Important information you need to know

The TUI Prepaid Travel Money MasterCard® Terms and Conditions September 2011

Please read this Agreement carefully before you use your Card. This information forms the Terms and Conditions of your Thomson Prepaid MasterCard or First Choice Travel Prepaid MasterCard. By using your Card you accept the Terms and Conditions and you understand and accept the risks highlighted in paragraphs 18.4 of this Agreement. If there is anything you don't understand or agree with, please contact Customer Services using the contact details in paragraph 20 of this Agreement.

1. DEFINITIONS

Account – The electronic account associated with your Card.

Account Number – This is your unique personal account number and is found on the back of your Card.

Agreement – This Cardholder Agreement as varied from time to time.

AUD – Australian Dollar also referred to in this Agreement using the symbol, A$.

Available Balance – The value of funds loaded onto your Card and available for use.

Business Days – The days of Monday to Friday but does not include bank or public holidays in England.

Card – The Thomson Travel Prepaid MasterCard ("Thomson Card") or First Choice Travel Prepaid MasterCard ("First Choice Card") issued to you under this Agreement. Also referred to as the Travel Money Card in these Terms and Conditions.

Card Number – The 16 digit number on the front of your Card.

Cardholder – You - the person entering into this Agreement with us.

Customer Services – The contact centre for dealing with queries about your Card. Contact details for Customer Services can be found in paragraph 20. Calls to Customer Services are charged at local rates.

EEA – is the European Economic Area which currently includes all countries in the European Union together with Iceland, Norway and Liechtenstein.

e-money – The electronic money associated with your Card.

EUR – Euro also referred to in this Agreement using the symbol, €.

Full Deductible Amount – The full transaction amount, including the Transaction itself along with any associated fees, charges and taxes.

GBP – Pounds Sterling also referred to in this Agreement using the symbol, £.

MasterCard International Incorporated - MasterCard International Incorporated whose head office is at 2000 Purchase Street, Purchase, New York, 10577 USA.

Merchant – A retailer, or any other person, firm or corporation that accepts cards which display the MasterCard Acceptance Mark.

My Account – The area on the Website that allows you to register for online access to your Account and view details of your balance and Transaction history. My Account provides up-to-date information about your Account and you will need an internet connection in order to access it.

Non-Personalised Card – A Card which is not a Personalised Card and does not display the Cardholder's name.

Personalised Card – A version of the Card that is personalised with the Cardholder's name, issued to you following a successful application at Thomson Travel or First Choice Travel shops or alternatively via the Website.

PIN – Your four digit personal identification number for use with the Card.

POS – Point of sale.

Transaction – A retail sale, a cash advance, cash back or a cash machine withdrawal completed by you using your Card.

TUI - TUI Travel PLC, a company registered in England and Wales with number 06072876 whose registered office is at TUI Travel House, Crawley Business Quarter, Fleming Way, Crawley, West Sussex, RH10 9QL.

USD – United States Dollar, also referred to in this Agreement using the symbol, $.

We, us or our – PrePay Technologies Limited, a company registered in England and Wales with number 04008083 who can be contacted at PO BOX 3371 Swindon SN5 7WJ. PrePay Technologies Limited is authorised and regulated by the Financial Services Authority to issue e-money and is registered in the Financial Services Register with registration number 900010.

Website – www.thomson.co.uk or www.firstchoice.co.uk website address allowing you to access you personal card information.

You, your – The Cardholder.

2. SCOPE OF THIS AGREEMENT

2.1 Your Card is an e-money prepaid card. This is not a credit, charge or debit card.

2.2 Your Card has been issued by Clydesdale Bank PLC, pursuant to licence from MasterCard International Incorporated. We are a registered service provider of Clydesdale Bank PLC. Your rights and obligations relating to the use of this Card are subject to this Agreement between you and us; you have no rights against Clydesdale Bank PLC or MasterCard International Incorporated or their respective affiliates. If you experience any difficulties in using the Card you should contact Customer Services. The e-money associated with this Card is provided to you by us, and will be denominated in USD, EUR, AUD or GBP. The Card remains the property of Clydesdale Bank PLC.

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

3. BUYING, RECEIVING AND ACTIVATING YOUR CARD

3.1 You may only apply for a Card if you are resident in the United Kingdom and are over the age of 18 years. You may hold up to five Cards per household at any one time.

3.2 You agree that we may communicate with you by email for issuing any notices or information about your Account or Card and therefore it is important that you register with My Account and provide a valid email address. Additionally, your Transaction history and statements are made available to you in My Account and you will need to register in order to be able to obtain this information.

3.3 We will issue your Card to you on the basis of the information that you have provided and you acknowledge you will need to provide sufficient detail for us to satisfactorily verify your identity and address. You agree to provide accurate personal information and to tell us of any changes as soon as possible so that our records remain correct. You should update any changes to your personal information by visiting the Website or e-mailing the Customer Services team. In particular, you should always keep us informed of changes to your email address to ensure that we are able to contact you with information with respect to your Card.

3.4 By using the Card you confirm that:

3.4.1 You are aged 18 years or over;

3.4.2 The information provided to us by you is accurate and complete and is not false or misleading in any way.

3.5 When you receive your Non-Personalised Card you must sign it immediately. When you receive your Personalised Card you must sign it immediately and activate it via Customer Services.

3.6 You may use your Card to make cash withdrawals. You will need a PIN for cash machine withdrawals and to authorise any retail sales transactions in the UK and in some countries abroad. Please see paragraph 4.2 for full details on how to authorise Transactions.

3.7 If you received a Non-Personalised Card you'll be given your PIN when your Non-Personalised Card is issued in-store. If you received a Personalised Card you will receive your PIN during the activation process for the Personalised Card. You should never reveal your PIN to anybody. We will not reveal your PIN to a third party. If you forget your PIN you can reset it by contacting Customer Services.

3.8 When you select or change your PIN, you must not select a PIN that may be easily guessed, such as a number that:

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

3.8.2 is part of data imprinted on the Card;

3.8.3 consists of the same digits or a sequence of running digits; or

3.8.4 is identical to a previously selected PIN.

4. USING YOUR CARD

4.1 Your Card can be used at any Merchant. The Card is intended for use in countries in which the national currency is that of the e-money loaded on to your Card and these terms and conditions are entered into on the basis. If a Merchant or cash machine offers you the choice to make your purchase in the currency in which your Card is issued or another currency, then you should choose to make the purchase in the currency in which your Card is issued in order to obtain the maximum benefit from your Card.

4.2 You can authorise Transactions on your Card at any Merchant by entering your PIN or other security code, if the Merchant does not accept chip and PIN authorisation, the Merchant may allow you to authorise the Transaction by signature of the receipt. Please be aware that you may not usually stop a Transaction once it has been authorised as at that point it is deemed to be received by us. You will be responsible for all Transactions where you or any additional Cardholder authorise such Transaction, regardless of the manner of such authorisation.

4.3 Travel Money Cards can be used to make withdrawals at cash machines bearing the MasterCard Acceptance Mark or at participating banks to make cash advance withdrawals (fees apply, see paragraph 11). You can withdraw up to €250 per day for EUR Cards, $300 per day for USD Cards, A$300 per day for AUD Cards or £250 per day for GBP Cards but some Merchants or cash machines may have lower limits. Please note that extra cash machine fees in addition to those shown in paragraph 11 may be charged by certain cash machine providers.

4.4 Your Card is a prepaid card, which means that the Card's Available Balance will be reduced by the full amount of each Transaction and authorisation (see explanations in 4.6.1 to 4.6.3 of the different circumstances in which requests for authorisation might take place), plus any applicable taxes and charges, including any additional cash machine charge if any. This is your 'Full Deductible Amount', which must be less than or equal to the Available Balance on your Card. You must not use your Card after the expiry date of the Card or if the Full Deductible Amount exceeds the Available Balance. If, for any reason, a Transaction is processed for an amount greater than the Available Balance on your Card, you must repay us the amount by which the Full Deductible Amount exceeds your Available Balance within 14 days of receiving an invoice from us. Should you not repay this amount within 14 days of receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

4.5 You can check your balance and Transaction history for free by visiting My Account. You can also check your balance by calling Customer Services. Provided that you have registered your mobile phone number in My Account then you can choose to check the Available Balance on your Card by texting 'BALANCE XXX' (where XXX is your 14 digit My Account number) to +44 (0) 7786 200 117. In the event that you choose to use this service then your mobile service provider will charge standard network fees for each SMS message. You acknowledge that such fees may be at international rates and we suggest that you check with your mobile service provider to confirm the applicable fees.

4.6 Due to security safeguards, Merchants that accept your Card are required to seek authorisation from us for all of the Transactions that you make. There are some circumstances where Merchants may require you to have an Available Balance greater than the value of the Transaction you wish to make. You will only be charged for the actual and final value of the Transaction you make. Merchants request this as they may need to access more funds than you initially planned to spend. For example:

4.6.1 Hotels and rental cars – As Merchants may not be able to accurately predict how much your final bill will be, they may request an authorisation for funds greater than your Available Balance. This is called pre-authorisation. We suggest that you consider using an alternative card for pre-authorisations and that you use your Travel Money Card when checking out. You will not be charged twice by the hotel.

4.6.2 Internet Merchants – Certain internet Merchant sites will, on registration or at checkout stage, send a request for payment authorisation to verify if funds are available. This will temporarily impact your Available Balance. Also please bear in mind that many sites won't deduct payment until goods are dispatched so please be aware of this when checking your balance to make sure you've always got funds available to cover your purchases.

4.6.3 In-flight purchases – Merchants may not be able to authorise your Transaction if they can't obtain an online authorisation from us. Examples include on-board cruise or train charges and some in-flight purchases.

4.7 Your Card cannot be used at self service petrol pumps. You can use your Card to pay by taking it to the cashier.

4.8 Your Card should not be used as a form of identification. We will decline any authorisation requests from Merchants using your Card for identification purposes.

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

4.10 We may ask you to surrender the Card at anytime for a valid reason in accordance with the provisions in paragraph 15 of these Terms and Conditions. If we do so, we will give you back your e-money in accordance with paragraph 7 of these Terms and Conditions.

5. TOPPING-UP YOUR CARD

5.1 You may top-up your Card up to a maximum balance of €5,000 for a Card issued in EUR, $7,500 for a Card issued in USD, A$7,500 for a Card issues in AUD or £5,000 for a Card issued in GBP.

5.2 You can only top-up your Card in First Choice or Thomson Travel shops with currency purchased in those shops by using cash or a debit or credit card. You can also top-up your Card via the Website by using a debit or credit card. Unless stated otherwise, top-ups via the Website will be credited to your Available Balance when we receive your money which is usually within 48 hours of the date on which you make the top-up payment via the Website. Fees may be charged by your credit card provider for top-ups made using a credit card. You will also be charged a 2% fee by us in addition to any fees that may be charged by your credit card provider (refer to paragraph 11). Top-ups made at First Choice or Thomson Travel shops will be credited to your Available Balance immediately.

5.3 We reserve the right to suspend or terminate the right to top-up your Card at any time without notice.

6. CARD EXPIRY

6.1 The expiry date of your Card is printed on the front of the Card. You will not be able to use your Card if it has expired. If you would like to apply for a replacement Card please contact Customer Services (fees may apply, see paragraph 11). Alternatively you can request a refund of the Available Balance, made according to the provisions of paragraph 7.

6.2 No Transactions will be processed once your Card has expired.

6.3 If your Card has been used in the six months prior to the expiry date and you have registered with My Account then we'll send you an email asking whether you would like to renew your Card or instead reclaim the outstanding Available Balance (if any). Please note that reclaiming Available Balance may be subject to a Redemption Fee in accordance with paragraph 7 (see paragraph 11 for fees).

6.3.1 If you opt to have your Card renewed, you'll be issued a new Card and any outstanding Available Balance will be transferred.

6.3.2 If you tell us you do not want your Card renewed we will close your Account on the expiry date. If there is an outstanding Available Balance on the Card at expiry, this will be sent to your registered address by cheque within 30 days of the closure of your Account.

6.3.3 If the Card has not been used in the six months prior to the expiry date, or if you do not reply to the email, or if you have not registered an email address with My Account, then we'll close your Account on the expiry date. Any outstanding Available Balance on the Card at expiry will remain yours for a period of six years from the last date on which the Card was last loaded with e-money. Within these six years, you can request a refund anytime by emailing us at Customerservices@TUIPrepaid.co.uk or for Thomson Cards by phoning +44 (0)2031 300 133 or for First Choice Cards by phoning +44(0) 2031 300 135, both lines are open 24 hours a day. Any funds remaining on the Card for in excess of six years from the last date on which the Card was loaded with e-money will not be returned to you. Please note that reclaiming the Available Balance may be subject to a Redemption Fee in accordance with paragraph 7 (see paragraph 11 for fees).

7. REDEEMING E-MONEY

7.1 If you would like to redeem any unused funds on your Card you will be charged a fee ('Redemption Fee') to cover redemption costs if you redeem all of your balance at the following times:

7.1.1 before the expiry date of your Card or replacement Card;

7.1.2 before you or we terminate this Agreement prior to the Card expiry date;

7.1.3 more than 12 months after:

(i) your Card or replacement Card expires; or

(ii) this Agreement is terminated (as applicable).
You will be reminded of this fee before redemption.

7.2 If a Redemption Fee is applied you will be charged a fee as set out in paragraph 11.1 or the total Available Balance if lower than the applicable fee. Please note you will only be charged a Redemption Fee if redeeming funds via Customer Services. No fee will be applied in store at a First Choice or Thompson Travel Shop. All redemptions will be paid by cheque.

7.3 You may redeem funds subject to the provisions described in paragraph 7.1 as long as:

7.3.1 we believe you have not acted fraudulently; and

7.3.2 we are not prohibited from doing so by any applicable law, regulation, court order or instruction or guidance of a competent regulatory authority or agency.

7.4 You can obtain redemption of any unused funds by contacting Customer Services or in store at a First Choice or Thomson Travel Shop. You acknowledge that all redemptions will be made to you in pounds sterling regardless of the currency in which your Card is issued, either at the exchange rate advertised in the First Choice or Thomson Travel Shop where the redemption is carried out or at the exchange rate advised by Customer Services prior to the redemption. If you choose to redeem unused funds via Customer Services then you must redeem all of those funds. If you only wish to redeem part of the funds, you may do so in store at a First Choice or Thompson Travel Shop.

7.5 Any redemption shall be made together with a pro-rata refund of any activation fee that you may have paid in advance with respect to the Card (if applicable).

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

8. CARDHOLDER LIABILITY AND AUTHORISATIONS

8.1 We may restrict or refuse to authorise any use of your Card in any legal jurisdiction if using the Card is causing or could cause a breach of this Agreement or if we have reasonable grounds for suspecting that either you or a third party has committed or is about to commit a crime or other abuse in connection with the Card.

8.2 Where appropriate, any refusal to authorise a Transaction will be relayed to you via the Merchant concerned.

8.3 If we need to investigate a Transaction on the Card then you must cooperate with us, the police or any other authorised body if this is required.

8.4 You should never:

8.4.1 allow another person to use your Card;

8.4.2 record your PIN in writing, with your Card or otherwise;

8.4.3 disclose your PIN to, or otherwise make it available to any other person, whether verbally or by entering it in a way that allows it to be observed by others or otherwise; or

8.4.4 enter the PIN in any cash machine that does not look genuine, has been modified, has a suspicious device attached or is operating in a suspicious manner.

8.5 You will be responsible for all Transactions which you or any additional Cardholder authorise, whatever the manner of such authorisation.

8.6 You agree to indemnify and hold harmless, us and our distributors, partners, agents, sponsors (including without limitation Clydesdale Bank PLC and MasterCard International Incorporated), and service providers and their group companies from and against the costs of any legal action taken to enforce these Terms and Conditions and/or any breach of these Terms and Conditions or fraudulent use of your Card or PIN by or authorised by you.

9. LOST, STOLEN OR DAMAGED CARDS

9.1 In the event of loss, theft, fraud or any other risk of an unauthorised use of your Card, or if your Card is damaged or malfunctions, you must contact Customer Services immediately. You will be asked to provide us with your Card Number and some identifying details so that we can block your Card. In the event that you notify us in accordance with this Agreement that your Card has been lost or stolen you will be liable for a maximum of £50 of any loss that takes place prior to you contacting Customer Services.

9.2 Provided that you have given notification of your lost or stolen Card in accordance with clause 9.1 and that clause 9.5 does not apply, then you will not be liable for losses that take place following the date on which you gave such notification. If there is an Available Balance remaining on your Card, we can replace your Card and transfer the last Available Balance onto the replacement Card (fees apply, see paragraph 11). Alternatively, your Available Balance can be redeemed by you (see paragraph 7), unless we have any reason to believe that the notified incident has been caused by your breach of this Agreement, your negligence or if it raises reasonable suspicion of fraudulent or improper conduct.

9.3 You must call Customer Services immediately if you require a replacement Card. If we replace the Card, the Card will be delivered to your home address (fees apply see paragraph 11) or alternatively if you hold a Non-Personalised Card you may be able to obtain a replacement Non-Personalised Card at First Choice or Thomson Travel Shops provided you have contacted Customer Services previously and in accordance with this Agreement. You cannot replace your Personalised Card at First Choice or Thomson Travel shops

9.4 If you are travelling outside of the United Kingdom in the event of loss, theft, fraud or other risk of unauthorised use of your Card, please contact Customer Services who will advise of your options with respect to the Card and Available Balance.

9.5 In the event that we have reason to believe you have acted fraudulently or you have acted with negligence or intentionally in failing to notify us of the lost or stolen Card then you shall be liable for all losses.

10. TRANSACTIONS MADE IN FOREIGN CURRENCIES

10.1 If you make a Transaction in a currency other than the currency in which your Card is issued (a Foreign Currency Transaction), the amount deducted from your Account will be converted to the currency in which your Card is issued on the day we receive details of that Foreign Currency Transaction. We will use a rate set by MasterCard which will be available on each Business Day and changes in the exchange rate shall take effect immediately. We will add Foreign Currency Transaction Fee (see paragraph 11) to this rate. Exchange rates can fluctuate and they may change between the time a Transaction is made and the time it is deducted from your Available Balance. For Transactions made in the EEA and in an EEA currency you can find out the MasterCard Exchange Rate by emailing Customer Services.

11. FEES

11.1 Depending on the currency of your Card it is subject to the fees set out below:

	EUR	USD	AUD	GBP	Notes
Card Application Fee	Free	Free	Free	2% of load	GBP subject to minimum £5 application fee
ATM Cash Withdrawal	€2	$3	A$3	£1.50	Per withdrawal
Transaction Fee (POS and Internet)	Free	Free	Free	£0.50	GBP fee applied in the UK only
Additional Foreign Currency Transaction Fee	3%	3%	3%	3%	
Replacement Card Fee	€5	$7.50	A$7.50	£5	Assumes UK delivery to home address
General customer service calls	FREE	FREE	FREE	FREE	Your standard call provider charges will apply
Redemption Fee (if applicable)	€10	$15	A$15	£10	Listed fee is for redemption via Customer Services only. In the event that redemption is made at a Thomson or First Choice store then there is no additional fee
Upgrade from Non-Personalised Card to Personalised Card	€5	$7.50	A$7.50	£5	Via Customer Services only
Additional Card	€3.95	$4.95	A$4.95	£3.95	
Text balance enquiry					
(mobile phone)	FREE	FREE	FREE	FREE	Your standard call provider charges will apply
On-line top-up Fee	2%	2%	2%	2%	Credit Card top-ups only (not Debit Cards)

There is no charge for the following services: Card Application; Monthly Management; Transaction: Online gambling and betting transactions; IVR balance enquiry; Website balance enquiry, Online statement; PIN change at ATM; and Reset of Forgotten PIN.

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

12. DISPUTES

12.1 If you have a reason to believe that a Transaction for which your Card was used is unauthorised or has been posted to your Account in error, then at your request we will examine your Account and the circumstances of the Transaction. We strongly recommend that you check My Account on a regular basis as it is updated instantly and notify us by contacting Customer Services as soon as possible, but in any event within 13 months of the date of the relevant Transaction. Please be aware that any delay in notifying us makes it more difficult for us to obtain evidence as to whether the Transaction was authorised and may therefore increase the time involved in investigating the Transaction. If you dispute the Transaction, the Merchant must be able to prove that the Transaction actually took place.

12.2 Once we are reasonably satisfied that you did not authorise the Transaction and that we are required to refund the Transaction under this Agreement then we will refund the Transaction amount together with any charges on that amount and will have no further liability to you. We may require you to liaise with appropriate authorities with respect to the disputed Transaction.

12.3 Until our investigation is complete the disputed amount will be unavailable to spend. It may later be deducted from your Account if we receive information that proves that the Transaction was genuine. In this event we will charge you a £10 administration fee.

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

13. VARIATION

13.1 We may change the Terms and Conditions of this Agreement, including fees and limits by providing you with at least 60 days notice by email (provided you have registered for My Account and maintained your email address details) and will ensure the most recent version is always available on the Website.

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

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

14. CANCELLATION

14.1 You may cancel your Card up to 14 calendar days after the date of activation ("the Cancellation Period"), provided that you have not used the Card, without giving a reason by writing to Customer Services at the address given in paragraph 20 of these Terms and Conditions or visiting a Thomson or First Choice store. This does not apply to replacement Cards where the Cancellation Period for the original Card has expired. Upon cancellation, we will refund to you within 30 days, the Issuance Fee and any Available Balance on your Card in pounds sterling.

14.2 You may terminate your Card any time after the Cancellation Period by exercising your rights under paragraph 7. You will not be charged for cancelling your Card but a Redemption Fee will apply (please see paragraph 11).

15. TERMINATION OR SUSPENSION

15.1 We can terminate this Agreement at any time:

15.1.1 if we give you 60 days' notice and refund the Available Balance to you, or

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

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

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

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

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

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

15.4 In the event that any additional fees are found to have been incurred on your Card following termination by either you or us, then subject to these Terms and Conditions, you shall refund to us any sum which relates to a withdrawal on the Card or fees and/or charges validly applied whether before or after termination. We'll send an invoice to you and will require you to refund us within 14 days. Should you not repay this amount within 14 days of receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

16. OUR LIABILITY

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

16.1.1 we shall not be liable for any default resulting directly or indirectly from any cause beyond our control, including but not limited to, a lack of funds and/ or failure of network services at cash machines, maximum withdrawal limits set by cash machine operators and failure of data processing systems,

16.1.2 we shall not be liable for any loss of profits, loss of business, or any indirect, consequential, special or punitive losses,

16.1.3 where the Card is faulty due to our default, our liability shall be limited to replacement of the Card, or at our choice, redemption of the Available Balance,

16.1.4 where sums are incorrectly deducted from your Available Balance due to our default, our liability shall be limited to payment to you of an equivalent amount,

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

16.1.6 in all other circumstances of our default, our liability will be limited to redemption of the Available Balance.

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

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

16.4 The above exclusions and limitations set out in this paragraph 16 shall apply to any liability of our affiliates such as Clydesdale Bank PLC, MasterCard International Incorporated, or other suppliers, contractors, agents or distributors and any of their respective affiliates (if any), to you, which may arise in connection with this Agreement.

17. YOUR INFORMATION

17.1 You may provide us with personal data from time to time in connection with your Card. Some personal data will be necessary for us to provide you with the Card and services under this Agreement. You must notify us immediately of any change of name and address by contacting Customer Services.

17.2 We and our affiliates are committed to maintaining your personal data in accordance with the requirements of the Data Protection Act 1998 and will take all reasonable steps to ensure that your personal data is kept secure against unauthorised access, loss, disclosure or destruction. Except as required by law, or in accordance with these Terms and Conditions, your personal information will not be passed to anyone without your permission. To comply with Anti-Money Laundering Regulations, we are required to request evidence of identity from you and may use an ID verification agency or credit reference agency (whose names and addresses will be provided to you on request) both prior to and following issue of your Card for this purpose and who will add details to your record of our request for a search.

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

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

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

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

17.7 It's your responsibility to keep us updated of changes to your personal details, including email address. Failure to do so may result in us being unable to contact you regarding your Card, including the provision of refunds to which you might be entitled or to let you know about changes to Terms and Conditions.

18. COMPLAINTS PROCEDURE

18.1 Complaints regarding any element of the service provided by us should be sent in writing to the address in paragraph 20 below or by email to Customer Services.

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

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

18.4 The Financial Services Compensation Scheme is not applicable for the Card. No other compensation schemes exist to cover losses claimed in connection with the Card. We will however safeguard your funds against any loss that can be reasonably anticipated.

19. GENERAL

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

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

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

19.4 No third party who is not a party to this Agreement has a right to enforce any of the provisions of these Terms and Conditions, save that Clydesdale Bank PLC and MasterCard International Incorporated and their respective affiliates may enforce any provision of this Agreement which confers a benefit or a right upon them and a person specified in paragraph 16.4 may enforce paragraph 16.

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

19.6 This Agreement is governed by English law and you agree to the nonexclusive jurisdiction of the courts of England and Wales.

20. CONTACTING CUSTOMER SERVICES

If you've got a question, you can contact Customer Services for Thomson Cards by phoning +44 (0) 2031 300 133 or for First Choice Cards by phoning +44 (0) 2031 300 135 both lines are open 24 hours a days, or by writing to Customer Services at Travel Money Card, PO BOX 3371, Swindon SN5 7WJ, or by emailing Customerservices@TUIPrepaid.co.uk. A lost and stolen card service is also available 24 hours a day on the Customer Services phone number.