

M&S CREDIT CARD

Our terms and conditions

Effective from 5 November 2023

M&S
— BANK —

Credit Card Terms and Conditions

Credit Card Agreement regulated by the Consumer Credit Act 1974

Where can you find the terms of our agreement?

This agreement is made up of two parts - the key terms and the additional terms. You'll need to read both parts. The key terms include information on interest rates, repayments, and when we can make changes to the agreement. The additional terms include information on how your account operates, such as information on what happens if things go wrong, authorising payments, and how the agreement can be ended. We also include some other useful information at the end of our agreement, including how we're authorised and how we look after your information.

We ask you to read the terms because they're what you're agreeing to. They'll also be useful to help you understand your account.

Who's the agreement between?

Us (we might also say 'We' in this agreement)	You (the Cardholder)
Marks & Spencer Financial Services plc Kings Meadow, Chester, CH99 9FB	The customer receiving this copy

Keeping your information up-to-date

You must tell us straight away if your contact details change. That could be your name, address, telephone number or email address.

Explaining some of the terms we use

In the agreement, we talk about different types of **'transaction'** you can make using your card account. We explain what they mean in the table below.

Type of transaction	What it means
Purchase	Paying for goods or services
Cash	Taking out cash
Cash related payment	Buying travellers' cheques, foreign currency, purchasing money orders and other similar payments
Balance transfer	Making a payment to another lender to reduce or repay what you owe them
Money transfer	Transferring cash to your bank account

These types of transactions make up your **'transaction balance'**. That also includes interest and charges that apply to any of those transactions, as well as any default charges. But it doesn't include any instalment plan.

Key Terms

How much can you borrow?

The total amount you can borrow on your card is called the 'credit limit'. You can only borrow up to your credit limit – no more.

We'll tell you your credit limit once we've opened your account. If we change it later, we'll tell you before we make the change.

How much does it cost to borrow?

What are our introductory and promotional rates and charges?

When you apply for a card you might be eligible for special rates or charges that apply for a set period – we call these 'introductory rates or charges'.

In the future, we might make other special rates and charges available to you – we call these 'promotional rates or charges'. We'll tell you if we do. We'll also tell you when any of these rates are about to end.

It's important to remember that you'll lose any introductory or promotional rate if you're late making the minimum payment in any month.

What are our standard rates and charges?

For everything else (and after the end of an introductory or promotional period), our variable standard rates and charges will apply. When we say 'variable' we mean amounts that might change from time to time. The current standard rates and charges are shown on the cover letter enclosing your card.

We treat buying foreign currency from an M&S Bureau de Change as a purchase, meaning purchase rates and charges will apply to these transactions (and not rates and charges applicable to cash or cash related payments).

When do we charge interest?

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 each day and add it to the account on your monthly statement date. If you pay at least the minimum payment each month, you'll pay off all the interest added to the account that month but, if you don't, we'll charge interest on that interest as well as on transactions added to your account.

When don't we charge interest?

We won't charge any interest on default charges or instalment plan fees.

We also won't charge interest on any purchases shown in a statement if you repay the full transaction balance by the payment due date. If you have an instalment plan, for that to apply, you'll also need to pay the monthly instalment and fee by the payment due date. But you don't need to pay the rest of the amount you owe on the instalment plan.

Let's look at an example...

You receive your monthly statement in July.

We won't charge interest on any purchases shown in your July statement if you repay the full transaction balance by the payment due date in August. And where you have an instalment plan, you also pay the monthly instalment and fee at the same time.

But please remember that trailing interest can also apply

It's important to remember that even if you don't use your account at all after the July statement date, we'll charge 'trailing' interest in your August statement. We'll do that if you used your card for anything that isn't a purchase (such as a cash withdrawal or balance transfer) before your July statement date. This could also include interest charged 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.

What are our non-sterling transaction charges?

These are charges that apply to any transactions made in a currency that isn't sterling e.g. euros or US dollars:

Transactions they apply to	Charges added to the account with the transaction	Exchange rates for the day the transaction is converted into sterling
Purchases Cash or cash related payments	2.99% of the transaction amount in sterling (rather than the currency of the transaction). The minimum charge is £3 for cash or cash related payments. This is on top of any other charge (for example, a cash transaction in euro will have two charges. A charge for withdrawing cash and a charge for a non-sterling transaction).	The card schemes use market rates. You can find the current exchange rates by visiting mastercard.co.uk/en-gb/personal/get-support/convert-currency.html .

You can find more information about using your card outside the UK, including the costs, by visiting [marksandspencer.com/OverseasPayments](https://www.marksandspencer.com/OverseasPayments).

What are our default charges?

Reason for the charge	Charge	When it's added to the account
You're late making the minimum payment	£12	Up to 4 days after the date you should've made the payment
You're over the credit limit (even if we've allowed you to go over)	£12	When you're first over the limit in any month
A payment is returned unpaid	£12	When your bank tells us it can't make the payment
We need to enforce repayment, including legal and tracing costs	Our reasonable costs	When we apply for enforcement

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

How much do you have to pay?

We'll give you a statement each month showing the minimum payment you'll need to pay for that month. But we may not give you a statement if you don't need to make a payment.

We explain below how we work out the amount of your minimum payment.

If you entered into your agreement with us before 23 March 2011, it'll be the higher of:

A	2.5% of the full amount you owe
B	£5

If you entered into your agreement with us from 23 March 2011 onwards, it'll be the highest amount that we work out from the three options below:

A	The total amount of: a) interest added to the account since your last statement; plus b) any default charges (this is a charge that applies where you've broken the agreement, for example, you pay late); plus c) 1% of the rest of the amount you owe
B	2.5% of the full amount you owe
C	£5

The amount you owe (your transaction balance plus any instalment plan) will be shown in your monthly statement.

If you owe less than £5 you'll need to pay the full amount. So, if you owe £2.50 that'll be the minimum payment.

Let's look at an example...

The full amount you owe is **£450** (including interest and charges). That's made up of:

Amount you borrowed	Interest	Charges
£423	£15	£12

Based on that, your minimum payment would be **A - £31.23** – because that's the highest amount of the three options:

A	B	C
£31.23 That's made up of: <ul style="list-style-type: none">• £15 (interest)• £12 (charges)• £4.23 (1% of £423)	£11.25 That's 2.5% of £450	£5

Don't forget, the minimum payment is just that – the 'minimum'. You can always pay more than that to reduce the amount of interest you have to pay.

You must try not to pay more than you owe us into the account. If you do, we may refund any amount that's a credit on your account (e.g. if you owe us £200 and you pay £220 into the account, we'll refund £20). We won't normally allow you to spend it.

What about if you're on a plan to repay?

We know that life doesn't always go to plan and that sometimes things can happen which make it harder to repay what you owe. If you're having trouble making payments, please talk to us. We'll try to help you find a way to repay things in a more manageable way.

We might also contact you about a plan to repay if you've been in what's known as 'persistent debt' for two 18-month periods in a row. This is to help you repay the amount you owe over a period of up to four years. We explain more about persistent debt later.

If you're on a plan to repay, we'll let you know what you'll need to pay and by when – the minimum payment and the due date.

When do you need to pay?

You'll need to make sure the minimum payment gets to us by the due date shown in your statement. This will normally be 25 days from your statement date. You can find out more information about how to make sure payments get to us on time on the back of the statement.

You can always ask us to collect payments for you by Direct Debit. With a Direct Debit, you can choose how much you want to pay each month as long as it's not less than the minimum payment. You can find out how much we'll collect and when on your monthly statement.

You must also pay straight away:

- the total amount of any missed minimum payments
- anything you owe above the credit limit.

How do you repay with an instalment plan?

How does it work?

We'll tell you if you're eligible for an instalment plan. If you are, you can choose eligible transactions to repay in fixed monthly instalments over a time that you choose. We'll then move those transactions from the transaction balance of the account to your instalment plan.

We don't charge interest on the amount you owe on an instalment plan but we do charge a monthly fee. Before you take out an instalment plan, we'll tell you:

- more information about the plans that are available to you
- the fees that apply
- your monthly instalments.

We won't change the terms that apply to any instalment plan you have on your account.

How much do you have to pay each month if you have an instalment plan?

If you have an instalment plan, you'll find the monthly instalment amount and fee on your monthly statement as well as the minimum monthly payment. You don't have to pay the monthly instalment and fee by the due date in your statement but, if you don't for two months in a row, we'll cancel the instalment plan. We explain more about this later.

By the way, we may reduce your monthly instalment to make sure you don't repay the instalment plan faster than we've agreed.

Let's look at an example...

Let's say the only borrowing on your account is the instalment plan. Here's what you owe:

Transaction balance	£0
Instalment plan	£2,000
Number of monthly instalments	10
Monthly instalment amount	£200

Based on this:

- your minimum payment would be £50 (2.5% of £2,000)
- we'd reduce your monthly instalment to £150 (plus the instalment plan fee)
- you'd still repay £200.

What happens if you miss a monthly instalment payment?

If you don't pay the monthly instalment and fee by the due date in any month, we'll move the amount you haven't paid back to the transaction balance. We'll move it back the day after the due date. Depending on what the transaction was, from that point, interest will be charged at the rates set out in this agreement. For example, if it was a purchase on your card, the standard purchase rate will apply.

How and when can instalment plans be cancelled?

You can cancel an instalment plan at any time by telling us.

We'll cancel the instalment plan if you don't pay the monthly instalment and fee by the due date for two months in a row. So if you don't make these payments for one month, you'll need to pay the amount you've missed plus the amount due the second month to keep the plan. If you don't pay that amount by the due date in your statement, we'll cancel the plan the next day.

When an instalment plan is cancelled, the full amount you owe on the plan will move back to the transaction balance on the account. Depending on what the transaction was, we'll charge interest at the rates set out in this agreement. We'll only charge a fee for the time you've had the plan – we'll refund the rest. For example, if you've had the plan for a third of the month and then it's cancelled, we'll refund the fee for the remaining two thirds.

Can you pay more than your monthly instalment?

Yes. You can always pay more than your monthly instalment. But if you do, any extra amounts will repay the transaction balance (if any) first before reducing your instalment plan.

If you do pay more, you'll still need to make your next monthly instalment on time but the length of your plan may be shorter and your final payment may be lower.

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

Can we change terms that are personal to you?

Sometimes we'll get information from credit reference agencies or about the way you manage your account (for example, where you often pay us or another lender late). Based on that information, we might change our view about whether you can actually repay us. If we do, we may change the rates that apply to you (unless we know that you're at risk of financial difficulties) and we may reduce your credit limit.

What about other changes to the credit limit?

We may change your credit limit in the future. For example, we may tell you that a higher credit limit is available to you. And you can also ask us to think about giving you a higher credit limit.

You can get in touch to tell us how you want to manage your credit limit as well. You can tell us:

- you'd like a lower credit limit;
- you don't want to receive any future credit limit increases; or
- never to increase your credit limit without checking with you first.

And you can change your mind at any time.

A higher credit limit might offer you greater flexibility and be an easier way to meet your financial needs. But it can also mean there's a greater risk that you're borrowing too much. That could cost a lot or take a long time to pay off. You should carefully think about whether you need a higher limit.

How about changes to rates, charges and other terms for particular reasons?

The table below explains when we'll make changes to the rates and charges that apply to you and to any other terms. If we do make a change, we'll make sure it's a proportionate response to a change that's affecting us or that we reasonably think will affect us. For example, we won't make a change to cover the same cost twice.

Reason	Increase or reduce rates and charges	Changes to any other terms
A change in the interest rates we have to pay (or a change we reasonably expect). This could be a change to the Bank of England Base Rate, for example	✓ Yes	✗ No
<ul style="list-style-type: none">• A change in the costs of providing the account• A change in general law or regulation• A change to our business. For example, to the way we manage the account because of new technology	✓ Yes	✓ Yes
Any other change that affects us if it's reasonable for us to pass the effect of that change on to you	✗ No	✓ Yes
You're an employee and your employment ends (but not if you're retiring)	We'll switch you to our standard rates	✗ No

What about other changes?

This agreement doesn't have an agreed end date. As it may last for a long time, we can't predict precisely why we might need to make changes to this agreement when we enter into it with you. That means we may also make changes for reasons that aren't covered here.

How will we tell you about changes?

We'll tell you about the change and how it'll affect you before we make it. We'll do this through a message in your monthly statement, or by writing to or emailing you separately. Or we may send you a mobile message or secure online message.

How much notice we give you depends on the change we're making:

Reducing your credit limit where we have concerns about whether you can repay us	All other changes
7 days	At least 30 days

What are your rights when we tell you about changes?

You're protected from any change we make that you don't want to accept because we'll give you advance notice. This will give you the chance to end our agreement without charge. In fact, you can end the agreement at any time.

The change will still apply until you've repaid everything you owe us. But, if the change is an increase to an interest rate, you can repay what you owe us at the unchanged interest rate. For that to apply, you'll need to tell us within 60 days of notice of the increase that you don't want to accept the higher rate.

When will this agreement begin and end?

This agreement will begin when we've opened the account linked to your card. This agreement doesn't have an agreed end date but either of us can end it as explained below. You'll normally be able to use the account as soon as we've sent you a card.

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

If you buy any products or services that cost between £100 and £30,000 using credit under this agreement, you could have a right to claim against us as well as the seller. That right could apply, for example, if the product you bought didn't arrive or when it did it was faulty or wasn't as the seller described.

But, if you have a dispute with someone else over a transaction, you must keep making payments to us while you're trying to sort it out.

What could happen if you miss payments?

Missing payments could make it more difficult to get credit in future. It could also mean that legal action or bankruptcy proceedings could be taken against you to get back any money you owe under this agreement.

Additional Terms

1. Who can use the account and how?

Your card is only for your personal use. It's not to be used for a business.

You can use the account, as well as any person you've asked us to give an additional card to (we might refer to this person as an 'additional cardholder'). The card can be used to make different types of transaction. For example:

- a) To make a purchase.
- b) To get cash or make a cash related payment. We'll tell you if there's a limit on the amount of cash you can withdraw each day.
- c) If they're available on your account, to send a balance transfer or money transfer.

When will your payments arrive?

A payment you ask us to send normally arrives by the working day after we send it from your credit card account. If it doesn't, you can ask us to contact the receiving bank. We'll ask them to treat the payment as if it had been made on time.

What if there are any additional cardholders?

We don't have an agreement with any additional cardholder so we can't give them any information about the account. That also means you're responsible for the way they use

the account. This includes 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're responsible for that. We'll cancel an additional card when you tell us to.

2. How do you authorise payments?

You, or an additional cardholder, will need to authorise a transaction before we can charge it to your account. To do that, you'll need to use the card or the card number. You'll be told about any extra steps you need to take to authorise the payment. These could include signing a paper or electronic document, using your PIN, biometric data (such as a fingerprint) or other security details we agree you can use. But you won't usually need to do anything else where you're making a low value contactless payment.

If the card, card number and PIN, biometric data or other security details have been used, we'll assume you or the additional cardholder have authorised the transaction. That's why you must tell us straight away if you don't recognise a transaction charged to your account and shown in your statement.

When we're working out if a transaction you want to make is within your credit limit, we'll include transactions we've already authorised but haven't charged to the account. For example, 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 other things using the account until the authorisation is cancelled.

What shouldn't you, or an additional cardholder, do?

You or an additional cardholder mustn't:

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

What transactions are you responsible for?

If you, or an additional cardholder, allow someone else to use a card or the card number, you'll be responsible for any transactions they make. But you'll only be responsible up until you tell us that the card may be misused. You should tell us using the contact details below.

You won't be responsible for any other transactions you or an additional cardholder haven't authorised. That includes transactions made with the card or card number remotely (for example over the Internet, phone or by mail order). We'll refund those straight away.

3. When will we give refunds for payments you've authorised?

If a seller refunds a purchase you've made, we'll only credit it to the account when we receive details from that seller. Until then we'll charge interest on the purchase at the rate that applies to your account.

What about refunding a payment where you didn't agree to the actual amount?

We may be able to refund a payment if you didn't agree the actual amount and it was higher than you reasonably thought it would be. For example, if the card is used to pay a hotel bill but you didn't know the amount of the payment until checkout.

You need to ask us for a refund within eight weeks of the payment being charged to your account. We may ask for more information we reasonably need when we look into it. We may need to look into whether you could've reasonably expected what the actual amount would be. To do this, we take into account how you normally spend and the facts surrounding your purchase. You aren't entitled to a refund if you agreed the payment directly with us. And you aren't entitled if we or the seller made information available to you about the amount at least four weeks before you paid.

Whether we're making a refund or not, we'll let you know what's happening and why. We'll do this within ten days either of your claim date or the date we get information we've asked for.

When won't we give you a refund?

We won't have to give you a refund if you give us the wrong details for a payment or cash related transaction. Or if we can show that the bank we made the payment to received it. If this happens, we'll help you to recover the money but we may charge a fee to cover our costs.

4. Can you stop payments you've authorised?

You can cancel payments you've authorised to be made on a future date, for example, where you've set up a regular payment. You can do this as long as you contact us by the end of the business day before the payment is due to be made (normally 5pm). You'll also need to contact the person you were making the payment to, to tell them you've cancelled it.

You can't cancel any other transaction after it's been authorised. You can't, for example, cancel a cash withdrawal or payment for a product or service you receive at the time you make the payment.

5. Can we refuse to authorise a transaction or suspend your right to use the account?

When we might refuse to authorise a transaction, cancel or suspend use of the account, or refuse to replace or reissue a card

We can do this where we reasonably consider it's necessary for any of the following reasons:

- Authorising a transaction would mean breaking this agreement, or other legal requirements that apply to us.
- We believe there's a significantly increased risk that you won't be able to repay any money you owe us.
- We suspect fraudulent or unauthorised use of the account.
- We believe we have to so we can keep the account or card secure.
- We suspect criminal use of the card or account. Or some other type of abuse. This could be by you, any additional cardholder or a third party.

We won't be responsible if a seller or supplier refuses to accept your card.

When we will refuse to authorise a transaction

We'll do this if we have a reason to believe it's for gambling.

We might also do this where we reasonably believe it'd cause a high risk to you. This could

be because the same or similar types of transactions have been disputed by a lot of customers or we have legal or regulatory concerns about them.

But we won't be responsible if you suffer any loss because we haven't refused a gambling or other high risk transaction. This could be, for example, because it was made offline or we weren't able to identify it as a gambling or risky transaction.

When we can cancel or suspend the use of the account

We can do this where:

- You've been in 'persistent debt' for two 18-month periods in a row. That means you've paid more interest, fees and charges than the amount you've repaid.

Let's look at an example...

When might you pay more in interest, fees and charges than the amount you've repaid?

Total amount you owe	Interest rate	Minimum payment
£2,000	18%	£62
1% of the amount you owe	Interest	Default charges
£20	£30	£12
£20 is what you're actually repaying	You're paying £42 in interest and charges – that's more than you're repaying	

- We've asked you to increase the amount you're repaying and you either haven't been able to or haven't got back to us. Or if it would otherwise be reasonable for us to.

To protect your account, we might ask for some extra information when you ask us to authorise a transaction. For example, proof of identity.

If we refuse to send a payment, we'll tell you. But for other types of transactions, you'll usually find out we've refused to make them because you'll be asked to pay using another card, cheque or cash. You can always call us right away to find out why we've refused a transaction. We'll tell you unless we can't for legal reasons.

6. How do we apply payments?

We apply your payments in a certain order if the amount you pay in a month is less than the full amount you owe. We explain the order in the table below.

Order	What it applies to
1st	To any overdue minimum payments (we call these 'arrears')
2nd	To the minimum payment for that month
3rd	To any monthly instalment (or instalments) and instalment plan fees
4th	To the rest of the transaction balance. You can find that amount in your statement

5th	To any transactions, interest or charges that haven't yet been included in your statement
6th	To any instalment plan balances that are left

In each case we apply payments first to amounts that we charge the highest interest rate on before we apply them to amounts charged at lower rates or zero interest. We always pay off interest and charges first.

Sometimes amounts are charged at the same interest rate. If that's the case, we'll apply your payment to the oldest amounts first. If you have more than one instalment plan we'll apply the payment against them in the order they were added to the account, starting with the plan that has been on the account longest.

7. What happens if there are payments into your account by mistake or fraud?

If...	We...
we pay money into your account by mistake or because of a systems error	will take it back.
we suspect any payment into your account was made by fraud	can remove it without asking.
we're told that a payment wasn't meant for you	will let you know. This may happen if, for example, the person who made the payment used the wrong account number. If you tell us it wasn't a mistake, we won't return it. But when we get in touch, we'll tell you if we're required by law to share all the information about the payment with the bank it came from. This will include your name and address and the payment information. This is so that the person who made the payment can contact you directly.
there's any other situation	will tell you about it. What we'll do then depends on how long ago the payment was made to you. We'll either give you time to show us that it was meant for you before we take it back or we'll ask you to agree first. While this is happening, we'll make sure you can't use the money. We might do this by taking the amount out of your account or by not giving you access to the amount on the account.

8. What steps do you need to take to keep your account secure?

You'll have to play your part to keep your account secure. We've set out below some of the things you'll need to do.

- Take reasonable steps to stop the account from being used for fraud. We'll tell you the steps you can take when we send a card to you or an additional cardholder. That could be not keeping your PIN or passwords with the card or making it easy for someone else to find them.
- Tell us straight away if you think the card is lost or stolen. Or if the card number, PIN or security details might've been used by someone else. Or if you suspect fraud on the account. Our contact details are set out in this agreement. If you find a card you've reported to us as lost, you'll need to destroy it and not use it again.
- If we ask you to destroy any cards, do that straight away.
- If a transaction on your account hasn't been authorised, the police might be involved. We might need to help them and ask you to do this too.

9. What if you want to use a third party provider (TPP)?

What's a TPP?

You may want to use an app or web service with your account. They can do things like let you see information about all your online payment accounts, whoever they're with (it could be banks, building societies or credit card issuers). They can also make payments from those accounts. We call these companies that provide these apps or sites 'third party providers' or 'TPPs'.

If you want to use a TPP, this agreement between us still applies. When you sign up to use TPP services you need to give the TPP your permission for them to do these activities on your account. You should check the information the TPP gives you carefully to make sure they're authorised.

If you give your security details to a TPP, we'll assume that it's you who's allowing us to let them see information about your accounts and to initiate payments. You'll be responsible for any payments made as a result. But if we're aware that an unauthorised third party is using your security details, we'll block access to your accounts.

If you notice a problem with a payment while using a TPP, please contact us right away.

10. How and when can this agreement be ended?

How do you and we end this agreement?

If you want to end this agreement, all you have to do is tell us. You can do this at any time.

If we're ending the agreement, we'll write to tell you two months before we end it.

What happens if you break this agreement?

We might take action if you seriously break the terms of this agreement in the ways listed below or in any other way.

If...	We can...
<ul style="list-style-type: none"> • you don't pay minimum payments on time or you go over your credit limit again and again • you gave us wrong or misleading important information when you applied for the card • you're bankrupt, or have similar proceedings taken against you. Or you enter into a voluntary arrangement with the people you owe money to • we reasonably suspect any fraud or other criminal activity on your part, or on the part of an additional cardholder, even if it's not connected to this agreement • you seriously break the terms of this agreement in any other way 	<ul style="list-style-type: none"> • ask you to repay the full amount you owe on the account straight away. • give information about you and how you've managed your account to licensed credit reference agencies. This may make it more difficult for you to borrow in future. • stop you borrowing on other accounts you have with us. This could include other credit cards. • bring legal action to recover what you owe us. This could include asking a court to order that, if a property you own is sold for any reason, some of the money you get from the sale is used to repay what you owe us. • require you to pay our reasonable costs and expenses for taking action to get payment. This includes legal costs. <p>We'll let you know ahead of time if we're going to do this.</p> <p>We'll also give you the chance to fix the problem before we take any of these steps (unless the problem can't be fixed).</p>

What happens when the agreement ends?

Even where you've asked to end this agreement or we've told you we're ending it, this agreement will continue until you've repaid everything you owe.

You (and any additional cardholder) must stop using the account. If we provide any benefits with your card, they'll also end.

11. How can you contact us?

You may need to contact us, for example, if you need to:

- update your contact details,
- ask for information about early repayment,
- tell us that you want to withdraw from the agreement, or
- make a complaint.

Here are our contact details:

- **Write to us:** Marks & Spencer Financial Services plc, PO Box 3848, Chester, CH1 9FJ
- **Call us:** 0345 900 0900

We can record and/or monitor our phone conversations with you so that we can keep up good service standards. Our agents and other people working on our behalf might need to do that too.

12. How you can make a complaint?

If you have a complaint, we'll do everything we can to sort out the problem. Please contact us using our details in this agreement. We'll look into it, try to put it right and take steps to stop it happening again.

If you still aren't happy, you may be entitled to refer your complaint to the Financial Ombudsman Service. Here are the details to use for the UK:

- **Address:** The Financial Ombudsman Service, Exchange Tower, London, E14 9SR
- **Phone:** 0800 023 4567 or 0300 123 9123
- **Email:** complaint.info@financial-ombudsman.org.uk
- **Website:** financial-ombudsman.org.uk

13. What if we choose not to apply our rights under this agreement?

We can choose not to apply our rights under this agreement. For example, we might give you some extra time to meet one of your responsibilities. Even if we do this, we can still apply our rights in the future.

14. Can we transfer our rights and responsibilities under this agreement?

We can transfer all of our rights and responsibilities under this agreement, and in relation to your account, to someone else. That includes information about how you've managed your account that that person needs to know. We'll tell you if we do this.

You can't transfer any of your rights or responsibilities under this agreement to anyone else.

15. What should you do if your details change?

We'll sometimes need to contact you about your account and your relationship with us. So it's really important that your contact details are correct and up-to-date. If anything changes, you must tell us as soon as you can but always within 30 days. If you don't, we won't be responsible if you don't get information or notices from us.

16. How will we communicate with you?

We'll always communicate with you in English.

How will we contact you?

We'll use the most recent postal or email address, phone and mobile numbers we have for you.

We'll let you know in the quickest and most secure way if we think there's something wrong. This might be a text or a phone call. We'll do this, for example, if there's actual or suspected fraud on your account or threats to your account security.

What other information will we give you?

We may give you notices or other information about your credit card, for example, in your monthly statements. They could be on paper or digital.

If you've given us your mobile phone number or email address, we'll register you for free alerts so we can send you messages about certain activity on your credit card account.

We have to register you for some alerts, but you can opt out of getting other alerts by calling us on 0345 900 0900.

17. What law governs this agreement?

The laws of England and Wales apply to this agreement and our dealings before you opened your account.

If your address is in England or Wales, the courts of England and Wales will deal with any disputes that might happen. But if your address is in Scotland or Northern Ireland, then the courts of those countries will deal with a dispute instead.

18. What happens if you can't make a payment or access your account?

We're not responsible for any losses you may have in situations like the ones below.

- a) Where something's happened that we couldn't predict or that isn't normal. And where it's outside our reasonable control and we couldn't have avoided it even where we used all of our efforts to. For example, industrial action or mechanical failure.
- b) A seller or cash machine doesn't accept your card or they keep it. That also applies to losses because of the way you're told about this.

19. What information do we need from you, and when we can disclose information about you?

You must give us any information we reasonably ask for as soon as possible. If you don't, or we suspect fraudulent or criminal activity of any kind, we'll have to take action. For example, we might:

- a) try to get it from another source; or
- b) block or close your account(s).

Or you might not be able to use some banking services or keep banking with us.

We'll use your information as we explain in our Privacy Notice. Sometimes we'll also give it to others. We explain when we might do this below.

- a) We're required to by law.
- b) To protect ourselves, such as in any court case.
- c) We have a public duty to. For example, we may have to give it to a tax authority in another country.
- d) You agree.

Other information

This is who we are, and how we're authorised

M&S Bank is a trading name of Marks & Spencer Financial Services plc. We are 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's website fca.org.uk or contacting them on 0800 111 6768.

The Financial Conduct Authority is the supervisory authority under the Consumer Credit Act 1974. Its address is 12 Endeavour Square, London, E20 1JN.

Marks & Spencer Financial Services plc is a company incorporated under the laws of England and Wales with company registration number 1772585. Its registered office is at Kings Meadow, Chester, CH99 9FB.

Your tax responsibilities

Taxes or costs may apply to you that aren't charged by us and/or won't be paid through us. If we have to pay any tax or duty for providing credit to you, we'll charge you the amount of that tax or duty.

Your tax responsibilities include things like filing tax returns, paying tax and following any other tax laws or regulations. Your responsibilities depend on where you live, where you do business and some other things.

It's up to you to make sure you follow tax rules. This also applies to 'connected persons' (for example, anyone you send a payment to, who runs your account for you, or is entitled to money in your account(s)).

We can't give you tax or legal advice, so do speak to an independent advisor.

Copies

You can ask us for a copy of this agreement at any time.

Your information and how we look after it

We take your privacy seriously.

How do we use your information?

We'll use your information as we explain in our Privacy Notice. This explains how we:

- collect
- use
- disclose
- transfer; and
- store your information.

It also sets out your rights to your information and when we might need to share it with others.

What happens if we change our Privacy Notice?

We'll always tell you if we make any changes to the Privacy Notice.

Where can you find our Privacy Notice?

At marksandspencer.com/bankprivacynotice. Or you can ask for a copy by calling us.

When will we share your information with someone else?

We'll only do this when we:

- are required by law to share;
- need to protect our own interest (for example, in legal proceedings);
- have a public duty to share (for example, we may have to give it to a tax authority in another country); or
- have your permission.

Using your information for payment services

When you open an account with us, you agree to these terms. So that we can provide payment services to you, you agree that we can access, process, and keep information you give to us. It won't affect any rights and duties either of us have under data protection laws.

You can withdraw your consent by closing your account. If you do this, we'll stop using your information for this purpose, but may continue to process it for other purposes.

Direct Debit Guarantee

The following Direct Debit Guarantee applies if you opt to make credit card repayments by Direct Debit.

- This Guarantee is offered by all banks and building societies that accept instructions 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 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 us.

Accessibility

To find out more about our accessible services, please visit marksandspencer.com/bank.

If you'd like this document in another format such as large print, braille or audio, please contact us on 0345 900 0900.