

# Terms and conditions

## Credit Card Agreement regulated by the Consumer Credit Act 1974

We will open your account and give you a credit card when you have signed and returned this agreement. The card will have a card scheme logo or logos on it (for example Visa or MasterCard). We can change card schemes in the future but, if we do, the terms of this agreement will stay the same.

### In this agreement:

'We' are Marks & Spencer Financial Services plc, whose registered office is at Kings Meadow, Chester CH99 9FB.

'You' are the Cardholder.

You must tell us immediately if your name, address, telephone number or e-mail address change. The agreement is made up of the key terms and the additional terms.

## Key terms

### How much can you borrow?

You can borrow up to the credit limit. We will confirm your credit limit after we have signed the agreement. If we change it later, we will tell you before we make the change.

### How much do you have to pay each month and when?

We will give you a statement each month showing the minimum payment for that month (we may not give you a statement if you do not need to make any payment).

The minimum payment will be the higher of:

- The sum of (a) interest for the period from the last statement, (b) any default charges, and (c) 1% of the full amount you owe as shown on your monthly statement (not including interest and default charges).
- 2.5% of the full amount you owe as shown on your monthly statement (including interest and charges).
- £5.

For example, if the amount you owe on the statement date is £450 including £15 interest and £12 charges, A will give the highest amount so the minimum payment will be £31.23 (£15 (interest), £12 (charges) and £4.23 (1% of £423)). (B would be £11.25 (2.5% of £450)).

If you owe less than £5, you must pay the full amount you owe (e.g. if you owe £2.50 that will be the minimum payment).

The minimum payment must reach us by the due date shown in your statement. This will be 25 days from your statement date. You can always pay more than the minimum payment to reduce the amount of interest you have to pay. Information about how to make sure payments reach us on time is on the back of the statement.

You must also pay immediately the amount of any missed payments and the amount you owe above the credit limit. If you pay by Direct Debit we will collect these amounts with your minimum payment if you have not paid them already.

You can ask us to collect payments for you (e.g. by Direct Debit). You can choose how much you want to pay each month as long as it is not less than the minimum payment. You must try not to pay into the account more than you owe us. We will refund any credit on your account. We will not normally allow you to spend it.

## How much does it cost to borrow?

### Shopping Plus offer introductory rates and charges

Introductory interest rates or charges will apply for the period set out below if you qualified for them when you applied for the card.

Transaction type	Annual interest rate	Charge	Period
Balance transfer made within 90 days of account opening	0%	2.9% min £5	25 months from the date of transfer
Purchase	0%	N/A	25 months after account opening

### Transfer Plus offer introductory rates and charges

Introductory interest rates or charges will apply for the period set out below if you qualified for them when you applied for the card.

Transaction type	Annual interest rate	Charge	Period
Balance transfer made within 90 days of account opening	0%	0.99% min £5	32 months from the date of transfer
Purchase	0%	N/A	6 months after account opening

We may make other promotional rates and charges available in the future. If we do we'll tell you. We'll also tell you when an introductory or promotional rate is about to end.

### Standard rates and charges

In all other cases (and after the end of an introductory or promotional period) our variable standard rates and charges will apply. These are the current standard rates and charges.

Transaction type	Annual interest rate	Charges added to the account with the transaction
Balance transfer	18.9%	2.9% of each balance transferred (minimum £5)
Purchase	18.9%	0% for a purchase in sterling
Cash or cash related payment	23.9%	2.99% of the cash or payment (minimum £3)

We charge interest from the date each transaction or charge is added to your account until the amount you owe us has been repaid in full. We work out interest on a daily basis and add it to the account on your monthly statement date. If you pay at least the minimum payment each month you will pay off all the interest added to the account that month but, if you don't, we will charge interest on that interest as well as on transactions added to your account.

There are two exceptions to this. We do not charge any interest on default charges. We also do not charge interest on any purchases shown in a statement if you repay the full amount you owe us on that statement date by the next payment due date.

This means that if, for example, you repay in full the amount shown in your July statement by the payment due date in August, we will not charge interest on any purchases added to your account and shown in your July statement. However, even if you don't use your account at all after the July statement date, there may still be 'trailing' interest shown in your August statement. This will be interest we have charged:

- on any cash advances or balance transfers in your July statement (because we always charge interest on cash advances and balance transfers); and
- on any amounts carried over from your June statement.

We also charge interest on trailing interest so even if you pay the trailing interest in full in September we may charge further interest on the account.

#### Non-sterling transaction charges

Transaction type	Charges added to the account with the transaction	Exchange rates for the day the transaction is converted into sterling
Purchase and Cash or cash related payment	2.99% of the transaction in sterling (minimum charge for cash or cash payment £3). These charges are in addition to other charges (for example a cash transaction in Euro will have two charges).	The card schemes use wholesale market rates. You can find the current exchange rates by visiting <a href="http://www.visaeurope.com/making-payments/exchange-rates">www.visaeurope.com/making-payments/exchange-rates</a> or <a href="http://www.mastercard.com/global/currencyconversion">www.mastercard.com/global/currencyconversion</a> .

#### Default charges

Reason	Charge	Added to the account
For paying late	£12	Up to 4 days after the date you should have made the payment
For going over the credit limit (even if we permit it)	£12	When you go over the limit
For payments which are returned unpaid	£12	When your bank tells us it can't make the payment
For enforcing repayment, including legal and tracing costs	Our reasonable costs	When we apply for enforcement

**APR: 18.9% variable**

**Total amount payable £1,316.58**

We do not know when this agreement is made how much you will actually pay, or the cost, because this depends on how much you borrow, how quickly you repay it and whether we make any changes to interest rates or charges or other terms (e.g. if we increase the minimum monthly payment). For this reason, regulations require us to assume when we work out the APR and total amount payable that the credit limit is £1,200, you spend the full amount on a purchase when the account is opened and you repay it, with interest at the standard rate for purchases stated in this agreement, by 12 equal monthly payments.

#### Can we change the cost of borrowing or any other terms?

##### Changes to terms that are personal to you

If we change our view of your ability to repay us because of information we get from credit reference agencies or the way you manage the account (for example because you often pay us or other lenders late), we may change the rates that apply to you (unless we are aware that you're at risk of financial difficulties) and we may reduce your credit limit.

##### Other changes to the credit limit

We can increase your credit limit, but you can tell us if you do not want it. You can also ask us at any time to consider increasing your credit limit, or tell us that you would like a lower credit limit, or that you do not want to receive any future credit limit increases.

##### Changes to rates, charges and other terms for particular reasons (including the terms about how we use Your Information)

We may also:

- increase or decrease rates and charges to take account of an actual, or reasonably expected, change in the interest rates we have to pay for example as a result of a change to the Bank of England Base Rate; or
- increase or decrease our rates and charges and change any other terms to reflect an actual, or reasonably expected, change in our underlying costs or in law or regulation or to our way of doing business, including the introduction of new technology or;
- change any term to reflect any other actual or reasonably expected change that affects us if it is reasonable for us to pass the impact of the change on to you; or
- if you are employed by us, change the interest rates and

charges to our standard rates and charges when your employment ends (except if you retire).

Any change we make will be reasonably proportionate to the impact of the underlying change on us. We will not make changes to cover the same cost twice.

#### Other changes

As this agreement has no fixed end date, we may also change rates and charges and other terms (including the terms about how we use Your Information) for reasons that we cannot predict at the outset.

#### Telling you about changes

At least 30 days before we make any change we will tell you about the change and how it will affect you. We will do this by including a message in your monthly statement, by writing to or emailing you separately or by sending you a mobile message or message using any secure storage facility we provide online.

#### Your rights when we tell you about changes

If you do not want to accept any change we tell you about, you can end the agreement without charge (in fact you can end the agreement at any time). The change will still apply until you have paid everything you owe us. However, if the change is an increase to an interest rate, you can repay what you owe us at the unchanged interest rate if you tell us within 60 days of notice of the increase that you do not want to accept the higher rate.

#### When will the agreement begin and end?

The agreement will begin when we have opened the account linked to your card. The agreement does not have a fixed end date but you and we can end it as explained below. You will normally be able to use the account when we have sent you a card.

#### How can we use information about you?

We set out under "Your Information" the terms that apply to the way we use information about you.

#### Can you change your mind?

You can withdraw from this agreement (without giving any reason) by giving us written notice or calling within 14 days, starting the day after we confirm that we have signed the agreement. To tell us that you want to withdraw, please use the details under [Important Information](#) below.

You must repay the amount you have borrowed within 30 days, starting the day after you tell us that you want to withdraw, with interest at the relevant rate or rates up to the date you repay. If you ask us we will tell you how much interest is payable per day. You can repay by calling us or by visiting one of our branches.

#### Can you make a claim against us where you have a claim against a supplier?

If you purchase any item of goods or services costing between £100 and £30,000.00 using credit under this agreement you may have a right of redress against us as well as the supplier if, for example, the goods fail to arrive or are not of satisfactory quality or the supplier made a representation which you relied on about the goods which was not accurate.

However, if you have a dispute with someone else over a transaction, you must keep making payments to us while you are resolving it.

#### What could happen if you miss payments?

Missing payments could make it more difficult to obtain credit and result in legal action or bankruptcy proceedings to recover any debt owed under this agreement.

### Additional terms

#### 1. WHO CAN USE THE ACCOUNT AND HOW?

1.1 You, and any person you have asked us to give an additional card to, can use the account for the following types of transaction:

- To make a purchase.
- To obtain cash or make a cash related payment (such as buying travellers cheques or foreign currency, placing a bet (or for some other gambling payment), purchasing money orders or transfers made at your request). We will tell you if there is a limit on the amount of cash you can withdraw each day.

(c) To make a balance transfer by asking us to send a payment from your account to reduce or repay an amount you owe to another lender. We do not normally allow you to transfer a balance from another lender in the HSBC Group (we will tell you if this is the case when you ask us to make the payment). You must tell us at least 3 working days before you want us to make a balance transfer.

1.2 We will cancel an additional card when you tell us to. We do not have an agreement with any additional cardholder so we cannot give them any information about the account and you are responsible for use of the account by an additional cardholder, including any use that makes you break this agreement. For example if an additional cardholder makes a payment that takes the amount on the account over the credit limit you will be liable.

## 2. HOW DO YOU AUTHORISE PAYMENTS?

2.1 When you, or an additional cardholder, make a transaction it must be authorised before we can charge it to your account. You or the additional cardholder will need to provide the card or the card number and will be told the additional steps needed to authorise the payment (except for some low value contactless payments). This could be by signing a paper or electronic document, by using the personal identification number (or PIN), biometric data (such as finger print) or other security details we may agree from time to time.

2.2 If the card, card number and PIN, biometric data or other security details have been used we will assume the transaction has been authorised by you or an additional cardholder. You must therefore tell us immediately if you do not recognise a transaction charged to your account and shown in your statement. You and an additional cardholder must not:

- (a) use the card or account for any illegal purpose (or allow anyone else to do so); or
- (b) go over your credit limit.

When working out whether a transaction you want to make is within your credit limit, we take account of transactions which we have already authorised but have not yet charged to the account. For example, if you have £150 left within your credit limit and we give a hotel authorisation for a payment of £100, we may not allow more than £50 to be spent on the account until the authorisation is cancelled.

2.3 If you, or an additional cardholder, allow someone else to use a card or the card number, you will be liable for all transactions they make until you tell us that the card may be misused using the contact details set out below. You will not be liable for (and we will immediately refund) any other transactions not authorised by you or an additional cardholder, including transactions made with the card or card number remotely (for example by the Internet, phone or mail order).

## 3. WHEN WILL WE GIVE REFUNDS FOR PAYMENTS YOU HAVE AUTHORISED?

3.1 If a retailer gives you a refund for a purchase we will only credit it to the account when we receive details from the retailer. Until then we will charge the relevant rate of interest on the purchase.

3.2 Where you, or an additional cardholder, authorise a payment but the amount of the payment is not known (e.g. if the card is used to pay a hotel bill but the amount of the payment is not known until check out) then, if the payment charged to your account is higher than reasonably expected, you can ask us to make a refund of the amount charged to your account, as long as you do this within 8 weeks of the date that the payment was charged to your account. If you do this, we may need to ask you for information to help us find out what happened. If you are entitled to a refund, we will make it within ten days of the date that we have all the information we need to make a decision.

3.3 You can't ask for a refund where you or the additional cardholder gave consent for the transaction directly to us and we or the retailer provided information about the transaction (or made it available) at least four weeks before the payment was made.

3.4 If you give us the wrong details for a balance transfer or cash related transaction, or we can show that the bank we made the payment to did receive it, we won't have to give you a refund but we will help you to recover the money (we may charge a fee to cover our costs).

## 4. CAN YOU STOP PAYMENTS YOU HAVE AUTHORISED?

4.1 You can cancel payments which are due to be made on a future date (for example, if you set up a regular payment) by contacting us by the end of the business day before the payment is due to be made (normally 5pm). You must also contact the retailer to tell them you have cancelled the payment.

4.2 You cannot cancel any other transaction after you or an additional cardholder have authorised it (for example, it's not possible to cancel a cash withdrawal or payment for goods or services provided at the time of payment).

## 5. CAN WE REFUSE TO AUTHORISE A TRANSACTION OR SUSPEND YOUR RIGHT TO USE THE ACCOUNT?

5.1 We may refuse to authorise a transaction and cancel or suspend use of the account and refuse to replace or reissue a card if authorising the transaction would cause a breach of this agreement or put us in breach of any legal requirements that apply to us or we reasonably:

- (a) believe that there is a significantly increased risk that you may not be able to repay the amount you owe us (this could be because of the way you manage this account or other accounts you have with us, information we get from credit reference agencies or us finding that you are bankrupt or have made an arrangement with your creditors);
- (b) suspect fraudulent or unauthorised use of the account;
- (c) consider it necessary for the security of the account or card;
- (d) suspect that you, any additional cardholder or third party has committed or is about to commit a crime or other abuse in connection with use of the card or the account.

You may be asked for further information, including verification of your identity, when we are asked to authorise a transaction.

5.2 We will tell you if we refuse to make a balance transfer but, for other transactions, you will usually find out if we have refused a transaction because you will be asked for payment by another card, cheque or cash. We will tell you why we have refused the transaction (unless the law prevents us) if you call the contact details below.

5.3 We are not responsible if a retailer or supplier refuses to accept your Card.

## 6. HOW DO WE APPLY PAYMENTS?

If the amount you pay in a month is less than the full amount you owe, we will apply the amount you pay in the following order:

- (a) any unpaid arrears or amounts over the credit limit;
- (b) the amount you owe us and shown in your statement;
- (c) any transactions, interest or charges not yet included in a statement.

We will apply your payment first to amounts on your account which we charge at the highest interest rate followed by amounts we charged at lower rates. In each case, interest and charges are paid off first.

If some amounts are charged at the same interest rate, we will apply your payment to the oldest amounts first.

## 7. WHAT STEPS DO YOU NEED TO TAKE TO KEEP YOUR ACCOUNT SECURE?

You must:

- (a) take all reasonable precautions to prevent the account from being used for fraud (when we send a card to you or an additional cardholder we will tell you what precautions you can take, for example not keeping your PIN or passwords with the card or making it easy for someone else to find them);

- (b) tell us immediately using the contact details below if you think the card is lost or stolen or the card number, PIN or security details may be used by someone else or fraudulently (if you find a card you have reported as lost you must destroy it and not use it);
- (c) if we ask, make sure all cards issued on your account are destroyed immediately; and
- (d) co-operate with us and the police to investigate any unauthorised transactions.

## 8. HOW AND WHEN CAN THIS AGREEMENT BE ENDED?

*Ending the agreement on notice*

8.1 You can end this agreement at any time and without charge by giving us notice. We can end the agreement by giving you 2 months' notice in writing. In either case, you (and any additional cardholder) must stop using the account and if we provide any benefits with your card, they will also end. The agreement will continue until you have repaid everything you owe.

*Ending the agreement for breach*

8.2 If:

- (a) you repeatedly fail to pay minimum payments on time or go over your credit limit; or
- (b) we find that any information you provided as part of your application was materially incorrect or misleading; or
- (c) you are declared bankrupt or have similar proceedings taken against you; or
- (d) we reasonably suspect any fraud or other criminal activity in connection with this agreement and/or any other facility or account that you have with us;

we can:

- (i) demand immediate repayment of the amount you owe on the account;
- (ii) disclose information about you and the conduct of your account to licensed credit reference agencies (which would make it more difficult for you to borrow in future);
- (iii) restrict access to credit on other accounts you have with us (such as an overdraft or other credit cards);
- (iv) bring legal action to recover what you owe us (which could include getting a court order giving us the right to payment out of the sale proceeds for your home or other property); and
- (v) require you to pay our reasonable costs and expenses for taking action to obtain payment, including legal costs;

but we will give you advance notice and the opportunity to fix the problem before taking any of these steps (unless the problem cannot be fixed).

8.3 If we choose not to enforce our rights under this agreement at any time, we may enforce them at a later date instead.

## 9. CAN WE TRANSFER OUR RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT?

We may transfer our rights and our obligations under this agreement to a third party, including information about you and how you have managed your account which the third party needs to know. We will tell you if we do this.

## 10. WHAT LAW GOVERNS THIS AGREEMENT?

This agreement and our dealings with you before the agreement is made are governed by the laws of England and Wales. Any dispute can be dealt with by an English or Welsh court unless your address is in:

- (a) Scotland (where it will be dealt with by the courts of Scotland); or
- (b) Northern Ireland (where it will be dealt with by the courts of Northern Ireland).

We will communicate with you at all times in English.

## 11. WHAT HAPPENS IF YOU CANNOT MAKE A PAYMENT OR ACCESS YOUR ACCOUNT?

We will not be liable for any loss due to:

- (a) any failure or delay in providing our service caused by strikes, industrial action, failure of power supplies or computer equipment, or other unusual or unforeseeable causes beyond our reasonable control; or
- (b) a retailer or cash machine not accepting, or retaining, your card, or the way in which this is conveyed to you.

## IMPORTANT INFORMATION

### How to contact us

If you need to update your contact details, ask for information, tell us that you want to withdraw from the agreement or make a complaint please:

- write to Marks & Spencer Financial Services plc, Kings Meadow, Chester CH99 9FB or
- call 0345 900 0900

We and our authorised agents and representatives may record and/or monitor telephone conversations with you and any additional cardholder so that we can maintain our service standards.

### How we'll communicate with you

We'll communicate with you in English.

We may give you notices or other information about your credit card, for example, in your monthly statements (in paper and electronic).

### How can you make a complaint?

If we do not give the standard of service you expect, or if you think we have made a mistake, please let us know so we can investigate, put matters right and take steps to prevent it happening again.

If you are not happy with the way that we deal with your complaint, you may be able to refer your complaint to the Financial Ombudsman Service by writing to Financial Ombudsman Service, Exchange Tower, London E14 9SR, calling 0800 023 4 567 or 0300 123 9 123 or sending an email to [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). You can find out more about the Financial Ombudsman Service on their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## THE DIRECT DEBIT GUARANTEE



The following Direct Debit guarantee applies to customers opting to make credit card repayments by Direct Debit.

- The Guarantee is offered by all banks and building societies that accept instruction to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit M&S Bank will notify you (normally 10 working days) in advance of your account being debited or as otherwise agreed. If you request M&S Bank to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by M&S Bank or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society. If you receive a refund you are not entitled to, you must pay it back when M&S Bank asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify M&S Bank.

### Taxes

You may have to pay other taxes or costs in relation to this agreement that are not imposed by us or paid through us. If we have to pay any tax or duty for providing credit to you, we will charge you the amount of that tax or duty.

### Copies

You may at any time during the term of this Agreement request a copy of this Agreement.

## How we are authorised

M&S Bank is a trading name of Marks & Spencer Financial Services plc and is established and has its registered office at Kings Meadow, Chester, CH99 9FB. We are a financial services organisation and banking institution authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register number is 151427.

You can check these details by visiting the Financial Conduct Authority website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768. The Financial Conduct Authority is the supervisory authority under the Consumer Credit Act 1974. Its address is 25 The North Colonnade, Canary Wharf, London, E14 5HS.

## YOUR INFORMATION

We will not disclose Customer Information to anyone, other than where:

- we are legally required to disclose;
- we have a public duty to disclose;
- our, or a third party's, legitimate business purposes require disclosure;
- the disclosure is made with your consent; or
- it is disclosed as set out in this **"YOUR INFORMATION"** clause.

This **"YOUR INFORMATION"** clause will continue to apply even if this agreement is ended by you or us.

This **"YOUR INFORMATION"** clause takes priority over any conflicting or inconsistent term of any other service or product between you and us.

### Collection of Customer Information

We and any member of the HSBC Group may collect, use and share Customer Information (including information about you, your transactions, your use of our products and Services, and your relationships with the HSBC Group).

Customer Information may be:

- requested by or on behalf of any member of the HSBC Group;
- collected from you directly, from someone acting on your behalf, or from anywhere else eg credit reference agencies or a member of the Marks and Spencer Group;
- combined with other information available to any member of the HSBC Group.

### Use of Customer Information

We will process, transfer and disclose Customer Information:

- to provide Services to you;
- to deal with any of your transactions;
- to meet Compliance Obligations;
- to perform Financial Crime Risk Management Activity;
- to collect any money you owe us;
- to perform credit checks and obtain or provide credit references;
- to enforce or defend the rights of any member of the HSBC Group;
- for the internal operational and administrative requirements of any member of the HSBC Group (including, for example, product development, insurance, audit and credit and risk management);
- managing our relationship with you (including marketing and market research if you agree to them); and
- verifying your identity.

In particular, if you request a quote for an insurance product from an insurance company associated with the HSBC Group, members of the Marks and Spencer Group or other companies approved by Marks and Spencer plc, then we may share with such insurance companies information about your creditworthiness, behavioural score and what products and Services you use, in order for those insurance companies to assess risk and adjust the price of insurance products they may offer to you.

### Sharing Customer Information

By using the Services, you agree that we may transfer and disclose Customer Information to the following recipients globally (who may also use, transfer and disclose that Customer Information for the purposes set out in the "Use of Customer Information" section above):

- to any member of the HSBC Group and anybody who provides services to them or their agents;

- to members of the Marks and Spencer Group (who may additionally use such Customer Information for that group's internal administrative requirements) and anybody who provides services to them or their agents;
- to any Authorities where you have provided us with false or inaccurate information, in response to their requests, in connection with our Compliance Obligations or Financial Crime Risk Management Activity, or where we reasonably suspect Financial Crime;
- to persons acting on your behalf, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, upstream withholding agents, clearing houses and clearing or settlement systems;
- to other financial institutions, fraud prevention agencies, trade associations, credit reference agencies and debt recovery agents;
- to any third party in connection with any reorganisation, sale or acquisition of any member of the HSBC Group's business;
- to any third parties we use to provide banking and card services to you; and
- to third parties for marketing purposes where you have consented to marketing.

The above recipients may be in countries where data protection laws don't provide the same level of protection as the UK. However, whether it is processed in the UK or overseas, Customer Information will be protected by a strict code of secrecy and security which all members of the HSBC Group, their staff and third parties are subject to.

### Your responsibilities

- You must tell us in writing about any changes to Customer Information provided to any member of the HSBC Group within 30 days of the change.
- You must promptly provide any Customer Information requested by any member of the HSBC Group.
- Before you provide any Personal Data or Tax Information about a Connected Person to any member of the HSBC Group, you must first tell them about, and obtain their agreement to, their information being used, transferred and disclosed as set out above. You must also tell them that they can access and correct their information.

You are responsible for complying with your tax obligations (and Connected Persons are responsible for complying with theirs), such as payment of tax and filing of tax returns, in all countries where those obligations arise relating to the opening and use of accounts and Services provided by any member of the HSBC Group. Some countries' tax laws may apply to you even if you do not live there or are not a citizen of that country.

No member of the HSBC Group provides tax advice or is responsible for your tax obligations in any country, including in connection with any accounts or Services provided by any member of the HSBC Group. You should seek independent legal and tax advice.

### What happens if you don't meet your responsibilities

If you:

- do not promptly respond to our requests for Customer Information; or
- do not agree that we can use, transfer or disclose process Customer Information for the purposes set out in this "YOUR INFORMATION" clause (other than for marketing or market research purposes); or
- any member of the HSBC Group suspects Financial Crime, then we may
  - (i) be unable to provide all or part of the Services to you and can end our entire relationship with you;
  - (ii) take necessary steps for any member of the HSBC Group to meet the Compliance Obligations; and/or
  - (iii) block or close your account(s).

If you do not give us Tax Information about you or a Connected Person when we request it, we will have to make our own decision about your tax status. This may result in us or any member of the HSBC Group reporting you to Tax Authorities, withholding any amounts from products or services you have with us and paying those to the appropriate Tax Authority.

## Accessing your information

You can make a written request for a copy of certain personal records we hold about you. The current fee is £10.00 per request from each individual.

## Actions we take to prevent financial crime

We and any member of the HSBC Group may carry out Financial Crime Risk Management Activity. Exceptionally this may result in any member of the HSBC Group delaying or refusing to the processing of a payment or your instructions, or to provide all or part of any new or existing Services to you.

No member of HSBC Group shall be responsible to you or any third party for any loss incurred as a result of any member of the HSBC Group carrying out Financial Crime Risk Management Activity.

## Credit reference and fraud prevention agencies

We may share information with credit reference agencies:

- If you apply for a current account or credit, we may use details of your credit history to assess your ability to meet financial commitments;
- About how you manage any current accounts or borrowing from us; and
- If we make demand for repayment of a debt and you do not either repay the amount owing, or make and keep to acceptable repayment proposals within 28 days (provided there is not a genuine dispute about the amount you owe). This may affect your ability to obtain further credit.

Credit reference agencies record details which will form part of your credit history regardless of whether you proceed with your application for an account or borrowing. If you make several applications within a short period of time this may temporarily affect your ability to obtain credit.

If you make a joint application for a current account or credit, an association linking your financial records with those the other joint applicant(s) will be created by credit reference agencies. The credit history of your 'associates' may be taken into consideration in any future application for credit. This association will remain in place until you file a 'notice of disassociation' with credit reference agencies.

More information is set out in our leaflet "Understanding credit scoring, credit and fraud prevention agencies" available on our website [marksandspencer.com/bank](https://marksandspencer.com/bank), from Branches or by calling 0345 900 0900 (textphone 0345 300 1815). Please also call this number if you want details of the credit reference and fraud prevention agencies we use. Lines are open 24 hours a day, 7 days a week.

## Information we may store on your computer

When you use any device to access HSBC Group websites and apps, information may be stored and accessed on your device:

- to improve your experience;
- to improve the functionality, security and performance of those websites;
- to provide you with marketing;
- to provide us with information about how those websites are used and how you arrive at those websites; and/or
- to ensure that marketing information displayed to you when you use HSBC Group websites is more likely to be relevant and of interest to you.

If you receive emails sent by or on behalf of any member of the HSBC Group, those emails may include technologies to track, for market research purposes, if you open the emails and if you use internet links within the emails. Further information on our cookie policy, website terms and privacy statement can be found on our website.

## Other ways we can use your information

To ensure that we carry out your instructions accurately, to help us improve our service and in the interests of security, we may monitor and/or record your communications with us such as telephone calls and conversations in branches. We may collect, store and analyse recordings of your voice to generate a 'voice print' that's unique to you, and use this voice print to identify you when you call us and to prevent fraud. In the interests of security and preventing crime we may use closed-circuit TV in and around our premises for the monitoring and collection of sound and/or visual images. All recordings remain our sole property.

We may make and keep copies of identification evidence that you provide. If you change your mind about receiving marketing information or about participating in market research you should tell us.

## GLOSSARY

In the "YOUR INFORMATION" section:

"**Authorities**" includes any judicial, administrative, public or regulatory body, any government, any Tax Authority, securities or futures exchange, court, central bank or law enforcement body, or any of their agents with jurisdiction over any part of the HSBC Group;

"**Compliance Obligations**" means obligations of the HSBC Group to comply with: (a) Laws or international guidance and internal policies or procedures, (b) any demand from Authorities or reporting, disclosure or other obligations under Laws, and (c) Laws requiring us to verify the identity of our customers.

"**Connected Person**" means any natural person or legal entity (other than you) whose information (including Personal Data or Tax Information) you provide, or which is provided on your behalf, to any member of the HSBC Group or which is otherwise received by any member of the HSBC Group in connection with the provision of the Services. A Connected Person may include any guarantor, payee or any other persons or entities with whom you have a relationship that is relevant to your relationship with the HSBC Group;

"**Customer Information**" means your Personal Data, confidential information, and/or Tax Information or that of a Connected Person;

"**Financial Crime**" means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or break any Laws relating to these matters;

"**Financial Crime Risk Management Activity**" means any action by us or any member of the HSBC Group to meet Compliance Obligations relating to the detection, investigation and prevention of Financial Crime. This may include (i) screening, intercepting and investigating any communication, application for Services or any payment, whether sent to or by you or on your behalf, (ii) investigating the source of or intended recipient of money, (iii) combining Customer Information with other related information in the possession of the HSBC Group and/or (iv) making further enquiries as to the status of a relevant person or entity, whether they are subject to a sanctions regime or confirming their identity or status;

"**HSBC Group**" and "**any member of the HSBC Group**" means HSBC Holdings plc, and/or any of its affiliates, subsidiaries, associated entities and any of their branches and offices;

"**Laws**" include any local or foreign law, regulation, judgment or court order, voluntary code, sanctions, regime, agreement between any member of the HSBC Group and an Authority, or agreement or treaty between Authorities and applicable to us or a member of the HSBC Group;

"**Marks and Spencer Group**" means Marks and Spencer plc, its subsidiaries, associated and affiliated companies;

"**Personal Data**" means any information relating to an individual from which they can be identified;

"**Services**" includes (a) the opening, maintaining and closing of your accounts with us, (b) providing you with credit facilities and other banking products and services, processing applications, credit and eligibility assessment, and (c) maintaining our overall relationship with you, including marketing services or products to you, market research, insurance, audit and administrative purposes;

"**Tax Authorities**" means UK or foreign tax, revenue or monetary authorities (for example, Her Majesty's Revenue and Customs);

"**Tax Information**" means documentation or information about your tax status;

"**we**", "**us**", "**our**" and "**M&S Bank**" mean Marks & Spencer Financial Services plc of Kings Meadow, Chester, CH99 9FB trading as M&S Bank;

"**you**" and "**your**" mean the account holder, or if the account is in joint names, all account holders.

Please call 0345 900 0900 if you would like to receive this information in an alternative format such as large print, Braille or audio.

Calls may be recorded for security, training and monitoring purposes. 03 numbers are charged at the same rate as a standard 01 or 02 landline number, even when calling from a mobile. Calls to 03 numbers will normally be part of any inclusive minutes provided with phone packages. You should check this with your service provider.

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