

# Diners Club thetrainline Statement Account (UK) Terms and Conditions

These Terms and Conditions are important and should be read carefully. By using the Diners Club Statement Account issued to You, You confirm acceptance of them.

## 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 "Authorised Individual" means a person who is authorised by the Company to incur Charges on the Account and whose name and details have been given to thetrainline in accordance with clauses 4.1, 4.2, 4.3, and 4.4.
- 1.3 "Balance" means the amount you owe Diners Club on the Statement Account.
- 1.4 "Billing Currency" means Pounds Sterling.
- 1.5 "Card Number" means the number relating to the Statement Account which is used by thetrainline to record all Charges.
- 1.6 "Charge" means a debt incurred through the use of the Card Number by thetrainline for Travel Services, and other charges levied by us in accordance with clause 5.7 and clause 7.
- 1.7 "Company", "you" and "your" refers to the Company named on the application form at which request the Statement Account is issued to and who agrees to be responsible for all amounts incurred through its use.
- 1.8 "Data Protection Policy" means the policy set out at the end of these Terms and Conditions, as may be varied by Diners Club by notice to you in writing from time to time.
- 1.9 "Diners Club", "we", "us" and "our" means Diners Club UK Ltd and its successors and assigns and includes any person acting on our or their behalf and for the avoidance of doubt does not include thetrainline.
- 1.10 "EEA" means the European Economic Area.
- 1.11 "Statement Date" means the date your statement displays the full set of Charges for the relevant month.
- 1.12 "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 Travel Services supplied by thetrainline.
- 1.13 "Security Details" means the thetrainline 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 "thetrainline" means the companies which make up thetrainline Holdings Ltd.
- 1.15 "Travel Services" means the booking of all or any of rail, travel, hotel, travel insurance and car hire or other services with thetrainline.
- 1.16 "Terms and Conditions" means these terms and conditions as may be amended from time to time.
- 1.17 "Website" the website with its home page currently located at [www.dinersclub.co.uk](http://www.dinersclub.co.uk) and any website which supersedes this website.

## 2 Main Subject Matter of Terms and Conditions

- 2.1 Diners Club have established, by separate agreement, a special credit statement account scheme with the thetrainline, known as the "thetrainline Statement Account". Subject to your compliance with these Terms and Conditions, a Statement Account allows you to organise payment for Travel Services purchased on your behalf.
- 2.2 Diners Club shall purchase from thetrainline any debt owed to it which has been created by Charges and you shall be liable to pay Diners Club the full amount of such debt, together with any fees or charges Diners Club levy.

## 3 Your Account

- 3.1 Your Statement Account will be debited with all Charges. 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 thetrainline prior to Diners Club notifying you of your Account Number 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 may not cancel a Charge directly with Diners Club. Where Travel Services are cancelled or unused, you must contact thetrainline 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 thetrainline to do so.
- 3.4 Your Statement Account must not be used 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, 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 Travel 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 Balance 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 of any change to your address or telephone number. 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 reimburse Diners Club for 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 application form. Under no circumstances whatsoever may you or your 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.

## 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 thetrainline 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 the Company. It is the Company's sole responsibility to ensure that only Authorised Individuals have access to the thetrainline online account booking system and the Statement Account. Diners Club shall not be responsible for Charges that have been incurred by an Authorised Individual or any other person by using Security Details but have not been authorised by you. The Company shall continue to be liable to Diners Club for all such Charges.
- 4.4 Failure by thetrainline 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 thetrainline 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 thetrainline to do so.
- 4.5 If you are a relevant company for the purpose of Part X of the Companies Act 1985 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.
- 4.6 You will reimburse Diners Club for any loss or damage caused by your failure to ensure the compliance of an Authorised Individual with clause 4.5.

## 5 Protecting Your Account

- 5.1 The Company and any Authorised Individual, must keep your Security Details safe.
- 5.2 The Company and any Authorised Individual must not disclose your Security Details to any third party, except:
  - (a) to an Authorised Individual; and/or
  - (b) to thetrainline; and/or
  - (c) if reporting suspected misuse of your Security Details to Diners Club.
- 5.3 If you know or suspect that your Security Details are liable to misuse, you must inform both Diners Club and thetrainline immediately by telephone or facsimile.
- 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, Diners Club may take any action that Diners Club 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 Diners Club and the police in any investigation following misuse of your Security Details.
- 5.6 You shall be liable for all loss Diners Club suffers arising from any unauthorised 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 thetrainline or may advise thetrainline to do so directly. Diners Club may levy a charge for issuing the replacement Security Details.

## 6 Statements.

- 6.1 You will not receive paper statements, but will be able to access and view your electronic statements via the Diners Club Website. Your statements will be accessible in the secure area of the Website by use of the user ID and password, which Diners Club will issue to you.
- 6.2 Your statement shall show all Charges debited to your Statement 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 7 days, you must contact Diners Club immediately and Diners Club shall inform you of your Balance to facilitate your repayment of the Balance.
- 6.3 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 12 months from each statement's Statement Date.
- 6.4 Each Charge shown on your statement is due for payment to Diners Club on the date that Charge appears on the statement, in full and without any set-off or counterclaim and whether or not you have used the Travel Services.
- 6.5 The Balance shall be payable by cheque, electronic bank transfer or direct debit to reach Diners Club within 30 days of the Statement Date.
- 6.6 You must view your statements on a regular basis. Diners Club 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 Diners Club receives any queries or complaints regarding a statement within 28 of the Statement Date, then it shall be deemed that you agree that the statement is accurate.
- 6.7 If you have an active direct debit facility in place, Diners Club shall make a direct debit request for payment of the Balance in full to your bank 23 days after the Statement Date. You must ensure that the direct debit instruction to your bank provided to you by Diners Club is completed fully and properly so that Diners Club are able to collect payment. You must not cancel your direct debit instruction without first notifying Diners Club.
- 6.8 The details reproduced on statements are provided to Diners Club by thetrainline and/or the principals for whom thetrainline 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.
- 6.9 The Balance must be paid in the Billing Currency. If, however, Diners Club accept payment not made in the Billing Currency or made from an overseas bank account, the Statement Account will only be credited with the net value after all conversion, collection, commission or other costs of clearing the funds have been deducted.

## 7 Charges

- 7.1 Charges in a foreign currency will be converted into your Billing Currency at the foreign exchange rate applied by Diners Club on the day that those Charges are applied to the Statement Account. There will also be a foreign currency conversion charge added to any foreign currency Charge. Such charges will be applied to the Statement Account at the rate then prevailing. Please contact Diners Club for the current rate.
- 7.2 If, for whatever reason, a direct debit or cheque presented for payment has been returned to Diners Club unpaid by your bank, you must pay Diners Club the Balance shown on your statement by alternative means 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.
- 7.3 A charge may be made for each direct debit or cheque presented for payment and returned to Diners Club by your bank. You acknowledge that the decision to return a direct debit request or cheque 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 cheque presented for payment by Diners Club should be dealt with directly with your bank without any liability attaching to Diners Club.
- 7.4 A service charge at our prevailing rate shall be made on any Charge(s) shown on any statement which is not paid within 30 days of the date of the statement on which it first appears. Further service charges shall be payable every 30 days after that until full settlement of the total amount outstanding (including charges) is received.
- 7.5 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 7. The service charges shall be due and payable to Diners Club notwithstanding that thetrainline might subsequently refund the original Charge to which those charges have been applied.
- 7.6 If any Balance is not settled promptly, you are 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.
- 7.7 Charges are payable both before and after judgment.
- 7.8 The imposition of Charges is without prejudice to Diners Club 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.

## 8 Repayments and Disputed Charges

- 8.1 Diners Club may use your payments to pay off the outstanding Charges in any order Diners Club chooses.
- 8.2 Diners Club may use any money held in one account in the Company's name to pay any debt due on any other account in your name.
- 8.3 In the event of either a continued dispute between you and thetrainline about a Charge, Diners Club may process such Charge to your Statement Account and you will be solely responsible for resolving any dispute with thetrainline directly.
- 8.4 If you have an active direct debit facility in place, Diners Club will not recognise non-payment by you of a Charge for any reason. You must contact Diners Club to obtain reimbursement in the event of a dispute. In the event that Diners Club receives an instruction from thetrainline to refund your Statement Account, we shall deduct the value of the Charge from a subsequent Balance.
- 8.5 Diners Club are not authorised under the Financial Services and Markets Act 2000 to accept deposits. You must not therefore 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.

## 9 Closing the Account

- 9.1 You may terminate your Statement Account by written notice to Diners Club. Termination is effective only on Diners Club receipt of the notice.
- 9.2 Diners Club may at any time terminate or suspend your Statement Account entirely or the right to use your Statement Account for 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.
- 9.3 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 thetrainline by Diners Club is not made until after your Statement Account is terminated.
- 9.4 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 thetrainline.
- 9.5 The Statement Account will be considered closed when all liabilities to Diners Club under these Terms and Conditions are paid.

## 10 Claims Against thetrainline

- 10.1 Except as required by applicable law, Diners Club are not responsible for the Travel Services or the standard, quality or suitability of any Travel Services purchased from thetrainline using your Statement Account.
- 10.2 Unless you have the legal right to do so, you cannot use a claim that you may have against thetrainline (or from the principals for whom thetrainline acts as agent) to make a claim against Diners Club, or as grounds to refuse to pay to Diners Club the Balance.
- 10.3 These terms and conditions are personal to you and Diners Club. thetrainline expressly excludes all liability under these terms and conditions and in relation to the Statement Account.

## 11 Changes

Diners Club may with any valid reason at any time change or add to these Terms and Conditions and will inform you by written notice, which may be by letter, fax, e-mail or by any other form of written notice.

## 12 Communications

Any notice sent by Diners Club shall be deemed validly delivered 48 hours after posting when sent to your most recently supplied address or if sent by email on our receipt of a notification of delivery.

## 13 Transfer

- 13.1 You may not transfer to any third party your rights or obligations under these Terms and Conditions.
- 13.2 Diners Club shall be entitled to transfer to any person:
  - (i) any sums which you owe or will in future owe under these Terms and Conditions together with Diners Club rights to obtain payment of those sums; and
  - (ii) Diners Club rights and obligations under these Terms and Conditions.

## 14 Liability

- 14.1 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.
- 14.2 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 Diners Club.
- 14.3 To the maximum extent permitted by applicable law, Diners Club shall not be liable to you for any special, indirect or consequential loss, damages or expenses, nor shall Diners Club 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.
- 14.4 Without prejudice to the above, all terms, warranties, representations and conditions whether made orally or implied by circumstances, custom, contract, equity, statute or common law are hereby excluded to the maximum extent permitted by applicable law.

## 15 Indulgence

- 15.1 Any concession that Diners Club may grant to you shall not affect your obligations under these Terms and Conditions or Diners Club right to enforce those obligations or exercise any other rights, options or remedies under these Terms and Conditions.

## 16 Disclosure

- 16.1 We may disclose to the thetrainline, at any time, details of any transaction or indebtedness that may exist between you and us.
- 16.2 It is important that you give us accurate information. Diners Club may search and register information about you and/or the Statement 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 (if you give Diners Club false or inaccurate information and Diners Club suspects fraud, Diners Club will record this). Where applicable and in appropriate circumstances, information searched and registered is used by Diners Club and other registered users of the agencies to:
  - a) help make decisions about credit and credit related services; for you;
  - b) help make decisions on motor, household, credit, life and other insurance proposals and insurance claims, for You
  - c) track debtors, recover debt, prevent fraud and to manage your Statement Accounts and insurance policies;
  - d) check Your identity to prevent money laundering. Diners Club and the agencies may also use the information for statistical analysis about credit, insurance, fraud and to carry out market research. Details of the agencies are available from the individual referred to in clause 17.1 below. You have a legal right to these details.

- 16.3 Diners Club value your privacy and have a policy ("Citigroup Privacy Promise") to hold in confidence information about you and your Statement 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 Statement 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) 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;
  - (h) 16.4 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 its credit decisions are made about You.
  - 16.5 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.
  - 16.6 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.
  - 16.7 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 16.3 (d)).
  - 16.8 We may also pass information about you and your company for fraud prevention and tracing purposes.
  - 16.9 We will verify and record information supplied by you as part of the fight against terrorism and to prevent money laundering activity.
  - 16.10 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 to or enable them to provide services to you.

## 17 Data Protection

- 17.1 Diners Club data controller is Diners Club UK Limited. 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 Statement Account may be used as set out in the attached Data Protection Notice and the Citigroup Privacy Promise. You should note that Our nominated representative dealing with data protection issues can be contacted at: DATA PROTECTION OFFICER, DINERS CLUB UK LIMITED, PO BOX 53, SALFORD, MANCHESTER, M5 3BH.
- 17.2 You must obtain the consent of each Authorised Individual and any other persons using Travel Services to the use of their personal information as set out in the attached Data Protection Notice and the Citigroup Privacy Promise, 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.
- 17.3 You warrant that each Authorised Individual who uses thetrainline Services has consented to the use of their personal information by us in accordance with this clause 17 and the Data Protection Notice and Citigroup Privacy Promise. 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.
- 17.4 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 17.1 to 17.3.
- 17.5 Diners Club shall be entitled to disclose to the thetrainline 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 thetrainline from through, by or with which the information originated.
- 17.6 If your Statement Account is closed for any reason we will hold information about you and your Statement Account for no longer than is absolutely necessary.
- 17.7 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.

## 18 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.

## 19 Law

These Terms and Conditions and all matters arising out of the issue and use of your Statement Account are subject to the laws of England and the jurisdiction of the English courts. © Registered mark of Diners Club International, New York. Diners Club UK Ltd is a company registered in England: 0412351. Registered office: Citigroup Centre, Canada Square, Canary Wharf, London, E14 5LB. VAT No. 429625629. Terms and Conditions Effective 07/05, until further notice.

All cards are issued and accounts operated by Diners Club UK Ltd alone.

Version as at 01/07/05