

## **Terms and Conditions of Use of the One4All Gift Card**

### **INTRODUCTION**

The One4All Gift Card is available in sterling (£) only. The Card is not a credit card or a charge card; nor is it a debit card linked to a current account. It is a prepaid card which means that money must be loaded onto the Card at the time of purchase. Once one Business Day has elapsed from the date of purchase, cardholders can use the Card to pay for purchases at Participating Retailers. The Card is issued by Bank of Ireland and is subject to these terms and conditions. Gift Voucher Shop will provide customer service and certain other administrative functions in respect of the Card.

Certain limits apply to the Card. A maximum value of £400 may be loaded onto the Card at the time of purchase; the minimum load value is £10. Only full £1 amounts (or multiples thereof) may be loaded onto the Card. Additional amounts may not be loaded onto the Card at any time. Interest will not be payable in respect of Card balances.

Once the Card has been in issue for 18 months, a monthly card fee of £0.90 (or the credit balance on the Card if lower) will be debited from the Card balance. For further details of this and other fees and charges that apply to the Card, please see Clause 5 of these terms and conditions.

### **ACKNOWLEDGEMENT**

**You acknowledge that by applying for a Card you understand and accept that (1) the Financial Services Compensation Scheme does not apply to the One4All Gift Card; and (2) in the event that Bank of Ireland (as issuer of the Card) becomes insolvent, the E-money on your Card (that is, any credit balance) may lose its value and become unusable and that you may therefore lose such E-money.**

### **1. DEFINITIONS**

**“Agreement”** means the agreement between you, us and GVS, which includes these terms and conditions.

**“Bank of Ireland”, “We”** (or “we”) or **“us”** means The Governor & Company of the Bank of Ireland whose head office is at 40 Mespil Road Dublin 4, Ireland and any business or other person to whom any or all of our rights and responsibilities under this Agreement may be transferred.

**“Business Day”** means any day from Monday to Friday excluding UK bank holidays.

**“Card”** means the One4All Gift Card, a prepaid card denominated in sterling, or any replacement card which we issue to you from time to time.

**“Card Purchase”** means any transaction whereby the Card is used as payment for goods and/or services at Participating Retailers.

**“Gift Voucher Shop”** or **“GVS”** means Gift Voucher Shop Limited, a company having its registered office at 4 The Merlin Centre, Acrewood Way, St. Albans, Herts, AL4 0JY, England.

**“Participating Retailer”** means a supplier of goods and/or services in the UK which has agreed to accept the Card as payment for goods and/or services.

**“You”** (or “you”) and **“Your”** (or “your”) means the person who purchased the Card or the person in possession of the Card from time to time who has been gifted the Card by the purchaser.

## **2. CARD**

2.1 The use of the Card is subject to the terms of this Agreement as may be varied by us from time to time. The current version of the terms and conditions is available at [www.one4allgiftcard.co.uk](http://www.one4allgiftcard.co.uk). Usage of the Card constitutes your acceptance of these terms and conditions.

2.2 The Card will not be personalised. The Card is transferable by delivery. We will assume, unless and until you tell us to the contrary, that the person who uses the Card at any time is the rightful user of the Card.

2.3 The Card will normally be available for use within one working day from the date of purchase; the Card may not be used in the intervening period.

2.4 Please record your Card number or retain the purchase receipt as proof of purchase; the Card number will be needed to redeem your Card balance or if your Card is lost or stolen (see Clauses 9 and 10 of these terms and conditions).

2.5 You may use the Card, in accordance with any instructions issued by us from time to time, until the Card balance reaches zero, at which point this Agreement will automatically terminate and your right to use the Card for Card Purchases will cease.

2.6 You may request repayment of any credit balance outstanding on the Card by calling GVS on 0870 0854141. A Redemption Fee may be applied in accordance with Clauses 5 and 9.

2.7 A monthly card fee of £0.90 (or the credit balance on the Card, if lower) will be charged after the Card has been in issue for 18 months. This fee will start to be applied from the following month and will continue until termination of this Agreement.

2.8 The Card belongs to us. It must be returned to us (cut in half vertically) immediately upon request. We or any person acting on our behalf (including GVS) may retain the Card at any time without notice to you.

2.9 The Card is an electronic money (“E-money”) product and, as such, the Financial Services Compensation Scheme does not apply. This means that in the unlikely event that Bank of Ireland becomes insolvent, any E-money on your Card (i.e. any credit balance) may lose its value and become unusable; you may therefore lose such E-money. Other than those set out in Clause 13 (Complaints), there are no other compensation schemes available to you in the event that Bank of Ireland is unable to satisfy any claims relating to the Card.

## **3. PROTECTING YOUR CARD**

You must:

- (a) treat the Card as if it were cash;
- (b) take all reasonable care and precaution in the custody of the Card and ensure that the Card is not lost, mislaid or stolen;
- (c) keep your transaction receipts safe and dispose of them carefully; and
- (d) never give your Card number or any other Card information to anyone unless you know who they are and why they need them.

#### **4. USING YOUR CARD**

4.1 The Card may only be used in Participating Retailers. The list of Participating Retailers is available online at [www.one4allgiftcard.co.uk](http://www.one4allgiftcard.co.uk); the list of Participating Retailers may change from time to time.

4.2 We will debit the amount of all Card Purchases to the Card, at the time that the transaction takes place. You must not use the Card to spend more than the Card balance at any time. If you attempt to spend more than the Card balance your transaction may be declined.

4.3 You cannot stop a Card Purchase after it has been authorised.

4.4 We will not issue statements. You can obtain your Card balance or obtain information about previous Card Purchases by logging onto [www.one4allgiftcard.co.uk](http://www.one4allgiftcard.co.uk) or calling GVS on 0845 0822 480. You are responsible for monitoring your Card balance and for ensuring that there are sufficient funds on the Card at all times to pay for Card Purchases.

4.5 If at any time you believe that a Card Purchase has been incorrectly debited to your Card you must notify GVS immediately by calling 0870 0854 141 and in any event within thirteen months of the date of the Card Purchase. If requested, you must put your query in writing. In the absence of any fraud or gross negligence on your part, GVS will immediately refund the amount of any such incorrectly debited Card Purchase to your Card.

4.6 If the amount of a purchase which you wish to make using your Card is greater than the available balance, you can pay the difference in cash or by another payment method.

4.7 Neither Bank of Ireland nor GVS will be liable for any goods or services paid for using the Card. Any queries or complaints about such goods or services should be addressed to the relevant Participating Retailer(s).

4.8 Before you use your Card to make online Card Purchases on Participating Retailers' websites, you will need to obtain your Card's online expiry date. You can find this on the GVS website, [www.one4allgiftcard.co.uk](http://www.one4allgiftcard.co.uk), when you register your Card for online use.

#### **5. FEES AND CHARGES**

5.1 The amounts of fees and charges and details of when they will be payable are set out in the table below. The Postage and Packing Fee must be paid separately at the time of purchase of the Card. All other fees and charges will be debited directly to the Card as they arise. All fees & charges will be payable to the Gift Voucher Shop Limited.

<b>Type of Transaction</b>	<b>Amount of Fee</b>
Postage and Packing Fee (for internet Card Purchases)	£2.90 per purchase transaction, regardless of the number of Cards purchased
Redemption Fee (this applies where the customer contacts GVS to redeem the Card in accordance with Clauses 2.6 and 9).	£7.50 (or the credit balance on the Card, if lower)
Monthly Card Fee	£0.90 per month (or the credit balance on the Card, if lower)  Only applied after the Card has been in issue for 18 months and retains a balance. This fee will start to be applied from the following month.
Card Replacement Fee (if the Card is lost or stolen we issue a replacement card at your request)	£5 per Card

## **6. CHANGES**

6.1 We reserve the right at all times to introduce new terms and conditions and/or to vary or amend the existing terms and conditions by giving you two months' notice thereof by whatever means we, in accordance with applicable legislation, deem appropriate, in which circumstances you shall be free to terminate this Agreement. In such circumstances the Redemption Fee will not apply. In the absence of any prior notice to the contrary, you will be deemed to have accepted such revised terms and conditions with effect from their notified effective date.

6.2 We reserve the right at all times to vary any and/or all applicable fees and charges by giving you two months' notice thereof by whatever means we, in accordance with applicable legislation, deem appropriate, save where the variation is to your benefit in which circumstances we may implement such variation with immediate effect and notify you thereafter.

## **7. RESTRICTIONS ON USE OF THE CARD**

7.1 The following Card limits will apply:

Minimum load amount	£10
Maximum load amount	£400

7.2 We may, at our reasonable discretion and without prior notice to you, restrict the use or operation of the Card in circumstances where:

- you are in breach of this Agreement;
- we have reasonable grounds to suspect unauthorised use of the Card, fraud, theft or dishonesty;
- or
- we have any legal, regulatory or other objectively justifiable reason.

In such circumstances, we will be entitled to take such steps as we consider reasonably necessary to:

- block the use or operation of the Card;
- refuse to allow or authorise a Card Purchase;
- suspend, restrict or terminate your right to use the Card;
- withdraw the Card; or
- refuse to replace the Card.

Where the Card is blocked, you will be advised as to how the block may be removed.

7.3 You must not use the Card:

- (a) after any notification of its withdrawal is given to you;
- (b) once the Card balance reaches zero;
- (b) after this Agreement has been terminated; or
- (d) as payment for any illegal purchase.

## **8. RESTRICTED TRANSACTIONS**

8.1 The Card can be used for Card Purchases in Participating Retailers in the UK only; the Card may not be used abroad.

8.2 The Card cannot be used in automated teller machines (“ATMs”) to obtain cash.

8.3 The Card may only be used to purchase goods or services by telephone or online from selected Participating Retailers in the UK; the relevant retailers will be listed on [www.one4allgiftcard.co.uk](http://www.one4allgiftcard.co.uk) from time to time.

## **9. REDEMPTION**

You may at any time request repayment of the remaining credit balance on the Card by calling GVS on 0870 0854141 and quoting your Card number. You must not use your Card after you ask us to repay the balance to you. In order to allow any outstanding Card Purchases to clear, GVS will refund the balance to you, via cash, cheque or a bank draft, minus any fees within fifteen Business Days of such a request. The Redemption Fee set out in Clause 5 will apply.

## **10. THEFT, LOSS OR MISUSE OF CARD**

10.1 You should treat the Card as if it were cash. If the Card is lost, stolen, damaged or fails to operate correctly or if the Card number becomes known to any unauthorised person you must immediately notify Customer Services (details below). You must quote the Card number; if you do not quote the Card number we will not be able to cancel the Card or issue a replacement Card.

10.2. If your notification is made orally it must be confirmed in writing within fourteen Business Days. Until we receive your initial notification you will remain liable for any debit to the Card by the unauthorised use of the lost or stolen Card, subject to a limit of £50, provided that you have not acted fraudulently or without reasonable care.

**Notification should be made to:**

Gift Voucher Shop

PO Box 52796  
London EC1P 1ZA  
England

**Telephone:** 0870 0854 141

10.3 Following notification under either Clause 10.1 or 10.2, if there is a credit balance on the Card at the time the Card is reported lost or stolen, we will cancel the original Card and GVS will send a replacement Card to you (with the appropriate credit loaded on to the replacement Card) at the address nominated by you. We can not issue a replacement Card if you do not tell us the Card number. To allow for the processing of any pending Card Purchases, we will wait twenty Business Days prior to issuing any replacement Card. A fee will be payable to GVS for any replacement Card in accordance with Clause 5 above; the amount of this fee will be deducted from the Card balance.

10.4 If you subsequently find the original Card, you must notify GVS immediately. You must not use the original Card.

## **11. PARTICIPATING RETAILERS**

11.1 It will be necessary in all cases for a Participating Retailer to obtain authorisation from us or our agents to honour the Card for a particular Card Purchase; this is to ensure that there are sufficient funds on the Card. We may refuse to authorise a Card Purchase at any time if there are insufficient funds on the Card.

11.2 A Participating Retailer may not be able to obtain authorisation from us in some circumstances (for example, if there is a problem with the phone line between the Participating Retailer's premises and our authorisation centre). If this happens neither Bank of Ireland nor GVS will be responsible if you are unable to use the Card for a particular Card Purchase. Furthermore, neither Bank of Ireland nor GVS will be liable for the refusal of any Participating Retailer to accept or honour the Card for any reason.

11.3 You must sign a receipt for each Card Purchase; the amount of the Card Purchase must be confirmed with the Participating Retailer at the time of authorisation.

11.4 If a Participating Retailer becomes liable to make a refund to you we will not credit the amount of any refund to the Card; refunds are a matter between you and the relevant Participating Retailer.

## **12. GENERAL**

12.1 Bank of Ireland will not be liable for any delay or failure in performing any of its obligations in respect of the use of the Card where such delay or failure occurs because of any circumstances beyond Bank of Ireland's reasonable control.

12.2 The books and records kept by Bank of Ireland or on its behalf shall, in the absence of an obvious error, constitute sufficient evidence of any facts or events relied upon by Bank of Ireland in connection with any Card Purchase or matter or dealing in relation to the Card.

12.3 Bank of Ireland may disclose details of the Card to GVS and to any person acting as its agent in connection with the use or issue of the Card.

12.4 This Agreement shall be governed by and interpreted in accordance with Northern Irish law if you are ordinarily resident in Northern Ireland, Scottish law if you are ordinarily resident in Scotland or English law if you are ordinarily resident anywhere else.

12.5 All communications under this Agreement will be in English.

12.6 Bank of Ireland and/or GVS may record or monitor phone calls with you for training purposes, to enable instructions to be verified and to assess whether our service standards are being met.

12.7 Bank of Ireland may transfer to any other person any or all of its rights and/or obligations under this Agreement. Bank of Ireland may do this without telling you but your legal rights will not be affected and your obligations will not be increased as a result. Any person to whom you transfer or give the Card will also be subject to these terms and conditions.

### **13. COMPLAINTS**

If you are not satisfied with any aspect of the service offered, please contact Customer Services on 0870 0854 141 or write to Customer Services at GVS, PO Box 52796, London EC1P 1ZA. They will be pleased to help and explain the complaints procedure in more detail. A copy of the complaints procedure is available upon request. Bank of Ireland and GVS will try and resolve your complaint as soon as possible. Often however, the complaint will need to be investigated. If this is the case, GVS will write to you within 7 Business Days to acknowledge receipt of your complaint and tell you how long it might be before your complaint is resolved. If your complaint cannot be resolved, you may refer it to the Financial Ombudsman Service (the "FOS"). The FOS is an independent body. You can contact the FOS at South Quay Plaza, 183 Marsh Wall, Docklands, London E14 9SR; telephone 0845 080 1800; [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Bank of Ireland – incorporated in Ireland. Registered address, Head Office, 40 Mespil Road, Dublin 4.

Bank of Ireland is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Services Authority. Details about the extent of Bank of Ireland's authorisation and regulation by the Financial Services Authority are available from Bank of Ireland on request.

Effective date: 1 December 2011