

American Express Charge Card Agreement

Cardmember Agreement: Part 1 of 2

American Express® Charge Card

This Agreement governs your use of your Card and your Account. Your Card allows access to your Account and any Card Benefits provided in connection with the Card. The Card is separate from your Account. You may choose to apply for a Card with certain Card Benefits or to opt for a Card without Card Benefits (called a Basic Card).

Parties			
Issuer:	American Express Services Europe Limited. Registered Office: Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX, UK. Registered in England and Wales with Number 1833139.	Debtor:	The Cardmember

Important information about your Agreement

Fees	
Cardmembership Fee	<p>Depending on the type of Card issued to you, a Cardmembership Fee may be payable which may include a joining fee and/or a periodic fee. The periodic Cardmembership Fee may be payable either on an annual or monthly basis (dependent on the type of Card you have been issued with). Where an annual Cardmembership Fee is payable, it is charged for each membership year and is applied to your Account on your first statement date (or such later date as is notified to you) and the statement date following each membership anniversary. Any joining fee will be payable with the first periodic Cardmembership Fee only.</p> <p>Subject to any promotional offer we may make to you, the amount of the fee is shown in the Cardmembership Fee Schedule provided to you with this Agreement. There is no Cardmembership Fee for a Basic Card.</p> <p>A membership year starts on the date we open your Account on our systems and runs to the day before the next anniversary of membership. The membership year may be changed where there is an Account upgrade or downgrade or where a different Cardmembership Fee becomes payable. In that case, the membership year will run from the date the product or fee change took effect on our systems.</p>
Supplementary Cardmembership Fee	<p>You will be charged a Supplementary Cardmembership Fee for each Supplementary Card we issue at your request beyond any offered free of charge as part of your Card benefits. You can find out whether you are entitled to free Supplementary Cards by calling us using the telephone number on the back of your Card.</p> <p>A Supplementary Cardmembership Fee may be payable either on an annual or monthly basis (dependent on the type of Card you have been issued with) for each Supplementary Card we issue at your request. Where an annual Supplementary Cardmembership Fee is payable, it is charged for each Supplementary Card membership year and is applied to your Account on your first statement date after the Supplementary Card is issued (or such later period as is notified to you) and the statement date following each Supplementary Card membership anniversary.</p> <p>Subject to any promotional offer we may make to you, the amount of the fee is shown in the Cardmembership Fee Schedule provided to you with this Agreement. Supplementary Cards are not available on a Basic Card Account.</p> <p>A Supplementary Card membership year starts on the date we issue the Supplementary Card on our systems and runs to the day before the next anniversary of membership. The membership year may be changed where there is an Account upgrade or downgrade or where a different Cardmembership Fee becomes payable. In that case, the membership year will run from the date the product or fee change took effect on our systems.</p>
Late Payment	£12 is payable if you do not pay the full outstanding balance shown on your statement within 30 days of your

Fee	statement date and again if you have not paid within 60 days of your statement date.
Returned Payment Fee	£12 is payable if any payment to your Account is not honoured by your financial institution when first presented for any reason.
Statement Copy Fee	£2 is payable for each additional copy of a statement you request or if you have enrolled in online statements and you request a paper copy.
Charge Record Copy Fee	£3 is payable for each copy you request of a record relating to charges applied to your Account.
Non-Sterling Transaction Fee	2.99% of the converted Pounds Sterling amount is payable. Please see ' <i>Converting Charges made in a foreign currency</i> ' in Part 2.
Collection Costs	In addition to the fees set out above, you agree to pay all reasonable costs, including legal advisers' fees that we incur in collecting amounts you owe.
Spending Limits	
Setting spending limits	<p>Although generally there is no pre-set spending limit on our charge cards, we may at our discretion decide on and inform you of a temporary or permanent spending limit applicable to your Account, which is the maximum amount which can be outstanding at any time on your Account (including use by any Supplementary Cardmembers). We may do this even if your Account is not in default.</p> <p>You agree to manage your Account so that Transactions billed to your Account do not exceed the spending limit (where applicable).</p>
Repayments	
Making repayments	<p>You must pay the full outstanding balance on your Account each month, as shown on your statement, which should reach us and be credited to your Account by the Payment Due Date (which is also shown on your statement).</p> <p>Credits and refunds to your Account will be treated as payments made by you.</p> <p>If we request, you also agree to pay us any amount by which you have gone over any spending limit immediately or together with your monthly payment due.</p> <p>Further information about how to make payments is set out in Part 2.</p>
Changing the Agreement	
When and how we make changes	<p>Fees</p> <p>We may change the fees payable under this Agreement (including introducing new fees or when or how we calculate or apply fees) for one of the following reasons:</p> <ul style="list-style-type: none"> • to respond proportionately to actual or expected changes to our costs of providing the Account; • if we change the services and benefits included with your Account; • because we reasonably think that your credit risk profile has changed meaning that there is an increased risk that you might not be able to make payments due on your Account; • to maintain an appropriate return from your Account and to ensure that our business maintains a broadly similar level of profitability and competitiveness; • to ensure the fees payable continue to reflect the fair value of the Account which may include aligning our charging arrangements; or • for any other valid reason as long as you are able to end the Agreement without charge. <p>Account services</p> <p>We may change the Account services we provide to you or the way we deliver them if we reasonably consider this would not be to your disadvantage and there is no increased cost to you.</p> <p>Benefits offered with your Account</p>

We may change the benefits offered with your Account (including removing a benefit, substituting new benefits, changing the benefit provider or altering the costs associated with them) provided we reasonably believe the overall benefits associated with your Account represent good value and are competitively priced or for a reason stated under 'All other terms of your Agreement' below.

All other terms of your Agreement

We may change any terms not referred to above for any of these reasons:

- we reasonably consider the change would make the terms easier to understand, fairer to you, or you would not be disadvantaged by it;
- to make reasonable changes to the way we look after your Account as a result of changes in the banking or financial system, technology, or the systems we use;
- as a result of actual or anticipated legal or regulatory requirements;
- to ensure that our business is run prudently; or
- for any other valid reason as long as you are able to end the Agreement without charge.

Notification of changes

We will give you at least two months' advance personal notice of all changes to your Agreement referred to in this section unless the change is not to your disadvantage. In this case, we will give you personal notice but we may make the change more quickly.

If you do not want to continue the Agreement with the change, you can end this Agreement (see '*Ending your Agreement*'), otherwise, you will be deemed to have accepted the changes unless you notify us prior to the date on which the changes will take effect that you do not accept the changes. If we don't hear from you, all changes will take effect as notified for as long as the Agreement remains in existence.

Upgrading and downgrading your Account

You may notify us at any time that you no longer wish to maintain your Card Benefits and would like us to issue you with a Basic Card.

We may make a combination of changes to this Agreement to change the type of Card we issue you with. This may happen if you request a different type of Card, if our assessment of your circumstances means that we believe that you no longer qualify for your current Card or that you now qualify for a different Card.

We will always give you notice of the changes as set out above unless you have told us that you would like to move to a different Card and we choose to provide you with a new Card more quickly.

If you move to a different type of Card, we will adjust the Cardmembership Fee and Supplementary Cardmembership Fee on a pro-rata basis as appropriate to reflect the difference between the fees payable on the old Card and the new Card, adjusting your Account as appropriate.

Some other things you need to know

Business customers only

If you apply for a business Card, we will check the following records about you and your business partners:

- our own records;
- personal and business records at credit reference agencies. They will place a search footprint on your business credit file that may be seen by other lenders. They supply to us both public (including the electoral register) and shared credit and fraud prevention information;
- records at fraud prevention agencies; and
- for directors, credit reference agencies will check that the residential address provided matches the restricted register of directors' usual addresses at Companies House.

When credit reference agencies receive a search from us they will create a record of the name and address of your business and its proprietors if there is not one already.

For the American Express Business Card the Business is jointly and severally liable with you to pay to us

	<p>when due all charges on the Account made by you and any Supplementary Cardmember. This means that we can demand payment of the entire balance owing on an American Express Business Card from you or the Business. Each Supplementary Cardmember is also jointly and severally liable with you and the Business to pay us when due all charges on the Account made by the Supplementary Cardmember. This means that we can demand payment of that part of the outstanding balance which relates to each Supplementary Card from you, the Business or the relevant Supplementary Cardmember.</p>
<p>Your Right to Cancel</p>	<p>Unless you are a business customer, you can cancel this Account within 14 calendar days beginning on the day after you receive your Card.</p> <p>If you would like to cancel please either destroy or return to us all cards and write to us at American Express UK, Cardmember Services, Amex House, Edward Street, Brighton, East Sussex BN88 1AH or call us on the telephone number on the back of your Card confirming that you want to cancel the Account.</p> <p>If you choose to cancel this Account you will, except for any Cardmembership Fees and Supplementary Cardmembership Fees, be liable for any Transactions made on the Account. If you do not cancel, the Account will continue until ended by either one of us.</p>

Cardmember Agreement: Part 2 of 2

How Your American Express Account Works

Introduction

About your Cardmember Agreement

This Agreement is made up of Parts 1 and 2 (**Agreement**).

You can request a further copy of this Agreement free of charge at any time during the term of the Agreement.

Words we use in the Agreement

We, us, and our mean the issuer shown in Part 1. **You and your** mean the person who applied for this Account and for whom we opened the Account and with respect to an American Express Business Card, includes the Business. **Business** means the company, partnership, sole trader, trust or other entity or person whose name appears on an American Express Business Card.

You are the **Cardmember**. You may request a Card for a **Supplementary Cardmember** (see 'About Supplementary Cardmembers'). Reference to **you** and **your** includes, where relevant, reference to Supplementary Cardmembers, but Supplementary Cardmembers do not have any direct contractual obligations to us under this Agreement except in respect of Supplementary Cardmembers on American Express Business Cards – see 'Business customers only' section in Part 1.

Account means any account we maintain in relation to Cards and to which we charge Transactions. **Card** means any Card or other device that we issue to access your Account. **Card Benefits** means additional services and benefits provided in connection with a Card other than a Basic Card, including the relevant Card design (for example, the American Express Gold Card design). A **Transaction** is any amount added to your Account, such as purchases or fees. A **purchase** is a transaction using your Card to acquire goods or services. To **pay** by a certain date means to send your payment so that we receive it and credit it to your Account by that date (see 'About your payments').

About using your Card

Using your Card

You may use your Card, subject to any restrictions set out in this Agreement, to pay for goods and services from merchants who accept the Card.

If permitted by the merchant, you may return to the merchant goods or services obtained using your Card and receive a credit to your Account.

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.

We may issue you with Cards to replace your existing Cards (including different types of Cards). Cards will have an expiry date and you must destroy expired Cards in a way that means they cannot be used (e.g. by cutting them into pieces).

If your Card is cancelled or suspended for any reason, all other Cards issued on your Account may be cancelled or suspended at the same time.

Promise to pay

Subject to the '*Theft, Loss or Misuse of the Card or Account and errors*' section of the Agreement, you promise to pay all Transactions, including:

- Transactions you authorise, even if you do not present your Card or sign for the Transaction;
- Transactions that other people authorise if you let them use your Account; and
- Transactions that Supplementary Cardmembers authorise or permit others to authorise.

Authorising and declining Transactions

You authorise a Transaction when you request a Transaction using your Account by presenting or providing a Card, the Card details or Account details and, if required for the Transaction, entering any Card PIN, password, personal identifiers or following any other set of procedures.

Transactions can be authorised in this way for a single Transaction taking place at the time of authorisation, for a payment to be made at a future date, or for a series of Transactions occurring in the future. Depending upon the terms with the merchant, by authorising Transactions in this way, you may also authorise the merchant to take a Card payment at future times if the original payment failed.

If you did not authorise the Transaction at the time, you can later confirm your authorisation for it.

You can only cancel future dated Transactions, or Transactions that are part of a series, if you cancel them by the end

of the working day before they are due to be processed.

We may decline to authorise a Transaction on reasonable grounds. Reasons we may do this include suspected unauthorised or improper use, fraud, technical difficulties, legal requirements, our assessment of your creditworthiness, if the use of the Card would be prohibited or because certain types of Transactions are not available (including if the Transaction would exceed a Transaction limit of some sort). This may occur even if your Account is not in default. If we do, you will normally be told at the point of sale, but you may not be. In all cases, you can find out about Transactions we have refused or any other restrictions imposed on your Card by checking our website (americanexpress.co.uk) or by calling us on the telephone number on the back of your Card.

We are not responsible for any losses you incur if we do not authorise a Transaction and we are not responsible if any merchant refuses to accept the Card.

Theft, Loss or Misuse of the Card or Account and errors

Keep your Card safe and don't let anyone else use it. This means you must:

- sign the Card (if applicable) and keep the Card in your possession and secure (including using device passcodes where applicable);
- not let others use your Card and regularly check you still have the Card;
- not give your Card, Account details, PIN or other passwords to anyone else other than when you are authorising a Transaction and do not let others see them when you use them;
- choose a PIN or password that is not easy to guess.

You must tell us immediately by calling us on the telephone number on the back of your Card if you suspect:

- a Card has been lost or stolen or not received;
- someone else knows a Card PIN or other security code; or
- your Account or Card is being misused or used without your authorisation, or a Transaction on your Account has not been authorised or has been processed incorrectly.

Once you have told us about any of the above, we will cancel the Card and a replacement Card will be issued.

You will not be responsible for any unauthorised Transactions incurred before you receive the Card which was used.

Your maximum liability for an unauthorised Transaction is £50 unless you or a Supplementary Cardmember:

- allowed someone else to use your Card or Account;
- failed to keep your Card, Account details, PIN or other passwords safe; or
- with intent or gross negligence, failed to comply with these terms and conditions

in which case you may be responsible for all unauthorised Transactions which occur before you tell us you suspect your Account is being misused. If you act dishonestly, you will be responsible for all Transactions.

If you contact us to dispute a Transaction promptly (and no later than 13 months from the date of the Transaction) we will immediately refund or suspend the Transaction, including any applicable charges. We may ask you to confirm in writing that you did not authorise the Transaction. If we later discover that you were not entitled to a refund, we will reapply the Transaction and any applicable charges.

However, if we have a good reason to think that you have acted dishonestly or have acted deliberately or been grossly negligent in failing to keep your Card, Account details, PIN or other passwords safe, we will initiate an inquiry before providing a refund and we may suspend the Transaction. We will complete our investigations as soon as possible and once they are complete we will, if necessary, adjust your Account accordingly.

If there are errors in a Transaction and this is our fault, we will reverse the Transaction and restore your Account. We may then resubmit the correct Transaction.

Transactions for unexpected amounts

If you make a Transaction at a merchant within the European Economic Area and, at the time that you authorised it, you did not know the amount of the Transaction, you can request a refund from us if the amount charged is more than you reasonably expected.

You must request the refund within 8 weeks from the date of the statement on which the Transaction appears.

You will need to provide us with all the information we reasonably ask for and we may provide this information to third parties investigating your claim. We will conclude our investigations within 10 business days of us receiving all required information and either make the refund (normally adjusting your Account) or tell you why we have refused your claim.

About your payments

How to make payments Payments must be made in Pounds Sterling and can be made by any method set out on your statement or any

method we otherwise tell you (following the instructions we give you).

You must make a separate payment for each Account you hold with us. If you send payments together and do not clearly designate the Account to be paid, we may apply payments to any Account.

We will credit payments to your Account as of the day we receive the funds, as long as we receive them within our business hours that day. If we receive it after that time, we will credit the payment as of the day after we receive it.

If your payment does not meet the instructions we give you, there may be a delay in crediting your Account. This may result in Late Payment Fees being applied (see 'Fees'). We may charge your Account for any reasonable costs we incur.

Any time periods for making your payment to us that we may provide are estimates only and are dependent on the payment system and service provider you use to make payment. You must allow sufficient time for us to receive funds by the Payment Due Date. Third parties who send us or process your payment on your behalf are not our agents and their receipt of a payment will not be treated as the time we receive your payment.

If we decide to accept a payment made in a foreign currency, we will choose a rate to convert your payment into Pounds Sterling, unless the law requires us to use a particular rate. We may impose additional charges for converting payments including any currency conversion cost incurred by us.

If we process a late payment, a partial payment or a payment marked with any restrictive language (such as in full and final settlement), that will have no effect on our rights (e.g. to recover the full balance owing) and will not change this Agreement.

Although we may credit your Account with a payment, we reserve the right to reverse the payment if it is returned or dishonoured for any reason.

How we apply payments and credits

We will normally apply payments to your Account in the following order:

- applicable 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;
- charges, such as Transactions, that have appeared on a monthly statement; and
- charges, such as Transactions, that have not yet appeared on your monthly statement.

Other important information

About Supplementary Cardmembers

At your request, we may issue Cards to Supplementary Cardmembers. They do not have accounts with us but they can use your Account subject to the terms of this Agreement.

Supplementary Cardmembers on American Express Business Cards are jointly and severally liable with you and the Business to pay to us when due all charges on the Account made by the Supplementary Cardmember - see 'Business customers only' section in Part 1.

We may limit the number of Supplementary Cardmembers allowed on your Account.

You are responsible for all use of your Account by Supplementary Cardmembers and anyone they allow to use your Account.

You are responsible for ensuring that Supplementary Cardmembers comply with this Agreement, particularly as it deals with using or dealing with a Card or authorising Transactions.

If you have an American Express Business Card any Supplementary Cardmember must be a co-owner, partner, director, committee member or an employee of the business.

If you want to cancel a Supplementary Cardmember's right to use your Account (and cancel their Card) you must tell us and the Supplementary Cardmember's ability to make Transactions will immediately end.

Converting Transactions made in a foreign currency

If you make a Transaction in a foreign currency, it will be converted into Pounds Sterling on the date it is processed (which may be different to the date of the Transaction).

If the Transaction is in U.S. Dollars, it will be converted directly into Pounds Sterling. In all other cases, it will first be converted into U.S. Dollars and then into Pounds Sterling. However, only one Non-Sterling Transaction Fee will be

payable.

Unless a particular rate is required by law, conversion rates will be used which are based on interbank rates selected from customary industry sources on the business day prior to the processing date (called the 'American Express Exchange Rate'). This rate may differ from rates that are in effect on the date of your Transaction. Fluctuations can be significant.

If Transaction amounts are converted by third parties prior to being submitted to us, any conversions made by those third parties will be at rates and may include a commission selected by them.

The American Express Exchange Rate is set daily. Changes in the rate will be applied immediately and without notice to you. The rate is found on our website (americanexpress.co.uk) or you may contact us by telephone or email to obtain the rate.

Ending your Agreement

This Agreement is open ended and has no fixed duration. It will continue until you or we close the Account in accordance with this Agreement.

You may end this Agreement at any time by calling us or writing to us with 30 days' notice.

We may end this Agreement immediately if you are in default (see '*About Default*').

We may also end this Agreement by giving you at least two months' written notice without any explanation being required. We will always follow any legal requirements to provide you with notice before we end the Agreement.

The Agreement will only come to an end once you have paid off all amounts you owe us. Until this time, all of the terms of the Agreement will continue to apply (including our right to change the terms of the Agreement), but you will have no rights under it to use the Account to make Transactions and you will not be entitled to any benefits that are included with it.

When either of us end the Agreement you must:

- on demand pay off all amounts owing on your Account, including those not yet billed;
- destroy all Cards and stop using your Account; and
- inform merchants not to seek to take any further Transactions from your Account.

Any periodic Cardmembership Fee and Supplementary Cardmembership Fee paid in advance in respect of the remaining part of the period in which your Account is closed will be reimbursed pro-rata taking into consideration the length of time until the end of the current period.

Cancelling or suspending your Account

We may:

- immediately cancel or suspend your Account (i.e. permanently or temporarily stop you and/or a Supplementary Cardmember from using your Card or Account to make any Transactions and prevent you from accessing any services offered under this Agreement);
- cancel or suspend any feature on your Account; or
- withdraw or not reissue any Card.

If we do any of these, you must still pay us for all Transactions under the terms of this Agreement. We may also notify merchants that your Account has been cancelled or suspended.

We may do any of these things for security reasons, in the event you default, if we suspect unauthorised, improper and/or fraudulent use, or because there is a significantly increased risk that you will not be able to make payments due on your Account on time (for example, if you die or are made bankrupt). We will normally notify you beforehand or immediately afterwards and may provide you with the reasons.

If your Account is cancelled or suspended, you must not use your Cards and, if cancelled, must destroy them.

We may agree to reinstate your Account after we have stopped you from using it if the reasons we restricted your Account in the first place are no longer present. You can tell us this is the case and request reinstatement via our website (americanexpress.co.uk) or by calling us on the telephone number on the back of your Card. If we do this, we may:

- reinstate any Cards issued on your Account; and
- charge you any applicable Cardmembership Fees and Supplementary Cardmembership Fees.

About default

We may consider your Account to be in default if:

- you seriously or persistently fail to comply with this Agreement;

-
- you provide false or misleading information;
 - steps are taken to make you bankrupt or to make you the subject of any form of debt relief process;
 - you default under another agreement you have with us or an affiliate;
 - you become incapacitated or die; or
 - we have reasonable grounds to believe you are unable or unwilling to pay your debts when due.

Please note that we consider it to be a serious breach if you fail to make a payment in full on time.

Missing payments could mean you have to pay additional charges or costs, your credit rating may be affected making obtaining credit more difficult or expensive, legal action may be taken against you, an application may be made to make you bankrupt, or, if we obtain a charging order, we may obtain an order for sale which could lead to your home being repossessed.

Sending you statements, notices and other communications

We will provide you with or make available to you statements relating to your Account at least once a month if there has been any Account activity.

In addition to payment information, each statement will show all Transactions made using Cards in the statement period, the outstanding balance, the payment due, the Payment Due Date and any American Express Exchange Rate used in the conversion of a foreign currency Transaction and the Non-Sterling Transaction Fee.

Statements might also contain important information about the Card or associated services and benefits (for example, preferred seating or promotional offers available to you as an American Express Cardmember). If you are registered for our online account centre, this information might also be displayed on web pages associated with your online services.

You must always check each statement for accuracy and contact us as soon as possible if you need more information about a Transaction on any statement or if you think that any Transactions were not authorised by you.

We reserve the right to make some Account data available to you on request once a month. If we do, we will notify you in your statement.

If you enrol in online statements or you agree in another way to receive electronic notices from us, you agree that we will send you statements and other notices to the last email address you provided to us, by posting them to your secure website address or by making them available to you in any other lawfully permitted manner.

If you have not enrolled for online statements (and sometimes even if you have) we will send you statements and notices through the U.K. post addressed to you at the latest billing address on our records.

We may stop sending you paper statements, so make sure you regularly check this information and any mail we send to you electronically in the same way you would written mail.

We may send you alerts, important messages and other communications about your Account by email, by SMS or by posting them securely on our website.

'Notices' referred to above includes all notices or information we are required or choose to send you, including about changes to the Agreement. We may send you notices on or together with your statements.

Changing your contact details

You must notify us immediately through our website or by calling us on the telephone number on the back of your Card if you change your name, telephone number, your main residential address and/or country of residence or the mailing address or email address to which we send statements or notices.

If we have been unable to deliver any statements or other communications or these have been returned, we may stop attempting to communicate with you until we receive accurate contact information.

We are not responsible for any failure to receive any communication (including a statement) if we send it to the address you gave us or if we do not send the communication because previous communications have been undeliverable.

If you have more than one Account, you need to notify us separately for each Account.

We may update your contact details if we receive information that they have changed or are incorrect.

Card Benefits, additional services and benefits and other products

For all Cards other than the Basic Card, we may make Card Benefits available to you, including additional services or discretionary benefits associated with your Account and we will communicate with you in relation to these services and benefits. Examples of Card Benefits may include discretionary insurance benefits, assistance services, rewards programs, free Supplementary Cards and merchant offers. The Basic Card does not include Card Benefits. These may be provided under separate contractual agreements and we may change these services or benefits (See '*Changing the Agreement*'). We may receive compensation from additional service providers and our compensation may vary by provider and product.

	<p>We will provide details of these additional services and benefits when you apply for your Card and in other documentation we send to you, such as in welcome packs and communications about your benefits.</p> <p>We or our affiliate group companies may also tell you about other insurance and non-insurance products or services that we think may be of interest to you, but are separate to your Account, in accordance with your marketing preferences.</p> <p>We or our group companies may act on behalf of a provider of any of these products. The products are not sold by us on our behalf and we will not be acting as an agent for you (although they may be sold by our group companies). These are not compulsory products.</p> <p>We or our group companies may receive commission for selling any of these services, benefits or products to you. We or our group companies may also get additional commission when Amex Assurance Company or another group company is the insurer or reinsurer. Commission may influence what products and providers we or our group companies tell you about.</p> <p>If products or services carry a separate fee, this may be charged to your Account.</p> <p>Services and benefits that are provided by third parties are subject to the terms and conditions set by the third party and any dispute must be settled directly with the third party unless you have a legal claim against us.</p>
Contactless payments	Cards issued on your Account may be equipped to enable contactless payments. Contactless payments enable you to make Transactions simply by holding your Card against a Card reader without having the Card swiped or imprinted. We may deactivate contactless payments at any time.
Assigning the Agreement	We may sell, transfer or assign this Agreement and your Account. We may do so at any time without notifying you, unless we are required to notify you by law. You may not sell, assign or transfer your Account or any of your obligations under this Agreement.
Set off	We may, at any time, as a continuous right, without notice or demand, set off against any credit on your Account any amount due by you to us on any other Account (in whatever currency) you have with us, until your liability for the amount owed is fully satisfied and discharged.
Complaints about us	<p>If you have a complaint about your Account or the service you have received, please contact Executive Customer Relations Department at American Express, Department 333, Amex House, Edward Street, Brighton, East Sussex BN88 1AH.</p> <p>If you are unable to resolve your complaint with us and have received a final response from us confirming this and you are not a business customer, you have a right to refer it to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.</p> <p>If you are a business customer you may have a right to refer it to the Financial Ombudsman Service</p> <p>We are authorised and regulated to provide payment services by the Financial Conduct Authority authorisation number: 415532.</p>
Claims against merchants	<p>If you dispute a Transaction with a merchant, 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 are automatically deemed to assign and transfer to us all rights and claims (excluding tort claims, such as negligence) against the merchant.</p> <p>You agree that you will not pursue any claim against the merchant for the credited amount, and you must cooperate with us if we decide to do so.</p>
We do not waive our rights	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.
Language and Governing law	<p>This Agreement and all communications between us concerning this Agreement shall be in English.</p> <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.</p>
Taxes, duties and exchange control	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.
Limitations on our liability	If we break this Agreement, we will not be liable to you for losses and costs caused by abnormal or unforeseeable events, that we cannot reasonably control and which would have been unavoidable despite all reasonable efforts to

prevent the event happening.

Your Personal Information

Privacy Statement

What is this document? This privacy statement describes how American Express collects, uses and shares information about you. If you interact with us online, there is a separate **Online Privacy Statement** available at americanexpress.co.uk that describes how we collect and use information about you in that context, including where online information is combined with personal information which is collected as described in this privacy statement.

Information Collected We will collect information about you (Personal Information) from:

- your Card Account (Account) application form and other forms you provide to us;
- checks at credit reference agencies and fraud prevention agencies including personal and business records;
- you, in order to manage your Account and through the way you use your Account and our other services including transactions made using your Account with merchants or ATM operators;
- surveys and statistical research;
- third parties, such as in marketing lists which we lawfully obtain.

We may also obtain Personal Information from the parties listed in the 'Information Disclosed' section below.

Information Disclosed We may disclose Personal Information (which may include details of goods and/or services you purchase) to:

- companies within the worldwide American Express group of companies (our group), third parties who process transactions submitted by merchants on the American Express network where you use your Card (worldwide);
- parties who distribute the card;
- any other co-branded partner set out in the agreement governing use of your Account;
- any party approved by you;
- our processors and suppliers;
- the providers of services and benefits associated with your Account;
- collection agencies and lawyers for the purpose of collecting debts on your Account;
- parties who accept the Card in payment for goods and/or services purchased by you; and
- anyone to whom we may transfer our contractual rights.

Use of Information We may use Personal Information, including aggregated or combined with other information for any of the following purposes:

Delivering our products and services to you

This will include:

- processing applications for our products including making decisions about whether to approve your application;
- helping us better understand your financial circumstances and behaviour so that we may make decisions about how we manage your Account, such as whether to approve transactions;
- administering and manage your Account including to process transactions you make on your Account;
- communicating with you, including by email and SMS, about any American Express accounts, products, and services which you hold (including for the purpose of servicing and by way of account alerts);
- giving you important information about updated and new features and benefits;
- answering questions and responding to your requests; and
- administering, servicing and managing any benefits or insurance programmes provided alongside your Card.

We may use Personal Information to prepare reports for third party business partners about Account usage. Reports only contain aggregated and anonymised data and we will not disclose any information which identifies you.

Improving our products and services and to conduct research and analysis

This will include:

- learning about you and other customers, including your needs, preferences and behaviours;
- analysing the effectiveness of our ads, promotions and offers;
- conducting testing (when we update our systems), data processing, website administration and information technology systems support and development;
- conducting market research including to give you the opportunity to provide feedback, ratings or reviews of our products and services, and those of our third party business partners, including through transaction experience surveys; and
- producing data analytics, statistical research and reports including on an aggregated basis.

Advertising and marketing our products and services, and those of our third party business partners

This will include any of the following (with your consent, where necessary):

- sending you promotions and offers by email, SMS, direct mail and through telemarketing in accordance with your marketing preferences;
- personalising our communications and offers for you; and
- determining whether you would be interested in new products or services.

We do not provide your contact details to our third party business partners without your consent. However, we may send you offers on their behalf. Keep in mind that, if you take advantage of an offer from a business partner and become their customer, they may independently send communications to you. In this case, you will need to inform them separately if you wish to decline receiving future communications from them.

Managing risks relating to our business, including credit risk, fraud risk and operational risk

This will include:

- making decisions about how we manage specific customers' accounts, such as whether to approve individual transactions;
- developing risk management policies, models and procedures used in the management of customers' accounts and our business generally;
- reporting information to and receiving information from credit reference agencies and fraud management agencies including personal and business records.

Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.

Supplementary Cardmembers	The provisions of this privacy statement also apply to any Supplementary Cardmember(s) approved to use your Account.
----------------------------------	--

Where you have approved the issue of a supplementary card:

- you consent to us disclosing to the Supplementary Cardmember details about the status of your Account including details of transactions, the outstanding balance and details of any overdue payments;
- you consent to the Supplementary Cardmember providing us with personal information about you for additional identity authentication purposes when they contact us in relation to the use of their Card including to activate Cards, to register for online services and to access enhanced and new services as they are introduced; and
- Supplementary Cardmembers will not be permitted to make any alteration to any of your information or details held unless you have provided us with your express consent for them to do so.

Third Party Consents	Where you provide us with information relating to a third party (including Supplementary Cardmembers), or where you purchase goods and/or services on behalf of a third party, you confirm that you have informed and obtained consent, if necessary, of that third party to the processing of his or her information by American Express and third parties as described in this privacy statement. In respect of Supplementary Cardmembers, this may include the use of his or her details for marketing purposes or disclosure for the purposes set out in detail in the Credit Reference Agencies and Fraud Prevention section below.
-----------------------------	--

Marketing	We and other companies within our group may:
------------------	--

- have access to and use information about you and how you use your Account to identify goods and services in which you may be interested;
- market offers to you (by mail, email, telephone, SMS, via the internet or using other electronic means) in relation to goods and services which are similar to any American Express accounts, products, and services which you hold that we think you may be interested in; and
- market other offers to you (by mail, email, telephone, SMS or via the internet) in relation to other products and services that we think you may be interested in.

If you wish to opt-out of receiving marketing from us and other companies within our group at any time, we recommend you go to americanexpress.co.uk, log in, and update your privacy preferences. If you prefer, you can call us using the telephone number on the back of your Card or write to us at the address below in the 'Query or Complaint' part of this privacy statement.

We will also, from time to time, contact you to ensure that the information we hold about your marketing preferences is up to date.

The information used to develop marketing lists may be obtained from:

- the application form;
- transactions made using the Card with merchants; surveys and research (which may involve, where allowed, contacting you by mail, email, telephone, SMS or via the internet); and
- from external sources such as merchants or marketing organisations, to the extent permitted by law.

Credit Reference Agencies and	We will exchange Personal Information with credit reference agencies. We may tell credit reference agencies the current balance on your Account and we may tell them if you do not make payments when due. They will record this
--------------------------------------	--

Fraud Prevention	<p>information on your personal and business credit files (as applicable) and it may be shared with other organisations for the purpose of assessing applications from you, and applications from any other party with a financial association with you, for credit or other facilities, for other risk management purposes and for preventing fraud and tracing debtors.</p> <p>We will carry out credit checks whilst any money is owed by you on your Account (including contacting your bank, building society or any referee approved by you).</p> <p>We will carry out further credit checks, including at credit reference agencies, and analyse Personal Information to assist in managing your Account and to prevent fraud or any other unlawful activity. These credit reference agency searches will not be seen or used by other organisations to assess your ability to obtain credit.</p> <p>If you are a director, we will seek confirmation, from credit reference agencies, that the residential address that you provide is the same as that shown on the restricted register of directors' usual addresses at Companies House. Credit reference agencies will record information on your business and its proprietors and may create a record of the name and address of your business and its proprietors if there is not one already.</p> <p>We will check your details with fraud prevention agencies. If false or inaccurate information is provided by you and we suspect any unlawful activity such as fraud or fraud is identified, this will be recorded, and we may pass details to fraud prevention agencies. Law enforcement agencies may access and use this information.</p> <p>We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:</p> <ul style="list-style-type: none"> • checking details on applications for insurance, credit and credit related or other facilities; • managing credit, credit related accounts or facilities, and insurance policies; • recovering debt; • checking details on applications, proposals and claims for all types of insurance; or • checking details of job applicants and employees.
	<p>We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.</p> <p>You are entitled to access your personal records held by credit and fraud prevention agencies. If you wish to do this, or to receive details of the relevant UK fraud prevention and credit reference agencies, please write to us at the following address and we will supply the names and addresses of the agencies we have used: American Express Services Europe Ltd, New Accounts Dept (OCU), P.O. Box 149, Brighton BN88 1AH. Further information about how your Personal Information may be used by credit reference agencies and fraud prevention agencies is available upon request.</p>
Electronic or telephone communications	<p>If you contact us by any electronic means, we may record the telephone number or internet protocol address, associated with that means of contacting us at the time. You can find additional information about the information that we collect via electronic means in our Online Privacy Statement available at americanexpress.co.uk.</p> <p>We may monitor and/or record your telephone calls to us, or ours to you, either ourselves or by reputable organisations selected by us, to ensure consistent servicing levels (including staff training) and account operation, to assist, where appropriate, in dispute resolution and to assist us in ensuring we comply with our legal obligations.</p>
International Transfer of Data	<p>Personal Information may be:</p> <ul style="list-style-type: none"> • processed outside the UK and EU including in the USA where our main operational data centre is located; and/or • disclosed to or accessed in other countries outside the EU when you travel or make foreign purchases (by mail, email, telephone, or via the internet or other electronic means), and for the purpose of administering your Account. <p>In this case, we will take appropriate steps to ensure the same level of protection for your information in other countries outside the EU, including the USA, where data protection laws may not be as comprehensive as in the EU.</p>
Security	<p>We use advanced technology and well-defined employee practices to help ensure that your information is processed promptly, accurately, completely and securely. The processing of your information will be performed by manual and automated means. In order to maintain the effectiveness and security of these systems, policies and procedures, we may also from time to time process your information for internal testing purposes.</p>
Retention of Information	<p>We keep Personal Information for the purposes described in this privacy statement for as long as is appropriate to fulfil our legal obligations in accordance with applicable law.</p>
Access to your Information	<p>You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your Personal Information please write to us at the address below in the 'Query or Complaint' section of this privacy statement. There may be a small charge for this, as permitted by law.</p>

Correction of Inaccurate Information	of	If you believe that any information we hold about you is incorrect or incomplete you may ask us to correct or remove this information from our records. We recommend that you go to americanexpress.co.uk , log in, and update your personal information. If you prefer, you can write to us at the address below in the 'Query or Complaint' part of this privacy statement. Any information which is found to be incorrect or incomplete will be corrected promptly.
Changes to this privacy statement	to	We may change any provision of this statement at any time. We may inform you of any such change in accordance with the section of the agreement governing use of your Card which deals with changes.
Query or Complaint	or	In the event of any query or complaint in connection with the information we hold about you, please write to American Express Services Europe Limited, Dept. 2007, Amex House, Edward Street, Brighton, East Sussex BN88 1AH.

American Express® Card Benefits

Membership Rewards® Terms and Conditions

Introduction

What is this document? These Terms and Conditions govern the Membership Rewards programme (**Programme**) associated with your card account (**Card Account**). When you sign the agreement for your Card Account, you agree to be bound by these Terms and Conditions.

Enrollment and Fees

Enrollment and Fees If you have a Green Charge Card, for each year that you participate in the Programme, you will be charged an annual fee of £24 including VAT. This 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. You may exit the Programme, and the agreement governed by these Terms and Conditions, at any time. Please see the **What happens if you end your Card Account?** section below in relation to what happens to your points when you exit the Programme.

About earning Points

How you earn Points You earn a set amount of **Points** for each pound of eligible spend 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 'About additional benefits and other products' section of the agreement for your Card Account).

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. 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.

Supplementary Cards issued on your Card Account will also earn Points.

Linked Cards If you have more than one Card (as the main Cardholder) eligible to be enrolled in the Programme, you can ask that they are 'linked' in order that Points earned on all your Cards will go into the same Points Account (**Linked Cards**) provided that they are billed in the same currency.

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

Which Card Account balances do not earn Points? No Points will be earned on:

- interest, fees (including default fees), balance transfers, cash advances (including transactions treated as cash), loading of pre paid cards, American Express Travellers Cheque purchases or foreign exchange transactions; and
- any amounts that are subsequently credited to your Card Account by way of refunds or other types of credits.

About redeeming Points

How do you redeem Points? The rewards and ways to use your Points are subject to change. Those available to you at any time will be shown on our website at membershiprewards.co.uk. We may contact you with other offers from time to time.

You can also call Customer Services on 0845 604 2839. Supplementary Cardholders will not be able to redeem Points on your behalf.

Below we set out the different types of ways that you can generally redeem your Points.

In order to redeem or purchase Points, please visit our website or call Customer Services.

You will be unable to 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, you will be able to redeem Points again.

You can purchase extra Points up to a maximum of 10,000 per year. You must purchase Points in increments of 1,000 Points with a minimum purchase of 1,000 Points. If you want to purchase Points, we will provide the purchase cost when you contact us. We may impose different maximum and minimum purchases from time to time. Once you have asked us to redeem your Points this is non reversible.

Points are not redeemable for cash or a credit to your Card Account, except as set out in these Terms and Conditions.

There may be some addresses (normally overseas) to which certain rewards may not be able to be shipped.

Redeeming Points for goods, gift cards, gift certificates, E- You can redeem Points for goods, gift cards, gift certificates, E-Codes (codes to redeem for goods or services online), including for car rentals and hotels, and contributions to charities of types we make available to you.

Codes and donations to charities	You should check the Terms and Conditions that are given to you with these rewards for important conditions such as expiry dates and any refund policies.
Transferring Points to Point Transfer Programmes	<p>You can opt for some or all of your Points to be added to a separate account with an airline or hotel loyalty programme (called a Point Transfer Programme). You can ask us to transfer Points to your Point Transfer Programme on our website or by contacting Customer Services.</p> <p>To be able to do this, you must first link your Points Account to the Point Transfer 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 membershiprewards.co.uk/travel for more information on transferring Points to Point Transfer Programmes.</p>
Redeeming Points for credit	<p>You can redeem Points for a credit to your Card Account. A Points conversion rate will apply which we will tell you when you contact us to arrange the redemption or you can find it on our website.</p> <p>The credit will appear on your Card Account approximately three days after you have asked us to redeem the Points.</p> <p>You cannot redeem Points for credit if you already have a credit balance on your Card Account or if you are late in making payment on your Card Account.</p> <p>If you redeem Points for credit, you must still pay the amount due on your statement.</p>
TripFlex rewards	<p>The TripFlex rewards option allows you to redeem Points towards Qualified Travel Purchases you have made on your Card Account.</p> <p>A Qualified Travel Purchase is a purchase made with a travel retailer we have designated as a qualifying retailer (such as certain airlines, hotels, car rental companies, cruise lines, travel agencies, tour operators or online travel websites). You can find more details of the TripFlex rewards programme and additional Terms and Conditions which apply on our website.</p> <p>You can redeem Points against the amount on your Card Account, including related taxes, booking fees, airport fees and insurance premiums.</p> <p>You can redeem a minimum of 1,000 Points against some or all of a Qualified Travel Purchase up to three months after making the purchase. Depending on when you redeem the Points, the credit may be applied to your Card Account in a statement period after you made the Qualified Travel Purchase.</p>
Travel bookings	<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> <p>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.</p>
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.
Pay with Points	<p>You may 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.</p> <p>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 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>
When you might lose Points you have earned	
Losing your Points	<p>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 (this may result in a negative Points balance).</p> <p>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.</p>

What happens if you end your Card Account?	<p>If you end your Card Account agreement and there are no other Linked Cards on your Points Account, or if you end these Terms and Conditions, you will have 30 days from the date you request this to redeem your Points. You can also transfer them to another Points Account, including transferring to a Points Account held by someone else (for a fee that we will inform you of at the time). If you do not transfer or redeem your Points within 30 days, they will be forfeited.</p> <p>If you end your Card Account and leave at least one other Linked Card in the Programme open, you will continue to earn Points in your Points Account with those Linked Cards.</p>
---	---

What happens if we cancel or end your Card Account?	<p>If we cancel or end your Card Account in accordance with the Card Account agreement, you will lose the Points that you have earned but not yet redeemed, unless you have another Linked Card in the Programme.</p>
--	---

Other important information

Changes to these Terms and Conditions	<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>
--	---

We will give you at least 30 days' notice. If the change is not to your disadvantage, we will still tell you about it but may make the change sooner.

We will give you notice by statement message, post, email or other form of electronic communication.

Ending these Terms and Conditions	<p>We may end the agreement governed by these Terms and Conditions if we cancel or end your Card Account in accordance with the Card Account agreement.</p>
--	---

We may also end the agreement governed by these Terms and Conditions by giving you at least 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 changing your Card Account to a different product in accordance with the Card Account agreement or replacing these Terms and Conditions with a new set of Terms and Conditions that cover different benefits.

Fraud and Abuse of the Programme	<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>
---	---

Claims against rewards providers	<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>
---	--

Language and governing law	<p>These Terms and Conditions and all communications between us concerning these Terms and Conditions shall be in English.</p>
-----------------------------------	--

These Terms and Conditions and dealings between us before you enter into these Terms and Conditions are governed by the laws of England and the courts of England shall have non-exclusive jurisdiction over us and you.

Taxes, duties and exchange control	<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 you benefit from. VAT (and any other sales tax) will be taken into account by us when determining the number of Points which are required for redemption for a reward.</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 supplier will provide this invoice to us.