**SPREE PLUS TERMS AND CONDITIONS - March 2022**

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU ACTIVATE YOUR CARD. THIS INFORMATION FORMS THE AGREEMENT OF YOUR PREPAID VISA CARD. BY ACTIVATING YOUR CARD YOU ACCEPT THIS AGREEMENT. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND, PLEASE CONTACT CUSTOMER SERVICES USING THE CONTACT DETAILS AT PARAGRAPH 22 OF THIS AGREEMENT.

**1. DEFINITIONS**

|  |  |
| --- | --- |
| **Account** | The electronic account associated with your Card. |
| **Agreement** | The Spree Plus Terms and Conditions as may be varied from time to time. |
| **ATM** | An automated teller machine or cash dispenser bearing the Visa Mark. |
| **Available Balance** | Value of funds loaded onto your Card and available for use. |
| **Business Day** | The days of Monday to Friday between the hours of 9am-5.30pm, excluding bank holidays or public holidays in the United Kingdom. |
| **Card** | Your prepaid Visa Card issued to you under this Agreement. |
| **Cardholder** | You, the person entering into this Agreement with us. |
| **Card Details** | A combination of any or all of the information relating to your Card and is provided for making purchases such as, Card Number, CVV2/CVC2 code, Card valid from and expiry date. |
| **Card Number** | The 16 digit number on the front of your Card. |
| **Company** | Sodexo Motivation Solutions U.K. Limited, a company incorporated in England and Wales with number 02680629 whose registered office is at One, Southampton Row, London, WC1B 5HA, United Kingdom and trading address is Sodexo, Avalon House, Breckland, Linford Wood, Milton Keynes, Buckinghamshire, MK14 6LD |
| **Contactless** | A payment feature that enables you to make a payment by tapping your Card on a point of sale terminal. |
| **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 22. |
| **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. |
| **Full Deductible Amount** | The full transaction amount, including the transaction itself along with any associated fees, charges and taxes. |
| **Merchant** | A retailer, or any other person, firm or corporation that accepts the Cards. |
| **PIN** | Your four digit personal identification number for use with the Card. |
| **Programme** | The Programme or campaign under which your Card has been issued to you. |
| **Programme Manager** | Sodexo Motivation Solutions U.K. Limited, a company incorporated in England and Wales with number 02680629 whose registered office and trading address is Sodexo, Avalon House, Breckland, Linford Wood, Milton Keynes, Buckinghamshire, MK14 6LD. |
| **Programme Rules** | Provides an overview of the Programme. This can be found at www.BUBursary.co.uk |
| **Cashback** | The value of cashback funds accrued based on the value of transactions undertaken using your Card at retailers participating in the Programme. |
| **Visa** | Visa Europe whose head office is at 1 Sheldon Square, London W2 6TT, United Kingdom |
| **Visa Mark** | Visa signage indicating acceptance of the Card. |
| **we, us**or**our** | PayNet Limited.  PayNet Ltd is authorised by the Financial Conduct Authority to conduct electronic money service activities under the Electronic Money Regulations 2011 (900594) |
| **Website** | The Website at www.BUBursary.co.uk which allows you to access your personal Card information and, if applicable to your Programme, top up your Card. This is the area that allows you to register your personal details for your Account as well as view your Available Balance and transaction history. You will need an internet connection in order to access it. |
| **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 us. Your rights and obligations relating to the use of this Card are set out in this Agreement between you and us. If you experience any difficulties in using the Card, you should contact Customer Services.

**2.3.**The e-money associated with this Card will be issued in Pounds Sterling and is issued to you by us and distributed by the Programme Manager. The Card remains our property.

**2.4.**This Agreement is written and available only in English and we undertake to communicate with you in English regarding any aspect of your Card or Account.

**2.5.**You agree that we may communicate with you by e-mail for issuing any notices or information about your Account or Card. Therefore, you must provide a valid e-mail address on application and keep it updated. If your contact information changes you must promptly notify Customer Services.

**3. RECEIPT AND ACTIVATION OF CARDS**

**3.1**You will only receive a Card if you are eligible under the rules of the Programme. You must be at least 18 years old. If you are issued with a Card, you may be, at our discretion, entitled to apply for one additional Card on your Account (fees apply, see paragraph 13). The additional Cardholder must reside at the same address as you and must be at least 13 years old. The additional Cardholder will have access to your Available Balance. All transactions and charges will be deducted from your Available Balance.

**3.2**As the primary Cardholder you are responsible for the additional Card issued to your Account under this Agreement including but not limited to any fees or charges that the Card may incur. You must make the additional Cardholder aware of the terms of this Agreement. Any term of this Agreement that applies to you, shall also apply to the holder of the additional Card, save that any communications we make or action that we take under this Agreement shall be directed to you, the primary Cardholder only.

**3.3** Your Card will be posted to the address that was provided when you registered, 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 14 days of application.

**3.4**When you receive your Card, you must sign it immediately. You can activate your Card by calling Customer Services or visiting your Programme Website.

**3.5**You will be given your PIN when you activate your Card. You should never reveal your PIN to anybody; we will not reveal your PIN to a third party. If you forget your PIN, you will need to call Customer Services.

**3.6**You will be able to change your PIN at any UK bank ATM 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 a number that:

**3.6.1** is easily associated with you, such as your telephone number or birth date;

**3.6.2** is part of data imprinted on the Card;

**3.6.3**consists of the same digits or a sequence of running digits; or

**3.6.4**is identical to the previously selected PIN.

**4. USING YOUR CARD**

**4.1.**You may use the Card at any Merchant that displays the Visa Mark, excluding limited acceptance Merchants in EU/EEA that do not accept prepaid cards (fees apply, see paragraph 13). You can use your Card to make purchases in-store, via the internet or over the phone. The Card cannot be used to obtain cash from an ATM, to obtain cash back from Merchants, foreign currency, travellers' cheques, to settle outstanding balances on credit cards, bank overdrafts or credit agreements, to pay for recurring transactions, adult entertainment and for gambling and betting transactions.

**4.2.**When your Card is used to make a transaction with a Merchant we will regard it as authorised by you when you enter your PIN or other security code, or, in the case of Contactless purchase transactions, when your Card is tapped at the point of sale terminal in the Merchant's store (only applicable to Contactless cards). If the Merchant does not accept chip and PIN, or Contactless authorisations (only applicable to Contactless cards), the Merchant may allow you to authorise the transaction by signature of the receipt. On authorisation of the transaction we will receive notification to proceed with it and we will not be able to stop it. You will be responsible for all transactions that you and the additional Cardholder authorise, regardless of the manner of such authorisation.

**4.3.**Your Card is a prepaid Card, which means that the Available Balance will be reduced by the full amount of each transaction and authorisation, plus any taxes and charges that are applicable.

**4.4.**You must not use your Card if the Full Deductible Amount exceeds the Available Balance. If, for any reason, a transaction is processed for an amount greater than the Available Balance on your Card, you must repay us the amount by which the Full Deductible Amount exceeds your Available Balance within 14 days of receiving an invoice. Should you not repay this amount within 14 days of receiving the invoice, we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

**4.5.**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:

**4.5.1.**Hotels, rental cars, and restaurants.

**4.5.2.**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 will not deduct payment until goods are dispatched so please be aware of this when checking your balance and ensure that you always have sufficient funds to cover your purchases.

**4.5.3.**Your Card cannot be used in situations where it is not possible to obtain online authorisation that you have sufficient balance for the transaction. For example, transactions on trains, ships and some in flight purchases.

**4.6.**If a Merchant agrees to give you a refund for a purchase made using your Card, we will transfer the refund into your Account when we receive details of it from the Merchant.

**4.7.**Your Card cannot be used at self-service petrol pumps. However, you can use your Card to pay by taking it to cashier.

**4.8.**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.

**4.9.**Your Card must not be used for any illegal purpose or in any manner prohibited by law.

**4.10.**The Available Balance on your Account will not earn any interest.

**4.11.**We may request you to surrender the Card at any time for any good reason in accordance with the provisions in paragraph 17 of this Agreement. Where we do so, and provided that you are eligible and we are permitted by law, then we will give you back your Available Balance in accordance with paragraph 9 of this Agreement (free of redemption fee charge).

**4.12.**Limits apply to the amount of money that may be loaded on this Card during a period and the maximum value of transactions made using your Card. For full details of these load and spend limits please refer to paragraph 5. If we have any concerns about the securityof your Card or its use, we may change the limits that apply to your Card, for example, but not limited to, (i) placing a maximum value on a single purchase transaction, or (ii) a maximum number of Contactless purchase transactions permitted during a period before you are required to enter your PIN or other security code (only applicable to Contactless cards); or (iii) a maximum number of loads to a Card permitted during a period. If weamend these limits we will notify you by e-mail or text message and make the relevant changes to paragraph 5.

**4.13** From time to time, your ability to use your Card may be interrupted, e.g. when we carry out maintenance or needs to address a technical issue. If this happens, you may be unable to:

**4.13.1** load your Card; and/or

**4.13.2** use your Card to make Transactions pay for purchases or obtain cash from ATMs (if applicable); and/or

**4.13.3** obtain information about the funds available in your Account and/or about your recent Card Transactions.

**5. LOADING YOUR CARD**

**5.1.**Your Account can hold a maximum balance of £4,000 and can be loaded in the following ways:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Loading Method | Maximum Amount | Transfer Time | Maximum no. of loads | Notes |
| Debit card via website | £1,000 per top-up | Instant top-up - funds are instantly transferred to your Account | 2 per day | You must register your debit card for 3D secure verification through your bank account. |
| Debit card monthly top-up | £1,000 per month | Funds are instantly transferred to your Account | 1 per month | You must register your debit card for 3D secure verification through your bank account. |

**5.2.**Please note that fees may apply for each top-up, see paragraph 13.

**5.3.**We reserve the right to suspend or terminate the right to top up your Account using a particular method at any time without notice.

**5.4.**We do not accept any 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. RECEIVING YOUR CASHBACK**

**6.1.**The Cashback associated with the use of your Card will be calculated on an on-going basis and displayed in your Account.

**6.2.**When you top up your Account in accordance with paragraph 5.1, the total amount of the Cashback shown as 'waiting to be added to my next load' will be added to the top up amount. The total amount will be loaded to your Account by the Programme Manager as a single amount and shown as 'top up' on your online statement on the Website. You will not be able to access or claim any Cashback that has accrued until such time as you top up your Card.

**6.3.**The Programme Manager reserves the right to remove from, add to, or vary as necessary, the list of participating retailers and the Cashback offered with immediate effect and without prior notice. Any such changes will be posted on the Website as soon as is practicable and it is your responsibility to regularly check the Website for up to date details.

**6.4.**You are only entitled to receive a Cashback associated with your Account whilst you remain in the employment or membership through whom you were provided the Card.

**6.5.**The Programme Manager is responsible for the operation of the Cashback Programme. You acknowledge and agree that we shall have no liability to you for any delay in earning, or any failure to earn Cashback or any other loss that you might suffer under the Cashback Programme or the Programme Rules.

**7. CHECKING BALANCE**

**7.1.**You can check your transaction history and Available Balance by visiting the Website. You can also check your Available Balance by calling the programme hotline.

**8. CARD EXPIRY**

**8.1.**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.

**8.2.**No transactions will be processed once your Card has expired.

**8.3.**Provided you are still a member of the Company's Programme, the Programme has not been terminated and you have paid any applicable fees, then upon expiry of your Card you will be issued with a new Card for the Account. If you have an additional Card linked to your Account, a replacement will be sent to you provided the additional Card Fee has also been paid before the Card expires (see paragraph 13 for fee details). If no replacement Card is issued, then this Agreement shall terminate on the date the last Card connected to your Account expires. In such circumstance you must contact Customer Services to request the return of the Available Balance. The funds will be available for you to redeem for a period of 6 years from the expiry date of this Agreement. After such time any unused funds will expire and will no longer be available to you.

**8.4.**Any Cashback that is not loaded to your Available Balance via a top-up will expire when your last Card expires and this Agreement terminates.

**9. REDEEMING E-MONEY**

**9.1.**If you would like to terminate your Card and redeem any unused funds before the expiry of the Card, you can do so by calling Customer Services. You will be charged a fee of £5 or the total Available Balance if equal to or lower than the redemption fee to cover redemption costs if you redeem all of your balance at the following times:

**9.1.1.**before the expiry date of your Card or replacement Card;

**9.1.2.**before you or we terminate this Agreement prior to the Card expiry date; or

**9.1.3.**more than 12 months after:

(i) your Card or replacement Card expires; or

(ii) this Agreement is terminated,

You will be reminded of this fee before redemption.

**9.2.**You may redeem funds as long as;

**9.2.1.**we believe you have not acted fraudulently; and

**9.2.2.**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.

**9.3.**All redemptions will be paid to you by bank transfer.

**9.4.**If any additional withdrawals, fees or charges have been incurred on your Card following the processing of your redemption funds, then we shall send an invoice to you and will require you to refund them within 14 days of receiving the invoice. Should you not repay this amount within 14 days of receiving an invoice from us then we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

**10. CARDHOLDER LIABILITY AND AUTHORISATIONS**

**10.1.**We may restrict or refuse to authorise any use of your Card including transactions if using the Card is causing or could cause a condition in this Agreement to be breached 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.

**10.2.**Where appropriate, any refusal to authorise a transaction will be relayed to you via the Merchant concerned.

**10.3.**You must sign your Card as soon as you receive it and keep it safe.

**10.4.**You should never:

**10.4.1.**allow another person to use your Card; or

**10.4.2.**write down your password(s), PIN or any security information unless you do this in a way that would make it impossible for anyone else to recognise any of that information, or

**10.4.3.**disclose your PIN or any security information or otherwise make them available to any other person, whether verbally or by entering it in a way that allows it to be observed by others, or

**10.4.4.**enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached or is operating in a suspicious manner.

**10.5.**If a transaction is made that requires use of your PIN, you will be deemed to have authorised that transaction, and you will be liable for any transaction made with your PIN.

**10.6.**You will be responsible for all transactions that take place as a result of you acting fraudulently or failing to comply with this Agreement with intent or gross negligence. Any such transactions together with any fees and charges relating to it will be deducted from the Available Balance on your Card.

**10.7.**It is your responsibility to keep us updated of changes to your personal details, including e-mail address and mobile number. Failure to do so may result in us being unable to contact you regarding your Account, or to let you know about changes to this Agreement.

**10.8.**You will be responsible for all losses and damages that we and/or the Programme Manager suffer or liable for together with any cost incurred (including but not limited to legal professional costs) as a result of your fraudulence or negligence and/or in us taking action against you to enforce this Agreement.

**10.9** In any event, we will refund the full amount where;

**10.9.1** The loss, theft or misuse was not detectable to you prior to a Transaction, except where you have acted fraudulently; and/or

**10.9.2** The unauthorised Transaction was caused by the acts or lack of action on our part (including an employee or agent or a third party to which we have outsourced activities).

**10.10** If any of the above circumstances in this Section 10.9 or 10.10 apply, you should contact the Merchant first as this may lead to a quicker resolution of the dispute (and for the avoidance of doubt, reasonable time taken to contact the relevant Merchant shall not be deemed an undue delay).

**10.11** If we refund a disputed Transaction to your Account and subsequently receive information to confirm that the Transaction was authorised by you or an Additional Cardholder and correctly posted to your Account, We shall deduct the amount of the disputed Transaction from the Available Funds and re-charge any fees and/or charges (including interest) that you owe us. You may also be responsible for any reasonable costs incurred by us in carry out the investigation for demonstration that the Transaction was unauthorised.

**11. LOST, STOLEN OR DAMAGED CARDS**

**11.1.**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.

**11.2.**As soon as you become aware of the loss, theft, fraud or any other risk of an unauthorised use of your Card, or if your Card is damaged or malfunctions, you must contact Customer Services immediately so that your Card can be blocked.

**11.3.**Subject to paragraph 11.4 below you will be liable for a maximum of £35 of any loss that takes place prior to you contacting Customer Services.

**11.4.**Provided that you have notified us in accordance with paragraph 11.2 above and paragraph 11.5 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 issue you a new Card and transfer the last Available Balance onto it. Alternatively, your Available Balance can be redeemed to you. Your Cashback account will still contain Cashback that has been accrued but not yet added to your Available Balance via a top up. If we replace the Card, the Card will be delivered to your home address (fees apply, see paragraph 13).

**11.5.**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 or you have failed to keep your Card or security information related to your Account safe or you have breached this Agreement, then you shall be liable for all losses you incurred.

**11.6.**The Financial Services Compensation Scheme does not apply to this Account. No other compensation schemes exist to cover losses claimed in connection with the Account.

**12. TRANSACTIONS MADE IN FOREIGN CURRENCIES**

**12.1.**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 Visa 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 or in an EEA currency you can find out the Visa exchange rate by emailing Customer Services. We will charge a foreign transaction fee for all foreign currency transactions (see paragraph 13).

**13. FEES**

**13.1.**Your Cards are subject to certain fees as follows:

|  |  |
| --- | --- |
| **Fees** | **Tariff** |
| Card fee every 2 years (single Card) | £0.00 |
| Additional Card fee every 2 years | £0.00 |
| Debit card INSTANT top up fee | 40p or free for tops-ups greater than £200 |
| Debit card REGULAR monthly top up | 40p or free over £200 load |
| Foreign transaction fee for Merchant transactions | 2.5% of the transaction amount |
| Replacement Card fee for lost Card | £10 |
| Redemption fee (where applicable) | £5 (or the Available Balance if lower than the said Redemption fee) |
| Administration fee (for expired Cards with an Available Balance) | £5 (per month) |
| Dormancy fee (for Cards which have been in issue for at least 2 years but have not been used for 12 consecutive months) | £5 (per month) |
| Additional checks for failed registrations | £5 |

**13.2**We will deduct any taxes, fees or charges due from the Available Balance on your Card. If there is no Available Balance on your Card, or taxes or charges exceed the Available Balance, we shall send an invoice to you and will require you to refund us within 14 days of receiving the invoice. Should you not repay this amount within 14 days of receiving an invoice, we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

**13.3.**All Card fees are inclusive of VAT. VAT invoices will not be issued.

**13.4.**If there are any funds remaining on Your Card after it has expired, and You have not requested a redemption, or not provided Us with all necessary ‎information to enable Us to make the redemption, an Administration fee will ‎be payable by You and will be deducted from Your Available balance (see the Fees and Tariff paragraph 13.1 above).

**13.5.**If Your Card has been in issue for at least 2 years but You have not used your Card for 12 consecutive months, a Dormancy fee will ‎be payable by You and will be deducted from Your Available balance (see the Fees and Tariff paragraph 13.1 above).

**14. DISPUTED TRANSACTIONS**

**14.1.**If you have a reason to believe that a transaction for which your Card is used is unauthorised or has been posted to your Account in error, then you must immediately contact Customer Services, but in any event, within 13 months of the date of the relevant transaction. We strongly recommend that you check your Account statement on the Website on a regular basis to identify any unauthorised transactions. 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. If you dispute a transaction, the Merchant must be able to prove that the transaction actually took place.

**14.2.**We will immediately refund the unauthorised amount into your Account to the position it would have been in if the unauthorised transaction had not taken place. We will have no further liability to you. If we subsequently discover that you were not entitled to a refund, we shall treat the refund as a mistake and be entitled to reapply the transaction, including any interest and charges, to your Account. In this event we will charge you a £10 administration fee.

**14.3.**If there are reasonable grounds for thinking that you may not be entitled to a refund based on the evidence available to us at the time you report the unauthorised transaction, we may investigate before giving you a refund.

**14.4.**You will be liable for all transactions made from your Account:

**14.4.1.**if you have acted fraudulently;

**14.4.2.**if the transaction was made because you deliberately or with gross negligence failed to keep your Card or Card Details secure or your PIN or other security information secret.

**14.5.**Where you have agreed that another person in the EEA can take a payment from your Account (e.g. if you have given your Card Details to a Merchant for the purpose of making a payment) you can ask us to refund a payment, which we will refund to you within 10 Business Days of our receipt of your request, if all the following conditions are satisfied:

**14.5.1.**the authorisation you gave did not specify the exact amount to be paid;

**14.5.2.**the amount that has been charged to your Account was more than you could reasonably have expected to pay based on the circumstances including previous spending patterns; and

**14.5.3.**you make the refund request within 8 weeks of the date when the payment was charged to your Account.

**15. VARIATION**

**15.1.**We may change this Agreement, including charges, fees and limits, at any time by providing you with at least 2 months prior notice by email (provided that you have supplied us with an up to date email address) and will ensure the most recent version is always available on the Website.

**15.2.**You may terminate your Card at any time within the 2 month notice period if you do not agree with the changes to the Agreement, and subject to paragraph 9.2 to 9.4, you can redeem any unused Available Balance at that time without a charge. However, in the event that you do not cancel during this period then you will be deemed to have accepted the changes and they will apply to you.

15.3 The only circumstance where we may give shorter notice than in 15.1 is where the change is required under law or regulation by a particular date, and there isn't time to give you notice.

**16. CANCELLATION**

**16.1.**You may cancel your Card before activating it, and up to 14 calendar days after the date of activation ("cancellation period"), by writing to Customer Services at the address given in paragraph 22 of this Agreement. This does not apply to replacement Cards where the cancellation period for the original Card has expired. Upon cancellation, we will refund to you within 30 days, the application fee and any Available Balance on your Card.

**16.2.**You may terminate your Card any time after the cancellation period by exercising your rights under paragraph 9. You will not be charged for cancelling your Card however, a redemption fee may apply if you choose to redeem the Available Balance on your Account (see paragraph 13).

**16.3.**If you terminate your Card and redeem all the Available Balance, this Agreement will terminate.

**17. TERMINATION OR SUSPENSION**

**17.1.**We can terminate this Agreement at any time provided that:

**17.1.1.**we will give you 2 months prior notice and refund the Available Balance to you without charge; or

**17.1.2.**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.

**17.2.**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 Cashback associated with your Card. Your Available Balance may be redeemed by you until the Card expires, and in accordance with paragraph 9 (fees may apply see paragraph 13).

**17.3.**We can suspend your Card at any time with immediate effect (and until your default or breach of this Agreement has been remedied or this Agreement is terminated) if:

**17.3.1.**we discover that any of the information that you provided to us when you applied for your Card was incorrect.

**17.3.2.**a transaction has been declined because of a lack of Available Balance.

**17.3.3.**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 cannot process your transactions due to the actions of third parties.

**17.3.4.**we reasonably consider it necessary to protect the security of your Card or because we suspect the Card is being used for illegal purposes. We will tell you in advance where we are able to, otherwise we will let you know immediately afterwards, unless we are prohibited to do so by law.

**17.4.**We may suspend your right to use your Card or refuse a transaction where we are required to do so by law or to comply with any regulatory requirement.

**17.5.**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.

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

**17.7.**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 repay them within 14 days. Should you not repay this amount within 14 days of receiving an invoice from the Programme Manager, they reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

**18. OUR LIABILITY**

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

**18.1.1.**we shall not be liable for us breaking a term of this Agreement or any default whether resulting directly or indirectly from any cause beyond our control, including but not limited to lack of funds, and/or failure of network services and data processing systems;

**18.1.2.**we shall not be liable for any loss of profits, loss of business, or any indirect or consequential losses and damages;

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

**18.1.4.**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

**18.1.5.**in the unlikely event that sums are deducted from your Available Balance but you did not authorise such deduction in accordance with this Agreement then our liability shall be set out in paragraph 14.

**18.1.6.**In all other circumstances where we are in default, our liability will be limited to redemption of the Available Balance remaining on your Card.

**18.2.**Nothing in this Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence, misrepresentation or fraud.

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

**18.4.**The above exclusions and limitations set out in this paragraph 18 shall apply to any liability of our affiliates, the Programme Manager, Visa 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.

**19. YOUR INFORMATION**

**19.1**. We only use your personal information in accordance with our Global Data Protection Policy. In order for you to understand how we collect, use, store, share, transmit, transfer, delete or otherwise process your personal data, please take the time to read our Global Data Protection Policy <https://sodexoengage.com/privacy-cookies> as it includes important terms which apply to you.

**19.2** We, the Programme Manager and our affiliates are committed to maintaining your personal data in accordance with the requirements of the laws relating to the collection, processing and use of your personal data 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 this Agreement, your personal information will not be passed to anyone without your permission. To comply with Anti-Money Laundering Regulations, we may request evidence of identity from you at any time.

**20. COMPLAINTS PROCEDURE**

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

**20.2.**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 sent to you.

**20.3.**If we fail to resolve your complaint to your satisfaction you may refer your complaint to the Financial Ombudsman Service (FOS), you can do so by calling them on 0800 023 4567 or making a complaint online at https://www.financial-ombudsman.org.uk/contact-us/complain-online. More information can be found at https://www.financial-ombudsman.org.uk/consumers/how-to-complain

**21. GENERAL**

**21.1.**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.

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

**21.3.**You may not assign or transfer any of your rights and/or benefits under this Agreement and you shall be the only party to this Agreement with us. You will remain liable until all Cards issued under this Agreement are cancelled or have expired and all sums due under this Agreement have been paid by you in full. We may transfer our rights and benefits at any time without prior written notice to you or consent from you. We may subcontract any of our obligations under this Agreement. Your rights will not be affected as a result of such transfer or subcontracting arrangement.

**21.4.**No third party who is not a party to this Agreement has a right to enforce any of the provisions of this Agreement, save that the Programme Manager, Visa 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 18.4 may enforce paragraph 18.

**21.5** You can obtain a copy of this Agreement at any time by visiting the Website. You can also ask us for an additional copy of this Agreement at any time by contacting us on the details in Clause 22. In addition, you can view the UK's Payment Service Regulations 2017 at: http://www.legislation.gov.uk/uksi/2017/752/pdfs/uksi\_20170752\_en.pdf

**21.6**This Agreement is governed by English law and you agree to the exclusive jurisdiction of the courts of England and Wales.

**22. CONTACTING CUSTOMER SERVICES**

If you need assistance, you can contact Customer Services by calling 01908 228341 between the hours of 9.00am and 5.30pm on Monday to Friday (excluding bank holidays), by sending an email to bubursary@mail.sodexoengage.com or by writing to BU Bursary/Scholarship Card, Sodexo, Avalon House, Breckland, Linford Wood, Milton Keynes, Buckinghamshire, MK14 6LD, England. A Lost and Stolen or unauthorised Card use service is also available 24 hours a day, seven days a week on the Customer Services number, 01908 228341. Please note there may be a call charge applied by your network.

**23. COMMUNICATIONS**

23.1 We will never ask you for your personal details (for example, PIN and/ or other Security Details) by letter or email. If we contact you by phone, we may need to identify you. We'll do this by asking you for certain information known only to you. We will never ask you to make payments from your Account to another account or ask you for your PIN.

23.4 This Agreement is in English and we will only write and communicate with you in English.

**Programme Terms and Conditions**

1. Savings that this card offer will only be paid to you whilst you remain eligible to apply for a card and any card fees due have been paid.
2. Once your company leaves the scheme you will be unable to top up your card, however you will still be able to use the remaining balance until your card expires. Alternatively you can contact us and we will be able to refund your balance by cheque, but there is a £5 redemption fee for this. The savings that this card offers will only be paid whist your employer is part of the scheme, therefore any savings that are earned after your final load will be lost
3. Savings are retrospective and only added to your account when you top up your card.
4. If you do not top up for 12 months, you will lose any savings earned.
5. Your card is not intended for business use and therefore profits should not be gained by using this card.
6. Savings only apply to purchases made from the listed Participating Retailers at stores located within the UK and online using their UK website. Some restrictions apply please refer to the programme website for the most up to date details
7. Transactions can take 7 days to reach your account with the exception of Sainsbury's, which can take longer. If a transaction is missing after that time then please contact us. Please note that transaction may take up to a maximum of 6 months to clear.
8. If a transaction is "pending" ie the funds have been allocated but not taken then they will expire after the following period of time:

            a. Transaction value between 0p and 5p in 1 day
            b. Transaction value between 6p and £9.99 in 5 days
            c. Transaction value between £10.00 and £99.99 in 10 days
            d. Transaction value between £100 and £499.99 in 2 months.

1. We can facilitate the expiry of a transaction before the above time lines if proof of purchase through another means or if a duplicate successful transaction can be seen on the account.
2. Sodexo cannot be held liable for failures of third party suppliers this includes, but is not limited to, the retailer, VISA, the payment processor, the e-money provider. Any savings lost as a result of a third party supplier failure will not be paid by Sodexo.
3. Sodexo reserve the right to amend the list of retailer partners and the savings rate offered by them at any time. We will always aim to give you at least one month's notice of any reductions in the number or retailers or the rate they offer. Please refer to the programme website for the most up to date details.
4. Some online retailers (for example Boots and Debenhams) use a third party (DRL Limited) to provide larger goods such as washing machines. Unfortunately these do not qualify for savings.
5. Please ensure your address, telephone and email address are kept up to date as we may need to contact you from time to time.
6. Replacement cards will be sent to the address we hold on the database. If you have not informed us of an address change you will be charged at £10 for the re-issue of a card. Other card fees may apply, please see the programme website for further details.
7. Statements are only available for 5 months online however if you contact Customer Services we can give you a full listing.
8. Please be aware if you use your Spree card to accept a refund for a transaction that was not originally carried out using the spree card and that refund is in one of our retail partners you may find that CashBack is deducted from your spree card balance. This is an automated action to counter the original sale where the system assumes that you paid for the transaction initially with your Spree card. It is your responsibility to ensure that the correct card is used when any refunds are made. Sodexo are not liable for any rebates lost in this manner.
9. Sodexo reserve the right to amend these programme terms and conditions at any time.
10. Your cashback card should not be used to purchase gift cards in-store or online.
11. Your cashback card cannot be used to settle individual store card accounts.