

## American Express Charge Card Agreement

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

The parties to this agreement are us, American Express Services Europe Limited and you, the cardmember who signs the agreement.

### PART 1 OF YOUR AGREEMENT

<b>1. Contact details</b>	
Our address: Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX Telephone number: 0800 917 8047 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.	
<b>2. Fees, charges and other costs</b>	
<b>2.1 Fees and charges</b>	
<b>Cardmembership</b> – you can choose to apply for a card with certain card benefits. Or you can opt for a card without those card benefits (called a Basic Card). For more information, please see the 'Card benefits' section in Part 2 of this agreement	Basic Card: £0  The Platinum Card®: £48 monthly
<b>Supplementary cardmembership</b>	£24 monthly for a supplementary Platinum Charge Card (if applicable) £14 monthly for a supplementary Gold Charge Card (if applicable) £14 monthly for a supplementary Green Charge Card (if applicable)
<b>Late payment</b> – if you're late in paying off the full amount you owe each month (we won't charge if you owe £12 or less)	£12
<b>Returned payment</b> – if we have to return a payment you've made because it's recalled by the bank that sent it	£12
<b>Copy statement</b>	£2
<b>Non-sterling transaction</b> – on the amount after we've converted a transaction into Pounds Sterling	2.99%
<b>Collection costs</b> – for collecting amounts you owe us	Our reasonable costs, including legal fees
If a cardmembership fee applies, we'll charge it for each membership year (consecutive periods of 12 months beginning on the date your account is opened) beginning on the first statement date and then monthly (if it's a monthly fee) and otherwise annually.  If a supplementary cardmembership fee applies, we'll charge it for each membership year beginning on the date the supplementary cardmember is added to the account and then monthly (if it's a monthly fee) and otherwise annually.	
<b>3. How much can you spend?</b>	
<b>Is there a limit on how much you can spend?</b>	We don't usually limit how much you can spend on your account but, from time to time, we may set a spending limit which could be temporary or permanent. We'll tell you if we do this. Any limit also includes spending by a supplementary cardmember.

	We may set and vary limits and restrictions on certain uses of the card or certain transactions. For example, contactless purchases may be subject to maximum amounts. You can find out if there are such limits by checking our website or by calling us.
<b>Keeping within any spending limit</b>	If we apply a spending limit to your account, you should not go over this limit.  If we allow a transaction that takes you over your limit, we may ask you to pay enough into the account to bring it back within the limit immediately.
<b>4. How are repayments to be made?</b>	
<b>How much and when you must pay</b>	You must repay the full amount you owe as shown on your statement each month by the payment due date.  We'll treat any credits or refunds to your account as payments made by you.
<b>5. Can this agreement be changed?</b>	
<b>When we make changes</b>	As this agreement is not for a fixed period, we're likely to need to make changes to fees and other terms and the services we provide for reasons we can't predict when the agreement was made.  We've set out some specific reasons for making changes to the agreement but if any of these don't apply we may still make a change as long as we: <ul style="list-style-type: none"> <li>• tell you in advance about the change; and</li> <li>• make clear that you can end the agreement without charge if you don't want to accept the change.</li> </ul>
<b>Our main reasons for changes</b>	We can change the agreement, including by changing or introducing fees for any of the following reasons: <ul style="list-style-type: none"> <li>• where the costs to us of providing your account change or we have a good reason to expect that they will change (this could include where there's a change in how much it costs us to borrow funds to lend you);</li> <li>• where we're changing the way you can use the account;</li> <li>• where we're changing the card benefits offered with your account;</li> <li>• where the change is either good for you (including where we're making the change to improve the security of your account or we're making the agreement clearer or fairer) or neutral;</li> <li>• to reflect changes or developments in the technology or systems which we use;</li> <li>• where we're making the change 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); or</li> <li>• where we have a good reason to think that a change in your circumstances means that the risk that you might not be able to repay us has increased.</li> </ul>
<b>Telling you about changes</b>	We'll give you at least two months' notice of the change and give you details of when the change will take effect. 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, we'll assume you've accepted the change.
<b>Ending card benefits</b>	If card benefits are offered with your card you may tell us at any time that you no longer wish to maintain those card benefits, in which case we'll switch you to a Basic Card with no card benefits. We'll also refund your cardmembership fee on a pro rata basis.
<b>Switching you to a different type of card</b>	You can tell us at any time that you want to have a different tier of card covered by this agreement. If you do, we may switch you to an alternative type of card.  We may switch the tier of card we issue you with to another card covered by this agreement if, as a result of our assessment of your circumstances, we believe that you no longer qualify for your current card or that you now qualify for a different card. We'll always give you notice if we do this and we'll tell you if there are any changes to this agreement as a result.

	If we switch you to a different tier of card covered by this agreement, unless we tell you otherwise, we'll reset the start of any cardmembership year to the date of the switch. We'll refund any cardmembership fee applicable to your previous type of card on a pro rata basis.
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**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.**

**Your Right to Cancel**

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 8047 or by writing to us (American Express, Department 871, 1 John Street, Brighton, East Sussex, BN88 1NH).

If you cancel, you must repay everything you owe us (except any cardmembership fee, cardmembership joining fee or supplementary cardmembership fee).

By signing below:

- 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 request 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).

**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.**

This is a copy of your agreement for you to keep. You can ask for a further copy of this agreement free of charge at any time.

## How Your American Express Account Works

### PART 2 OF YOUR AGREEMENT

<b>Using the card</b>	You may use the card for purchases up to any applicable spending limit.
<b>Using a third party provider (TPP)</b>	<p>A TPP is a third party service provider that's authorised by or registered with the Financial Conduct Authority or another European Economic Area (EEA) regulator or otherwise permitted by law to access your account information.</p> <p>You can choose to authorise TPPs to provide services to you by accessing your account. 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 also 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 (unless doing so would compromise our reasonable security measures or otherwise be unlawful).</p>
<b>How you can authorise and cancel transactions</b>	<p>To authorise a transaction you can present a 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 deactivate 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 annual membership fees) if you ask us before the end of the business day before they are due to be made.</p>
<b>When we can refuse to make a transaction</b>	<p>We may refuse to authorise a transaction if:</p> <ul style="list-style-type: none"> <li>• we have reasonable grounds to suspect unauthorised or improper use or fraud;</li> <li>• we reasonably consider that acting on your instructions might lead to:             <ul style="list-style-type: none"> <li>○ a breach of law, regulation, code or other obligation; or</li> <li>○ action from a government, law enforcement agency or regulator;</li> </ul> </li> <li>• we're legally required to;</li> <li>• use of the card would be prohibited; or</li> <li>• the transaction would exceed a transaction limit of some sort or take your account over your spending limit.</li> </ul> <p>You may not use your account for illegal activities or in a manner which disguises the true nature of the transaction, for example, by obtaining cash through a transaction which you know will be treated as a purchase of goods and services, or by using your card at a merchant you own or control.</p> <p>If we do refuse a transaction, you'll normally be told at the point of sale. In all cases, you can find out about transactions we've refused, including the reasons why or any limits we may have put on your card, by calling us. We'll let you know this information unless the law or any regulation prevents us from doing so or for fraud prevention or security reasons.</p> <p>If we don't authorise a transaction or a retailer doesn't accept the card we're not responsible for any loss.</p>
<b>Transactions you haven't authorised</b>	<p>You're not responsible for any transactions:</p> <ul style="list-style-type: none"> <li>• made using the actual card before you receive it (for example, if your card is stolen in the post);</li> <li>• where we haven't told you how you can contact us to notify us that your card or security details have been lost, stolen or compromised;</li> <li>• if we fail to apply procedures that we're legally required to use to check that a payment has been authorised by you or a supplementary cardmember;</li> <li>• not authorised by you or a supplementary cardmember or any person you or a supplementary cardmember allowed, in breach of the agreement, to use your account or card;</li> </ul>

	<ul style="list-style-type: none"> <li>made by a person you or a supplementary cardmember allowed, in breach of the agreement, to use your account or card after you tell us you suspect your account is being misused.</li> </ul> <p>You're responsible if you or a supplementary cardmember:</p> <ul style="list-style-type: none"> <li>use your account or card fraudulently;</li> <li>have been grossly negligent (in these cases, 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);</li> <li>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) but 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.</li> </ul> <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>You must contact us as soon as you notice an unauthorised transaction has been made from your account. We'll refund the amount of the unauthorised payment as soon as we reasonably can, and, in any event, before the end of the working day after you tell us. Once we've completed our investigations, if we find you weren't entitled to a refund, we'll adjust your account accordingly.</p>
<p><b>Transactions for unexpected amounts</b></p>	<p>If you make a purchase within the European Economic Area and, at the time that you authorised it, you didn't know exactly how much you were going to be charged (for example, at a hotel check-in) you can request a refund from us if the amount charged is more than you reasonably expect and you ask for the refund within 8 weeks from the date of the statement on which the purchase appears.</p> <p>You'll need to provide us with all the information we reasonably ask for and we may provide this information (including personal information) to third parties investigating your claim. We'll conclude our investigation within 10 business days of us receiving all required information and either make the refund or tell you why we've refused your claim.</p> <p>You're not entitled to a refund if you or a supplementary cardmember gave consent for a transaction directly to us and, 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 was unknown but was later confirmed to you at least four weeks before your card was charged.</p>
<p><b>Theft, loss or misuse of the card or account</b></p>	<p>You or a supplementary cardmember must:</p> <ul style="list-style-type: none"> <li>sign the card and keep it safe and secure (including using device passcodes, biometric data or other security details where applicable);</li> <li>not let others use the account or card and regularly check you still have the card;</li> <li>not give the card or card number to anyone else other than us, or for the purpose of making a transaction and not share your security details with anyone else (other than us or a TPP if it's necessary to do so);</li> <li>choose a PIN or passcode that is not easy to guess.</li> </ul> <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"> <li>keep it and your security details safe and secure at all times, in the same way you would your card or PIN;</li> <li>always use the lock feature on the phone or other device, where applicable;</li> <li>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.</li> </ul> <p>You or a supplementary cardmember must tell us straight away if you suspect:</p> <ul style="list-style-type: none"> <li>a card has been lost or stolen or not received;</li> </ul>

	<ul style="list-style-type: none"> <li>• a mobile phone or other device to which a card has been registered has been lost, stolen or compromised;</li> <li>• someone else knows a PIN or other security details; or</li> <li>• the account or a card is being misused or used without authorisation, or a transaction on the account has not been authorised or has been processed incorrectly.</li> </ul> <p>Our contact details are at the beginning of this agreement.</p> <p>If the use of a card is stopped 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 account services, 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>
<b>How to pay</b>	<p>You must make payments to us in Pounds Sterling by any method set out on your statement or any method we otherwise tell you about or permit you to use.</p> <p>You must make a separate payment for each account you hold with us. If you send payments together and don't clearly designate 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. We'll apply any payment we receive after that time on the next business day.</p>
<b>How we apply payments</b>	<p>We'll normally apply payments to your account in the following order:</p> <ul style="list-style-type: none"> <li>• any cardmembership fee and supplementary cardmembership fees;</li> <li>• service charges (for example, statement copy fees) and any cardmembership joining fee (if applicable);</li> <li>• late payment fees;</li> <li>• other fees charged by us that appear as a separate item on your monthly statement, for example, returned payment fees;</li> <li>• collection charges;</li> <li>• transactions that have appeared on a monthly statement; and</li> <li>• transactions that have not yet appeared on your monthly statement.</li> </ul>
<b>Missing payments</b>	<p>Missing payments can have serious consequences. It could mean:</p> <ul style="list-style-type: none"> <li>• you have to pay additional charges or costs;</li> <li>• your credit rating may be affected, making it more difficult or expensive to obtain credit; and</li> <li>• legal action (which could include getting a court order giving us the right to 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.</li> </ul>
<b>Payments into your account by mistake</b>	<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>If we're 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 payer gave the wrong account number or reference), but, when we contact you, you tell us the payment was intended for you, we're legally required to share all relevant information including your name and address and transaction information with the bank the payment came from if they ask us so that the payer may contact you.</p>
<b>Supplementary cardmembers</b>	<p>Unless you have a Basic Card, at your request, we may 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 end a supplementary cardmember's right to use your account you must tell us.</p>

<p><b>Converting Transactions made in a foreign currency</b></p>	<p>If we receive a transaction or refund for processing in a foreign currency, we'll convert it into Pounds Sterling on the date it's processed (which may be different to the date of the transaction or refund). This means that the exchange rate used may differ from the rate that applied on the date of your transaction or refund. Exchange rate fluctuations can be significant.</p> <p>If the transaction or refund is in U.S. Dollars, we'll convert it directly into Pounds Sterling. In all other cases, we'll convert it into U.S. Dollars first and then into Pounds Sterling but we'll only charge one non-sterling transaction fee.</p> <p>The exchange rate we use will be:</p> <ul style="list-style-type: none"> <li>• the rate required by law or customarily used in the territory where the transaction or refund is made, or where this doesn't apply;</li> <li>• based on interbank rates selected from customary industry sources on the business day prior to the processing date. We call this conversion rate the 'American Express Exchange Rate'.</li> </ul> <p>The American Express Exchange Rate is set each day from Monday to Friday including bank holidays, except for Christmas Day and New Year's Day. You can find our rates via the '<i>My account</i>' section of the online account centre or by calling us.</p> <p>When you make a transaction in a foreign currency, you may be given the option of allowing a third party (for example, the retailer) to convert your transaction into Pounds Sterling before submitting it to us. If you decide to do this, the exchange rate and any commission or charge will be set by the third party and may include a commission or charge. As we'll receive a transaction converted by a third party in Pounds Sterling, we won't apply a non-sterling transaction fee.</p>
<p><b>Statements and legal notices</b></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 (including any information we're legally required to send you, such as information about changes to this agreement or other agreements we have with you) on or together with your statements.</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.</p> <p>If you receive statements by post, we'll send statements (and any notices we're required by law to provide) by post, addressed to you, at the latest billing address on our records.</p>
<p><b>Contacting you</b></p>	<p>We may send you important messages and other communications (including alerts) about your account, card or card benefits in line with your preferences. This could be by 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><b>Changing your contact details</b></p>	<p>We'll use your most recent contact details to contact you. You must notify us immediately if you change the mailing address or email address we send statements or notices to.</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 these have been returned, we may stop attempting to communicate with 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 mailing address or email address.</p>
<p><b>Suspending your account</b></p>	<p>We may suspend your account or any feature on your account if:</p> <ul style="list-style-type: none"> <li>• you tell us to close your account;</li> <li>• we consider it necessary for the security of the account;</li> <li>• you're in breach of the agreement;</li> <li>• we suspect unauthorised, improper and/or fraudulent use; and</li> <li>• we reasonably think there's a significantly increased risk that you'll not be able to repay us.</li> </ul> <p>We'll normally notify you beforehand or immediately afterwards and may provide you with the reasons.</p> <p>If your account is suspended, you (and any supplementary cardmember) must:</p> <ul style="list-style-type: none"> <li>• not use the card;</li> <li>• inform retailers not to seek to take any further payments from your account; and</li> <li>• still pay the total account balance.</li> </ul> <p>We'll allow you to use the account, if 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><b>Ending your agreement</b></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"> <li>• you repeatedly fail to pay the total account balance or go over any spending limit;</li> <li>• you seriously or persistently breach this agreement;</li> <li>• you give us false or misleading information;</li> <li>• steps are taken to make you bankrupt or to make you the subject of any form of debt relief process;</li> <li>• you breach another agreement you have with us or another of our group companies;</li> <li>• we reasonably consider that by continuing the agreement we might: <ul style="list-style-type: none"> <li>○ breach a law, regulation, code or other obligation; or</li> <li>○ face action from a government, law enforcement agency or regulator;</li> </ul> </li> <li>• you become incapacitated or die;</li> <li>• you behave in an abusive or threatening way to our staff; or</li> <li>• we have reasonable grounds to believe you're unable or unwilling to pay your debts when due.</li> </ul> <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>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"> <li>• all of the terms of the agreement will continue to apply (including our right to change the terms of the agreement);</li> <li>• you (and any supplementary cardmember) will have no rights under it to use the account or the card to make transactions; and</li> </ul>

	<ul style="list-style-type: none"> <li>• your card benefits will stop.</li> </ul> <p>You must destroy all cards when the agreement ends.</p> <p>If you pay a cardmembership fee or supplementary cardmembership fee annually, we'll refund any cardmembership fee you've paid for the period following the end of the agreement.</p>
<b>Card benefits</b>	<p>You may choose to apply for a card with additional services and benefits (known as card benefits), such as rewards points or insurance. Where you have such a card, you will be charged a cardmembership fee and if applicable, a cardmembership joining fee.</p> <p>You can find our cardmembership fee, cardmembership joining fee (if applicable) and supplementary cardmembership fee in the '<i>Fees and Charges</i>' section of this agreement.</p> <p>Alternatively, you may choose to apply for a Basic Card without card benefits. There is no cardmembership fee or cardmembership joining fee for a Basic Card.</p> <p>Where there are card benefits on your card, they will be subject to separate terms and conditions and we'll communicate separately with you in relation to those card benefits.</p>
<b>Set off</b>	<p>We may, at any time, without notice or demand, set off against any credit on your account 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.</p>
<b>Complaints about us</b>	<p>If you have a complaint about your account or the service you've received, please contact:</p> <p>Executive Customer Relations Department, American Express, Department 333, 1 John Street, Brighton, East Sussex, BN88 1NH.</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 <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>. You can find out more about the Financial Ombudsman Service on their website at <a href="http://financial-ombudsman.org.uk">financial-ombudsman.org.uk</a>.</p> <p>You can also make a complaint via the following website: <a href="https://webgate.ec.europa.eu/odr">https://webgate.ec.europa.eu/odr</a></p>
<b>How we're regulated</b>	<p>We are authorised and regulated by the Financial Conduct Authority under registration number 661836.</p> <p>The Financial Conduct Authority, 12 Endeavour Square, London E20 1JN.</p>
<b>Claims against retailers or other third parties</b>	<p>If you dispute a purchase transaction with a retailer or other third party, we may credit the account for all or part of the disputed transaction.</p> <p>If we do so, whether we were legally required to make the refund or not, you and any supplementary cardmembers agree that you're automatically deemed to assign and transfer to us all rights and claims (excluding tort claims, such as negligence) against the retailer or other third party.</p> <p>You agree that you won't pursue any claim against the retailer or other third party for the credited amount, and you must cooperate with us if we decide to do so. Where necessary to pursue a claim, we may need to use your personal information (including disclosing it to the retailer or other third party) to do so but we will notify you of such use where this is the case.</p>
<b>How we use your information</b>	<p>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.</p>
<b>Assigning the agreement</b>	<p>We may sell, transfer or assign this agreement and your account. We may do so at any time without notifying you, unless we're required to notify you by law. You may not sell, assign or transfer your account or any of your obligations under this agreement.</p>
<b>Waiver of rights</b>	<p>We may choose to delay enforcing or to not exercise rights under this agreement. If we do this, we do not waive our rights to exercise or enforce them on any other occasion.</p>
<b>Language and governing law</b>	<p>This agreement and all communications between us concerning this agreement shall be in English.</p>

	This agreement and dealings between us before you enter into the agreement are governed by the non-exclusive laws of England and the courts of England shall have non-exclusive jurisdiction over us and you.
<b>Taxes and duties</b>	You must pay any government tax, duty or other amount imposed by law in any country in respect of the card, any transaction on your account or any use of the account by you or any supplementary cardmember.
<b>Limitations on our liability</b>	If we break this agreement, we won't be liable to you for losses and costs caused by abnormal or unforeseeable events, that we cannot reasonably control and which would've been unavoidable despite all reasonable efforts to prevent the event happening.

## American Express® Card Benefits

### Membership Rewards® Terms and Conditions

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#### Introduction

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##### What is this document?

These Terms and Conditions govern your enrolment in the Membership Rewards programme (**Programme**) associated with the card account (**Card Account**) in respect of which you hold the Card (**Cardmember**). You can earn points (**Points**) under your Card Account and you can redeem your Points for rewards (**Rewards**). When you sign the agreement for your Card Account (your **Account Agreement** or your **Card Account Agreement**), you agree to be bound by these Terms and Conditions. If you hold a corporate Card you can be enrolled in the Programme unless your employer has decided not to participate.

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#### Enrolment and Fees

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If you have one of the American Express-issued cards (**Card** or **Cards**) set out below, the annual fee shown will be applied to your Card Account as a purchase transaction the day after you initially enrol in the Programme and on or shortly after the anniversary of that date each year.

If you have a green charge Card (which is not a corporate or a small business Card), and payment of your Cardmembership fee does not already entitle you to participate in the Programme, for each year that you participate in the Programme, you will be charged an annual fee of £24 including VAT for participation in the Programme.

If you have a corporate Card (other than a platinum corporate Card), for each year that you participate in the Programme, you will be charged an annual fee of £36 including VAT for participation in the Programme.

You may exit the Programme, and the agreement governed by these Terms and Conditions, at any time. Please see the *What happens if you close your Card Account?* section below in relation to what happens to your Points when you exit the Programme.

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#### About earning Points

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##### How you earn Points

You earn a set amount of Points for each pound of eligible spending on your Card Account. The number of Points per pound is referred to as your **Earn Rate** and will be shown on your Card Account statement. From time to time, we may tell you about promotional Earn Rates or permit you to earn more Points per pound for certain purchases or other forms of promotion relating to the earning of Points. We may contact you about this to ensure that you can benefit from the Programme (as explained in the Additional benefits and other products' section of your Card Account Agreement).

We will maintain a points account for you. Points are earned on every full pound spent in each purchase and will be added to your points account (**Points Account**). We will tell you the balance in your Points Account on your Card Account statement.

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

Under your Card Account Agreement, you are able to request supplementary Cards for supplementary Cardmembers. Unless you have a corporate Card (in which case you cannot have a supplementary Cardmember on your Points Account), Cards issued to supplementary Cardmembers on your Card Account will also earn Points.

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##### Linked Card Accounts

If you have more than one Card Account (as the main Cardmember) under the terms of which you are eligible to be enrolled in the Programme (including a corporate Card), you can ask that the Card Accounts are 'linked' in order that Points earned on all your Card Accounts will go into the same Points Account (**Linked Card Accounts**) provided that they have the same Earn Rate and are billed in the same currency.

Points earned on your corporate Card shall accrue into your individual Points Account, and not into any account of your employer.

We reserve the right to de-link your Card Accounts at any time and we will tell you before we do.

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##### Which Card Account balances

No Points will be earned on:

<b>do not earn Points?</b>	<ul style="list-style-type: none"> <li>• interest, fees (including default fees), balance transfers, cash advances (including transactions treated as cash), loading of prepaid cards, American Express Travellers Cheque purchases or foreign exchange transactions; and</li> <li>• any amounts that are subsequently re-credited to your Card Account by way of refunds or other types of credits.</li> </ul> <p>Note that if Points are earned on a transaction that is later refunded, those Points will be lost.</p>
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## About redeeming Points

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<b>How do you redeem Points?</b>	<p>The types of Rewards available are subject to change. Those available to you at any time will be shown on our website at <a href="http://membershiprewards.co.uk">membershiprewards.co.uk</a>. We may contact you with other offers on Rewards from time to time. There may be some addresses (normally overseas) to which we are not able to ship certain Rewards.</p> <p>You cannot redeem Points for cash or to make a general credit to your Card Account, although you can use Points to apply a credit against certain eligible transactions and to make purchases via our website (see '<i>Redeem points by way of credit against Eligible Transactions on your Card Account or to make purchases using Pay with Points</i>' below).</p> <p>Supplementary Cardmembers cannot redeem Points on your behalf.</p> <p>You cannot redeem Points for as long as you are late in making payment on your Card Account. Once your Card Account is up to date, and provided it has not been cancelled by us, you will once again be able to redeem points, but please see the <i>Losing your Points</i> section below.</p> <p>Once you have redeemed your Points this is non-reversible and any redemption is non-transferable.</p> <p>In order to redeem Points, please visit <a href="http://membershiprewards.co.uk">membershiprewards.co.uk</a> and log in to your Online Services or call Customer Services using the number on the back of your Card.</p>
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<b>Redeem points by way of credit against Eligible Transactions on your Card Account or to make purchases using Pay with Points</b>	<p>You can use your Points to apply a credit to your Card Account against certain fees and/or purchases that we confirm as being eligible (<b>Eligible Transactions</b>). The rate at which we convert Points may vary and we will tell you what the conversion rate is when you arrange the redemption. The conversion rate is also on our website. The credit will appear on your Card Account approximately three (3) days after you have asked us to redeem the Points, but may not appear on the same Card Account statement as the Eligible Transaction. You cannot redeem Points by way of credit against Eligible Transactions on your Card Account if you have a credit balance on your Card Account or if you are late in making payment on your Card Account. If you redeem Points in this way, you must still pay the amount due on your Card Account statement. Minimum redemption thresholds will apply per Eligible Transaction, and we will confirm the applicable minimum when you arrange the redemption.</p> <p>You may also be able to use your Points to make purchases at certain retailers listed on our website. You need to indicate at the time of purchase that you wish to pay with Points. The purchase may initially be charged to your Card Account as a normal purchase. If so, we will then debit the Points from your Points Account and credit your Card Account with the corresponding amount. Credits to your Card Account may not be made and appear in the same statement period as the original purchase. If the Points redeemed do not cover the entire amount of the purchase, the outstanding balance of the purchase price will remain on your Card Account. Any refunds for purchases made using Pay with Points will be subject to the retailer's own refund policies.</p>
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<b>Transfer Points to other Loyalty Programmes</b>	<p>You can opt for some or all of your Points to be added to a separate account with an American Express partner airline, retail or hotel loyalty programme (<b>Loyalty Programme</b>). Further information regarding these Loyalty Programmes can be found on our website or by contacting Customer Services. You can ask us to transfer Points to your Loyalty Programme on our website or by contacting Customer Services. To be able to do this, you must first link your Points Account to the Loyalty Programme account in your name. We will tell you how to do this when you contact us, or you can do it online via our website.</p> <p>Visit our website at <a href="http://membershiprewards.co.uk/travel">membershiprewards.co.uk/travel</a> for more information on transferring Points to Loyalty Programmes.</p>
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<b>Travel bookings</b>	<p>You can redeem Points for travel booked through American Express Travel Services.</p> <p>If you redeem Points for travel, you are responsible for taxes, booking fees, airport fees, insurance premiums, and any other service fees and charges relating to a travel booking.</p>
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Please note, the travel insurance benefits that you may have as part of your Card benefits may not cover the travel booked with Points. Please see the Terms and Conditions of any Card travel insurance benefits for full details.

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**Concierge bookings** You can redeem Points for concierge services through American Express Concierge if your Card allows this service. All concierge bookings are subject to availability.

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**Other types of Reward** All Rewards are subject to availability. You can redeem Points for goods, tickets, gift cards, vouchers, E-Codes (codes to redeem for goods or services online), including for car rentals and hotels and contributions to charities selected by you from a list that we make available to you.

All Rewards are provided by third parties and not by us, our affiliates or our subsidiaries. You should check the Terms and Conditions that are presented to you when redeeming your Points for important conditions such as expiry dates and any refund policies.

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### About purchasing Points

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**How do you purchase Points?** Unless you only have a corporate Card enrolled in the Programme, you can purchase extra Points.

You must purchase Points in increments of one thousand (1,000) Points with a minimum purchase of one thousand (1,000) Points. You can purchase extra Points up to a maximum of ten thousand (10,000) per year. If you want to purchase Points, we will tell you the purchase cost when you contact us. We may impose different maximum and minimum purchase costs from time to time.

In order to purchase Points, please call Customer Services using the number on the back of your Card.

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### When you might lose Points you have earned

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**Losing your Points** If you miss a monthly payment on your Card Account, the Points that you have earned in the previous month will be forfeited and taken away from the balance of your Points Account (which may result in a negative Points balance).

You will start earning Points again from each statement date but they will continue to be forfeited whenever the relevant monthly payment is not made by the payment due date.

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**What happens if you close your Card Account?** If you close your Card Account and there are no other Linked Card Accounts on your Points Account, you will have thirty (30) days from the date you tell us that you are closing the Card Account to redeem your Points.

If you hold a corporate Card and your employer requests that your participation in the Programme is cancelled, you will have thirty (30) days from the date we receive the request to redeem any Points that have not already been linked to another Points Account.

If you do not redeem your Points within thirty (30) days, they will be forfeited.

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).

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**What happens if we close your Card Account?** If we close your Card Account in accordance with the Card Account Agreement, we will withdraw you from the Programme and you will lose any Points that you have earned.

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### Other important information

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**Management by a Bank or Third Party Nominee** If you have told us that a bank will be managing your Card Account (private banking Cardmembers only) on your behalf (your *Bank*), you agree that we can accept instructions from your Bank in relation to your participation in the Programme and that you will be bound by such instructions. Similarly, if we have permitted you to nominate a third party to whom you have granted the authority to service your participation in the Programme on your behalf, we will accept that person as your **Third Party Nominee** and you agree that we can accept instructions from your Third Party Nominee in relation to your participation in the Programme and that you will be bound by such instructions.

In either case, this does not mean that it is no longer your responsibility to carry out your obligations under these Terms and Conditions, so references to 'you' or 'your' still include you the Cardmember, even though the Bank or Third Party Nominee may do certain things on your behalf. If your Bank is managing your Card Account, when we need to send you a notice or other communication, you agree that sending this to your Bank will satisfy our obligation to send it to you, although we are still allowed to contact you directly if necessary.

	<p>We may, where we determine it is reasonably necessary, such as where we suspect fraudulent activity, refuse to act on the instructions of the Bank or the Third Party Nominee and contact you directly to confirm the instructions we have received.</p> <p>You may withdraw your consent to the Bank managing your Card Account at any stage, in which case the Bank will no longer manage your participation in the Programme. Should you choose to withdraw such consent, you must, as soon as practicable, notify American Express of such withdrawal by contacting us using the number on the back of your Card. Likewise, you may withdraw your consent to the Third Party Nominee servicing your participation in the Programme at any time by contacting us in the same way. We will assume that a Bank and/or Third Party Nominee is authorised by you until you notify us of your withdrawal of that consent.</p> <p>Please note that in certain circumstances we may obtain information about you or disclose your personal information to your Bank or your Third Party Nominee. You can find further information about this in the 'your personal information' section in your Card Account Agreement.</p>
<b>Changes to these Terms and Conditions</b>	<p>We may change these Terms and Conditions, including the Earn Rate, provided that we reasonably believe the overall benefits associated with your Card Account still represent good value and are competitively priced.</p> <p>We will give you at least thirty (30) days' notice. If the change is not to your disadvantage, we will still tell you about it but may make the change sooner.</p> <p>We will give you any such notice by statement message, post, email or other form of electronic communication.</p>
<b>Transfer Points to a Card Account in a different currency</b>	<p>If you have another Card Account (as the main Cardmember) under the same name, which is denominated in a different currency, you can transfer Points to your other Card Account (<i>International Transfer</i>). You can make no more than one (1) International Transfer in any twelve (12) month period. This twelve (12) month period will commence on the date an International Transfer is requested by you. International Transfers are subject to the same exchange rate as that which applies to currency conversions on your Card Account, and it can take up to two (2) weeks for the transferred Points to appear, and be available to use on, your other Card Account.</p>
<b>Withdrawing you from the Programme or ending the Programme</b>	<p>We will withdraw you from the Programme if we close your Card Account in accordance with the terms of the Card Account Agreement.</p> <p>We may withdraw you from the Programme or end the Programme by giving you at least thirty (30) days' notice without any explanation being required, provided that we reasonably believe the overall benefits associated with your Card Account still represent good value and are competitively priced. This could include switching you to a different type of Card in accordance with the Card Account Agreement and/or replacing these Terms and Conditions with a new set of Terms and Conditions that provide and cover different benefits.</p>
<b>Fraud and Abuse of the Programme</b>	<p>If we have reasonable grounds to believe that you have engaged in any fraud or material abuse related to the Programme, such as seeking to obtain an advantage through unfair or deceptive means, we may take actions which we reasonably consider appropriate in the circumstances, and this may include cancelling your Points Account and forfeiting your Points.</p>
<b>Claims against Rewards providers</b>	<p>We are not liable for claims regarding any failure or breach with respect to goods and services provided as Rewards by third parties. Third party Rewards may also be subject to separate Terms and Conditions.</p>
<b>Language and governing law</b>	<p>These Terms and Conditions and all communications between us concerning these Terms and Conditions shall be in English.</p> <p>These Terms and Conditions and any dealings between us before these Terms and Conditions apply are governed by the laws of England and the courts of England shall have non-exclusive jurisdiction over us and you.</p>
<b>Taxes, duties and exchange control</b>	<p>You must pay 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 and any 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>