

CARDHOLDER AGREEMENT **TERMS AND CONDITIONS**

(Version November 2013)

**FOR A LARGER PRINT
VERSION OF THIS
DOCUMENT PLEASE CALL
0121 268 3210 OR GO TO
WWW.GETMYBALANCE.COM**

PLEASE READ CAREFULLY AND RETAIN FOR FUTURE USE. IMPORTANT: MAKE A NOTE OF THE 16-DIGIT GIFT CARD NUMBER, WHICH IS PRINTED ON THE BACK OF THE CARD, AND KEEP YOUR RECEIPT SAFE IN CASE YOUR CARD IS LOST OR STOLEN.

This Agreement is between R. Raphael & Sons plc, StoreFinancial Services UK Ltd., and the Cardholder. This Agreement accompanies your HTA Garden Gift Card, and states the terms and conditions governing the use of your Gift Card the latest version of which is posted online at www.getmybalance.com. By purchasing, accepting, signing, or using the Gift Card, and in consideration for the right of all Cardholders to use the Gift Card, all Cardholders agree to be bound by the terms and conditions stated herein.

The Terms and Conditions within this agreement may change from time to time as required by the Bank, SFS, the Purchasing Retailer or applicable law. To ensure your Cardholder Agreement is up to date please visit www.getmybalance.com or call 0121 268 3210 to request a copy.

Any references on your Gift Card or any related materials that refer to the Financial Services Authority should be read as references to the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom.

Definitions. As used herein, “**Bank**” means R. Raphael & Sons plc, Company Registration No.1288938 with its head office and registered office at Albany Court Yard, 47/48 Piccadilly, London, W1J 0LR. R. Raphael & Sons plc is a Bank, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom under registration number 161302. “**Cardholder**” refers to the Purchaser of the Gift Card and all subsequent holders of the Gift Card, known or anonymous. “**Gift Card**” means the Gift Card that is accompanied by this Agreement. “**Purchaser**” means the original purchaser of the Gift Card. “**Retailer**” means a retail store or location which is authorised to accept the Gift Card. “**SFS**” means Store Financial Services UK Ltd. “**Purchasing Retailer**” means the retailer where the Gift Card is purchased. “The HTA” means the Horticultural Trades Association. “**We**” and “**us**” and “**our**” collectively refer to Bank and SFS. “**You**” and “**your**” refer to the Cardholder.

The Gift Card. Your Gift Card is a pre-paid, single-load stored value card issued by the Bank. It is not a credit card. It cannot be reloaded with additional funds or value. Except as provided in this Agreement or required by law, your Gift Card is usable only to purchase goods and services, is only redeemable in accordance with this Agreement, and may not be used at a cash machine.

Gift Card Use. Purchaser may pre-pay and load the pounds sterling value shown on the Gift Card onto the Gift Card to be used for future purchases of goods or services at Retailers. The Gift Card may be used up to, but not above, the available balance of its Gift Card account. The Gift Card can only be used at participating HTA garden centres and nurseries in the UK. To find your nearest participating HTA outlet visit gardengiftcard.co.uk. When the Gift Card is purchased, the initial available balance of the Gift Card account will be the prepaid and activated value of the Gift Card. This initial available balance will be reduced by the amount of 1) each purchase of goods or services; 2) any applicable fees described in this Agreement (see Fees and Charges below); and 3) any other deductions, if any, that are required by law. No interest, dividends, or other earnings will accrue or will be due, paid or credited to any Cardholder on the balance of the Gift Card account. The Gift Card account will automatically terminate when it has a zero balance. After the Gift Card account is terminated, transactions on the Gift Card will be declined.

Transactions below or above the Gift Card Balance. If your Gift Card is used to make a purchase that costs less than the available balance, the remaining balance

after purchase will not be paid in cash to Cardholder but may be used to purchase other goods or services at a Retailer. Purchases in an amount that cost more than the balance of the Gift Card account will be declined by a Retailer. To make such a transaction, Cardholder must combine the use of the Gift Card with another acceptable form of payment. Some Retailers may refuse to facilitate such split transactions. You agree and understand that we are not responsible for the refusal of a Retailer to accept the Gift Card in a split transaction.

Limitations on Use. The Gift Card is not and cannot be used to make periodic payments to any merchant or as a credit card, credit line, overdraft protection, or a generally accepted debit card or deposit account. The Gift Card cannot be used to pay for tips or gratuities, to make purchases that exceed the available balance of the Gift Card account, to make payment on any account or loan, or to make recurring payments. You agree not to use the Gift Card at any nonparticipating or unauthorised retail locations, and not to use the Gift Card for any illegal transaction.

Statements and Balance Enquiries. You will not be sent any statements concerning the Gift Card. You may enquire about the purchase date, available balance, and transaction history of the Gift Card at www.getmybalance.com or by telephoning 0121 268 3210.

Gift Card Expiration. The Gift Card Account will not expire. Please also see the Fees and Charges section (below) for amounts that can be charged to the Gift Card account.

Damaged Gift Cards. If your Gift Card is damaged, you should contact SFS immediately at 0121 268 3210. SFS will issue a replacement card when provided with 1) the damaged card, 2) adequate proof of purchase (such as the Purchaser's original receipt) and 3) your full identification (such as a passport, driving license or similar documents). We are entitled to refuse to replace a Gift Card if we suspect fraudulent or other unlawful activity.

Lost or Stolen Gift Cards. The Gift Cards are anonymous and, therefore, anyone who has your Gift Card can use it. You will be responsible for all transactions associated with the Gift Card even if you did not authorise the transactions subject to a maximum loss of £50. Therefore, **if the Gift Card is lost or stolen, you may lose (and not be able to recover) the stored value, just as you would if you lose cash. You should treat the Gift Card like cash.** If your Gift Card is lost or stolen, you should contact SFS immediately at 0121 268 3210 to request a replacement card. You may be prosecuted in the event that you bring any fraudulent claim for an unauthorised transaction against us. If any subsequent investigations by us show that any disputed transaction was in fact authorised by you, or the proviso conditions set out in these terms and condition apply, we will not refund the transaction amount. Once you have notified SFS, your existing Gift Card will be locked and no further purchases can be made using the lost or stolen Gift Card. To order a replacement Gift Card you will need to present 1) adequate proof of purchase (such as the Purchaser's original receipt), 2) the 16-digit Gift Card number on the back of the card, and 3) your full identification (such as a passport, driving license or similar documents). We may refuse your request to replace a Gift Card if we suspect fraudulent or other unlawful activity. If the replacement is approved, a new Gift Card will be issued to you in the amount of the available balance at the time that the card was locked less any card replacement fee (see Fees and Charges below). The Cardholders, including the Purchaser, will bear the risk of the use of a lost or stolen card before the Cardholder notifies SFS and the lost or stolen card is locked. Upon receipt of a genuine notice of a lost or stolen Gift Card, SFS will use commercially reasonable efforts to lock the lost or stolen Gift Card immediately.

Fees and Charges. The following fees and charges apply to your Gift Card:

Card Replacement Fee. If a replacement card is issued as a result of a lost, stolen or damaged card, a card replacement fee of £9.95 will be charged to the Cardholder. The card replacement fee will be deducted from the available balance prior to issue of the replacement card.

Account Maintenance Fees. For account maintenance services rendered, a nonrefundable monthly Account Maintenance Fee (“AMF”) in the amount of £2.00 will be automatically deducted from the Gift Card account. This monthly fee will commence as stated on the back of the Gift Card and will reduce the value of any remaining balance.

Privacy and Disclosures to Third Parties. Your Gift Card is not personal to you and anyone who has the Gift Card in their possession can use it. Your Gift Card may be used without identification by the bearer. You agree and acknowledge that we may disclose information about the Gift Card to our affiliates, our service providers, our accountants and auditors, the Purchasing Retailer, the HTA, the Retailers and others who assist us in providing the Gift Card and related services. We may also disclose information identifiable with your Gift Card as necessary to complete a transaction; comply with applicable laws; verify the existence and status of your Gift Card to third parties; as part of our analysis for internal purposes; as required for the protection of any third parties or us; in conjunction with the sale of the business of the Bank or SFS; with your consent; and as otherwise permitted by law. We may

also disclose to any third party information that originated from the Gift Card when such information is aggregated with other information and not specifically identifiable with the Gift Card.

Personal Data. We may collect information and take actions necessary to verify your identification. Your personal data will at all times be processed fairly and lawfully in accordance with the principles of the Data Protection Act 1998. You agree that SFS and the Purchasing Retailer may (i) retain and process all personal information given by you in connection with your purchase, registration or use of the Gift Card in order to allow for use of the Gift Card for purchases via the Internet (and that SFS may record this information both manually and/or on a computer database), (ii) disclose and transfer this personal information to the Purchasing Retailer, (iii) process such data outside the European Economic Area, and (iv) release personal information when appropriate to comply with the law; enforce or apply this Cardholder Agreement, which includes exchanging information with other companies and organisations for fraud protection and risk reduction. If you were not provided with the opportunity to opt in or out of receiving further marketing communication from SFS or the Purchasing Retailer as outlined above in clause (i) of this paragraph, this data will not be used for further marketing communications.

Programme Termination. The Gift Card programme may be terminated. If your Gift Card cannot be used after such termination, you will be entitled to surrender and redeem your Gift Card in the amount of the available balance of the Gift Card account by calling SFS at 0121 268 3210 at the time of the redemption. Until the Gift Card is surrendered, or until the balance of the Gift Card Account reaches zero, all fees will continue to apply. Enquiries concerning surrenders and redemptions should be made by calling SFS at 0121 268 3210.

Retailer Disputes, Returns and Exchanges. When you use the Gift Card, the Retailer should provide you with a receipt similar to a receipt that would be issued if you made the purchase using a credit or debit card. Please check the receipt to verify the transaction amount. If the amount is incorrect, you should notify the Retailer to correct the error. If you have a problem with a purchase or a dispute with a Retailer, you must deal directly with the Retailer. The Retailer is not an affiliate or agent of Bank or SFS. You agree and acknowledge that Bank, SFS, the HTA and Purchasing Retailer are not responsible for the goods or services purchased with the Gift Card. Furthermore, any returns or exchanges will be governed by the policies of the Retailer and applicable law. You may be required by a Retailer to present the retail receipt and the Gift Card when returning merchandise. Any credit to the Gift Card resulting from a return or exchange may not be available for use by you for up to ten (10) business days after the exchange or return. A credit to a Gift Card with a zero balance will reinstate the Gift Card. Any reinstated Gift Card will be subject to the terms and conditions of this Agreement (including any applicable fees).

Redemptions and Card Redemption Fee. If you elect to redeem and surrender your Gift Card for cash prior to the expiry date, a card redemption fee will be charged in the amount described below. You may redeem the available balance of the Gift Card account at any time, subject to the following terms. To request redemption, you must contact SFS at 0121 268 3210 and send the Gift Card to SFS together with a redemption form completed by you. You also will be required to present full identification along with evidence of your entitlement as the Cardholder. A redemption fee of £5 may be due and payable by Cardholder at the time of redemption, and if applicable will be deducted from the redemption remitted to you. The redemption will be remitted to you by transfer to your bank account in accordance with the instructions provided by you in the redemption form. A request for redemption may take up to thirty days to process, though we will make reasonable efforts to process the request sooner.

Errors, Locks, and Enquires. We reserve the right to correct the balance of your Gift Card account if we believe that a clerical or accounting error has occurred. We also reserve the right to lock your Gift Card from use or revoke the card if we suspect fraud or other unlawful activity, or if we do not receive funds from Purchaser in the full amount of the activated balance of the Gift Card. With respect to disputes, errors or other enquiries, you should call 0121 268 3210.

DISCLAIMERS AND LIMITS UPON LIABILITY. WE ACCEPT NO RESPONSIBILITY FOR THE GOODS OR SERVICES PURCHASED WITH THE GIFT CARD. SUBJECT TO ABOVE ALL CLAIMS FOR, LOSSES YOU SUFFER AS A RESULT OF YOUR ACTIONS OR LOSSES YOU SUFFER AS A RESULT OF OUR ACTIONS WHICH WERE NOT A FORESEEABLE CONSEQUENCE OF OUR ACTIONS ARE HEREBY WAIVED BY THE PURCHASER AND CARDHOLDER AND NEITHER BANK, SFS OR THEIR RESPECTIVE AFFILIATES OR AGENTS HAVE ANY LIABILITY (A) FOR UNAUTHORISED ACCESS TO, OR THE ALTERATION, THEFT OR DESTRUCTION OF, YOUR GIFT CARD THROUGH ACCIDENT, MISUSE, OR FRAUDULENT MEANS OR DEVICES BY A CARDHOLDER OR ANY THIRD PARTY, (B) FOR ANY DELAY OR INABILITY TO USE THE GIFT CARD THAT RESULTS FROM ANY CIRCUMSTANCES BEYOND THE CONTROL OF BANK OR SFS (INCLUDING ANY ACT OR OMISSION OF A RETAILER), OR (C) IF THE USE OF THE GIFT CARD IS SUSPENDED OR PROHIBITED BECAUSE IT HAS BEEN REPORTED LOST OR STOLEN, OR IS BELIEVED TO BE BEING USED FRAUDULENTLY OR

IN A SUSPICIOUS MANNER. THE BANK AND SFS DO NOT REPRESENT OR WARRANT THAT YOUR GIFT CARD WILL ALWAYS BE ACCESSIBLE OR ACCEPTED. WE ARE NOT LIABLE FOR THE REFUSAL OF A RETAILER TO ACCEPT THE GIFT CARD, OR THE FAILURE OF A RETAILER'S EQUIPMENT TO PROCESS A TRANSACTION.

Gift Card Issuer. The Gift Card is issued by the Bank to you, and the Bank undertakes the payment of settlements arising from your use of the Gift Card in accordance with this Agreement. The Bank reserves the right to assign, without recourse, its duties and obligations as issuer of the Gift Cards to another financial institution. SFS administers the Gift Card program in cooperation with the Bank. Correspondence about the use of the Card should be directed to SFS at Maddox House, Innovation Square, 117 Edmund Street, Birmingham B3 2HJ or by email to sfsupport@storefinancial.com or telephone SFS on 0121 268 3210.

No Compensation Scheme. You are hereby advised and understand that the Financial Services Compensation Scheme does not cover the Gift Card, the Gift Card account, or the Bank's liability to pay settlements and redemptions arising from the use of the Gift Card. You are further advised and understand that there is no similar scheme in place to compensate Cardholders in the event that the Bank is unable to satisfy any claims related to the Gift Card or this Agreement.

Void Where Prohibited by Law. In the event any provision of this Agreement is determined to be illegal or unenforceable, that provision will be eliminated or adjusted to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

Retain this Agreement, Gift Card Number and Receipt. This Agreement was provided to the Purchaser of the Gift Card. Purchaser and each subsequent Cardholder agrees to retain and provide this Agreement to subsequent Cardholders. A copy of this Agreement is also available online at www.getmybalance.com. The original receipt for the purchase of the Gift Card and the Gift Card number should be retained in case the Gift Card is lost, stolen or damaged, or for customer service purposes. The entire Gift Card number is printed on the back of the Gift Card, but is not printed on the Gift Card receipt. Please record the entire number and keep in a safe place.

Entire Agreement and Applicable Law. This Agreement, along with the terms on the back of the Gift Card and the Gift Card receipt, constitute the complete and exclusive statement of agreement between you and us regarding the Gift Card. This Agreement is subject to English law and to the exclusive jurisdiction of the English courts.

FOR INFORMATION OR COMPLAINTS ABOUT THE GIFT CARD PROGRAMME, PLEASE EMAIL YOUR QUESTIONS OR COMMENTS TO SFFEEDBACK@STOREFINANCIAL.COM

IN ADDITION, YOU MAY BE ABLE TO GET HELP WITH YOUR COMPLAINT FROM THE FINANCIAL OMBUDSMAN SERVICE WHO MAY BE CONTACTED ON 0845 080 1800 OR AT SOUTH QUAY PLAZA, 183 MARSH WALL, LONDON E14 9SR. THE OMBUDSMAN'S WEBSITE IS AT WWW.FINANCIAL-OMBUDSMAN.ORG.UK. TO ACCESS INFORMATION ABOUT YOUR GIFT CARD, YOU WILL BE REQUIRED TO KNOW THE ENTIRE GIFT CARD NUMBER.