

**Purchasing Card**

**Virtual Purchasing Card**

**Terms and Conditions**

## 1 DEFINITIONS

Capitalised terms in the Agreement have the meaning set out at the end of the Agreement.

## 2 OPENING ACCOUNTS

### 2.1 What happens when we open an Account?

- (a) When we accept your completed Application Form and you enter into the Agreement with us we'll, in accordance with any request made by you, either:
  - (i) open a Card Account under a Card Account Facility and issue Cards and/or PIN(s) under that Card Account to the Cardholders named in the Application Form;
  - (ii) open a Virtual Account under a Virtual Account Facility, or a Card Account Facility if requested by you, and issue Virtual Account Details under that Virtual Account to the Virtual Accountholder named in the Application Form.

### 2.2 Additional Instruments

- (a) You can ask us to:
  - (i) open another Card Account and/or issue a Card and PIN to another Cardholder;
  - (ii) open another Virtual Account and issue Virtual Account Details to another Virtual Accountholder under a Virtual Account Facility or Card Account Facility, at any time during the term of the Agreement by completing and sending the appropriate form to us which you can request from your relationship manager at any time.
- (b) There may be certain reasons why we decide not to open Accounts or issue Instruments and, if we do this, we'll explain the reason for this decision to you if possible.

### 2.3 Authorising Users

- (a) Where we do open Accounts or issue Instruments you are confirming that Users are authorised to make Transactions on your behalf which you are liable for.
- (b) Instruments can only be used by the relevant Users. You agree that we can deal with Users and Authorised Contacts as if they were you for the purposes of the Agreement. You and Users must comply with the terms of the Agreement.
- (c) You need to tell us immediately if your details, Users' details or Authorised Contacts' details change.
- (d) Where a Cardholder is no longer permitted to use a Card you must return this to us or destroy it.

### 2.4 Limits

- (a) You must not exceed the Business Credit Limit. You must ensure that Users do not exceed a User Limit.
- (b) We may change the Business Credit Limit from time to time. If we reduce it, we'll only do this for a good reason; for example, because your circumstances have changed or because we think there's an increased risk that you might not be able to repay your liabilities to us.
- (c) You can ask us to increase the Business Credit Limit. Before agreeing an increase, we'll assess your ability to repay your liabilities to us. You can ask us to reduce the Business Credit Limit at any time.
- (d) An Authority Holder, Account Signatory and Authorised Signatory can ask us to change a User Limit at any time.
- (e) If we authorise a Transaction that results in you or a User exceeding the Business Credit Limit or a User Limit this does not mean that we've agreed to an increase in the Business Credit Limit or a User Limit.

### 2.5 Ways we can take instructions

- (a) We can take different types of instructions on your behalf from Authorised Contacts which are appointed by you from time to time. You must tell us if you appoint, change or remove an Authorised Contact or if their details change.
- (b) A Programme Administrator can ask us for information about, but not make changes to, Accounts or Facilities.
- (c) An Authority Holder can do what Programme Administrators can but they can also ask us to make a change to an Account. They can't open an Account, ask us to open or close a Facility or appoint or remove a Programme Administrator, Authority Holder or Account Signatory.
- (d) An Account Signatory can do what Programme Administrators can but they can also ask us to make a change to an Account, including opening an Account. They can't ask us to open or close a Facility or appoint or remove a Programme Administrator, Authority Holder or an Account Signatory.
- (e) An Authorised Signatory can do what a Programme Administrator and an Account Signatory can but they can also ask us to open or close a Facility and appoint or remove a Programme Administrator, Authority Holder or an Account Signatory.
- (f) We can generally accept instructions from Authorised Contacts in writing or by fax, email or by phone if we've agreed this with you. We can also accept instructions from authorised users of your digital or electronic service with the Bank. We can rely on the instructions as being accurate and act on them as long as instruction appears to be from an Authorised Contact or in line with the mandate for your Business Current Account. We can also accept account management instructions from authorised users of your digital or electronic banking service with the Bank.

- (g) We might need to contact the Authorised Contact who gave us written, emailed or faxed instructions to confirm any details with them and, if we accept telephone instructions, we'll need the person on the phone to complete agreed security questions before doing this. If they can correctly answer the security questions and appear to be an Authorised Contact or other person authorised to act on an Account or a Facility, then we can rely on such instructions, assume they're accurate and comply with them.
- (h) An Authorised Contact can ask us for copies of any documents forming the Agreement at any time during the life of the Agreement which are available from your relationship manager on request.
- (i) You can also give instructions through third parties you've authorised to act on your behalf, for example third party providers (like account aggregator services).

## 2.6 Additional features and benefits

Unless we tell you otherwise, additional features or benefits which we make available to you or any User do not form part of the Agreement and we can withdraw them at any time.

# 3 USING ACCOUNTS AND INSTRUMENTS

## 3.1 How you and others nominated by you can authorise Transactions

- (a) A Transaction is authorised where a User:
  - (i) follows the procedures required by a merchant, which may include:
    - (A) entering the PIN or providing any other security code;
    - (B) signing a sales voucher;
    - (C) providing any details requested; or
    - (D) waving or swiping a Card over a Card reader;
  - (ii) uses a Card and PIN to obtain a Cash Advance at an ATM machine or bank counter;
  - (iii) orally or in writing provides Instruments and requests a Cash Advance or payment;
  - (iv) orally or in writing consents to the Transaction after it has taken place.
- (b) Authorisation can cover single Transactions, a series of Recurring Transactions, or a future Transaction of a certain or uncertain amount.
- (c) You agree to meet all expenditure, charges, fees and interest, incurred on all Facilities (unless you're lawfully due a refund). This includes where you or any User has exceeded the Business Credit Limit or any User Limit, have continued to use an Account or Instrument after it has been suspended or cancelled, the Agreement has ended or where the use of an Account or Instrument causes you or any User to breach the Agreement.
- (d) We don't guarantee that Instruments will be accepted on all occasions.
- (e) We're not responsible if any merchant or machine fails to let a User pay or withdraw cash or where we can't provide any part of our service for a reason beyond our control.
- (f) You may sometimes use your card to authorise a payment where the amount that is to be paid is not known, for example when you check into a hotel or hire a car. If this happens you should be asked to confirm the exact amount that will be blocked on your account. If you have agreed that an exact amount can be blocked, we will reduce your available funds and that amount will not be available for you to use. Once we become aware of the amount of the transaction, we will restore your available funds. Please note that if you make the payment using a different card or payment method, we will not know that payment has been made and it may take us longer to restore your available funds, but we will usually release the blocked funds after seven days.
- (g) There may also be times where circumstances beyond our control mean that Transactions with particular merchants are processed by us following authorisation by a User even though you've asked us to block Transactions with these merchants. We are not responsible for your losses if these circumstances arise.

## 3.2 When you and others nominated by you can withdraw consent for a Transaction

- (a) Generally once a User authorises a Transaction then such authorisation can't be withdrawn unless:
  - (i) in relation to a Transaction that is due to take place at a future date, we receive notice no later than close of business on the Business Day before it's due to take place;
  - (ii) in the case of Recurring Transactions (see below).

## 3.3 Recurring Transactions

- (a) You can cancel Recurring Transactions either by phoning us on 0370 010 1152 or by contacting the merchant. If you ask us to cancel Recurring Transactions, we advise that you should also give notice of the cancellation to the merchant because our cancellation doesn't cancel any contract you might have with the merchant, it just stops the payments coming out of an Account.
- (b) Recurring Transactions are not covered by the Direct Debit Guarantee.

### 3.4 Foreign Transactions

- (a) Transactions are carried out in Sterling. Any Transaction in a foreign currency will be converted to Sterling at the Payment Scheme Exchange Rate (the rate provided by Visa), at the date and time of processing.
- (b) The number to call for information on exchange rates is at the end of the Agreement. You can also see up to date rates at <http://www.visaeurope.com/making-payments/exchange-rates>.
- (c) The Payment Scheme Exchange Rate is indicative and provided for reference purposes only. The rate applied to a Transaction might be different to the rate which applied when the Transaction was made as these can change regularly and it depends when the payment scheme processes the Transaction.
- (d) The following Charges apply to foreign Transactions:

Transaction type	What we'll charge you
All Transactions not in Sterling	A Non-Sterling Transaction Fee of 2.95% of the value of the Transaction (minimum £2.95 charge)
Cash Advances not in Sterling	A Non-Sterling Transaction Fee of 2.95% of the value of the Transaction PLUS a Cash Fee of 2.95% of the Transaction value (minimum £2.95 charge)

### 3.5 Timescales for processing Transactions

- (a) The following timescales apply to the processing of Transactions:

Transaction type	When the instruction is classed as being received by us	When the payment will be made
Purchases and ATM Transactions	When we receive the Transaction instruction from the merchant acquirer (the retailer's bank or other service provider) or the ATM operator	By the end of the next Business Day after we've received the instruction. It might take an extra day if you authorised the Transaction using a paper based authorisation process

- (b) The Transaction will immediately reduce the total amount that you or a Cardholder or Authorised Virtual User can spend under the Business Credit Limit or a User Limit (as appropriate).

### 3.6 When we can refuse a Transaction

- (a) We might refuse a Transaction if:
  - (i) any of the reasons in Condition 4.3(a) occur;
  - (ii) it causes you to exceed a Limit (taking account of any amounts yet to be applied);
  - (iii) we've experienced systems or software failures or errors; or merchants, payment processors or payment schemes refuse a Transaction or experience failures or errors;
  - (iv) we suspect the Card has been lost, or stolen or misused or we think the Transaction is potentially suspicious or illegal;
  - (v) you've breached the Agreement;
  - (vi) the merchant involved falls within a category that we've determined poses a high risk of not providing the goods or services you are expecting; or
  - (vii) if you've requested some sort of restriction to be placed on a Card, Account, Virtual Account or Transactions and we've agreed to this.
- (b) If we refuse a Transaction, we'll, if possible, give you the reason for the refusal and you may be able to correct any information which led to it. You can obtain this information about the refusal by calling 0370 010 1152. We may also tell you orally or in writing.

## 4 KEEPING YOUR ACCOUNT SAFE AND LIMITING THE USE OF YOUR ACCOUNT

### 4.1 What you need to do to keep an Account or Instrument safe

- (a) You and any User (as appropriate and where relevant) must:
  - (i) sign the Card when it's received;
  - (ii) memorise the PIN;
  - (iii) keep passwords and PINs safe and take all reasonable precautions to prevent them becoming known to an unauthorised person and prevent their unauthorised use;
  - (iv) not disclose Card Details or Virtual Account Details to any person except for the purpose of a Transaction, when contacting us to discuss an Account or someone else authorised by you;
  - (v) be aware that if you or a User give your password and log in details to a third party provider, we're not responsible for what they do with your details or account information;
  - (vi) only use an Account or Instrument for business purposes;

- (vii) maintain an internal policy or other guidance requiring Users to use an Account or an Instrument for business purposes only;
  - (viii) keep Accounts and Instruments secure;
  - (ix) tell us if a User is no longer authorised by you.
- (b) You and any User (as appropriate and where relevant) must also:
- (i) recover and return all Cards to us or a person acting on our behalf when we ask you to, which will belong to us at all times;
  - (ii) return to us or destroy all Cards issued to a Cardholder if they're no longer authorised by you; and
  - (iii) notify all originators of recurring Transactions if any Account or Instrument has been closed, cancelled, suspended or withdrawn.
- (c) You and any User (as appropriate and where relevant) must not:
- (i) exceed the Business Credit Limit or any User Limit;
  - (ii) use Accounts or Instruments after they have expired or been closed or cancelled;
  - (iii) use an Account for illegal purposes; or
  - (iv) use an Account or Instrument before the User is authorised.
- (d) We'll never ask you, an Authorised Contact or a User to disclose full and/or complete security details to us or to any other person or organisation. Even if the person requesting your details is using our name and logo and appears to be genuine, details must not be shared with them.
- (e) Some third party providers might ask you for your log in details and password to provide their service to you. If you decide to give them this information, this means that they'll be able to see and do anything you can on your accounts.

#### **4.2 What you need to do if you think an unauthorised person knows your security details or you've lost an Instrument**

- (a) Please tell us without undue delay (and within a maximum of 13 months of you becoming aware) by calling 0800 0964 743 (or +44 1268 500 813 from outside the UK) or by contacting a member of staff at one of our branches if:
- (i) any Card is lost, stolen or misused or if a PIN, password or Virtual Account Details become known to any unauthorised person;
  - (ii) you suspect that an unauthorised, incorrect or late Transaction has been made from an Account.
- (b) If you can't call us or visit your branch, please write to us without undue delay at Commercial Cards, Cards Customer Services, PO Box 5747, Southend-on-Sea SS1 9AJ.

#### **4.3 Limiting the use of an Account or our services**

- (a) We may suspend, restrict or stop access to an Account, an Instrument or to certain services, reduce any Business Credit Limit or User Limit or terminate your Agreement with us if:
- (i) we reasonably believe that an Account or an Instrument hasn't been kept safe;
  - (ii) we reasonably suspect that your Accounts or Instruments have been used fraudulently or without your permission;
  - (iii) as a result of a change in the way you operate an Account or in your financial circumstances, we reasonably believe that you may have difficulty in meeting your commitments under the Agreement;
  - (iv) the merchant involved falls within a category that we have determined poses a high risk of not providing the goods or services you are expecting, or we determine that the transaction falls within a category that poses a high risk of financial loss to our customers; or
  - (v) you breach any term of the Agreement.
- (b) We may also restrict the amount that a Cardholder can withdraw as a Cash Advance during a particular day or other period of time.
- (c) We'll tell you before we take any of these steps and we'll explain why we've done so, unless we're unable to contact you or there's a legal reason or other circumstance beyond our control that stops us from doing so. If we can't get hold of you beforehand, we'll (where possible) tell you and explain our reasons afterwards.
- (d) If any of the circumstances listed in Condition 4.3(a)(i) cease to exist then we will reinstate your access to an Account, an Instrument, certain services or your Business Credit Limit or User Limit.

#### **4.4 If we suspect or become aware that your account may be subject to fraud or security threats, we will contact you via the most recent contact details we hold on record for you. This may include your mobile phone number, landline number, postal address or email address.**

We will never:

- Phone you to ask for your four-digit card PIN or your online banking password, even by tapping them into the telephone keypad.
- Ask you to withdraw money to hand over to us for safe-keeping.
- Ask you to transfer money to a new account for fraud reasons, even if we say it is in your name.

- Send someone to your premises to collect your cash, PIN or Card if you are a victim of fraud.
- Ask you to purchase goods using your Card and then hand them over for safe-keeping.

When using the card on the internet you may be required to enter a One Time Passcode to complete the transaction. This One Time Passcode will be sent by text message to the mobile number you have provided to us.

## 5 COMMUNICATIONS

### 5.1 How we'll contact you

- All notices and other communications from us must be in writing in English unless we've agreed they can be made verbally under the Agreement or by law.
- We can deliver a notice or communication to you at the contact details which we last had for you; your registered office or electronically where we've agreed this. These notices include Statements and notices of changes to the Agreement.
- If your contact details change (including any of your name, address, telephone number(s) or email address), you must tell us promptly to ensure you receive all communications. If you telephone us to inform us of the change, you may be asked to confirm in writing.
- You should ensure that your electronic device(s) are set up in order to receive our electronic communications (for example, they have the correct hardware, software, operating system and browser). Please note that notices and information sent to you by email may be sent by an electronic attachment (for example, by a PDF or other similar electronic attachment).

Type of communication	When the notice will be treated as being delivered to you
Personal delivery	At the time of delivery to you
Electronic communications	On the next Business Day after we send it
By post	On the second Business Day after posting
By fax	Before 6.00pm on a Business Day – at the time of sending After 6.00pm or on a non-Business Day – on the next Business Day

### 5.2 Notices from you

Unless we agree otherwise, a notice from you to us must be in writing addressed to Commercial Cards, Cards Customer Services, PO Box 5747, Southend-on-Sea SS1 9AJ and will be effective when we receive it.

## 6 STATEMENTS

- Monthly Statements will be issued or made available to you as agreed, provided that there have been payment transactions on the account during the month. You or any User must let us know without undue delay (and within a maximum of 13 months after the date the Transaction is debited to the Account) if an unauthorised, incorrect or late Transaction is shown on a Statement.
- Statements will provide details of payments and all amounts charged to an Account since the previous Statement. Separate Statements will be sent for each Account if there is more than one. We won't issue a statement if there is a nil balance and there have been no entries since the last statement.
- A Statement will show:
  - information relating to each Transaction which will enable it to be identified (including where appropriate, information relating to the payee);
  - the amount of the Transaction shown in the currency in which the Transaction was paid or debited to the Account;
  - the amount of charges for the Transaction and where applicable, a breakdown of the amounts of such charges and the interest payable;
  - any exchange rate used by the Bank to effect any currency conversion and the amount payable after the currency conversion has been made; and
  - the date the Transaction is authorised and posted onto the Account.
- A Statement is a demand for payment. The first monthly statement will normally be produced within one month of using the Account.
- The amount on a Statement must be paid in full by the Payment Due Date. A payment due on a non-Business Day will be payable on the next Business Day (i.e. by a weekday other than a bank holiday).
- You can pay the amount on a Statement by:
  - presenting to your bank a request for payment by Direct Debit and irrevocably authorising it to pay all such requests upon presentation;
  - sending a cheque and completed giro slip to us;

- (c) presenting a cheque and completed giro slip to one of our branches or any other clearing bank in the United Kingdom; or
  - (d) other payment methods that are agreed between us from time to time.
- 6.7** We may charge interest on any outstanding balances not repaid by the Payment Due Date at the rate set out in your Tariff. Interest is calculated on the average daily balance outstanding from the date of your Statement until full payment is credited to the Account.
- 6.8** Arrears from previous Statements must be paid without us asking again. We may include the amount of any arrears in Statements to show the total amount we are owed. We may add the arrears to any amount that need to be paid that month.
- 6.9** We'll send Statements either by post or electronically where we've agreed this with you. A charge will be made for supplying additional or duplicate copies of Statements. The amount of the applicable charge is set out in your Tariff.

## 7 CHARGES AND TAX

- 7.1** You must pay the Charges set out in your Tariff, together with any tax, duty or other charge required to be paid to any authority, which will be applied to an Account.
- 7.2** You must also pay any reasonable costs we incur in enforcing payment, after as well as before any court order, including the cost of finding you if you change your address but don't tell us.

## 8 PAYMENTS

### 8.1 Paying your balances

- (a) A payment to an Account or a Facility won't reduce a balance until the payment is cleared. Your Statement includes information about how long it takes for payments to clear.
- (b) You must not create a credit balance on your Account by overpaying to your Account. We may return any credit balance to you.

We usually send payments using the Faster Payments Service but if this isn't possible we'll give you any alternative options available, e.g. to use CHAPS and tell you about any applicable charges.

### 8.2 How we apply your payments to an Account

- (a) You can't choose how a payment is applied to an Account or a Facility. We apply any payments you make to an Account or a Facility in the following order to repay:
  - (i) Charges;
  - (ii) Cash Advances;
  - (iii) Purchases;
  - (iv) Cash Advances which are not yet shown on your Statement;
  - (v) Purchases made which are not yet shown on your Statement.

### 8.3 Using money in an Account with us to repay money you owe us

- (a) If you owe us any money in relation to any Account, we may:
  - (i) take money from any Account you've with us where we are allowed to do so in order to repay some or all of the money you owe us; and/or
  - (ii) open a new Account in your name to replace an existing Account and debit the new Account with any outstanding balance on an existing Account.
- (b) We'll give you any notices required by law if we do this.

## 9 WHAT HAPPENS WHEN SOMETHING GOES WRONG?

### 9.1 What to do if an incorrect, late or unauthorised Transaction takes place

If you or a Cardholder or Authorised Virtual User suspects that an incorrect, late or unauthorised Transaction has been made from an Account, please contact us without undue delay (and within a maximum of 13 months after the date the Transaction is debited to the Account) by calling 0800 0964 743 or contacting your branch.

### 9.2 What we'll do if you notify us of an incorrect or late Transaction

- (a) If you or any Cardholder or Authorised Virtual User gives us incorrect Transaction details when making a payment then we'll make reasonable efforts to recover your payment. We may not be able to recover the payment and we may charge you a fee for trying. If we charge you a fee it will be the same amount as it costs us to try. If we're unable to recover the payment we won't refund you.
- (b) If you tell us that we've made a payment which:
  - (i) hasn't been received by the payee; or
  - (ii) was our error,

we'll immediately try to recover the payment when you ask us to and refund you without undue delay (including any charges or interest which you've paid as a result of the payment being taken) unless we can show that the payee's bank received the payment from us on time, in which case you should contact the payee's bank for a refund or confirmation that the payment will be credited to the payee's account.

- (c) If we make or credit a payment later than we said we would, then we will put your account back in the position it would have been had we not made the error. You can also ask us to contact the other bank and ask them to correct the amount of interest on their customer's account.

### **9.3 What we'll do if you notify us of an unauthorised Transaction**

- (a) If you or any Cardholder or Authorised Virtual User have notified us of an unauthorised Transaction your maximum liability for this will be £25 unless you or any Cardholder or Authorised Virtual User have acted fraudulently or with gross negligence.
- (b) If you or any Cardholder or Authorised Virtual User have acted fraudulently or with gross negligence you will be liable for the full amount of any losses we incur as a result of any unauthorised Transactions (including any Charges).
- (c) If any Cardholder or Authorised Virtual User was not able to detect the loss, theft or misuse of the Card or security details prior to the unauthorised Transaction, or if the unauthorised Transaction was our fault, you will not be liable for any loss.
- (d) If you are entitled to a refund we'll normally refund such unauthorised Transactions as soon as practicable, and by no later than the end of the next Business Day (including any charges or interest which you've paid as a result of the payment being taken) unless we reasonably suspect that you're not entitled to a refund (for example, if we suspect the claim may be fraudulent). In those circumstances, we may need to investigate your claim before offering a refund and we may need additional information from you to help our investigation.
- (e) If you've any claim against a User arising from their use of an Account or Instrument then you agree that you will pursue this without recourse to us. You agree to fully indemnify us against all claims, liability, damages, costs and expenses, including legal fees, arising out of a breach of the Agreement by a User, even where such breach is a result of, or been made possible by, us breaching the Agreement.
- (f) You, Cardholders and/or Virtual Accountholders agree that you will help us, or any person acting on our behalf, investigate any unauthorised Transactions.
- (g) Once you've told us a Card has been lost, stolen or misused by someone else, we'll cancel it and you won't be responsible for any further Transactions made with it. If you find the Card, you mustn't use it. To help prevent fraud, cut it in half through the signature box, magnetic strip and chip.

### **9.4 What we'll do if the payer's bank tells us about an incorrect payment**

We may take a payment from an Account if the payer's bank tells us that this payment was sent to you incorrectly. If this happens we will hold the money and contact you to tell you what has happened. We will ask you to confirm if the payment was sent to you incorrectly. If we can't get in touch with you within 15 Business Days, then we'll return the payment to the payer. You consent to us sharing information about you with the payer's bank to help them recover the payment.

### **9.5 Payments processed without you agreeing the amount**

- (a) Where you authorise a Transaction without knowing how much the final amount will be then we'll refund you if:
  - (i) you didn't know the exact amount of the Transaction when you authorised it;
  - (ii) the amount of the Transaction exceeded what you could reasonably have expected to pay (excluding increases resulting from exchange rate fluctuations);
  - (iii) the payment was made in the EEA; and
  - (iv) you ask for a refund within eight weeks of the date the payment left an Account.

### **9.6 Liability Waiver**

- (a) If you've more than one Card and or a Virtual Account you will be automatically protected against losses arising from the unauthorised use of Cards by Cardholders and Virtual Account Details by an Authorised Virtual User, by the Liability Waiver that we'll put in place for you provided you comply with the terms of the Agreement. We'll send you a copy of the Liability Waiver if you ask us to.
- (b) If the Liability Waiver does not cover an unauthorised Transaction your liability is explained in Conditions 9.2, 9.3, 9.4 and 9.5.

### **9.7 Loss not caused by an incorrect Transaction, late Transaction, unauthorised Transaction or Transaction processed without you agreeing the amount**

We won't be liable to refund you for any losses caused by circumstances beyond our control (i.e. the situation was abnormal or unforeseeable), for example, due to extreme weather, terrorist activity or industrial action.

### **9.8 Disclosing your information**

- (a) You agree that we may give any third party such information about you that we consider to be appropriate:
  - (i) in connection with the use, loss or theft of an Instrument, and/or a PIN or password; or
  - (ii) to meet our obligations as a member of a relevant payment scheme.

## 10 MAKING CHANGES TO THE AGREEMENT

### 10.1 What we can change

- (a) We may make changes at any time to:
  - (i) any of the terms of the Agreement;
  - (ii) any exchange rate or a relevant payment scheme's exchange rate;
  - (iii) any of the terms of the Liability Waiver.

### 10.2 Notice period for changes

- (a) If we make changes to the Agreement we'll give you notice as set out below:

Type of change	Notice period
Interest rates, fees or charges including introducing new fees or charges or changing other terms of the Agreement except those noted specifically in this table	At least 2 months
Favourable changes including to interest or exchange rates	We may make the change immediately and let you know about this as soon as possible afterwards
Changes to reference interest or reference exchange rates	We may make the change immediately and let you know about this as soon as possible afterwards
Increasing the Business Credit Limit	At least 30 days
Decreasing the Business Credit Limit	Immediately if any of the circumstances in Condition 4.3(a) occur

- (b) You can terminate the Agreement at any time without any cost during the notice period. We'll assume you've accepted the changes unless you do this and pay off your outstanding balance.

## 11 ENDING YOUR AGREEMENT WITH US

### 11.1 How to terminate the Agreement

- (a) This Agreement will start when we accept your Application Form and will continue indefinitely unless it's terminated by either of us.
- (b) You can terminate the Agreement at any time. You will need to give us at least one month notice that you want to do this.

### 11.2 When we can terminate the Agreement

- (a) We can terminate the Agreement for any reason, including for convenience or legal or regulatory reasons, by giving you two months' notice. We may also terminate this Agreement on a shorter notice period where, in our determination or in the determination of any of our regulators, we are required to do so to comply with the relevant law or regulation. As an alternative to terminating the Agreement, we may by written notice to you, immediately reduce the payment grace period applicable to the Payment Due Date.
- (b) We can also terminate the Agreement immediately if:
  - (i) you breach any term of the Agreement; and/or
  - (ii) any event occurs which, in our reasonable opinion, causes you to be unwilling or unable to comply with the terms of the Agreement.
- (c) If we decide to terminate the Agreement we'll send you notice of, and you agree to pay, any outstanding balance on an Account.

### 11.3 What happens when the Agreement is terminated

- (a) All Accounts and Instruments will be closed, cancelled and/or withdrawn.
- (b) You agree to return all Cards.
- (c) Any balance, fees and interest on each Account will be immediately payable and, where Card Fees have been applied to an Account within the preceding year, they will be pro-rated to the date the Agreement ends and we'll repay you the proportion of the amount that corresponds to the period after the date of termination.
- (d) If you don't pay any outstanding balance in full, interest and fees will continue to be added at the amounts specified under the Agreement. The relevant terms will continue to operate as though the Agreement is still in force.
- (e) You're responsible for all Transactions which took place before termination and also for any which were applied afterwards due to being in flight at the time of termination.
- (f) Termination won't affect any terms that apply to the outstanding balance, including interest or fees payable under the Agreement; or the rights or liabilities of either party until the point of termination.

## 12 INTELLILINK SPEND MANAGEMENT SERVICE

### 12.1 What we'll do

- (a) We'll provide the IntelliLink Spend Management Services and IntelliLink Spend Management System to you provided you:
  - (i) don't breach the Agreement; and
  - (ii) ensure that IntelliLink Spend Management Users don't breach the Agreement.
- (b) We'll also ensure that any information or data supplied to you through the IntelliLink Spend Management System accurately reflects the information we receive from a third party (but we're not responsible for the accuracy of the information we receive from that third party).
- (c) We may suspend, restrict or stop access to the IntelliLink Spend Management Services and IntelliLink Spend Management System if:
  - (i) we need to carry out maintenance;
  - (ii) we reasonably believe that a breach of security has occurred;
  - (iii) we reasonably believe it's necessary to do so.
- (d) We'll tell you before we take any of these steps and we'll explain why we've done so, unless we're unable to contact you or there's a legal reason or other circumstance beyond our control that stops us from doing so. If we can't get hold of you beforehand, we'll (where possible) tell you and explain our reasons afterwards.

### 12.2 Cardholder Maintenance Requests

- (a) If an IntelliLink Spend Management User sends us a Cardholder Maintenance Request you agree that we can rely on it as being accurate and we can act on it.
- (b) You must ensure that all Cardholder Maintenance Requests:
  - (i) are given to us by an IntelliLink Spend Management User that is authorised by you to do so;
  - (ii) are accurate and complete; and
  - (iii) are transmitted correctly to and received by the IntelliLink Spend Management System (as set out in the IntelliLink Spend Management Documentation).
- (c) When we receive a Cardholder Maintenance Request we'll:
  - (i) send you an acknowledgment message confirming that we've received it; and
  - (ii) unless it does not meet the criteria set out in Condition 12.2(b) or we believe there has been a breach of security (in which case we'll get in touch with you to let you know), process it immediately if it's made on the Card Manager platform.
- (d) You must let us know if you don't receive an acknowledgment from us. You are responsible for monitoring the status of Cardholder Maintenance Requests.
- (e) If you ask us to cancel or change a Cardholder Maintenance Request we'll try our best to do this but we'll not be responsible if we are not able to (for example if we've already processed the Cardholder Maintenance Request).

### 12.3 What you need to do to keep the IntelliLink Spend Management Services and IntelliLink Spend Management System safe

- (a) You must:
  - (i) comply with any security related instructions we give you;
  - (ii) set up and maintain regularly reviewed security arrangements to ensure that the IntelliLink Spend Management Services and IntelliLink Spend Management System are not used by unauthorised people;
  - (iii) let us know as soon as you can if you become aware of any unauthorised use of the IntelliLink Spend Management Services and IntelliLink Spend Management System, an unauthorised Cardholder Maintenance Request or any attack on the IntelliLink Spend Management Services and IntelliLink Spend Management System (such as a virus for example);
  - (iv) ensure that any IntelliLink Spend Management Users do not do anything that might affect the security of the IntelliLink Spend Management Services and IntelliLink Spend Management System or the systems and security of our customers; and
  - (v) use information and material obtained from the IntelliLink Spend Management System and the IntelliLink Spend Management Services for business purposes.

### 12.4 Our responsibilities

- (a) If something happens in relation to the IntelliLink Spend Management Services and IntelliLink Spend Management System which is our fault our maximum liability to you for one claim or a series of connected claims will be £2,000 per year or the total amount of fees you've paid us for the IntelliLink Spend Management Services and IntelliLink Spend Management System in the preceding year (whichever is the higher amount).

- (b) All terms that might be implied into the Agreement by relevant law (including in relation to things such as satisfactory quality, merchantability or fitness for any particular purpose of the IntelliLink Spend Management System or the IntelliLink Spend Management Services) are excluded from the Agreement.
- (c) You'll be liable to us for our losses if:
  - (i) you breach this Agreement;
  - (ii) we act on a Cardholder Maintenance Request that you authorised; and
  - (iii) you act with fraud or negligence.

## 13 TRANSFER OF RIGHTS

- 13.1** We may allow any person to take over any of our rights and duties under the Agreement. If we do this we'll give you two months' notice and send you the transferee's contact details for communications to replace our details in Condition 5.
- 13.2** If we do this you agree that we may give to anyone any information about you or the Agreement in connection with any proposed transfer and any transferee can rely on the truth and accuracy of any information provided by you.
- 13.3** References to us in the Agreement include our successors.  
You may not novate, transfer or assign any of your rights, duties or obligations under this Agreement.

## 14 SEVERANCE

If any of the terms of the Agreement were found to be unlawful or unenforceable, we could sever them from the rest of the Agreement and the remainder of the Agreement would still continue in force between us.

## 15 YOUR FINANCIAL INFORMATION

At any time, we might reasonably request financial information about you or the Business to assess your financial condition. You agree to provide this to us promptly and this may include providing audited financial statements.

## 16 WAIVING ANY OF OUR RIGHTS

If we waive any of our rights, it doesn't mean that we'll again waive those rights in future.

## 17 THINGS WE'RE NOT RESPONSIBLE FOR

- 17.1 We're not liable for any loss arising:**
- (a) where we do not act on a payment instruction for any reason set out in the Agreement;
  - (b) from abnormal or unforeseen circumstances which were out of our control and which we couldn't have avoided despite all efforts to do so;
  - (c) from our compliance with legal or regulatory requirements;
  - (d) from loss or corruption of data unless this was caused by our negligence or wilful default;
  - (e) because the details in a payment instruction or request for authorisation were incorrect; and/or
  - (f) from any indirect or consequential loss (including without limitation for business interruption, loss of revenue, goodwill, opportunity and/or anticipated savings).
- 17.2** Except as set out in the Agreement, neither of us has relied upon and don't have any rights against each other in relation to any written or oral representations, warranties or associated contracts made before the date of the Agreement.
- 17.3** There is nothing in the Agreement excluding liability for fraudulent misrepresentations, death or personal injury.

## 18 GOVERNING LAW

- 18.1** If the address provided in the Application Form is in Scotland, Scots law applies to the Agreement and we both agree to use the non-exclusive jurisdiction of the Scottish courts to settle any dispute between us. If the address provided was elsewhere, English law applies and we both agree to use the non-exclusive jurisdiction of the English courts to settle any dispute between us.
- 18.2** We'll issue you a Card or open a Virtual Account for you if you've a registered business address in the UK, Channel Islands, Isle of Man or Gibraltar. If you're an individual, business or organisation, you should be registered for tax purposes in one of those jurisdictions.

**18.3** We have a complaints handling procedure you can use to resolve any issues. For more information about this procedure you can get a leaflet from any branch or by telephone. You may also have the right to complain to the Financial Ombudsman Service at Exchange Tower, London E14 9SR or telephone 0800 023 4567 (text relay (18002) 020 7964 1000).

## 19 YOUR INFORMATION

- 19.1** We collect and process various categories of personal and financial information throughout your relationship with us, to allow us to provide our products and services and to run our business. This includes basic personal information such as your name and contact details, and information about your financial circumstances, your accounts and transactions. This section sets out how we may share your information with other RBS companies and third parties.
- 19.2** For more information about how we use your personal information, the types of information we collect and process and the purposes for which we process personal information, please read our full Privacy Notice (our “Privacy Notice”) [www.rbs.co.uk/privacy](http://www.rbs.co.uk/privacy).
- 19.3** We may update our Privacy Notice from time to time, by communicating such changes to you and/or publishing the updated Privacy Notice on our website. We would encourage you to visit our website regularly to stay informed of the purposes for which we process your information and your rights to control how we process it.
- 19.4** In respect of any personal information relating to a third party that you provide to us, you must:
- (a) notify the third party that you are providing their personal information to us and obtain their permission;
  - (b) provide the third party with a copy of our Privacy Notice and these Terms;
  - (c) promptly notify the third party of any changes to our Privacy Notice that we notify you of; and
  - (d) ensure that, to the best of your knowledge, the personal information is accurate and up to date, and promptly notify us if you become aware that it is incorrect.
- 19.5** Your information may be shared with and used by other RBS companies. We will only share your information where it is necessary for us to carry out our lawful business activities, or where it is necessary to comply with laws and regulations that apply to us.
- 19.6** We will not share your information with anyone outside RBS except:
- (a) where we have your permission;
  - (b) where required for your product or service;
  - (c) where we are required by law and to law enforcement agencies, judicial bodies, government entities, tax authorities or regulatory bodies around the world;
  - (d) with other banks and third parties where required by law to help recover funds that have entered your account as a result of a misdirected payment by such a third party;
  - (e) with third parties providing services to us, such as market analysis and benchmarking, correspondent banking, and agents and sub-contractors acting on our behalf, such as the companies which print our account statements;
  - (f) with other banks to help trace funds where you are a victim of suspected financial crime and you have agreed for us to do so, or where we suspect funds have entered your account as a result of a financial crime;
  - (g) with debt collection agencies;
  - (h) with credit reference and fraud prevention agencies;
  - (i) with third party guarantors or other companies that provide you with benefits or services (such as insurance cover) associated with your product or service;
  - (j) where required for a proposed sale, reorganisation, transfer, financial arrangement, asset disposal or other transaction relating to our business and/or assets held by our business;
  - (k) in anonymised form as part of statistics or other aggregated data shared with third parties; or
  - (l) where permitted by law, it is necessary for our legitimate interests or those of a third party, and it is not inconsistent with the purposes listed above.
- 19.7** If you ask us to, we will share information with any third party that provides you with account information or payment services. If you ask a third party provider to provide you with account information or payment services, you’re allowing that third party to access information relating to your account. We’re not responsible for any such third party’s use of your account information, which will be governed by their agreement with you and any privacy statement they provide to you.
- 19.8** In the event that any additional authorised users are added to your account, we may share information about the use of the account by any authorised user with all other authorised users.
- 19.9** RBS will not share your information with third parties for their own marketing purposes without your permission.
- 19.10** We may transfer your information to organisations in other countries (including to other RBS companies) on the basis that anyone to whom we pass it protects it in the same way we would and in accordance with applicable laws. We will only transfer your information if we are legally obligated to do so, or where the other country has laws that adequately protect your information, or where we have imposed contractual obligations on the recipients that require them to protect your information to the same standard as we are legally required to.

## CONTACT DETAILS

### To notify a lost or stolen card or suspected misuse

**Phone:** 0800 0964 743 (24 hours)  
Or from abroad: **+44 1268 500 813**  
Minicom: **0800 141 3999**

**Or Write to:** Card Loss Centre, PO Box 5747, Southend-on-Sea SS1 9AJ  
Or by contacting a member of staff in one of our branches

### General enquiries:

**Phone:** **0370 0101 152** (Mon to Fri: 8.00am to 6.00pm, Saturdays: 9.00am to 1.00pm)  
**+44 1268 508019** (from abroad)  
**0370 154 1192** (Minicom)

**Or Write to:** Commercial Cards, Cards Customer Services, PO Box 5747,  
Southend-on-Sea SS1 9AJ

## Definitions

**Account Signatory** – the person nominated by you from time to time to have the rights, and perform the functions, set out in Condition 2.5(d)

**Accounts** – Card Accounts and/or Virtual Accounts (as the context requires)

**Agreement** – the agreement between you and us for the provision of a Facility which includes the Application Form, these Terms and Conditions and the Tariff

**Application Form** – the form/forms which is/are completed and sent by you to us in relation to your application for a Facility

**Authorised Contact** – a Programme Administrator, an Authority Holder, an Account Signatory and/or an Authorised Signatory (as the context requires)

**Authorised Signatory** – the person nominated by you from time to time to have the rights, and perform the functions, set out in Condition 2.5(e)

**Authorised Virtual User** – your officer or employee authorised by you to use Virtual Account Details to make Transactions which are debited to a Virtual Account

**Authority Holder** – the person nominated by you from time to time to have the rights, and perform the functions, set out in Condition 2.5(c)

**Business Credit Limit** – the maximum aggregate amount of credit across your Facilities which we'll provide to you from time to time

**Business Day** – a day on which the banks in the United Kingdom are generally open for business other than weekends and local Bank Holidays

**Card** – a Visa Purchasing Card issued under a Card Account Facility which can be used by a Cardholder to make Transactions on a Card Account

**Card Account** – the Sterling denominated account under which Cards are issued to Cardholders to which Transactions made using Cards are debited

**Card Account Facility** – the facility under which Card Accounts and Virtual Accounts are opened

**Card Details** – the numbers or details unique to a particular Card that enable a Cardholder to make a Transaction on a Card Account

**Card Fees** – the annual fee for each Card which is charged for each year or part of a year during which a Card Account is maintained

**Cardholder** – your officer or employee authorised by you to use Cards to make Transactions which are debited to a Card Account

**Cardholder Limit** – the maximum debit balance which a Cardholder is allowed on a Card Account as agreed between you and us from time to time

**Cardholder Maintenance Request** – any advice, request, instruction or communication which you or an IntelliLink Spend Management User sends us through the IntelliLink Spend Management System or otherwise relating to the IntelliLink Spend Management System or the IntelliLink Spend Management Services

**Cash Advance** – the use of a Card to withdraw cash from cash machines or over a bank counter or the purchase of foreign currency or travellers' cheques

**Cash Fees** – the fee charged for the use of a Card to obtain a Cash Advance

**Charges** – the Card Fees, Cash Fees and all fees and charges listed in the Tariff

**Facility** – the Card Account Facility and/or the Virtual Account Facility (as the context requires)

**Instruments** – Cards or Virtual Account Details (as the context requires)

**IntelliLink Spend Management Documentation** – any documentation provided by us or otherwise available to you on request from us (including any business guides and cardholder maintenance guides) relating to the IntelliLink Spend Management System and/or IntelliLink Spend Management Services

**IntelliLink Spend Management Services** – the provision by us of electronic management information and expense management services to you through the IntelliLink Spend Management System

**IntelliLink Spend Management System** – the web-based interface through which we provide the IntelliLink Spend Management Services as further described in the IntelliLink Spend Management System Documentation

**IntelliLink Spend Management User** – the person nominated by you from time to time to access and/or use the IntelliLink Spend Management System

**Liability Waiver** – the insurance policy we'll put in place for you if you've more than one Card or Virtual Account in accordance with Condition 9.65

**Payment Due Date** – the date of the Statement plus the grace period you requested in your Application Form or such other period we may notify to you in accordance with Condition 11.2.

**PIN(s)** – the personal identification number used by a Cardholder to authorise a Transaction

**Programme Administrator** – the person nominated by you from time to time to have the rights, and perform the functions, set out in Condition 2.5(b)

**Purchases** – the use of an Account or Instrument to purchase goods or services in person, by mail order, over the telephone, over the internet or such other as we permit from time to time

**Recurring Transactions** – regular payments (including for an indefinite period) that a Cardholder or Authorised Virtual User has authorised a third party to collect from an Account

**Statement** – a statement that we send to you at least once per month showing a list of Transactions debited to an Account and the Charges incurred

**Tariff** – the document showing the Charges which we'll provide to you and which forms part of the Agreement

**Transactions** – Cash Advances, Purchases and all other transactions using a Facility, an Account or an Instrument

**User Limit** – the Cardholder Limit or Virtual Account Limit (as the context requires)

**Users** – Cardholders and/or Authorised Virtual Users (as the context requires)

**Virtual Account** – the account which can be opened under a Virtual Account Facility or a Card Account Facility and Virtual Account Details are issued to Virtual Accountholders and can be used by Authorised Virtual Users and to which Transactions made using those Virtual Account Details are debited

**Virtual Account Details** – the numbers or details unique to a particular Virtual Account that enable an Authorised Virtual User to make a Transaction on that Virtual Account

**Virtual Account Facility** – the facility under which Virtual Accounts can be opened

**Virtual Account Limit** – the maximum debit balance which a Virtual Accountholder is allowed on a Virtual Account as agreed between you and us from time to time

**Virtual Accountholders** – your department or unit authorised by you to operate a Virtual Account

**Visa** – Visa International, the payment scheme network

**We, us or our** – The Royal Bank of Scotland plc

**You or your** – any customer operating a Facility, Account or Instrument with us

## Purchasing Card Charges

### Interest rates – Fee Structure

Card Type	Charge Standard*
Monthly Interest	1.6%

\*Charge only applies if balance is not cleared in full by due date

Grace Period – Monthly Fees		Grace Period			
Card Type	Billing Type	7 days	14 days	21 days	28 days
Charge Card	Centrally Billed	free	0.25%*	0.50%*	0.69%*

\*Grace Period fee is calculated monthly as this percentage of the statement balance

<b>Annual Card Fees<sup>1</sup></b>	
Standard Card Fee	£25
<b>Cash Advances<sup>1</sup></b>	
Cash Fee	2.95% of the transaction amount (minimum £2.95). The fee will be applied on the date the transaction is debited to the Account
<b>Non-Sterling Transactions</b>	
Non-Sterling Transaction Fee	2.95% of the transaction value
<b>Payment Overdue</b>	
Administration Fee	£12
<b>Services</b>	
Electronic transaction file feed (optional)	Monthly fee £40
Change of organisation name	£5 per card
Duplicate card receipt (sales voucher) UK	£5
Duplicate card receipt (sales voucher) abroad	£10
Duplicate statements per sheet	£1 (max £40)
Emergency card replacement overseas <sup>1</sup>	£75
<sup>1</sup> Not applicable to lodge account	







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and the Prudential Regulation Authority.