

# Nottinghamshire County Council Adults Direct Payments Prepaid Mastercard®

## Terms and Conditions

**Valid as of 13 January 2018**

**IMPORTANT INFORMATION:** These are the terms & conditions of the agreement between us, Prepaid Financial Services Ltd, 5th Floor, Langham House, 302-308 Regent Street, London, W1B 3AT and you, the Customer entering into the agreement (“this Agreement”). Please read this Agreement carefully before activating or using your card or account. The terms of this Agreement and fees shall apply to all Customers. Activation of your card is deemed as your acceptance of this agreement. The term of this agreement is from activation of your card to the expiry date of your card, unless otherwise stated in the conditions of this agreement.

### 1. Definitions & Interpretation

In this document, if we use words that start with a capital letter, that means the word has been defined in this ‘Definition & Interpretation’ section.

**"Account"** a non-deposit non-interest bearing pre-paid electronic account associated at times to a Card which is maintained for the sole purpose of enabling Transactions;

**"Account Information Service Providers"** Under PSD2 an 'account information service' is an online service which provides consolidated information on payment accounts held by a payment service user with payment service providers

**"Additional Prepaid Cardholder"** where applicable a person who holds a Secondary Card;

**"Anonymous Prepaid Card"** a prepaid non-personalised card that can be used subject to specified Card limits on loading, transactions and redemption;

**"Authorised"** act of authorising a Transaction by using the Card together with (i) the PIN Code or with (ii) the CVC Code and expiry date or with (iii) the signature of the Cardholder;

**"ATM"** An automated teller machine is an electronic telecommunications device that enables Customers to perform financial transactions, particularly cash

withdrawal, without the need for a human cashier, clerk or bank teller. Most ATMs identify the Customer by the Customer inserting the Card with a magnetic stripe or a plastic smart card with a chip that contains a unique card number and security information such as an expiration date or CVC2 or CVV. Authentication is provided by the customer entering a personal identification number (PIN).

**"Available Balance"** the value of unspent funds loaded onto your Account and available to use;

**"BIC code(s)"** Bank Identifier Code means a standard format code managed by SWIFT now called Business Identifier Codes (BIC) which is used to uniquely identify banks and financial institutions globally - it who and where they are. This code is used when transferring money between banks, in particular for international wire transfers or SEPA payments.

**"Business Day"** Monday to Friday, 0900hrs to 1700hrs GMT, excluding bank and public holidays in the UK

**"Card"** a physical device bearing electronically stored monetary value as represented by a claim against Prepaid Financial Services; and/or a physical or digital mechanism providing access to an Account which is issued by Prepaid Financial Services for the purpose of enabling Transactions

**"Customer"** the person who has applied successfully for a Payment Service and who has been issued at least one Card by us for Card payments or IBAN account details. The Customer is the legally and financially responsible person to whom we provide the Payment Services;

**"SEPA Transfer Payment (STP)"** A facility available for UK registered Accounts only whereby an instruction from Customer is sent to Prepaid Financial Services, authorising an organisation you wish to pay, to collect varying amounts from your account at periodic intervals.

**"EEA"** The European Economic Area provides for the free movement of persons, goods, services and capital within the internal market of the European Union (EU) between its 28-member states, as well as three of the four-member states of the European Free Trade Association (EFTA): Iceland, Liechtenstein and Norway.

**"Customer Due Diligence"** level of the Know your Customer requirements where we must collect proof of identification and proof of residence of cardholders.

<b>“E-money”</b>	Electronic money is monetary value, the digital equivalent of cash, issued by an e-money institution and stored on or allocated to an electronic device issued and usable for payments.
<b>“E-Wallet”</b>	A payment account issued by Prepaid Financial Services in favour of certain Customers, mostly corporate, permitting the receipt of funds for the loading of Cards and manage Card program related expenses.
<b>“Fee”</b>	the price paid by you for the Payment Services
<b>“IBAN”</b>	An IBAN, or International Bank Account Number is part of a new international standard that has been adopted as part of the SEPA (Single Euro Payments Area) agreement. IBAN) is an internationally agreed system of identifying bank accounts across national borders to facilitate the communication and processing of cross border transactions with a reduced risk of transcription errors. It has been implemented by most European countries and many countries in the other parts of the world,
<b>“Know Your Business”</b>	Know Your Business due diligence checks on corporate entities, their directors and beneficial owners as per Anti-Money Laundering regulatory requirements
<b>“Know Your Customer”</b>	personal due diligence checks as per Anti-Money Laundering regulatory requirements
<b>"Limitation Period"</b>	Where applicable means the period of 6 years following termination of this Agreement;
<b>"Merchant"</b>	a retailer or any other person that accepts e-money by virtue of a Merchant account with an acquirer or a payment services provider.
<b>"Payment Services"</b>	means all payment and e-money services and any related services available to the Customer through the use of the Account and/or Card;
<b>“Payment Services Directive 2”</b>	(PSD2) means EU Directive 2015/2366 relating to payment services as amended or replaced from time to time and transposed into law as the Payment Services Regulation 2017.
<b>Payment Initiation Service Provider</b>	(“PISP”) is a party which initiates a payment order requested by you, in relation to your account held at a Payment Service Provider

<b>“SEPA”</b>	the Single Euro Payments Area (SEPA) is a payment integration initiative of the European Union to help simplify the process of bank transfers
<b>“Simplified Due Diligence”</b>	a means of self-certification for the registration of personal details associated with a Card or Account [SDD]. SDD Cards are subject to lower annual load and ATM limits
<b>“SWIFT”</b>	The Society for Worldwide Interbank Financial Telecommunication provides a network that enables financial institutions worldwide to send and receive information about financial transactions in a secure, standardised and reliable environment
<b>"Secondary Prepaid Mastercard Card"</b>	where applicable any secondary card which is issued to an additional person any time after the successful registration of a Primary card or Account;
<b>"Systems and Schemes"</b>	the Scheme being Mastercard or Visa as shown on your Card or Account; Systems being the processor.
<b>"Transaction"</b>	realising or attempting to make: (i) a payment, or a purchase of goods or services from a Merchant where payment is made (in whole or in part) by use of the Payment Services, including where payment is made over the internet or by phone
<b>“Virtual Account”</b>	A prepaid Virtual Account issued by us enabling you to make Card-not-present (CNP) transactions after sufficient funding of the Virtual Account.
<b>"we", "us" or 'our"</b>	Prepaid Financial Services Limited as the e-money issuer and regulated entity;
<b>"you" or "your"</b>	The Customer and/or any person or third-party provider authorised by you, for use in accordance with these Terms and Conditions

## 2. Contact Us

Your Card or Account can be managed online at [www.prepaidfinancialservices.com/nottinghamshire](http://www.prepaidfinancialservices.com/nottinghamshire), or via email to [nottinghamshire@prepaidfinancialservices.com](mailto:nottinghamshire@prepaidfinancialservices.com). To report your Cards lost or stolen please call one of the below IVR numbers:

- 0203 327 1991
- 0203 468 4112
- 0207 183 2248

or email [nottinghamshire@prepaidfinancialservices.com](mailto:nottinghamshire@prepaidfinancialservices.com). At any time during the contractual relationship you shall have the right to receive, on request, these terms and conditions free of charge.

### **3. Your Agreement with Us**

- 3.1. The issuer for Your Nottinghamshire County Council Adults Direct Payments Prepaid Mastercard Card and provider of the Payment Services is Prepaid Financial Services Limited. [PFS]. PFS is registered in England and Wales under Company Registration Number is 6337638. Registered Office: 4th Floor, 36 Carnaby Street, London, W1F 7DR.
- 3.2. PFS is authorised and regulated as an e-money issuer by the Financial Conduct Authority registration number 900036.
- 3.3. Details of the PFS authorisation licence by the Financial Conduct Authority is available on the public register at [https://register.fca.org.uk/ShPo\\_FirmDetailsPage?id=001b000000m4IX9AAM](https://register.fca.org.uk/ShPo_FirmDetailsPage?id=001b000000m4IX9AAM)
- 3.4. Prepaid Financial Services Limited acts as the programme issuer.
- 3.5. Nottinghamshire County Council is the programme manager. Nottinghamshire County Council is registered in UK with registered office: County Hall, Loughborough Road, West Bridgford, Nottinghamshire, NG2 7QP.
- 3.6. Prepaid Financial Services Limited is licensed as a principal member with the Mastercard Scheme. Mastercard is a registered trademark of Mastercard International Incorporated.
- 3.7. These terms and conditions govern the relationship between us and you for the provision of the Payment Services by us to you. This Agreement also contains important information that may affect your ability to recover your money. By activating your Account, you shall be deemed to have accepted and fully understood the terms and conditions set out in this Agreement and you agree to comply with these by your use of the Card and/or by indicating your acceptance.
- 3.8. Your Card is not a credit card and is not issued by a bank. Regardless of the type of Card(s) you have, you will have only one Account where your Available Balance is located.
- 3.9. Your Payment Services may not be activated unless we have been provided with the required information so that we may identify you and can comply with all applicable KYC and anti-money laundering requirements. We shall keep records of such information and documents in accordance with all applicable legal and regulatory requirements.
- 3.10. Reference to a currency (e.g. Euros € or Sterling £) shall mean that amount or the local currency equivalent in which your Card is denominated.
- 3.11. Any Transaction on your Card in a currency other than the currency in which your Card is denominated, will require a currency conversion using a foreign exchange rate, which will be deducted from your account. The exchange rate will change from time to time and is available on our website <https://prepaidfinancialservices.com/en/exchange-rates>
- 3.12. The Available Balance on your Card and/or Account will not earn any interest.
- 3.13. The Payment Services are prepaid payment services and not a credit or bank product, you must therefore ensure that you have a sufficient Available Balance to pay for each purchase, payment that you make using the Payment Services (including value added tax and any other taxes, charges and fees that are applicable). If for any reason a Transaction is processed, and the Transaction amount exceeds the Available Balance, you must repay us the amount of such

excess immediately and we shall be entitled to stop any existing or subsequent Transactions from proceeding.

- 3.14. This Agreement does not give you any rights against the Systems and or Schemes, its affiliates or any third party.
- 3.15. Only persons over 18 years of age are entitled to register for the Payment Services.

#### **4. Service Limits & SEPA Transfer Payment (STP) (UK Only)**

- 4.1 Transactions may be restricted by Card or Account type, individual usage patterns and payment risk profiles. For anti-money laundering and anti-fraud reasons we reserve our rights to change particular payment restrictions (including from those published or included herein) without notice and to the extent required to meet our regulatory obligations.
- 4.2 Simplified Due Diligence may be restricted to domestic ATM access, along with reduced annual maximum load limits and capped annual withdrawal limits. These limits will be subject to Scheme and regulatory requirements.
- 4.3 When sending funds to your account with us, we recommend that senders use the SEPA transfer payment method to send funds to your individual account associated IBAN. If this is not an available option, you are responsible for checking all of the details and references when sending funds as we will not be responsible to do so or for any delays caused by this.
- 4.4 We cannot be held liable for the payment process or fees associated with bank(s) and or intermediary bank(s) to process payments from you to us. Any fee(s) charged to us, not limited to receiving, processing or crediting a payment for you will be deducted by us before crediting the remaining balance to you.
- 4.5 You are responsible for checking and confirming payment details and fees before making a payment to us.
- 4.6 PFS will credit payments received to your account at least once a day and before the end of the Business Day. Payments received after the cut off period will be processed the next Business Day and you will hold PFS free and clear from any responsibility in this regard.
- 4.7 E-Wallets accounts that are allocated to corporate clients are subject to KYB approval. Funds will be received and automatically credited to the E-Wallet corporate account.
- 4.8 PFS reserve the right to suspend the E-Wallet service for misuse.
- 4.9 Corporate clients will be responsible for sending PFS evidence of source of funds in order for us to meet our regulatory requirements.
- 4.10 Where so enabled you may change your PIN at select ATM's subject to a Fee.
- 4.11 Where enabled, you may be eligible to instruct companies to create regular Direct Debits from your UK issued and registered Account. You will be responsible for ensuring that the correct details are provided in order for the STP to be created for you. You must ensure at all times that you have a sufficient balance on your account to allow for the funds to be debited

from your account. You are responsible for checking the terms and conditions that have been provided to you by the STP originator. PFS and/or **Nottinghamshire County Council Direct Payments Team**, reserve(s) the right to decline or terminate any STP instruction(s) that you have requested.

- 4.12 You may incur a charge for unpaid STPs if there are not enough funds in your account to pay an incoming STP request
- 4.13 You accept responsibility for cancelling any STP on your Account with the originator directly. PFS and **Nottinghamshire County Council Direct Payments Team**, will not be able to do this on your behalf and cannot accept liability for any losses due to late or non-cancellation

## **5. Use of the Services**

- 5.1. You may access your account information by logging into your account through our website. From here you will be able to view details on your Transactions, including dates, currencies, charges or exchange rates applied. This information is accessible at any time and can be stored and reproduced as necessary.
- 5.2. You can use the Payment Services up to the amount of the Available Balance for Transactions at Merchants of the relevant System up to the amount of the balance. If the Available Balance is insufficient to pay for a Transaction, some Merchants will not permit you to combine use of a Card or Account with other payment methods.
- 5.3. The value of each Transaction and the amount of any fees or charges payable by you under this Agreement will be deducted from the Available Balance.
- 5.4. Once a Transaction is authorised, it may not be withdrawn (or revoked) by you after the time it is received by us. A transaction will be deemed to have been received by us at the time you authorise the transaction as follows:
  - i. for purchases and ATM transactions, at the time we receive the transaction instruction from the merchant acquirer or ATM operator, and
  - ii. for other transactions which are communicated directly to us, at the time you ask us to complete the transaction
- 5.5. Where a revocation of an authorised payment is agreed between us and you, we may charge a fee for revocation.
- 5.6. Within the EEA we will ensure transfer of the payment to the payment service provider of the Merchant within three Business Days. If the payment service provider of the Merchant is located outside the EEA, we will effect payment as soon as possible.
- 5.7. In order to protect you and us from fraud, Merchants will seek electronic authorisation before processing any Transaction. If a Merchant is unable to get an electronic authorisation, they may not be able to authorise your Transaction.
- 5.8. We may refuse to authorise any use of the Payment Services which could breach these terms and conditions or if we have reasonable grounds for suspecting that you or a third party have committed or are planning to commit fraud or any other illegal or un-permitted use of the Payment Services.
- 5.9. Your ability to use or access the Payment Services may occasionally be interrupted, for example if we need to carry out maintenance on our Schemes. Please contact Customer Services via our website to notify us of any problems you are experiencing using your Card or Account and we will endeavour to resolve any problem.

- 5.10. Where applicable, you may apply to us for up to 3 Secondary Cards, for use by Additional Cardholders on your account. Additional Cardholders for whom you are legally responsible must be 13 years of age or older. All other Additional Cardholders must be 18 years of age or older. It is a condition of any registration for a Secondary Card that you, as the Customer, acknowledge that we accept no responsibility or liability of any kind whatsoever for use of any Secondary Card by any Additional Cardholder for Transactions not authorised by you. If you successfully register, we will send you a Secondary Card, for which we will charge an Additional Card Fee. Upon receipt of the Secondary Card, you may give the Secondary Card to the Additional Cardholder for their use, subject to:
- i. you providing them with a copy of these terms and conditions (which will then bind use by both of you);
  - ii. the Secondary Card must only be used by that person;
  - iii. you retaining the Primary Card;
  - iv. you informing the Additional Cardholder that you have retained the Primary Card and that you are still able to use the Account;
  - v. us obtaining such further information and documentation in order to enable us to comply with all applicable KYC and anti-money laundering requirements.
- 5.11. You will remain responsible for the use of the Payment Services, and for any fees and charges incurred by the Additional Cardholder(s), and you will continue to be regarded as the holder of any funds already or subsequently loaded on the Account. The use of a Card in relation to which an Additional Cardholder has been registered will be regarded as confirmation that you have provided the Additional Cardholder with these Terms and Conditions.

**This section (6) only applies to cardholders who use third party providers, PISP or AISP, in accordance with PSD2**

## **6. Access by Third Party Providers**

- 6.1. You may consent to regulated third party providers (PISPs or AISPs) accessing your account online to make payments or obtain information about balances or transactions on your card and/or account.
- 6.2. The PISPs and/or AISPs must be appropriately registered and authorised in accordance with PSD2. You should check with the regulatory authority of the relevant country before giving consent.
- 6.3. Any consent you give to a third-party provider is an agreement between you and it, we will have no liability for any loss whatsoever, as a result of any such agreement.
- 6.4. Before giving consent, you should satisfy yourself as to what degree of access you are consenting to, how it will be used and who it may be passed on to.
- 6.5. You should make yourself aware of any rights to withdraw the consent of access from the third party and what process they have in place to remove access.
- 6.6. To the extent permitted by law or regulation and subject to any right to refund you may have under this Agreement, between you and us, we are not responsible for any actions that the relevant third party takes in relation to suspending or terminating your use of their service or for any resulting losses. We are also not responsible for, or a party to, any agreement that you enter into with any relevant third party. You should make sure that you



read and comply with such agreement or other applicable policies and note that this Agreement will continue to apply including any services and our fees as stated.

- 6.7. Where appropriate, we may deny access to your account, for any third party where we consider it to be a risk of money laundering or terrorism financing, fraud or other criminal activity. Should we need to take these actions and where possible, we will give reasons for doing so unless restricted by law or for internal security reasons.

## **7. Condition of Use at Certain Merchants**

- 7.1. In some circumstances we or Merchants may require you to have an Available Balance in excess of the Transaction amount. For example, at restaurants you may be required to have 15% more on your Card than the value of the bill to allow for any gratuity or service charge added by the restaurant or you.
- 7.2. In some circumstances Merchants may require verification that your Available Balance will cover the Transaction amount and initiate a hold on your Available Balance in that amount, examples include rental cars. In the event a Merchant places a pre-authorisation on your Account, you will not have access to these funds until the Transaction is completed or released by the Merchant which may take up to 30 days.
- 7.3. If you use your Card at an automated fuelling station, subject to Merchant acceptance, your Card may need to be pre-authorised for a pre-determined amount in the relevant currency. If you do not use the whole pre-authorisation or do not have Available Balance to obtain a pre-authorisation, it is possible that the pre-authorised amount will be held for up to 30 days before becoming available to you again.
- 7.4. Some Merchants may not accept payment using our Payment Services. It is your responsibility to check the policy with each Merchant. We accept no liability if a Merchant refuses to accept payment using our Payment Services.
- 7.5. In relation to any dispute between the you and a Merchant, provided you are able to satisfy us that you have already made all efforts to resolve the dispute with the relevant Merchant, we will attempt to assist you so far as is reasonably practicable. We may charge you a chargeback processing fee as referenced in the Fees & Limits Schedule provided to you, for any such assistance we may give you with any dispute. If there is an un-resolvable dispute with a Merchant in circumstances where the Card has been used for a Transaction, you will be liable for the Transaction and will have to resolve this directly with the relevant Merchant.

## **8. Managing & Protecting Your Account**

- 8.1. You are responsible for your Card, any Username, PIN number and Account passwords. Do not share your Card or Account security details with anyone.
- 8.2. You must keep your Account, PIN, Username and Password safe, and separate from your Card or any record of your Card number and not disclose it to anyone else. This includes:
  - i. memorising your PIN as soon as you receive it, and destroying the post mail or other authorised communication used to transmit it to you;
  - ii. never writing your PIN on your Card or on anything you usually keep with your Card;
  - iii. keeping your PIN secret at all times, including by not using your PIN if anyone else is watching;

iv. not disclosing your PIN to any person.

8.3. The user of the Card(s) must sign the signature strip on any Personalised Card immediately when received.

If you forget your PIN, you should call one of the below IVR numbers:

- 0203 327 1991
- 0203 468 4112
- 0207 183 2248

8.4. The Payment Services may only be used by you.

8.5. You must not give the Card to any other person or allow any other person to use the Payment Services. You must keep the Card in a safe place.

8.6. Failure to comply with clause 8.2 may affect your ability to claim any losses in the event that we can show that you have intentionally failed to keep the information safe or you have acted fraudulently, with undue delay or with gross negligence. In all other circumstances your maximum liability shall be as set out below at clause 15.

8.7. If you believe that someone else knows your Account or Card security details, you should contact us immediately.

8.8. Once your Card or your Account has expired or if it is found after you have reported it as lost or stolen you must destroy your Card by cutting it in two, through the magnetic strip.

## **9. Identity Verification**

9.1. If you enter into Transactions over the internet, some websites require you to enter your name and address. In such cases you should supply the most recent address which has been registered with us by you as the Account address. The Account address is also the address to which we will send any correspondence.

9.2. You must notify us within 7 days of any change in the Account address or your other contact details. You can notify us by contacting Customer Services who may require you to confirm such notification in writing. You will be liable for any loss that directly results from any failure to notify us of such a change as a result of undue delay, your gross negligence or fraud. We will need to verify your new Account address and shall request the relevant proofs from you.

9.3. We reserve the right at any time to satisfy ourselves as to your identity and home address (for example, by requesting relevant original documents) including for the purposes of preventing fraud and/or money laundering. In addition, at the time of your application or at any time in the future, in connection with your Account, you authorise us to perform electronic identity verification checks directly or using relevant third parties.

9.4. Cards are issued in accordance with regulatory limits and conditions. Full card limits are usage for cards can be found on our website.

## **10. Cancelling Services**

10.1. If you wish to cancel your prepaid card or no longer wish to use it then contact Nottinghamshire County Council's Customer Service Centre at [enquiries@nottscc.gov.uk](mailto:enquiries@nottscc.gov.uk) . You will be notified by us when your account has been closed..

- 10.2. If you are no longer in receipt of a Direct Payment, it will be your responsibility to destroy the Card(s) that were provided to you under the Payment Services.
- 10.3. If, following reimbursement of your Available Balance, any further Transactions are found to have been made or charges or fees incurred using the Card(s) or we receive a reversal of any prior funding transaction, we will notify you of the amount and you must immediately repay to us such amount on demand as a debt.

## **11. Right to Cancel ("Cooling-Off")**

You have a right to withdraw from this Agreement under the following conditions:

- 11.1. where you purchased the Payment Services then you have a "Cooling Off" period of 14 days beginning on the date of the successful registration of your Account, to withdraw from this Agreement and cancel the Payment Services, without any penalty but subject to deduction of any reasonable costs incurred by us in the performance of any part of the provision of services before you cancel. You must contact us within this 14-day period and inform us that you wish to withdraw from this Agreement and you must not use the Payment Services. We will then cancel the Payment Services and reimburse the amount of Available Balance on the Account to you. However, we reserve the right to hold Available Balance for up to 30 business days from receipt of your instructions before returning the balance, to ensure that details of all transactions have been received.
- 11.2. After the Cooling Off period you may only cancel the Payment Services as described in clause 10 Above.

## **12. Expiry & Redemption**

- 12.1. Your Card has an expiry date printed on it. The funds on your Account will no longer be usable following the expiry date of the most recent Card that was issued under the Account ("Expiry Date").
- 12.2. The Payment Services and this Agreement shall terminate on the Expiry Date unless you request or are issued with a replacement Card prior to the Expiry Date in accordance with clause 13.4 or unless we otherwise agree to continue providing Payment Services to you following the Expiry Date.
- 12.3. You may not use your expired Card after the Expiry Date.
- 12.4. If a Card expires before your Available Balance is exhausted, you can contact Customer Services to request a replacement Card, provided you do so 14 days before the Expiry Date and subject to payment of a fee (where specified).
- 12.5. Notwithstanding any Expiry Date your funds are available for redemption by contacting us at any time before the end of the 6 years Limitation Period. After the 6 years Limitation Period your funds will no longer be redeemable to you.
- 12.6. Provided that your request for redemption is made less than 12 months following the Expiry Date redemption will not incur any Late Redemption Fee. In the event that you make a request for redemption more than 12 months after the Expiry Date and before termination of the contract an Account Closure Fee may be charged (where specified).
- 12.7. We reserve the right to issue you with a replacement for an expired Card even if you have not requested one. If you have not requested a replacement Card, you will not be charged a Card Replacement Fee.

- 12.8. We shall have the absolute right to set-off, transfer, or apply sums held in the Account(s) or Cards in or towards satisfaction of all or any liabilities and fees owed to us that have not been paid or satisfied when due.
- 12.9. We shall have the absolute right to close your account and submit a chargeback claim if your account is in negative standing for more than 60 days. If our chargeback is successful, funds may only be used to credit your card or account and your account will remain closed.

### **13. Termination or Suspension of Your Account**

- 13.1. We may terminate your use of the Payment Services with prior notice of at least 2 months.
- 13.2. Your use of the Payment Services will be terminated following the Expiry Date in accordance with clause 12.2
- 13.3. We may terminate or suspend, for such period as may reasonably be required, your use of the Payment Services at any time, without prior notice:
  - i. in the event of any fault or failure in the data information processing system;
  - ii. if we reasonably believe that you have used or are likely to use the Payment Services, or allow them to be used, in breach of this Agreement or to commit an offence;
  - iii. if any Available Balance may be at risk of fraud or misuse;
  - iv. if we suspect that you have provided false or misleading information;
  - v. By order or recommendation of the police or any relevant governmental or regulatory authority.
- 13.4. If any Transactions are found to have been made using your Card after any action has been taken by us under clause 13.1, you must immediately repay such amounts to us.

### **14. Loss or Theft of your Card**

- 14.1. You are responsible for protecting your funds as if they were cash.
- 14.2. You should treat your funds like cash in your wallet and look after it accordingly. If you lose your card or it is stolen you may not be able to recover the funds on your account in just the same way as you would usually not be able to recover cash which you lose, or which is stolen from you.
- 14.3. If your Card is lost or stolen or if you think someone is using the Payment Services without your permission or if your Card is damaged or malfunctions:
  - i. you must contact us as soon as possible and you must provide us with your Account or Card number and either your Username and Password or some other identifying details acceptable to us so that we can be sure we are speaking to you; and
  - ii. Provided we have obtained your consent to close the Account, we will then provide you with a replacement Card with a corresponding new Account loaded with an amount equivalent to your last Available Balance.
- 14.4. You will be liable up to a maximum of the first €50/£35 of losses arising from any unauthorised Transactions that take place prior to your notifying us of the loss or theft. If our investigations show that any disputed transaction was authorised by you, or you have acted fraudulently or with gross negligence (for example by failing to keep your Prepaid Card or PIN secure), we may reverse any refund made and you may be liable for any loss we suffer because of the use of the Prepaid Card. You will not be held liable for any losses once you have notified us of loss or theft within 13 months of the date of the transaction or unless we

reasonably determine that you have acted in accordance with clause 15.1.ii. - in which case you shall be liable for all losses.

- 14.5. Once we have been notified of any loss or theft, we will suspend the Payment Services as soon as we are able, to limit any further losses. We can only take steps to prevent unauthorised use of the Payment Services if you can provide us with the Account or Card number and Username and Password or if you can produce sufficient details to identify yourself and the relevant Account.
- 14.6. Replacement Cards will be posted to the most recent Account address registered by the Cardholder. Failure to provide the correct address will result in a Card Replacement Fee.
- 14.7. If you subsequently find or retrieve a Card that you have reported lost or stolen, you must immediately destroy the found Card by cutting it in half through the magnetic stripe and chip.
- 14.8. You agree to help us, our agents, regulatory authorities and the police if your Card is lost, stolen or if we suspect that the Payment Services are being misused.

## **15. Our Liability**

15.1. Subject to clause 15.4;

- i. neither party shall be liable to the other for indirect or consequential loss or damage (including without limitation loss of business, profits or revenues), incurred in connection with this Agreement, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
- ii. we shall not be liable:
  1. if you are unable to use the Payment Services as set out or for any reason stated in clauses 4 and 10;
  2. for any fault or failure beyond our reasonable control relating to the use of the Payment Services, including but not limited to, a lack of Available Balance or fault in or failure of data processing Schemes;
  3. for any loss, fault or failure relating to the use of a Third-Party Provider as stated in clause 6.3, 6.6 and 6.7 of this Agreement,
  4. if a Merchant refuses to accept a Transaction or fails to cancel an authorisation or pre-authorisation;
  5. for the goods or services that are purchased with your Card;
  6. for any loss, fraud or theft that is reported more than 8 weeks following the event;
  7. where you acted with:
    - 15.1.ii.7.1. undue delay
    - 15.1.ii.7.2. fraudulently; or
    - 15.1.ii.7.3. With gross negligence. (including where losses arise due to your failure to keep us notified of your correct personal details)

15.2. To the fullest extent permitted by relevant law, and subject to clause 14.4, our total liability under or arising from this Agreement shall be limited as follows:

- i. where your Card is faulty due to our default, our liability shall be limited to replacement of the Card or, at our choice, repayment to you of the Available Balance;
- ii. where sums are incorrectly deducted from your Available Balance due to our fault, our liability shall be limited to payment to you of an equivalent amount; and

- iii. In all other circumstances of our default, our liability will be limited to repayment of the amount of the Available Balance.
- 15.3. Nothing in this Agreement shall exclude or limit either Party's liability in respect of death or personal injury arising from that party's negligence or fraudulent misrepresentation.
- 15.4. No party shall be liable for, or be considered in breach of this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions which are beyond such Party's reasonable control and which such Party is unable to overcome by the exercise of reasonable diligence.

## **16. Refunds for Transactions**

- 16.1. A Transaction shall be considered to be unauthorised if you have not given your consent for the Transaction to be made. If you believe that a Transaction has been made without your consent you should contact us in accordance with clause 2.
- 16.2. A claim for a refund of an authorised Transaction, where the authorisation did not specify an exact amount of payment transaction, and the amount of the Transaction exceeded the amount that you reasonably could have expected taking into account your previous spending pattern, this Agreement and the circumstances of the case, must be made within 8 weeks from the date on which the funds were deducted from your Available Balance. Within 10 Business Days of receiving your claim for a refund or within 10 Business Days of receiving further information from you, we will either refund the full amount of the Transaction or provide you with justification for refusing the refund.
- 16.3. If you are not satisfied with the justification provided for refusing the refund or with the outcome of your claim for a refund, you may submit a complaint to us or contact the complaints authority as described in clause 17.
- 16.4. If at any time we have incorrectly deducted money from your Available Balance, we shall refund the amount to you. If we subsequently establish that the refunded amount had been correctly deducted, we may deduct it from your Available Balance and may charge you a fee. If you do not have sufficient Available Balance, you must repay us the amount immediately on demand.
- 16.5. Where any request, transaction, disputed transaction, arbitration or reversed transaction involves third party costs, you remain liable for these and they will be deducted from your account or otherwise charged to you.

## **17. Dispute Resolution**

- 17.1. We are committed to providing an excellent customer experience for all our Customers. If we do not meet your expectations in any way, we want to have the opportunity to put things right.
- 17.2. In the first instance, your initial communication will be with our Customer Services Team who can be contacted by Email to [nottinghamshire@prepaidfinancialservices.com](mailto:nottinghamshire@prepaidfinancialservices.com) . Our Customer Services Team will listen to your needs and will do their best to solve your issue promptly and fairly. We value the opportunity to review the way we do business and help us meet our customers' expectations.
- 17.3. If having received a response from our Customer Services Team you are unhappy with the outcome, please contact the Complaints Team of Prepaid Financial Services Ltd, 5th Floor,

Langham House, 302-308 Regent Street, London, W1B 3AT in writing via email on [complaints@prepaidfinancialservices.com](mailto:complaints@prepaidfinancialservices.com).

- 17.4. Once received, the Complaints Team will conduct an investigation and you will receive a response of its findings within 15 days of receipt of the complaint. In exceptional circumstances where we are unable to reply within the first 15 days, we will reply providing a reason for the delay and deadline for response, not more than 35 days after first receipt of complaint.
- 17.5. If the Complaints Team is unable to resolve your complaint and you wish to escalate your complaint further, please contact the Financial Ombudsman Service at South Key Plaza, 183 Marsh Wall, London, E14 9SR. Details of the service offered by the Financial Ombudsman Service are available at <http://www.financialombudsman.org.uk/consumer/complaints.htm> or alternatively you can lodge your complaint in your country of domicile with the Online Dispute Resolution process at <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.show&lng=EN>
- 17.6. You must provide us with all receipts and information that are relevant to your claim.

## **18. Personal Data**

- 18.1. We are the data controller for your personal data and we will comply with our obligations under data protection legislation in relation to the personal data we hold in connection with your Account, in order to provide you with services relating to the Account and this Agreement.
- 18.2. We may check your personal data with other organisations, and obtain further information about you in order to verify your identity and comply with applicable money laundering and governmental regulations. A record of our enquiries will be left on your file. In accordance with applicable legislation, we may provide personal data supplied by you, to certain named third parties (including data processors) for the purpose of performing our obligations and exercising our rights under this Agreement, including third parties located outside the European Union where different data protection standards may apply. We may also disclose your personal data as required by law or any competent authority.
- 18.3. By agreeing to these terms and conditions, you acknowledge and agree to our processing of your personal data in this way.
- 18.4. You also agree to our [Privacy Policy](#) and acknowledge and agree to the provisions thereof (as amended from time to time).
- 18.5. You have the right to receive certain information concerning the personal data we hold about you and to rectify such data where it is inaccurate or incomplete.
- 18.6. If you have elected to opt in to receive email and SMS marketing, we may share your information with third parties, so they can contact you directly by telephone or email about their products and services. Consent for this purpose will be required at the opt in stage. You are entitled to opt out at any stage by contacting Customer Services Team [nottinghamshire@prepaidfinancialservices.com](mailto:nottinghamshire@prepaidfinancialservices.com)

## **19. Changes to the Terms and Conditions**

We may update or amend these terms and conditions (including our Fees & Limits Schedule). Notice of any changes will be given on our website, or by e-mail notification, or by SMS at least 2 months in advance. By continuing to use the Payment Services after the expiry of the 2-month notice period you acknowledge that you indicate your acceptance to be bound by the

updated or amended terms and conditions. If you do not wish to be bound by them, you should stop using the Payment Services immediately in accordance with our cancellation clause (see clause 10).

## **20. Miscellaneous**

- 20.1. We may assign our rights, interest or obligations under this Agreement to any third party (including by way of merger, consolidation or the acquisition of all or substantially all of our business and assets relating to the Agreement) upon 2 month's written notice. This will not adversely affect your rights or obligations under this Agreement.
- 20.2. We do not intend that any of the terms of this Agreement will be enforceable by a person not a party to it, except that Schemes and their affiliates may enforce any right granted to it under this Agreement.
- 20.3. Any waiver or concession we may allow you, will not affect our strict rights and your obligations under this Agreement.
- 20.4. You agree that you will not use the Payment Services in an illegal manner and you agree to indemnify us against any claim or proceeding brought about by such illegal use of the Payment Services.
- 20.5. This Agreement and the documents referred to in it, constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this Agreement.

## **21. Funds Protection**

All your funds are segregated from our funds, so your funds are safeguarded by law. In the event that we became insolvent your e-money funds are protected against claims made by any of our creditors.

## **22. Regulation & Law**

- 22.1. The Payment Services, Card and Account are payment products and not deposit, credit or banking products, as such they are not covered by the Financial Services Compensation Scheme.
- 22.2. This Agreement and any dispute or claim in relation to this Agreement shall be governed by the laws of England & Wales. However, if you reside outside of England and Wales you may bring an action in your country of domicile.

## **23. Fee and Limits Schedule**

PFS will not charge any fee to Nottinghamshire County Council Direct Payments cardholders.