

Courtesy of Coutts Terms and Conditions



Terms & Conditions

1. The Courtesy of Coutts YourPoints loyalty scheme (the Scheme) is operated by Coutts & Co (the Bank) and is available to principal holders of a Coutts World Card, Coutts Gold Card and holders of a Coutts Business Card (an Account) who are registered with the Bank for participation in the Scheme in accordance with condition 3 below (a Participant).
2. These Scheme terms and conditions govern the collection and use of points earned in relation to the Scheme and are additional to the terms and conditions of use relating to any applicable Account.
3. A Participant may leave the Scheme at any time upon notifying the Bank, and the Bank may exclude any Participant from the Scheme with immediate effect if they breach any of the terms and conditions of their Account or the terms and conditions of the Scheme. If a Participant is excluded from the Scheme they will be notified as soon as reasonably possible. In the case of Business Cardholders, notice will be given to the company in whose name the Business Card agreement is held. The company may also withdraw their cardholders from the Scheme with no notice being given to the cardholder.
4. The amount of total expenditure, less refunds shown on a Participant's monthly card statement (a Statement) will qualify for the Scheme if:
 - a) it is in respect of payment for purchases (other than purchases referred to in condition 6 below); and
 - b) it is in respect of payment for purchases (other than purchases referred to in condition 6 below) made on any Additional Coutts World or Gold Card issued on the Account.
 - c) it appears in a Statement dated after the Participant has successfully registered with the Bank to participate in the Scheme.
5. Where transactions are made using an Account that qualifies for the Scheme, one point is awarded for every £1 of aggregate expenditure appearing on the Statement. The Bank may vary the number of points awarded for every £1 of aggregate expenditure appearing on the Statement, provided that the Participant will be given reasonable prior notice of any such variation. Points shall at all times remain the property of the Bank, including after they have been awarded to a Participant. Points have no cash value.
6. The following transactions do not qualify for, and will not earn points in respect of, the Scheme:
 - a) cash advances;
 - b) balance transfers;
 - c) money transfers;
 - d) transactions which are treated as cash advances in accordance with the conditions of use of an Account, eg purchase of foreign currency and travellers cheques;
 - e) interest, fees and other charges; and
 - g) other debits which in accordance with the Bank's practice are not treated as payment for purchases such as the transfer of a debit balance from or to an Account.
7. In the case of any refund or cancellation of a transaction the Participant's points balance will be adjusted to reflect what the position would have been if the refunded or cancelled transaction had not been made.
8. A Participant's points balance and any changes to that balance will be shown at www.coutts.com/courtesyof or may be obtained by calling 020 7309 0045 or 01268 508 672 for Business cardholders. Information about points earned will also be provided in the Participant's Statement.
9. Any points earned on qualifying transactions made using an additional card issued in respect of any Coutts World or Gold Account will be awarded to the principal cardholder on the Account. Additional cardholders in respect of any Account are not Participants and cannot earn, use or redeem points in respect of the Account for which they hold an additional card.
10. The Bank may, at its discretion, refuse to award points to a Participant in respect of any transaction which qualifies for the Scheme but which is made in any month in which the Participant is in breach of any of the terms and conditions of their Account or the terms and conditions of the Scheme.
11. The Bank may cancel any points which have been earned by a Participant but are unredeemed, if:
 - a) the Participant breaches any terms and conditions of their Account;
 - b) the Participant breaches the terms and conditions of the Scheme;
 - c) no transactions are made using the Account which qualify for the Scheme for 60 continuous calendar months;
 - d) the Account is closed for any reason by the Participant or the Bank;
 - e) the Participant leaves the Scheme;
 - f) the Participant ceases to be a Coutts Business Cardholder;
 - g) the Participant is excluded from the Scheme by the Bank; or
 - h) the Scheme ends for any reason.

Once this has happened the Participant will no longer be able to redeem the points.
12. Points can only be earned, held, transferred or redeemed as set out in these Scheme terms and conditions. Any other use, sale, exchange or transfer of points, or any attempt to do so, shall be a breach of these Scheme terms and conditions.
13. Where a Participant holds more than one Account, any Points earned in respect of all Accounts may be combined and assigned to a primary Account nominated by the Participant. Points cannot normally be transferred from a Participant to any other person, however points may be transferred upon a Participant's death provided that the Bank receives reasonable evidence of the legal division of points, and the person to whom the points are transferred is also a Participant.

Terms & Conditions (continued)

14. Provided that a Participant has sufficient points available for redemption their points may be redeemed in exchange for goods, services and/or discounts from such companies as we may notify to Participants from time to time (Suppliers). An up-to-date list of Suppliers is available by contacting the Bank at any time.
15. Goods, services and/or discounts offered by Suppliers, and the number of points which need to be redeemed in order to get them, will be notified to Participants from time to time and are subject to availability. Transactions in which points are redeemed are made directly with the relevant Supplier, and the Bank has no responsibility for the quality, standard or provision of the goods or services in respect of which points were redeemed or the failure of any Supplier or other person to honour any discount or other arrangement.
16. Points earned in relation to the Scheme will be redeemed by Participants for goods, services and/or discounts provided by Suppliers, and the Bank will pay the relevant Supplier third party consideration for the goods, services and/or discounts it provides to Participants.
17. The provision of goods, services and/or discounts by Suppliers is subject to the Supplier's then current terms and conditions, and Suppliers will not be treated as agents nor will the Bank be treated as agent of a Supplier for any purpose.
18. Additional cardholders in respect of any Coutts World or Gold Card shall have no rights under the Contracts (Rights of Third Parties) Act 1999 in respect of the Scheme and these terms and conditions. The Bank will only be liable to a Participant who suffers loss as a result of the Bank's breach of these terms and conditions and, if so, the Bank's sole liability will be to credit the affected Participant with any points which have been incorrectly deducted, withheld or cancelled. These Scheme terms and conditions do not exclude or limit the Bank's liability for death or personal injury caused by its negligence.
19. The Participant is responsible for the security of any security code, password or other information used to access and/or use points issued in respect of the Scheme. The Bank will not be responsible for any unauthorised use of points caused by any such unauthorised disclosure.
20. The Bank shall have no responsibility in respect of any personal tax liability, which may arise if points issued in connection with the Scheme are awarded in respect of business expenditure or any other reason including change in law.
21. The Bank reserves the right to vary these terms and conditions or to terminate or change the Scheme at any time provided that the Participant or the company in whose name the Business Card agreement is held will be given reasonable prior notice of any such variation or termination. Continuing to earn or redeem points under the Scheme will constitute acceptance by a Participant of any variation to the Scheme terms and conditions of which they have been previously notified.
22. These terms and conditions will prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials and they do not affect the statutory rights of the Participant.
23. If the Bank sells or transfers the Scheme, or subcontracts the management or operation of the Scheme it may transfer all of its rights and obligations under these terms and conditions without any consent from Participants.
24. The laws of England and Wales shall govern these terms and conditions and the Courts of England and Wales shall have exclusive jurisdiction for settlement of disputes arising in respect of them.

Wine Service Terms & Conditions

Participants may redeem points for the wines shown on the Courtesy of Coutts website from time to time. Wines are offered to participants by Lay & Wheeler Ltd (The Company).

Points may be redeemed for the wines shown on the website, either by placing an order on the website, or by telephone. To redeem by telephone, please call 020 7309 0045 (World and Gold Cardholders) or 01268 508 672 (Business Cardholders). Calls may be recorded.

This offer is available only to persons over 18 and (in the case of overseas recipients) only available for delivery to persons legally entitled to receive and consume alcohol.

The Company will not be liable for failure to meet agreed obligations due to prevailing circumstances beyond its reasonable control.

All contracts are governed by English law and jurisdiction.

Participants are requested to carefully check all goods at the time of delivery. The delivery or carrier's note should be signed noting any shortages or breakage. The Company cannot accept claims for shortages or breakages not recorded in this way. In any case claims must be made to The Company within three days of delivery.

Lay & Wheeler takes considerable pride in the accuracy and diligence of its employees and agents, and will endeavour to satisfy customers' requirements wherever possible. So far as the law permits however the company shall not be liable for consequential loss or damage in any respect.

All prices include duty and VAT.

Delivery to UK addresses is included in the points price and your wines will be delivered within eight working days from the date of order.

All orders regardless of value, for delivery beyond UK mainland, are subject to a surcharge. A quote will be supplied on request.

Lay & Wheeler does not accept any responsibility for late or non-delivery of goods arising from incorrect delivery information being provided, nor for the inability of the carrier to effect delivery within the terms of the service contract.

If you are not home when its carrier attempts delivery, they will leave a card giving a contact number which you may use to re-arrange the delivery; however they will attempt a second time. Alternatively, collection from the depot can be arranged; the consignment will be held for a short time before being returned to Lay & Wheeler. Please note that participants will be liable for the re-despatch cost of £15.95 on any consignment that has been returned to Lay & Wheeler undelivered. For example, an undelivered gift order where the recipient has been unable to take delivery.

Lay & Wheeler has authorised our carriers to deliver only when a signature for receipt is obtainable. However, where specific instructions are given to leave the wine without a signature being obtained, or to leave the consignment at an address other than that of the customer; Lay & Wheeler cannot accept responsibility for loss or damage arising as a result of carrying out those instructions. Once an order has been processed, The Company is unable to change any delivery information.

Your Information

By ordering wine through the Scheme, you authorise Coutts to pass your name, points account number, points balance, contact details and your chosen delivery address to Lay & Wheeler Ltd in order that they may fulfil your order direct.

By allowing your personal information to be submitted to Lay & Wheeler you consent to the use of that information as set out in these Terms and Conditions and Lay & Wheeler's Privacy Statement. These may change at any time, but will be set out within this document. Continued use of a service will signify that you agree to any changes.

Lay & Wheeler's Privacy Statement

Lay & Wheeler is a signatory to the Wine & Spirit Association Code of Practice on Distance Selling, including Data Protection. Information is held for the purpose of maintaining customer records, and Lay & Wheeler undertakes to discharge its duties under current legislation.

Lay & Wheeler may use your personal information for the following purposes:

- To fulfil the purchases you make with your points through the Courtesy of Coutts website or by telephone, or any other requests we receive from you.
- To provide you with the highest possible level of service.
- For other administrative purposes and internal analysis.

Lay & Wheeler takes your privacy very seriously and will not disclose your details to any third party without your permission.

The Company employs third party service providers to perform various functions on its behalf. Examples include fulfilling orders, delivering wine, analysing data and providing marketing assistance. These service providers have access to the personal information they need to perform the service, but may not use it for other purposes. These providers are required to act within the provisions of the UK's Data Protection Act. For the purposes outlined above Lay & Wheeler may transfer information to countries outside the European Economic Area (EEA). While it will ensure that the data is transferred within the provisions of the UK's Data Protection Act, the legislation for each country outside of the EEA offers differing levels of protection.

The Company may be required to disclose your information if required by any applicable law or regulation.

Lay & Wheeler adheres to the rules of the UK Data Protection Acts 1984 and 1998 relating to the storage and disclosure of any personal information. This prevents unauthorised access or use of the data. Its security procedures mean it may request proof of identity before it can disclose information to you.

Calls may be recorded.

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