

Simply Fundraising - Supporter Agreement February 2011

Simply Fundraising is provided by Simply Fundraising LLP, registered office Little Drakes Barn, Drakes Lane, Little Waltham, Chelmsford, Essex CM3 3ND, registered number OC350980 (“we” or “us”).

This agreement (the “Agreement”) contains the terms on which you may participate in Simply Fundraising as a “supporter”, that is a Simply Fundraising card-holder whose purchases with a Simply Fundraising Card (as defined below) will result in your chosen Cause (as defined below) receiving money. It is agreed that:

1. Your participation in Simply Fundraising is conditional upon your agreement to the terms of this Agreement – if you do not agree to them, please do not register with Simply Fundraising. Your completion of the registration process constitutes your acceptance of the terms of this Agreement.
2. When you register you will be asked to pay a £10 deposit. This membership deposit will be refunded to your Simply Fundraising Card in full or, if you so choose when you register, paid to your chosen cause, when your account has raised £30 in free donations.
3. You registration with us, and your participation in Simply Fundraising, is subject to acceptance by us (which we will communicate to you separately) and also subject to acceptance of your application for the Simply Fundraising Card by the Card Provider.
4. The Simply Fundraising Card is a pre-paid debit card, which is supplied by the Card Provider, with whom we are not connected. You will be required to enter and comply with a separate agreement with the Card Provider relating to the issue and use of the Simply Fundraising Card. We are not a party to that agreement, and we accept no liability with regard to your relationship with the Card Provider or for your possession or use of the Simply Fundraising Card. If you do not comply with the agreement with the Card Provider, we reserve the right to terminate your participation in Simply Fundraising.
5. When you register, you will be asked to nominate a recipient (which may be a charity, club, local association or any other fundraising organisation) whom you wish to receive financial contributions as a result of your purchases using the Simply Fundraising Card (your “Cause”). Once registered, you also have the ability via your online account to add up to three further causes, choosing the percentage of your contributions you wish to go to each.
6. We are not responsible for your selection of Causes. If you select a Cause, you warrant that you are comfortable that it is a genuine cause worthy of receiving your contributions.
7. When you purchase goods or services with your Simply Fundraising Card, or on-line via a Simply Fundraising affiliate link on our website (with or without the Simply Fundraising Card) (an “Online Affiliate Purchase”) we will receive a portion of the purchase price back from the retailer and/or the Card Provider on your behalf. A “Qualifying Purchase” means any purchase made using your Simply Fundraising Card or any Online Affiliate Purchase, and excludes any purchases that are returned or refunded.
8. We receive and hold those funds on your behalf, and we will make a Contribution to your Cause as described below. Any funds are solely held for these purposes – we are not able to pay you any cash or cash equivalent in respect of sums held on your behalf.
9. Each month we will make a contribution (“Contribution”) to your chosen Cause on your behalf from the funds accumulated by your Qualifying Purchases. The timing of the Contribution in relation to your Qualifying Purchases will depend on when the retailer provides us with the relevant confirmed information. The level of the Contribution is determined by our agreement with the retailer.
10. If your Cause is a registered charity, it may be entitled to reclaim tax under the Gift-Aid scheme. In order to do this, we will need to disclose certain details to your Cause. You hereby agree to us providing the necessary details to your Cause in order for them to obtain the benefit of Gift-Aid, and you authorise the Cause to obtain Gift-Aid in relation to your Contribution if available.
11. We reserve the right not to make or to delay a Contribution on your behalf to a Cause if we have any reasonable concerns about the authenticity of your Qualifying Purchases or a Cause, including where we have been notified of any concerns by the Card Provider.
12. We reserve the right not to make a Contribution on your behalf to a Cause in any particular month if the total Contributions to be made to that Cause are less than £25 in order to minimise processing costs. If the monthly amount due to be paid falls below that amount, your contribution will be paid over as soon as the value of the contributions from all supporters of that Cause exceeds £25.
13. The Simply Fundraising Card, and its safekeeping and use, are your responsibility. As it is a pre-paid debit card, we recommend that you take special care over its safety and do not lend it to others.
14. If your Simply Fundraising account shows no donation activity for a period of 60 days or more, we reserve the right to close it down and retain your membership deposit, as there are administrative costs associated with keeping the account open if it is inactive. Any donations outstanding will continue to be paid to the cause(s) of your choice.
15. If we are unable to pay funds to your cause(s) for a period of more than 6 months (for example if your cause ceases to trade) and you do not choose an alternative cause, then we reserve the right to re-direct those funds to another similar cause, on your behalf. This is to ensure that useful donation funds are not left dormant.
16. We will not be liable, whether in contract, tort (including negligence) or otherwise:
 - (a) in respect of any use by you or any other person (whether authorised or not) of your Simply Fundraising Card;
 - (b) in respect of any purchases you make with the Simply Fundraising Card;
 - (c) if a retailer or the Card Provider do not give us full information regarding your Qualifying Purchases, in which event we may not be able to make the relevant Contributions;
 - (d) for any loss or damage caused by anything beyond our reasonable control, such as telecommunications failures, terrorism, natural disaster, severe weather and the like;
 - (e) for any indirect or consequential loss or damage;
 - (f) for any loss of profits, loss of opportunity, loss of anticipated savings or other similar loss;
 - (g) for any amount exceeding the amount of Contributions due in respect of your Qualifying Purchases;
 - (h) to any other person in relation to this Agreement, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.The above lettered limitations are separate limitations and if any is invalid or unenforceable, the others will remain valid and enforceable. Nothing in this Agreement limits any rights you have as a consumer to the extent that such rights cannot be limited as a matter of law, nor does it limit our liability for fraud or for death or personal injury caused by our negligence.
17. Privacy and Data Protection

We take privacy and data protection very seriously. We will not pass any information about you on to any third party except:

 - (a) as part of the registration process, in order to speed up your registration with the Card Provider, we may pass on to the Card Provider the details you have provided when registering with us;
 - (b) to your Cause where and to the extent that it is necessary for them to have your personal details for the purposes of Gift-Aid;
 - (c) to your Cause for their donation tracking purposes;
 - (d) to the extent that we may be lawfully required to do so.and in registering with Simply Fundraising you agree to us doing so. We will use your personal data for:
 - (a) the administration of your participation in the Simply Fundraising programme, including verifying and making Contributions to your Cause;
 - (b) performing this Agreement;
 - (c) keeping you updated with developments at Simply Fundraising, and other offers that we think you may want to hear about. If you do not wish to receive such information, please contact customerservices@simplyfundraising.co.uk
 - (d) When you use the Simply Fundraising website, we may use cookies to maximise your user experience of the site. If you do not wish this to happen, please set your browser accordingly.
18. You must not use your Simply Fundraising Card for any illegal purpose. Nor may you use it in order to raise funds for yourself or anyone connected with you by making Contributions payable to you or anyone connected with you. You must ensure that all information that you submit to us is true, accurate and complete. Failure to comply will result in Simply Fundraising terminating your account immediately and retaining your membership deposit to cover our administration costs.
19. We own all copyright, trade marks and other intellectual property rights relating to Simply Fundraising. You are not permitted to use or reproduce the subject-matter of any such rights unless authorised in writing by us to do so.
20. If you do not comply with the terms of this Agreement, we may suspend or terminate your Simply Fundraising account. We may also inform the Card Provider and request that they de-activate your Simply Fundraising Card.
21. Either party may terminate this Agreement with immediate effect by giving written notice to the other.
22. Any notice to be given by you to us must be sent by pre-paid post or courier to the address set out above or such other address as we may advertise on our website. A notice to be given by us to you must be sent to any of your contact details provided during your registration form, or such other details as you provide when updating your records.
23. We may alter the terms of this Agreement at any time by posting a notice to such effect on our website.
24. This Agreement is the entire agreement between us relating to your participation in Simply Fundraising. Any terms, warranties, conditions, representations or other items not set out in this Agreement, whether express or implied, are excluded.
25. This Agreement, and your participation in Simply Fundraising, is governed by English law and you submit to the exclusion of the English courts in relation to any dispute.
26. If you do not agree to all of the terms set out above, please do not proceed to register at Simply Fundraising. If you do agree, please acknowledge your agreement by clicking on the “I agree” button below, following which you will proceed to the next stage of registration. We recommend that you print out a copy of this Agreement for your records.

**SIMPLY FUNDRAISING PREPAID MASTERCARD®
TERMS AND CONDITIONS January 2010**

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU ACTIVATE YOUR CARD. THIS INFORMATION FORMS THE TERMS AND CONDITIONS OF YOUR PREPAID MASTERCARD®. BY ACTIVATING YOUR CARD YOU ACCEPT THE TERMS AND CONDITIONS AND YOU UNDERSTAND AND ACCEPT THE RISKS HIGHLIGHTED IN PARAGRAPH 2.2 AND 17.4 OF THIS AGREEMENT. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND OR DO NOT AGREE WITH, PLEASE CONTACT CUSTOMER SERVICES USING THE CONTACT DETAILS AT PARAGRAPH 19 OF THIS AGREEMENT.

1. DEFINITIONS

Account	The electronic account associated with your Card.
Agreement	This Cardholder agreement as varied from time to time.
Available Balance	Value of funds loaded onto your Card and available for use.
Business Day	The days of Monday to Friday, but does not include bank holidays.
Card	Any Card issued to you under this Agreement.
Card Number	The Card number on the front of your Card.
Cardholder	You, the person entering into this Agreement with us.
Clydesdale Bank PLC	Clydesdale Bank PLC, a company registered in Scotland with number SC001111 whose registered office is 30 St. Vincent Place, Glasgow, G1 2HL. Clydesdale Bank PLC is a member of the National Australia Bank Group ("NAG"). NAG includes National Australia Bank Limited, its subsidiaries and associated companies.
Company	Simplyfundraising, a company registered with number OC350980) whose registered office is at Little Drakes Barn, Drakes Lane, Little Watham, Chelmsford, Essex CM3 3ND
Customer Services	The contact centre for dealing with queries and requests for services in relation to your Card. Contact details for Customer Services can be found in paragraph 19
EEA	The European Economic Area which currently includes all the countries of the European Union together with Iceland, Norway and Liechtenstein.
e-money	The electronic money associated with your Card.
MasterCard® International Incorporated	MasterCard® International Incorporated whose head office is at 2000 Purchase Street, Purchase, New York 10577 USA.
Merchant	A retailer, or any other person, firm or corporation that accepts Cards which display the MasterCard Acceptance Mark.
My Account	The area on the Website that allows you to register for online access to your Account and view details of your Available Balance and Transaction history. My Account provides up-to-date information about your Account and you will need an internet connection in order to access it.
PIN	Personal identification number for use with the Card.
Programme	The programme or campaign under which your Card has been issued to you.
Programme Manager	P&MM Limited, a company registered in England and Wales with number 1090180 whose registered office is at Rockingham Drive, Linford Wood, Milton Keynes, Buckinghamshire, MK14 6LY.
Restricted Card	A Card with spending limits. Please see paragraph 3.1 for details.
Savings Rebate	The value of rebate funds accrued based on the value of Transactions undertaken using your Card at retailers participating in the Programme.
Savings Rebate Account	The account that you can view in My Account which shows the value of rebate funds accrued that will be passed to your nominated cause in accordance with the Programme rules.
Transaction we, us or our	A retail sale completed by using your Card.
Website	The website at www.simplyfundraising.co.uk allowing you to access your personal Card information and, if applicable to your Programme, top up your Card.
you, your	The Cardholder.

2. SCOPE OF THIS AGREEMENT

- 2.1. Your Card is an e-money prepaid Card. This is not a credit, charge or debit Card.
- 2.2. Your Card has been issued by Clydesdale Bank PLC pursuant to a licence from MasterCard® International Incorporated. We are a registered Service Provider of Clydesdale Bank PLC. Your rights and obligations relating to the use of this Card are subject to this Agreement between you and us; you have no rights against Clydesdale Bank PLC or MasterCard® International Incorporated or their respective affiliates. If you experience any difficulties in using the Card, you should contact Customer Services. The e-money associated with this Card will be denominated in Pounds Sterling and is

issued to you by us. In the unlikely event that we become insolvent, the e-money on your Card may lose its value and become unusable, and accordingly you may lose your e-money. The Card remains the property of Clydesdale Bank PLC.

- 2.3. These terms and conditions are written and available only in English and we undertake to communicate with you in English regarding any aspect of your Card or Account.

3. RECEIPT AND ACTIVATION OF CARDS

- 3.1. You may only apply for, and hold, a Card so long as the programme remains active. If we are unable to satisfactorily verify your identity and address from information provided by you at the time you apply for a Card we will issue you with a Restricted Card. There is a total spending limit of £1,600 per year (within a 12 month period) on Restricted Cards. You may hold a maximum of £600 on your Restricted Card at any one time. If, after applying for a Card, you are issued with a Restricted Card, you will have the option to upgrade to a non-Restricted Card by providing satisfactory documentation as proof of identity and address.
- 3.2. You agree that we may communicate with you by email or via My Account for issuing notices or information about your Account or Card and therefore it is important that you ensure you keep your email address updated via My Account. You will need to register on the Website.
- 3.3. You may have one additional Card per Account
- 3.4. Your Card will be posted to the address that you provided on your application form, and will be loaded with any initial funds that you requested to be loaded onto your Card when you applied for it. You should receive your Card within 21 days of application.
- 3.5. When you receive your Card, you must sign it immediately. You can activate your Card by calling Customer Services. Please note that your Card cannot be used until it has been activated. When you call Customer Services you will need to select the 'Card Activation' option from the menu. You will then be asked to quote your Card Number and your Activation Code which you will find on the letter that came with your Card. You may also be requested to provide some details to confirm your identity.
- 3.6. You will be given a 4 digit PIN. You should never write down your PIN, reveal your PIN to anybody or enter your PIN in a way that it can be easily seen by others. We will not reveal your PIN to a third party. If you forget your PIN, you will need to call Customer Services.
- 3.7. You can change your PIN at any UK Bank cash machine that has a PIN change facility. When you select or change your PIN, you must not select a PIN that can be easily guessed, such as, for example, a number that:
 - 3.7.1. is easily associated with you, such as your telephone number or birth date;
 - 3.7.2. is part of data imprinted on the Card;
 - 3.7.3. consists of the same digits or a sequence of running digits; or
 - 3.7.4. is identical to the previously selected PIN.

4. USE OF CARDS

- 4.1. Your Card can be used at any Merchant displaying the MasterCard® Acceptance Mark. You can authorise Transactions on your Card at any Merchant by entering your PIN or other security code. If the Merchant does not accept chip and PIN authorisation the Merchant may allow you to authorise the Transaction by signature of the receipt. Please be aware that you may not usually stop a Transaction once it has been authorised as at this point it is deemed to be received by us. You will be responsible for all Transactions where you or any additional Cardholder authorise such Transaction, regardless of the manner of authorisation.
- 4.2. Your Card is a prepaid Card, which means that the Card's Available Balance will be reduced by the full amount of each Transaction and authorisation, plus any taxes and charges that are applicable (the 'Full Deductible Amount'). The Full Deductible Amount must be less than or equal to the Available Balance on your Card. You must not use your Card if the Full Deductible Amount exceeds the Available Balance or after the expiry date of the Card. If, for any reason, a Transaction is processed for an amount greater than the Available Balance on your Card, you must repay the Programme Manager the amount by which the Full Deductible Amount exceeds your Available Balance within 14 days of receiving an invoice from us. Should you not repay this amount within 14 days of receiving an invoice from the Programme Manager reserves the right to take all steps necessary, including legal action, to recover any monies outstanding.
- 4.3. You can check your Transaction history and Available Balance for free by visiting My Account or by calling Customer Services.
- 4.4. Due to security safeguards, Merchants that accept your Card are required to seek authorisation from us for all Transactions you make. There are some circumstances where Merchants may require you to have an Available Balance greater than the value of the Transaction you wish to make. You will only be charged for the actual and final value of the Transaction you make. Merchants request this as they may need to access more funds than you initially planned to spend. For example:
 - 4.4.1. **Hotels and rental cars** - As Merchants may not be able to accurately predict how much your final bill will be, they may request an authorisation for funds greater than your Available Balance.
 - 4.4.2. **Restaurants** - You will need to have an Available Balance equivalent to the total cost of the meal plus 20%. This is to accommodate any service charge that could be added to your bill.
 - 4.4.3. **Internet Merchants** - Certain Internet Merchant sites will, on registration or at checkout stage, send a request for payment authorisation to verify if funds are available; this will temporarily impact your Available Balance. Also please bear in mind that many sites won't deduct payment until goods are dispatched so please be aware of these variances on cleared funds when checking your balance and ensure that funds are always available to cover your purchases.

- 4.4.4. **In-flight purchases** - Merchants may not be able to authorise your Transaction if they cannot obtain an online authorisation from us. Examples include on-board cruise or train charges and some in-flight purchases.
- 4.4.5. **Self Service Petrol Pumps** – You cannot use your Card at self service petrol pumps but can use it to pay by taking it to the cashier.
- 4.5. Your Card should not be used as a form of identification. We will decline any authorisation requests from Merchants using your Card for identification purposes.
- 4.6. You may not use your Card to obtain cash from a cash machine, foreign currency, travellers cheques or to obtain cash back from any Merchant, or to settle outstanding balances on credit cards, bank overdrafts or credit agreements.
- 4.7. The Available Balance on your Account will not earn any interest.
- 4.8. We may request you to surrender the Card at anytime for a valid reason in accordance with the provisions at paragraph 14 of these terms and conditions. Where we do so, and provided that you are eligible and we are permitted by law, then we will give you back your e-money in accordance with paragraph 7 of these terms and conditions (free of redemption fee charge).
- 5. TOP UP OF YOUR CARD**
- 5.1. Your Account may hold a maximum balance of £600 if you are issued with a Restricted Card (subject to yearly spend limits set out in paragraph 3.1) or £5,000 for a non-Restricted Card.
- 5.2. Your Account can be topped up by using a debit card through the online services at www.simplyfundraising.co.uk. The maximum value you may top up your Account each time is £600 for a Restricted Card (subject to a maximum balance of £600 and yearly spend limits set out in paragraph 3.1) or £1,000 for a non-Restricted Card and the minimum is £50. Please note that funds will not be available for use until the next business day following the top up. It is necessary that the top-up debit cards have been registered with 3D secure verification through your bank account.
- 5.3. We reserve the right to suspend or terminate the right to top up your Account at anytime without notice.
- 5.4. We do not accept liability caused by the delay in applying top ups where you have failed to correctly reference your Account or Card number, the receiving bank account, or other requested details for applying such top ups.
- 6. CARD EXPIRY**
- 6.1. The expiry date of your Card is printed on the front of the Card. You will not be able to use your Card if it has expired.
- 6.2. No Transactions will be processed once your Card has expired.
- 6.3. Provided that you have used the Card in the 8 weeks prior to its expiry and are still eligible under the Programme rules and that the Programme has not been terminated, then upon expiry of your Card you will be issued and sent a new Card loaded with any unspent funds associated with your expired Card.
- 6.4. Where a replacement Card has not been issued in accordance with paragraph 6.3 and you have not contacted Customer Services within the 8 weeks prior to the Cards expiry to request a new Card, then the Programme Manager will contact you by letter to advise you of any unspent funds. The funds will be available to redeem for 12 months from the expiry date of the Card (fees apply, see paragraph 11) after which time any unused value will expire and will no longer be available to you. Any Savings Rebate will be passed on to your nominated cause in accordance with the Programme rules.
- 7. REDEEMING E-MONEY**
- 7.1. If you would like to terminate your Card before it has expired and to redeem any unused funds, you may do so as long as:
- 7.1.1. the Available Balance is greater than £5.00; and
- 7.1.2. we believe you have not acted fraudulently; and
- 7.1.3. we are not prohibited from doing so by any applicable law, regulation, court order or instruction or guidance of a competent regulatory authority or agency.
- 7.2. You can obtain redemption of any unused funds by contacting Customer Services. Redemptions will be made on our behalf by the Programme Manager by cheque or postal order and fees will apply (see paragraph 11).
- 7.3. If we find any additional withdrawals, fees or charges have been incurred in your Card following the processing of your redemption funds, the Programme Manager shall send an itemised invoice to you and will require you to refund it within 14 days of the invoice. Should you not repay this amount within 14 days of receiving an invoice from the Programme Manager, the Programme Manager reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.
- 8. CARDHOLDER LIABILITY AND AUTHORISATIONS**
- 8.1. We may restrict or refuse to authorise any use of your Card in any legal jurisdiction if using the Card is causing or could cause a breach of this Agreement or if we have reasonable grounds for suspecting that either you or a third party has committed or is about to commit a crime or other abuse in connection with the Card.
- 8.2. Where appropriate, any refusal to authorise a Transaction will be relayed to you via the Merchant concerned.
- 8.3. If we need to investigate a Transaction on the Card then you must cooperate with us, or any other authorised body if this is required.
- 8.4. You should never:
- 8.4.1. allow another person to use your Card;
- 8.4.2. record your PIN in writing, or with your Card or otherwise; or
- 8.4.3. disclose your PIN to or otherwise make it available to any other person, whether verbally or by entering it in a way that allows it to be observed by others or otherwise.
- 8.5. You will be responsible for all the Transactions which you authorise, whatever the manner of authorisation.
- 8.6. You agree to indemnify and hold harmless us and our distributors, partners, agents, sponsors (including without limitation Clydesdale Bank PLC), and service providers and their group companies from and against the costs of any legal action taken to enforce these terms and conditions and/or any breach of

these terms and conditions or fraudulent use of your Card or PIN by or authorised by you.

9. LOST, STOLEN OR DAMAGED CARDS

- 9.1. You should treat the e-money on your Card like cash in a wallet. If you lose your Card or it is stolen you may lose any e-money on it in just the same way as if you lost your wallet.
- 9.2. In the event of loss, theft, fraud or any other risk of an unauthorised use of your Card, or if your Card is damaged or malfunctions, you must immediately contact Customer Services. You will be asked to provide us with your Card Number and some identifying details. In the event that you notify us in accordance with this Agreement that your Card has been lost or stolen you will be liable for a maximum of £50 of any loss that takes place prior to you contacting Customer Services.
- 9.3. Provided that you have given notification under paragraph 9.2 and paragraph 9.4 does not apply, then you will not be liable for the losses that take place following the date on which you gave such notification to Customer Services. If there is an Available Balance remaining on your Card, we will replace your Card and transfer the last Available Balance onto it. Your Savings Rebate Account will still contain Savings Rebates that have been accrued but not yet sent to your nominated cause and these will continue to be donated on a monthly basis in accordance with the Programme rules. Alternatively, your Available Balance can be redeemed to you, unless we have any reason to believe that the notified incident has been caused by your breach of this Agreement, gross negligence or if it raises reasonable suspicion of fraudulent or improper conduct. If we replace the Card, the Card should be delivered to your home address (fees apply, see paragraph 11).
- 9.4. In the event that we have reason to believe you have acted fraudulently or you have acted with gross negligence or acted intentionally in failing to notify us of the lost or stolen Card then you shall be liable for the losses.

10. TRANSACTIONS MADE IN FOREIGN CURRENCIES

- 10.1. If you make a Transaction in a currency other than Pounds Sterling (a 'Foreign Currency Transaction'), the amount deducted from your Account will be converted to Pounds Sterling on the day we receive details of that Foreign Currency Transaction. We will use a rate set by MasterCard® which will be available on each Business Day and changes to the exchange rate shall take effect immediately. Exchange rates can fluctuate and they may change between the time a Transaction is made and the time it is deducted from your Available Balance. For Transactions made within the EEA and in an EEA currency you can find out the MasterCard® Exchange Rate by emailing Customer Services. We will charge a Foreign Transaction Fee for all Foreign Currency Transactions.

11. FEES

- 11.1. The Cards are subject to certain fees as follows:

Fees	Tariff
Top Up Fees (Debit Cards)	
1. Monthly Load (4 days clearing time)	Under £200 £0.50 / £200 or over Free
2. Ad hoc Load (4 days clearing time)	Under £200 £0.50 / £200 or over Free
3. Ad hoc Load (Next day clearing time)	Under £200 £1.00 / £200 or over Free
3. Express Load (Instant clearing time)	Under £200 £2.50 / £200 or over £2.50
Foreign Transaction Fee for Merchant Transactions	4.0% of the Transaction amount
Replacement Card fee	£10.00
Redemption fee	£5.00 (or the Available Balance if lower than the said Redemption fee)
Monthly administrative fee (for expired cards with an Available Balance)	£5.00 (per month)

- 11.2. We will deduct any taxes, fees or charges due from the Available Balance on your Card. If there is no Available Balance of funds on your Card, or taxes or charges exceed the balance of funds available, the Programme Manager reserves the right to invoice you and will require you to refund it within 14 days of the invoice. Should you not repay this amount within 14 days of receiving an invoice, the Programme Manager reserves the right to take all steps necessary, including legal action, to recover any monies outstanding.
- 11.3. All Card fees are inclusive of VAT. VAT invoices will not be issued.
- 12. DISPUTES**
- 12.1. If you have a reason to believe that any of the Transactions for which your Card was used are unauthorised or has been posted to your Account in error, then at your request we will examine your Account and the circumstances of the Transaction. We strongly recommend that you check My Account on a regular basis and notify us by contacting Customer Services as soon as possible, but in any event, within 13 months of the date of the relevant Transaction. Please be aware that any delay in notifying us makes it more difficult for us to obtain evidence as to whether the Transaction was authorised and may therefore increase the time involved in investigating the Transaction. If you dispute the Transaction, the Merchant must be able to prove that the Transaction actually took place.
- 12.2. Once we are reasonably satisfied that you did not authorise the Transaction and that we are required to refund the Transaction under this Agreement, then we will refund the Transaction amount together with any charges on that amount and will have no further liability to you. We may require you to liaise with the appropriate authorities with respect to the disputed Transaction.
- 12.3. Until our investigation is complete the disputed amount will be unavailable to spend. In all cases the value of the disputed amount may later be deducted from your Account if we receive information that proves that the Transaction was genuine. In this event we will charge you a £10 administration fee.

12.4. We reserve the right not to refund sums to you if we believe that you have not acted in accordance with this Agreement and to report any fraudulent claims to the appropriate authorities.

13. VARIATION

13.1. We may change the terms and conditions of this Agreement, including charges, fees and limits, at any time by providing you with at least 60 days' notice by email or via My Account (provided you have registered for My Account) and will ensure the most recent version is always available on the Website.

13.2. If any changes to this Agreement are to your advantage then we may make the change on less than 60 days' notice.

13.3. You may terminate your Card at any time within the 60 day notice period if you do not agree with the changes to the terms and conditions. However, in the event that you do not cancel during this period then you will be deemed to have accepted them and the changes will apply to you.

13.4. If any part of this Agreement is inconsistent with any regulatory requirements then we will not rely on that part but treat it as if it did actually reflect the relevant regulatory requirements. If we need to make operational changes before we can fully comply with the new regulatory requirement, we will make those changes as soon as practical. We will update our terms and conditions to reflect the new regulatory requirements when they are next reprinted.

14. TERMINATION OR SUSPENSION

14.1. If you cease to be eligible to participate in the Programme, for whatever reason, you will be unable to use your Card and you will not receive any further Savings Rebates associated with your Card. Your Available Balance may be redeemed by you until your card expires, and in accordance with paragraph 6 and 7 (fees may apply see paragraph 11).

14.2. We can terminate this Agreement

14.2.1. at any time if we give you 60 days' notice and refund the Available Balance to you; or

14.2.2. with immediate effect if you have breached this Agreement, or if we have reason to believe that you have used, or intend to use the Card in a grossly negligent manner or for fraudulent or other unlawful purposes or if we can no longer process your Transactions due to the actions of third parties.

14.2.3. We reserve the right to terminate this Agreement immediately if you do not activate your Card within 60 days of our issuing the Card. Any unused funds remaining on the Card may be redeemed in accordance with paragraph 6 and 7.

14.3. We can suspend your Card at any time with immediate effect (and until your default has been remedied or the Agreement terminated) if:

14.3.1. we discover that any of the information that you provided to us when you applied for your Card was incorrect; or

14.3.2. a Transaction has been declined because of a lack of Available Balance; or

14.3.3. you have breached this Agreement or we have reason to believe that you have used, or intend to use the Card in a grossly negligent manner or for fraudulent or other unlawful purposes or if we cannot process your Transactions due to the actions of third parties.

14.4. In the event that we do suspend or cancel your Card then if we are able to do so, we will tell you in advance otherwise we will let you know immediately afterwards. We may advise anyone involved in the Transaction if a suspension has taken place.

14.5. You can terminate this Agreement at any time by contacting Customer Services.

14.6. In the event that any additional fees and/or charges are found to have been incurred on your Card following termination by either you or us, you shall refund to the Programme Manager any sums which relate to a withdrawal on the Card or fees and/or charges validly applied whether before or after termination. The Programme Manager shall send an invoice to you and will require you to refund it within 14 days. Should you not repay this amount within 14 days of receiving an invoice, the Programme Manager reserves the right to take all steps necessary, including legal action, to recover any monies outstanding.

15. OUR LIABILITY

15.1. Our liability in connection with this Agreement (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) shall be subject to the following exclusions and limitations:

15.1.1. We shall not be liable for any default resulting directly or indirectly from any cause beyond our control, including but not limited to a failure of network services and data processing systems;

15.1.2. We shall not be liable for any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;

15.1.3. where the Card is faulty due to our default, our liability shall be limited to replacement of the Card;

15.1.4. Where sums are incorrectly deducted from your Available Balance due to our default, our liability shall be limited to payment to you of an equivalent amount; and

15.1.5. in the unlikely event that sums are deducted from your Available Balance but you did not authorise such deduction in accordance with these terms and conditions then our liability shall be set out as in paragraph 12.

15.2. Nothing in this Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud.

15.3. To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.

15.4. The above exclusions and limitations set out in this paragraph 15 shall apply to any liability of our affiliates such as the Programme Manager, Clydesdale Bank PLC, MasterCard® International Incorporated or other suppliers, contractors, agents or distributors and any of their respective affiliates (if any), to you, which may arise in connection with this Agreement.

16. YOUR INFORMATION

16.1. You may provide us with personal data from time to time in connection with your Card. Some personal data will be necessary for us to provide you with

the Card and services under this Agreement. You must notify us immediately of any change of name and address by contacting Customer Services.

16.2. We and our affiliates are committed to maintaining your personal data in accordance with the requirements of the Data Protection Act 1998 and will take all reasonable steps to ensure that your personal data is kept secure against unauthorised access, loss, disclosure or destruction. Except as required by law or in accordance with these terms and conditions, your personal information will not be passed to anyone without your permission.

16.3. You agree that we can use your personal data in connection with the Card, and the e-money associated with the Card, to contact you about replacement Cards, and to enable us to review, develop and improve our products and services. This may involve providing your personal data to our affiliates, agents, distributors, and suppliers including Clydesdale Bank PLC and to MasterCard International Incorporated and its affiliates to process Transactions and for their statistical research and analytical purposes as outlined in the Programme Manager's privacy statement. We may also transfer your personal data outside of the EEA to enable you to use the Card while you are travelling, and such countries may not offer the same protections for personal data. We may also disclose your personal data as required by law, regulation or any competent authority or agency including to authorities and agencies to investigate possible fraudulent, unlawful or unauthorised activity ("Misuse").

16.4. You may contact us at anytime to request us to stop such use or further disclosure to other companies for such use.

16.5. You have a right to inspect the personal data we hold about you however we will ask you to pay an Inspection Fee of £10 to cover our costs. For further information please contact Customer Services.

16.6. If we discover that the information we hold about you is incorrect, we may have to suspend or cancel your Card until we can establish the correct information, in order to protect us both.

16.7. If we believe that you have been involved in any Misuse then we may contact the Company to advise them of such Misuse and you hereby consent to the disclosure of your personal data to the Company in this context.

17. COMPLAINTS PROCEDURE

17.1. Complaints regarding any element of the service provided by us should be sent in writing or by email to Customer Services.

17.2. All complaints will be subject to our complaints procedure. We will provide you with a copy of our complaints procedure upon request and, if we receive a complaint from you, a copy of our complaints procedure will automatically be posted to you.

17.3. If we fail to resolve your complaint to your satisfaction you may refer your complaint to the Financial Ombudsman Service (South Quay Plaza, 183 Marsh Wall, London E14 9SR; phone 0845 080 1800). Details of the service offered by the Financial Ombudsman Service are available at www.financial-ombudsman.org.uk.

17.4. The Financial Services Compensation Scheme is not applicable for the Card. No other compensation schemes exist to cover losses claimed in connection with the Card.

18. GENERAL

18.1. Any delay or failure to exercise any right or remedy under this Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.

18.2. If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.

18.3. You may not assign or transfer any of your rights and/or benefits under these terms and conditions and you shall be the sole party to the contract between us. You will remain liable until all Cards issued to you are cancelled or have expired and all sums due under these terms and conditions have been paid by you in full. We may assign our rights and benefits at any time without prior written notice to you. We may subcontract any of our obligations under this Agreement.

18.4. No third party who is not a party to this Agreement has a right to enforce any of the provisions of these terms and conditions, save that Clydesdale Bank PLC, MasterCard® International Incorporated and their respective affiliates may enforce any provision of this Agreement which confers a benefit or a right upon them and a person specified in paragraph 15.4 may enforce paragraph 15.

18.5. This Agreement contains the information set out in Schedule 4 of the Payment Services Regulations 2009 and you can obtain a copy of this Agreement at any time by visiting the Website.

18.6. This Agreement is governed by English law and you agree to the non-exclusive jurisdiction of the courts of England and Wales.

19. CONTACTING CUSTOMER SERVICES

19.1. If you need assistance, you can contact Customer Services by calling 0843 2895316 between the hours of 9.00am and 5.30pm on Monday to Friday (excluding bank holidays), by sending an email to simplyfundraising@p-mm.co.uk or by writing to Simply Fundraising, P&MM Ltd, Rockingham Drive, Linford Wood, Milton Keynes, MK14 6LY. A Lost and Stolen service is also available 24 hours a day, seven days a week on the Customer Services number.

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