M&S BANK

M&S TRAVEL MONEY

Online service terms and conditions

1. Service provider
This section sets out the terms and conditions under which this service is provided by Marks & Spencer Financial Services plc (trading as M&S Bank), a wholly owned subsidiary of HSBC Bank plc. For the avoidance of doubt, all references to "we" or "us" in these terms and conditions shall be to Marks & Spencer Financial Services plc.

The M&S Travel Money online service is available to UK residents, aged 18 or over, for delivery within the United Kingdom only. You must not order money for purposes other than those deemed legitimate which comply with all applicable laws, rules and regulations. Your order submission is your confirmation to us that you are not ordering money for illegal purposes. We reserve the right to refuse orders for any reason at our discretion.

By using this service you agree to be bound by these terms and conditions.

2. Orders
Orders are subject to a minimum value of £100 and a maximum value of £2,500. We reserve the right to amend these minimum and maximum order values at any time at our discretion.

When placing an order you confirm that you are acting on your own behalf and that the information that you provide to us is true and accurate in all respects, that you will not withhold any material information from us, and you will provide us with any information that we may reasonably require. You must provide all the requested information for us to process the order. We may request further information from you should it be required at any time.

We can only accept orders up to a maximum value of £3,500 within any 10 day period, per billing address.

3. Cancellations
Should you wish to cancel your order you can call us on 0800 363484*. If your order has already been despatched we are unable to accept your cancellation. Orders are despatched throughout the day to Royal Mail so unless your cancellation is within a few hours of your order being placed it is unlikely that a cancellation will be accepted.

4. Delivery
Delivery can only be made to the billing address of the M&S Cardholder for security reasons. There is a £5 post and packaging charge for orders with a total value of less than £500. Orders of £500 or more are delivered free.

Your currency will be delivered by Royal Mail Special Delivery Next Day service. We are not responsible for late delivery where Royal Mail has failed to meet its contractual obligations.

Currency must be ordered before 1pm for next working day delivery (orders placed on Friday may not be delivered on Saturday). Orders placed after 1pm, on weekends or bank holidays, are expected to be delivered in 2 working days.

Please be aware that deliveries are not made on bank holidays.

Order acceptance and delivery is subject to authorisation from M&S Bank. Please allow adequate time for delivery before you travel. It is important that you are present to sign and accept delivery of your order. We cannot accept any responsibility for fraudulent acts committed by a third party.

If the main M&S Cardholder's billing address is a location with a centralised reception or any kind of multiple occupancy building, be aware that Royal Mail will deliver to the reception or other delivery point only and not to the cardholder. Therefore, anyone at the reception can sign for and take receipt of the delivery.

We are not responsible for deliveries for which Royal Mail have obtained a signature at your billing address but which you have not received.

5. Payment
You can pay for your order using your M&S Credit, Chargecard or Budgetcard. All details provided must be correct, the card must be your own and the billing address of your card must match the delivery address for your order.

Orders will be processed at the foreign exchange rates quoted on our website at the time of ordering. We do not charge any commission on currency.

Please note that by paying by M&S Credit Card the transaction will be treated as a purchase and not a cash advance. Therefore you will not be charged a cash advance fee.

6. Liability
We will only be liable to you for the direct losses (eg the value of the currency) in relation to each contractual transaction that you incur if we breach our obligations under the terms and conditions. You accept that this is a reasonable pre-estimate of the loss you may suffer resulting from any breach by us of our obligations. All conditions, warranties and remedies imposed or implied by any applicable law are expressly excluded (save for death, personal injury or fraud, our liability shall remain unlimited). We will not be liable to you in contract, tort, or for breach of statutory duty or in any other way in connection with the terms and conditions for any indirect or consequential losses or special damages or for the loss of profit, contracts, business or anticipated savings or any other additional costs that you may incur whether or not such costs, losses or damages were in the contemplation of the parties at the date of the contractual transaction.

Under no circumstance shall we be liable for an act of omission of any third party involved in the payment process or otherwise. All implied terms are excluded to the fullest extent available under the law.

7. Buy back
When you return back to the UK you can change back your unused foreign currency purchased through the M&S Travel Money online service into sterling. We will buy back foreign currency banknotes at the prevailing buy back rate on the date received.

In order to use our buy back service, you must follow all the notes on the 'Buy back' form included in with your foreign currency package. Currency must be returned to us by Royal Mail Special Delivery, to ensure security, and be insured for its full value. Returns are at your risk.

There is no commission on the return of foreign currency notes. We only buy back denominations that we supply.

We do not buy back coins.

Your card account will be credited with the value of the buy back within three working days of receipt. We are only able to refund any monies directly to the M&S Card you used to purchase your currency.

8. Further details
For further details please refer to the M&S Travel Money team on 0800 363484*.

9. Complaints
To register a complaint please contact us in one of the following ways: Use the 'contact us' link on the website, complete the email form and send it to us.

Call us on 0800 363484*.

Write to us at Customer Relations team, M&S Bank, Kings Meadow, Chester, CH99 9FB.

10. Third parties
A person who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 (the Act) to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists or is available under the Act.

11. Governing law
You are contracted with Marks & Spencer Financial Services plc, and agree that English law governs this contract.

*Lines are open 24 hours a day, 7 days a week. Calls may be recorded for security, training and monitoring purposes.

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MSB7186-01/0716/WEB