

THE TERMS AND CONDITIONS

Please read these Terms & Conditions carefully

1. **WHO ARE WE**
The Ocean Terminal Gift Card is distributed by Ocean Terminal Limited and is issued by Newcastle Building Society pursuant to license by MasterCard international or its affiliates. The technology systems required to operate the Ocean Terminal Gift Card are provided by Flex-e-vouchers Limited.
2. **THE OCEAN TERMINAL GIFT CARD**
The Ocean Terminal Gift Card is a pre-paid debit card which may be used to pay for goods and services at retailers that accept MasterCard Maestro. You may deposit any value up to £1000 on the Gift Card and it will be activated at the point of purchase. The balance of the Gift Card is available for use one hour after purchase.
3. **WHO CAN USE THE OCEAN TERMINAL GIFT CARD**
The Ocean Terminal Gift Card may be used by the purchaser or may be given to another person as a Gift.
4. **HOW TO USE THE OCEAN TERMINAL GIFT CARD**
The Gift Card should be signed by the person who will be using the card, on the reverse, prior to use. The Gift Card may be used in full or part payment for purchases. All payments made using the Gift Card must be verified by signature on the transaction slip in the presence of the retailer.
5. **WHAT HAPPENS TO THE BALANCE**
The balance available on the Gift Card will be reduced by the value of each payment that you make using the Gift Card. If you attempt any payment that exceeds the remaining value on the card the transaction will be declined.
6. **IDENTIFICATION REQUIRED ON APPLICATION**
Before you apply for the Ocean Terminal Gift Card you will be required to provide the following information:
 - For deposits made by credit card we will record your name and address.
 - For cash deposits under £500 you will be required to provide one form of ID which can be a credit or debit card or other form of ID that you may normally carry on your person. We will record your name and address.
 - For cash deposits over £500 you will be required to provide one form of ID if this form of ID is "first class" i.e. a driving licence with photograph, or passport. If the form of ID is not "first class", then 2 forms of ID will be required e.g. non-photographic driving licence + credit or debit card. We will record your name and address.
7. **ISSUING FEE**
There is an issue fee of £1 charged per Gift Card on application.
8. **CANCELLATION PERIOD AND REFUND PROCEDURE**
Should you wish to cancel your Ocean Terminal Gift Card please return it to the Information Desk, unsigned and unused, within 14 days of purchase, with your receipt, and a full refund will be made. After 14 days only the balance remaining on the card will be refunded, and any refund will be subject to a £5 administration fee. Only the person who has purchased the card will be able to request a refund subject to proof of identity and return of the Ocean Terminal Gift Card. Any refund will be made by the method used for the original payment.
9. **CARD EXPIRY DATE**
The expiry date quoted on the face of the Ocean Terminal Gift Card is the card expiry date. After this date the card will not be valid for use.
10. **EXPIRY OF YOUR FUNDS - PLEASE NOTE**
THE FUNDS LOADED ONTO INDIVIDUAL OCEAN TERMINAL GIFT CARDS EXPIRE 12 MONTHS AFTER THE DATE THE FUNDS WERE LOADED. THIS IS DIFFERENT TO THE CARD EXPIRY DATE SHOWN ON THE FRONT OF YOUR CARD. The final date at which the funds may be used for purchases is printed on the receipt supplied with the card. If any balance remains on the Ocean Terminal Gift Card after this date it will not be refunded.
11. **E-VIEW YOUR ACCOUNT**
You may check the available balance on your Ocean Terminal Gift Card or view a statement of recent transactions by visiting www.flex-e-card.com, or alternatively by calling our Customer Services. You will be required to provide the Customer Passcode which is printed on the receipt supplied with the Gift Card. Balance enquiries are provided free of charge. Errors or disputes regarding transactions on the Ocean Terminal Gift Card should be notified as soon as possible to Customer Services.
12. **YOUR PASSCODE**
You are responsible for maintaining the confidentiality of your Passcode. If your Ocean Terminal Gift Card has been purchased for you by a third party, please be aware that your Passcode may have been seen by that third party. If you believe that your Passcode has become compromised you should contact Customer Services as soon as possible and (subject to security checks) we will change your Passcode.
13. **LOST OR STOLEN**
If you lose your Ocean Terminal Gift Card or it is stolen please notify us by telephoning Customer Services. You will be asked to provide your Gift Card number, Customer Passcode and other information to verify that you are the authorised cardholder. We will then block the card to prevent unauthorised use. Following notification a replacement Ocean Terminal Gift Card will be dispatched to you by post. A replacement fee of £5.95 per Gift Card will be debited to the remaining balance on the Gift Card including postage and packing.
14. **YOUR RESPONSIBILITY- Lost and Stolen**

Neither Ocean Terminal Limited, Newcastle Building Society nor Flex-e-vouchers Ltd will be liable for transactions performed using lost or stolen Gift Cards prior to notification to our Customer Services team.

15. **LIMITATIONS ON USE**

The Ocean Terminal Gift Card cannot be used to withdraw cash using ATMs or at banks. The Ocean Terminal Gift Card cannot be used to make payments on the Internet. The Ocean Terminal Gift Card is not linked to a bank account and is not a cheque guarantee card, charge card or credit card. The Ocean Terminal Gift Card cannot be topped up. The Ocean Terminal Gift Card may not be used for preauthorised regular payments, for any illegal purposes, or for gambling. Use of the Gift Card may be restricted if suspicious, fraudulent or illegal activities are identified. The Ocean Terminal Gift card cannot be used for Foreign Exchange from Thomson Travel. The Ocean Terminal Gift Card can only be used for purchases of accessories from Orange, O2, Phones 4 U and Carphone Warehouse.

16. **PURCHASES FROM RETAILERS**

Goods and services that are purchased using the Ocean Terminal Gift Card are purchased directly from the retail stores. Neither Ocean Terminal Limited, Newcastle Building Society nor Flex-e Vouchers Ltd are the supplier of the goods and services purchased. Consequently PLEASE NOTE neither Ocean Terminal Limited, Newcastle Building Society nor Flex-e-vouchers Ltd are liable for the quality, safety, legality, or any other aspect of any goods or services purchased using the Gift Card nor are they liable for the failure of any merchant to honour the Gift Card.

17. **FINANCIAL SERVICES AUTHORITY**

All transactions performed using the Ocean Terminal Gift Card will be monitored and are subject to regulatory supervision by the Financial Services Authority.

18. **YOUR PERSONAL INFORMATION**

Flex-e-vouchers Ltd are the data controller of personal data provided in connection with the Ocean Terminal Gift Card. For the purpose of collecting personal information Flex-e-Vouchers Ltd will comply with the Data Protection Act, 1998. Your personal data will be processed in order to administer the Gift Card and to deal with any enquiries you have about the Gift Card. The personal data collected is outlined in Paragraph 6 of these Terms & Conditions. The personal data is used to satisfy the Know Your Customer requirements of the Financial Services Authority.

No marketing or sharing:

Unless you have expressly provided your permission, the personal data will not be used for marketing purposes, nor will it be shared with third parties unconnected with the Ocean Terminal Gift Card programme.

Your right to access:

You have the right to request details of the personal information that is held about you, and you may receive this by writing to Flex-e-vouchers Ltd, Office 13, Telfords Yard, London, E1W 2BS.

19. **CHANGES TO THESE TERMS**

Ocean Terminal Limited, Newcastle Building Society or Flex-e-vouchers Ltd may change or add to these Terms & Conditions at any time if reasonably considered necessary to do so. If any changes are made they will be publicised, and copies of the revised Terms & Conditions will be made available at Ocean Terminal Customer Services Desk and online at www.flex-e-card.com. Any changes to these Terms & Conditions that adversely affect the use of the Ocean Terminal Gift Card will only apply to Ocean Terminal Gift Cards issued after the date that the change has been made.

20. **YOUR RIGHTS**

These Terms & Conditions do not affect any rights you may have under legislation and at law. For further information about your rights contact your local authority Trading Standards Department or Citizen's Advice Bureau.

21. **LIMITATION OF LIABILITY- Please Note**

Neither Ocean Terminal Limited, Newcastle Building Society nor Flex-e-vouchers Ltd accept any liability for consequential or other loss howsoever caused and in any event Ocean Terminal Limited and/or Newcastle Building Society and/or Flex-e-vouchers Ltd's liability shall be limited to the value deposited on the Gift Card at the time of application.

22. **CUSTOMER SERVICES**

All telephone enquiries in connection with your Ocean Terminal Gift Card should be made to Customer Services on 0870 730 7343 or by writing to Flex-e-vouchers Ltd, Office 13, Telfords Yard, London E1W 2BS. If you are unsatisfied with any element of the service you receive, any complaints should also be made to Customer Services. Calls may be monitored or recorded. BT National Rate charges apply.

23. **FINANCIAL OMBUDSMAN SERVICE / FINANCIAL SERVICES COMPENSATION SCHEME**

In the unlikely event that we are unable to resolve any issues through our internal complaints procedure you may contact the Financial Ombudsman Service at:

South Quay Plaza

183 Marsh Wall

London E14 9SR

Telephone: 0845 080 1800

E-mail: enquiries@financial-ombudsman.org.uk

The Financial Services Compensation scheme does not cover claims made in connection with using the Ocean Terminal Gift Card.

24. **LAW AND COURTS**

The law of England and Wales applies to these Terms & Conditions and the courts of England and Wales (or if you are resident in Scotland, Scotland) will deal with any legal proceedings between us.