THE FOLLOWING TERMS ARE APPLICABLE TO ALL GIFT CARDS PURCHASED FROM 26 SEPTEMBER 2023.

SCHEME 1 T&Cs - LOVE2SHOP CONSUMER GIFT CARD
TERMS & CONDITIONS

These Terms and Conditions apply to the Cardholder's use of the Card. Please read these Terms and Conditions carefully before You use the Card. Using Your Card will indicate to Us that you have read and accepted these Terms and Conditions. These Terms and Conditions apply to both Cards purchased online from the Website and Cards purchased in-store from one of Our Distributors, unless We specify otherwise. You may request a copy this Agreement at any time by visiting our website www.love2shop.co.uk or calling Card Services to request a copy.

Your Card is an E-money product.
If Your Card was purchased from the Website, it may require activation before it can be used. You can activate Your Card by visiting www.love2shop.co.uk. You card will specify whether it requires activation.
If Your Card was purchased in a shop, from one of Our Distributors, it will already be activated.
Once activated, those funds on the Card then become E-money.

1. Definitions

Available Balance- the value of E-money stored on the Card and available for use at any time.
Card- the pre-paid plastic or board Love2Shop gift card, which is the subject of these Terms and Conditions, or any replacement card which we may issue you from time to time;
Cardholder/You/Your- the person who will be using the Card;
Card Services- the contact centre operated for and on behalf of PCS for dealing with all enquiries from Cardholders; details of such centre are contained in condition 15;
Distributor- means any company authorised by PCS to sell or otherwise distribute the Cards.
E-money- the electronic money associated with Your Card, as defined in the Electronic Money Regulations 2011;
Expiry Date- midnight on the date clearly printed on the Card.
Goods- means goods and/or services which are available from a Retailer and can be paid for using Cards;
PCMS- Park Card Marketing Services Limited (No. 5325492) whose registered office is at Valley Road, Birkenhead, Merseyside CH41 7ED;
PCS/We/Us/Our- Park Card Services Limited (No. 3280082), the authorised E-money issuer, whose registered office is at Valley Road, Birkenhead, Merseyside CH41 7ED.PCS is authorised and regulated by the Financial Conduct Authority for the issuing of electronic money and payment services (FRN: 900016);
Retailer- participating businesses who have from time to time agreed with PCMS to accept the Card in payment for Goods;
SMS- short message service allowing the interchange of short text messages between mobile telephones (texts).
Website – the High Street Vouchers website (www.highstreetvouchers.com) for purchase of Cards.

2. The Card

2.2 The Card is an E-Money prepaid gift card. This is not a credit, charge, cheque/cheque guarantee or debit card and no interest will accrue on the Available Balance on the Card.

2.3 Your Card has been issued by PCS and the e-money associated with the Card has been provided to You by Us, and will be denominated in pounds sterling.

2.4 The Card is not be personalised, meaning that the Cardholder's name is not printed on the Card.

2.5 The Card must not be sold by the purchaser, but You may give the Card to another person as a gift. If You gift the Card to someone, You must make sure that person is aware of these Terms and Conditions and that their use of the Card means they will comply with these Terms and Conditions.

2.6 Unless you tell us otherwise, We will assume that the person who uses the Card at any time is the rightful user of the Card.

2.7 If you purchased your Card from the Website it must be activated at www.love2shop.co.uk in order to use it. The activation process requires You to register yourself and the Card.

2.8 If you purchased your Card from a Distributor, the Card can be used immediately. However, if you choose, you can also register your Card at www.love2shop.co.uk, although this is not required.

2.9 If you register Your Card, You will be able to see your transaction or balance history by logging into the Love2Shop website.

2.10 You may check the Available Balance of your Card by calling our automated telephone service on 0344 770 9015. This service is available 24/7 and you may be charged for calls at a standard landline rate to this number.

2.11 The Card purchaser must be over the age of 18.

2.12 If your Card was purchased on the Website, the minimum purchase value is £5 and the maximum purchase value is £400.

2.13 If your Card was purchased from a Distributor, the minimum purchase value is £5 and the maximum purchase value is £120.

2.14 You agree that we may communicate with you or provide you with information or serve notice to you by making such communication, information or notice available on our website at www.love2shop.co.uk/mycard.

2.15 All charges by Us referred to in these Terms and Conditions will be automatically deducted from the Available Balance on your Card. Charges may include amounts for postage, systems maintenance, staff or fulfilment costs.

2.16 If you purchased your Card from a Distributor, you can still register your card at www.love2shop.co.uk.

2.17 If Your Card is registered at www.love2shop.co.uk, you will also have access to the following services (where appropriate) provided you supply us with a valid mobile phone number in the United Kingdom. Charges for each service are 5pence per SMS and will be charged to your Card. If your Card has no balance, you will not be able to receive the services:

i. Text balance alerts. This service will provide You with an SMS text each time your Card is used and will confirm to You the latest Card balance.

ii. Text threshold alerts. This service will provide You with an SMS text once the balance remaining on the Card reaches a value which You can set online in Your account.

3. Activation of Cards purchased on the Website

This condition 3 only applies to Cards purchased via the Website that may require activation before use.

3.1 If a Card is purchased via the Website, it may need to be activated before use. If your card requires activation, it will be clearly labelled as such, and you will be supplied with instructions with your Card on how to do so. Alternatively, you can visit www.love2shop.co.uk.

3.2 During the activation process, we will run a KYC check. The know your customer or know your client guidelines in financial services require that professionals make an effort to verify the identity, suitability, and risks involved with maintaining a business relationship.

3.3 We may require evidence of your identity and your residential address. We may ask you to provide some documentary evidence to prove this and we may carry out checks on you electronically.

4. **Use of your Card**Your Card cannot be reloaded and You cannot make any transaction in any other currency than pounds sterling. If You do, Your transaction will be declined.You must treat the Card as if it were cash. You must also keep an independent record of your Card number.

4.3 The Card can only be used at participating physical and online Retailer locations in the United Kingdom and the Channel Islands to pay for Goods purchased in person, but cannot be used for mail order.

4.4 The Card cannot be exchanged by a Retailer for cash and no change can be given by the Retailer.

4.5 You cannot use the Card to withdraw cash at an ATM.

4.6 Participating Retailers may vary from time to time but a current list can be obtained on-line at www.love2shop.co.uk/mycard or by telephoning Card Services. Like any payment card, We cannot guarantee a Retailer will accept the Card.

4.7 We will debit the full amount of all Card purchases (including taxes, charges and other fees if applicable) from the Available Balance on your Card immediately after the purchase is completed.

4.8 The maximum amount You can spend using the Card is the value of the Available Balance on the Card at the time. If You attempt to spend more than the Available Balance, the transaction will be declined.

4.9 If the amount of a purchase is greater than the Available Balance, You can pay the difference in cash or by any other payment method acceptable to the Retailer. You **must** inform the cashier that your purchase is greater than the Available Balance on the Card and ask for the alternative payment method to be processed first. This will ensure the Retailer is not attempting to ask for more than the Available Balance on the Card and will therefore prevent a declined transaction.

4.10 When you use the Card at a Retailer you are consenting to the execution of a payment transaction on your behalf. The time of receipt of a payment order by us is the time at which we receive it from the Retailer. We will process that payment order by the end of the next business day after the day the payment transaction is made.

5. Lost, Stolen or Damaged Cards

5.1 You must take all reasonable precautions to ensure that the Card is not lost, stolen, damaged or destroyed and must make sure that you keep the Card and its security information (including the card number) safe, and must (where the Card is purchased on the Website) activate the Card.

5.2 If your fail to comply with condition 5.1 and your Card is lost, stolen, damaged or destroyed, You must notify us immediately by telephoning Card Services and quoting the Card number. We will take steps to cancel the Card immediately.

5.3 Once you notify us, you are liable for a maximum of £35 for any losses incurred in respect of any transactions arising from the use of your card due to your failure to comply with condition 5.1.

5.4 You are liable for all losses where you have acted fraudulently or with gross negligence in regards to the terms and conditions governing the issue of your Card.

5.5 You are liable for all losses if you have failed to notify us without delay on becoming aware of the loss, theft or misappropriation of your Card.

5.6 After such security checks as We may require, We will, at Our sole discretion and subject to condition below, either arrange for a replacement card to the value of the Available Balance on the Card at the time it was reported to Us to be issued to You, or refund such Available Balance to You (unless We believe that fraud may be involved). If We refund the Available Balance, We will do so in accordance with condition 9.

5.7 Valid claims will be completed within 10 working days and if a replacement Card is issued we will charge you £8.90.

6 Unauthorised or Incorrect Transactions.

6.1 We may refuse to execute a transaction if we have reason to believe it is unlawful or fraudulent. If you ask Us, and provided the law does not prevent us, we will explain why we have refused a transaction and will also tell you what you can do to correct any errors in the transaction.

6.2 If at any time you believe that a purchase has been incorrectly debited to your Card or are unauthorised, You may ask us to investigate by either telephoning Card Services or by e-mail via the 'contact us' section of our website www.love2shop.co.uk/mycard. You must ask us to do this as soon as possible, but in any event within 13 months of the date of the transaction in question.

6.3 We will make all reasonable endeavours to resolve your query as soon as possible so that your Card may be restored to the state it would have been had the unauthorised or incorrect transaction not taken place.

6.4 We have no further liability to you once we have refunded the unauthorised sums to you. If we subsequently discover you were not entitled to the refund, we will treat the refund as a mistake and be entitled to re-apply the transaction, including any fees or charges.

6.5 If your query is (in our reasonable opinion) unfounded, then we reserve the right to charge an administration fee of £10.00. Refunds may only apply after an appropriate investigation of an incorrectly debited purchase. You must provide such information as is reasonably necessary to ascertain whether a refund is appropriate.

6.6 We are not obliged to refund the unauthorised or incorrect transaction to you if we have reason to believe that you have acted fraudulently or deliberately and we may notify the police or any other authority permitted by law.

6.7 If We need to investigate a transaction on any Card then You must co-operate with Us, the police or any other authorised body if this is reasonably required.

7. Charges and Expiry7.1 Your Card will expire on the Expiry Date. After this time, the Card will not be valid and You will not be able to use the Card. The right to use any remaining Available Balance on the Card ceases at expiry.

7.2 We will charge you £10.00 for the cost of issuing the Card. This charge will be applied to the Available Balance of your Card on the Expiry Date. If there are no funds on your Card at this time, you **will not** pay this charge.

7.3 All charges by Us referred to in these Terms and Conditions will be automatically deducted from the balance on your Card. Charges may include amounts for postage, systems maintenance, staff or fulfilment costs.

8. Cancellation of Cards purchased on the Website.

This condition 8 only applies to Cards purchased via the Website.

8.1 If you purchased Your Card from the Website, You have the right to cancel your Card for a period of 14 days from the date on which You receive your Card.

8.2 You can exercise this right by contacting Card Services at the details in condition 15.

8.3 When We receive your cancellation request, We will immediately cancel the Card so that it cannot be used and, within 14 days of such cancellation, refund the Available Balance on the Card less any discount given or transactions made using the Card prior to cancellation.

8.4 If the Card has not been used at all, refunds will not incur a cancellation charge, however, if the Card has been used an administration fee of £8.90 will be deducted from the refund.

9. Maintenance and Redemption of Unused Available Balance

9.1 Subject to conditions 7.1 and 9.6, You are entitled, at any time prior to the Expiry Date, to redeem any unexpired and unused Available Balance on the Card, provided that that the remaining balance exceeds £8.90. You can request a redemption by telephoning Card Services.

9.2 You may also be able to redeem any expired and unused Available Balance above £8.90 after the Expiry Date, subject to the £8.90 redemption fee as detailed above. Your right to redeem terminates 6 years after the Expiry Date.

9.3 We will not charge a redemption fee if you request a redemption during the first 12 months after the Expiry Date. We will redeem the total amount stored on the Card.

9.4 On the expiry date, we will charge a one-off maintenance fee of £12.00.

9.5 We will charge a further maintenance fee of £11.00 per year from the first anniversary of the Card expiry date for any Card past its Expiry Date that continues to hold a balance.

9.6 Redemption shall be conducted within 5 business days of the day on which You gave the instructions. We will refund the balance (less any fees) to You by Faster Payments to the account details provided by You when requesting the redemption. For the avoidance of doubt, the account for refunds must be held in the name of the registered card holder.

9.7 In order to comply with Our anti-money laundering obligations, before we conduct a redemption we require additional information in respect of Your identity and may carry out some additional security checks. If You do not pass these checks or do not provide us with all requested information, we will not be able to complete your redemption request.

10. Purchases and Disputes with Retailers

10.1 When you use the Card, the Retailer should provide you with a receipt. Please check the receipt to confirm the transaction amount is correct. If it is not, you should notify the Retailer to correct the error. If you have a problem with a purchase or a dispute with a Retailer, you must deal with them directly.

10.2 Each Retailer will have its own return policy and will handle your returns in accordance with that policy. If a Retailer becomes liable to make a refund to You, the Retailer cannot credit the amount of such a refund to the Card, then the alternative refund method should be agreed between You and the Retailer.

10.3 We will not be liable for any Goods paid for with the Card. Any queries or complaints concerning such Goods must be addressed to the relevant Retailer.

10.4 Once You have used your Card to make a purchase, We cannot stop such purchase and the amount of that purchase will be debited to the Card immediately when the purchase is completed.

10.5 If your Card is refused a Retailer may explain the reason why to you or you may ring Card Services on 0344 375 0739 to obtain an explanation.

11. Our Liability

11.1 We cannot guarantee that a Retailer will accept your Card. The reasons for any non-acceptance or non-authorisation could be beyond our reasonable control, for example a system failure or a concern by the Retailer that your Card is being mis-used. We are not liable in any such event.

11.2 We shall not be liable to You for any loss or damage You may suffer in the event a Retailer refuses to accept your Card.

12. Regulation and Protection

The Financial Services Compensation Scheme does not apply to the Card or the E-money. No other compensation scheme exists to cover losses claimed in connection with Cards. For your protection, all funds held from time to time on Cards are held by PCS on trust and safeguarded in accordance with the Electronic Money Regulations 2011.

13. Complaints

13.1 If You have a complaint concerning your Card or our service then please contact Us by calling Card Services or on-line at www.love2shop.co.uk/mycard.

13.2 All complaints will be dealt with as quickly and as fairly as possible in accordance with our complaints procedure, details of which can be obtained by telephoning Card Services.

13.3 If We fail to resolve your complaint You can always refer it to:-
Financial Ombudsman Service
Exchange Tower, London, E14 9SR
Telephone 0800 023 4 567

14. Data Protection

We are committed to maintaining all data which we collect and process in accordance with the requirements of all applicable data protection legislation, including the General Data Protection Regulations (GDPRs) and the Data Protection Act 2018. We will take reasonable steps to ensure that all personal data concerning You or Your Card is kept secure against unauthorised access, loss, disclosure or destruction. Further details are contained within our Privacy Policy and Cookie Policy, links to which can be found at the footer of our website www.love2shop.co.uk. By using Your Card and/or otherwise providing us with Your personal data You agree to the terms contained within our Privacy Policy and Cookie Policy.

15. Card Services

You can contact Card Services as follows:-

- for a general enquiry on 0344 375 0739 between the hours of 9am and 5pm Monday to Friday: or
- for a lost or stolen Card or balance details on 0344 770 9015 available 24 hours a day, 7 days a week.
- The geographical address at which we may be contacted is our registered office as set out above.

16. Variation

16.1 We may make changes to this Agreement, including charges and fees and introduce new terms. If we do make any changes, we will provide you with at least 2 months' prior notice of any such variation. Notification of any changes will be posted on our website at www.love2shop.co.uk along with the most up to date terms and conditions, and you agree that this is an appropriate method to vary this Agreement.

16.2 If you are not happy with the changes, you can redeem the remaining balance on the Card before any variation is applied in accordance with condition 9 above (save that no redemption fee will be payable).

16.3 If you continue to use your Card any time within the 2 months' notice, you will be deemed to accept the changes.

16.4 There are some situations where we can make changes to this Agreement and we do not have to tell you in advance. These are changes you probably expect because of the nature of the product or service, or that you won't mind about because they are favourable to you.

16.5 We do not have to tell you personally in advance when a change is in your favour, if we reduce your charges, if we make this Agreement fairer to you or if we introduce a new service or feature from which you can benefit.

16.6 We do not have to tell you personally in advance when a change is made because of a change in law or regulation says that we have to make the change by a particular date, and there isn't time to give you notice.

17. Governing Law

These Terms and Conditions shall be governed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English courts. All communications with you will be in English.

THE BELOW TERMS ARE APPLICABLE TO ALL GIFT CARDS PURCHASED BEFORE 26 SEPTEMBER 2023.

LOVE2SHOP CARD – Purchased On-Line - RETAIL
TERMS & CONDITIONS

These Terms and Conditions apply to your Card and its use by You. By using your Card You are deemed to accept these Terms and Conditions. You must read them carefully.
Your Card is an E-money product. The Card must be activated before it can be used. Once activated, those funds on the Card then become E-money.

The Financial Services Compensation Scheme does not apply to the Card. For your protection, all funds held from time to time on Cards are held by PCS in trust and safeguarded in accordance with the Electronic Money Regulations 2011.

1. Definitions

1.1 In these Terms and Conditions, unless the context otherwise requires the following words and expressions shall have the following meanings:-

1.1.1 'Card' means the pre-paid plastic or board card issued by PCS which is to be used in accordance with these Terms and Conditions;

1.1.2 'Cardholder'/'You' means the person who paid for the Card;

1.1.3 'Card Services' means the contact centre operated for and on behalf of PCS for dealing with all enquiries from Cardholders; details of such centre are contained in condition 14;

1.1.4 'E-money' means electronic money as defined in the Financial Conduct Authority Handbook of rules and guidance;

1.1.5 'Goods' means goods and/or services which are available from a Retailer and can be paid for using Cards;

1.1.6 'PCMS' means Park Card Marketing Services Limited (Company Registration No. 5325492) whose registered office is at Valley Road, Birkenhead, Merseyside CH41 7ED;

1.1.7 'PCS/'We'/'Us'/'Our' means Park Card Services Limited (Company Registration No. 3280082), the E-money issuer, whose registered office is at Valley Road, Birkenhead, Merseyside CH41 7ED;

1.1.8 'Retailer' means those businesses who have from time to time agreed with PCMS to accept the Card in payment for Goods;

1.1.9 'SMS' means the short message service allowing the interchange of short text messages between mobile telephones (texts).

2. The Card

2.1 The Card is issued to the Cardholder but the Card itself will not be personalised. We will assume unless and until You tell Us to the contrary, that the person who uses the Card at any time is the rightful user of the Card.

2.2 The Card:-

2.2.1 is not a cheque guarantee or cheque card;

2.2.2 cannot be exchanged by the Retailer for cash and no change can be given by the Retailer;

2.2.3 cannot be used to purchase Goods by mail order or on-line;

2.2.4 can only be used in the United Kingdom and The Channel Islands.

2.3 Funds held on the Card are in GB £s.

2.4 You will not earn any interest on any funds loaded onto the Card nor receive any benefit related to the length of time you hold the Card.

2.5 We may make a statement available to you at www.love2shop.co.uk/mycard. Details of the balance on your Card may be obtained in accordance with condition 5.

2.6 The Card purchaser must be over the age of 18.

3. Use of your Card

3.1 Cards must be activated prior to use. Full instruction of how Cards can be activated will be sent to You directly.

3.2 You must:-

3.2.1 treat the Card as if it were cash;

3.2.2 take all reasonable precautions to ensure that the Card is not lost, stolen, damaged or destroyed and any PIN number supplied in respect of the Card is not used without your permission;

3.2.3 keep your transaction receipts safe and when appropriate dispose of them carefully;

3.2.4 let Us know as soon as possible if your Card is lost, stolen, damaged or destroyed

3.2.5 keep an independent record of your Card number.

3.3 The Card can only be used at Retailers to pay for Goods.

3.4 Retailers may vary from time to time but a current list can be obtained on-line at www.love2shop.co.uk/mycard or by telephoning Card Services.

3.5 We will debit the amount of all Card purchases from Retailers from the balance on your Card immediately the purchase is completed.

3.6 If We need to investigate a transaction on any Card then You must co-operate with Us, the police or any other authorised body if this is reasonably required.

3.7 The maximum amount You can spend using the Card is the amount of the balance on the Card at the relevant time. If You attempt to spend more than such balance the transaction will be declined.

3.8 If the amount of a proposed Card purchase is greater than the available balance, You can pay the difference in cash or by any other payment method acceptable to the Retailer. You **must** inform the cashier that your purchase is greater than the balance on the Card and ask for the alternative payment method to be processed first. This will ensure the Retailer is not attempting to ask for more than the available balance on the Card and will therefore prevent a declined transaction.

3.9 The Card must not be sold by the purchaser, but, You may give the Card to another person to use at Retailers to pay for Goods, but if You do, You are responsible for all use of the Card and You must ensure that such person understands and keeps to the obligations contained in these Terms and Conditions, particularly those relating to the security and use of the Card.

3.10 When you use the Card at a Retailer you are consenting to the execution of a payment transaction on your behalf. The time of receipt of a payment order by us is the time at which we receive it from the Retailer. We will process that payment order within 48 hours.

3.11 You agree that we may communicate with you or provide you with information or serve notice to you by making such communication, information or notice available on our website at www.love2shop.co.uk/mycard.

4. Lost, Stolen, Damaged or Destroyed Cards

4.1 If your Card is lost, stolen, damaged or destroyed or a transaction is incorrectly executed You must notify us immediately by telephoning Card Services and quoting the Card number.

4.2 Upon receipt of the Card number We will immediately cancel the Card.

4.3 You are liable for all losses in respect of an unauthorised payment transaction where you have acted fraudulently or you have with intent or gross negligence failed to notify us without delay on becoming aware of the loss, theft, misappropriation or unauthorised use of your Card. You must notify us immediately by telephoning our 24/7 automated telephone service on 0344 770 9015 quoting the Card number. Once you notify us you are liable for a maximum of £35 for any losses incurred in respect of unauthorised payment transactions arising from the use of your lost or stolen card or where you have failed to keep your PIN safe.

4.4 After such security checks as We may require, We will, unless We believe that fraud may be involved, and subject to condition 4.5, either (at our complete discretion) arrange for a replacement card to the value of the balance on the Card at the time it is reported lost, stolen, damaged or destroyed to be issued to You, or refund such balance to You. If We refund the balance, We will do so in accordance with condition 8.

4.5 Valid claims will be completed within 10 working days and if a replacement Card is issued we will charge you £8.90.

5. Additional Services

The following services will also be available to you for (where appropriate) valid numbers in the United Kingdom:-

5.1 text balance alerts at a fee of 5p per SMS; this service will provide You with an SMS text each time your Card is used, the text message will give You the latest Card balance;

5.2 text threshold alerts at a fee of 5p per SMS; this service will provide You with an SMS text once the balance remaining on the Card reaches a value which You can set;

5.3 the cost of each of the above services will be charged to your card

5.4 balance details via our 24/7 automated telephone service on 0344 770 9015.

6. Charges

All charges by Us referred to in these Terms and Conditions will be automatically deducted from the balance on your Card. Charges may include amounts for postage, systems maintenance, staff or fulfilment costs. We will charge you £10.00 for the cost of issuing the Card. This charge will be applied to the available balance of your Card on the final day your card can be used. If there are no funds on your Card at this time, you will **not** pay this charge.

7. Cancellation and expiry of your Card

7.1 You have the right without giving any reason to cancel your Card for a period of 14 days from the date on which You receive your Card.

7.2 You can exercise this right by contacting Card Services.

7.3 When We receive your cancellation request:-

7.3.1 We will immediately cancel the Card so that it cannot be used; and

7.3.2 within 14 days of such cancellation refund the balance on the Card less any discount given or transactions made using the Card prior to cancellation. If the Card has not been used at all, refunds will not incur a cancellation charge, however, if the Card has been used an administration fee of £8.90 will be deducted from the refund.

7.4 Your Card will expire at midnight on the date clearly printed on the Card following which it will no longer be valid and neither You nor any other person will be able to use the Card. The right to use electronic money stored on the Card ceases at expiry.

8. Redemption

8.1 Subject to conditions 7.4 and 8.7, You are entitled, at any time prior to the expiry of the Card, to redeem any unexpired and unused balance on the Card provided that that the remaining balance exceeds £8.90.

8.2 You can request a redemption by telephoning Card Services.

8.3 We charge a redemption fee of £8.90 for every redemption prior to expiry

8.4 We will not charge a redemption fee if you request a redemption during the first 12 months after the expiry date on your Card. We will redeem the total amount stored on the Card.

8.5 We will charge a maintenance fee of £11.00 per annum and/or a redemption fee of £8.90 following the first 12 months after the expiry date on your Card. Your right to redeem terminates 6 years after the expiry of your Card.

8.6 Subject to such security checks as We may reasonably require, We will refund the balance (less any fees) to You by cheque within 5 business days of the day on which You gave the instructions

8.7 Prior to any redemption in accordance with this condition 8 we may, in order to comply with money laundering requirements, require additional information in respect of Your identity.

9. Disputes with Retailers

9.1 For the avoidance of doubt, We will not be liable for any Goods paid for with the Card. Any queries or complaints concerning such Goods must be addressed to the relevant Retailer.

9.2 Once You have used your Card to make a purchase We cannot stop such purchase and the amount of that purchase will be debited to the Card immediately when the purchase is completed.

9.3 Each Retailer will have its own return policy and will handle your returns in accordance with that policy. If a Retailer becomes liable to make a refund to You, the Retailer cannot credit the amount of such a refund to the Card; refunds are between You and the Retailer.

9.4 If at any time you believe that a purchase has been incorrectly debited to your Card You must let Us know as soon as possible by either telephoning Card Services or by e-mail via the 'contact us' section of our website www.love2shop.co.uk/mycard. We will make all reasonable endeavours to resolve your query as soon as possible so that your Card may be restored to the state it would have been had a defective payment transaction not taken place. If your query is in our reasonable opinion unfounded then we reserve the right to charge an administration fee of £10.00. Refunds may only apply after an appropriate investigation of an incorrectly debited purchase. You must provide such information as is reasonably necessary to ascertain whether a refund is appropriate.

9.5 If your Card is refused a Retailer may explain the reason why to you or you may ring Card Services on 0344 375 0739 to obtain an explanation.

10. Regulation and Protection

10.1 PCS is authorised and regulated by the Financial Conduct Authority (registration number 900016) to carry on the regulated activity of issuing E-money.

10.2 Although the E-money product is regulated by the Financial Conduct Authority, it is not covered by the Financial Services Compensation Scheme. No other compensation scheme exists to cover losses claimed in connection with Cards. This means that in the event that PCS becomes insolvent, any E-money on your card may become valueless and unusable and may be lost. For the protection of Cardholders, all funds held from time to time on Cards are held by PCS on trust in accordance with the terms of the Park Card Services Ltd E-Money Trust.

10.3 To comply with money laundering regulations, We may require proof of your identity and address, prior to activating any cards purchased. We will seek to obtain these electronically as a consequence of which:-

10.3.1 the search may be carried out by a third party;

10.3.2 the third party may check your details against a database (public or otherwise) to which they have access;

10.3.3 a record of the search may be retained and passed onto other parties for the purposes of anti-money laundering.

11. Complaints

11.1 If You have a complaint concerning your Card or our service then please contact Us by calling Card Services or on-line at www.love2shop.co.uk/mycard.

11.2 All complaints will be dealt with as quickly and as fairly as possible in accordance with our complaints procedure, details of which can be obtained by telephoning Card Services.

11.3 If We fail to resolve your complaint You can always refer it to:-

Financial Ombudsman Service
Exchange Tower, London, E14 9SR
Telephone 0800 023 4 567

12. Our Liability

12.1 We cannot guarantee that a Retailer will accept your Card. The reasons for any non-acceptance or non-authorisation could be beyond our reasonable control, for example a system failure or a concern by the Retailer that your Card is being mis-used.

12.2 We shall not be liable to You for any loss or damage You may suffer in the event a Retailer refuses to accept your Card.

13. Data Protection

We are committed to maintaining all data which we collect and process in accordance with the requirements of all applicable data protection legislation, including the General Data Protection Regulations (GDPRs) and the Data Protection Act 2018. We will take reasonable steps to ensure that all personal data concerning You or Your Card is kept secure against unauthorised access, loss, disclosure or destruction. Further details are contained within our Privacy Policy and Cookie Policy, links to which can be found at the footer of our website www.love2shop.co.uk. By using Your Card and/or otherwise providing us with Your personal data You agree to the terms contained within our Privacy Policy and Cookie Policy.

14. Card Services

You can contact Card Services as follows:-

14.1 for a general enquiry on 0344 375 0739 between the hours of 9am and 5pm Monday to Friday: or

14.2 for a lost or stolen Card or balance details on 0344 770 9015 available 24 hours a day, 7 days a week.

14.3 The geographical address at which we may be contacted is our registered office as set out above.

14.4 You can request a copy of this Agreement during its term.

15. Variation

We may vary the Agreement by giving you not less than 2 months' prior notice of any such variation. If such variation(s) is/are not to your satisfaction, you can redeem the remaining balance on the Card before any variation is applied in accordance with Clause 8 above (save that no redemption fee will be payable). Otherwise, you will be deemed to accept the changes. Notification of any changes will be posted on our website at www.love2shop.co.uk/mycard and you agree that this is an appropriate method to vary this Agreement.

16. Governing Law

These Terms and Conditions shall be governed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English courts. All communications with you will be in English.