Diners Club My Train Ticket Business Statement Account

Terms and Conditions

These Terms and Conditions are important and should be read carefully. By completing or signing the Account application and/or using the Diners Club International Statement Account issued to You (if earlier), You confirm acceptance of the Terms and Conditions. Your attention is particularly drawn to clauses 3, 4, 6 and 17 concerning limitations on Our Liability.

1. DEFINITIONS

In these Terms and Conditions, unless the context otherwise requires:

1.1 "Account Number" means the number of the Statement Account which Diners Club notifies to You.

1.2 "Agreement" means these Terms and Conditions and Your signed Account Application form.

1.3 "Authorised Individual" means a person who is authorised by the Company or an Individual (as appropriate) to incur Charges on the Account and whose name and details have been given to MTT Corporate for that purpose.

1.4 "Billing Currency" means Pounds Sterling.

1.5 "Charge" means a debt incurred by You to MTT Corporate for Services under the Statement Account.

1.6 "Commencement Date" means the date on which We notify You of Your Account Number and open Your Statement Account.

1.7 "Company" means a company formed and registered under the Companies Act 2006, a trust, society, club, organisation, or any other legal entity (other than an Individual) who opens a Statement Account, in whose name a Statement Account is maintained by Diners Club, or who holds a Statement Account in their name, as identified on the Account Application form (and "You" or "Your" shall be interpreted accordingly).

1.8 "Connected Person" means any guarantors, directors, officers or employees of a company, partners or members of a partnership, any substantial owners, controlling persons, trustees or beneficial owners.

1.9 "Diners Club", "We", "Us" and "Our" means Affiniture Card Limited t/a Diners Club International and its successors, assignees and transferees and for the avoidance of doubt does not include MTT Corporate.

1.10 "EEA" means the European Economic Area.

1.11 "Individual" means a natural person who opens a Statement Account, in whose name a Statement Account is maintained by Diners Club, or who holds a Statement Account in their name, as identified on the Account Application form (and "You" or "Your" shall be interpreted accordingly).

1.12 "MTT" means My Train Ticket.

1.13 "Security Details" means the MTT Corporate Account login details used to access the online booking facility, and Your user ID and password used to access and view Your online electronic statements or the Statement Account.

1.14 "Services" means the booking of all or any services with MTT Corporate.

1.15 "Service Charge" has the meaning given to it in clause 9.

1.16 "Statement Account" and "Account" means an account which Diners Club maintains for You in relation to Charges incurred through the use of an Account Number for Services supplied by MTT Corporate.

1.17 "Statement Date" means the date Your statement displays the full set of Charges for the relevant month

1.18 "Terms and Conditions" means these Terms and Conditions as may be amended from time to time.

1.19 "Website" means the website with its home page currently located at www.dinersclub.co.uk and any website which supersedes this website.

1.20 The singular includes the plural and vice versa; reference to any gender includes all genders and reference to persons, companies and firms includes bodies corporate, partnerships and unincorporated associations. Headings shall not affect construction.

2. MAIN SUBJECT MATTER OF TERMS AND CONDITIONS

2.1 Diners Club have established, by separate agreement, a Statement Account scheme with MTT Corporate, known as the "My Train Ticket Business Statement Account". Subject to Your compliance with these Terms and Conditions, a Statement Account allows You to organise payment for Services purchased on Your behalf.

2.2 The Statement Account is a Charge Account and not a credit account. Diners Club may apply a credit limit to the Account at any time. We reserve the right to impose authorisation and/or credit limits on the use of the Statement Account subject always to these Terms and Conditions.

2.3 The total balance on Your monthly statement shall be paid by You on the date specified in that statement (the "Due Date").

2.4 If the full balance on the Account is not paid by the Due Date, a Service Charge will be payable by You to Diners Club as detailed in clause 9. Authorised Individuals' usage rights may, in the meantime, be restricted on occasions or You or Your Authorised Individuals may lose the right to use the Account completely and the Account may be closed.

2.5 This Agreement has no minimum duration and either party may terminate this Agreement at any time in accordance with clause 11.

2.6 You agree to use Your Account in accordance with these Terms and Conditions.

3. YOUR ACCOUNT

3.1 Your Account will be debited with: (a) Charges; (b) any fees or Service Charges set out in this Agreement; and (c) any costs and expenses incurred in the collection of overdue amounts plus any cost incurred if You fail to comply with any of the Terms and Conditions of this Agreement. You are liable to Diners Club for all Charges which appear on Your statement. Transactions for which a refund is pending remain payable to Diners Club.

3.2 No debt that was owed to MTT Corporate prior to the Commencement Date may be charged to Your Statement Account and Diners Club may, without liability to You, refuse to accept such a Charge if submitted.

3.3 You cannot cancel Charges directly with Diners Club. Where Services are cancelled or unused, You must contact MTT Corporate to obtain credit against the original Charge. Diners Club shall only credit the Statement Account with a refund if Diners Club receives an instruction from MTT Corporate to do so.

3.4 Your Statement Account must not be used to obtain products or services for resale in the course of a business or for the setting up or funding of any business or in return for cash or for any purpose contrary to applicable law. In order to monitor Your compliance with this clause, Diners Club may query the Charges incurred on Your Statement Account and may, in circumstances where Diners Club suspect a breach of this condition and without any liability to You refuse to accept a Charge if submitted. For the avoidance of doubt: (a) an agent purchasing Services on Your behalf is an acceptable use of the Statement Account; and (b) the addition of an agent's commission or fee to a Transaction shall not be treated as providing services in return for cash under this clause 3.4.

3.5 If Diners Club accept late or partial payment of any amount due this does not affect, nor should it be treated as a waiver of, any of Diners Club options, rights or remedies under these Terms and Conditions or at law, even if the payment is described as being in full or in settlement of a dispute.

3.6 You must immediately notify Diners Club by telephone or in writing of any change to Your address, telephone number, or email address, or Company name (if applicable). We may request proof of the changes. If You fail to do so and Your failure causes us loss or damage, You shall be liable for and shall indemnify Diners Club against any such loss or damage.

3.7 An Authorised Individual may only use the Statement Account, Security Details and the Account Number in accordance with these Terms and Conditions and in the course of Your Statement as specified in the Account application form. Under no circumstances whatsoever may You or Your Authorised Individuals, employees, partners, officers or directors use the Statement Account, Security Details, the Account Number and/or Your rights under these Terms and Conditions for purposes outside of the course of Your business or for any personal reasons whatsoever.

3.8 You may access and manage Your Account online by logging on to the Website.

3.9 You shall:

(a) be responsible for all Charges and any other amounts incurred through the use of the Statement Account; and

(b) at all times comply, and procure the compliance of any Authorised Individual, with these Terms and Conditions.

4. YOUR ACCOUNT NUMBER

4.1 Your Account Number may only be used by an Authorised Individual.

4.2 Diners Club are not responsible for any decision by MTT Corporate not to accept the Security Details.

4.3 You must ensure that an Authorised Individual uses the Account Number only for Charges that are authorised by You. It is Your sole responsibility to ensure that only Authorised Individuals have access to the MTT Corporate online account booking system and the Statement Account. Diners Club shall not be responsible for any Charges that have not been authorised by You, whether incurred by an Authorised Individual or any other person by using Security Details. You shall be liable to Diners Club for all such Charges.

4.4 Failure by MTT Corporate to obtain the authority of an Authorised Individual to incur a Charge shall not relieve You of liability to pay Diners Club for such Charge. You must contact MTT Corporate directly to obtain reimbursement in the event of a dispute. Diners Club shall only credit the Statement Account with a refund if Diners Club receives an instruction from MTT Corporate to do so.

4.5 You or any Authorised Individual may only use the Account for Services incurred on Your behalf.

4.6 You will indemnify Diners Club for any loss or damage caused by Your failure to comply with this clause 4, or Your failure to ensure the compliance of an Authorised Individual with clause this clause 4.

5. PROTECTING YOUR ACCOUNT

5.1 You shall use best endeavours to ensure that only You and any Authorised Individuals have access to the Account. You and/or any Authorised Individual must keep the Security Details safe.

5.2 You and any Authorised Individual must not disclose the Security Details to any third party.

5.3 If You know or suspect that Your Security Details are subject to unauthorised use, fraudulent activity, or You identify any unauthorised or incorrect Charges, You must inform both Diners Club and MTT Corporate immediately by telephoning customer services.

5.4 If You know or suspect Your Security Details are subject to misuse, unauthorised use, fraudulent activity, or You identify any unauthorised or incurred Charges, You must cease all use of them.

5.5 If Diners Club suspects or knows Your Security Details are subject to misuse, unauthorised use, or that fraudulent activity or a security breach has occurred, Diners Club may take any action that Diners Club consider appropriate to stop or prevent such misuse, including giving to the police any relevant information. Diners Club will notify You of such circumstances using the contact information provided by You to Diners Club as soon as reasonably practicable. You must co-operate with Diners Club and the police in any investigation following any misuse, unauthorised or fraudulent use of Your Security Details.

5.6 You shall be liable for all loss Diners Club suffers arising from any misuse, unauthorised use or fraudulent use of the Security Details, although Diners Club may in its discretion limit Your liability.

5.7 If Your Security Details have been misused or are liable to misuse, Diners Club may issue replacement Security Details at Diners Club discretion in co-ordination with MTT Corporate or may advise MTT Corporate to do so directly.

6. LIMITS ON USE OF YOUR ACCOUNT

6.1 Diners Club reserves the right to block, cancel or suspend Your Account at any time and without liability on reasonable grounds relating to:

(a) the security of the Account;

(b) the suspicion of unauthorised or fraudulent use of the Account; or

(c) a significantly increased risk that You may be unable to fulfil Your liability to pay any amount due on the Account.

Diners Club also reserves the right to block Your Account if You fail to comply with Your obligations under these Terms and Conditions, or if Diners Club is required by law to do so.

Diners Club will notify You using the contact information provided by You if We intend to block, cancel or suspend Your Account pursuant to this clause 6, giving our reasons for doing so, unless to do so would comprise reasonable security measures or is otherwise unlawful.

In all circumstances, You may request that use of the

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Account is reinstated by contacting Diners Club. Diners Club will not be obliged to accede to that request until, in Diners Club's opinion, the reasons for blocking, cancelling or suspending Your Account cease to exist. Diners Club will not be liable to You for any loss or damage which results in any way from such blocking, cancellation or suspension.

6.2 You must not use or attempt to use the Account: (i) while blocked or suspended or after the Account has been cancelled; or (ii) after the Account's expiry date.

6.3 Diners Club may terminate Your right to use the Account at any time without liability for any reason if You breach these Terms and Conditions. Diners Club will not be liable to You for any loss or damage suffered by You resulting in any way from such termination.

7. LIABILITY FOR CHARGES AND LOSSES

7.1 Except where You or an Authorised Individual have acted fraudulently, Diners Club accepts responsibility for any unauthorised or incorrectly executed Charges PROVIDED THAT:

(i) upon becoming aware of the Charge, You have notified Diners Club of the Charge without undue delay and in any event no later than 13 months after the transaction debit date; and

(ii) Diners Club has failed to make available to You information relating to that Charge as may be required by law.

It is important that You regularly check Your statements to ensure any unauthorised or incorrectly executed Charges are identified and notified to Diners Club at the earliest possible opportunity.

7.2 Where there is a dispute between Diners Club and You regarding an unauthorised Charge, Diners Club may apply a temporary credit to the Account until such time as the dispute is settled. Where Diners Club agrees an unauthorised Charge has occurred, Diners Club will refund the amount of the unauthorised Charge (unless Diners Club has already done so) and restore the Account to the state it would have been in had the unauthorised Charge not taken place. Nothing in these Terms and Conditions shall affect Your statutory rights.

7.3 Subject to clause 7.6 You are liable for all losses incurred in respect of unauthorised Charges or transactions where:

(i) You or an Authorised Individual have acted fraudulently; or

(ii) You or an Authorised Individual have, acting with intent or gross negligence, breached clause 5 of these Terms and Conditions or otherwise failed to act in accordance with these Terms and Conditions.

7.4 Except where You or an Authorised Individual have acted fraudulently, and subject to clause 7.5 below, You will not be liable for any losses incurred in respect of unauthorised Charges or transactions arising after You have notified Us in accordance with clause 7.1(i) (other than where Diners Club has failed to provide the means for making such notification).

Once Diners Club has been notified of the loss, theft, misappropriation or unauthorised use of Your Account, Your liability for any subsequent transactions will cease and Diners Club will block or cancel the Account.

7.5 We may request that You pay up to a maximum of £35 to Diners Club towards any losses incurred in respect of unauthorised Charges or transactions arising from the use of a misappropriated Account UNLESS:

(i) the loss, theft or misappropriation was not detectable by You or an Authorised Individual prior the Charge being incurred; or

(ii) the loss is caused by the acts or omissions of Diners Club.

7.6 Except where You or an Authorised Individual have acted fraudulently, You are entitled to a refund of the full amount of any Charge authorised by You or an Authorised Individual and initiated by or through a Supplier, provided the following conditions have been met:

(a) the authorisation given to the Supplier did not specify the exact amount of the transaction at the time the authorisation was given;

(b) the amount of the transaction exceeded the amount that You or an Authorised individual could reasonably have expected, taking into account previous spending patterns, these Terms and Conditions and the circumstances of the case; and

(c) the request for a refund from Diners Club is made within 8 weeks from the transaction date.

Diners Club reserves the right to request further information as is reasonably necessary to ascertain whether these conditions have been satisfied and to waive any or all of these conditions. You will receive Your refund or Our justification for refusing a refund within 10 business days of Diners Club receiving the refund request.

8. STATEMENTS

8.1 Diners Club will provide You with a monthly statement detailing the balance on the Account, provided that there has been activity or a balance incurred on the Account during the relevant month.

8.2 You will not receive paper statements but will be able to access and view Your electronic statements via the Website. Your statements will be accessible in the secure area of the Website by use of Your Security Details. You may wish to save Your monthly statement and/or print it out. Past statements will be accessible via the Website for a period of 24 months from each statement's Statement Date.

8.3 You must read and check Your Account statements. Unless Diners Club receives any queries or complaints regarding a statement by the relevant Due Date, then You shall be deemed to agree that the statement is accurate. The provisions of this clause 8.3 do not affect Your rights under clause 7.1 of these Terms and Conditions.

8.4 All amounts shown on Your statement must be paid in full and without set-off or counterclaim and whether or not the Services have been used. This does not affect any rights that You may have against MTT Corporate, with whom all claims must be settled direct.

8.5 The details reproduced on statements are provided to Diners Club by MTT Corporate and/or the principals for whom MTT Corporate acts as agent intermediary. You acknowledge that Diners Club will post all Charges with incomplete descriptions on Your statement and You agree that such an incomplete description does not count as sufficient reason for You to delay or withhold payment of that Charge.

8.6 The total balance shown on Your statement must be paid by You in the Billing Currency. Payments must be received by Diners Club by the Due Date. It is Your responsibility to ensure payment is made by the Due Date.

9. FEES AND CHARGES

9.1 Charges will be made in the Billing Currency.

9.2 A monthly account fee of £5.99 will be charged to your account if there has been activity on your account during the month or if your account has an outstanding balance., The monthly account fee will fall due on your normal payment due date.

9.3 If, for whatever reason, a payment made by Direct Debit or bank transfer is rejected by Your bank, You must pay Diners Club the balance shown on Your statement by alternative means in full in cleared funds within 7 days of the date on which Diners Club notify You that we have been unable to collect payment. If You fail to pay the balance in full within 7 days, Diners Club may refuse to accept any further Charges submitted and/or terminate Your Statement Account.

9.4 A charge of £20 may be made for each Direct Debit or bank transfer rejected by Your bank. You acknowledge that the decision to return a Direct Debit request or transfer request lies solely with Your bank and Diners Club are under no obligation to query or verify such decision. Any dispute that You may have concerning the return of a Direct Debit or bank transfer rejected by Your bank must be dealt with directly with Your bank without any liability attaching to Diners Club.

9.5 A Service Charge of 2.5% will be charged on any balance shown on any statement which remains unpaid following the Due Date. A further Service Charge will be payable on the total amount due on every payment date thereafter until the total amount outstanding (including Service Charges) is received.

9.6 A transaction fee of £3.00 will be added to Your transaction value in relation to each transaction made to cover the servicing of Your statement account with up to 52 days interest free credit.

9.7 If You delay making a payment of a Balance to Diners Club because You are waiting for copy documents, Diners Club shall still apply service charges in accordance with this clause 9. The service charges shall be due and payable to Diners Club notwithstanding that MTT Corporate might subsequently refund the original Charge to which those charges have been applied.

9.8 If any balance due is not paid in accordance with these Terms and Conditions, You shall be liable to reimburse Diners Club on a full indemnity basis for all costs incurred in the collection of the Balance, including legal costs and expenses. Where Diners Club instructs a debt collection agency to collect the Balance on Your Statement Account, You will be responsible to the agency for all charges, costs and expenses (including legal costs and expenses) imposed by that agency.

9.9 Charges are payable both before and after any judgment.

9.10 The imposition of Service Charges is without prejudice to any rights that Diners Club may have to revoke Your right (or an Authorised Individual's right) to use the Account, and to demand from You immediate payment of any unpaid amounts together with service Charges and reimbursement of collection and legal costs.

9.11 Diners Club is not responsible if MTT Corporate fails to disclose any surcharge for the use of the Account or, where a currency conversion service is offered at the point of sale or by MTT Corporate, any charges and the exchange rate which may be used for that conversion.

10. REPAYMENTS

10.1 Diners Club is not authorised under the Financial Services and Markets Act 2000, and is not permitted by law, to accept deposits. You must therefore not maintain any credit balance on Your Statement Account. Where any such credit balance does occur because of, for example, a refund to Your Statement Account, Diners Club shall contact You to effect repayment of that balance and such credit shall not constitute a deposit.

10.2 Diners Club may use any money held in one Account in Your name to pay any debt due on any other Account in Your name.

10.3 Payments to Diners Club are applied against the Account in the following order of priority:

(a) Service Charges and other fees; and

(b) Charges in the order in which they were first billed.

11. CLOSING THE ACCOUNT

11.1 You may terminate Your Statement Account by written notice to Diners Club. Termination is effective only on Diners Club's receipt of the notice. Upon termination all Charges shall immediately become due and payable.

11.2 Diners Club may at any time terminate or suspend Your Statement Account or the right to use Your Statement Account in relation to any particular Charge. Diners Club shall not in any circumstances be liable to You in respect of any statement or other communication relating to or arising out of such termination or suspension. Use or purported use of Your Account Number prior to the Commencement Date of Your Statement Account, or after any suspension or termination of Your Statement Account, is a breach of these Terms and Conditions.

11.3 You acknowledge and agree that You shall remain liable for all Charges incurred through the use of Your Account Number at any time, irrespective of termination or revocation. You will remain liable for all Charges prior to termination of Your Statement Account, even if payment to MTT Corporate by Diners Club is not made until after Your Statement Account is terminated.

11.4 Diners Club shall refuse to accept Charges incurred on the Statement Account after it has been terminated. You should cancel any authority or standing instruction You may have with MTT Corporate.

12. CLAIMS AGAINST MTT CORPORATE

12.1 Except as required by applicable law, Diners Club are not responsible for the Services or the standard, quality or suitability of any Services purchased from MTT Corporate using Your Statement Account. Diners Club shall have no liability for any delayed or cancelled Services.

12.2 Unless You have the legal right to do so, You cannot use a claim that You may have against MTT Corporate (or from the principals for whom MTT Corporate acts as agent) to make a claim against Diners Club, or as grounds to refuse to pay to Diners Club any Balance.

12.3 These terms and conditions are personal to You and Diners Club. MTT Corporate expressly excludes all liability under these terms and conditions and in

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relation to the Statement Account.

13. CHANGES

13.1 Diners Club may, with any valid reason at any time, change, add to or delete any of these Terms and Conditions (including to increase or decrease any fees or charges).

13.2 Diners Club will provide You with advance written notice of any change, deletion, or addition prior to making the change, deletion or addition. The notice will indicate the date from which the changes will apply, which will be no earlier than two (2) months from the date of the notice.

13.3 If You do not object to the changes before the proposed date of their entry into force, You will be deemed to have accepted them.

13.4 If You do not agree to any change You may terminate this Agreement in accordance with clause 11.1, and if You object to the changes, Your objection shall be treated as notice to terminate Your Account.

14. COMMUNICATIONS

14.1 Any notice or statement sent by Diners Club shall be deemed validly delivered when sent to Your most recently supplied e-mail address.

14.2 All communications will be in English.

14.3 You have the right at any time during this Agreement to receive upon request a copy of these Terms and Conditions and any other contractual Terms and Conditions and information, Diners Club is required by law to provide on paper or on another durable medium. Diners Club may satisfy this request by making the relevant documentation available via email as an attachment.

15. TRANSFER

15.1 Diners Club shall be entitled to transfer to any person:

(a) any sums which You owe or will, in future, owe under these Terms and Conditions together with Diners Club's rights to obtain payment of those sums; and

(b) Diners Club's rights and obligations under these Terms and Conditions.

15.2 You may not assign any of Your rights or liabilities under this Agreement to any person.

16. BREACH OF TERMS AND CONDITIONS

If You or an Authorised Individual are in breach of any of these Terms and Conditions, Diners Club may terminate, cancel or suspend Your Account and demand immediate repayment of all outstanding amounts due, together with Service Charges and reimbursement of collection and legal costs.

17. LIABILITY

17.1 Except to the extent provided by applicable law or regulation, Diners Club hereby excludes any liability for failure to or delay in performing its obligations hereunder for any reason beyond its reasonable control including, but not limited to, equipment failure, industrial action, acts of natural disaster, war, or anything outside the control of Diners Club.

17.2 In addition, Diners Club will not be liable to You or any Authorised Individual for any breach of a requirement imposed on Diners Club as a payment service provider because of abnormal and unforeseeable circumstances beyond Our reasonable control, the consequences of which would have been unavoidable despite all efforts to the contrary because of Our obligations under applicable law and regulations.

17.3 To the maximum extent permitted by law, Diners Club excludes its liability to You or any Authorised Individual for any direct or indirect: (i) loss of profit, (ii) loss of business, (iii) loss of opportunity or (iv) damage to Your reputation, or any consequential, indirect or special loss or damage whether caused by its acts, omissions, negligence or misrepresentations save insofar as the liability arises as a result of death or personal injury to any third party caused by Diners Club's negligence, for fraud or fraudulent misrepresentation or for any other liability which cannot be excluded by law.

18. INDULGENCE

Any concession or waiver which may be granted to You by Diners Club shall not affect Your obligations under these Terms and Conditions or Diners Club's right to enforce those obligations or exercise any other rights, options or remedies under these Terms and Conditions.

19. PREVENTION OF FRAUD AND MONEY LAUNDERING

19.1 Before We provide services, goods or financing to You, We will undertake checks for the purposes of preventing fraud and money laundering, and to verify Your identity. These checks also require Us to process personal data about You and any Connected Persons. The personal data provided by You, We have collected from You, or We have received from third parties will be used to prevent fraud and money laundering, and to verify Your or any Connected Person's identity. Examples of the personal information that will be processed include name, address, date of birth, contact details financial information, employment details, and device identifiers including IP address. We and fraud prevention agencies may also enable law enforcement agencies to access and use Your or any Connected Person's personal data to detect, investigate and prevent crime. We process Your and any Connected Person's personal data on the basis that We have a legitimate interest in preventing fraud and money laundering, and to verify identity, in order to protect our business and to comply with laws that apply to Us. Such processing is also a contractual requirement of the services or financing You have requested. Fraud prevention agencies can hold Your or any Connected Person's personal data for different periods of time, and if they are considered to pose a fraud or money laundering risk, their data can be held for up to six (6) years.

19.2 If We, or a fraud prevention agency, determine that You or any Connected Person poses a fraud or money laundering risk, We may refuse to provide the services or financing You have requested, or We may stop providing existing services to You and/or any Connected Persons.

A record of any fraud or money laundering risk will be retained by the fraud prevention agencies and may result in others refusing to provide services or financing to You or any Connected Persons. If You have any questions about this, please contact Us using the details provided in clause 23.

19.3 Whenever fraud prevention agencies transfer personal data outside of the EEA, they impose contractual obligations on recipients of that data to protect personal data to the standard required in the EEA. They may also require the recipient to subscribe to 'international frameworks' intended to enable secure data sharing.

19.4 Your and any Connected Person's personal data is protected by legal rights, which include their right to object to Our processing of their personal data, request that their personal data is erased or corrected, and request access to their personal data. Please note that if You or any Connected Persons request that we erase personal data we may no longer be able to provide You with the services set out in this Agreement. Please also note that we may refuse a request to erase personal data in circumstances where we are entitled to do so.

For more information on how You and any Connected Persons can exercise their data protection rights, please contact Us using the details provided in clause 23.

You and any Connected Person also has the right to complain to the Information Commissioner's Office which regulates the processing of personal data.

19.5 As part of the processing of Your data or the personal data of any Connected Person, decisions may be made by automated means. This means that We may automatically decide that You or any Connected Person pose a fraud or money laundering risk or if Our processing reveals Your or any Connected Person's behaviour to be consistent with that of known fraudsters or money launderers, is inconsistent with Your or any Connected Person's previous submissions, or there appears to be a deliberate attempt to hide Your or any Connected Person's true identity. You and any Connected Person have rights in relation to automated decision making. If You want to know more, please contact Us using the details provided in clause 23.

20. LAW

These Terms and Conditions and all matters arising out of these Terms and Conditions or Your Statement Account are subject to the laws of England and Wales and the exclusive jurisdiction of the English courts.

21. REASONABLENESS

21.1 If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but shall not affect the validity and enforceability of the rest of the Terms and Conditions.

21.2 If any provision or part-provision of these Terms and Conditions is deemed deleted under clause 21.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. COMPLAINTS

22.1 If You wish to make a complaint about Your Account or Diners Club's handling of Your Account, please write to Diners Club International Unit 8 Wilkinson Business Park, Clywedog Road South, Wrexham Industrial Estate, Wrexham LL13 9AE, UK.

22.2 If Diners Club does not resolve the complaint satisfactorily and You are an "eligible complainant", You may be able to refer the complaint to the Financial Ombudsman Service. To contact the Financial Ombudsman or obtain details of the Financial Ombudsman Service, the contact details are shown below:

Exchange Tower
London
E14 9SR
Telephone: 0800 023 4 567 or 0300 123 9 123
email: complaint.info@financial-ombusman.org.uk
website: www.financial-ombudsman.org.uk

The Financial Ombudsman will be able to advise whether You are "eligible complainants".

22.3 If You are a "non-eligible complainant" the complaint can only be dealt with by way of Our internal complaints procedure as detailed above.

23. CUSTOMER SERVICES

If You need any assistance regarding Your Account, You can contact customer services using the following numbers:

UK: 0345 862 2935
International: +00 44 1244 470910

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Wrexham LL13 9AE
VAT No. 408 1429 14.

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