

The Restaurant Choice Gift Card Cardholder Agreement (T&Cs)  
(Version Date June 2018)

This Card is issued and managed by EML Payments Europe Limited for Choice Card Limited.

In these conditions **'you'** are the Card purchaser or user.

**'We'** are EML Payments Europe Limited, incorporated in England and Wales with company number 05852181 with registered office and correspondence address at Latham House 6th Floor, 33/34 Paradise Street, Birmingham, B1 2AJ.

The **'Distributor'** is Choice Card Limited incorporated in England and Wales with company number 07289392 with our registered office at Westside, London Road, Hemel Hempstead, HP3 9TD.

1. Agreement

- 1.1. By purchasing and/or using the Card, you agree to be bound by these T&Cs. If you purchased the Card for someone else then you must advise the ultimate cardholder that these T&Cs are available online at [restaurantchoice.co.uk](http://restaurantchoice.co.uk). The Card remains our property. You should retain the original receipt or record of purchase of the Card and the Card number as it may be required to provide you with customer services or to assist with respect to errors or if your Card is lost or stolen.
- 1.2. We reserve the right to change these T&Cs at any time. The most-up-to-date and applicable version of these T&Cs can be viewed at [restaurantchoice.co.uk](http://restaurantchoice.co.uk).

2. The Card

- 2.1. The Card is a non-reloadable prepaid gift card that is activated once purchased.
- 2.2. The Card is not a credit card and is not linked to a deposit account.
- 2.3. The Card is valid for twelve (12) months from the date of activation and cannot be used after expiry. At expiry, the remaining available balance will be forfeited. We will not give you any notice before this happens.

3. Using the Card

- 3.1. The Card can only be used for purchasing goods and services in retailers participating in the Restaurant Choice programme with which we have commercial agreements requiring acceptance of the Card. These retailers are listed at [www.restaurantchoice.co.uk](http://www.restaurantchoice.co.uk) ('Restaurant'), this list of Restaurants is subject to change.
- 3.2. The Card can be used for purchases in Restaurants for part or full payment of the bill.
- 3.3. The Card cannot be used to make purchases that exceed the available balance, in such case you need to pay the difference by another method if the Restaurant agrees.
- 3.4. If the Card value is not spent in full, any remaining funds will stay on the Card as long as the Card is valid or the remaining funds are used in full.
- 3.5. The Restaurant is responsible for the correct processing of the Card.
- 3.6. The Restaurant is responsible for providing the goods or services you purchase. For problems relating to your purchases from a Restaurant, you must deal directly with the Restaurant involved.

- 3.7. Authorisations may be declined at some Restaurants. We are not liable in any way when an authorisation is declined for any particular transaction except where the authorisation has been declined because of an act or omission on our part.
  - 3.8. Any refunds on Card transactions are subject to the policy of the specific Restaurant. If the Card expires or is revoked before you have spent any funds resulting from a refund (whether or not the original transaction being refunded was made using the Card) then you will have no access to those funds.
4. Restrictions on using the gift card:
    - 4.1. The Card cannot be used at ATM's or to obtain or redeem cash.
    - 4.2. The Card cannot be used for online purchases or over the counter at financial institutions and does not allow cash out.
    - 4.3. The Card cannot be used for making direct debit, recurring, or regular instalment payments or;
    - 4.4. The Card cannot be used for purchasing foreign currency.
5. Purchase & Activation
    - 5.1. The minimum balance that may be loaded to your Card is £5 and the maximum balance is £200, unless the Card has a fixed balance specified on the card face or packaging.
    - 5.2. The Card is activated at point of sale by the retailer and does not need to be activated by the Cardholder. The Card can be used for purchases immediately after activation.
    - 5.3. In the event that despite what is set forth in clause 5.2, a Card requires activation in a later stage, a Retailer can only activate the Card upon presentation of the original receipt or record of purchase.
    - 5.4. In certain situations, we or Distributor may need to view your identity documentation before issuing a Card(s) to you in order to comply with our obligations to identify our customer.
6. Returns & Cancellations
    - 6.1. If you purchased the Card online, and it has not yet been used, then you may cancel the purchase within 14 days of the date you receive the Card by contacting Gift Card Support on 0330 123 3471 or [info@therestaurantchoice.co.uk](mailto:info@therestaurantchoice.co.uk). Any available balance will be refunded to you.
    - 6.2. If the Card was purchased in-store, the refund policy of that store applies.
7. Lost or stolen

The Card is like cash and may not be replaced if misused, lost, stolen or damaged and no financial compensation scheme exists with respect to the Card. You are responsible for all transactions on the Card, except where there has been fraud or negligence by our staff or agents. If you notice any error relating to the Card or you lose your card then you should notify Gift Card Support immediately on 0330 123 3471.

## 8. Balance and validity of the Card

- 8.1. The Card is valid for twelve (12) months from the date of activation and cannot be used after expiry. At expiry, the remaining available balance will be forfeited. We will not give you any notice before this happens.
- 8.2. You are responsible for knowing your available balance. You can view your balance at [www.restaurantchoice.co.uk](http://www.restaurantchoice.co.uk) (free of charge) or obtain the balance by calling the dedicated balance enquiry line on 0121 260 2849 or Gift Card Support on 0330 123 3471. We reserve the right to correct the available balance of your Card if we believe a clerical or accounting error has occurred.

## 9. Card expiry

- 9.1. The Card is valid for twelve (12) months from the date of activation and cannot be used after expiry.
- 9.2. Within 3 months of card expiry, you can request for renewal of the Card by contacting Gift Card Support as detailed on the website. For renewals a renewal fee is due. Such renewal fee is detailed at the website as well. After the payment of the renewal fee is received, a new Card will be sent to you.
- 9.3. If your Card has expired for longer than 3 months, no renewal policy can be offered.
- 9.4. We may restrict or stop the use of the Card if suspicious activities are noticed or we do not receive funds from you in the full amount of the activated balance of the Card.
- 9.5. The Card program may be terminated. If as a consequence of such termination, your valid Card can no longer be used, you will be entitled to surrender and redeem your Card to the amount of the available balance at time of redemption by contacting Gift Card Support as detailed on the website.

## 10. Fees

- 10.1. There are no fees associated with using the Card unless you are permitted to receive a renewal Card and in such case the replacement Card fee will be advised at the time you request it.

## 11. Liability

- 11.1. We and the Distributor will have no liability for unauthorised access to, or use of your Card or for any delay or inability to use the Card or if we have suspended the use of the Card in accordance with these T&Cs.
- 11.2. We and the Distributor make no warranty or representation, whether express or implied with respect to the Card, purchases made with the Card including but not limited to any warranty regarding quality or fitness for a particular purpose, or whether the Card will always be accessible or accepted.
- 11.3. Nothing in this agreement limits our or the Distributor's liability where it cannot be limited or excluded at law.

12. Information and data collection

Information (which may include your personal information, if you have provided it to us or the Distributor) may be disclosed to third parties about the Card, or transactions made with the Card, where required by law, to operate the Card and process transactions, to prevent financial crime, to provide you with services you request and if necessary to notify you of any service changes.

Disclosure will also be made to countries outside the European Economic Area (“EEA”). We will take all steps reasonably necessary to ensure to treat your data securely and in accordance with our privacy policy, the Data Protection Act 1998 and the General Data Protection Regulation (GDPR).

Our privacy policy can be viewed at [emlpayments.com/privacy](http://emlpayments.com/privacy) and our Distributor’s privacy policy can be viewed at [restaurantchoice.co.uk/privacy-policy](http://restaurantchoice.co.uk/privacy-policy).

13. Governing law

The laws of England will apply to these T&Cs and the English courts shall have exclusive jurisdiction.