

American Express® Business Gold Card Agreement

This agreement is made between, American Express Services Europe Limited and the cardmember who signs the agreement. Where your business is a limited company or limited liability partnership, there will be two joint cardmembers, (i) the limited company or the limited liability partnership; and (ii) a director or a member of the limited company or limited liability partnership, both as identified in the application form for this agreement.

When we say “we” and “us” in this agreement, we mean American Express Services Europe Limited. When we say “you”, we mean the cardmember who signs the agreement.

This agreement contains important information. Please keep it safe. Part 1 gives you the main financial details you will need to know about. Part 2 gives you more information about how the account works.

Part 1 of your agreement

1. Contact Details	
Our address: Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX Telephone number: 0800 917 8043 Website: americanexpress.co.uk If you register for an online account, you can also contact us using the online account centre. Visit our website to access or register for your online account.	
2. Fees and charges that apply to your account	
2.1 Fees and charges	
Cardmembership – you can choose to apply for a card which has certain benefits. Or you can opt for the Basic Business Card without those benefits. We explain more about the benefits in the “Card benefits” section in Part 2.	£195 annual fee There is no cardmembership fee for the Basic Business Card.
Supplementary cardmembership – where you add an additional cardholder to your account.	Complimentary for up to 20 supplementary cardmembers. You can add up to 20 complimentary Supplementary Business Gold Cards.
Late payment - if you're late in paying the full amount you owe to us each month. We won't charge you the late payment fee if you owe us £12 or less.	£12
Returned payment - if we have to return a payment you've made because it's recalled by the bank that sent it.	£12
A copy of any statement.	£2
Non-sterling transaction – where you use your card for a transaction in a currency other than sterling.	2.99% To work out the actual fee you will pay we take the amount of the transaction after we've converted it to sterling and calculate 2.99% of that amount.
Collection costs – for collecting amounts you owe us.	Our reasonable costs, including legal fees.

2.2. When we charge fees

Unless we tell you otherwise, if an annual cardmembership fee applies, we'll charge it from the date of your first statement and then every year after that on the same date.

If a supplementary fee applies, we'll charge it for each year starting on the date the supplementary cardmember is added to the account. Unless you remove the supplementary cardmember, we'll then charge the fee every year after that on the same date.

For more information, please see the section "Supplementary cardmembers" in Part 2

The fees applicable to your agreement are as set out at section 2.1 above. We may suspend, reduce, waive or cancel all or part of any fee which applies to your account.

3. How much can you spend?

Is there a limit on how much you can spend?

We don't usually limit how much you can spend on your account but sometimes we may set a spending limit. The limit could be temporary or permanent. We'll tell you if we do this, but we won't always notify you in advance. Any limits set will also apply to supplementary cardmembers.

We may set and vary limits and place restrictions on certain uses of the card or certain transactions. For example, contactless purchases may have their own limits. You can find out if any limits apply by checking our website or by calling us.

Keeping within your spending limit

If we apply a spending limit to your account, you should not go over this limit.

If a transaction takes you over a limit, we may ask you to pay enough money into your account to bring you back within the limit immediately.

4. How are repayments to be made?

How much and when you must pay

You must repay the full amount you owe each month. The amount you owe will be shown on your statement. You need to make payment by the due date, which will also be on your statement.

If you receive a credit or refund from anyone, we'll treat this as a payment made by you and it will reduce the amount which you owe us.

5. Can this agreement be changed?

When we make changes

As this agreement is not for a fixed period and may last a long time, we're likely to need to make changes to fees and other terms and services we provide for reasons we can't predict when the agreement was made.

We've set out some reasons we may make changes to the agreement below, but we can also make a change for other reasons as long as we:

- tell you in advance about the change; and
- make clear that you can end your agreement with us without charge if you don't want to accept the change.

Our main reasons for changes	<p>We can change the agreement and our fees, or we can introduce new fees:</p> <ul style="list-style-type: none"> • where the costs to us of providing your account change or we have a good reason to think they will change; • where we're changing the way you can use your account; • where we're changing the card benefits offered with your account; • where the change is good for you (for example, where we're making the change to improve the security of your account or we're making the agreement clearer or fairer) or neutral (where the change won't have a good or bad effect on you); • where there have been changes or developments in the technology or systems which we use; • where we're making the change because of a change in law, regulation or industry codes of practice, or where we have a good reason to expect that there will be a change; • where we're making a change because of a decision by a court, regulator or a body like the Financial Ombudsman Service; or • where we have a good reason to think that your circumstances have changed, and this increases the risk that you might not be able to pay us what you owe.
Telling you about changes	<p>We'll always tell you the date that a change will take place and we'll tell you about the change at least two months before that date.</p> <p>It is up to you whether you accept any change we are making. If you don't want to accept any change, then you can always end this agreement by paying off all the amounts you owe us and telling us to close your account (see '<i>Ending your agreement</i>' in Part 2). If you don't do this before the date the change takes place, we'll assume you're happy with the change and you've accepted it.</p>
Ending card benefits	<p>You can tell us at any time that you don't want to keep any card benefits which you receive, and we'll switch you to a Basic Business Card with no card benefits. We'll also refund your annual fee and any supplementary fee on a pro rata basis. This means you will get a refund for any days you have already paid for where you won't be receiving the benefits anymore.</p>
Switching you to a different type of card	<p>You can tell us at any time that you want to have a different type of card. If you do, we may switch you to a different type of card. The terms of this agreement will continue to apply to your new card.</p> <p>We may also switch the type of card you have to another card covered by this agreement if we assess your circumstances and believe that you don't qualify for your current card anymore or that you now qualify for a different card. We'll tell you in advance if we do this.</p> <p>We'll tell you if there are any changes to the terms of this agreement as a result of the above product switches. You can always cancel your card or swap to an alternative product if you are unhappy with the product switch.</p> <p>If you switch to a different type of card covered by this agreement then, unless we tell you otherwise:</p> <ul style="list-style-type: none"> • you will pay any supplementary fee which applies to the new type of card to your account on the day after your account is switched and any cardmembership fee which applies to the new type of card on the date of your first statement, and every month or every year after that depending on whether the card has a monthly or annual fee. • we'll refund any cardmembership fee and any supplementary fee which applied to your previous card on a pro rata basis. This means you will get a refund for any days you have already paid for but where you won't have the previous card anymore.

Joint cardmembers	If there is more than one of you as "cardmember" under this agreement, then this agreement applies to each of you individually as well as jointly. This means that we can demand payment of the entire balance owing from either of you.	
This document (Part 1), together with the "How your American Express Account works" document (Part 2) make up your agreement. You should read both before you sign the agreement. If you're signing online, you'll find a link to your full agreement, including Part 2, on the webpage when signing.		
<p>Your Right to Cancel</p> <p>You can cancel this agreement, without giving a reason, within 14 days starting on the day you receive your card. You can cancel by calling us on 0800 917 8043 or by writing to us (American Express, Department 871, 1 John Street, Brighton, East Sussex, BN88 1NH).</p> <p>If you cancel within this period, you must repay everything you owe us. If you have paid any cardmembership fee or supplementary fee within this period, we'll refund the fees</p>		
<p>By signing below:</p> <ul style="list-style-type: none"> • you agree to the terms of this agreement; • you confirm that the information you have given us is true and correct; • you confirm that you are (and any supplementary cardmember is) over 18 years of age; • you are asking us to issue you (and any supplementary cardmembers named by you) with a card (including any replacement cards or other cards covered by this agreement); • where your business is a limited company or a limited liability partnership, and you as a director or partner in those businesses are also becoming a joint individual business cardmember under this agreement, you are signing once in two capacities (i) as director of the limited company binding the limited company or as member of the limited liability partnership binding the limited liability partnership (as the case may be); and (ii) on your own behalf. 		
<p>If your card comes with card benefits, by signing this agreement you're also agreeing to the separate card benefits terms and conditions. You should make sure you read these before you sign this agreement.</p> <div data-bbox="201 1120 1045 1312" style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p>Signature(s) of Borrower(s)</p> <p>Date(s) of signature(s)</p> </div> <p>This is a copy of your agreement for you to keep. You can ask for a copy of this agreement free of charge at any time.</p>	<p>Authorised by American Express -----</p> <p>Date _____ (This is the date of this agreement)</p>	

How Your American Express Account Works

Part 2 of your agreement

Using the card	<p>You may use the card for purchases up to any spending limit that applies.</p> <p>You or any supplementary cardmembers may only use the card (including cards used by supplementary cardmembers) for transactions made for the purposes of your business. You and supplementary cardmembers must not use the card for personal transactions.</p>
Using a third party provider (TPP)	<p>A TPP is a third party service provider that's authorised by or registered with the Financial Conduct Authority or an European Economic Area (EEA) regulator. Where required, the TPP will tell you who their regulator is.</p> <p>You can choose to allow certain TPPs to provide services to you. If you use a TPP, the terms of this agreement will still apply. We'll give the TPP access to the same account information that you'd be able to access if you were dealing with us online.</p> <p>We may refuse to allow a TPP to access your account if we're concerned about unauthorised or fraudulent access by that TPP. If we do, we'll tell you why in the way we think most appropriate. We won't tell you if the law stops us from telling you or if it wouldn't be safe for security reasons.</p>
How you can approve and cancel transactions	<p>To approve a transaction you can use your card or provide your account details and, if required, use your security details (such as a PIN, passcode, personal identifiers, biometric data or other details).</p> <p>We may remove your ability to make contactless payments at any time.</p> <p>You can't cancel purchases you make with a card but you can cancel other transactions that you've asked us to make in the future or regular payments (such as monthly subscription fees) if you ask us before the end of the business day before they are due to be made. This means on Monday-Friday from 9am-5pm and excludes any weekends and public holidays. For example, if you have a monthly subscription fee that is due to be charged to your account on a Tuesday, you can ask us to cancel this payment up to the end of the business day on Monday.</p>
When we can refuse to allow a transaction	<p>We may not allow a transaction if:</p> <ul style="list-style-type: none"> • we reasonably suspect that the use of your account is unauthorised or improper or fraudulent; • we reasonably consider that acting on your instructions might lead to: <ul style="list-style-type: none"> ◦ a breach of law, regulation, code or other obligation; or ◦ action from a government, law enforcement agency or regulator; • we're legally required to not allow the transaction; • use of the card would be prohibited; • your card has been temporarily suspended; or • the transaction would exceed a transaction limit of some sort or take your account over your spending limit. <p>You may not use your account for illegal activities or in a way which disguises the true nature of the transaction, for example:</p> <ul style="list-style-type: none"> • by obtaining cash through a transaction which you know will be treated as a purchase of goods and services – this is often known as 'asking for cashback'; or • using your account to send funds to yourself through a payment processor; • or by using your card at a retailer you own or control. <p>If we don't allow a transaction, you'll normally be told at the time you make the transaction. You can always find out about transactions we've refused, including the reasons why and any limits we may have put on your card, by calling us. We won't be able to give you this information if the law or any regulation stops us from telling you, not telling you will help prevent fraud or where there are other security reasons which mean we can't tell you.</p> <p>If we don't allow a transaction or a retailer doesn't accept the card, we aren't responsible for any loss.</p>

<p>Transactions you haven't approved</p>	<p>You're not responsible for any transactions:</p> <ul style="list-style-type: none"> made using the physical card (or any other physical payment device we may provide) before you receive it (for example, if your card is stolen in the post); where we haven't told you how to tell us that your card or security details have been lost, stolen or compromised; if we fail to apply procedures that we're legally required to use to check that a payment has been approved by you or a supplementary cardmember; which are not approved by you or a supplementary cardmember or any other person you or a supplementary cardmember allowed to use your account or card (even though you should be aware that you are not actually permitted to allow any other person to use your account or card); <p>You're responsible if you or a supplementary cardmember:</p> <ul style="list-style-type: none"> use your account or card fraudulently; have failed to keep your card or security details safe – either intentionally or by being very careless. Where this happens, you'll be responsible for all payments from your account until you've told us that your card or security details have been lost, stolen or compromised, or you suspect misuse; have failed to tell us straight away that your card or security details have been lost or stolen – either intentionally or by being very careless; allowed someone else to use your account or card, including if someone else is allowed to access a mobile phone or other device on which your card has been registered (for example, by giving them your passcode or by letting them register their fingerprint on it). Where this happens, you won't be responsible for any transactions made by a person you or a supplementary cardmember allowed to use your account or card after you tell us you suspect your account is being misused. <p>You must contact us as soon as you notice an unauthorised transaction on your card or account. We'll refund the amount of the unauthorised payment as soon as possible and always before the end of the working day after you tell us (unless we suspect you have acted fraudulently). Once we've completed our investigations, if we find you weren't entitled to a refund, we'll take back any amount we refunded to your account.</p> <p>If there are errors in a transaction and this is our fault, we'll give you a refund. We may then resubmit the correct transaction.</p>
<p>Transactions for unexpected amounts</p>	<p>If you make a purchase within the UK or the European Economic Area and you have been charged more than you were expecting, we may refund the amount of the purchase. We'll only refund the purchase if:</p> <ul style="list-style-type: none"> you didn't know exactly how much you were going to be charged when you approved the payment (for example, when using your card to check-in at a hotel); you ask for the refund within 8 weeks from the date of the statement on which the purchase appears. you give us all the information we reasonably ask for. <p>We may provide any information you share with us (including personal information) to third parties investigating your claim. We'll let you know the outcome of our investigation within 10 business days of us receiving all the information we ask for from you. We'll make the refund or tell you why we've refused your claim.</p> <p>You're not entitled to a refund if:</p> <ul style="list-style-type: none"> you or a supplementary cardmember gave consent for a transaction directly to us; at least four weeks before the transaction was made, you were given information about the transaction (or it was made available to you) by us or the retailer (for example, at the time you placed an order, the exact amount of the purchase was unknown, but it was later confirmed to you at least four weeks before your card was charged).

<p>Theft, loss or misuse of the card or account</p>	<p>You and supplementary cardmembers must:</p> <ul style="list-style-type: none"> • sign the card and keep it safe and secure (including using device passcodes, biometric data or other security details where applicable); • not let others use your account or card; • regularly check you still have the card; • not give your card number to anyone else, other than us or a TPP if it's necessary to share the number so you can use the TPP's services, or if using it for a transaction. We'll never call you and ask for your full card number; • not give your physical card to anyone else except when you need to present your card to pay for goods or services. We'll never ask for your physical card; • not share your security details, which are used to verify your identity, with anyone else (other than us or a TPP if it's necessary to share your details so you can use the TPP's services); • not share your full card PIN number or the password for your American Express online services with anyone. We'll never ask you for this information; • choose a PIN or passcode that is not easy to guess. <p>If you, or a supplementary cardmember, register a card for use on a mobile phone or other device, you or the supplementary cardmember, must:</p> <ul style="list-style-type: none"> • keep it and your security details safe and secure at all times, in the same way you would your card or PIN; • always use the lock feature on the phone/device;. • never share your security details or allow another person to have access to the device in a way which allows them to make transactions using the card registered on the device. <p>You or a supplementary cardmember must tell us straight away if you suspect:</p> <ul style="list-style-type: none"> • a card has been lost or stolen or has not been received; • a mobile phone or other device to which a card has been registered has been lost, stolen or compromised; • someone else knows a PIN or other security details; or • your account or a card is being misused or used without your permission, or a transaction on the account was not approved or has been processed incorrectly. <p>Our contact details are at the beginning of this agreement.</p> <p>If we need to stop you or a supplementary cardmember using a card for any reason, the use of all other cards issued on your account may also be stopped at the same time.</p> <p>If you register for online accountservices, you must keep your security details (such as your username, password or other details) and also your mobile phone or other device safe and secure.</p>
<p>How to pay</p>	<p>You must make payments to us in Pounds Sterling by any method set out on your statement or any other method we tell you about or allow you to use. Payment must be made from a personal account in your own name. Where there are joint cardmembers under this agreement, payment must be made from an account in the name of the limited company or the limited liability partnership (as the case may be) or from an account in the name of the director or member that signed this agreement on behalf of the limited company or limited liability partnership (as the case may be). If you don't you may experience disruption to your account.</p> <p>If you are unable to pay your account this way due to personal circumstances, please contact us, using the contact details provided above, to discuss this.</p> <p>You must make a separate payment for each account you hold with us. If you send payments together and don't clearly tell us the account to be paid, we may apply payments to any account.</p> <p>We'll apply any payment to your account on the day we receive it, as long as this is within our business hours. After that time, we'll apply it on the next business day. This means on Monday-Friday from 9am-5pm and excludes any weekends and public holidays.</p> <p>All transactions are subject to additional checks, and we may contact you for further information.</p>

How we'll use payments	<p>We'll normally use payments made to your account to pay off any fees and charges you owe to us first. We'll do this in the following order:</p> <ul style="list-style-type: none"> • any cardmembership fees and supplementary cardmembership fees; • service charges (for example, statement copy fees); • late payment fees; • other fees charged by us that appear as a separate item on your monthly statement, for example, returned payment fees; • collection charges; • transactions that have appeared on your monthly statement; and • transactions that have not yet appeared on your monthly statement. <p>More details on these fees and charges are included above – see “Fees and Charges” section.</p>
Missing payments	<p>Missing payments can have serious consequences. It could mean:</p> <ul style="list-style-type: none"> • you have to pay additional charges or costs; • your credit rating may be affected, making it more difficult or expensive to obtain credit; and • we take legal action (which could include getting a court order to give us the right to take payment out of the sale proceeds for your home or other property) or bankruptcy proceedings may be taken against you to recover any debt owed under this agreement. <p>If you are struggling to make a payment or think you may have difficulty making a payment in the future, please contact us and let us know as soon as possible.</p>
Payments into your account by mistake	<p>If we make a payment into your account by mistake or as a result of a systems error, we'll automatically take the amount out of your account.</p> <p>Sometimes we may be told that a payment from within the European Economic Area (EEA) was made into your account as a result of someone else's mistake (for example, if the person making the payment gave the wrong account number or reference). When we contact you, you may disagree it was a mistake and tell us the payment was intended for you. If that happens, we have to share all relevant information (including your name and address and transaction information) with the other bank involved in the payment if they ask us to. The other bank can pass this information to their customer to help them claim their money back from you.</p>
Supplementary cardmembers	<p>You can ask us to issue cards on your account to supplementary cardmembers. You must make sure that supplementary cardmembers keep to this agreement.</p> <p>You're responsible for all use of your account by supplementary cardmembers and anyone they allow to use your account. This means you must repay all transactions they make.</p> <p>If you want to stop a supplementary cardmember from using your account you must tell us.</p> <p>As a business customer, any supplementary cardmember must be a co-owner, partner, director, committee member or an employee of the business.</p> <p>You can add no more than twenty supplementary cardmembers to your account.</p>

<p>Converting transactions made in a foreign currency</p>	<p>What happens if I make a payment or someone gives me a refund in a different currency?</p> <p>Our currency conversion affiliate – a company called AE Exposure Management Limited (“AEEML”) – will change the money into the currency of your account.</p> <p>If you’re making a payment or getting a refund in anything other than the currency of your account or US dollars, AEEML will change the currency of the payment or the refund to US dollars first, then to the currency of your account. Even though there will be two currency conversions taking place, you’ll only pay one non-sterling transaction fee for making a payment and we don’t charge a non-sterling transaction fee for refunds. If the payment or refund is in US dollars, AEEML will convert it directly into the currency of your account.</p> <p>How much will it cost me?</p> <p>AEEML will use a rate called the ‘American Express Exchange Rate’ to change the money into the currency of your account. The American Express Exchange Rate is set on the day before the transaction processing day. AEEML sets this rate every Monday to Friday, except for Christmas Day and New Year’s Day. AEEML bases the American Express Exchange Rate on:</p> <ul style="list-style-type: none"> • the rate required by law or customarily used in the country where the purchase or refund is made or where this doesn’t apply, • interbank rates selected from customary industry sources. <p>We’ll also charge a non-sterling transaction fee if you’re making a payment in a different currency. We won’t charge that fee if you’re being given a refund in a different currency.</p> <p>The total cost of converting your currency will be the American Express Exchange Rate and the non-sterling transaction fee together. You can use the tool on our website if you want to compare the total cost of converting your currency with reference rates from the European Central Bank.</p> <p>How do I check the exchange rate?</p> <p>The applicable rate is the American Express Exchange Rate set by AEEML on the day before the transaction processing date. This is the rate which AEEML will use to change the transaction into the currency of your account. You can find information about the American Express Exchange Rate by calling us.</p> <p>Exchange rates can change a lot from one day to another. The exchange rate used may be different from the rate that applied on the date of your transaction or refund. If you receive a refund, it could be less or more than the amount of the payment you originally made because the exchange rate has changed.</p> <p>What if I’m given the option at the checkout to make the payment in the currency of my account instead of in a different currency?</p> <p>The person giving you that option will set the exchange rate and any commission or charges. We’ll receive the transaction or refund in the currency of your account, so we won’t charge you a non-sterling transaction fee.</p>
---	---

<p>Statements and legal notices</p>	<p>We'll send statements to you by your chosen method at least once a month if there has been any account activity and otherwise once every 12 months. This could be by post, by email to the email address you've most recently given to us, by posting them in the online account centre or by making them available to you in any other lawfully permitted manner.</p> <p>We may send you notices on or with your statements. This could include any information we're legally required to send you, such as information about changes to this agreement or other agreements we have with you.</p> <p>In addition to payment information, each statement will show all transactions and amounts charged to your account in the statement period and the total account balance.</p> <p>Always check each statement and contact us as soon as possible if you need more information about anything.</p> <p>If you receive statements online, you should make sure you regularly check this information and any mail we post to you electronically in the same way you would written mail. We'll send to you by email and post some notices we're required by law to provide. These notices will be addressed to you and sent to the latest billing address on our records.</p> <p>If you receive statements by post, we'll send the statements and any notices we're required by law to provide through the U.K. post, addressed to you, at the latest billing address on our records.</p>
<p>Contacting you</p>	<p>We may send you important messages and other communications (including alerts about certain activity on your account) about your account or card in line with your preferences. This could be by letter, email or SMS, on your statements or by posting them in the online account centre. For example, we may send you an alert to confirm that you've updated your contact information.</p> <p>There are some messages we need to send you (such as statements of your account or security alerts), but you can opt out of receiving other alerts or communications (such as marketing) by contacting us, using the online account centre or by calling us.</p> <p>If we need to contact you about any actual or suspected fraud or security threats, we'll do this using the fastest and most secure way of contacting you (for example, we may try to send you a text message rather than calling you).</p> <p>Your residential address for your account must be an address in the United Kingdom. If it is not, we'll close your account in accordance with the rights we reserve under the "Ending your Agreement" section of this agreement.</p>
<p>Changing your contact details</p>	<p>We'll use your most recent contact details to contact you. You must notify us immediately if you change address, email address or mobile number. Your residential address can't be changed to an address that is not in the United Kingdom.</p> <p>We may update your contact details if we receive information that they have changed or are incorrect. If we've been unable to deliver any communications or they have been returned to us, we may stop trying to contact you until we receive accurate contact information.</p> <p>Any legal notices will be posted to the online account centre or sent to your last known address or email address.</p>

<p>Suspending your account</p>	<p>We may suspend your account or any feature on your account (including a supplementary card) if:</p> <ul style="list-style-type: none">• you tell us to close your account or we tell you we are closing your account;• we consider it necessary for the security of the account;• you or a supplementary cardmember are in breach of the agreement; • we reasonably consider that by allowing use of the account or feature we might:<ul style="list-style-type: none">◦ breach a law, regulation, code or other obligation; or◦ face action from a government, law enforcement agency or regulator.• we suspect unauthorised, improper and/or fraudulent use of your account; or• we reasonably think there's a significantly increased risk that you won't be able to repay us. <p>We'll normally notify you beforehand or immediately afterwards and tell you the reasons if we can.</p> <p>If your account is suspended, you (and any supplementary cardmember) must:</p> <ul style="list-style-type: none">• not use the card• inform retailers not to try to take any further payments from your account; and• still pay the total account balance. <p>We'll allow you to use the account once the reasons we suspended your account in the first place no longer apply. You can tell us this is the case and request reinstatement via our website or by calling us.</p>
--------------------------------	--

<p>Ending your agreement</p>	<p>This agreement is open ended and has no fixed duration. You and we can end it without giving any reason. You can do this at any time by calling us or writing to us (our contact details are at the beginning of this agreement) to tell us to close your account and by paying off all the amounts you owe.</p> <p>We can do this by giving you at least two months' written notice, but we may end this agreement immediately if:</p> <ul style="list-style-type: none"> • you continue to fail to pay the total account balance or go over any spending limit; • you seriously or regularly break this agreement; • you give us false or misleading information; • your residential address for your account is not within or is no longer within the United Kingdom; • you become or are likely to become bankrupt or are involved in any debt relief process; • you break another agreement you have with us or one of our group companies; • we reasonably believe that by continuing the agreement we might: <ul style="list-style-type: none"> ◦ break the law, regulation, code or other obligation; or ◦ face action from a government, law enforcement agency or regulator; • you become incapacitated or die; • you behave in an abusive or threatening way to our staff; or • we reasonably believe you're unable or unwilling to pay your debts when due. <p>In any of these circumstances, we may close your account and require you to repay immediately all amounts you owe us under this agreement in full.</p> <p>We may also cancel a supplementary card by giving you at least two months' written notice or immediately under any of the circumstances listed above. Where reference is made to "you" in these circumstances, this includes a supplementary cardmember.</p> <p>If you're having or may have difficulty making payments, please call us as soon as you can. We'll always follow any legal requirements to provide you with notices before we end the agreement.</p> <p>The agreement will only come to an end once you've paid off all amounts you owe us. Until then:</p> <ul style="list-style-type: none"> • all of the terms of the agreement will continue to apply (including our right to change the terms of the agreement); • you (and any supplementary cardmember) will have no rights under it to use the account or the card to make transactions; and • your card benefits will stop. <p>You must destroy all cards when the agreement ends.</p> <p>If you pay a cardmembership fee or supplementary fee, we'll refund any fee you've paid for the period following the end of the agreement.</p>
<p>Card benefits</p>	<p>You may choose to apply for:</p> <ul style="list-style-type: none"> • a card with additional services and benefits (called card benefits), such as rewards points or insurance; or • A card without benefits (called a Basic Business Card). <p>You'll be charged a cardmembership fee for card benefits. Details of the fees are included above in the 'Fees and Charges' section of this agreement.</p> <p>There is no cardmembership fee for the Basic Business Card.</p> <p>Card benefits will be subject to separate terms and conditions and we'll communicate separately with you in relation to those card benefits.</p>

Set off (Repayment across accounts with us)	We may, at any time, without telling or asking you, use any credit on your account to repay any amount you owe us. This includes any amount you owe us on any other account you have with us (in whatever currency), until everything you owe us has been fully repaid.
Complaints about us	<p>If you have a complaint about your account or the service you've received, please contact:</p> <p>Global Customer Research and Solutions, American Express, Department 333, 1 John Street, Brighton, East Sussex, BN88 1NH.</p> <p>You can also make a complaint by using our online chat facility or by calling us. You can find these details here: www.americanexpress.com/uk/contact-us/</p> <p>If you're unhappy with the way we deal with your complaint you may be able to refer your complaint to the Financial Ombudsman Service by writing to Financial Ombudsman Service, Exchange Tower, London E14 9SR, calling 0800 023 4567 or 0300 123 9123 or sending an email to complaint.info@financial-ombudsman.org.uk. You can find out more about the Financial Ombudsman Service on their website at www.financial-ombudsman.co.uk.</p>
How we're regulated	<p>We are authorised and regulated by the Financial Conduct Authority under registration number 661836.</p> <p>The Financial Conduct Authority's address is: 12 Endeavour Square, London E20 1JN.</p>
Claims against retailers or other third parties	<p>If you challenge a transaction with a retailer or other third party, we may refund all or part of that transaction.</p> <p>If we give you a refund, you and any supplementary cardmembers agree to transfer all of your rights and claims against the third party to us (excluding any claims such as negligence).</p> <p>This means you won't make any claim against the third party for the amount we have refunded. Instead, you must cooperate with us if we decide to make a claim.</p> <p>If we want to make a claim against the third party, we may need to use your personal information and disclose it to the third party. We'll let you know if this happens.</p>
How we use your information	For the purposes of the Payment Services Regulations 2017, you explicitly consent to us accessing, processing, and retaining any information you provide to us, for the purposes of providing payment services to you. This does not affect any rights and obligations you or we have under data protection legislation. You may withdraw this consent by telling us to close your account. If you do this, we'll stop using your data for this purpose, but may continue to process your data for other purposes.
Transferring the agreement	<p>We may transfer some or all of our rights and duties under this agreement (including your account) to another provider. We may do this without telling you, unless the law tells us to notify you.</p> <p>You can't transfer your account or any of your duties under this agreement to a third party.</p>
Waiver of rights	We may choose not to use certain rights we have under this agreement. However, this doesn't prevent us from using these rights on any other occasions.
Language and governing law	<p>We'll communicate with you in English.</p> <p>English law will apply to this agreement and to dealings between us before this agreement applied.</p> <p>The courts of England shall have non-exclusive jurisdiction over us and you. This means the English courts will be able to deal with any claims.</p>
Taxes and duties	You will need to pay any government taxes, duties or other amounts required by the law. This includes any amounts due in any country where you or a supplementary cardmember uses the card or your account.
Limitations on our liability	We won't be responsible to you for losses and costs caused by things that are abnormal or unforeseeable and that we can't reasonably control where those things would've happened despite our efforts to prevent them. For example, where there is a breakdown of a power supply or a natural disaster.

American Express® Card Benefits

Membership Rewards® Terms and Conditions

Introduction

What is this document?

These terms and conditions apply to your participation in the Membership Rewards programme (**Programme**) which is available with your card account (**Card Account**). We refer to you in these terms and conditions as 'you' or the 'Cardmember'.

You can earn points by using your Card Account and you can:

- redeem your points for rewards (**Rewards**);
- transfer your points to another loyalty programme; or
- transfer your points to the points account of another Card Account you have in a different currency.

These terms and conditions are separate from and additional to the terms and conditions of your Card Account (your **Card Account Agreement**). When you sign your Card Account Agreement, you agree to also be bound by these terms and conditions.

If you are a Green cardmember who is not a business customer but you pay a yearly Programme Fee, then you agree to be bound by these terms and conditions when you enrol in the Programme.

If you are a Corporate cardmember whose employers have decided to participate in the Programme, then you agree to be bound by these terms and conditions when you enrol in the Programme.

Contact details

Telephone number: 0800 917 8047

Website: membershprewards.co.uk

If you register for an online account, you can also contact us using the online account centre. Visit our website to access or register for your online account.

Enrolment and Fees

Enrolment and Fees

Enrolment

You are automatically enrolled in the Programme when you sign your Card Account Agreement unless you are:

- a Green cardmember who is not a business customer but pays a yearly Programme Fee; or
- a Corporate cardmember whose employer has decided not to participate in the Programme.

For Green cardmembers: if you hold a Green charge card (which is not a Corporate or Small business card) and you are not currently enrolled in the Programme, you can do so at any time by calling us provided you pay a yearly Programme Fee.

Fees

If you have one of the types of cards set out below, a fee (**Programme Fee**) will apply once you are enrolled in the Programme:

- A Green charge card (which is not a Corporate or a Small business card) has a yearly fee of £24 including VAT for participation in the Programme.
- A Corporate card (other than a Platinum Corporate card) has a yearly fee of £36 including VAT for participation in the Programme.

The Programme Fee will be payable yearly and will be charged to your Card Account as a purchase transaction. The first Programme Fee will be charged to your Card Account on the day after you first enrolled in the Programme. All subsequent Programme Fees will then show on your Card Account as a purchase transaction on the anniversary of that date every year, or shortly after.

You may exit the Programme at any time. If you do, any Programme Fee charged to your Card Account will not be refunded. Please see the "*What happens if you close your Card Account or your participation in the Programme comes to an end?*" section below in relation to what happens to your points when you exit the Programme.

About earning points

How you earn points

When do you earn points?

Points are earned on every full pound you spend and which is billed to your Card Account. This includes spend by a Supplementary Cardmember on your Card Account, where your Card Account allows you to have Supplementary Cardmembers.

A Supplementary Cardmember is a friend or relative that you have added as an additional cardholder to your Card Account. Under your Card Account Agreement, you are able to request additional Cards for Supplementary Cardmembers. If you have a Corporate card, you are not allowed to have a Supplementary Cardmember. Cards issued to Supplementary Cardmembers on your Card Account will also earn points.

The number of points per pound is referred to as your **Earn Rate**. This will be shown on your Card Account statement. We will let you know what the Earn Rate is on your card before you apply.

From time to time, we may tell you about promotional Earn Rates or other forms of promotion relating to the earning of points. We may contact you about this to make sure that you can benefit from the promotion.

We will keep a points account (**Points Account**) for you. We will tell you the balance in your Points Account on your Card Account statement.

How are points calculated?

The value of each purchase will be rounded down to the nearest pound before points are calculated.

Points cannot be transferred to any other person.

Linked Card Accounts

If you (as the main Cardmember) hold more than one Card Account which is eligible to be enrolled in the Programme, your Card Accounts will be 'linked' automatically by us so that points earned on all your Card Accounts will go into the same Points Account (**Linked Card Accounts**).

These terms and conditions are separate from the terms and conditions of your Linked Card Account.

It is only possible to have Linked Card Accounts where the Card Accounts have the same Conversion Rate and are billed in the same currency.

Points earned on your Corporate card will accrue into your individual Points Account, and not into any account of your employer.

We may de-link your Card Accounts at any time, but we will tell you before we do this.

When you will not earn points

You will not earn points on interest, fees, balance transfers, cash advances (if permitted under your Card Account Agreement) including transactions treated as cash, for example, loading money onto prepaid cards or purchasing foreign currency.

You cannot earn points if we reasonably suspect that you have been involved in fraud or other criminal activity, or any serious abuse related to the Programme.

How you find information about your points

Your monthly Card Account statement will include details of the Earn Rate, the number of points you have earned and spent during the statement period, and your points balance at the end of that period. You can also see this information in the online account centre.

About redeeming points

When we talk about '**redeeming**' points and '**redemption**' in these terms, we mean where you exchange the points you earn using your card, for Rewards.

There are many ways you can exchange your points for Rewards. We refer to these as your '**Redemption Options**'.

You can also use your points to apply a credit to your Card Account against certain fees and/or purchases that we confirm are eligible. We refer to these as '**Eligible Transactions**'.

With the exception of Eligible Transactions, all Rewards are provided by third parties who we call our '**Redemption Partners**'.

How do you redeem points?

The types of Redemption Options available are subject to change and may be subject to separate terms and conditions.

The Redemption Options available to you at any time will be shown on our website. We may contact you with offers on Rewards from time to time.

You should always check the Redemption Partner's terms and conditions for important information about, for example, restrictions on availability, expiry dates and the Redemption Partner's refund policy.

Once you have redeemed your points this cannot be reversed or transferred.

The rate at which we convert points may change. We will tell you what the conversion rate (**Conversion Rate**) is when you ask to redeem your points. The Conversion Rate is also on our website. Different Conversion Rates may apply to different Rewards. In some cases, we will let you know what the Conversion Rate is on your card before you apply.

From time to time, we may tell you about promotional Conversion Rates or other forms of promotion relating to the redemption of points. We may contact you about this to make sure that you can benefit from the promotion.

Minimum redemption thresholds may apply. This means that in some circumstances you will need to redeem a minimum number of points. We will tell you about any applicable minimum thresholds when you ask to redeem your points.

Except for gift card or e-code purchases, if you return the goods or cancel the services you've purchased, then any refund you receive will be credited to your Card Account. Your Points Account will not be reimbursed unless you contact us to ask for reimbursement.

Redeem points for Eligible Transactions or to make purchases using Pay with Points**Redeem points by way of credit against Eligible Transactions on your card**

You can find out which of your transactions are Eligible Transactions by visiting the online account centre.

You can redeem points for the whole or part of an Eligible Transaction.

We will debit your Points Account with the required number of points and credit your Card Account with the corresponding amount for each transaction. The credit will usually appear on your Card Account about 3 days later. If you have linked your Card Accounts, the credit will be applied to the main Card Account you have selected.

Make purchases using Pay with Points

You may be able to use your points to make purchases with our Redemption Partners.

You will know when you can pay for a purchase online using your points, as an option will come up at checkout to allow you to do so.

Where you are able to pay for a purchase using your points the transaction may at first be charged to your Card Account as a normal purchase. If so, we will debit the points from your Points Account and credit your Card Account with the correct amount. If the points redeemed do not cover the entire amount of the purchase, the outstanding balance of the purchase price will stay on your Card Account.

Gift cards and e-codes

You can redeem points for gift cards or e-codes as shown on our website. Gift cards and e-codes redemptions are subject to separate terms and conditions. These will be made available by the seller in the online sales journey found on our website.

If you ask for a refund of a gift card or e-code which you have purchased using points, then (provided you are entitled to a refund under the terms and conditions that apply to your gift card or e-code) we will refund the points to your Points Account.

Travel bookings

You can redeem points for travel booked through American Express Travel Services Online. If you have a Centurion card, you can also redeem points for travel booked through the Dedicated Centurion Team. Travel bookings are subject to separate terms and conditions.

If you redeem points for travel, you must pay all taxes, booking fees, airport fees, insurance premiums, and any other service fees and charges relating to a travel booking.

Transfer points to other loyalty programmes or to a Card Account in a different currency**Transfer points to other loyalty programmes**

You can choose for some or all of your points to be transferred to a separate account held with an American Express partner's loyalty programme (**Loyalty Programme Partner**). The Loyalty Programme Partners are subject to change.

Points transfers are subject to separate terms and conditions. You can find these on our website. You should always check the Loyalty Programme Partner's terms and conditions before transferring your points.

You can ask us to transfer points to the Loyalty Programme Partner on our website or by contacting Customer Services. To do this, you must first link your Points Account to the loyalty programme account held in your name. We will tell you how to do this when you contact us, or you can do it online on our website.

We will tell you what Conversion Rate will apply when you make the transfer. The points will be debited from your Points Account and be shown on your Card Account statement.

Transfer points to the points account of another Card Account in a different currency

If you have another Card Account (as the main Cardmember) under the same name, which is in a different currency, you can transfer points to your other Card Account. Points transfers are subject to separate terms and conditions. We will provide these to you when you contact us to make the transfer.

What restrictions apply?

- All Rewards are subject to availability.
- You cannot redeem points for cash or use points to apply a general credit to your Card Account.
- You cannot redeem points by way of credit against Eligible Transactions if you have a credit balance on your Card Account or any Linked Card Account.
- You cannot redeem points by way of credit against Eligible Transactions if a credit will cause your Card Account or any Linked Card Account to have a credit balance.
- Supplementary Cardmembers cannot redeem points on your behalf.
- You cannot redeem points where you are behind in making payment on your Card Account. You can start redeeming points again once your Card Account is up to date.
- You cannot redeem points if we suspect unauthorised, improper and/or fraudulent use of your Card Account.
- You cannot redeem points if your Card Account is closed by us because you have breached the terms of your Card Account Agreement.
- You cannot redeem points if we reasonably suspect that you have been involved in fraud or other criminal activity, or serious abuse related to the Programme.

When you might lose points you have earned

Losing your points

If you earn points on a transaction that is later refunded, those points will be deducted from your points balance.

You must pay your monthly payment shown on your Card Account statement for each statement period in full and on or before the date shown on your statement. If you are late in making payment, you will lose any points you have earned in relation to that statement period. You will not lose any points you have earned before that statement period.

If we remove points that have been credited to your Points Account, this may result in you having a negative points balance. In this case, any points you earn afterwards will be applied first in paying off your negative points balance.

You will lose your points if your Card Account is closed by us because you have breached the terms of your Card Account Agreement.

What happens if you close your Card Account or your participation in the Programme comes to an end?	<p>You can exit the Programme at any time:</p> <ul style="list-style-type: none"> • by telling us to close your Card Account; or • if you are a Green cardmember who is not a business customer but pays a yearly Programme Fee or you are a Corporate cardmember whose employer has decided to participate in the Programme, by telling us to end your participation in the Programme. <p>To exit the Programme, please contact us using the contact details set out in this document.</p> <p>If you close your Card Account or if you or your employer ends your participation in the Programme, you must redeem your points (See the “<i>How to redeem your points on closure or when your participation ends</i>” section below). If you pay a Programme Fee, this fee will not be refunded.</p> <p>If you close your Card Account and leave at least one other Linked Card Account in the Programme open, you will continue to earn points in your Points Account through any Linked Card Account(s).</p>
--	--

What happens if we close your Card Account?	<p>If we close your Card Account because you have breached the terms of your Card Account Agreement, we will cancel your points. If you pay a Programme Fee, this fee will not be refunded.</p> <p>If we close your Card Account for any reason other than your breach of the terms of your Card Account Agreement, you must redeem your points (See the “<i>How to redeem your points on closure or when your participation ends</i>” section below). If you pay a Programme Fee, this fee will not be refunded.</p> <p>If we close your Card Account because you have become incapacitated or died, your legal representative will need to contact us to arrange for the points to be redeemed. If any points remain after we have done this, we will cancel them as points cannot be transferred to any other person. If you pay a Programme Fee, this fee will not be refunded.</p>
--	---

How to redeem your points on closure or when your participation ends	<p>To redeem your points, please contact us.</p> <p>If you do not redeem your points within 30 days:</p> <ul style="list-style-type: none"> • we will transfer your points to the points account of a Linked Card Account, if there is one; and • if there is not, we will cancel your points and you will not then be able to redeem them. <p>We will allow cardmembers more time to redeem points if exceptional circumstances apply (for example, because a cardmember has been unable to contact us due to serious illness, hospitalisation or bereavement). We will act reasonably in these circumstances. If you are unable to redeem your points within 30 days due to exceptional circumstances, please call us to discuss this, even if this happens after the 30 days have passed.</p>
---	--

Other important information

Authorising someone else to manage your participation in the Programme	<p>In certain circumstances, you can authorise someone else to instruct us or manage your participation in the Programme.</p> <ul style="list-style-type: none"> • Any cardmember can nominate another person to act on their behalf. • If you are a private banking cardmember, the bank you have authorised to manage your Card Account can act on your behalf. <p>In each case, we call this person a Third Party Nominee.</p> <p>We will treat instructions from your Third Party Nominee as instructions coming from you. We can assume that any such instruction has been authorised by you, unless you contact us to cancel their authorisation before the instruction is given. This means that any instruction given to us by the Third Party Nominee before you cancel their authorisation is binding on you.</p> <p>Even if you have a Third Party Nominee you remain responsible to comply with these terms and conditions.</p> <p>You agree that we can send any communications to your Third Party Nominee and this will satisfy our obligation to send it to you. However, we can still contact you directly if necessary.</p> <p>Provided we act reasonably (for example, if we suspect fraud or are aware of a dispute between you and your Third Party Nominee), we may at any time not accept an instruction from the Third Party Nominee.</p>
---	--

Please call us if you want to cancel your Third Party Nominee's authorisation. Cancellation will not affect any instructions from your Third Party Nominee that we have already started processing. Your Third Party Nominee's authorisation will end automatically if you die, or (if you are a business) your business is wound up or goes through any other insolvency or bankruptcy process.

We will assume that a Third Party Nominee is authorised by you until you tell us about your removal of that consent.

In certain circumstances, we may obtain information about you or disclose your personal information to your Third Party Nominee.

Changes to these Terms and Conditions

We may change these terms and conditions.

The following are included in the types of changes we may make (but we may make other changes not listed here):

- change or introduce fees;
- change the Earn Rate or the ways you can earn points;
- change the Conversion Rate;
- change the Redemption Options available or the way you can redeem points; and
- change the transfer options available.

We can make these changes even if they are not prompted by something a Redemption Partner or a Loyalty Programme Partner has done.

Our main reasons for making changes

We can make changes to the terms and conditions, including by changing or introducing fees, for any of the following reasons:

- where the costs to us of providing the Programme change or we have a good reason to expect that they will change;
- where we change the way you can use your Card Account;
- where we are changing the card benefits offered with your Card Account;
- where the change is either neutral or is good for you (including where we are making the change to expand the Programme, the Redemption Options, transfer options or the Rewards available, or to make the terms and conditions clearer or fairer);
- to reflect changes or developments in the technology or systems which we use;
- to reflect changes in the Rewards that Redemption Partners or the transfer options that Loyalty Programme Partners are able or willing to provide in the wider market; or
- to reflect a change in law, regulation or industry codes of practice (including where we have a good reason to expect a change), or to reflect a decision by a court, regulator or the Financial Ombudsman Service (or equivalent).

We will only make changes if we reasonably believe the overall benefits associated with your Card Account still represent good value and are competitively priced.

Telling you about changes

We will usually give you at least 30 days' notice before making the change if we believe the change is disadvantageous to you. An example of a disadvantageous change would be where we seriously reduce the range or types of Redemption Options available so that your choice is much more limited than before.

If the change is to your advantage, we will still tell you about it, but we may make the change before we do so.

We will give you any such notice by statement message, post, email or other form of electronic communication (where you have indicated your consent by opting in to receive such electronic communications).

What you can do if you are not happy with the change

You can close your Card Account at any time (without charge) if you are not happy with any changes we make. If you close your Card Account, you must redeem your points (See the "How to redeem your points on closure or when your participation ends" section above).

Removing you from the Programme or ending the Programme	<p>We will remove you from the Programme if we close your Card Account or your employer ends its participation in the Programme.</p> <p>We may also remove you from the Programme, or end the Programme, by giving you at least 30 days' prior notice. We do not need to give you a reason for this, but we will only do this where we reasonably believe the overall benefits associated with your Card Account still represent good value and are competitively priced.</p> <p>If we remove you from the Programme or end the Programme, we may switch you to a different type of card covered by your Card Account Agreement and/or replace these terms and conditions with a new set of terms and conditions that provide and cover different benefits that are still covered by your Card Account Agreement.</p> <p>You can always close your Card Account without charge if you are unhappy with the change.</p> <p>If we remove you from the Programme or end the Programme (without transferring you to another programme), you must redeem your points within 30 days of the date you were notified (See the "How to redeem your points on closure or when your participation ends" section above).</p>
Fraud and Abuse of the Programme	<p>If we reasonably believe that you have engaged in any fraud or material abuse related to the Programme (for example, seeking to obtain an advantage through unfair or deceptive means such as entering into a transaction, receiving and using the points as a result of that transaction and then asking for a refund of the transaction and closing the Card Account), we may take actions which we reasonably consider appropriate in the circumstances. This may include cancelling your points and stopping you from earning and redeeming points.</p>
Claims against Redemption Partners or Loyalty Programme Partners	<p>We are not responsible for claims regarding any failure or breach with respect to goods or services provided by Redemption Partners or Loyalty Programme Partners.</p>
Language and governing law	<p>These terms and conditions and all communications between us will be in English.</p> <p>English law applies to these terms and conditions and to all dealings between us before these terms and conditions applied.</p> <p>The courts of England have non-exclusive jurisdiction over us and you. This means the English courts will be able to deal with any claims relating to these terms and conditions.</p>
Taxes, duties and exchange control	<p>You must pay or account for any government tax, duty or other amount (excluding VAT or any other sales tax charged by a third party provider of Rewards in respect of the purchase price of such Rewards) imposed by law in any country in respect of these terms and conditions, any points you have earned or Rewards from which you benefit. VAT (and any other sales tax) will be taken into account by us when determining the number of points required for redemption of a Reward.</p> <p>Where a tax invoice (for VAT or other sales tax) is required to be provided by a third party provider of Rewards to you in connection with the redemption of a Reward, the third party will provide this invoice to us.</p>
Complaints about us	<p>If you have a complaint about anything in connection with these terms and conditions, please contact:</p> <p>Global Customer Research and Solutions, American Express, Department 333, 1 John Street, Brighton, East Sussex, BN88 1NH.</p> <p>You can also make a complaint by using our online chat facility or by calling us. You can find these details here: americanexpress.com/uk/contact-us/</p> <p>If you're unhappy with the way we deal with your complaint you may be able to refer your complaint to the Financial Ombudsman Service by writing to Financial Ombudsman Service, Exchange Tower, London E14 9SR, calling 0800 023 4567 or 0300 123 9123 or sending an email to complaint.info@financial-ombudsman.org.uk. You can find out more about the Financial Ombudsman Service on their website at financial-ombudsman.org.uk.</p>



American Express Services Europe Limited has its registered office at Belgrave House, 76 Buckingham Palace Road, London, SW1W 9AX, United Kingdom. It is registered in England and Wales with Company Number 1833139 and authorised and regulated by the Financial Conduct Authority