

M&S PREMIUM CLUB

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Terms and conditions

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TERMS AND CONDITIONS

M&S Premium Club 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. It provides a range of preferential benefits, offers and discounts. 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 Premium Club 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
- be a UK resident for the duration of the period in which you hold the product.

2. Benefits

With M&S Premium Club you will receive:

• Triple M&S points on purchases made with your M&S Credit Card within M&S

You will earn 2 points in addition to any points you receive under the M&S Loyalty Scheme for each pound spent in M&S in store and online using your M&S Credit Card (other cards including the M&S Chargecard do not qualify). Triple points do not apply to bonus point offers, promotional points offers on M&S Bank products or if you already receive triple points through an M&S current account in your name. Triple points are effective from the date on which we process your application; however, a delay of up to 12 days may occur before additional points are added to your account.

Refunded purchases will have any additional points removed. Triple 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.

• M&S vouchers

Each year you will receive £40 of M&S vouchers for the purchase of goods and services in selected M&S stores and online (excluding food, drink, technology, large appliances, ordering services, gift cards and gift vouchers). The vouchers will be provided throughout the year in amounts of at least £10.

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.

• Drinks when you visit M&S Café

You will receive a minimum of 48 vouchers per year. You will receive your first vouchers in your welcome mailing and subsequent vouchers quarterly. The value will be stated on the voucher. Hot drinks above this value can be purchased by paying the difference between the voucher value and the price of your chosen hot drink. One voucher per hot drink will be accepted. 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.

• Treats and delights

As an M&S Premium Club member, we'll send you treats and delights from M&S each year. We will send you a minimum of 5 treats and delights per year, including a gift for your birthday and a Christmas gift, plus 3 other gifts. Gifts will be either delivered to your registered address or sent as a voucher for you to redeem in store. The exact gifts and treats will be selected by M&S at the time and may vary between customers.

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

You will receive additional offers and discounts compared with customers who do not have M&S Premium Club or an M&S Premium Current Account.

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.

3. Fee and term

A monthly fee is payable for the M&S Premium Club package which will have been notified to you before you applied for M&S Premium Club. This monthly fee will initially be charged to your M&S Credit Card account on the day that you agree to join M&S Premium Club 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 Premium Club 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 Premium Club membership within 14 days of receiving your M&S Premium Club welcome pack in the post. To exercise the right to cancel, you must inform us using a clear statement (e.g. a letter sent by post, fax, email, calling us on 0345 900 0900 or visiting a branch). You may use the attached model cancellation form 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, post or in branch 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 Premium Club. You will still be able to spend any vouchers that have already been provided to you.

6. When we can close M&S Premium Club

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 Premium Club 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 Premium Club;
- 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 Premium Club benefits to the details we have on record for you;
- if 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 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. 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. 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 make changes for reasons that aren't covered here.

Changes we don't control

We'll 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;
- new industry guidance and codes of practice; and
- reflect legitimate higher or lower costs in providing the account (including our funding costs).

Changes to our business

We'll make reasonable changes to:

- the way in which we manage your membership as a result of changes to technology; and
- the systems we use, including introducing new services or facilities or replacing an existing service or facility with a new one.

Changes for other reasons

We can also make changes without giving you a reason but we'll always explain the impact of the change when we tell you and you'll be able to end your membership, or end a service that relates to your membership, before the change takes effect without charge.

Telling you about these changes

We'll tell you personally, at least 30 days in advance, if the change is potentially disadvantageous. For other changes, we'll tell you within 30 days of the change.

Your rights when we tell you about a change

If we give advance notice that we're going to make a change to this agreement and you don't tell us that you want to close your account before that change takes place, then we'll assume you've accepted the change and it will take effect automatically at the end of the notice period.

If you tell us that you don't want to accept the change you can end your M&S Premium Club membership without charge.

8. At application

The agreement between us will start when you receive your M&S Premium Club welcome pack in the post 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 Premium Club or would like to make a complaint, then please telephone us on 0345 900 0900, text phone us on 0345 300 1815, write to us at: Cards and Loyalty department, M&S Bank, PO BOX 10573, 51 Saffron Road, Wigston, LE18 9GD or you can call into one of our branches. Please visit marksandspencer.com/bank to find your nearest branch.

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 Premium Club.

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 Premium Club to someone else.

We can transfer all of our obligations in relation to M&S Premium Club 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 Premium Club.

You cannot transfer any of your rights and obligations in relation to M&S Premium Club, or M&S Premium Club 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 bank.marksandspencer.com/explore/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

If you opened your account in the UK online, you may also have the option to refer your complaint to the Financial Ombudsman Service using the Online Dispute Resolution platform. The platform has been established by the European Commission to provide an online tool for consumers to resolve disputes about goods and services purchased online. The platform can be found at <http://ec.europa.eu/consumers/odr/>

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.

CANCELLATION FORM

Please complete in black ink only and return to:
M&S Bank, PO BOX 10565, 51 Saffron Road, Wigston, LE18 9FT

I hereby give notice that I cancel my agreement for membership
to the M&S Premium Club.

Premium Club start date (if known)	
Customer name	
Customer address	
Postcode	
Customer signature	
Date	

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.

M&S Loyalty Scheme is subject to terms and conditions. M&S points cannot be earned on cash advances/withdrawals, balance transfers, interest charges, M&S Travel Money, foreign currency purchases or M&S reward vouchers.

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