

## Terms and conditions

### The TUI Travel Prepaid MasterCard® Terms and Conditions

Please read this agreement carefully before you use your Card. This information forms the terms and conditions of your Thomson Travel 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 paragraph 18.4 of this agreement. If there is anything you do not understand or do not agree with, please contact Customer Services using the contact details 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.

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

**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 rate.

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

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

**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 symbol.

**My Account** – the area on the Website that allows you to register your name and contact details for your Account Number.

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

**Transaction** – A retail sale, a cash advance, cashback 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.

**we, us or our** – PrePay Technologies Limited, a company registered in England and Wales with number 04008083 who can be contacted at PO BOX 5381, London, W1A 7EY. 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 219619.

**Website** – [www.thomson.co.uk](http://www.thomson.co.uk) or [www.firstchoice.co.uk](http://www.firstchoice.co.uk) website address allowing you to access your 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 by MasterCard® International Incorporated or its affiliates. We are a registered Member 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 either US Dollars or Euros. The funds you place with us on your Card are held in a secure trust account and in the unlikely event that we become insolvent your money would be fully protected. 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** 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 calling Customer Services. 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.

**3.3** By using the Card you confirm that:

**3.3.1** You are aged 18 years or over;

**3.3.2** the information provided to us by you is accurate and complete and is not false or misleading in any way.

**3.4** When you receive your Card, you must sign it immediately and will need to load e-money onto it in order to activate it.

**3.5** You may use your Card to make cash withdrawals, subject to 3.4. You will need a PIN for cash machine withdrawals and to authorise any retail sales transactions in the UK and in some countries abroad.

**3.6** You'll be given your PIN when your Card is issued. 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.

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

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

**3.7.2** is part of data imprinted on the Card,

**3.7.3** consists of the same digits or a sequence of running digits, or

**3.7.4** is identical to a previously selected PIN.

## **4. USING YOUR CARD**

**4.1** Your Card can be used at any Merchant.

**4.2** Travel Money Cards can be used to make withdrawals at cash machines bearing the MasterCard® logo or at participating banks to make cash advance withdrawals (fees apply, see paragraph 11). You can withdraw up to €250 per day for Euro Cards or US\$300 per day for US Dollar 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.

**4.3** 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 4.5.1 to 4.5.5 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.

**4.4** You can check your balance for free by visiting the Website. 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 sending an SMS message to 0044 7862 00117. 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.

**4.5** 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:

**4.5.1** 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 Card for payment when checking out. You will not be charged twice by the hotel.

**4.5.2** Internet Merchants – Certain internet merchant sites will, on registration or at checkout stage, send a request for payment authorisation to verify if funds are available. This will temporarily impact your Available Balance. Also please bear in mind that many sites 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. We will decline any authorisation requests from merchants using your Card for identification purposes.

**4.5.3** 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.

**4.5.4** Memberships or subscriptions – Please ensure you've always sufficient Available Balance on your Card if using it for recurring charges, like memberships or subscriptions.

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

**4.7** Your Card should not be used as a form of identification.

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

**4.9** 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 Euros or US\$7,500 for a Card issued in US Dollars.

**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 a credit card. Fees may be charged by your credit card provider for purchases made using a credit card.

**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 will be subject to an Account Closure Fee, see paragraph 11.

**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, an account closure fee will be deducted from the Available Balance (see paragraph 11 for fees).

**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 twelve months from the last date on which the Card was last loaded with e-money, subject to an Account Closure Fee, see paragraph 11. Within these twelve months, you can request a refund anytime by emailing us at [Customerservices@TUIPrepaidcard.co.uk](mailto:Customerservices@TUIPrepaidcard.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 twelve months from the

last date on which the Card was loaded with e-money will not be returned to you. Please note that reclaiming Available Balance will be subject to the account closure fee, see paragraph 11.

## **7. REDEEMING E-MONEY**

**7.1** If you'd like to terminate your Card and redeem any unused funds, you may do so as long as:

**7.1.1** we believe you have not acted fraudulently, and

**7.1.2** 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.

**7.2** You can obtain redemption of any unused funds by contacting Customer Services or in store at a First Choice or Thomson Travel Shop, subject to an Account Closure Fee, see paragraph 11. You acknowledge that all redemptions will be made to you in pounds sterling, regardless of the currency in which your Card is denominated. If you choose to redeem unused funds then you must redeem all of those funds, there is no partial redemption available.

**7.3** Please note, our procedures may require us to carry out various checks reasonably required to prevent fraudulent use of your Card before we can process your redemption request.

**7.4** 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 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** 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.

**8.3** You should never:

**8.3.1** Allow another person to use your Card;

**8.3.2** Record your PIN in writing, with your Card or otherwise;

**8.3.3** 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

**8.3.4** 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.

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

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

## **9. LOST, STOLEN OR DAMAGED CARDS**

**9.1** You should treat the e-money on your Card like cash in a wallet. If you lose your Card or it's stolen you may lose any e-money on it in just the same way as if you lost your wallet.

**9.2** In the event of loss, theft, fraud or any other risk of an unauthorised use of your Card, or if your Card is damaged or malfunctions, you must contact Customer Services immediately, if you are in the United Kingdom then you may go to a First Choice or Thomson Travel shop. You will be asked to provide us with your Card Number and some identifying details so that we can block your Card. You will be liable for any unauthorised Transactions that take place prior to you notifying us and these will reduce your Available Balance. If there is an Available Balance remaining on your Card we can replace your Card and transfer the last Available Balance onto it (fees apply, see paragraph 11). Alternatively, your Available Balance can be redeemed to you (see paragraph 7), unless we have any reason to believe that the notified incident has been caused by your breach of this Agreement, gross negligence or if it raises reasonable suspicion of fraudulent or improper conduct. If we replace the Card, the Card will be delivered to your home address, unless you have visited a First Choice or Thomson Travel shop, in which case it will be issued to you in store (fees apply, see paragraph 11). If you are travelling outside of the United Kingdom in the event of loss, theft, fraud or other risk of unauthorised used of your Card, please contact Customer Services who will advise of your options with respect to the Card and Available Balance.

## **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®. This rate will include a Foreign Currency Transaction Fee (see paragraph 11). 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.

## **11. FEES**

**11.1** The currency of Card fees is in accordance with the Card currency. The Card fees are:

<b>Fees and Product Summary</b>	<b>Customer Fee</b>	<b>Comments</b>
<b>Application</b>		
Card Application Fee	FREE	
Monthly Management Fee	FREE	
<b>Ongoing</b>		
Transaction Fee	FREE	
Online gambling and betting transactions	FREE	
ATM Cash withdrawal	€2 or \$3	
IVR balance enquiry	FREE	
Internet balance enquiry	FREE	

Text balance enquiry (mobile phone)	FREE	Your standard call provider charges will apply.
Paper Statement Request	FREE	
Online Statement	FREE	
Foreign Currency Transaction Fee	3%	
PIN change at ATM	FREE	
Reset of Forgotten PIN	FREE	
Replacement Card Fee	€5 or \$7.50	Assumes UK delivery to home address.
General customer service calls	FREE	Your standard call provider charges will apply.
<b>Closure</b>		
Card Cancellation and Redemption Fee	€10 or \$15	Listed fee is for cancellation or redemption via Customer Services only. In the event that cancellation or redemption is made in store at a Thomson or First Choice store then there is no additional fee.

**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, you may ask us to investigate the Transaction by contacting Customer Services within 14 days of the date of the relevant Transaction.

**12.2** If the disputed Transaction is investigated and found to be incorrect the value of the Transaction will be refunded to your Account. 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.

**12.3** We reserve the right not to refund sums to you if we believe that you have not acted in accordance with this Agreement.

## **13. VARIATION**

**13.1** We may change the terms and conditions of this Agreement, including fees and limits, at any

time by posting an amended version on the Website for one or more of the following reasons:

**13.1.1** to reflect the introduction or development of new systems, methods of operation, services or facilities,

**13.1.2** to reflect a change or an expected change in market conditions, general good practice or the cost of providing our services to our customers,

**13.1.3** to conform with or anticipate any changes in the law or taxation, any codes of practice or recommendations of the Financial Services Authority or other regulatory body,

**13.1.4** to ensure that our business is run prudently and remains competitive,

**13.1.5** to take account of a ruling by a court, ombudsman, regulator or similar body,

**13.1.6** to make the terms and conditions fairer or clearer for you,

**13.1.7** to rectify any mistake that might be discovered in due course,

**13.1.8** to enable us to harmonise our banking interest or charging arrangements, or

**13.1.9** by agreement with you.

**13.2** We will give you at least 30 days' notice by email, provided that you have registered for My Account, of any material change in fees or service levels included in these terms and conditions.

## **14. CANCELLATION**

**14.1** You may cancel your Card before activating it, and up to 14 calendar days after the date of activation ('the Cancellation Period'), without giving a reason by writing to Customer Services at the address given in paragraph 20 of these terms and conditions. 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 any Available Balance on your Card in pounds sterling.

**14.2** You may terminate your Card any time by exercising your rights under paragraph 7.

## **15. TERMINATION OR SUSPENSION**

**15.1** We can terminate this Agreement at any time:

**15.1.1** if we give you 30 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 grossly negligent manner or for fraudulent or other unlawful purposes or if we can no longer process your Transactions due to the actions of third parties.

**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,

**15.2.2** a Transaction has been declined because of a lack of Available Balance,

**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 grossly 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 any additional fees are found to have been incurred on your Card following termination by either you or us, 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, and

**16.1.5** 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 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 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 £10.00 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](http://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.

## **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, 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 is governed by English law and you agree to the non-exclusive jurisdiction of the courts of England and Wales.

## **20. CONTACTING CUSTOMER SERVICES**

**20.1** 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 day, or by writing to Customer Services at Travel Money Card, PO BOX 5381, London, W1A 7EY, or by emailing [Customerservices@TUIPrepaidcard.co.uk](mailto:Customerservices@TUIPrepaidcard.co.uk). A lost and stolen card service is also available 24 hours a day on the Customer Services phone number.