

National Book Tokens Gift Card Terms and Conditions

1. Introduction

Please read the following information carefully as it sets out the terms and conditions applicable to the Gift Card.

2. Definitions

The following definitions will apply to these terms and conditions.

Balance means the amount of money held on the Gift Card and available for You to spend from time to time.

Bank means The Co-operative Bank plc, a company incorporated in England (No. 990937) with its registered office at 1 Balloon Street, Manchester, M60 4EP, authorised and regulated by the Financial Services Authority (FSA registration number 121885), and any person to whom its rights and obligations may be assigned or transferred.

Book Tokens means Book Tokens Limited, a company incorporated in England (No. 379411) with its registered office at 6 Bell Yard, London, WC2A 2JR (**BT**)

Cardholder means the person in lawful possession of the Gift Card.

Gift Card means Your National Book Tokens Gift Card issued by the Bank.

Group means Co-operative Financial Services Limited (Industrial and Provident Society No. IP 29379R) and its subsidiary undertakings from time to time as such term is defined in the Companies Act 2006 and "member of the Group" shall be interpreted accordingly.

Participating Bookshops means a bookshop (or other outlet) located within the UK which has entered into an agreement with Book Tokens Limited relating to the supply and sale of Gift Cards.

Purchase means the purchase of books or maps from a Participating Bookshop, online via the Book Tokens website (www.nationalbooktokens.co.uk) or via the telephone.

We, Us, Our means the Bank

You, Your means the Cardholder.

3. Your Gift Card

3.1 Your Gift Card is the property of the Bank and You must return it to Us or destroy it if We ask You to do so.

3.2 Your Gift Card is not a credit card or charge card and You must not use it to attempt to obtain credit. Your Gift Card is not connected in any way to a bank account.

3.3 Money must be loaded onto Your Gift Card before You can use it to make a Purchase. You can use Your Gift Card to pay for a Purchase in full or in part. You can only use the Gift Card to make Purchases and You cannot use the Gift Card to pay for any other transactions at a Participating Bookshop.

3.4 The minimum amount that You can load on Your Gift Card at any one time is £1. You may top up Your Gift Card as long as the Balance does not exceed £250 and the maximum cumulative amount that has been loaded onto Your Gift Card does not exceed £2000.

3.5 For the avoidance of doubt, the Balance does not accrue interest.

4. Using Your Gift Card

4.1 Subject to the maximum amount referred to in clause 3.4 above, additional money can be loaded onto Your Gift Card at any Participating Bookshop. Loaded money will normally be available for You to spend instantly.

4.2 The value of any Purchase will be deducted from Your Balance as soon as the Purchase has been made.

4.3 Valid cards can be used as full or part payment to purchase books or maps of Your choice from Participating Bookshops.

4.4 You cannot use Your Gift Card to spend more than the amount of Your Balance. If the value of Your Purchase exceeds the Balance on Your Gift Card You may use an additional tender type to complete the transaction.

4.5 If the value of the Purchase is less than the value on the Gift Card, the Balance will remain on the Gift Card for future Purchases. Change will not be given.

4.6 A Purchase or top up may not be executed if We or Book Tokens consider that Your Gift Card has been or is likely to be misused, or for fraud prevention. If this happens please telephone Book Tokens on 0207 421 4640 for the reasons for the refusal to be obtained and what action You may take to correct this.

4.7 The Gift Card should be treated like cash in a wallet. If Your Gift Card is lost or stolen you may lose any money stored on it. Please look after the Gift Card just like cash.

4.8 The Gift Card is for personal use only and may not be acquired for resale.

4.9 Subject to the right of redemption in clause 6, Gift Cards are non-refundable and may not be exchanged for cash in Participating Bookshops.

4.10 If You do not use Your Gift Card for 24 consecutive months ("use" includes making a balance enquiry), Your Gift Card will expire, this agreement will terminate and You will not be able to use the Gift Card.

5. Fees

Redemption fee:

Up to 2 years after You last use Your Gift Card	£4
2 to 3 years after You last use your Gift Card	No fee
3 to 8 years after You last use Your Gift Card	£9
Delivery fee (online and telephone sales)	Advised at time of purchase

6. Redemption

6.1 At any time until six years after termination of this agreement, You may request to redeem the Balance, or part of the Balance, held on the Gift Card.

6.2 If You have asked Us to redeem the full Balance, You must not use or attempt to use the Gift Card.

6.3 Upon full or partial redemption of Your Balance, You will be charged a Redemption Fee as set out in clause 5 above (unless the redemption takes place within one year following the termination of this agreement). The Redemption Fee will be deducted from the money transferred into Your account or provided to You by cheque in accordance with clause 6.6.

6.4 You must contact Us in order to redeem the Balance. You can do this by contacting The Co-operative Bank Business Support Centre on telephone number 0207 977 2429. Please do not contact Book Tokens Limited as they will be unable to help You and will ask You to contact Us on the number above.

6.5 You will be asked to send the Gift Card together with a copy of Your personal identification and bank account details (bank and branch sort code and account name and number) to the Bank's Business Support team at:-

The Co-operative Bank plc

Business Support

4th Floor

9,Prescot Street

London

E1 8DA

6.6 We will, subject to the satisfactory completion of the required anti-money laundering, fraud and identification checks, either (a) transfer the money into an account in Your name as nominated by You or (b) send You a cheque. If We are unable to carry out the redemption process and unless prohibited by law, We will notify You in writing.

7. Right to Cancel

7.1 If You purchased the Gift Card via the Book Tokens website (www.nationalbooktokens.co.uk) or on the telephone, You have a statutory right to cancel the agreement under the Financial Services (Distance Marketing) Regulations 2004 within 14 days of purchase.

7.2 If you wish to cancel, You must contact Book Tokens on telephone number 020 7421 4640

7.3 You will not be entitled to a refund of money You have already spent on authorised or pending transactions before the agreement is cancelled.

7.4 You will be asked to send the Gift Card together with a copy of Your personal identification and bank account details (bank and branch sort code and account name and number) to: Book Tokens Ltd, 6 Bell Yard, London, WC2A 2JR

7.5 If Your cancellation request is approved your Gift Card will be blocked, You must not attempt to use it once it is blocked.

7.6 If You cancel the agreement in accordance with clause 7.1, once all transactions and fees have been deducted, We will arrange for the Balance on Your Gift Card at the date of cancellation to be refunded to You using the method set out in clause 6.6 above.

8. Disputes and Complaints

8.1 If You have any dispute about the goods You have purchased from a Participating Bookshop, You should contact the Participating Bookshop directly. The Bank is in no way responsible for the goods purchased.

8.2 If You are not satisfied with any aspect of the Gift Card, please contact The Co-operative Bank Business Support Centre on telephone number 0207 977 2388. A summary of Our complaint handling procedure is available on request. If You remain unsatisfied with Our final response, You may refer Your complaint to the Financial Ombudsman Service by writing to them at, South Quay Plaza, 183 Marsh Wall, London, E14 9SR or by calling them on telephone 0845 080 1800.

8.3 Any disputes in relation to these terms and conditions shall be dealt with by any court in the UK which is able to hear the case.

9. Changes to Terms and Conditions

9.1 The Bank or Book Tokens may change these terms and conditions (including the fees) at any time and We will inform You of any change at the earliest opportunity after the change has been made by one or more of the following ways: (a) by a message on the website (www.nationalbooktokens.co.uk) or (b) by notice in Participating Bookshops or (c) by advertisement in a national newspaper.

9.2 We may change these terms and conditions at any time for any of the following reasons:

- (a) to make these terms and conditions easier to understand or fairer to You

(b) to correct mistakes, ambiguities, inaccuracies or omissions where it is reasonable to do so or as a result of customer feedback

(c) to make improvements to the services We provide which are of benefit to You

(d) to reflect changes in security design or technology at no increased cost to You

(e) to respond to changes in the law, codes of practice, industry wide fraud prevention practices, court or ombudsman decisions or new regulatory requirements or practice

(f) to respond to changes in the general retail lending practices of banks and other organisations offering similar services including the terms on which they offer similar products

(g) to take account of any change in Our ownership or to reflect a reorganisation of Our business as a result of it being acquired or merging with another bank or organisation to make sure that Our customers and the customers of the other organisation are treated in a similar way if they have a similar product

(h) if We reasonably believe the change is necessary in the interests of Our business as a whole, for example to protect Our financial strength.

9.3 In addition to the reasons listed above We can make changes to the fees applicable to the Gift Card for the following additional reasons:

(a) to respond to reasonable cost increases or reductions associated with providing the particular services to You

(b) to respond to changes made in the charges applied by Our competitors in the retail financial services market offering similar services to customers with similar products.

10. General

10.1 This agreement will continue indefinitely unless it is terminated by You or Us or it terminates in accordance with clause 4.10 above. Upon termination, the terms and conditions that are capable of continuing to apply will do so. You may also terminate this agreement at any time by redeeming the outstanding Balance, subject to clause 6.

10.2 It is Our aim to ensure a complete service at all times, but We will not be responsible when failure is caused by abnormal and unforeseeable circumstances beyond Our or Book Tokens (or Our or Book Tokens agents' and/or subcontractors') control, the consequences of which would have been unavoidable despite Our efforts to the contrary.

10.3 The Financial Services Compensation Scheme does not apply to the Gift Card or the e-money associated with the Gift Card. This means that in the unlikely event that the Bank becomes insolvent, the Gift Card will become valueless and unusable and You may lose any money loaded on Your Gift Card. There is no other compensation scheme applicable to Your Gift Card.

10.4 We cannot guarantee that a Participating Bookshop will accept You Gift Card and We will not be liable for any direct or indirect loss or damage You may suffer in the event that a Participating Bookshop refuses to accept the Gift Card.

10.5 This agreement and all of Our dealings with You before and after its establishment will be in the English language and will be governed by English law.

10.6 We may transfer to any other person any or all of Our rights under this agreement. We may do this without telling You but Your legal rights will not change as a result of such a transfer.

10.7 Each of these clauses is separate from all other clauses, so that if one clause is found to be void or otherwise unenforceable it will not affect the validity of any of the others.

10.8 If We do not enforce any of the rights We have under this agreement, or if We delay in enforcing them, that does not prevent Us from taking any action to enforce Our rights in the future.

10.9 It is possible that other taxes or costs may exist in relation to the Gift Card that are not imposed by Us.

10.10 A person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

11. Using and sharing Your information

Your information may be held by Us in any form and on any Group database and used by Us and the Group for the purposes set out below.

We and the Group may use, analyse and access Your information to maintain and develop Our services.

This may include the following purposes:

- to consider and implement business, product and technology developments
- to undertake statistical analysis, financial risk assessment, money laundering checks (which may include telephoning You), compliance and regulatory reporting and fraud prevention
- meeting any obligations We may have under the card scheme Your Card is issued under

We will disclose information outside the Group only:

- where You have provided Your agreement
- to Our agents or subcontractors for operational reasons
- to fraud prevention and other agencies to help prevent crime or where We suspect fraud

- if compelled to do so by law
- for the purpose of compliance and regulatory reporting and to confirm Your identity for money laundering purposes, which may include checking the electoral register
- to any person to whom We will or intend to transfer Our rights or obligations

You agree that Your information may be transmitted to, from and/or through any country as a result of use and redemption of Your Gift Card irrespective of the levels of data protection provided in any particular country and at Your own risk. If We transfer Your information to an agent or subcontractor who provides a service to Us in another country outside the European Economic Area We will ensure they agree to treat Your information with the same level of protection as Us.

If You write to Us and pay a fee You have a right of access to Your information held by Us. Write to Us at Subject Access Request Team, The Co-operative Bank, P.O. Box 101, 1 Balloon Street, Manchester, M60 4EP.

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

Law enforcement agencies may access and use this information.

We may record and/or monitor telephone calls for security and training purposes.