

## M&S TRAVEL MONEY

# Online service terms and conditions

### 1. Service provider

This section sets out the terms and conditions under which the home delivery and Reserve & Collect service is provided by Marks & Spencer Financial Services plc (trading as M&S Bank), part of the HSBC Group. 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 ‘home delivery’ 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 the home delivery or Reserve & Collect service you agree to be bound by these terms and conditions.

### 2. Orders

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

Orders for ‘Reserve & Collect’ have no minimum order amount, except for the minimum available denominations, and a maximum order amount of £3,500 sterling equivalent. 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 may contact you should there be any issues with your order. 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 a ‘home delivery’ 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.

Should you wish to cancel a ‘Reserve & Collect’ order you can call the bureau de change store at any time after your reservation has been received. This can be done up until you collect your order.

### 4. Delivery & collection

There is no extra charge for the preparation of ‘Reserve & Collect’ orders at the bureau de change.

‘Reserve & Collect’ orders of euro or US dollars are available for collection the very same day if ordered before 1pm, other currencies are available for collection the next day if ordered before 1pm.

Orders are subject to stock availability. There may be occasions when stock of currencies will not be available within the selected timescales. In this event, we will contact you to confirm when the stock will be available to collect.

When you collect your ‘Reserve & Collect’ order you will be required to produce your order confirmation page or confirmation email.

In addition, you may also be required to produce one of the following forms of identification:

- Passport
- Full English language driving licence
- UK provisional driving licence
- EU national identity card

All photographic ID must be valid, in date and clearly display an expiry date.

Only the person that reserved the order may collect it from our bureau de change.

Orders for ‘home 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 ‘home delivery’ 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.

‘Home delivery’ 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 ‘home deliveries’ are not made on bank holidays.

‘Home delivery’, 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 ‘home delivery’ 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 'home deliveries' for which Royal Mail have obtained a signature at your billing address but which you have not received.

## 5. Payment

Orders placed for all of these services will be rounded up to the nearest suitable denomination. M&S Bank cardholder exchange rates are only available when you pay using your M&S Bank card. There are no extra charges when purchasing M&S Travel Money using your M&S Credit Card, Chargecard or Debit Card.

When buying your 'Reserve & Collect' M&S Travel Money using other credit cards at the M&S Bureau de Change you will be charged our 'standard exchange rates'. A cash advance fee may be charged by your bank or card issuer. Check your card issuer's terms and conditions for details.

'Reserve & Collect' orders will be processed at the foreign exchange rates quoted at our bureau de change, in relation to your card type, at the time of purchasing.

For 'home delivery' you can only pay for your order using your M&S Credit Card, 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.

'Home delivery' 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 or 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

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.

We'll exchange leftover travel money in our bureau de change at the buy-back rate on the day you return it. This includes notes in good condition in any currency or denomination we sell. Retain your receipt as proof of purchase may be required.

Alternatively, you can place any of your foreign money or coins in our CHANGE 4 CHANGE box and we'll donate it to Breast Cancer Now.

For 'home delivery', when you return to the UK you can change back your unused foreign currency purchased in our bureau de change or 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 'home delivery' buy-back service, you must follow all the notes on the 'Buy back' form included with your foreign currency package.

"Home delivery" buy-backs 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. For 'home delivery' returns, your card account will be credited with the value of the transaction within three working days of receipt. We are only able to refund any monies directly to the card you used to purchase your currency.

## 8. Further details

For further details, please contact 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 our 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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