

Diners Club®

TravelPASS application

(UK AND IRELAND)

87.88681

42.15517



TravelPASS application

(UK and Ireland)



APPLICATION FORM STEPS

- Please complete all blank fields where applicable • Please use BLOCK CAPITALS • Please check that all your details are correct
- Please complete the Direct Debit form and return with your completed application form
- Please ensure that this form is signed by an authorised signatory of your company (eg. Director, Partner or Company Secretary)
- Please complete and return your form to: Corporate Underwriting Department, Diners Club UK, PO BOX 66351, London E14 1GQ.

COMPANY INFORMATION

Company Name:	
Trading Name (if different):	
Please tick: Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Public Entity <input type="checkbox"/> Other <input type="checkbox"/>	
If other, please specify:	
Company Registration No:	
Year of Incorporation: Y Y Y Y	
Nature of Business:	

COMPANY ADDRESS

Building Name/Number:	
Street Name:	
Town/City:	
County:	
Postcode:	
Telephone No (inc. area code):	
Fax (inc. area code):	
Web Address: W W W .	

IF SUBSIDIARY COMPANY, PLEASE COMPLETE BELOW

Ultimate Parent/Holding Company Name:	
Parent/Holding Company Registration No:	
Building Name/Number:	
Street Name:	
Town/City:	
County:	
Postcode:	
Country:	
Telephone No (inc. area code):	
Fax (inc. area code):	

COMPANY BANK ACCOUNT DETAILS

Bank Name:	
Bank Address:	
Postcode:	
Bank Account Number:	
Bank Sort Code: - -	

ACCOUNT SETUP

Anticipated Total Annual Spend (must be completed): £/€	
Billing Date: (Please tick)	
Week 1 (3rd) <input type="checkbox"/> Week 2 (10th) <input type="checkbox"/> Week 3 (20th) <input type="checkbox"/> Week 4 (31st) <input type="checkbox"/>	

ACCOUNT MANAGEMENT INFORMATION COMPANY TRAVEL POLICY DECISION MAKER

Title: Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Other <input type="checkbox"/>	
Forenames:	
Surname:	
Position:	
Telephone No (inc. area code):	
Email Address:	

NOMINATED TRAVEL AGENT DETAILS

Agency Name:	
Contact Name:	
Street Name:	
Town/City:	
County:	
Postcode:	
Country:	
Telephone No (inc. area code):	
Fax (inc. area code):	
IATA No:	ABTA No:

ACCOUNTING CONTACT INFORMATION (THIS PERSON WILL RECEIVE STATEMENTS AND MAKE YOUR PAYMENTS)

Title: Mr Mrs Miss Ms Other

Forenames (inc. middle code):

Surname:

Position:

Department:

Address:

Town/City:

Postcode:

Telephone No (inc. area code):

Email Address:

If you wish to receive additional statement e-mail notifications please provide the recipient email address/s below:

PAYMENT METHOD

Please indicate how you will settle your account.

Direct Debit Bank Transfer BACS

PLEASE PROVIDE DETAILS OF ANY OTHER ACCOUNTS YOUR COMPANY CURRENTLY HOLDS WITH DINERS CLUB OR CITIGROUP.

Company Name:

Diners Club Account Number (if known):

INTERNAL USE ONLY

Source Code 1:

Source Code 2:

Fee Code:

DATA PROTECTION NOTICE

As part of this application for credit and any relevant insurance, We may search relevant records at the Credit Reference Agencies and fraud prevention agencies who will supply Us with both credit and identity information. The Credit Reference Agencies may add to the relevant record details of Our search whether or not the application proceeds successfully. Our search may be seen by other organisations that make searches.

Clause 19 and 20 of the Terms and Conditions sets out how we process the information contained in this application form. By signing this document, You confirm that You have read and understood clause 19 and 20 and that you consent to us dealing with the information in this way.

IMPORTANT - USE OF YOUR INFORMATION

Whether or not Your application is successful, You agree:

1. (a) We may send You information by SMS (text) messaging, fax, post or e-mail, or call You about products of Ours, or of companies within Our Group or of other organisations which may be of interest to You. We may do this even when the customer/business relationship has lapsed or terminated unless You tell us to stop as set out below; and

(b) We may pass Your details to companies of Our Group, to send You information by SMS (text) messaging, fax, post or e-mail or call You about their products.

2. YOU HAVE A RIGHT AT ANY TIME TO STOP US FROM CONTACTING YOU BY SMS (TEXT) MESSAGING, FAX, POST, TELEPHONE OR E-MAIL, OR GIVING YOUR DETAILS TO OTHERS FOR THESE PURPOSES. YOU MAY WRITE TO: DATA PROTECTION OFFICER, DINERS CLUB UK, PO BOX 66351, LONDON, E14 1GQ IF YOU WISH US TO STOP.

3. PLEASE TELEPHONE US ON FREEPHONE 08000 72 22 22 (IN THE UK) OR 1800 654 213 (IRELAND). IF YOU WANT TO HAVE DETAILS OF THOSE CREDIT REFERENCE AND FRAUD PREVENTION AGENCIES FROM WHOM WE OBTAIN AND TO WHOM WE PASS INFORMATION ABOUT YOU, YOU HAVE A LEGAL RIGHT TO THESE DETAILS. YOU HAVE A RIGHT TO RECEIVE A COPY OF THE INFORMATION WE HOLD ABOUT YOU IF YOU APPLY TO US IN WRITING: DATA PROTECTION OFFICER, DINERS CLUB UK, PO BOX 66351, LONDON, E14 1GQ. A FEE WILL BE PAYABLE.

DECLARATION

I/We warrant that we authorise Diners Club to contact our bankers or any other party to obtain information required to process this application.

We agree to be bound by all the Terms and Conditions stated herein including full liability for all charges incurred by use of the accounts established pursuant to this application.

SIGNED FOR AND ON BEHALF OF THE COMPANY, PARTNERSHIP, SOLE TRADER OR OTHER (ASSOCIATION OR GOVERNMENT AGENCY, ETC). PLEASE ENSURE THAT THIS IS DONE BY AN AUTHORISED SIGNATORY OF YOUR COMPANY.

Company Signature 1:

Title: Mr Mrs Miss Ms Other

Forenames:

Surname:

Position:

Date:

Company Signature 2:

Title: Mr Mrs Miss Ms Other

Forenames:

Surname:

Position:

Date:

Diners Club TravelPASS Account (UK and Ireland)

Terms and Conditions (TravelPASS)



These Terms and Conditions are important and should be read carefully. By using any Account Number issued to You, You demonstrate Your acceptance of these Terms and Conditions.

1. DEFINITIONS

In these Terms and Conditions:

- 1.1 "Account" and "travelPASS" means an account which Diners Club maintains for You in relation to Charges for Travel Services supplied by the Travel Agent.
- 1.2 "Account Number" means the number of the Account which We notify to You.
- 1.3 "Authorised Individual" means a person who is authorised by You to incur Charges on the Account and whose name and details have been given to the Travel Agent in accordance with clause 4.1.
- 1.4 "Balance" means the amount You owe Us on the Account.
- 1.5 "Billing Currency" means Pounds Sterling, or, if Your principal place of business is in Ireland, the Euro.
- 1.6 "Charge" means a debt incurred through the use of the Account Number at the Travel Agent for Travel Services, and other charges levied by Us in accordance with clause 9.
- 1.7 "Citigroup Privacy Promise" means the privacy statement set out at the end of these Terms and Conditions, as may be varied by Us by notice to You in writing from time to time.
- 1.8 "Data Protection Notice" means the Notice set out at the end of these Terms and Conditions, as may be varied by Us by notice to You in writing from time to time.
- 1.9 "Diners Club", "We", "Us", or "Our" means Citibank International plc trading as Diners Club UK and its successors and assigns and includes any person acting on its or their behalf.
- 1.10 "Diners Club Reference Exchange Rate" means the foreign exchange rate Diners Club will apply to transactions involving a currency conversion, as more particularly described in clause 9.2 of these Terms and Conditions.
- 1.11 "EEA" means the European Economic Area.
- 1.12 "Reference Manual" means the manual located at www.dinersclub.co.uk, including any amendments which we make to it in the future which sets out further information relating to the Account including details of the charges referred to in clause 7.
- 1.13 "Security Details" means Your Account Number, and Your user ID and password used to access and view Your electronic statements.
- 1.14 "Statement Date" means the date of Your statement being the date that Your statement displays the full set of Charges for the relevant month.
- 1.15 "Terms and Conditions" means these terms and conditions as may be amended from time to time.
- 1.16 "Travel Agent" means the travel agent specified on the application form which has entered into arrangements with Us for the supply of Travel Services to holders of Accounts.
- 1.17 "Travel Services" means scheduled and non-scheduled air travel, rail travel, hotel bookings and car hire where the Travel Agent acts as merchant (or where the Travel Agent acts as agent where the principal is a member of the International Air Transport Association, the Irish Travel Agents Association or the Association of British Travel Agents) together with all fees charged by the Travel Agent for its services including management fees and transactional fees, where these services are purchased for Your directors, offices or employees.
- 1.18 "Website" means the website with its homepage currently located at www.dinersclub.co.uk and any website which supersedes this website.
- 1.19 "You" and "Your" means the Company named on the application form requesting the Account.

2. MAIN SUBJECT MATTER OF THESE TERMS AND CONDITIONS

- 2.1 We have established by separate agreement, a special charge account scheme with the Travel Agent, known as the "travelPASS Account". Subject to Your compliance with these Terms and Conditions a travelPASS Account allows You to organise payment for Travel Services purchased on Your behalf.
- 2.2 In accordance with these Terms and Conditions, We shall purchase from the Travel Agent any debt owed to Us which has been created by Charges and You shall be liable to pay Us the full amount of such debt, together with any fees or charges We levy.
- 2.3 There is no pre-set limit on the amount that can be charged to the Account, however Diners Club may set a spending limit on the Account. We reserve the right to impose authorisation limits on the use of the Account in order to reduce the risk of fraud.
- 2.4 This agreement has no minimum duration and either party may terminate this agreement at any time by written notice in accordance with clause 11.
- 2.5 You agree to use the Account in accordance with these Terms and Conditions.

3. YOUR ACCOUNT

- 3.1 Your Account will be debited with all Charges and the costs and expenses incurred in the collection of overdue payments plus any cost incurred if You or any Authorised Individual fails to comply with any of these Terms and Conditions. You are liable to Us for all Charges which appear on Your statement.
- 3.2 No debt that was owed to the Travel Agent prior to Us notifying You of Your Account Number may be charged to Your Account and We may without liability to You refuse to accept such a Charge if submitted.
- 3.3 You cannot cancel Charges directly with Us. Where Travel Services are cancelled or unused You must contact Your Travel Agent to obtain credit against the original Charge. We shall only credit the Account with a refund if We receive an instruction from the Travel Agent to do so.
- 3.4 Your Account must not be used for certain categories of goods or services, to obtain tickets 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. In order to monitor Your compliance with this clause, We may query the Charges incurred on Your Account and may, in circumstances where We suspect a breach of this condition and without any liability to You refuse to accept a Charge if submitted.
- 3.5 If We accept late or partial payment of any Balance this does not affect, nor should it be treated as a waiver of any of Our 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 Us, by telephone or in writing, of any change to Your name, address or telephone number. We may request proof of the changes. If You fail to notify us of any changes and Your failure to do so causes Us loss or damage, You shall be liable for and shall reimburse Us for any such loss or damage.
- 3.7 You and/or any Authorised Individual may only use Your Account Number in accordance with these Terms and Conditions and in the course of Your business as specified in the application form. Under no circumstances whatsoever may You or Your employees, partners or directors use Your Account, Your Account Number and/or Your rights under these Terms and Conditions for purposes outside of the course of Your business for any personal reasons whatsoever.

4. YOUR ACCOUNT NUMBER

- 4.1 Your Account Number may only be used by an Authorised Individual. Before You may use Your Account Number You must inform the Travel Agent in writing signed by an authorised signatory of the business, of the name, business address and telephone number of the Authorised Individual(s) who may incur Charges.
- 4.2 We are not responsible for any decision by the Travel Agent not to accept the Account Number.
- 4.3 We may query Charges incurred on Your Account and may, without liability to You, refuse to enter into or approve any transaction or Charge.
- 4.4 If necessary, any reference needed in order to execute a payment transaction shall be the Account Number.
- 4.5 You give Your consent to the execution of a transaction by either You or an Authorised Individual giving the Account Number to a Travel Agent to authorise a transaction. Once You have given Your consent to a transaction in this way (either Yourself or through an Authorised Individual), the consent to the transaction may not be withdrawn unless such withdrawal is expressly agreed by Us.
- 4.6 You must ensure that an Authorised Individual uses the Account Number only for Charges that are authorised by You. We shall not be responsible for Charges that have been incurred by an Authorised Individual but have not been authorised by You. You shall continue to be liable to Us for all such Charges.
- 4.7 Failure by the Travel Agent to obtain the authority of an Authorised Individual to incur a Charge shall not relieve You of liability to pay Us for such Charge. You must contact your Travel Agent directly to obtain reimbursement in the event of a dispute. We shall only credit the Account with a refund if We receive an instruction from the Travel Agent to do so.
- 4.8 If You are a company to which section 1(I) of the Companies Act 2006 applies or if Your principal place of business is in Ireland Part Three of the Irish Companies Act 1990 ("Act") any Authorised Individual using the Account Number who is a director of such company (or a person connected with any such director within the meaning of the applicable Act) may only use the Account Number for Travel Services incurred on behalf of the company.
- 4.9 You will reimburse Us for any loss or damage caused by Your failure to ensure the compliance of an Authorised Individual with clause 4.7.

5. PROTECTING YOUR ACCOUNT

- 5.1 The care of Your Security Details is essential to prevent fraud and protect Your Account. You, and any Authorised Individual, must take reasonable steps to keep Your Security Details safe.
- 5.2 You must not disclose Your Security Details to any third party, except:
 - (a) to an Authorised Individual; and/or
 - (b) to the Travel Agent; and/or
 - (c) if reporting suspected misuse of Your Security Details.
 You must inform Us as soon as possible if You suspect or discover that an unauthorised third party knows Your Security Details.
- 5.3 If Your Security Details are misappropriated, subject to unauthorised use or not received, or You identify any unauthorised use or incorrect Charge on Your Account, You must inform Us immediately by telephoning customer services (contact details of which are set out in clause 23 of these Terms and Conditions and are shown on Your statements and elsewhere) in order for Your Account Number and/or Your Account to be blocked from further use. In such instances You and any Authorised Individual must cease use of the Account Number or the Account.
- 5.4 If You know or suspect Your Security Details are liable to misuse, You must not subsequently use them.
- 5.5 If We know or suspect Your Security Details are liable to misuse, We may take any action that We consider appropriate to stop or prevent the misuse, including giving to the police all information that We or the police consider to be relevant. You must co-operate with Us and the police in any investigation following misuse of Your Security Details.
- 5.6 If Your Security Details have been misused or are liable to misuse, We may issue replacement Security Details at Our discretion. We may levy a Charge for issuing the replacement Security Details.

6. LIMITS ON THE USE OF YOUR ACCOUNT NUMBER

- 6.1 We reserve the right to block, cancel or suspend Your Account Number at any time and without liability for objectively justified reasons related to:
 - (a) the security of Your Account Number;
 - (b) the suspicion of unauthorised or fraudulent use of Your Account Number;
 - (c) a significantly increased risk that You may be unable to fulfil Your liability to pay any amount of Your Account.
 We also reserve the right to block Your Account Number if You and/or any Authorised Individual fails to comply with Your obligations under these Terms and Conditions or if required by law to do so. In all circumstances, You may request that use of Your Account Number is reinstated by contacting Us. We will not be obliged to accede to that request until the reasons for blocking, cancelling or suspending Your Account Number cease to exist. We will not be liable to You and/or any Authorised Individual for any loss or damage suffered by You and/or any Authorised Individual resulting in any way from such blocking, cancellation or suspension.
- 6.2 We may refuse any particular transaction which does not satisfy all the relevant conditions as set out in these Terms and Conditions or the execution of which would be unlawful or otherwise contravene any applicable law or regulations, and We shall not be liable to You and/or any Authorised Individual for any such refusal. If You wish to know the reasons for the refusal, You must telephone customer services on the number set out in clause 23 of these Terms and Conditions and We will make available the fact of the refusal to You and, if possible, the reasons for the refusal and, where it is possible to provide reasons for the refusal and those reasons relate to factual matters, how You may resolve the position, unless giving such notification is prohibited by law.
- 6.3 You must not use or attempt to use the Account Number or Account while blocked or suspended or after it has been cancelled.
- 6.4 We may terminate Your right to use Your Account Number or Your Account at any time without liability for any reason if You and/or any Authorised Individual breaches these Terms and Conditions. We will not be liable to You and/or any Authorised Individual for any loss or damage suffered by You and/or any Authorised Individual resulting in any way from such termination.

7. LIABILITY FOR CHARGES AND LOSSES

- 7.1 We are not responsible for any claim for unauthorised or incorrectly executed Charges unless You have notified Us without undue delay upon

becoming aware of the Charge. You must notify Us within 60 days of the transaction date and in any event no later than 13 months after the transaction date, unless We have failed to make available information on that Charge as 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 Us at the earliest possible opportunity.

- 7.2 Where there is a dispute between Us and You and/or any Authorised Individual regarding an unauthorised Charge, We may apply a temporary credit to Your Account balance until such time as the dispute is settled. Where We agree an unauthorised transaction has occurred, We will refund the amount of the unauthorised Charge to You (unless We have already done so) and restore the Account to the state it would have been in had the unauthorised payment transaction not taken place. Nothing in these Terms and Conditions shall affect Your statutory rights.
- 7.3 You will only be liable up to a maximum of £50 for Charges You did not authorise Yourself (for example if the Security Details are misappropriated by an unauthorised third party and used by them) unless We can show that You, or an Authorised Individual, have acted fraudulently or with intent or gross negligence.
- 7.4 Where You acted fraudulently, You will be liable for all losses incurred, including any losses We suffer.
- 7.5 Unless You have acted fraudulently, You will not be liable for any losses incurred after You have notified Us of the misappropriation or authorised use of Your Account Number or Account or if We have failed at any time to provide the means for making that notification. Once You have notified Us of the misappropriation or unauthorised use of Your Account Number or Account, Your liability for any subsequent transactions on Your Account will cease and We will block or cancel the Account Number or the Account.
- 7.6 In circumstances where You are liable, We may, at Our discretion, limit Your liability to the first £50 of loss suffered by Us.
- 7.7 Examples of where You may have acted with intent or gross negligence include if You or any Authorised Individual do not keep Your Security Details safe or if You don't tell Us quickly once You become aware of any unauthorised use of Your Account Number or Account.
- 7.8 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 Travel Agent, provided the following conditions have been met:
 - (a) the authorisation given to the Travel Agent 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 could reasonably have expected, taking into account Your previous spending patterns, (and those of any applicable Authorised Individual), these Terms and Conditions and the circumstances of the case; and
 - (c) You make the request for a refund from Us within 8 weeks from the transaction date.

We reserve 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 justification for refusing a refund within 10 business days of Diners Club receiving Your refund request.

8. STATEMENTS

- 8.1 You will not receive paper statements, but will be able to access and view Your electronic statements via Our Website. Your statements will be accessible in the secure area of Our Website by use of Your user ID and password which We will issue You with.
- 8.2 We shall post the Charges on Your statement on an on-going basis when We receive the necessary details from the Travel Agent. Your statement shall usually show such Charges debited to Your Account since Your previous monthly statement, and the Balance. If, for any reason, You are unable to view Your statement for a period of more than seven days, You must contact Us immediately and We shall inform You of Your Balance to facilitate Your repayment of the Balance.
- 8.3 You may wish to save Your monthly statement and/or print it out. Past statements will be accessible via Our Website for a period of 12 months from each statement's Statement Date.
- 8.4 Each Charge shown on Your statement must be paid in full within 28 days from the statement date to avoid service charges without any set-off or counterclaim and whether or not You have used the Travel Services.
- 8.5 The Balance shall be payable by BACS or direct debit.
- 8.6 You must view Your statements on a regular basis. We will not inform You (other than by displaying such information on Your statement) of when Your statement displays the full set of Charges for the relevant month. Unless We receive any queries or complaints regarding a statement within 28 days of the Statement Date, We shall be entitled to assume that You agree that the statement is accurate. The provisions of this clause do not affect Your rights under clause 7.1 of these Terms and Conditions.
- 8.7 If You have an active direct debit facility in place, We shall make a direct debit request for payment of the Balance in full to Your bank approximately 22 days after the Statement Date. You must ensure that the direct debit instruction to Your bank provided to You by Us is completed fully and properly so that We are able to collect payment. You must not cancel Your direct debit instruction without first notifying Us.
- 8.8 The details reproduced on statements are provided to Us by the Travel Agent and/or the principals for whom the Travel Agent acts as agent. You acknowledge that failure by either of these parties to provide Us with full details of a Charge may result in that Charge not satisfying Our quality criteria. Notwithstanding clause 8.2, We may post such Charge with an incomplete description on Your statement and You agree that such incomplete description does not count as sufficient reason for You to delay or withhold payment of that Charge.
- 8.9 The Balance must be paid in the Billing Currency. If, however, We accept payment not made in the Billing Currency or made from an overseas bank account, the Account will only be credited with the net value after all conversion, collection, commission or other costs of clearing the funds have been deducted. The statement will show the amount in the origination currency, the Diners Club Reference Exchange Rate, the Diners Club mark-up included in the Diners Club Reference Exchange Rate and the net value of the Charge in the Billing Currency after conversion.
- 8.10 All Balances must be paid in full without set-off or counterclaim. This does not, however, affect any rights You may have against a Travel Agent with whom all claims should be settled direct.

9. Charges

- 9.1 Charges in a foreign currency will be converted into Your Billing Currency using the Diners Club Reference Exchange Rate on the day the transaction is processed by Us, which may not be the same date on which You put through the transaction as it depends on when the transaction was submitted to Us.
- 9.2 The Diners Club Reference Exchange Rate is comprised of a conversion rate based on interbank rates that We select from customary industry sources, with a Diners Club foreign currency conversion charge of 2.75% of the value of each foreign currency conversion charge incurred on your Account, which shall be added to that foreign currency conversion charge after conversion into your Billing Currency. Your statement will show the Diners Club foreign currency conversion charge that was applied for each transaction involving a currency conversion. You should be aware that if transaction amounts are converted by third parties prior to being submitted to Us, any conversion made by those third parties will

Diners Club TravelPASS Account (UK and Ireland)

Terms and Conditions



be at rates and may include a commission selected by them over which We have no control.

9.3 If, for whatever reason, a direct debit presented for payment has been returned to Us unpaid by Your bank, You must pay Us the Balance shown on Your statement by alternative means in cleared funds within 7 days of the date on which We notify You that We have been unable to collect payment. If You fail to pay the Balance in full within 7 days, We may refuse to accept any further Charges submitted and/or terminate Your Account.

9.4 A charge may be made for each direct debit presented for payment and returned to Us by Your bank. You acknowledge that the decision to return a direct debit request or cheque lies solely with Your bank and We are under no obligation to query or verify such decision. Any dispute that You may have concerning the return of a direct debit or cheque presented for payment by Us should be dealt with directly with Your bank without any liability attaching to Us.

9.5 A service charge at Our prevailing rate of 1.75% shall be made on any Charge(s) shown on any statement which is not paid within twenty eight days of the date of the statement on which it first appears. Further monthly service charges shall be payable after that until full settlement of the total amount outstanding (including charges) is received.

9.6 In the event that We write to You as a result of any breach of these Terms and Conditions, You may also have to pay Diners Club charges for such communication.

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

9.8 If any Balance is not settled promptly, You are liable to reimburse Us on a full indemnity basis for all costs incurred in the collection of the Balance, including legal costs and expenses. Where We instruct a debt collection agency to collect the Balance on Your 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 We may vary the Charges, which apply by updating the relevant section(s) of the Reference Manual which is accessible via Our Website. We shall inform You in advance in writing or by e-mail if We update the Reference Manual. If You require written notification of variations to Charges, please write to Us and We will send You details of the current Charges free of charge.

9.10 Charges are payable both before and after any judgment.

9.11 The imposition of charges is without prejudice to Our right to revoke Your right to use Your Account Number and to demand from You immediate recovery of the Balance (including Charges) and a reimbursement of any collection and/or legal costs and expenses.

9.12 We are not responsible if a Travel Agent fails to disclose any surcharges for the use of the Account Number or, if a currency conversion is offered by the Travel Agent, all charges and the exchange rate to be used for that conversion.

10. REPAYMENTS

10.1 We may use Your payments to pay off the outstanding Charges in any order We choose.

10.2 We 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 Subject to clause 10.5, We recognise non-payment by You of Charges for a limited number of specified reasons only. Please see the list of valid reasons as set out in section 9 of the Reference Manual located at www.dinersclub.co.uk, or write to Us and We will send You details of the current valid reasons free of charge.

10.4 When You have notified Us that You dispute a Charge for any of the reasons specified in section 9 of the Reference Manual, We will:

(a) enquire of the Travel Agent whether it regards such Charge to have been properly incurred; and
(b) specify a period of time within which We shall reverse the Charge if both You and the Travel Agent agree.

In the event of either a continued dispute between You and the Travel Agent about a Charge, or the expiry of the specified time period, We may process such Charge to Your Account and You will be solely responsible for obtaining a refund from or resolving any dispute with the Travel Agent directly.

10.5 If You have an active direct debit facility in place, We will not recognise non-payment by You of a Charge for any reason. You must contact Your Travel Agent direct to obtain reimbursement in the event of a dispute. If We receive an instruction from the Travel Agent to refund Your Account, We shall deduct the value of the Charge from a subsequent Balance.

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

11. CLOSING THE ACCOUNT

11.1 You may terminate this agreement at any time free of charge by written notice to Us. Termination is effective only on Our receipt of the notice.

11.2 We may terminate this agreement by written notice to You. Termination shall be effective on the date specified in this notice, but in any case the notice period given shall not be less than two (2) months.

11.3 We may revoke Your right to use Your Account entirely or the right to use Your Account for any particular Charge. We shall not in any circumstances be liable to You in respect of any statement or other communication relating to or arising out of such revocation of Your Account. Use or purported use of Your Account Number prior to the commencement date of Your Account, or after any expiry date or date of revocation, is prohibited.

11.4 You must ensure that there are no Charges after Your Account has been terminated. You should cancel any authority or standing instruction You may have with the Travel Agent. 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 Account, even if payment to the Travel Agent by Us is not made until after Your Account is terminated.

11.5 We shall refuse to accept Charges incurred on the Account after it has been terminated. You should cancel any authority, or standing instruction You may have with the Travel Agent. You must ensure all recurring payments set up in relation to the Account are cancelled immediately upon termination, cancellation or suspension of Your Account or Account Number.

11.6 The Account will be considered closed when all liabilities to Us under these Terms and Conditions are paid.

12. CLAIMS AGAINST THE TRAVEL AGENT

12.1 We are not responsible for the Travel Services or the standard, quality or suitability of any Travel Services purchased from the Travel Agent using Your Account.

12.2 To the fullest extent permitted by law, You have no rights under the Contract (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of any contract between You and the Travel Agent as against Diners Club and made pursuant to this agreement.

13. BREACH OF TERMS AND CONDITIONS

If You are in breach of these Terms and Conditions, then Diners Club may give You notice and demand immediate repayment of all outstanding amounts due together with service charges and reimbursement of collection and legal costs.

14. CHANGES

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

14.2 We 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.

14.3 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.

14.4 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 agreement.

14.5 You agree that changes to the Diners Club Reference Exchange Rate will be made immediately and without notice to You.

15. COMMUNICATIONS

15.1 Any notice sent by Us shall be deemed validly delivered when sent to Your most recently supplied address or if sent by e-mail on Our receipt of a notification of delivery. Any notice placed by Us in a national newspaper shall be deemed validly served on the day after such publication occurs.

15.2 All communications will be in English, unless agreed otherwise.

15.3 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 We are required by law to provide on paper or on another durable medium. We may satisfy this request by making the relevant documentation available online on Our Website.

16. TRANSFER

16.1 You may not assign any of Your rights or liabilities under this agreement to any person.

16.2 We 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 Our rights to obtain payment of those sums; and
- (b) Our rights and obligations under these Terms and Conditions.

17. LIABILITY

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

17.2 In addition, We will not be liable to You for any breach of a requirement imposed on Us as a payment service provider because of abnormal or 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 You accept liability for the acts and omissions of Your sub-contractors or employees in connection with these Terms and Conditions and You accept responsibility for all resulting loss or damage sustained by Us.

17.4 To the maximum extent permitted by applicable law, We shall not be liable to You for any special, indirect or consequential loss, damages or expenses, nor shall We be liable to You for loss of reputation, loss of business, revenue or profits, loss of bargain, loss of opportunity, loss of goodwill, business interruption, economic loss, loss of use or data, loss of savings or anticipated savings whether or not foreseeable occurring as a result of Our defaults, errors, acts or omissions in connection with these Terms and Conditions or the defaults, errors, acts or omissions of any of Our employees, contractors or subcontractors save insofar as these were made fraudulently.

18. INDULGENCE

Any concession or waiver that We may grant to You shall not affect Your obligations under these Terms and Conditions or Our right to enforce those obligations or exercise any other rights, options or remedies under these Terms and Conditions.

19. USE OF YOUR INFORMATION

19.1 We may disclose to the Travel Agent, at any time, details of any transaction or indebtedness that may exist between You and Us.

19.2 Diners Club may search and register information about You, and/or Account, and Your Officers, directors or partners with a credit reference agency and a fraud prevention agency both of which other organisations will have access to when they carry out similar searches. Fraud prevention agencies may use the information we provide about you and supply it to other organisations for use by them to prevent fraud and money laundering, for example when: (i) checking details on applications for credit and credit related or other facilities; (ii) managing credit and credit-related accounts or facilities; (iii) recovering debt; (iv) checking details on proposals and claims for all types of insurance; and (v) checking details of job applicants and employees. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may use information you provide to us. We and other organisations may access and use information from other countries recorded by the fraud prevention agencies. Details of the agencies are available from the individual referred to in clause 20.1. You have a legal right to these details. Diners Club and the agencies may also use the information for statistical analysis about credit, insurance, fraud and to carry our market research.

19.3 Diners Club values your privacy and will hold in confidence information about you and your Account. However in certain circumstances, we may disclose this information, for example:

(a) if permitted by these Terms and Conditions or Your original application;

(b) if required to do so by any court order or similar process;

(c) if required or permitted to do so by law or by the rules of any regulatory body of which We are a member or whose rules or provisions apply to Us such as the Financial Services Authority or Office of Fair Trading;

(d) to the USA and other countries (where necessary) outside the EEA to administer and service Your Account. You understand that Data Protection laws are not as comprehensive in the USA and other countries as in the EEA. However, where such a disclosure takes place We will ensure a contract is in place to ensure the level of protection for Your data is maintained. Please telephone 08000 72 22 22 (In the UK) or 1800 654 123 (Ireland) if You wish to receive details of those countries where Your data may be transferred to be processed;

(e) if We are under a public duty to disclose;

(f) if it is in Our own interests;

(g) at Your request or with Your consent.

19.4 Credit searches and other information that is provided to Us and/or the credit reference agencies about You and those with whom You are linked financially may be used by other companies and Us if credit decisions are made about You.

19.5 Information held about You by the credit reference agencies may already be linked to records relating to one or more of Your partners. For the purposes of this application You may be treated as financially linked and Your application assessed with reference to any "associated records". If You have told Us of some financial association with another person, You are declaring that You are entitled to:

(a) disclose information about anyone else referred to by You;

(b) authorise Us to search;

(c) link or record information at credit reference agencies about You and anyone referred to by You.

19.6 An "association" between You and anyone You tell Us is Your financial partner will be created at the credit reference agencies. This will link Your financial records, each of which will be taken into account in all future applications made either by You, or both of You. This will continue until one of You successfully files a disassociation at the credit reference agencies.

19.7 We may pass information about You confidentially to Diners Club International, Diners Club Europe, CitiFinancial Europe plc, Our Parent Company, Citigroup Inc and their affiliates ("Our Group"). This may require Diners Club to export Your data to the USA and other countries where necessary which are outside the EEA and do not maintain the same Data Protection laws as EEA countries. (Please refer to 19.3 (d)).

19.8 We may also pass information about You for fraud prevention and tracing purposes.

19.9 We will verify and record information supplied by You as part of the fight against terrorism and to prevent money laundering activity.

19.10 We may also disclose such details to organisations within Our Group or other third parties where it is reasonably necessary to do so for processing Your dealings with them or Us or to enable them to provide services to You.

20. DATA PROTECTION

20.1 Diners Club data controller is Citibank International plc trading as Diners Club UK. You must inform each Authorised Individual and any other person using Travel Services of the identity of this data controller. You must ensure that each Authorised Individual and any other person using Travel Services is notified that his or her personal information and information about any Travel Services obtained under the Account may be used as set out in the attached Data Protection Notice. You should note that Our nominated representative dealing with data protection issues can be contacted by writing to DATA PROTECTION OFFICER, CITIBANK INTERNATIONAL PLC TRADING AS DINERS CLUB UK, PO BOX 66351, London E14 1GQ.

20.2 You must obtain the consent of each Authorised Individual and any other person using Travel Services to the use of their personal information as set out in the attached Data Protection Notice, sufficient for Us to meet the obligations of the Data Protection Act 1998, as amended, modified or updated and all other data protection laws, regulations or codes of conduct. You must ensure that the appropriate consent of each Authorised Individual is given on the travel request form.

20.3 You warrant that each Authorised Individual who uses Travel Services has consented to the use of their personal information by Us in accordance with this clause 20 and the Data Protection Notice. You warrant that all personal information relating to an Authorised Individual or other person using the Travel Services processed by You, will be carried out using security measures at least as stringent as those incumbent on a data controller under the Data Protection Act 1998, as amended, modified or updated, if applicable.

20.4 You agree to indemnify Us for any loss or damage (including any penalty or compensation payable to any Authorised Individual or user) We sustain as a result of Your failure to fulfil clauses 20.1 to 20.3.

20.5 Diners Club shall be entitled to disclose to the Travel Agent details of any Charges incurred or any indebtedness that may exist between Diners Club and You. All information supplied shall be jointly owned by Diners Club and the Travel Agent from through, by or with which the information originated.

20.6 If Your Account is closed for any reason We will hold information about You and Your Account for no longer than is absolutely necessary.

20.7 As part of Diners Club customer service and for staff training Diners Club may, from time to time, monitor and/or record telephone conversations. This will either be done by Diners Club or reputable agencies on its behalf.

21. LAW

These Terms and Conditions and all matters arising out of the issue and use of Your Account are subject to the laws of England and the jurisdiction of the English courts.

22. REASONABLENESS

If any of these Terms and Conditions is found by a court to be unreasonable, then You agree that the court may amend that Term or Condition so that it complies with any test of reasonableness. It shall then continue in force and effect as amended by the court.

23. CUSTOMER SERVICES

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

UK: 0870 1900 011

Ireland: 0818 3000 26

International: 00 44 1 252 513 599

© Registered mark of Diners Club International, New York. Citibank International plc trading as Diners Club UK is a company registered in England: 01088249

Registered office: Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB. VAT No. 429625629. Effective 01.04.2010 until further notice. Citibank International plc is authorised and regulated by the Financial Services Authority. FSA Reference Number 122342.

All cards are issued and accounts operated by Citibank International plc trading as Diners Club UK alone.