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## Corporate Cardmember Membership Rewards® Programme Terms and Conditions

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### Introduction

<b>Definitions</b>	<p>“<b>Account</b>” or “<b>Corporate Card Account</b>” means any account we maintain in relation to the Card.</p> <p>“<b>Card</b>” means a pound sterling American Express Corporate Card or any other Account access device we issue for the purpose of accessing your Account to purchase goods and/or services for Your Company’s business purposes.</p> <p>“<b>Card Account Agreement</b>” means the terms and conditions which apply to your use of the Card.</p> <p>“<b>Data</b>” shall have the meaning given to it in the “Use of personal information” section.</p> <p>“<b>Linked Membership Rewards Account</b>” means a single Membership Rewards points Account where your Membership Rewards points are recorded in relation to your Corporate Card Account and another American Express card billed in pounds sterling.</p> <p>“<b>Loyalty Programme Partner</b>” means a third party company we partner with which offers a loyalty programme.</p> <p>“<b>Membership Rewards points</b>” and “<b>points</b>” means the points earned under the Membership Rewards Programme and lodged against the Membership Rewards points Account.</p> <p>“<b>Membership Rewards Programme</b>” and “<b>Programme</b>” means the personal tier of our proprietary rewards programme under which approved enrollees can earn Membership Rewards points for their personal use based on spend on a Card which can then be redeemed for rewards.</p> <p>“<b>Membership Rewards points Account</b>” means the Membership Rewards Programme account against which Membership Rewards points are recorded.</p> <p>“<b>Membership Rewards Programme Fee</b>” or “<b>Fee</b>” means the annual fee charged for participation in the Membership Rewards Programme.</p> <p>“<b>Online Service</b>” means any internet-based tools, websites, applications, software programs, systems and/or services which we may make available to you.</p> <p>“<b>Terms and Conditions</b>” means these Corporate Cardmember Membership Rewards Terms and Conditions.</p> <p>“<b>We</b>”, “<b>our</b>” and “<b>us</b>” means American Express Services Europe Limited, a company registered in England and Wales under registration number 01833139, with its registered address at Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX, United Kingdom, authorised by the Financial Conduct Authority under the Payment Services Regulations 2009, reference number 661836, for the provision of payment services, including its successors and assignees.</p> <p>“<b>You</b>”, “<b>your</b>” and the “<b>Cardmember</b>” means the person whose name appears on the Card which is enrolled in the Membership Rewards Programme.</p> <p>“<b>Your Company</b>” means the company, business or firm that we have an agreement with for the provision of the Card and by whom you are authorised to incur business expenditure on the Card.</p>
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<b>What is this document?</b>	These Terms and Conditions apply to your participation in the Membership Rewards Programme and are separate from and additional to your Card Account Agreement.
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### Enrolment and Fees

<b>Enrolment and Fees</b>	<p><b>Enrolment</b></p> <p>You may enrol in the Membership Rewards Programme if Your Company has decided to participate in the Membership Rewards Programme and by enrolling you agree to be bound by these Terms and Conditions. If you apply for an American Express Corporate Platinum Card, you will agree to be bound by these Terms and Conditions when you sign and submit your Corporate Card Account application form. You are not automatically enrolled in the Programme unless you have an American Express Corporate Platinum Card. You can enrol at any time by calling the number on the back of your Card.</p>
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## **Fees**

A Membership Rewards Programme Fee will apply once you are enrolled in the Membership Rewards Programme, unless you have an American Express Corporate Platinum Card for which there is no Membership Rewards Programme Fee.

If a Membership Rewards Programme Fee is applicable to your Account, we will inform you of the amount of the Membership Rewards Programme Fee from time to time. The Membership Rewards Programme Fee will be payable yearly and will be charged to your Corporate Card Account as a purchase transaction. The first Membership Rewards Programme Fee will be charged to your Corporate Card Account on the day after you first enrolled in the Membership Rewards Programme. All subsequent Membership Rewards Programme Fees will then show on your Corporate Card Account as a purchase transaction on the anniversary of that date every year, or shortly after.

You may exit the Membership Rewards Programme at any time. If you do, any Membership Rewards Programme Fee charged to your Corporate Card Account will not be refunded. Please see the *Removing you from the Membership Rewards Programme or ending the Membership Rewards Programme* section below in relation to what happens to your Membership Rewards points when you exit the Membership Rewards Programme.

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## **Earning Membership Rewards points**

<b>How to earn Membership Rewards points</b>	<p>Membership Rewards points are earned on every full pound of eligible spend. The value of each purchase will be rounded down to the nearest pound before Membership Rewards points are calculated. We will record the Membership Rewards points you earn against your Membership Rewards points Account.</p> <p>We will inform you of your applicable rate at which you earn Membership Rewards points from time to time as this may differ between different types of charges and different types of merchants. The rate at which Membership Rewards points are earned is not fixed and we may at our discretion change the rate at which Membership Rewards points are earned from time to time.</p> <p>We may contact you about promotional rates or other forms of promotions relating to the earning of Membership Rewards points.</p>
<b>Linked Card Accounts</b>	<p>If you hold another American Express card which is also billed in pound sterling and is enrolled in the Membership Rewards Programme, your Membership Rewards points Accounts may be able to be linked. If your Membership Rewards points Accounts are connected, any and all Membership Rewards points earned will be recorded in the Linked Membership Rewards Account. Any reference to your Membership Rewards points Account in these Terms and Conditions shall also mean Linked Membership Rewards Account, where applicable. These Terms and Conditions are separate from the terms and conditions of any other American Express card you hold and the terms and conditions that apply to the membership rewards programme connected to any such card. We may de-link your Membership Rewards points Accounts at any time.</p> <p>You cannot link your Membership Rewards points Account to a Membership Rewards points Account in the name of another person and your Membership Rewards points cannot be transferred to any other person or a Membership Rewards points Account in the name of another person.</p>
<b>How to find information about your Membership Rewards points</b>	<p>Your monthly Corporate Card Account statement will include details of the number of Membership Rewards points you have earned and spent during the statement period and your Membership Rewards points balance at the end of that period. You can also see this information on our Online Service.</p>
<b>When you will not earn Membership Rewards points</b>	<p>We may at any time suspend your Membership Rewards Programme Account and/or your ability to earn Membership Rewards points.</p> <p>You will not earn Membership Rewards points on interest, fees, balance transfers, cash advances and cash withdrawals (if permitted under your Card Account Agreement) including transactions treated as cash, for example, loading money onto prepaid cards or purchasing foreign currency, or for any charges on your Card that we generally designate as excluded from earning Membership Rewards points from time to time.</p> <p>You will not earn Membership Rewards points on any credits that are posted to your Account.</p>

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You may not be able to earn Membership Rewards points where you or Your Company are behind in making payment on your Corporate Card Account. You will be able start earning Membership Rewards points again once your Corporate Card Account is up to date.

You may not be able to earn Membership Rewards points if your Corporate Card Account is suspended by us because you have breached the terms of your Card Account Agreement.

You may not be able to earn Membership Rewards points if we suspect or are aware of any criminal activity, abuse, unauthorised use, improper use and/or fraudulent use by you, or in which you have been involved, relating to your Card or the Membership Rewards Programme, including but not limited to, breach of these Terms and Conditions.

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**Losing your Membership Rewards points**

If you or Your Company are late in making a payment on your Corporate Card Account, you may lose any Membership Rewards points you have earned in relation to that statement period.

If Membership Rewards points were earned on a charge to which at a later date is refunded or a related credit is posted to your Account, your Membership Rewards Programme Account will be reduced by the amount of the Membership Rewards points that would have been earned on the corresponding charge or by the amount credited. If you have insufficient Membership Rewards points in your Membership Rewards Programme Account to cover the reduction, a partial deduction may be made and/or the Membership Rewards points may be deducted from Membership Rewards points issued at a later date.

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

You will lose your Membership Rewards points if your Corporate Card Account is closed by us because of a breach of these Terms and Conditions, breach of your Card Account Agreement or any breach of any terms and conditions between us and Your Company.

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**Redeeming Membership Rewards points**

**How you redeem Membership Rewards points**

We will inform you from time to time of the rewards in relation to which you can redeem your Membership Rewards points and the redemption methods you can use. The rewards and redemption methods available to you at any time will be shown on our Online Service. Membership Rewards points may only be redeemed via the methods set out by us and in accordance with instructions provided by us from time to time. The types of redemption options available are subject to change and, in some cases, are provided by a third party. Additional terms and conditions may apply to redemption methods and you can find these on our Online Service. By proceeding with a redemption option you agree to be bound by the additional terms and conditions that apply to that redemption option.

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

We will tell you what the conversion rate is when you ask to redeem your Membership Rewards points. Different conversion rates may apply to different rewards and the rate at which we convert Membership Rewards points may change from time to time.

We may contact you about promotional conversion rates or other forms of promotion relating to the redemption of Membership Rewards points.

Minimum redemption thresholds may apply, which means that in some circumstances you will need to redeem a minimum number of Membership Rewards points.

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**Eligible transactions**

You can also use your Membership Rewards points to apply a credit to your Corporate Card Account against certain fees or purchases that we confirm are eligible.

You can find out which of your transactions are eligible by visiting our Online Service.

We will debit your Membership Rewards points Account with the required number of Membership Rewards points and credit your Corporate Card Account with the corresponding amount for each transaction. The credit will usually appear on your Corporate Card Account about three (3) days later. If you have a Linked Card Account, the credit will be applied to the account you have selected.

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**Pay with points**

You may be able to use your Membership Rewards points to make purchases on a third party websites.

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	<p>You will know when you can pay for a purchase online using your Membership Rewards points as an option will come up at checkout to allow you to do so.</p> <p>Where you are able to pay for a purchase using your Membership Rewards points, the transaction may at first be charged to your Corporate Card Account as a normal purchase. If so, we will debit the Membership Rewards points from your Membership Rewards points Account and credit your Corporate Card Account with the correct amount. If the Membership Rewards points redeemed do not cover the entire amount of the purchase, the outstanding balance of the purchase price will stay on your Corporate Card Account.</p> <p>Additional third party terms and conditions will apply to transactions where you pay with your Membership Rewards points on a third party website. These will be made available to you by the third party during the online sales journey.</p>
<b>Gift cards and e-codes</b>	<p>You can redeem Membership Rewards points for gift cards or e-codes as set out on the Online Service. Gift cards and e-codes redemptions are subject to additional third party terms and conditions. These will be made available to you by the third party during the online sales journey.</p> <p>If you ask for a refund of a gift card or e-code which you have purchased using Membership Rewards 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 Membership Rewards points to your Membership Rewards points Account.</p>
<b>Travel bookings</b>	<p>You can redeem Membership Rewards points for travel booked through American Express Travel. Travel bookings are subject to additional terms and conditions.</p> <p>If you redeem Membership Rewards 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.</p>
<b>Transfer Membership Rewards points to other loyalty programmes or to a Card Account in a different currency</b>	<p><b>Transfer Membership Rewards points to other loyalty programmes</b></p> <p>You can choose for some or all of your Membership Rewards points to be transferred to a separate account held with a Loyalty Programme Partner. Our Loyalty Programme Partners are subject to change.</p> <p>Membership Rewards points transfers are subject to separate terms and conditions. You can find these on our Online Service. You should always check the Loyalty Programme Partner's terms and conditions before transferring your Membership Rewards points.</p> <p>You can ask us to transfer Membership Rewards points to a Loyalty Programme Partner on our website or by contacting Customer Services. To do this, you must first link your Membership Rewards points Account to the loyalty programme account held in your name with the Loyalty Programme Partner. We will tell you how to do this when you contact us, or you can find out how to do it on our Online Service.</p> <p>We will tell you the conversion rate that will apply when you make the transfer. The Membership Rewards points will be debited from your Membership Rewards points Account and be shown on your Card Account statement.</p> <p><b>Transfer Membership Rewards points to the Membership Rewards points account of another Card Account in a different currency</b></p> <p>If you have another Card Account (as the main Cardmember) under the same name, which is in a different currency, you can transfer Membership Rewards points to your other Card Account. We may require additional information or documentation from you to complete a transfer.</p>
<b>When you will not be able to redeem Membership Rewards points</b>	<p>All rewards are subject to availability.</p> <p>We may at any time suspend your Membership Rewards Programme Account and/or your ability to redeem Membership Rewards points.</p> <p>You cannot redeem Membership Rewards points for cash or use Membership Rewards points to apply a general credit to your Corporate Card Account.</p> <p>You may not be able to redeem Membership Rewards points by way of credit against eligible transactions if you have a credit balance on your Corporate Card Account or any Linked Card Account.</p> <p>You may not be able to redeem Membership Rewards points by way of credit against eligible transactions if a credit will cause your Corporate Card Account or any Linked Card Account to have a credit balance.</p>

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You may not be able to redeem Membership Rewards points where you or Your Company are behind in making payment on your Corporate Card Account. You will be able start redeeming Membership Rewards points again once your Corporate Card Account is up to date.

You may not be able to redeem Membership Rewards points if your Corporate Card Account is suspended or closed by us because you have breached the terms of your Card Account Agreement.

You may not be able to redeem Membership Rewards points if we suspect or are aware of any criminal activity, abuse, unauthorised use, improper use and/or fraudulent use by you, or in which you have been involved, relating to your Card or the Membership Rewards Programme, including but not limited to, breach of these Terms and Conditions.

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## Changes and communications

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<b>Changes to these Terms and Conditions</b>	We may change these Terms and Conditions by giving you thirty (30) days written notice.  If you are not happy with any changes we make you can tell us to end your participation in the Membership Rewards Programme prior to the change coming into effect. You will be deemed to have accepted any changes notified to you if you continue to participate in the Membership Rewards Programme.
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<b>Communicating with you</b>	Communications will be made available to you by post, e-mail, SMS, insertion of the relevant note in your statement (or statement insert) or via our Online Service or through links on webpages accessible via the Online Service or any combination of these and you agree that it is your responsibility to access all such communications. You must maintain a valid mailing address and phone number in our records for your Account. You also agree that we may communicate with you via Your Company by post, e-mail, SMS, insertion of the relevant note in the statement (or statement insert) or via the Online Service (or through links on webpages accessible via the Online Service) that we may establish from time to time, in which case a communication to Your Company about the Programme, Membership Rewards points Account or these Terms and Conditions will be deemed to be a notification from us to you.
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You must keep us up to date with your name, e-mail addresses, postal mailing address and phone numbers and other contact details for delivering communications under these Terms and Conditions. We shall not be responsible for any fees or charges or any other damage suffered by you, if you fail to inform us about any changes to such contact details.

All electronic Communications that we provide will be deemed to be received on the day that we send the notification e-mail or post the communication online even if you do not access the communication on that day.

If we have been unable to deliver any communication or a communication has been returned after attempting to deliver it via an address or telephone number previously advised to us by you or Your Company, we will consider you to be in material breach of these Terms and Conditions and may stop attempting to send you communications until we receive accurate contact information. Our action or inaction does not limit your obligations under these Terms and Conditions. All deliveries to the address most recently stated to us are considered to have been delivered to you.

Your Company may provide us with your contact details including your telephone number(s), e-mail and home address for the purposes of managing your participation in the Membership Rewards Programme.

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## Ceasing to participate in the Membership Rewards Programme

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<b>Ending your participation in the Membership Rewards Programme</b>	You can end your participation in the Membership Rewards Programme at any time by contacting us.  Your participation in the Membership Rewards Programme will automatically come to end if your Corporate Card Account is closed.
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<b>Removing you from the Membership Rewards Programme</b>	We will cancel your participation in the Membership Rewards Programme if you, Your Company or we close your Corporate Card Account or Your Company ends its participation in the Membership Rewards Programme.
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We may terminate these Terms and Conditions with immediate effect and cancel your participation in the Membership Rewards Programme if you breach these Terms and Conditions, breach of your Card Account Agreement or breach of any terms and conditions between us and Your Company.

	We may also remove your Account from the Membership Rewards Programme, or end the Membership Rewards Programme, for any reason by giving you at least thirty (30) days' prior notice.
<b>Membership Rewards points and ceasing to participate in the Membership Rewards Programme</b>	<p>If your participation in the Membership Rewards Programme comes to an end for any reason, other than your breach of these Terms and Conditions, breach of your Card Account Agreement or breach of any terms and conditions between us and Your Company, you will have thirty (30) days in which to redeem your Membership Rewards points, unless you have a Linked Card Account.</p> <p>Please see the <i>Losing your Membership Rewards points</i> section above in relation to what happens to your Membership Rewards points when there is a breach of these Terms and Conditions, breach of your Card Account Agreement or breach of any terms and conditions between us and Your Company.</p>
<b>Other important terms</b>	
<b>Security</b>	<p>You must not give your Card number to anyone else, other than us or a third party provider ("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 will never call you and ask for your full Card number.</p> <p>You must not give your physical Card to anyone else except when you need to present your Card to pay for goods or services. We will never ask for your physical Card.</p> <p>You must not share your security details, which are used to verify your identify, 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).</p> <p>You must not share your full Card PIN number or the password for your American Express Online Services with anyone. We will never ask you for this information.</p>
<b>Limitation of Liability</b>	<p>NOTWITHSTANDING ANY OTHER PROVISION HEREOF, IN NO EVENT SHALL WE, OUR DIRECT OR INDIRECT SUBSIDIARIES, CONTROLLED AFFILIATES, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECULATIVE, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR ANY LOST PROFITS OR REVENUES, IN CONNECTION WITH OR ARISING OUT OF THESE TERMS AND CONDITIONS.</p> <p>To the fullest extent of the law, we make no warranties or representations, either express or implied, and expressly disclaim any and all liabilities with respect to type, quality, standard, fitness or suitability for any purpose of rewards or purchases with Membership Rewards points available under the Membership Rewards Programme where provided by a third party. In addition, we are not responsible or liable for any lost, stolen, missing or undelivered rewards or purchases with Membership Rewards points provided by a third party. Any and all claims relating to rewards or purchases with Membership Rewards points provided by a third party should be directed to either the supplier or provider of the reward. Where rewards and purchases with Membership Rewards points are provided by us, our affiliates or our subsidiaries, such rewards and purchases may be subject to additional terms and conditions and any liability we have in respect of such rewards and purchases shall be set out in the additional terms and conditions.</p> <p>Nothing in this Agreement shall limit or exclude any liability (and no limitation or exclusion of liability shall apply to any liability): i) for death or personal injury; ii) for any fraud or fraudulent misrepresentation; and iii) to the extent such limitation or exclusion is not permitted by applicable law.</p>
<b>No Waiver of Our Rights</b>	If we fail to exercise any of our rights under these Terms and Conditions, this will not be considered a waiver of our rights and will not prevent us from exercising them later.
<b>Severability</b>	If any provision of these Terms and Conditions conflicts with any applicable law or regulation, that provision will be deemed to be modified or deleted so as to be consistent with law or regulation. This will not affect the parties' obligations which will continue as amended.
<b>Assignment</b>	<p>We may assign, transfer, sub-contract or sell our rights, benefits or obligations under these Terms and Conditions at any time to any of our affiliates or to an unaffiliated third party. You consent to this and we may do this without giving you notice beforehand.</p> <p>Your rights under these Terms and Conditions and your legal rights will not be affected.</p> <p>If we do so, or intend to do so, you agree that we can give information about you and your Account to the third party or related party.</p> <p>You are not entitled to transfer all or any part of your rights or obligations under these Terms and Conditions to a third party.</p>

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<b>Rights of Third Parties</b>	This Agreement shall be for the benefit of and binding upon both us and you and our and your respective successors and assigns. A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999.
<b>Governing law and Jurisdiction</b>	These Terms and Conditions are governed by the laws of England and the courts of England shall have exclusive jurisdiction over any and all disputes arising out of these Terms and Conditions.
<b>Taxes, duties and exchange control</b>	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 Membership Rewards points you have earned or rewards from which you benefit. VAT (and any other sales tax), where applicable, will be taken into account by us when determining the number of Membership Rewards points required for redemption of a Reward.

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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.