

M&S CLUB REWARDS

# Terms and conditions

Effective from 11 May 2021

M&S  
BANK

# TERMS AND CONDITIONS

M&S Club Rewards is a package of benefits available to customers while they hold an M&S Credit Card or other M&S Bank product as determined by us. These terms and conditions are separate from and additional to the terms and conditions of the M&S Credit Card, the M&S Loyalty Scheme and any other product terms and conditions in place between you and us.

## GENERAL TERMS

### 1. Eligibility

To be eligible for M&S Club Rewards you must:

- be over 18 years of age;
- hold an M&S Credit Card as the main cardholder or another M&S Bank product as determined by us at the time of offer and be part of the M&S Loyalty Scheme – this scheme allows you to accrue points on your M&S Credit Card, you were provided with the terms on application and you can find them at [marksandspencer.com/bank](https://marksandspencer.com/bank); and
- be a UK resident for the duration of the period in which you hold the product.

### 2. Benefits

With M&S Club Rewards you will receive a range of preferential benefits, offers and discounts. Details of the benefits currently being offered to M&S Club Rewards members will have been notified to you when you applied for M&S Club Rewards (and will be confirmed in your M&S Club Rewards welcome pack).

**As this agreement may last a long time it is likely that we'll need to make changes to some of the benefits we make available to M&S Club Reward members. More information on how and when we may need to make changes is included at clause 7 below.**

### 3. Fee and term

A monthly fee is payable for the M&S Club Rewards package which will have been notified to you before you applied for M&S Club Rewards. This monthly fee will initially be charged to your M&S Credit Card account on the day that you agree to join M&S Club Rewards and then on the same date each month thereafter.

We have the right to change the fee in certain circumstances by advance notice to you as described more fully in clause 7 below. Your M&S Club Rewards membership does not have a fixed term. It will continue until cancelled by you or us.

### 4. Cancellation rights

You have the right to change your mind and cancel your M&S Club Rewards membership within 14 days of receiving your M&S Club Rewards welcome pack. To exercise the right to cancel, you must inform us using a clear statement (e.g. a letter sent by post, email, or calling us on 0345 900 0900). You may use the cancellation form at [marksandspencer.com/bank](https://marksandspencer.com/bank) but do not have to. To meet the cancellation deadline, it is sufficient for you to send your communication before the cancellation period has expired.

If you cancel, this agreement will end and we will refund you in full, including fees you have paid, as soon as we can, and not later than 14 days after the day on which you tell us you want to cancel. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. You will not incur any fees as a result of the reimbursement.

### 5. Termination

You can terminate this agreement at any time. You must contact us via phone or post to terminate. You will not have to pay any further monthly fees after you have paid the fee for the month you close your M&S Club Rewards account. You will still be able to spend any vouchers that have already been provided to you, and you will still be entitled to receive all extra M&S points on purchases made with your M&S Credit Card up until the date of your termination (which will be the day before your next monthly fee would have otherwise been due).

### 6. When we can close M&S Club Rewards

This agreement will end if you no longer hold an M&S Credit Card or other eligible M&S Bank product. You will not have to pay any further monthly fees after you have paid the fee for the month you close your M&S Credit Card or other eligible M&S Bank product.

We can close M&S Club Rewards immediately if, at any time:

- you are, or we reasonably suspect you may be, using or obtaining, or allowing someone else to use or obtain, an account, service or any money illegally;
- your M&S Credit Card is, or we reasonably suspect it is, being used for a fraudulent or illegal purpose;
- you are, or we reasonably suspect you may be, otherwise acting fraudulently;
- you were not or are no longer eligible for M&S Club Rewards;
- we have demanded that you repay the outstanding balance on your M&S Credit Card and you have failed to do so within a reasonable time period;
- your M&S Credit Card is dormant, suspended or blocked and we therefore consider it a risk to the privacy of your personal data to continue providing M&S Club Rewards benefits to the details we have on record for you;
- we reasonably consider that by continuing this contract we may break a law, regulation, code, court order or other duty; or we, or another HSBC Group company (HSBC Holdings plc, its subsidiaries, associated and affiliated companies), may be exposed to action or censure from any government, regulator or law enforcement agency.

We may also terminate this agreement if we have a reason which is not set out above and it is reasonable (or 'valid') for us to do so. To the fullest extent possible, we will give you at least 30 days' advance notice.

## 7. Making changes

As this agreement may last a long time it is likely that we'll need to make changes to our terms (this may include the benefits, offers and discounts made available under the M&S Club Rewards scheme). These may have little impact on you or they may be to your advantage or disadvantage. The changes we can make are either driven by things we don't control or to reflect a change we are making to our business. We will only make changes for these reasons if it's reasonable for us to pass on the impact of that change.

In addition, because we can't know in advance precisely why we might need to make changes to this agreement, we may need to make changes for reasons that aren't covered here.

## Changes we don't control

We may need to make changes for reasons beyond our reasonable control. For example, we may need to respond proportionately to:

- changes in general law or decisions or recommendations made by a court, any regulator or similar organisation or ombudsman we have to follow (e.g., the Financial Ombudsman Service);
- changes in regulatory requirements; and
- new industry guidance and codes of practice.

Due to reasons outside of our control, we may also need to make changes to our normal range of preferential benefits, offers and discounts to ensure that members are able to fully benefit from M&S Club Rewards. By way of example, we may need to substitute drinks vouchers for other types of vouchers of equivalent value (e.g. food or home vouchers) in circumstances where our cafes are required to close in line with ongoing Covid-19 or similar epidemic or pandemic restrictions. Any changes we make in such circumstances will always be limited to the fullest extent possible and aimed to ensure that members do not suffer any significant detriment.

## Changes we do control

We may also need to make reasonable changes to reflect:

- the way in which we manage your membership as a result of changes to technology;
- the systems we use, including introducing new services or facilities or replacing an existing service or facility with a new one; and
- any other business and/or commercial related reasons (for example, to reflect legitimate higher or lower costs in providing the account (including our funding costs)).

We will, however, always try and minimise making such changes to the fullest extent possible.

## Telling you about any changes

### *Changes we don't control*

If we need to make any changes due to reasons outside of our reasonable control, we will notify you as soon as we reasonably can (letting you have details about the changes and, if relevant, how they are likely to impact you) and/or we will update the M&S Club Rewards customer information accordingly. Dependent on the circumstances, these changes may need to be introduced immediately without any notice being provided to you.

### *Minor changes we do control*

If we need to make any minor changes for reasons that we do control, which are unlikely, in our reasonable opinion, to have any material impact and detriment on your membership of M&S Club Rewards, we will notify you as soon as we reasonably can (letting you have details about the changes and if relevant, how they are likely to impact you) and/or we will update the M&S Club Rewards customer information accordingly. Dependent on the circumstances, these changes may need to be introduced immediately without any notice being provided to you.

Minor changes which are unlikely to have a material impact and detriment on your membership of M&S Club Rewards may include, for example, the substitution of benefits, offers and/or discounts for those of generally similar value and/or nature.

### *Significant changes we do control*

If we need to make any significant changes for reasons that we do control, which are more than likely, in our reasonable opinion, to have a material impact and detriment on your membership of M&S Club Rewards, we will tell you personally (letting you have details about the changes and how they are likely to impact you), at least 30 days in advance of such changes being introduced. When advance notice is provided in these circumstances, the change will only take effect at the end of the relevant notice period.

Significant changes which are likely to have a material impact and detriment on your membership of M&S Club Rewards may include, for example, an increase in the monthly costs of M&S Club Rewards or the withdrawal of benefits without such benefits being replaced with a similar benefit of at least equal monetary value.

### **Your rights when we tell you about a change**

Your rights to terminate your agreement with us, as provided for under clause 5 above, will continue to apply when any changes are proposed and/or introduced.

In circumstances where a change is proposed/introduced and you don't tell us that you want to close your M&S Club Rewards account, then we'll assume that you would like to continue with your M&S Club Rewards membership.

## **8. At application**

The agreement between us will start when you receive your M&S Club Rewards welcome pack or the day that we tell you we have accepted your application, whichever comes first.

## **9. Contacting us**

If you have any questions about M&S Club Rewards or would like to make a complaint, then please telephone us on 0345 900 0900, text phone us on 0345 300 1815 or write to us at Cards and Loyalty department, M&S Bank, PO BOX 10573, 51 Saffron Road, Wigston, LE18 9GD.

## **10. Information we need from you and when we can disclose information about you**

If we make a reasonable request for information, you must give it to us as soon as possible. If you don't give it to us, or if we suspect fraudulent or criminal activity of any kind:

- you might not be able to carry on using the services set out in this agreement;
- we might try and get it from another source ourselves; or
- we could stop your use of M&S Club Rewards.

It's up to you to make sure that the information you give us is accurate and up to date. You must tell us as soon as possible if any of your information changes. If you don't, we won't be responsible if you don't get information or notices from us.

We will use your information as explained in our Privacy Notice. We'll give it to others if we're compelled to do so by law, we have a public duty to disclose it, we need to disclose it to protect our own interests (for example in any legal proceedings), or if we have your specific agreement.

## **11. Contacting you**

We will use the contact details we have for you for service and operational reasons; for example, to tell you about changes to these terms. If you are registered for Internet Banking, we may also contact you using a secure e-message.

## **12. Transfers**

We can transfer all our rights in relation to M&S Club Rewards to someone else.

We can transfer all of our obligations in relation to M&S Club Rewards but only to someone we reasonably consider capable of performing them equally as well as us and who is authorised or recognised by the Financial Conduct Authority and/or Prudential Regulation Authority. This will not reduce any of your rights in relation to M&S Club Rewards.

You cannot transfer any of your rights and obligations in relation to M&S Club Rewards, or M&S Club Rewards itself, to anyone else.

### **13. Governing law and language**

These terms are governed by English law and you can bring legal proceedings in respect of these terms in the English courts. If you live in Scotland, you can bring legal proceedings in respect of these terms in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of these terms in either the Northern Irish or the English courts.

The terms are in English and any communications we send to you will be in English.

### **14. Your statutory rights**

We are under a legal duty to supply products that are in conformity with this contract and with reasonable skill and care. Nothing in these terms will reduce your statutory rights. For further information about your rights, contact your local Trading Standards Department or Citizens Advice.

### **15. Complaints and alternative dispute resolution**

A copy of our complaints handling procedure can be found at [marksandspencer.com/complaints](https://marksandspencer.com/complaints). If you have a complaint, please contact us using the details in clause 9. We'll send you a written acknowledgement within five working days and keep you informed of our progress until your complaint has been resolved. We'll do everything we can to sort out the problem.

If you still remain dissatisfied you may be entitled to refer your complaint to the ombudsman service in your country using the contact details set out below.

UK Financial Ombudsman Service, Exchange Tower, London E14 9SR T: 0800 023 4567 or 0300 123 9123

[financial-ombudsman.org.uk](https://financial-ombudsman.org.uk)

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. In relation to an agreement with us, this is the Financial Ombudsman Service and you can contact them directly as per the above contact details. The Financial Ombudsman Service will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.

## M&S CLUB REWARDS FACTSHEET

### Extra M&S points on purchases made with your M&S Credit Card:

- 2 points, in addition to any points you receive under the M&S Loyalty Scheme, for each pound spent at M&S (in store or online) using your M&S Credit Card (other cards including the M&S Chargecard do not qualify);
- 3 points for each pound spent abroad on purchases made in local currency using your M&S Credit Card (other cards including the M&S Chargecard do not qualify).

Extra points do not apply to bonus point offers or promotional points offers on M&S Bank products. Extra points are effective from the date on which we process your application, however, a delay of up to 6 weeks may occur before additional points are added to your account.

Refunded purchases will have any additional points removed. Extra points apply to all qualifying purchases on an account, including purchases by authorised users. For details of qualifying purchases and other information about the M&S Loyalty Scheme, please refer to your separate M&S Loyalty Scheme terms and conditions.

### Free M&S online delivery

For purchases made online at [marksandspencer.com](https://marksandspencer.com) you will be eligible for next day delivery at no extra cost. This will not apply to food, hampers, wine, flowers, furniture and items described as on sale. You need to have a [marksandspencer.com](https://marksandspencer.com) account to enjoy this benefit.

Your account will usually be updated to include next day delivery within 6 working days of you opening both Club Rewards and your [marksandspencer.com](https://marksandspencer.com) account. Your welcome pack will include two one-time promotion codes to use until the benefit is applied to your account. Once set up, each time you order online simply select next/nominated day delivery at checkout, and we'll automatically deduct the cost of delivery when you pay.

Subject to availability and Marks and Spencer next day delivery terms and conditions. Visit [marksandspencer.com/c/help/delivery](https://marksandspencer.com/c/help/delivery) for more information.

### M&S vouchers

Each year, you will receive at least £65 of M&S vouchers for the purchase of clothing and home goods in selected M&S stores and online. The vouchers will be provided throughout the year in amounts of at least £5.

No change or refunds will be given for any unused voucher or part of a voucher. See vouchers for full terms and conditions. Marks and Spencer plc and M&S Bank cannot be held responsible for vouchers lost, stolen or damaged once we have sent them.

### Hot drinks when you visit M&S Café

You will receive a minimum of 32 vouchers per year. You will receive your first vouchers in your welcome pack and subsequent vouchers quarterly. One voucher per hot drink will be accepted. See vouchers for full terms and conditions. Marks and Spencer plc and M&S Bank cannot be held responsible for vouchers lost, stolen or damaged once we have sent them.

### Birthday treat

We'll send you a birthday treat from M&S each year. Your birthday treat will be either delivered to your registered address or sent as a voucher for you to redeem in store or online. The exact gifts and treats will be selected by M&S at the time and may vary between customers. No change or refunds will be given for any unused voucher or part of a voucher. See vouchers for full terms and conditions. Vouchers will be valid until the date stated on each individual voucher. Marks and Spencer plc and M&S Bank cannot be held responsible for vouchers lost, stolen or damaged once we have sent them.

### Extra offers and discounts on both M&S and third party products and services

You may also receive additional offers and discounts compared with customers who do not have M&S Club Rewards.

Individual offers and discounts may be subject to change and withdrawal at any time. Specific terms and conditions may apply to individual offers and will be notified with the offer.

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

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CLUB REWARDS 2021\_2