

## CREDIT CARD AGREEMENT REGULATED BY THE CONSUMER CREDIT ACT 1974

This is a copy of your agreement for you to keep.

It includes a notice about your cancellation rights which you should read

### 1. THE PARTIES TO THE AGREEMENT

The parties to the Agreement are American Express Services Europe Limited. Registered Office at Companies House: Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX, UK. Registered Number at Companies House: 1833139 and the Cardmember.

### KEY FINANCIAL INFORMATION

#### 2. CREDIT LIMIT

We will decide, at our discretion, your Credit Limit from time to time and inform you what it is. We may vary these limits from time to time.

#### 3. PAYMENTS

Payments must be made monthly. The minimum amount you need to pay us each month will be 2.5% of the total amount owing or £5, whichever is more plus any repayment protection insurance premiums related to your Account, plus any Account supervision fees, plus any over limit fees. You can also pay anything up to the full amount you owe, if you wish. Payment must be received by us within 25 days of the date of the statement we will send to you. This final date upon which we must receive payment will also be shown on the statement.

#### 4. ANNUAL PERCENTAGE RATE (purchases APR - variable)

4.1 23.4% APR

### OTHER FINANCIAL INFORMATION

#### 5. TOTAL CHARGE FOR CREDIT AND INTEREST CHARGES

5.1 The total charge for credit figure below is an example consisting entirely of interest and is based on the sum of £1,500 being borrowed at the start of the agreement and being repaid in equal monthly instalments over the period of one year at the standard interest rate for purchases set out in Section 4.1, and does not take into account any promotional rate that we may apply.

The total charge for credit is £174.78.

5.2 We will charge interest on all balances that result from Transactions, other than Cash Withdrawals and Balance Transfers at the standard rate of 1.46% per month, 18.9% per annum on a daily basis.

5.3 We will charge interest on all balances that result from Cash Withdrawals at the standard Credit Card rate of 2.08% per month, 27.9% per annum, on a daily basis, on

- the amount you owe in respect of the Cash Withdrawal from the date you withdraw the cash until payment is received by us.
- 5.4 We may offer you the opportunity to request Balance Transfer(s) from time to time - we will charge interest on all balances that result from Balance Transfer(s) at the standard rate of 1.46% per month, 18.9% per annum on a daily basis until the amount is fully repaid to us.
- 5.5 We may change any of the above standard rates of interest at our discretion. We will not charge any interest on any Transaction, other than a Cash Withdrawal or a Balance Transfer, if the whole amount you owe on the Account is fully repaid to us within 25 days of the statement date. If you do not pay the full amount that you owe within 25 days of the statement date, we will charge interest on the total amount, including interest, you owe from the last month and on a daily basis on each Transaction you make from the date of the Transaction until you pay the total amount that you owe.
- 5.6 We may, at any time, reduce the interest rate on any Transaction or Balance Transfer (a Promotional Transaction), or any particular class of Transactions, incurred during a promotional period. We will give you notice of such interest reductions and the length of the promotional period in accordance with clause 22. If such a reduction takes place, we will charge interest on the outstanding amount in respect of any relevant Promotional Transaction at the reduced rate during the promotional period and then at the normal rate when the promotional period has come to an end. We reserve the right not to apply reduced interest rates on any Transaction or Balance Transfer (Promotional Transactions) if you do not keep to the terms of this Agreement including if you do not pay the minimum amount each month in accordance with clause 3.
6. VARIABLE RATES STATEMENT
- 6.1 In calculating the APR (variable), no account has been taken of any variation of the rate which may occur under the agreement.
- 6.2 We can vary, in accordance with clause 22, the rates stated above but the rates quoted above do not take any account of any possible variations that may take place in the future.

## KEY INFORMATION

7. DEFAULT AND OTHER CHARGES
- 7.1 If we have not received the minimum payment specified in your monthly statement within 25 days of the date of the statement, we reserve the right to impose a £10 Account supervision fee which will be payable by you.
- 7.2 If you pay us with a cheque or direct debit and your bank does not honour the cheque or the direct debit, we will charge you a £10 return payment fee to cover costs we incur. You are also responsible for any costs that we have to pay in recovering overdue payments from you. This includes costs we may incur in using a third party, such as a solicitor, and any costs that they themselves incur in trying to recover a debt on our behalf.
- 7.3 If the balance on your Account goes over the Credit Limit, a £10 overlimit fee will be payable by you. You will also pay a further £10 overlimit fees in respect of any subsequent months in which you do not make a minimum payment by the next statement date and your Account remains overlimit.
- 7.4 We will charge a Transaction Charge of £3 or 3% of the amount of any Cash Withdrawal (whichever is the greater) on every Cash Withdrawal made.
- 7.5 If you request copies of records of Transactions, a £3 fee will be payable for each copy record produced. If you request a copy of a statement, a £5 fee will be payable for each copy statement provided.

- 7.6 We specifically reserve the right to vary, at our discretion, the circumstances in which these sums are charged and the amount of such fees. We will give you notice of any variation in accordance with clause 22.
- 7.7 We may also charge an Account servicing charge in accordance with clause 13 and currency conversion charges in accordance with clause 12.
- 7.8 We may charge a handling fee in relation to Balance Transfers of up to 3% of the balance transferred.

#### THEFT, LOSS OR MISUSE OF THE CARD

If your credit-card is lost, stolen or misused by someone without your permission, you may have to pay up to £20 of any loss to the creditor. If it is misused with your permission you will probably be liable for ALL losses. You will not be liable to the creditor for losses which take place after you have told the creditor about the theft, etc

#### MISSING PAYMENTS

Missing payments could have severe consequences and make obtaining credit more difficult.

#### YOUR RIGHT TO CANCEL

Once you have signed, you will have for a short time a right to cancel this agreement. You can do this by sending or taking a WRITTEN notice of cancellation to American Express UK, Department 871, Amex House, Edward Street, Brighton, East Sussex, BN88 1AH.

If you cancel this agreement, any money you have paid must be returned to you. You will not have to make any further payment.

If you already have any goods under the agreement, you should not use them and should keep them safe. (Legal action may be taken against you if you do not take proper care of them.) You can wait for them to be collected from you and you need not hand them over unless you receive a written request. If you wish, however, you may return the goods yourself.

You will not, however, be required to hand back any goods supplied to meet an emergency or which have already been incorporated, for example in your home. But you will still be liable to pay for emergency goods or services or for any goods which have been incorporated by you or one of your relatives.

#### IMPORTANT – READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, the creditor cannot enforce this agreement without getting a court order.

The Act also gives you a number of rights:

You can settle this agreement at any time by giving notice in writing and paying off the amount you owe under the agreement. If you received unsatisfactory goods or services paid for under this agreement, apart from any bought with a cash loan, you may have a right to sue the supplier,

the creditor or both. If the contract is not fulfilled, perhaps because the supplier has gone out of business, you may still be able to sue the creditor.

If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

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)

Authorised by AMEX

Date

#### Additional Right to Cancel

Once this Agreement is made, you will have a right to cancel it before whichever is the later of either (a) 14 days after you receive your Card, or (b) 14 days after the day on which you receive a copy of the Agreement signed by us. You may do this by writing to us at the address given above or sending a facsimile to 01273 621696 stating your name, address and Account number and informing us you wish to cancel the Agreement. Once you have cancelled the Agreement in this way, and provided you have repaid to us in full any amounts we have advanced to you, or have paid to third parties on your behalf, you will not have to pay interest or other charges. If you do not exercise your right to cancel within the cancellation period above, you will lose your right to cancel the Agreement under this provision.

#### 8. Cardmember Declaration

8.1 I confirm that the information I have given in the application form and this agreement is true and correct. I am (and any Additional Cardmember is) over 18 years of age. By signing above, I confirm that:

8.1.1 I understand that it is important that I read and understand the Terms and Conditions; and

8.1.2 I have discussed any terms which I did not understand with AMEX before signing this agreement.

8.2 I request that AMEX issue me with an American Express Credit Card including any renewal or replacement Cards. I authorise AMEX to issue on my Account an Additional Card to any person named by me as an Additional Cardmember and

understand that I shall be liable for all Transactions incurred on any Additional Cards issued on my Account. I understand that AMEX may decline to give me a card at its sole discretion.

9. DEFINITIONS:

|                                    |  |
|------------------------------------|--|
| “Account”                          | Any Account we maintain in relation to the Card.   |
| “Additional Cardmember”            | A Cardmember other than you, the Account holder, in whose name a Card is issued to charge Transactions, including Cash Withdrawals, to the Account.            |
| “Balance Transfer”                 | The balance that was owing by you to another lender in respect of a credit or store card that has been paid by us, on your behalf, and debited to the Account. |
| “Card”                             | Any Credit Card issued to operate the Account which will be a Platinum Business Credit Card from American Express.   |
| “Card Anniversary Date”            | The date one year after we open your account and the same date in subsequent years.  |
| “Cardmember”                       | The person in whose name a Card is issued and who is the debtor on the Account.  |
| “Cash Withdrawals”                 | Any Cash Withdrawal made by using the Card, PIN or as authorised by you.   |
| “Credit Limit”                     | The total maximum debit balance that is allowed on the Account, the amount of such balance will be determined by us.   |
| “PIN”                              | Your personal identification number to use in conjunction with the Card.   |
| “Service Establishments”           | Retailer and other outlets that accept the Card in payment for goods and services.   |
| “Transaction”                      | Any payment made for goods or services or Cash Withdrawals obtained by the use of the Card, Card details or PIN.   |
| “Unauthorised Transaction”         | Any Transaction made by someone who uses the Card without your permission.   |
| “We”, “Us”, “AMEX”, “the creditor” | American Express Services Europe Limited, a subscriber to the Banking Code.  |
| “You”                              | The Account holder, the debtor under this Agreement.   |

10. USING THE CARD

10.1 You must sign the Card in ink as soon as you receive it (and ensure that any Additional Cardmember signs their Card). You must also make sure that you and any Additional Cardmember keep any PIN secret and separate from your Card; stay within your Credit Limit (the amount of which will be determined by us from time to time and shown on your statement - if we change your Credit Limit we will tell you what the new limit is); use the Card only within the period embossed on it; and not use the Card after it has been damaged, withdrawn or cancelled.

10.2 Although you use the Card, all Cards will at all times remain our property. This means you must give the Card back if we ask you to do so. A Service Establishment, or any person acting for or on our behalf, can also keep the Card on our behalf. You must not allow anyone else to use the Card, Card details or PIN.

11. THE ACCOUNT

11.1 We will operate the Account for you and charge to it the amounts of all Transactions made on your Card, any Additional Card and any Balance Transfer.

- 11.2 When we give a Service Establishment permission to charge your Account, we assume the Transaction will take place and we will reduce accordingly the amount of credit available to you.
- 11.3 We may refuse any request for authorisation of any Transaction, including Cash Withdrawals or any Balance Transfer, without giving any notice to you.
- 11.4 You may only make cash withdrawals equal to 20% of your Credit Limit at the time of withdrawal. In addition to the preceding, you may only draw up to £200 cash in any 7 day period.
- 11.5 We may, at any time, allow you to omit all or part of a minimum payment during a payment holiday specified by us in a notice to you. If we do this, we will charge interest as if no payment holiday has been granted and no extension will be made of the time for payment in this respect. However, no Account supervision fee will be payable in these circumstances.
- 11.6 You must tell us immediately about any change to your billing or email addresses. You must also tell us if your phone number changes.
- 11.7 The Agreement and all communications between us concerning the Agreement shall be in English.

12. **FOREIGN CHARGES**

- 12.1 If you make a Transaction in a currency other than in Pound Sterling, that Transaction will be converted into Pound Sterling. The conversion will take place on the date the Transaction is processed by American Express, which may not be the same date on which you made your Transaction as it depends on when the Transaction was submitted to American Express. If the Transaction is not in U.S. dollars, the conversion will be made through U.S. dollars, by converting the Transaction amount into U.S. dollars and then by converting the U.S. dollar amount into Pound Sterling. If the Transaction is in U.S. dollars, it will be converted directly into Pound Sterling.
- 12.2 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 on the business day prior to the processing date, increased by a single conversion commission of 2.73%. 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.

13. **FEES**

13.1 **Card**

A Fee of £29 per year will be payable by you.

13.2 **Variation of Fees**

We specifically reserve the right to vary, at our discretion, the circumstances in which fees are charged and the amount of any such fee(s). We will give you notice of any such variation in accordance with clause 22.

14. **STATEMENTS AND PAYMENTS**

We will send you statements of account periodically. We will send you a statement at least once every 12 months. Each statement will show important information about your account, such as the outstanding balance on the last day of the statement period,

the minimum payment due, the minimum payment due date and will include Transactions made by you and any Additional Cardmembers.

Always check each statement (whether online or paper copy) for accuracy and contact us as soon as possible if you need more information about a Transaction on any statement.

If there has been a Transaction on the Account or you owe any money during a monthly statement period, but do not receive a statement shortly after your statement date, you must tell us as soon as possible. If any item in a statement seems wrong or it appears from your statement that the Card is being misused, you must tell us as soon as possible.

You agree we may send you notices, including notices of variation of this agreement with your statement (whether online or paper copy).

If you have a complaint or problem with your statement or any transaction on it inform us immediately. If we request, you agree to promptly provide us with written confirmation of your complaint or problem.

If you enrol in online statements you agree that we may stop sending paper statements. You agree that any specific terms about online statements we advise you at enrolment will apply and form part of this agreement.

15. ORDER IN WHICH PAYMENTS WILL BE APPLIED.

15.1 We will only credit the amounts you owe to your Account when we receive your payment – not when you send it. We will apply your payments in the following order and will repay:

15.1.1 interest;

15.1.2 any repayment protection insurance premiums related to your Account;

15.1.3 any Annual Card fee;

15.1.4 any fees other than the Annual Card fee;

15.1.5 any money in respect of Promotional Purchases and Balance Transfers shown on previous statements;

15.1.6 any money in respect of Transactions (other than Cash Withdrawals) shown on previous statements;

15.1.7 any money in respect of Cash Withdrawals shown on previous statements;

15.1.8 any money in the same order as shown in 15.1.5 to 15.1.7 above to pay amounts shown on your latest statement

15.1.9 monies in the same order as shown in 15.1.1 to 15.1.8 above to pay any other amounts.

16. ENDING THIS AGREEMENT

16.1 You can end this Agreement at any time by paying off all the amounts you owe and returning to us all Cards we have sent you to use in connection with the Account with a letter addressed to American Express UK, Department 871, Amex House, Edward Street, Brighton, East Sussex, BN88 1AH asking us to end this Agreement. We will only end this Agreement when we receive all Cards and you have paid off all amounts that you owe. You can cancel a Card used by an Additional Cardmember, by telling us in writing. However, you will still be responsible for all Transactions, including Cash Withdrawals, that the Additional Cardmember makes until the Card is returned to us cut in half.

16.2 We can end this Agreement at any time by giving immediate notice to you but unless there are exceptional circumstances we will give you 30 days' notice. If we end this

Agreement you must pay all money you owe on the Account, and all money you owe not yet debited to your Account.

16.3 If we have good reason we may also, without telling you first and without incurring liability for loss or damage you or an Additional Cardmember may suffer as a result, stop you from using the Card or refuse approval of a Transaction. This agreement will continue if we do either of these things.

16.4 Unless clause 20.2 applies, you will still be responsible for all Transactions and Unauthorised Transactions that take place in relation to the Account.

16.5 Where a Card is cancelled (under any circumstances whatsoever), you must notify promptly any relevant Service Establishment and tell them to cancel any recurring transaction without delay, such as subscriptions periodically charged to the Card.

## 17. REBATES

17.1 An annual rebate on the aggregate amount of all Transactions (other than Cash Withdrawals) will be payable to you by us at the following tiers and rates:

17.1.1 0.5% for aggregate amounts up to £3,500 and

17.1.2 1% for aggregate amounts from £3,501 to £10,000 and

17.1.3 2% for aggregate amounts in excess of £10,000

Subject to the following:

17.2 The rebate will only be paid by us each Card anniversary Date on the expenditure that has taken place during the preceding 12 months. The rebate is payable in the form of a credit to your Platinum Business Credit Card account up to a maximum value of £1000 per account within a 12 month period.

17.3 No rebate will be payable in respect of:

17.3.1 Any interest, or fees, or the amount of any Balance Transfer

17.3.2 Any spending which, in any one month, exceeds your Credit Limit

17.3.3 Any amounts that are subsequently recredited to your Account because of refunds

17.3.4 Any month in which the minimum payment amount shown on your statement is not paid by the next statement date.

17.4 No rebate payment will be made if, before the end of the 12 months in question, the Agreement has ended or if the payments due from you in respect of the Account are, or have been at any time, in arrears by 2 consecutive months or more.

17.5 No rebate payment will be made if, in the 12 months preceding your Card Anniversary Date, the amount of MoneyBack earned is less than £10.

## 18. RENEWING THE CARD

Unless this Agreement has ended, we may from time to time send you renewal or replacement Cards. You authorise us to cancel your Card and that of any Additional Cardmember and replace it with a renewal or replacement Card if, for any reason, we decide that the current Card is no longer appropriate.

## 19. DEATH OR BANKRUPTCY

If you die or are made bankrupt, as well as any other rights that we may have, we may withdraw the Card or restrict how it can be used.

## 20. PROTECTING THE CARD AND PIN

20.1 You must take proper care to make sure the Card, Card details and PIN are safe to stop anyone else using them. You must follow our instructions about using the Card, Card details and PIN and keeping them safe. You must keep your PIN secret at all times.

You must not keep a note of your PIN on the Card itself or anything you usually keep with the Card. You must not write down the PIN.

- 20.2 If you lose the Card, it is damaged, stolen or someone else finds out what the PIN is, or if you think the Card maybe or is being misused you must tell us immediately. The number to call is:

Telephone No: 01273 576123.

As long as you notify us immediately you will not be responsible for more than £20 of losses which result from someone else using the Card. However, you will be responsible for all Transactions (including Cash Withdrawals) made using the Card by anyone who obtained possession of it with your or the Additional Cardmember's permission, or if you or the Additional Cardmember have acted dishonestly or negligently. If you find the Card after you have reported it lost, stolen or missing, you must not attempt to use that Card.

- 20.3 You must also tell us immediately if you change your name, address or e-mail address.

## 21. LIABILITY AND REFUNDS

- 21.1 We are not liable if a Service Establishment refuses to accept the Card. If a Service Establishment agrees to give you a refund, we will credit your Account only if we receive a proper refund confirmation from the Service Establishment.

- 21.2 Unless sub-clauses 21.3 and 21.4 below apply, we will be responsible for all expenditure on your Account if the Card is misused before you receive it or if a fault has occurred in the machines or system used with the Card and this causes you to suffer direct loss unless you should have known about the fault because of a message or notice on the display of the machine in question.

- 21.3 We will only pay the amounts wrongly charged to your Account and any interest on those amounts. In all circumstances you will be responsible for any losses resulting from you or the Additional Cardmember committing a fraud.

- 21.4 In any circumstances outlined in this Condition 21, you agree to cooperate in any investigations we may wish to make. You must do your best to obtain the Agreement of the Additional Cardmember to cooperate in any such investigations.

- 21.5 Amex is not responsible for any:-

- 21.5.1 non acceptance of the Card or the way the Card is accepted or not accepted;
- 21.5.2 failure to carry out any of AMEX's obligations under this Agreement if this is because of a systems failure, a data or other data processing failure, industrial dispute or any other event outside Amex's reasonable control or
- 21.5.3 indirect, special or consequential damages arising under this Agreement.

## 22. VARYING OR TRANSFERRING THIS AGREEMENT

- 22.1 We may vary any of these Terms and Conditions for any valid reason including those set out in 22.2 below. We will notify you of any variation in writing. We will notify you of most variations at least 30 days before we make the variation. If a variation is to your advantage we will notify you within 30 days of making the variation. We will notify you of any variation of interest rates at least 7 days before we make the variation.

- 22.2 A variation, including an interest rate variation, may be made for any valid reason including the following:

- 22.2.1 by agreement with you;
- 22.2.2 to reflect a change in your financial circumstances or your credit profile, as reasonably determined by us;
- 22.2.3 to reflect the introduction or development of new systems, methods of operation, services or facilities;

- 22.2.4 to reflect a change or an expected change in market conditions, general industry practice or the cost of providing our services to our customers;
  - 22.2.5 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;
  - 22.2.6 to ensure that our business is run prudently and remains competitive;
  - 22.2.7 to take account of a ruling by a court, ombudsman, regulator or similar body;
  - 22.2.8 to make the terms and conditions fairer or clearer for you;
  - 22.2.9 to enable us to harmonise our interest or charging arrangements; or
  - 22.2.10 to rectify any mistake that might be discovered in due course.
- 22.3 We may assign our rights, benefits or obligations under this Agreement at any time. You may not assign your rights, benefits or obligations under this Agreement.
- 22.4 If we have made a major change or a lot of minor changes in any one year, we will give you a copy of the new Terms and Conditions or a summary of the changes.
23. USE OF PERSONAL INFORMATION
- 23.1 We will disclose information about you, your application for the card ,your Account and charges on your Account (which may include details of goods and/or services purchased) to companies within the American Express group of companies worldwide (including other organisations who issue the Card), to companies who distribute the Card, to any other party whose name or logo appears on the Card issued to you, to any party authorised by you, to our processors and suppliers and to organisations who accept the Card in payment of goods and/or services purchased by you and obtain such information from those parties, and we will also use such information in order to administer and service your Account, process and collect charges on it and manage any benefits or insurance programmes in which you are enrolled and reconcile payments due by us to the above companies, processes, suppliers and organisations arising as a result of the issue of the card to you and/or its use by you. Where you purchase goods and/or services on behalf of a third party, you confirm that you have obtained the consent of that third party to the disclosure of his or her information to American Express for these purposes.
- 23.2 We, other companies within the American Express groups of companies worldwide (including other organisations who issue the Card), companies who distribute the Card and other companies specifically selected by us will have access to and will use information about you and how you use your Account to develop lists for use within the American Express group of companies worldwide (including other organisations who issue the Card) and other select companies in order that we or these companies may develop or (unless you ask us not to) make offers to you (by mail, email, telephone or via the internet, or by SMS) of products and services in which you may be interested. The information used to develop these lists may be obtained from the Application form and process, from information on where you use and what charges are on your Card, from surveys and research (which may involve contacting you by mail, email, telephone or via the internet, or by SMS) and from information obtained from other external sources such as merchants or marketing organisations, to the greatest extent permitted by law.
- 23.3 We will exchange information about you and your Card account with credit reference agencies. If you owe us money and do not repay in full or on time, we may tell credit reference agencies who will record the outstanding debt. This information may be shared with other organisations in assessing applications from you and applications from any other party with a financial association with you for credit or other facilities and for preventing fraud and tracing debtors.
- 23.4 We will carry out credit checks whilst any money is owed by you on your Account (including contacting your bank, building society or approved referee) and disclose

information about you and your Account to collection agencies and lawyers for the purpose of collecting debts on your Account.

- 23.5 We will carry out further credit checks, including at credit reference agencies, and analyse information about you and charges on your Card account to assist in managing your Card account, authorise charges on it and to prevent fraud. These credit reference agency searches will not be seen or used by other organisations to assess your ability to obtain credit.
- 23.6 We will check your details with fraud prevention agencies. If false or inaccurate information is provided and we suspect fraud or fraud is identified, this will be recorded, and we may pass details to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:
- 23.6.1 Checking details on applications for insurance, credit and credit related or other facilities;
  - 23.6.2 Managing credit, credit related accounts or facilities, and insurance policies;
  - 23.6.3 Recovering debt; or
  - 23.6.4 Checking details on applications, proposals and claims for all types of insurance
  - 23.6.5 Checking details of job applicants and employees.
- 23.7 We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.
- Please contact us at American Express Services Europe Ltd, New Accounts Dept (OCU), Department 149, Brighton BN88 1AH, if you want to receive details of the relevant UK fraud prevention and credit reference agencies.
- .
- 23.8 If you contact us by any electronic means, we may record any electronic identifier, including telephone numbers or internet protocol address, supplied at the time.
- 23.9 We will monitor and/or record your telephone calls to us, or ours to you, either ourselves or by reputable organisations selected by us, to ensure consistent servicing levels (including staff training) and Account operation, and to assist, where appropriate, in dispute resolution.
- 23.10 We will link and/or consolidate information about you and your Account information about other products and services you maintain with us and the American Express group of companies worldwide in order to manage, maintain and develop our overall relationship with you and to help us identify products and services in which you may be interested.

- 23.11 We will undertake all of the above both within and outside the United Kingdom and the European Union. This includes processing your information in the USA in which data protection laws are not as comprehensive as in the European Union. When you travel or make foreign purchases by mail, telephone, email or via the internet, American Express will also disclose to or access your information in other countries outside the European Union in which the data protection laws may not be as comprehensive as in the European Union. In these cases, American Express has taken appropriate steps to ensure the same level of protection for your information in the USA and other countries as there is in the European Union; and
- 23.12 We will undertake all of the above in respect of any Additional Cardmember on your Account. Where you have approved the issue of an Additional Card, you confirm that you have obtained the consent of the Additional Cardmember to disclose his or her information to American Express and process it for the above purposes.
- 23.13 We use advanced technology and well-defined employee practices to help ensure that your information is processed promptly, accurately and completely. In order to maintain the effectiveness and security of these systems, policies and procedures, it will be necessary from time to time to process your information for testing purposes.
- 23.14 If a Card is issued to you, we will send you details of how we protect your information. You will also be given the opportunity to have your name and address removed from any marketing programmes. Please write to us at American Express Services Europe Limited, Department 68, Amex House, Edward Street, Brighton, East Sussex BN88 1AH, if you wish to opt out of marketing programmes.
- 23.15 We keep information about you only for so long as is appropriate for the above purposes or as required by applicable law. If you ask, we will tell you what information we hold about you and provide it to you in accordance with applicable law. There may be a charge for this, as permitted by law. If you believe that any information that we hold about you is incorrect or incomplete, you should write without delay to American Express Services Europe Limited, Department 2007, Amex House, Edward Street, Brighton, East Sussex, BN88 1AH. Any information which is found to be incorrect or incomplete will be corrected promptly.
24. COMPLAINTS PROCEDURE
- 24.1 If you have any complaints about your Account or the service you have received, please contact American Express UK, Department 66, Amex House, Edward Street, Brighton, East Sussex, BN88 1AH.
- 24.2 If you are unable to resolve your complaint with AMEX, you may refer it to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.
25. GOVERNING LAW
- 25.1 This Agreement is governed by the laws of England.
- 25.2 You are responsible for keeping to any exchange control regulations or the local regulations if they apply to your use of the Card and Account.