

## Barclaycard Business Corporate Liability – Terms and Conditions of use

### BUSINESS BARCLAYCARD CONDITIONS

These are the terms and conditions of an agreement between us (Barclays Bank PLC, Barclaycard Centre, Northampton NN4 7SG) and you, the company or organisation named in the agreement.

We have defined some of the terms used in This Agreement in condition 1.

<b>EXPENDITURE LIMIT</b>	Your expenditure limit is the maximum debit balance on your account as determined by us and notified to you. From time to time we will work out and tell you your expenditure limit.
<b>REPAYMENTS</b>	The Card is a charge Card. Therefore, all sums outstanding must be paid in full by, on or before, the due date stated on the monthly statement.
<b>STATEMENTS</b>	We will normally send you and, if requested by you, each Cardholder a monthly statement showing payments in and all amounts we have added to the account since the last statement. If we cannot send you a statement we will use the normal monthly statement date to work out interest and the payment date.
<b>ALLOCATION OF PAYMENTS</b>	All payments will only take effect when credited to the account and will be applied in the following order: – Against any interest charges and other charges made under this agreement – Against any unpaid balance carried over from a previous statement – Against any Transactions made since your previous statement
<b>CHARGING INTEREST</b>	Where we do not receive the statement balance in full by the due date we will charge interest at 2% per month on the unpaid balance calculated on a daily basis from the statement date until repaid in full. This includes interest on any of the fees or charges listed below, if applicable.

### How We Use Your Information

We may process and store information about the Cardholder and any Director on the Barclays Group computers and in any other way. By "Cardholder Information" we mean personal information we (a) obtain from the Cardholder when the Cardholder applies for an account or any other product or service or which the Cardholder gives to us at any other time or (b) learn from the way the Cardholder uses and manages the Cardholder account(s), from the Transactions the Cardholder makes such as the date, amount, currency and the name and type of supplier. By "Director Information" we mean personal and financial information we (a) obtain from the Director or (b) from third parties, such as credit reference agencies (who may search the Electoral Register) or other fraud prevention agencies.

We will use Cardholder Information to manage the Cardholder's account(s), give you (and if you request, the Cardholder) statements and provide our services, for assessment and analysis (including market and product analysis), and to develop and improve our services to you, the Cardholder and other customers and protect our interests. We will use Cardholder Information to inform the Cardholder by letter, telephone (including automated dialling, digital television and sending text messages), or computer about products and services (including those of others) which may be of interest to that Cardholder.

Credit reference agencies keep a record of our enquiries and may record, use and give out Director Information we give them to other lenders, insurers and other Organisations. This also applies to fraud prevention agencies if you or a Director give us false or inaccurate information or we suspect fraud. The information may be used to make assessments for credit and to help make decisions on you, on credit, motor, household, life, and other insurance facilities (including handling claims), for debt tracing and to prevent fraud and money laundering. Information held about you, or a Director by the credit reference agencies may already be linked to records relating to one or more of your or their partners where a financial "association" has been created. Any enquiry we make at a credit reference agency may be assessed with reference to any "associated" records.

<b>FEES</b>	A fee of £78 per year or part of year charged in advance in respect of each Card issued.
<b>DEFAULT CHARGES</b>	We will charge you for any reasonable costs or losses we incur if you break this agreement, including the following charges: – Late payment charge: £25 per month – Unpaid direct debit: £25 per month – Exceeded limit charge: £25 per month
<b>ADDITIONAL TRANSACTION CHARGES</b>	We will charge a handling fee of 3% (minimum £3) each time you: – obtain a cash advance – purchase travellers' cheques and/or foreign currency – use Barclaycard Business cheques Foreign exchange commission of 2.99% in addition to any other fees payable for foreign currency Transactions.
<b>ADDITIONAL DOCUMENT CHARGES</b>	We will charge you: – £2 per sheet copy of individual statement; – £5 per Copy Transaction receipt: (unless you are disputing a Transaction that is found in your favour in which case the fee will be refunded).

We may give information about Cardholders and how they manage the account to the following:

- People who provide a service to us or are acting as our agents, on the understanding that they will keep the information confidential.
- Anyone to whom we transfer or may transfer our rights and duties under This Agreement.
- To you, the Cardholder, any of your group companies, any lender providing information to those companies in connection with the Cardholder's Card. This will include any information obtained about the Cardholder, for example information about the Cardholder's Card and copies of the Cardholder's statements. This information may be transferred outside the UK for this purpose. Other countries outside Europe may not have laws to protect your information. You agree to provide the Cardholder with details of where the Cardholder's data will be sent and how it will be protected.
- We may also give out information about Cardholders or Directors if we have a duty to do so or if the law allows us to do so. Otherwise we will keep information about Cardholders and Directors confidential.

If, except as set out in the clause above, we transfer Cardholder Information to a service provider or agent in another country, we will make sure that the service provider or agent agrees to apply the same levels of protection as we are required to apply to information held in the UK and to use your information only for the purpose of providing the service to us.

## 1. Definitions

In this agreement:

A "Cardholder" means the individual named on the Card;  
A "Card" means any Barclaycard Business Card issued to the Cardholder;  
A "Director" means any Director who has signed this agreement on your behalf;  
A "Transaction" means any payment made or cash advance obtained by the use of a Card or Card number or in any manner authorised by you or the Cardholder;

## 2. Use of the Card and cheques

2.1 You must ensure that:

- all Cards are signed immediately on receipt and that you and the Cardholder comply with Condition 5 and any reasonable instructions that we may give about using Cards, including Card details and PINs, and keeping them safe;
- You and the Cardholder comply with the expenditure limit agreed between you and us from time to time.

2.2 In deciding whether the expenditure limit has been exceeded we may take into consideration the amount of any Transaction we have approved but not yet put on the account.

2.3 You and the Cardholder can use your Card, Card details and where applicable, cheques to make:

- purchases, including interest and charges which will be debited to the standard balance of your Account; and
- cash advances or use of cheques which will be debited to the cash advance balance of your account.

2.4 Subject to the provisions of Condition 7, you will be liable for the amount of all Transactions, charges and any costs payable by you under this agreement.

2.5 All Transactions will be in sterling or converted to sterling using the exchange rate and a percentage commission as set out in the Additional Transaction Charges section. Please note that the exchange rate we use may not be the same as the rate on the date of the Transaction as conversion may take place at a later date.

2.6 You undertake to ensure that the Card shall not be used in a manner prohibited by law, including in particular by the provisions of Section 330 of the Companies Act 1985.

2.7 The Card may not in any circumstances be used to guarantee payment of any cheque to a third party or as evidence of identification to support the encashment of a cheque.

2.8 For cash advances the Card may only be used within the cash advance limit agreed by us and notified to you from time to time.

2.9 A replacement Card will either be the same as the Cardholder's existing Card or another Card that the Cardholder is eligible for and which is covered by this agreement.

2.10 Cards and cheques belong to us. We can ask you to return them to us and we can ask others to hold onto them for us at any time.

## 3. Exceptional repayments

3.1 You must pay us immediately any amount you or the Cardholder have spent over the expenditure limit, any arrears and any Transaction that breaks this agreement.

3.2 Depending on any legal requirements we may have to follow, we can ask for all amounts unpaid under this agreement to be paid in full:

- if you or a Cardholder break this agreement regularly or seriously; or
- if you take any step, application or proceeding, or in respect of the whole or any part of your undertaking, for a voluntary arrangement or composition or reconstruction of your debts, winding up, dissolution, administration, receivership (administrative or otherwise) or bankruptcy; or

(iii) if you are dissolved, die or become bankrupt or are unable to pay your debts within the meaning of Section 123 or Section 268 of the Insolvency Act 1986; or

(iv) at our discretion if there is any breach of this agreement by you or any Cardholder or if you or the Cardholder are in default in respect of any other monies or liabilities due to us.

## 4. Limiting the right to use the Card

4.1 If we have a good reason we may, without telling you or any Cardholder first and without incurring liability for loss or damage you or any Cardholder may suffer as a result, refuse to approve a Transaction, cancel or suspend the right of you and any Cardholder to use the Card for any or all purposes, or refuse to replace any Card. This agreement will continue even if we do any of these things.

4.2 The Card must not be used for any illegal purchase.

## 5. Security

5.1 You and any Cardholder must:

- do all that you reasonably can to keep the Card and cheques safe and PIN secret at all times. You must keep the Card separate from any cheques; and
- never allow anyone else to use your Card or give the PIN to anyone else; and
- never write the PIN on the Card or on anything usually kept with it. If you do keep a written record of your PIN you must make a reasonable attempt to disguise it; and
- only reveal the Card number to make a Transaction, to report the loss or theft of the Card or if we allow you to do so.

## 6. Lost or stolen Cards, Card details and PINs

6.1 You must notify us as soon as reasonably possible if:

- the Card or cheques are lost or stolen or you think that they may be misused, or that someone other than the Cardholder may know the PIN; or
- your statement includes an item which you think is wrong; or
- you or the Cardholder change your address or your name.

6.2 You can contact us for 6.1(i) at Barclays Bank PLC, Northampton NN4 7SG, (Tel: 0844 822 2125 national or +44 1642 876690 international) or during business hours at any of our branches. For 6.1(ii) and (iii) you can contact us at the address at the top of your monthly statement. We may ask you to confirm in writing within seven days any information that you have not already given us in writing.

6.3 You must give us all the information you have about the loss, theft or misuse of a Card or the PIN, and any other information we ask for to help us. We may give the police any information we think will be useful. If you later find your card you must cut it vertically through the magnetic stripe and the Chip and return it to us immediately at the address shown in Condition 6.2.

6.4 You must notify us as soon as reasonably practicable if a Cardholder is no longer authorised by you to have and use a Card. You should recover the Card and return it to us cut in half across the magnetic stripe and Chip.

## 7. Limits of Liability

7.1 Where the Organisation in whose name an account is maintained is a body corporate, or non-corporate consisting of two or more persons, then the liability of such persons shall be joint and several.

7.2 You will not be responsible for any Transactions if a Card is lost or stolen or if a Card is misused before you receive it, but you must tell us under Condition 6.1.

7.3 If someone uses a Card and they got it with you or a Cardholder's permission, you will be liable for all the Transactions that take place before you tell us that it may be misused.

7.4 We will not be liable to you if we cannot carry out our responsibilities under this agreement as a result of anything that we cannot reasonably control. This includes any machine failing to work and industrial disputes.

7.5 We operate a Transaction limit, Cardholder expenditure limit and merchant category group control system, but we do not warrant that this will be operational in respect of every Transaction.

## 8. Refunds and claims

We will only credit your account with a refund if we receive a refund voucher or other similar refund verification. You cannot use a claim you may have against someone else to make a claim against us, or refuse to pay us, unless you have a legal right to do so. You cannot transfer any rights against us to anyone else.

## 9. Changing the terms of this agreement

9.1 We may change the terms of this agreement at any time by telling you about the change. We may make changes to take account of market conditions, changes in the cost of providing this service to you; changes or anticipated changes in legal or other requirements affecting us; any systems or product development; or any other good reason. We may introduce a charge for any service provided under or in connection with this agreement.

9.2 We will tell you about any changes by putting messages in your monthly statement; sending you a separate written notice or advertising in the press. Changes will happen at least thirty days after we tell you about them, apart from changes in the interest rate which may apply immediately.

## 10. Ending this agreement

This agreement will end if you or we have given written notice to the other and you have returned all Cards and made all payments due under this agreement. Unless there are exceptional circumstances we will give you thirty days' notice before we end this agreement.

## 11. Cardholders

We may issue a Card and related PIN for use by any individual nominated by you as a Cardholder on the account. You shall be responsible for all use of the Card by any Cardholder (even if the Cardholder does something which makes you break this agreement). If you wish to cancel any Cardholder's Card, you are responsible for returning the Card to us.

## 12. General

12.1 We make no commitment that facilities and benefits to which Cardholders have access by the use of the Card but which do not form part of this agreement will continue indefinitely. Such facilities or benefits may be withdrawn or varied at any time without notice.

12.2 We will charge for any losses or costs we have to pay if you or any Cardholder break this agreement. We will also make a charge for certain additional services, the most common of which are set out on the front of these terms and conditions. We will notify you of any other charges when you request a service.

12.3 We may transfer to any other person any or all of our rights under this agreement at any time and our duties (including, without limitation, our duty to lend to you). We may do this without telling you. Your rights under this agreement and your legal rights will not be affected.

12.4 This agreement is governed by the laws of England and Wales.

## By signing this agreement, you confirm that:

- the details you have given us are correct;
- you want us to give any nominated Cardholder a Barclaycard Business Charge Card and PIN for which the Cardholder is eligible and from time to time replace the Card with any Barclaycard Business Charge Card covered by this agreement;
- you have read and agreed to the Barclaycard Business Conditions and How We Use Your Information;
- you agree that we can give credit reference and fraud prevention agencies Director Information and that information may be used by lenders and others to make credit and insurance decisions about the Directors to prevent fraud and money laundering. Cardholders must write to us at Barclaycard Business, Company Barclaycard Dept, PO Box 3000, Teesdale Business Park, Stockton-on-Tees TS17 6YG if they don't want us to;
- tell them about other products and services. (In order for us to ensure that we note this in all our Records, the Cardholders who are customers of Barclays should give us their Barclays Bank details and the numbers of any Barclays Cards, insurance, unit trust and accounts or policies.)

The Cardholders can ask us for a copy of the information we keep about them. A fee will be charged for this service.

We may record or monitor phone calls between us and you or us and any Cardholder for security and training purposes.

## BUSINESS BANKING CODE

Barclays subscribes to the Business Banking Code. If you would like a copy please contact us by telephoning the Barclays Information Line free on 0800 400 100. Should you have cause to complain about Barclaycard Business products or services, please contact Customer Services (telephone: 0844 822 2125) who will be pleased to help you and explain our Complaints Procedure. (UK branches only)

## This item can be obtained in Braille, large print or audio by calling 0844 822 2125.

Calls may be monitored or recorded to maintain high levels of security and quality of service. Calls made to 0800 numbers are free if made from a UK landline.

For BT business customers, calls to 0844 numbers will cost no more than 5p per minute, minimum call charge 5.9p (current at December 2007).

The price on non-BT phone lines may be different.

Barclaycard Business, Company Barclaycard Dept, PO Box 3000, Teesdale Business Park, Stockton-on-Tees TS17 6YG

Telephone 0844 822 2125. Fax 01642 663636, [www.barclaycardbusiness.co.uk](http://www.barclaycardbusiness.co.uk)