

## M&S TRAVEL MONEY

# Online service terms and conditions

### 1. SERVICE PROVIDER

The 'Click & Collect' and 'home delivery' services are provided by Marks & Spencer Financial Services plc (trading as M&S Bank), part of the HSBC Group. All references to "we" or "us" in these terms and conditions shall be to Marks & Spencer Financial Services plc.

By using the 'Click & Collect' or 'home delivery' services you agree to be bound by these terms and conditions.

The 'Click & Collect' and 'home delivery' travel money services are only available to UK residents, aged 18 or over. The 'home delivery' service is available to M&S Credit Card, Chargecard or Budgetcard holders 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.

### 2. ORDERS

Type of order	Minimum order	Maximum order
Click & Collect	£250	£2,500
Home delivery	£100	£2,500

We reserve the right to amend these minimum and maximum order values at any time at our discretion.

'Click & Collect' and 'home delivery' order acceptance is subject to authorisation from M&S Bank. 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.

### 3. CANCELLATIONS

Should you wish to cancel your order you can call us on 0800 363 484\*. For 'Click & Collect' orders you can also visit an M&S Bureau de Change. You can cancel your order at any time prior to collection or despatch. You will receive a refund of the amount you originally paid for the order, minus a £10 cancellation fee, on to your payment card within 14 calendar days of us confirming your order has been cancelled. If you have already collected your order from your chosen store, we are unable to accept your cancellation. If you change your mind after you have collected your order, you can use our buy-back service which is outlined in clause 7.

'Home delivery' 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.

The value of currency can go up and down due to changes in exchange rates. These changes are outside of our control. In extreme situations, currency market conditions may prevent us from supplying currency to you. In such circumstances we reserve the right to cancel your order. If this happens, we will tell you. If your order is cancelled due to current market conditions, we will refund the amount you originally paid for the order on to your payment card. In this circumstance, we will refund any cash advance charges made by your card issuer on request.

### 4. COLLECTION AND DELIVERY

#### Click & Collect

There is no extra charge for the preparation of 'Click & Collect' orders at your chosen store.

When placing a 'Click & Collect' order, you will be required to provide details from an identification document.

You will need to bring this photographic ID which is in date, with the expiry date clearly showing, when collecting your order. We only accept the following forms of identification:

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

When collecting your order, you will need to produce the payment card used to place your order. The name on the payment card must match the name that is on the identification document used. Only the person that placed the order may collect it.

A 'Click & Collect' order can be placed up to 10 days in advance of the chosen collection date. Orders will need to be collected within 7 days of this date or your order will be cancelled and a cancellation fee will apply. Please see clause 3 for further details.

Day of order	Available for collection
Orders of euro or US dollars made Monday to Sunday (inclusive)	Next working day (including weekends)
Orders of other currencies made Monday to Sunday (inclusive)	Seven working days (including weekends)

Collection of orders is subject to store and bureau opening times. You can view our current opening times on the M&S Bank website at [bank.marksandspencer.com/branch-finder](http://bank.marksandspencer.com/branch-finder)

You will not be able to specify the denomination of notes that you will receive in your order. If you are collecting your order of euro or US dollars from an M&S store without a bureau de change, you will receive your order made up of the following forms of currency packs, depending on the order value:

Euro packs	Contains	US dollar packs	Contains
€50	2x€5, 2x€10, 1x€20	\$100	2x\$5, 2x\$10, 1x\$20, 1x\$50
€200	2x€5, 3x€10, 3x€20, 2x€50	\$250	2x\$5, 2x\$10, 1x\$20, 4x\$50
€500	2x€10, 4x€20, 8x€50	\$500	2x\$5, 2x\$10, 1x\$20, 9x\$50

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.

#### Home delivery

Value of order	Postage and packaging fee	Method of delivery
Less than £500	£5	Royal Mail Special Delivery Next Day Service*
£500 and above	Free	

\*We are not responsible for late delivery where Royal Mail has failed to meet its contractual obligations.

#### Timescales for delivery:

Time of order	When delivered
Orders made before 1pm Monday to Thursday (inclusive)	Next working day
Orders made: <ul style="list-style-type: none"> <li>after 1pm Monday to Thursday</li> <li>Friday, Saturday, Sunday and bank holidays</li> </ul>	Two working days

Orders for 'home delivery' can only be made to the billing address of the M&S cardholder for security reasons. Please allow adequate time for delivery before you travel. It is important that you are present to sign and accept delivery of your order.

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 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 Bank card.

For 'Click & Collect' orders, you can pay for your order using your M&S Credit Card or Debit Card. You can also use most other credit cards and debit cards issued in the UK, Channel Islands and Isle of Man (Mastercard, Visa). When using other credit or debit cards to pay for your 'Click & Collect' order, you will be charged our standard 'Click & Collect' exchange rate. Please see the travel money pages on the M&S Bank website for further information.

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

Please note that if 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. For all other cards, a cash advance fee may be charged by your bank or card issuer. Check your card issuer's terms and conditions for details.

Online orders will be processed at the foreign exchange rates quoted on our website at the time your order is placed, in relation to your card type. For 'Click & Collect' orders, the rate you receive will not change if the rate available on the day of collection is different. We do not charge any commission on currency.

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.

## 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.

We cannot accept any responsibility for fraudulent acts committed by a third party.

## 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 or Argentine peso that have not been purchased from M&S Bank. Please retain your receipt as proof of purchase may be required.

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. 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. We do not buy back foreign currency notes at M&S stores without a bureau de change.

For a postal 'home delivery' buy back you can follow the notes on the form included with your order package to send your unused foreign currency back to us. We will buy back any foreign currency returned using this service at the buy-back rate on the date we receive it. 'Home delivery' buy backs may be returned to us by Royal Mail Special Delivery, to ensure security, and be insured for the full value. Returns are at your risk. For 'home delivery' returns, your card account will be credited with the value of the buy-back 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 363 484\*, use our Live Chat service\*\* or write to us at: M&S Bank, PO BOX 10573, 51 Saffron Road, Wigston, LE18 9GD.

## 9. COMPLAINTS

A copy of our complaints handling procedure can be found at [bank.marksandspencer.com/explore/complaints](http://bank.marksandspencer.com/explore/complaints). If you have a complaint, please contact us using the details in clause 8. 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.

Ombudsman	Contact details
Financial Ombudsman Service	Exchange Tower, London E14 9SR 0800 023 4567 or 0300 123 9123 <a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>

If you take out one of our products 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>

## 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.

\*\* Live Chat service is available 8am-8pm Monday to Sunday. Live Chat can be used for general questions relating to travel money, please do not use for any queries relating specifically to your order or any accounts you have with us.