

American Express Charge Card Agreement
Part 1 of your Agreement
This Agreement governs your use of your Card and your Account. Your Card allows access to your Account and any Card Benefits provided in connection with the Card. The Card is separate from your Account. You may choose to apply for a Card with certain Card Benefits or to opt for a Card without Card Benefits (called a Basic Card).
Who provides the Card?
The issuer of the card is: American Express Services Europe Limited Our registered office is: Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX You can contact us on: 0800 9178047. You can also contact us via the online account centre. Visit our website to access or register for your online account. Our website is: www.americanexpress.co.uk

What fees and charges apply?	
Cardmembership Fee	<p>Depending on the type of Card issued to you, a Cardmembership Fee may be payable which may include a joining fee and/or a periodic fee. The periodic Cardmembership Fee may be payable either on an annual or monthly basis (dependent on the type of Card you have been issued with). Where an annual Cardmembership Fee is payable, it is charged for each membership year and is applied to your Account on your first statement date (or such later date as is notified to you) and the statement date following each membership anniversary. Any joining fee will be payable with the first periodic Cardmembership Fee only.</p> <p>Subject to any promotional offer we may make to you, the amount of the fee is shown in the Cardmembership Fee Schedule provided to you with this Agreement. There is no Cardmembership Fee for a Basic Card.</p> <p>A membership year starts on the date we open your Account on our systems and runs to the day before the next anniversary of membership. The membership year may be changed where there is an Account upgrade or downgrade or where a different Cardmembership Fee becomes payable. In that case, the membership year will run from the date the product or fee change took effect on our systems.</p>
Supplementary Cardmembership Fee	<p>Unless you have an American Express Basic Card Account you can ask us to issue Supplementary Cards on your Account. You can check whether you are entitled to free Supplementary Cards as part of your Card Benefits by calling us using the telephone number on the back of your Card. Otherwise, we will charge a Supplementary Cardmembership Fee for each Supplementary Card we issue at your request.</p> <p>Subject to any promotional offer we may make to you, the amount of the fee is shown in the Cardmembership Fee Schedule provided to you with this Agreement.</p> <p>Supplementary Cardmembership Fees are payable for each Supplementary Card issued, either on an annual or monthly basis (depending on the type of Card you have). Each is applied to your Account on the date that the relevant Supplementary Cardmembership is set up. If the fee is payable annually, it is then applied on each anniversary of the date that the relevant Supplementary Cardmembership is set up.</p> <p>A Supplementary Card membership year starts on the date we issue the Supplementary Card on our systems and runs to the day before the next anniversary of membership. The membership year may be changed if you switch to another American Express product or where a different Cardmembership Fee becomes payable. In that case, the membership year will run from the date the product or fee change took effect on our systems.</p>
Late Payment Fee	£12 is payable each time you do not pay your Payment Due by the date that your next month's statement is issued, provided your Payment Due is at least £12.

Returned Payment Fee	£12 is payable if any payment to your Account is not honoured by your financial institution when first presented for any reason.
Statement Copy Fee	£2 is payable for each additional copy of a paper statement you request.
Charge Record Copy Fee	£3 is payable for each copy you request of a record relating to charges applied to your Account (for example a merchant receipt).
Non-Sterling Transaction Fee	2.99% of the converted Pounds Sterling amount is payable (see ' <i>Converting Transactions made in a foreign currency</i> ' in Part 2).
Collection Costs	In addition to the fees set out above, you agree to pay all reasonable costs, including legal advisers' fees that we incur in collecting amounts you owe.

What are the Spending Limits?

Setting spending limits	<p>Although generally there is no pre-set spending limit on our charge cards, we may at our discretion decide on and inform you of a temporary or permanent spending limit applicable to your Account, which is the maximum amount which can be outstanding at any time on your Account (including use by any Supplementary Cardmembers). We may do this even if your Account is not in default.</p> <p>You agree to manage your Account so that Transactions billed to your Account do not exceed the spending limit (where applicable).</p>
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How are repayments to be made?

Making repayments	<p>You must pay the Payment Due, which will be the full outstanding balance on your Account each month as shown on your statement. This should reach us and be credited to your Account by the Payment Due Date (which is also shown on your statement).</p> <p>Credits and refunds to your Account will be treated as payments made by you.</p> <p>If we request, you also agree to pay us any amount by which you have gone over any spending limit immediately or together with your Payment Due.</p> <p>For further information about how to make payments, see '<i>How to pay</i>' in Part 2.</p>
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Can this Agreement be changed?

When we make changes	<p>As there is no expiry date on your Account, and we hope that you will have your Account with us for a long time, we cannot predict all of the reasons which could mean that we might change the fees or any other term of this Agreement, including the services we provide with your Account.</p> <p>We have set out specific reasons why we would make changes to the Agreement below. We will always:</p> <ul style="list-style-type: none"> • have a valid reason for making the change (even if it isn't one of the reasons set out below); • tell you in advance about the change; and • let you end the Agreement without charge if you do not want to accept the change. <p>Our main reasons for changes</p> <p>We can change the Agreement, including by changing or introducing fees, for any of the following reasons:</p> <ul style="list-style-type: none"> • to make sure that our business maintains a broadly similar level of profitability and competitiveness by making sure that we continue to earn an appropriate return from providing your Account. For example, we can change fee levels, or the way we charge fees: <ul style="list-style-type: none"> - where the costs to us of providing your Account (including how much we have to pay to borrow funds to lend to you when you spend on your Account) have changed or we have a good reason to expect that they will change; and - in order to ensure that they continue to reflect the fair value of the Account you hold;
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- where we are changing the services we provide with your Account; or where we are changing the Card Benefits offered with your Account (see '*Benefits offered with your Account*' below);
- where the change is either good for you (including where we are making the change to improve the security of your Account or we are making the Agreement clearer or fairer) or neutral;
- to reflect changes or developments in the technology or systems which we or our industry uses;
- where we are making the change to reflect a change in law, regulation or industry codes of practice (including where we have a good reason to expect a change), or to reflect a decision by a court, regulator or the Financial Ombudsman Service (or equivalent); or
- where we have a good reason to think that a change in your circumstances or generally means that the risk that you might not be able to repay us has increased.

Telling you about changes

We will give you at least two months' advance personal notice of the change, unless the change is not to your disadvantage. In this case, we will give you personal notice but we may make the change more quickly. We will always give you details of when the change will take effect. If you do not want to accept any change, then you can always end this Agreement by paying off all the amounts you owe us and telling us to close your Account (see '*Ending your Agreement*' in Part 2).

Benefits offered with your Account

The Card Benefits offered with your Account are subject to separate terms and conditions. We may change any Card Benefits offered with your Account including removing a Card Benefit, substituting a new Card Benefit, changing a Card Benefit provider or altering the costs associated with a Card Benefit, provided we reasonably believe the overall Card Benefits associated with your Account represent good value and are competitively priced.

Switching you to a different type of Card

We may switch the type of Card we issue you with, and this might mean that we also make changes to this Agreement. This may happen if, as a result of our assessment of your circumstances, we believe that you no longer qualify for your current Card or that you now qualify for a different Card. We will always give you notice of these changes. However, if you have told us that you would like to switch to a different Card, we can choose to provide you with a new Card more quickly.

Some other things you need to know

Business customers only	For the American Express Business Card the Business is jointly and severally liable with you to pay to us when due all charges on the Account made by you and any Supplementary Cardmember. This means that we can demand payment of the entire balance owing on an American Express Business Card from you or the Business.
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This document (Part 1), together with the "How your American Express Account Works" document (Part 2) make up the Agreement.

Your Right to Cancel

Unless you are a business customer, you can cancel this Account within 14 calendar days beginning from the day you receive your Card.

If you would like to cancel please either destroy or return to us all cards and write to us at American Express, Department 871, 1 John Street, Brighton, East Sussex BN88 1NH or call us on 0800 9178047 confirming that you want to cancel the Account.

If you choose to cancel this Account you will, except for any Cardmembership Fees and Supplementary Cardmembership Fees, be liable for any balances on the Account. If you do not cancel, the Account will continue until ended by either one of us.

How Your American Express Account Works

Part 2 of your Agreement

Your Agreement	<p>You must not overpay us so that we owe you money. We call this having a credit balance. If you have a credit balance, we may contact you to arrange for repayment.</p> <p>This is not a payment account for the purposes of the Payment Accounts Regulations 2015.</p> <p>You can request a further copy of this Agreement free of charge at any time during the term of the Agreement.</p>
Words we use in the Agreement	<p>We, us, and our mean the issuer shown in Part 1.</p> <p>You are the Cardmember. You may request a Supplementary Card for a Supplementary Cardmember (see 'Supplementary Cardmembers' below).</p> <p>Account means any account we maintain in relation to Cards and to which we charge Transactions.</p> <p>Card means any card or other device that we issue to access your Account, or any personalised set of procedures that we agree that you may use in order to request a Transaction, for example when you use Apple Pay or other similar technology to authorise a Transaction.</p> <p>Card Benefits means additional services and discretionary benefits provided in connection with an Account. Examples of Card Benefits may include discretionary insurance benefits, assistance services, rewards programs and merchant offers (see 'Card Benefits' below)</p> <p>To pay by a certain date means to send your payment so that we receive it and credit it to your Account by that date (see 'When you must pay' below).</p> <p>A Transaction is any amount added to your Account, such as purchases or fees.</p> <p>A purchase is a Transaction using your Card to acquire goods or services.</p> <p>Your balance is the balance that results from any Transactions on your Account.</p>
Using the Card	<p>You may use your Card, subject to any restrictions set out in this Agreement, to pay for goods and services from merchants who accept the Card.</p> <p>If you are a business customer, then you or any Supplementary Cardmembers may only use the Card (including Cards used by Supplementary Cardmembers) for Transactions made for the purposes of your business. You and Supplementary Cardmembers must not use the Card for personal Transactions.</p> <p>If your Card is cancelled or suspended for any reason, all other Cards issued on your Account may be cancelled or suspended at the same time.</p> <p>You may not use your Account for illegal activities or in a manner which disguises the true nature of the Transaction, for example, by obtaining cash through a Transaction which you know will be treated as a purchase of goods and services, or by using your Card at a merchant you own or control. If you do this, note that we are likely to be unable to provide you with rewards to which you would otherwise have been entitled.</p> <p>If you make a purchase via a third party we are not able to identify where you have made the purchase. This means we will be unable to provide any merchant or industry specific rewards or offers which are linked to the underlying purchase.</p> <p>We may issue you with Cards to replace your existing Cards (including if we switch you to a different type of Card). Cards may have an expiry date and we may ask you to return expired cards to us. If we do not do so, you must destroy any expired Card in a way that means it cannot be used (e.g. by cutting it into pieces).</p>
Authorising and declining Transactions	<p>You authorise a Transaction when you request a Transaction using your Account by presenting or providing a Card, the Card details or Account details and, if required for the Transaction, entering</p>

	<p>any Card PIN, password, personal identifiers or by following the relevant personalised set of procedures that we have agreed that you may use in order to request a Transaction.</p> <p>You can only cancel future dated Transactions, or recurring Transactions (for example, Transactions that are part of a series such as annual membership fees), if you cancel them by the end of the working day before they are due to be processed.</p> <p>We may impose and vary limits and restrictions on certain uses of the Card or certain Transactions. For example Transactions authorised by contactless readers may be subject to maximum Transaction amounts (per authorisation or within a period).</p> <p>We may decline to authorise a Transaction on reasonable grounds. Reasons we may do this include suspected unauthorised or improper use, fraud, technical difficulties, legal requirements, if the use of the Card would be prohibited or because certain types of Transactions are not available (including if the Transaction would exceed a Transaction limit of some sort).</p> <p>We may decline to authorise a Transaction even if your Account is not in default. If we do, you will normally be told at the point of sale, but you may not be. In all cases, you can find out about Transactions we have refused or any other restrictions imposed on your Card by calling us (our contact details are at the beginning of this Agreement).</p> <p>We are not responsible for any losses you incur if we do not authorise a Transaction and we are not responsible if any merchant refuses to accept the Card.</p>
<p>Contactless payments and mobile wallet technology</p>	<p>Cards issued on your Account may be equipped to enable contactless payment. Contactless payments enable you to make Transactions simply by holding your Card against a Card reader. We may deactivate contactless payments at any time.</p> <p>We may permit you to use mobile or other payment wallet technology (provided by a third party company or by another of our group companies) to request Transactions. Use of wallet technology may be subject to further terms of use, but this Agreement still applies to any Transactions you request using payment wallet technology.</p>
<p>Transactions you have not authorised</p>	<p>You will not be responsible for any unauthorised Transactions incurred before you receive the Card which was used.</p> <p>You will not be responsible for Transactions where you or a Supplementary Cardmember have not allowed someone else to use your Account or Card. If the Card or Account usage was allowed, you may be responsible for all Transactions which occur before you tell us you suspect your Account is being misused. If you act dishonestly, you will be responsible for all Transactions.</p> <p>If you have allowed someone else to access a mobile phone or other device to which your Card has been registered (for example by giving them your passcode or by letting them add their fingerprint to it), we will treat the Transactions made using the device as authorised, so you will be responsible for them.</p> <p>If there are errors in a Transaction and this is our fault, we will reverse the Transaction and restore your Account. We may then resubmit the correct Transaction.</p> <p>If upon contacting us, you wish to dispute a Transaction, we will initiate an inquiry and may suspend the Transaction on your Account if we reasonably consider there to be a valid dispute. Once investigations are complete, we will adjust your Account accordingly.</p>
<p>Transactions for unexpected amounts</p>	<p>If you make a Transaction at a merchant within the European Economic Area and, at the time that you authorised it, you did not know the amount of the Transaction, you can request a refund from us if the amount charged is more than you reasonably expected.</p> <p>You must request the refund within 8 weeks from the date of the statement on which the Transaction appears.</p> <p>You will need to provide us with all the information we reasonably ask for and we may provide this information to third parties investigating your claim. We will conclude our investigations within 10 business days of us receiving all required information and either make the refund (normally</p>

	adjusting your Account) or tell you why we have refused your claim.
Theft, Loss or Misuse of the Card or Account	<p>You must:</p> <ul style="list-style-type: none"> • sign the Card (if applicable) and keep it in your possession and secure (including using device passcodes where applicable); • not let others use your Card and regularly check you still have it; • not give your Card, Account details, PIN or other passwords to anyone else other than when you are authorising a Transaction and do not let others see them when you use them; • choose a PIN or password that is not easy to guess. <p>If you register your Card for use on a mobile phone or similar, you must keep it and your security credentials safe and secure at all times, in the same way you would your Card or PIN, and you must always use the lock feature on the phone or other device. Never share your security credentials or allow another person to have access to the device in a way which allows them to make payments using your Card on the device.</p> <p>You must tell us straight away if you suspect:</p> <ul style="list-style-type: none"> • a Card has been lost or stolen or not received; • a phone or other device to which your Card has been registered has been lost, stolen or compromised; • someone else knows a PIN or other security code; or • your Account or Card is being misused or used without your authorisation, or a Transaction on your Account has not been authorised or has been processed incorrectly. <p>Once you have told us, we will cancel the Card and a replacement Card will be issued.</p>
When you must pay	<p>You must pay the Payment Due, which is the full outstanding balance on your Account each month as shown on your statement. This should reach us and be credited to your Account by the Payment Due Date (which is also shown on your statement).</p> <p>Credits and refunds to your Account will be treated as payments made by you.</p>
How to pay	<p>You must make payments to us in Pounds Sterling by any method set out on your statement or any method we otherwise tell you about or permit you to use.</p> <p>You must make a separate payment for each Account you hold with us. If you send payments together and do not clearly designate the Account to be paid, we may apply payments to any Account.</p> <p>We will credit payments to your Account as of the day we receive the funds, as long as we receive them within our business hours that day. If we receive a payment after that time, we will credit it on the day after we receive it.</p> <p>If your payment does not meet the instructions set out in your statement, there may be a delay in crediting your Account. This may result in Late Payment Fees being applied.</p> <p>Any time periods for making your payment to us that we may provide are estimates only and are dependent on the payment system and service provider you choose to make payment. You must allow sufficient time for us to receive funds by the Payment Due Date. Third parties who send us or process your payment on your behalf are not our agents and their receipt of a payment will not be treated as the time we receive your payment.</p> <p>If we decide to accept a payment made in a foreign currency, we will choose a rate to convert your payment into Pounds Sterling, unless the law requires us to use a particular rate. We may impose additional charges for converting payment including any currency conversion cost incurred by us.</p> <p>If we process a late payment, a partial payment or a payment marked with any restrictive language</p>

	<p>(such as in full and final settlement), that will have no effect on our rights (e.g. to recover the full balance owing) and will not change this Agreement.</p> <p>Although we may credit your Account with a payment, we reserve the right to reverse the payment if it is returned or dishonoured for any reason.</p>
How we apply payments and credits	<p>We will normally apply payments to your Account in the following order:</p> <ul style="list-style-type: none"> • applicable Cardmembership Fees and Supplementary Cardmembership Fees; • service charges (for example, Statement Copy Fees); • Late Payment Fees; • other fees charged by us that appear as a separate item on your monthly statement, for example, Returned Payment Fees; • collection charges; • Transactions that have appeared on a monthly statement; and • Transactions that have not yet appeared on your monthly statement.
Missing payments	<p>Missing payments by failing to make Payments Due by the Payment Due Date could mean you have to pay additional charges or costs, your credit rating may be affected making obtaining credit more difficult or expensive, legal action may be taken against you, an application may be made to make you bankrupt, or, if we obtain a charging order, we may obtain an order for sale which could lead to your home being repossessed.</p>
Supplementary Cardmembers	<p>At your request, we may issue Cards to Supplementary Cardmembers. These Cards are part of your Account and you must make sure that Supplementary Cardmembers keep to this Agreement.</p> <p>If you are a business customer, any Supplementary Cardmember must be a co-owner, partner, director, committee member or an employee of the business.</p> <p>If you have any other type of Card, you are responsible for all use of your Account by Supplementary Cardmembers and anyone they allow to use your Account. This means that you must pay for all Transactions they make, subject to the terms of this Agreement.</p> <p>If you want to cancel a Supplementary Cardmember's right to use your Account (and cancel their Card) you must tell us.</p> <p>We may limit the number of Supplementary Cardmembers allowed on your Account.</p>
Converting Transactions made in a foreign currency	<p>If you make a Transaction that is submitted to us in a foreign currency, or if we receive a refund in a foreign currency, it will be converted into Pounds Sterling by us on the date it is processed (which may be different to the date of the Transaction or refund). This means that the exchange rate used may differ from the rate that is in effect on the date of your Transaction or refund. Exchange rate fluctuations can be significant.</p> <p>If the Transaction or refund is in U.S. Dollars, it will be converted directly into Pounds Sterling. In all other cases, it will be converted into U.S. Dollars first and then into Pounds Sterling. However, only one Non-Sterling Transaction Fee will be payable.</p> <p>Unless a particular exchange rate is either required by law, or is used as a matter of local custom or convention in the territory where the Transaction or refund is made (in which case we will look to be consistent with that custom or convention), the exchange rates we use will be based on interbank rates selected from customary industry sources on the business day prior to the processing date. We call this conversion rate the 'American Express Exchange Rate'.</p> <p>The American Express Exchange Rate is set each business day. Changes in the rate will be applied immediately and without notice to you. You can find our rates via the 'My Account' section of the online account centre or by calling us (our contact details are at the beginning of this Agreement).</p>

	<p>When you make a Transaction in a foreign currency, you may be given the option of allowing a third party (for example, the merchant) to convert your Transaction into Pounds Sterling before submitting it to us. It is your decision whether to use the third party currency conversion or not. If you decide to do this, the currency conversion will be at an exchange rate selected by the third party and may include a commission or charge, also selected by the third party. You should check the fees and charges before completing the Transaction to ensure that you do not pay more than necessary. Since a Transaction converted via the third party will be submitted to us in Pounds Sterling, we will not apply a Non-Sterling Transaction Fee.</p>
<p>Statements</p>	<p>We will provide you with or make available to you statements relating to your Account at least once a month if there has been any Account activity and otherwise once every 12 months. We may send you notices (including all information we are required to send you, including information about changes to this Agreement) on or together with your statements.</p> <p>In addition to payment information, each statement will show all Transactions made using Cards in the statement period, the total Account balance, and any American Express Exchange Rate used in the conversion of a foreign currency Transaction and the Non-Sterling Transaction Fee.</p> <p>Always check each statement for accuracy and contact us as soon as possible if you need more information about a Transaction on any statement (our contact details are at the beginning of this Agreement). We reserve the right to make some Account data available to you on request once a month. If we do, we will notify you in your statement.</p> <p>Statements might also contain important information about the Card or Card Benefits (for example, American Express Invites or promotional offers available to you as an American Express Cardmember). If you are registered for our online account centre, this information might also be displayed on web pages associated with your online services.</p> <p>Unless you have told us otherwise, we will send you statements by email to the email address you have most recently given to us, by posting them to a secure website or by making them available to you in any other lawfully permitted manner. You should make sure you regularly check this information and any mail we post to you electronically in the same way you would written mail.</p> <p>If you have asked to receive your statements by post, we will send statements through the U.K. post, addressed to you, at the latest billing address on our records.</p>
<p>Contacting you</p>	<p>We may send you alerts, important messages and other communications about your Account by email, by SMS or by posting them securely on our website, for example, we may send you an alert to confirm that you have updated your contact information.</p> <p>If you enrol for online services, you must keep your username, password and also your email access and mobile phones safe and secure as some Account information may be disclosed via these means.</p>
<p>Changing your contact details</p>	<p>You must notify us immediately if you change the mailing address or email address to which we send statements or notices.</p> <p>If you have more than one Account with us, you need to notify us in relation to each Account.</p> <p>We may update your contact details if we receive information that they have changed or are incorrect.</p> <p>If we have been unable to deliver any communications or these have been returned, we may stop attempting to communicate with you until we receive accurate contact information. We are not responsible if you do not receive a communication (other than information we are required to provide by law) if we send it to the address you have given us, or if we do not send the communication because previous communications have been undeliverable.</p>
<p>Cancelling or suspending your Account</p>	<p>We may cancel or suspend your Account (i.e. permanently or temporarily stop you from using your Card or Account to make any Transactions and prevent you from accessing any services offered under this Agreement); cancel or suspend any feature on your Account; or withdraw or not reissue</p>

	<p>any Card.</p> <p>We may do this for security reasons, in the event you default, if we suspect unauthorised, improper and/or fraudulent use, or because there is a significantly increased risk that you will not be able to repay and on time (for example, if you are made bankrupt). We will normally notify you beforehand or immediately afterwards and may provide you with the reasons.</p> <p>If your Account is cancelled or suspended, you must not use your Cards and, if cancelled, must destroy them, and you must still pay us your total Account balance. We may notify merchants that your Account has been cancelled or suspended.</p> <p>We may agree to reinstate your Account after we have stopped you from using it if the reasons we restricted your Account in the first place are no longer present. You can tell us this is the case and request reinstatement via our website or by calling us (our contact details are at the beginning of this Agreement). If we do this, we may:</p> <ul style="list-style-type: none"> • reinstate any Cards issued on your Account; and • charge you any applicable Cardmembership Fee(s).
<p>Ending your Agreement</p>	<p>This Agreement is open ended and has no fixed duration. It will continue until you or we close the Account, which you can do at any time by calling us or writing to us (our contact details are at the beginning of this Agreement).</p> <p>We may end this Agreement immediately if you are in default (see '<i>Breach and default</i>' below).</p> <p>We may also end this Agreement by giving you at least two months' written notice without any explanation being required. We will always follow any legal requirements to provide you with notices before we end the Agreement.</p> <p>The Agreement will only come to an end once you have paid off all amounts you owe us. Until this time, all of the terms of the Agreement will continue to apply (including our right to change the terms of the Agreement), but you will have no rights under it to use the Account to make Transactions and you will not be entitled to any Card Benefits that are included with it.</p> <p>When either of us end the Agreement you must:</p> <ul style="list-style-type: none"> • on demand pay off all amounts owing on your Account, including those not yet billed; • destroy all Cards and stop using your Account; and • inform merchants not to seek to take any further Transactions from your Account. <p>Any periodic Cardmembership Fee and Supplementary Cardmembership Fee paid in advance in respect of the remaining part of the period in which your Account is closed will be returned to you pro-rata taking into consideration the length of time until the end of the current period.</p>
<p>Breach and default</p>	<p>We may treat you as seriously breaching this Agreement if you fail to pay the Payment Due by the Payment Due Date.</p> <p>We may consider your Account to be in default if:</p> <ul style="list-style-type: none"> • you seriously or persistently breach this Agreement; • you give us false or misleading information; • steps are taken to make you bankrupt or to make you the subject of any form of debt relief process; • you default under another agreement you have with us or another of our group companies; • you become incapacitated or die; or • we have reasonable grounds to believe you are unable or unwilling to pay your debts when due.

	If you are having or may have difficulty making payments, please call us as soon as you can.
Card Benefits	<p>We may make Card Benefits available to you and we will communicate with you in relation to them. These may be provided under separate contractual agreements, which we may change (see '<i>Can this Agreement be changed?</i>' in Part 1). We may receive compensation from additional service providers and our compensation may vary by provider and product.</p> <p>We will provide details of the Card Benefits when you apply for your Card and in other documentation we send to you, such as in welcome packs.</p> <p>We or our group companies may also tell you about other insurance and non-insurance products or services that we think may be of interest to you, but are separate to your Account, in accordance with your marketing preferences.</p> <p>We or our group companies may act on behalf of a provider of any of these products. The products are not sold by us on our behalf and we will not be acting as an agent for you (although they may be sold by our group companies). These are not compulsory products.</p> <p>We or our group companies may receive commission for selling any of the Card Benefits to you. We or our group companies may also get additional commission when Amex Assurance Company or another group company is the insurer or reinsurer. Commission may influence what products and providers we or our group companies tell you about.</p> <p>If products or services carry a separate fee, this may be charged to your Account.</p> <p>Card Benefits that are provided by third parties are subject to the terms and conditions set by the third party and any dispute must be settled directly with the third party unless you have a legal claim against us.</p>
Set off	We may, at any time, as a continuous right, without notice or demand, set off against any credit on your Account any amount due by you to us on any other Account (in whatever currency) you have with us, until your liability for the amount owed is fully satisfied and discharged.
Complaints about us	<p>If you have a complaint about your Account or the service you have received, please contact:</p> <p>Executive Customer Relations Department, American Express, Department 333, 1 John Street, Brighton, East Sussex BN88 1NH.</p> <p>If you are unable to resolve your complaint with us and have received a final response from us confirming this and you are not a business customer, you have a right to refer it to the Financial Ombudsman Service. If you are a business customer you may have a right to refer it to the Financial Ombudsman Service</p> <p>The Financial Ombudsman Service's details are:</p> <p>Address: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.</p> <p>Telephone: 0800 023 4567 (free on mobile phones and landlines) or 0300 123 9123, or +44 20 7964 0500 if calling from abroad</p> <p>Email: complaint.info@financial-ombudsman.org.uk</p> <p>Website: financial-ombudsman.org.uk</p> <p>You can also make a complaint via the following website: https://webgate.ec.europa.eu/odr</p>
Claims against merchants	<p>If you dispute a Transaction with a merchant, we may credit the Account for all or part of the disputed Transaction.</p> <p>If we do so, whether we were legally required to make the refund or not, you and any Supplementary Cardmembers agree that you are automatically deemed to assign and transfer to us all rights and claims (excluding tort claims, such as negligence) against the merchant.</p> <p>You agree that you will not pursue any claim against the merchant for the credited amount, and you must cooperate with us if we decide to do so.</p>

Assigning the Agreement	We may sell, transfer or assign this Agreement and your Account. We may do so at any time without notifying you, unless we are required to notify you by law. You may not sell, assign or transfer your Account or any of your obligations under this Agreement.
Waiver of rights	We may choose to delay enforcing or to not exercise rights under this Agreement. If we do this, we do not waive our rights to exercise or enforce them on any other occasion.
Language and governing law	<p>This Agreement and all communications between us concerning this Agreement shall be in English.</p> <p>This Agreement and dealings between us before you enter into the Agreement are governed by the non-exclusive laws of England and the courts of England shall have non-exclusive jurisdiction over us and you.</p>
Taxes and duties	You must pay any government tax, duty or other amount imposed by law in any country in respect of the Card, any Transaction on your Account or any use of the Account by you or any Supplementary Cardmember.
Limitations on our liability	If we break this Agreement, we will not be liable to you for losses and costs caused by abnormal or unforeseeable events, that we cannot reasonably control and which would have been unavoidable despite all reasonable efforts to prevent the event happening.

American Express Charge Card – Cardmembership Fee Schedule

American Express® Business Gold Card

Type of Fee	Your Card	Applicable Fee
Cardmembership Fee	American Express Charge Card - Basic Card	£0
	American Express Charge Card – American Express Business Gold Card	£125* *We will waive this fee in your first account year with us
Supplementary Cardmembership Fee	American Express Charge Card - Basic Card	Not applicable (no Supplementary Cards available)
	American Express Charge Card – American Express Business Gold Card	£0

Your Personal Information

Privacy Statement

What is this document?

This privacy statement describes how American Express collects, uses and shares information about you. If you interact with us online, there is a separate **Online Privacy Statement** available at americanexpress.co.uk that describes how we collect and use information about you in that context, including where information provided online is combined with personal information which is collected as described in this privacy statement. We therefore ask that you also take time to consider the Online Privacy Statement.

Information Collected

We will collect information about you (**Personal Information**) from:

- your Card Account (**Account**) application form and other forms you provide to us;
- checks at credit reference agencies and fraud prevention agencies including personal and business records (if relevant);
- you, in order to manage your Account and through the way you use your Account and our other services including transactions made using your Account with merchants or ATM operators;
- surveys and statistical research;
- third parties, such as in marketing lists which we lawfully obtain.

We may also obtain Personal Information from the parties listed in the 'Information Disclosed' section below.

Information Disclosed

We may disclose Personal Information (which may include details of goods and/or services you purchase) to:

- companies within the worldwide American Express group of companies including our joint ventures and joint ventures of our group, both current and in the future, as we develop new business either on our own or with others (our **Group**), third parties who process transactions submitted by merchants on the American Express network where you use your Card (worldwide);
- parties who distribute the card;
- any other co-branded partner set out in the agreement governing use of your Account;
- any party approved by you, including any loyalty partners that you connect to your Membership Rewards account and, dependant on your card product, any partners available in your card benefits programme with whom you choose to enrol;
- our processors and suppliers;
- the providers of services and benefits associated with your Account;
- collection agencies and lawyers for the purpose of collecting debts on your Account.
- parties who accept the card in payment for goods and/or services purchased by you; and
- anyone to whom we may transfer our contractual rights.

Use of Information

We may use Personal Information, including aggregated or combined with other information for any of the following purposes:

Delivering our products and services to you

This will include:

- processing applications for our products including making decisions about whether to approve your application;
- helping us better understand your financial circumstances and behaviour so that we may make decisions about how we manage your Account, such as whether to approve transactions, including

transactions that you make using digital card wallet technologies on mobile devices;

- administering and managing your Account including to process transactions you make on your Account;
- communicating with you, including by e-mail, SMS or any other electronic method about any American Express accounts, products, and services which you hold (including for the purpose of servicing and by way of Account alerts);
- giving you important information about updated and new features and benefits;
- answering questions and responding to your requests; and
- administering, servicing and managing any benefits or insurance programmes provided alongside your card;

We may use Personal Information to prepare reports for third party business partners about Account usage. Reports only contain aggregated and anonymised data and we will not disclose any information which identifies you.

Improving our products and services and to conduct research and analysis

This will include:

- learning about you and other customers, including your needs, preferences and behaviours;
- analysing the effectiveness of our ads, promotions and offers; and
- conducting testing (when we update our systems), data processing, website administration and information technology systems support and development
- conducting market research including to give you the opportunity to provide feedback, ratings or reviews of our products and services, and those of our third party business partners, including through transaction experience surveys; and
- producing data analytics, statistical research and reports including on an aggregated basis

Advertising and marketing our products and services, and those of our third party business partners

This will include any of the following (with your consent, where necessary):

- sending you promotions and offers by email, SMS, any other electronic method, direct mail and through telemarketing in accordance with your marketing preferences;
- personalising our communications and offers for you; and
- determining whether you would be interested in new products or services.

We do not provide your contact details to our third party business partners without your express consent. However, we may send you offers on their behalf. Keep in mind that, if you take advantage of an offer from a business partner and become their customer, they may independently send communications to you. In this case, you will need to inform them separately if you wish to decline receiving future communications from them.

Managing risks relating to our business, including credit risk, fraud risk and operational risk

This will include:

- making decisions about how we manage specific customers' accounts, such as whether to approve individual transactions;
- developing risk management policies, models and procedures used in the management of customers' accounts and our business generally;
- reporting information to and receiving information from credit reference agencies and fraud management agencies including personal and business records.

Your data may also be used for other purposes for which you give your specific permission or, in very

limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 1998.

Supplementary Cardmembers	The provisions of this privacy statement also apply to any Supplementary Cardmember(s) approved to use your Account. Where you have approved the issue of a Supplementary Card: <ul data-bbox="373 389 1506 678" style="list-style-type: none">• you consent to us disclosing to the Supplementary Cardmember details about the status of your Account including details of transactions, the total Account balance and details of any overdue payments;• you consent to the Supplementary Cardmember providing us with personal information about you for additional identity authentication purposes when they contact us in relation to the use of their card including to activate cards, to register for on-line services and to access enhanced and new services as they are introduced; and• Supplementary Cardmembers will not be permitted to make any alteration to any of your information or details held unless you have provided us with your express consent for them to do so.
Third Party Consents	Where you provide us with information relating to a third party (including Supplementary Cardmembers), or where you purchase goods and/or services on behalf of a third party, you confirm that you have informed and obtained consent, if necessary, of that third party to the processing of his or her information by American Express and third parties as described in this privacy statement and that you have brought this privacy statement, and our Online Privacy Statement to their attention prior to providing their information to us. In respect of Supplementary Cardmembers, this may include the use of his or her details for our Group marketing purposes or disclosure for the purposes set out in detail in the "Credit Reference Agencies and Fraud Prevention" section below.
Marketing	We and other companies within our Group may: <ul data-bbox="373 1032 1506 1290" style="list-style-type: none">• have access to and use information about you and how you use your Account to identify goods and services in which you may be interested;• market offers to you (by mail, e-mail, telephone, SMS, via the internet or using other electronic means) in relation to goods and services which are similar to any American Express accounts, products, and services which you hold that we think you may be interested in; and• market other offers to you (by mail, email, telephone, SMS or via the internet) in relation to other products and services that we think you may be interested in. If you wish to opt out of receiving marketing from us and other companies within our group at any time, we recommend you go to americanexpress.co.uk , log in, and update your privacy preferences. If you prefer, you can call us using the telephone number on the back of your card or write to us at the address below in the 'Query or Complaint' section of this privacy statement. We will also, from time to time, contact you to ensure that the information we hold about your marketing preferences is up to date. The information used to develop marketing lists may be obtained from: <ul data-bbox="373 1592 1506 1794" style="list-style-type: none">• your application form;• transactions made using your card with merchants; and;• surveys and research (which may involve, where allowed, contacting you by mail, email, telephone, SMS or via the internet); and• from external sources such as merchants or marketing organisations, to the extent permitted by law.
Credit Reference Agencies and Fraud Prevention	We will exchange Personal Information with credit reference agencies. You agree that we may obtain Personal Information about you from these agencies, including where relevant, your spouse, and any business in which you are involved (including details of your directors or partners in business). For the purposes of this Agreement, you may be treated as financially linked to such persons ("financial associates") and you will be assessed with reference to their "associated records".

When you apply

If you are a director, we will seek confirmation from credit reference agencies that the residential address that you provide is the same as that shown on the restricted register of directors' usual addresses at Companies House. Credit reference agencies will record information about your business and its proprietors and may create a record of the name and address of your business and its proprietors if there is not one already.

During the lifetime of your Account

We will continue to make searches at credit reference agencies to assist in managing your Account and this will include looking at the associated records of your financial associates. These searches will not be seen or used by other organisations to assess your ability to obtain credit. We will also carry out further credit checks whilst any money is owed by you on your Account (including contacting your bank, building society or any referee approved by you).

We may tell credit reference agencies the current balance on your Account and we may tell them if you do not make payments when due. They will record this information on your personal and business credit files (as applicable) and it may be shared with other organisations for the purpose of assessing applications from you, and applications from any other party with a financial association with you, for credit or other facilities, for other risk management purposes and for preventing fraud and tracing debtors. Records shared with credit reference agencies remain on file for 6 years after they are closed whether settled by you or defaulted.

We will analyse Personal Information to assist in managing your Account and to prevent fraud or any other unlawful activity. We and other organisations may access and use your Personal Information to prevent fraud and money laundering, for example, when:

- checking details on applications for insurance, credit and credit related or other facilities;
- managing credit, credit related accounts or facilities, and insurance policies;
- recovering debt;
- checking details on applications, proposals and claims for all types of insurance; or
- checking details of job applicants and employees.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

For security, anti-fraud measures and regulatory purposes we may also share personal data about you, your Account and the details of any payments you make to us with third parties, such as with your bank, building society or payment card issuer and with local regulatory authorities.

You are entitled to access your personal records held by credit and fraud prevention agencies. If you wish to do this, or to receive details of the relevant UK fraud prevention and credit reference agencies, please write to us at the following address and we will supply the names and addresses of the agencies we have used: American Express Services Europe Ltd, New Accounts Dept. (OCU), P.O. Box 149, Brighton BN88 1NH. Further information about how your Personal Information may be used by credit reference agencies and fraud prevention agencies is available upon request.

Electronic or telephone communications

If you contact us by any electronic means, we may record the telephone number or internet protocol address, associated with that means of contacting us at the time. You can find additional information about the information that we collect via electronic means in our Online Privacy Statement available at americanexpress.co.uk.

We may monitor and/or record your telephone calls to us, or ours to you, either ourselves or by reputable organisations selected by us, to ensure consistent servicing levels (including staff training) and account operation, to assist, where appropriate, in dispute resolution and to assist us in ensuring we comply with our legal obligations.

International

Personal Information may be:

Transfer of Data	<ul style="list-style-type: none"> • processed outside the UK and EU including in the USA where our main operational data centre is located; and/or • disclosed to or accessed in other countries outside the EU when you travel or make foreign purchases (by mail, email, telephone, or via the internet or other electronic means), and for the purpose of administering your Account. <p>In this case, we will take appropriate steps to ensure the same level of protection for your information in other countries outside the EU, including the USA, where data protection laws may not be as comprehensive as in the EU.</p>
Security	<p>We use advanced technology and well-defined employee practices to help ensure that your information is processed promptly, accurately, completely and securely. The processing of your information will be performed by manual and automated means. In order to maintain the effectiveness and security of these systems, policies and procedures, we may also from time to time process your information for internal testing purposes.</p>
Retention of Information	<p>We keep Personal Information for the purposes described in this privacy statement for as long as is appropriate to fulfil our legal obligations in accordance with applicable law. If your Account is in default, and the balance remains unpaid or unsettled, in accordance with fair lending practices and our risk practices, this information may be retained by us for longer periods of time and may be considered if you choose to apply for American Express products in the future.</p>
Access to your Information	<p>You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your Personal Information please write to us at the address below in the 'Query or Complaint' section of this privacy statement, call us on the number on the back of your card, or you can contact us by our messaging centre via your online account. There may be a small charge for this, as permitted by law.</p>
Correction of Inaccurate Information	<p>We encourage you to check regularly that all your Account information held by us is accurate and up to date. If you believe that any information we hold about you is incorrect or incomplete you may ask us to correct or remove this information from our records. We recommend that you go to americanexpress.co.uk, log in, and update your personal information. If you prefer, you can write to us at the address below in the "Query or Complaint" part of this privacy statement. Any information which is found to be incorrect or incomplete will be corrected promptly.</p>
Changes to this privacy statement	<p>We may change any provision of this statement at any time. We may inform you of any such change in accordance with the section of the agreement governing use of your card which deals with changes.</p>
Query or Complaint	<p>In the event of any query or complaint in connection with the information we hold about you, please write to American Express Services Europe Limited, Dept. 2007, Upper Ground Floor, 1 John Street, Brighton, East Sussex, BN88 1NH.</p>

American Express® Card Benefits

Membership Rewards® Terms and Conditions

Introduction

What is this document?	These Terms and Conditions govern your enrolment in the Membership Rewards programme (Programme) associated with the card account (Card Account) in respect of which you hold the Card (Cardmember). You can earn points (Points) under your Card Account and you can redeem your Points for rewards (Rewards). When you sign the agreement for your Card Account (your Account Agreement or your Card Account Agreement), you agree to be bound by these Terms and Conditions. If you hold a corporate Card you can be enrolled in the Programme unless your employer has decided not to participate.
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Enrolment and Fees

Enrolment and Fees	<p>If you have one of the American Express-issued cards (Card or Cards) set out below, the annual fee shown will be applied to your Card Account as a purchase transaction the day after you initially enrol in the Programme and on or shortly after the anniversary of that date each year.</p> <p>If you have a green charge Card (which is not a corporate or a small business Card), and payment of your Cardmembership fee does not already entitle you to participate in the Programme, for each year that you participate in the Programme, you will be charged an annual fee of £24 including VAT for participation in the Programme.</p> <p>If you have a corporate Card (other than a platinum corporate Card), for each year that you participate in the Programme, you will be charged an annual fee of £36 including VAT for participation in the Programme.</p> <p>You may exit the Programme, and the agreement governed by these Terms and Conditions, at any time. Please see the <i>What happens if you close your Card Account?</i> section below in relation to what happens to your Points when you exit the Programme.</p>
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About earning Points

How you earn Points	<p>You earn a set amount of Points for each pound of eligible spending on your Card Account. The number of Points per pound is referred to as your Earn Rate and will be shown on your Card Account statement. From time to time, we may tell you about promotional Earn Rates or permit you to earn more Points per pound for certain purchases or other forms of promotion relating to the earning of Points. We may contact you about this to ensure that you can benefit from the Programme (as explained in the Additional benefits and other products' section of your Card Account Agreement).</p> <p>We will maintain a points account for you. Points are earned on every full pound spent in each purchase and will be added to your points account (Points Account). We will tell you the balance in your Points Account on your Card Account statement.</p> <p>The value of each purchase will be rounded down to the nearest pound before Points are calculated.</p> <p>Under your Card Account Agreement, you are able to request supplementary Cards for supplementary Cardmembers. Unless you have a corporate Card (in which case you cannot have a supplementary Cardmember on your Points Account), Cards issued to supplementary Cardmembers on your Card Account will also earn Points.</p>
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Linked Card Accounts	<p>If you have more than one Card Account (as the main Cardmember) under the terms of which you are eligible to be enrolled in the Programme (including a corporate Card), you can ask that the Card Accounts are 'linked' in order that Points earned on all your Card Accounts will go into the same Points Account (Linked Card Accounts) provided that they have the same Earn Rate and are billed in the same currency.</p> <p>Points earned on your corporate Card shall accrue into your individual Points Account, and not into any account of your employer.</p> <p>We reserve the right to de-link your Card Accounts at any time and we will tell you before we do.</p>
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Which Card Account balances do not earn	<p>No Points will be earned on:</p> <ul style="list-style-type: none">• interest, fees (including default fees), balance transfers, cash advances (including
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Points?	<p>transactions treated as cash), loading of prepaid cards, American Express Travellers Cheque purchases or foreign exchange transactions; and</p> <ul style="list-style-type: none"> • any amounts that are subsequently re-credited to your Card Account by way of refunds or other types of credits. <p>Note that if Points are earned on a transaction that is later refunded, those Points will be lost.</p>
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About redeeming Points

How do you redeem Points?	<p>The types of Rewards available are subject to change. Those available to you at any time will be shown on our website at membershiprewards.co.uk. We may contact you with other offers on Rewards from time to time. There may be some addresses (normally overseas) to which we are not able to ship certain Rewards.</p> <p>You cannot redeem Points for cash or to make a general credit to your Card Account, although you can use Points to apply a credit against certain eligible transactions and to make purchases via our website (see '<i>Redeem points by way of credit against Eligible Transactions on your Card Account or to make purchases using Pay with Points</i>' below).</p> <p>Supplementary Cardmembers cannot redeem Points on your behalf.</p> <p>You cannot redeem Points for as long as you are late in making payment on your Card Account. Once your Card Account is up to date, and provided it has not been cancelled by us, you will once again be able to redeem points, but please see the <i>Losing your Points</i> section below.</p> <p>Once you have redeemed your Points this is non-reversible and any redemption is non-transferable.</p> <p>In order to redeem Points, please visit membershiprewards.co.uk and log in to your Online Services or call Customer Services using the number on the back of your Card.</p>
Redeem points by way of credit against Eligible Transactions on your Card Account or to make purchases using Pay with Points	<p>You can use your Points to apply a credit to your Card Account against certain fees and/or purchases that we confirm as being eligible (Eligible Transactions). The rate at which we convert Points may vary and we will tell you what the conversion rate is when you arrange the redemption. The conversion rate is also on our website. The credit will appear on your Card Account approximately three (3) days after you have asked us to redeem the Points, but may not appear on the same Card Account statement as the Eligible Transaction. You cannot redeem Points by way of credit against Eligible Transactions on your Card Account if you have a credit balance on your Card Account or if you are late in making payment on your Card Account. If you redeem Points in this way, you must still pay the amount due on your Card Account statement. Minimum redemption thresholds will apply per Eligible Transaction, and we will confirm the applicable minimum when you arrange the redemption.</p> <p>You may also be able to use your Points to make purchases at certain retailers listed on our website. You need to indicate at the time of purchase that you wish to pay with Points. The purchase may initially be charged to your Card Account as a normal purchase. If so, we will then debit the Points from your Points Account and credit your Card Account with the corresponding amount. Credits to your Card Account may not be made and appear in the same statement period as the original purchase. If the Points redeemed do not cover the entire amount of the purchase, the outstanding balance of the purchase price will remain on your Card Account. Any refunds for purchases made using Pay with Points will be subject to the retailer's own refund policies.</p>
Transfer Points to other Loyalty Programmes	<p>You can opt for some or all of your Points to be added to a separate account with an American Express partner airline, retail or hotel loyalty programme (Loyalty Programme). Further information regarding these Loyalty Programmes can be found on our website or by contacting Customer Services. You can ask us to transfer Points to your Loyalty Programme on our website or by contacting Customer Services. To be able to do this, you must first link your Points Account to the Loyalty Programme account in your name. We will tell you how to do this when you contact us, or you can do it online via our website.</p> <p>Visit our website at membershiprewards.co.uk/travel for more information on transferring Points to Loyalty Programmes.</p>
Travel bookings	<p>You can redeem Points for travel booked through American Express Travel Services.</p> <p>If you redeem Points for travel, you are responsible for taxes, booking fees, airport fees, insurance premiums, and any other service fees and charges relating to a travel booking.</p> <p>Please note, the travel insurance benefits that you may have as part of your Card benefits may</p>

	not cover the travel booked with Points. Please see the Terms and Conditions of any Card travel insurance benefits for full details.
Concierge bookings	You can redeem Points for concierge services through American Express Concierge if your Card allows this service. All concierge bookings are subject to availability.
Other types of Reward	All Rewards are subject to availability. You can redeem Points for goods, tickets, gift cards, vouchers, E-Codes (codes to redeem for goods or services online), including for car rentals and hotels and contributions to charities selected by you from a list that we make available to you. All Rewards are provided by third parties and not by us, our affiliates or our subsidiaries. You should check the Terms and Conditions that are presented to you when redeeming your points for important conditions such as expiry dates and any refund policies.

About purchasing Points

How do you purchase Points?	Unless you only have a corporate Card enrolled in the Programme, you can purchase extra Points. You must purchase Points in increments of one thousand (1,000) Points with a minimum purchase of one thousand (1,000) Points. You can purchase extra Points up to a maximum of ten thousand (10,000) per year. If you want to purchase Points, we will tell you the purchase cost when you contact us. We may impose different maximum and minimum purchase costs from time to time. In order to purchase Points, please call Customer Services using the number on the back of your Card.
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When you might lose Points you have earned

Losing your Points	If you miss a monthly payment on your Card Account, the Points that you have earned in the previous month will be forfeited and taken away from the balance of your Points Account (which may result in a negative Points balance). You will start earning Points again from each statement date but they will continue to be forfeited whenever the relevant monthly payment is not made by the payment due date.
What happens if you close your Card Account?	If you close your Card Account and there are no other Linked Card Accounts on your Points Account, you will have thirty (30) days from the date you tell us that you are closing the Card Account to redeem your Points. If you hold a corporate Card and your employer requests that your participation in the Programme is cancelled, you will have thirty (30) days from the date we receive the request to redeem any Points that have not already been linked to another Points Account. If you do not redeem your Points within thirty (30) days, they will be forfeited. If you close your Card Account and leave at least one other Linked Card Account in the Programme open, you will continue to earn Points in your Points Account through any Linked Card Account(s).
What happens if we close your Card Account?	If we close your Card Account in accordance with the Card Account Agreement, we will withdraw you from the Programme and you will lose any Points that you have earned.

Other important information

Management by a Bank or Third Party Nominee	If you have told us that a bank will be managing your Card Account (private banking Cardmembers only) on your behalf (your <i>Bank</i>), you agree that we can accept instructions from your Bank in relation to your participation in the Programme and that you will be bound by such instructions. Similarly, if we have permitted you to nominate a third party to whom you have granted the authority to service your participation in the Programme on your behalf, we will accept that person as your Third Party Nominee and you agree that we can accept instructions from your Third Party Nominee in relation to your participation in the Programme and that you will be bound by such instructions. In either case, this does not mean that it is no longer your responsibility to carry out your obligations under these Terms and Conditions, so references to 'you' or 'your' still include you the Cardmember, even though the Bank or Third Party Nominee may do certain things on your behalf. If your Bank is managing your Card Account, when we need to send you a notice or other communication, you agree that sending this to your Bank will satisfy our obligation to
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send it to you, although we are still allowed to contact you directly if necessary.

We may, where we determine it is reasonably necessary, such as where we suspect fraudulent activity, refuse to act on the instructions of the Bank or the Third Party Nominee and contact you directly to confirm the instructions we have received.

You may withdraw your consent to the Bank managing your Card Account at any stage, in which case the Bank will no longer manage your participation in the Programme. Should you choose to withdraw such consent, you must, as soon as practicable, notify American Express of such withdrawal by contacting us using the number on the back of your Card. Likewise, you may withdraw your consent to the Third Party Nominee servicing your participation in the Programme at any time by contacting us in the same way. We will assume that a Bank and/or Third Party Nominee is authorised by you until you notify us of your withdrawal of that consent.

Please note that in certain circumstances we may obtain information about you or disclose your personal information to your Bank or your Third Party Nominee. You can find further information about this in the 'your personal information' section in your Card Account Agreement.

Changes to these Terms and Conditions	We may change these Terms and Conditions, including the Earn Rate, provided that we reasonably believe the overall benefits associated with your Card Account still represent good value and are competitively priced.
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We will give you at least thirty (30) days' notice. If the change is not to your disadvantage, we will still tell you about it but may make the change sooner.

We will give you any such notice by statement message, post, email or other form of electronic communication.

Transfer Points to a Card Account in a different currency	If you have another Card Account (as the main Cardmember) under the same name, which is denominated in a different currency, you can transfer Points to your other Card Account (<i>International Transfer</i>). You can make no more than one (1) International Transfer in any twelve (12) month period. This twelve (12) month period will commence on the date an International Transfer is requested by you. International Transfers are subject to the same exchange rate as that which applies to currency conversions on your Card Account, and it can take up to two (2) weeks for the transferred Points to appear, and be available to use on, your other Card Account.
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Withdrawing you from the Programme or ending the Programme	We will withdraw you from the Programme if we close your Card Account in accordance with the terms of the Card Account Agreement. We may withdraw you from the Programme or end the Programme by giving you at least thirty (30) days' notice without any explanation being required, provided that we reasonably believe the overall benefits associated with your Card Account still represent good value and are competitively priced. This could include switching you to a different type of Card in accordance with the Card Account Agreement and/or replacing these Terms and Conditions with a new set of terms and conditions that provide and cover different benefits.
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Fraud and Abuse of the Programme	If we have reasonable grounds to believe that you have engaged in any fraud or material abuse related to the Programme, such as seeking to obtain an advantage through unfair or deceptive means, we may take actions which we reasonably consider appropriate in the circumstances, and this may include cancelling your Points Account and forfeiting your Points.
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Claims against Rewards providers	We are not liable for claims regarding any failure or breach with respect to goods and services provided as Rewards by third parties. Third party Rewards may also be subject to separate Terms and Conditions.
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Language and governing law	These Terms and Conditions and all communications between us concerning these Terms and Conditions shall be in English. These Terms and Conditions and any dealings between us before these Terms and Conditions apply are governed by the laws of England and the courts of England shall have non-exclusive jurisdiction over us and you.
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Taxes, duties and exchange control	You must pay any government tax, duty or other amount (excluding VAT or any other sales tax charged by a third party provider of Rewards in respect of the purchase price of such Rewards) imposed by law in any country in respect of these Terms and Conditions and any Rewards from which you benefit. VAT (and any other sales tax) will be taken into account by us when determining the number of Points required for redemption of a Reward.
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Where a tax invoice (for VAT or other sales tax) is required to be provided by a third party provider of Rewards to you in connection with the redemption of a Reward, the third party will provide this invoice to us.
