 As no interest is charged on cash advances, no variation of interest rates will apply.

6. DEFAULT AND OTHER CHARGES

6.1 The types of fees and commissions that we apply to your account are set out in section 6.3 and section 6.4 below. You agree to pay these fees and commissions and you authorise us to charge them to your account when due.

6.2 We reserve the right to change the circumstances in which any of the fees on your account are charged and the amount of those fees. We will provide notice of any change as set out in the 'Changes' section of this agreement. You agree that we may impose additional fees at any time by giving you notice as set out in the 'Changes' section of this agreement.

6.3 We will apply the following fees to your account only once whether these arise under the charge card agreement or this agreement:

6.3.1 The following late payment fees are payable if we have not received the minimum payment:

(i) within 30 days of your account statement date (3% or US\$25 (whichever is higher) for US Dollar cards, 3% or €25 (whichever is higher) for Euro cards or £12 for Sterling cards);

(ii) within 60 days of your account statement date and each month thereafter until payment of the full outstanding balance is made (1.5% or US\$15 (whichever is higher) for US Dollar cards, 1.5% or €15 for Euro cards (whichever is higher) or £12 for Sterling cards).

If we refer your account to a collection agency (which may be a firm of solicitors), we may also charge you for any actual and necessary costs that we or the agency on our behalf may reasonably incur in recovering any outstanding amount owed to us. We will continue to add late payment fees, to the amount you owe, until you have paid the amount you owe. You must pay late payment fees after, as well as before, any judgement if the case is taken to court.

We may, at any time, as a continuous right, without notice or demand, set off against any credit on your account any amount due by you to us on any other account (in whatever currency) you have with us, until your liability for the amount owed is fully satisfied and discharged.

6.3.2 A return payment fee of US\$15 for US Dollar, €15 for Euro cards or £12 for Sterling cards is payable if any payment to your account is not honoured by your financial institution when first presented for any reason. You will also be liable to pay us for all reasonable costs incurred by us or our agents including legal advisors in recovering any amounts unpaid.

6.3.3 A statement copy fee of US\$4 for US Dollar cards, €3 for Euro cards or £2 for Sterling cards is payable if you request copies of account statements, for each copy provided, or if you have elected electronic statements, you request any paper statement copies.

6.3.4 A charge record copy fee of US\$5 for US Dollar, €5 for Euro cards or £3 for accounts with a Sterling card is payable if you request copies of charge records, for each copy provided.

In addition to the charges referred to above, we will apply the following charges to your account under this agreement:

6.4.1 If you put through a charge in a currency other than US Dollars, Euros or Pounds Sterling for your account with a US Dollar, Euro or Sterling Cards respectively, we will apply a currency conversion rate to the charge, increased by 3% for US Dollar cards, 2.7% for Euro cards or 2.99% for Sterling cards or as otherwise disclosed by us. Please see the 'Charges Made in Foreign Currencies' section of this agreement.

6.4.2 A cash advance fee of US\$4 or 4% for US Dollar cards, €4 or 4% for Euro cards or £3 or 3% for Sterling cards, of the amount of any cash advance (whichever is the greater) is payable for each cash advance you request. ATM providers may also charge their own fees for cash advances obtained in Pounds Sterling or in foreign currencies.

7. THEFT, LOSS OR MISUSE OF THE CARD

7.1 You or any supplementary cardmembers must tell us immediately by telephone at +44 (0) 1273 868 900 if:

7.1.1 a card is lost or stolen,

7.1.2 someone else learns your PIN,

7.1.3 you suspect that your account is being misused or a transaction is unauthorised.

7.2 If a card that you or any supplementary cardmembers have reported lost or stolen is later found, you or any supplementary cardmembers must destroy it and wait for a replacement card.

7.3 Your maximum liability for any unauthorised charges on a card is £50 unless you or any supplementary cardmembers:

7.3.1 did not comply with the charge card agreement or this agreement intentionally or because you were grossly negligent, or

7.3.2 contributed to, were involved in, or benefited from the loss, theft or misuse, in which case you will be liable for the full amount of the unauthorised charge. For example, if you gave your card and/or PIN to another person to use or if you fail to take reasonable steps to keep your card's security features safe, then you will be liable for the full amount of any unauthorised charges.

7.4 Provided that you or any supplementary cardmembers have notified us in accordance with section 7.1 above, did not contribute to, were not in any way involved in and did not benefit from the theft, loss or misuse of the card, then you and any supplementary cardmembers will not be liable to us for any unauthorised charges.

7.5 You and any supplementary cardmembers agree to cooperate with us, including giving us a declaration, affidavit and/or a copy of an official police report, if we ask. You and any supplementary cardmembers also agree that we may provide information to the authorities.

7.6 If there are errors in a transaction and this is our fault, we will reverse the charge and restore your account as if the transaction had not taken place. We reserve the right to resubmit the correct transaction amount.

7.7 If upon contacting us, you provide us with grounds to dispute a transaction, we will initiate an inquiry and place a temporary credit on your account in the amount of the transaction. Once investigations are complete, we will adjust your account accordingly.

8. LIABILITY FOR PAYMENT

8.1 You are liable and promise to pay to us when due all amounts outstanding on your account which includes paying:

8.1.1 charges on your account made by using all cards issued to you and any supplementary cardmembers even if there was no card presented and even after cards have been cancelled or this agreement or the charge card agreement has been ended;

8.1.2 charges made by any other person if you or any supplementary cardmember allowed them to use your account;

8.1.3 charges made in breach of this agreement or fraudulently by you or any other person where such charges or use of your account or any cards issued to you or any supplementary cardmember were permitted by you or any supplementary cardmember; and

8.1.4 unauthorised charges related to a card being misused by an unauthorised person under the circumstances and within the limits set out in the 'Theft, Loss or Misuse of the Card' section of this agreement.

9. CHARGES MADE IN FOREIGN CURRENCIES

9.1 US Dollar Cards

If you or any supplementary cardmembers make a charge in a currency other than US Dollars that charge will be converted into US Dollars. The conversion will take place on the date the charge is processed by us, which may not be the same date on which you or any supplementary cardmembers made the charge as it depends on when the charge was submitted to us.

9.2 Euro Cards

If you or any supplementary cardmembers make a charge in a currency other than Euros, that charge will be converted into Euros. The conversion will take place on the date the charge is processed by us, which may not be on the same date which you or any supplementary cardmembers made the charge as it depends on when the charge was submitted to us. If the charge is not in U.S. Dollars, the conversion will be made through U.S. Dollars, by converting the U.S. Dollar amount into Euros. If the charge is in U.S. Dollars, it will be converted directly into Euros.

9.3 Sterling Cards

If you or any supplementary cardmembers make a charge in a currency other than Pounds Sterling that charge will be converted into Pounds Sterling. The conversion will take place on the date the charge is processed by us, which may not be the same date on which you or any supplementary cardmembers made the charge as it depends on when the charge was submitted to us. If the charge is not in U.S. dollars, the conversion will be made through U.S. dollars, by converting the charge amount into U.S. dollars and then by converting the U.S. dollar amount into Pounds Sterling. If the charge is in U.S. dollars, it will be converted directly into Pounds Sterling.

9.4 US Dollar, Euros & Sterling Cards

9.4.1 Unless a specific rate is required by applicable law, you understand and agree that the American Express treasury system will use conversion rates based on interbank rates that it selects from customary industry sources in effect or applicable on the business day prior to the processing date (called reference exchange rate), increased once by 3.00% for US Dollar cards, 2.7% for Euro cards and 2.99% for Sterling Cards or as otherwise disclosed by us. If charges are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at rates selected by them and may include a commission determined by them.

9.4.2 The reference exchange rate is set daily. You agree that any changes in the reference exchange rate will apply immediately and without notice to you. Please note that the rate charged to your account is not necessarily the rate available on the date of your transaction as the rate applicable is determined by the date on which the merchant submits a charge which may not be the date on which you consent to the transaction. Fluctuations can be significant. The reference exchange rate may be found on our website (www.americanexpress.co.uk) or you may contact us by telephone or email to obtain the rate.

10. AUTHORISATION

Even though your account may not be in default, we may refuse any request for authorisation of a cash advance, for example, due to technical difficulties, fraud, your inability to pay your account in full and on time and/or other related reasons. Where possible, we may provide you at your request, our reasons for any refusal for authorisation. You may contact us on +44 (0) 1273 576 320.

11. CHANGES

11.1 We may change any provision of this agreement at any time, including fees, commissions, how we apply payments and benefits and services (if any) associated with the account and changes affecting your payment obligations. We will inform you of most variations in writing at least 30 days in advance of any changes to the terms unless the change is to your advantage in which case we will inform you within 30 days of the change. You will be deemed to have accepted the changes unless you notify us in writing prior to the date on which the changes will take effect that you do not accept the changes. If you do not accept any changes to this agreement, you can end this agreement immediately and at no cost before the date on which the changes will take effect.

11.2 A change, including a change to the fees, may be made for any valid reason including the following:

(i) by agreement with you;

(ii) to reflect a change in your financial circumstances or your credit profile, as reasonably determined by us;

(iii) to reflect the introduction or development of new systems, methods of operation, services or facilities;

(iv) to reflect a change or an expected change in market conditions, general industry practice or the cost of providing our services to our customers;

(v) to conform with or anticipate any changes in the law or taxation, or codes of practice or recommendations of the Financial Services Authority or other regulatory body;

(vi) to ensure that our business is run prudently and remains competitive;

(vii) to take account of a ruling by a court, ombudsman, regulator or similar body;

(viii) to make the terms and conditions fairer or clearer for you;

(ix) to enable us to harmonise our interest or charging arrangements; or

(x) to rectify any mistake that might be discovered in due course.

11.3 If we have made a major change or a lot of minor changes in any one year, we may give you an updated copy of this agreement or a summary of the changes.

12. ASSIGNMENT

12.1 We may assign, transfer or sell our rights, benefits or obligations under this agreement at any time to an American Express affiliate or to a third party and we will notify you beforehand or immediately afterwards.

12.2 If we do so, or intend to do so, you and any supplementary cardmembers agree that we can give information about you and any supplementary cardmembers and your account to the third party or related party. Your statutory rights will not be affected.

13. SEVERABILITY

If any provision of this agreement conflicts with any applicable law or regulation, that provision will be deemed to be modified or deleted so as to be consistent with law or regulation. This will not affect the parties' obligations which will continue as amended.

14. SUSPENSION

14.1 We may immediately stop you or any supplementary cardmember from accessing any cash services for security reasons. If we suspect unauthorised and/or fraudulent use or if we think you may not be able to pay your account in full and on time. In these cases we will, unless there are exceptional circumstances, notify you beforehand or immediately afterwards and provide you with the reasons for our decision.

14.2 We will re-instate your right or the rights of any supplementary cardmember to use the card to obtain cash advances or provide you or any supplementary cardmember with a new card if the reasons mentioned in this clause for stopping you or any supplementary cardmember from using the card no longer apply and this has been brought to our attention by you. You may contact us on +44 (0) 1273 868 900.

- 15 **DEFAULT AND CONSEQUENCES OF DEFAULT**
- 15.1 We may treat *your account* as being in default at any time in the event that *you* fail to comply with *your obligations* under this *agreement* or the *charge card agreement*, for example, a failure to make any payment when it is due, or if any form of payment is returned or not honoured in full.
- 15.2 We may also consider *your account* to be in default at any time if any statement made by *you* or a *supplementary cardmember* to us in connection with this *agreement* or *your account* was false or misleading, *you* breach any other *agreement* that *you* may have with us or with any of *our affiliates*, or if bankruptcy or other creditor proceedings are threatened or initiated against *you* or we have any reason to believe that *you* may not be creditworthy.
- 15.3 The inclusion of previously billed minimum payments and/or any portion of returned payments shown on an *account statement* will not constitute a waiver by us of any default.
- 15.4 A number of consequences may arise should *you* fail to make payment in accordance with this *agreement*. For example:
- 15.4.1 *you* may be liable for default charges;
- 15.4.2 *your credit rating* may be impaired making it more difficult or expensive for *you* to get credit in the future;
- 15.4.3 legal action may be taken against *you* to recover amounts owing and *you* may have to pay any actual and necessary legal costs reasonably incurred by us or *our agents* in recovering amounts owed to us;
- 15.4.4 an application may be made to declare *you* bankrupt;
- 15.4.5 if we have the benefit of a charging order, we may seek an order for sale which could mean that *your home* or *your property* may be repossessed.
- 16 **TERMINATION OF AGREEMENT**
- 16.1 *You* may end this *agreement* at any time by giving notice to us in writing.
- 16.2 We may end this *agreement* at any time by giving *you* two months' written notice in advance of termination.
- 16.3 We may terminate *your access* to *ATMs* immediately in the event of default. In this case we will, unless there are exceptional circumstances, notify *you* beforehand or immediately afterwards and provide *you* with the reasons for *our decision*.
- 16.4 *You* agree that this *agreement* will end and that *you* will no longer have any right of access to *cash services* if:
- 16.4.1 *your account* is closed or *your charge card agreement* is terminated for any reason; or
- 16.4.2 *you* cancel *your card* and apply for another *card* which is not an American Express Charge Premium Card.
- 17 **COMMUNICATING WITH YOU**
- You* consent to all types of communications in respect of this *agreement* being sent to *you* by any of the methods of communication set out in the *charge card agreement*.
- 18 **NO WAIVER OF OUR RIGHTS**
- If we fail to exercise any of *our rights* under this *agreement*, this will not be a waiver of *our rights* and will not prevent us from exercising them later.
- 19 **COMPLAINTS AND PROBLEMS WITH THE SERVICE**
- If *you* have any complaints about *cash services*, please contact *our* Executive Customer Relations Department at American Express, Department 333, Brighton, BN88 1TH, UK. If *you* are unable to resolve *your* complaint with us and have received a final response from us confirming this, *you* may refer it to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London.
- 20 **PRIVACY**
- You* and any *supplementary cardmembers* consent to the use, disclosure and retention of *your personal information* in accordance with the terms of the *charge card agreement*.
- 21 **GOVERNING LAW**
- This *agreement* is governed by the laws of England and the courts of England shall have jurisdiction over all parties to the *agreement*.
- 22 **LIMITATION OF OUR LIABILITY**
- You* agree that we are not responsible or liable to *you* for any loss suffered by *you* as a result of:
- (i) any modification, suspension, termination or withdrawal by us of the *cash services* under this *agreement*; or
- (ii) any malfunction or failure of the *card* preventing *your* use of the *cash services*.

Cash Services Application Form

Please complete this form to request the Cash Service facility on your American Express Card. We may contact you to set up your Personal Identification Number (PIN) which allows you to withdraw cash from ATMs around the world.

Cash Services Enrolment

To ensure that your application is processed, please complete all parts of this form, sign and return to American Express by mail or fax to the address overleaf. This is your request to American Express to activate the Cash Service facility.

1. Main Cardmember Details

Please confirm you are the Main Cardmember:

First Name:

Family Name:

Main Cardmembers Account Number (if applicable)

 - -

2. Terms and Conditions

CREDIT AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974 FOR CASH SERVICES

This is an agreement for running account credit regulated under the Consumer Credit Act. The Office of Fair Trading, Fleetbank House, 2-6 Salisbury Square, London EC4Y 8JX, is the supervisory authority under the Consumer Credit Act 1974. The parties to this agreement are American Express Services Europe Limited, a company registered in England and Wales, registration number: 1833139, having its registered office at Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX and the cardmember. This agreement replaces any existing cash service agreement you may have with us. For your own benefit and protection you should read this agreement thoroughly before signing below. If you do not understand any point, please ask for further information. It is your responsibility and you agree to ensure that any supplementary cardmembers are aware of these terms. This document and the application form you have completed sets out the terms of your participation in the cash services provided to you by American Express Services Europe Limited (AESEL) and other American Express companies (called the agreement). American Express Europe Limited (AEEU) is the provider of access to terminals and may from time to time assist in provision of other services or operational functions relating to cash services under an arrangement with AESEL.

Cardmember Declaration

By using your card for cash services, you agree to the terms of this agreement upon which we intend to rely. The value of the cash advance will be the Pounds Sterling, the US Dollar or the Euro equivalent of the face value of the cash obtained through the cash advance plus applicable charges, as set out in section 6 below.

I confirm that the information I have given in the application form and this agreement is true and correct.

I am (and any supplementary cardmember is) over 18 years of age. By signing below, I confirm that I shall be liable for all charges incurred on any card and supplementary cards issued on my account.

This is a Credit Agreement regulated by the Consumer Credit Act 1974.

Sign it only if you want to be legally bound by its terms.

Signature(s) of Borrower(s)

Date(s) of Signature(s)

X

Authorised by AMEX

Date

RIGHT OF WITHDRAWAL

You have the right to withdraw from this agreement within a period of 14 calendar days starting the day after the day you receive a copy of this agreement with your card or confirmation from us that this agreement has become executed. You do not need to give us any reason. In order to exercise this right you must telephone us on +44 (0) 1273 868 900 or write to us at American Express Services Europe Limited, Department 4060, Brighton, BN88 1TH, UK. You must repay the outstanding balance due, including any fees, for any cash advances made to you or any supplementary cardmember without delay and no later than 30 calendar days of giving notice of withdrawal. You can make a payment by telephone or by post.

DEFINITIONS

Unless otherwise defined in this agreement, all defined terms have the meaning assigned to them in the charge card agreement.

Account means the American Express Charge Card deferred payment account we establish for you under the charge card agreement.

Card(s) means an American Express Charge Premium Card we issue for the purpose of accessing your account, including any supplementary card(s).

Cardmember means the person in whose name a card is issued including a supplementary cardmember.

Cash advances means access to cash under the cash services made by using your PIN or as authorised by you.

Cash services means the services enabling use of your card at the terminals to access cash.

Cash limits means the maximum limits for all cash advances under the cash services that we may notify you of from time to time.

Charge Card agreement means the agreement relating to the establishment of your account with us.

Charge(s) means all cash advances made on your account, including by using your card, PIN or as otherwise authorised by you and which includes fees, interest, taxes and all other amounts you have agreed to pay us or are liable for under this agreement.

PIN means personal identification number issued by us for use on your account.

Terminals means any automated teller machine (ATM) or other automated authorisation process by which you may obtain cash under the terms of this agreement.

We, us, our, and AMEX means American Express Services Europe Limited (AESEL) and any holding, subsidiary or affiliated companies and licensees taking part in the cash services.

You and your means the person who uses the cash services.

This agreement contains a limitation of liability clause which limits our responsibility and liability. Please refer to the 'Limitation of Our Liability' section of this agreement for additional details.

This agreement shall be open ended. This agreement and all communications between us concerning this agreement shall be in English. You can request a further copy of this agreement free of charge at any time during the term of the agreement.

1. CASH LIMITS

- 1.1 We may at our discretion and in compliance with applicable law, decide and inform you of the cash limits applicable to cash advances which may be the maximum amount of cash withdrawals for each transaction, day, statement period or otherwise that you are permitted to obtain using your card (including use by any supplementary cardmember).
- 1.2 Participating financial institutions and ATM operators may also impose their own limits and restrictions on cash withdrawals such as limits on the number of cash withdrawals, the amount of each cash withdrawal and access to and available services at ATMs.
- 1.3 We may reduce your cash limits at any time whether or not your account is in default.

2. MINIMUM PAYMENTS

- 2.1 The minimum amount you must pay us each month is your full outstanding balance on your account, including all cash advances.
- 2.2 If you do not receive a statement in any month, for example as a result of postal delay or interruption, you must contact us to check what minimum payment is due and the due date.
- 2.3 You can always pay us the outstanding balance or any part of it at any time before the payment due date.

3. ANNUAL PERCENTAGE RATE (APR - variable)

For US Dollar or Euro cards: 60.1% APR (based on the sum of US \$1,860 for US Dollar cards or €1,500 for Euro cards being obtained in cash and the cash advance fee disclosed in section 6 below. No interest is charged on cash advances).

For Sterling cards: 42.6% APR (based on the sum of £1,200 being obtained in cash and the cash advance fee disclosed in section 6 below. No interest is charged on cash advances).

4. TOTAL CHARGE FOR CREDIT AND INTEREST CHARGES

- 4.1 The total charge for credit consists entirely of a cash advance fee as disclosed in section 6 below. As an example, if £1,200 is obtained in cash on a Sterling card at the start of the agreement and is repaid in full by the due date shown on an account statement, the total charge for credit is £36. Alternatively, if US\$1,860 is obtained in cash on a US Dollar card at the start of the agreement and is repaid in full by the due date shown on an account statement, the total charge for credit is US\$74.4. If €1,500 is obtained in cash on a Euro card at the start of the agreement and is repaid in full by the due date shown on an account statement, the total charge for credit is €60.

4.2 No interest is charged on cash advances.

5. VARIABLE RATES STATEMENT

- 5.1 As no interest is charged on cash advances, no variation of interest rates will apply.

6. DEFAULT AND OTHER CHARGES

- 6.1 The types of fees and commissions that we apply to your account are set out in section 6.3 and section 6.4 below. You agree to pay these fees and commissions and you authorise us to charge them to your account when due.
- 6.2 We reserve the right to change the circumstances in which any of the fees on your account are charged and the amount of those fees. We will provide notice of any change as set out in the 'Changes' section of this agreement. You agree that we may impose additional fees at any time by giving you notice as set out in the 'Changes' section of this agreement.
- 6.3 We will apply the following fees to your account only once whether these arise under the charge card agreement or this agreement:
 - 6.3.1 The following late payment fees are payable if we have not received the minimum payment:
 - (i) within 30 days of your account statement date (3% or US\$25 (whichever is higher) for US Dollar cards, 3% or €25 (whichever is higher) for Euro cards or £12 for Sterling cards);
 - (ii) within 60 days of your account statement date and each month thereafter until payment of the full outstanding balance is made (1.5% or US\$15 (whichever is higher) for US Dollar cards, 1.5% or €15 for Euro cards (whichever is higher) or £12 for Sterling cards).If we refer your account to a collection agency (which may be a firm of solicitors), we may also charge you for any actual and necessary costs that we or the agency on our behalf may reasonably incur in recovering any outstanding amount owed to us. We will continue to add late payment fees, to the amount you owe, until you have paid the amount you owe. You must pay late payment fees after, as well as before, any judgement if the case is taken to court. We may, at any time, as a continuous right, without notice or demand, set off against any credit on your account any amount due by you to us on any other account (in whatever currency) you have with us, until your liability for the amount owed is fully satisfied and discharged.
 - 6.3.2 A return payment fee of US\$15 for US Dollar, €15 for Euro cards or £12 for Sterling cards is payable if any payment to your account is not honoured by your financial institution when first presented for any reason. You will also be liable to pay us for all reasonable costs incurred by us or our agents including legal advisors in recovering any amounts unpaid.
 - 6.3.3 A statement copy fee of US\$4 for US Dollar cards, €3 for Euro cards or £2 for Sterling cards is payable if you request copies of account statements, for each copy provided, or if you have elected electronic statements, you request any paper statement copies.
 - 6.3.4 A charge record copy fee of US\$5 for US Dollar, €5 for Euro cards or £3 for accounts with a Sterling card is payable if you request copies of charge records, for each copy provided.
- 6.4 In addition to the charges referred to above, we will apply the following charges to your account under this agreement:
 - 6.4.1 If you put through a charge in a currency other than US Dollars, Euros or Pounds Sterling for your account with a US Dollar, Euro or Sterling Cards respectively, we will apply a currency conversion rate to the charge, increased by 3% for US Dollar cards, 2.7% for Euro cards or 2.99% for Sterling cards or as otherwise disclosed by us. Please see the 'Charges Made in Foreign Currencies' section of this agreement.
 - 6.4.2 A cash advance fee of US\$4 or 4% for US Dollar cards, €4 or 4% for Euro cards or £3 or 3% for Sterling cards, of the amount of any cash advance (whichever is the greater) is payable for each cash advance you request. ATM providers may also charge their own fees for cash advances obtained in Pounds Sterling or in foreign currencies.

- 7. THEFT, LOSS OR MISUSE OF THE CARD**
 7.1 You or any supplementary cardmembers must tell us immediately by telephone at +44 (0) 1273 868 900 if:
 7.1.1 a card is lost or stolen,
 7.1.2 someone else learns your PIN,
 7.1.3 you suspect that your account is being misused or a transaction is unauthorised.
- 7.2 If a card that you or any supplementary cardmembers have reported lost or stolen is later found, you or any supplementary cardmembers must destroy it and wait for a replacement card.
- 7.3 Your maximum liability for any unauthorised charges on a card is £50 unless you or any supplementary cardmembers:**
 7.3.1 did not comply with the charge card agreement or this agreement intentionally or because you were grossly negligent, or
 7.3.2 contributed to, were involved in, or benefited from the loss, theft or misuse, in which case you will be liable for the full amount of the unauthorised charge. For example, if you gave your card and/or PIN to another person to use or if you fail to take reasonable steps to keep your card's security features safe, then you will be liable for the full amount of any unauthorised charges.
- 7.4 Provided that you or any supplementary cardmembers have notified us in accordance with section 7.1 above, did not contribute to, were not in any way involved in and did not benefit from the theft, loss or misuse of the card, then you and any supplementary cardmembers will not be liable to us for any unauthorised charges.
- 7.5 You and any supplementary cardmembers agree to cooperate with us, including giving us a declaration, affidavit and/or a copy of an official police report, if we ask. You and any supplementary cardmembers also agree that we may provide information to the authorities.
- 7.6 If there are errors in a transaction and this is our fault, we will reverse the charge and restore your account as if the transaction had not taken place. We reserve the right to resubmit the correct transaction amount.
- 7.7 If upon contacting us, you provide us with grounds to dispute a transaction, we will initiate an inquiry and place a temporary credit on your account in the amount of the transaction. Once investigations are complete, we will adjust your account accordingly.
- 8. LIABILITY FOR PAYMENT**
 8.1 You are liable and promise to pay to us when due all amounts outstanding on your account which includes paying:
 8.1.1 charges on your account made by using all cards issued to you and any supplementary cardmembers even if there was no card presented and even after cards have been cancelled or this agreement or the charge card agreement has been ended;
 8.1.2 charges made by any other person if you or any supplementary cardmember allowed them to use your account;
 8.1.3 charges made in breach of this agreement or fraudulently by you or any other person where such charges or use of your account or any cards issued to you or any supplementary cardmember were permitted by you or any supplementary cardmember; and
 8.1.4 unauthorised charges related to a card being misused by an unauthorised person under the circumstances and within the limits set out in the "Theft, Loss or Misuse of the Card" section of this agreement.
- 9. CHARGES MADE IN FOREIGN CURRENCIES**
 9.1 US Dollar Cards
 If you or any supplementary cardmembers make a charge in a currency other than US Dollars that charge will be converted into US Dollars. The conversion will take place on the date the charge is processed by us, which may not be the same date on which you or any supplementary cardmembers made the charge as it depends on when the charge was submitted to us.
 9.2 Euro Cards
 If you or any supplementary cardmembers make a charge in a currency other than Euros, that charge will be converted into Euros. The conversion will take place on the date the charge is processed by us, which may not be on the same date which you or any supplementary cardmembers made the charge as it depends on when the charge was submitted to us. If the charge is not in U.S. Dollars, the conversion will be made through U.S. Dollars, by converting the U.S. Dollar amount into Euros. If the charge is in U.S. Dollars, it will be converted directly into Euros.
 9.3 Sterling Cards
 If you or any supplementary cardmembers make a charge in a currency other than Pounds Sterling that charge will be converted into Pounds Sterling. The conversion will take place on the date the charge is processed by us, which may not be the same date on which you or any supplementary cardmembers made the charge as it depends on when the charge was submitted to us. If the charge is not in U.S. dollars, the conversion will be made through U.S. dollars, by converting the charge amount into U.S. dollars and then by converting the U.S. dollar amount into Pounds Sterling. If the charge is in U.S. dollars, it will be converted directly into Pounds Sterling.
 9.4 US Dollar, Euros & Sterling Cards
 9.4.1 Unless a specific rate is required by applicable law, you understand and agree that the American Express treasury system will use conversion rates based on interbank rates that it selects from customary industry sources in effect or applicable on the business day prior to the processing date (called reference exchange rate), increased once by 3.00% for US Dollar cards, 2.7% for Euro cards and 2.99% for Sterling Cards or as otherwise disclosed by us. If charges are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at rates selected by them and may include a commission determined by them.
 9.4.2 The reference exchange rate is set daily. You agree that any changes in the reference exchange rate will apply immediately and without notice to you. Please note that the rate charged to your account is not necessarily the rate available on the date of your transaction as the rate applicable is determined by the date on which the merchant submits a charge which may not be the date on which you consent to the transaction. Fluctuations can be significant. The reference exchange rate may be found on our website (www.americanexpress.co.uk) or you may contact us by telephone or email to obtain the rate.
- 10. AUTHORISATION**
 Even though your account may not be in default, we may refuse any request for authorisation of a cash advance, for example, due to technical difficulties, fraud, your inability to pay your account in full and on time and/or other related reasons. Where possible, we may provide you at your request, our reasons for any refusal for authorisation. You may contact us on +44 (0) 1273 576 320.
- 11. CHANGES**
 11.1 We may change any provision of this agreement at any time, including fees, commissions, how we apply payments and benefits and services (if any) associated with the account and changes affecting your payment obligations. We will inform you of most variations in writing at least 30 days in advance of any changes to the terms unless the change is to your advantage in which case we will inform you within 30 days of the change. You will be deemed to have accepted the changes unless you notify us in writing prior to the date on which the changes will take effect that you do not accept the changes. If you do not accept any changes to this agreement, you can end this agreement immediately and at no cost before the date on which the changes will take effect.
- 11.2 A change, including a change to the fees, may be made for any valid reason including the following:
 (i) by agreement with you;
 (ii) to reflect a change in your financial circumstances or your credit profile, as reasonably determined by us;
 (iii) to reflect the introduction or development of new systems, methods of operation, services or facilities;
 (iv) to reflect a change or an expected change in market conditions, general industry practice or the cost of providing our services to our customers;
 (v) to conform with or anticipate any changes in the law or taxation, or codes of practice or recommendations of the Financial Services Authority or other regulatory body;
 (vi) to ensure that our business is run prudently and remains competitive;
 (vii) to take account of a ruling by a court, ombudsman, regulator or similar body;
 (viii) to make the terms and conditions fairer or clearer for you;
 (ix) to enable us to harmonise our interest or charging arrangements; or
 (x) to rectify any mistake that might be discovered in due course.
- 11.3 If we have made a major change or a lot of minor changes in any one year, we may give you an updated copy of this agreement or a summary of the changes.
- 12. ASSIGNMENT**
 12.1 We may assign, transfer or sell our rights, benefits or obligations under this agreement at any time to an American Express affiliate or to a third party and we will notify you beforehand or immediately afterwards.
 12.2 If we do so, or intend to do so, you and any supplementary cardmembers agree that we can give information about you and any supplementary cardmembers and your account to the third party or related party. Your statutory rights will not be affected.
- 13. SEVERABILITY**
 13.1 If any provision of this agreement conflicts with any applicable law or regulation, that provision will be deemed to be modified or deleted so as to be consistent with law or regulation. This will not affect the parties' obligations which will continue as amended.
- 14. SUSPENSION**
 14.1 We may immediately stop you or any supplementary cardmember from accessing any cash services for security reasons, if we suspect unauthorised and/or fraudulent use or if we think you may not be able to pay your account in full and on time. In these cases we will, unless there are exceptional circumstances, notify you beforehand or immediately afterwards and provide you with the reasons for our decision.
 14.2 We will re-instate your right or the rights of any supplementary cardmember to use the card to obtain cash advances or provide you or any supplementary cardmember with a new card if the reasons mentioned in this clause for stopping you or any supplementary cardmember from using the card no longer apply and this has been brought to our attention by you. You may contact us on +44 (0) 1273 868 900.
- 15. DEFAULT AND CONSEQUENCES OF DEFAULT**
 15.1 We may treat your account as being in default at any time in the event that you fail to comply with your obligations under this agreement or the charge card agreement, for example, a failure to make any payment when it is due, or if any form of payment is returned or not honoured in full.
 15.2 We may also consider your account to be in default at any time if any statement made by you or a supplementary cardmember to us in connection with this agreement or your account was false or misleading, you breach any other agreement that you may have with us or with any of our affiliates, or if bankruptcy or other creditor proceedings are threatened or initiated against you or we have any reason to believe that you may not be creditworthy.
 15.3 The inclusion of previously billed minimum payments and/or any portion of returned payments shown on an account statement will not constitute a waiver by us of any default.
 15.4 A number of consequences may arise should you fail to make payment in accordance with this agreement. For example:
 15.4.1 you may be liable for default charges;
 15.4.2 your credit rating may be impaired making it more difficult or expensive for you to get credit in the future;
 15.4.3 legal action may be taken against you to recover amounts owing and you may have to pay any actual and necessary legal costs reasonably incurred by us or our agents in recovering amounts owed to us;
 15.4.4 an application may be made to declare you bankrupt;
 15.4.5 if we have the benefit of a charging order, we may seek an order for sale which could mean that your home or your property may be repossessed.
- 16. TERMINATION OF AGREEMENT**
 16.1 You may end this agreement at any time by giving notice to us in writing.
 16.2 We may end this agreement at any time by giving you two months' written notice in advance of termination.
 16.3 We may terminate your access to ATMs immediately in the event of default. In this case we will, unless there are exceptional circumstances, notify you beforehand or immediately afterwards and provide you with the reasons for our decision.
 16.4 You agree that this agreement will end and that you will no longer have any right of access to cash services if:
 16.4.1 your account is closed or your charge card agreement is terminated for any reason; or
 16.4.2 you cancel your card and apply for another card which is not an American Express Charge Premium Card.
- 17. COMMUNICATING WITH YOU**
 You consent to all types of communications in respect of this agreement being sent to you by any of the methods of communication set out in the charge card agreement.
- 18. NO WAIVER OF OUR RIGHTS**
 If we fail to exercise any of our rights under this agreement, this will not be a waiver of our rights and will not prevent us from exercising them later.
- 19. COMPLAINTS AND PROBLEMS WITH THE SERVICE**
 If you have any complaints about cash services, please contact our Executive Customer Relations Department at American Express, Department 333, Brighton, BN88 1TH, UK. If you are unable to resolve your complaint with us and have received a final response from us confirming this, you may refer it to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London.
- 20. PRIVACY**
 You and any supplementary cardmembers consent to the use, disclosure and retention of your personal information in accordance with the terms of the charge card agreement.
- 21. GOVERNING LAW**
 This agreement is governed by the laws of England and the courts of England shall have jurisdiction over all parties to the agreement.
- 22. LIMITATION OF OUR LIABILITY**
 You agree that we are not responsible or liable to you for any loss suffered by you as a result of:
 (i) any modification, suspension, termination or withdrawal by us of the cash services under this agreement; or
 (ii) any malfunction or failure of the card preventing your use of the cash services.