

COMMERCIAL BANKING

Business Charge Card Terms and Conditions

Your copy



**BANK OF
SCOTLAND**

If you are a Sole Trader or Partnership of 2 or 3 partners or an unincorporated body please refer to the Terms and Conditions regulated by the Consumer Credit Act 1974

These are the conditions of an Agreement between us, Bank of Scotland plc and you, (the "Business"). In condition 20 we set out special meanings we have given to some words in this Agreement.

Key financial information

1. Business Limit

- 1.1 The Business Limit will be agreed with you when you apply for your Business Charge Card and will be specified in your Statement. Changes in the Business Limit will be agreed between us in writing, unless otherwise stated in this Agreement

2. Your payments

- 2.1 Each month, you must repay the balance shown in your Statement in full by Direct Debit. Your Statement will show the amount we will deduct by Direct Debit and the payment date.

3. Annual Percentage Rate (APR)

- 3.1 The typical APR is 2.18% (variable).

Other financial information

4. Annual fee

- 4.1 An annual fee of £32 is payable for each Cardholder in accordance with condition 12.1.

5. Variable rates

- 5.1 We may change fees and Charges under condition 15. The APR does not take these variations into account.

Key information

6. Charges

- 6.1 You must pay the full outstanding balance under this Agreement via Direct Debit from your Payment Account each month. If this causes you to create a debit balance in your Payment Account or to exceed the limit of an agreed overdraft, you may incur charges on that Payment Account in accordance with the scale applied to that account from time to time. You should read the charges brochure relevant to your Payment Account for more details about the level of charges. You will not incur any charges under this Agreement as your Direct Debit will be for the full amount owed.
- 6.2 Our Charges for Cash Advances and our other Charges are listed in condition 12.

Other conditions

7. Your obligations

- 7.1 You will ensure that:
- 7.1.1 a Business Representative is nominated by you at all times;
 - 7.1.2 the Business Representative distributes the Business Charge Cards and PINs to the Cardholders on receipt, together with the User Guide and Conditions of Use enclosed with the Card;
 - 7.1.3 the Business Representative advises each Cardholder of their Cardholder Limit;
 - 7.1.4 all Business Charge Cards are signed immediately upon receipt by the relevant Cardholder;
 - 7.1.5 each Cardholder complies with the Conditions of Use, as amended from time to time;
 - 7.1.6 the Business Representative distributes the Cardholder Statements to the relevant Cardholders immediately on receipt; and
 - 7.1.7 any changes to the Business Representative will be notified in writing to us by an authorised signatory of yours.
- 7.2 You must keep within the Business Limit and each Business Charge Card may only be used within the relevant Cardholder Limit (in deciding whether or not this has been exceeded, we will take into consideration the amount of any Card Transaction not yet debited and any authorisation we have given, in accordance with condition 8.4, in respect of a prospective Card Transaction). The total of the Cardholder Limits must never exceed the Business Limit.
- 7.3 You undertake to ensure that a Business Charge Card, Business Charge Card number, PIN or Security Code is not used in a manner prohibited by law nor contrary to any requirements we give either you or a Cardholder in connection with their use or safekeeping including, but not limited to, the Conditions of Use. A Business Charge Card, Business Charge Card number, PIN or Security Code must not be used outside the period shown on the Business Charge Card or if we have cancelled or suspended the Business Charge Card.
- 7.4 You (via the Business Representative or your authorised signatories) may apply for Business Charge Cards to be issued to new Cardholders, or terminate the authority of any Cardholder to use a Business Charge Card on forms provided by us for these purposes. If you terminate a Cardholder's authority to use a Business Charge Card, the Business Representative shall destroy the Cardholder's Business Charge Card by cutting off the bottom left hand corner, through the smartcard chip. We may request that you promptly send written confirmation to us that this has been done and the relevant Cardholder Account should be closed.

- 7.5 You (via the Business Representative or your authorised signatories) will advise us promptly in writing of any change you propose to a Cardholder Limit. Provided that such change does not take the aggregate of the Cardholder Limits over the Business Limit, we will confirm and put into effect within 10 Business Days of receipt of such notification. The Business Representative will then be responsible for advising the Cardholder of the change in the Cardholder Limit, together with the date the change will take effect, as notified by us.

8. Use of the Business Charge Card

- 8.1 When using the Business Charge Card for a Card Transaction, the Card Transaction will be properly authorised:

- 8.1.1 by the Cardholder using the Business Charge Card together with the PIN or the Security Code, and where appropriate using any "Proceed" or similar key, or by the Cardholder presenting the Business Charge Card to a contactless card-reader. Subject to condition 8.8, once the "Proceed" or similar key has been used, or the Business Charge Card has been presented to a contactless card-reader, authorisation cannot be withdrawn; or
- 8.1.2 by the Cardholder signing a sales voucher for the Card Transaction. If the Cardholder has signed a sales voucher for the Card Transaction subject to condition 8.8, authorisation cannot be withdrawn once the signed voucher has been accepted by the Retailer or provider of a Cash Advance.

The authorisation of a Card Transaction can include authorising any single Card Transaction, a series of recurring Card Transactions or pre-authorising a future Card Transaction of a certain or uncertain amount.

- 8.2 You should notify Business Card Services as soon as possible if you or a Cardholder become aware of a Card Transaction which has not been authorised by a Cardholder. Contact details are set out in the section called "Help and Information".
- 8.3 If a Cardholder is unable to use the PIN because of a disability you should contact us at the address shown in the section called "Help and Information".
- 8.4 A Retailer, ATM operator or other third party may contact us or an agent acting for us for confirmation – or "authorisation" – that we will pay the Card Transaction. We have the right to refuse authorisation for any particular Card Transaction if reasonable, for example if the Card Transaction results in the Business or Cardholder Limit being exceeded, you are in breach of this Agreement, or we (or the systems we use) reasonably suspect the Card Transaction is fraudulent. You will usually find out that we have refused to authorise a Card Transaction if a Retailer asks for payment by another method or the ATM will not dispense cash. However, a Retailer may be unable to immediately tell you that a Card Transaction has been refused. If any Card Transaction is declined you may contact us at Business Card Services on **0345 300 4709** or by writing to us at Business Card Services, Bank of Scotland plc, 11 Portland Street, Manchester, Greater Manchester M1 3HU. If we have declined the Card Transaction we

will, where reasonably possible, tell you why the Card Transaction was declined. We are not responsible for any loss if a Retailer refuses to accept your card or we refuse to authorise a Card Transaction or delay in doing so. If the reason for our declining the Card Transaction was based on incorrect information, we will agree with you what needs to be done to correct that information.

- 8.5 If authorisation is given, that Card Transaction will immediately reduce the total amount that can be drawn within the relevant Cardholder Limit and the Business Limit.
- 8.6 If we are authorised in advance to make a future Card Transaction and the amount of the transaction is not known, we may reserve funds in the relevant Cardholder Account only if you consent to an exact amount of funds to be reserved. Reserved funds will be released when we are made aware of the amount of the Card Transaction.
- 8.7 We and/or any member of the Lloyds Banking Group may be subject to sanctions and/or embargos imposed by the international community including the UK, EU, UN and the USA. We may refuse Card Transactions or refuse to make any payment if it would result, or in our reasonable opinion is likely to result, in a breach by us or any member of the Lloyds Banking Group or any of their respective employees of any sanction or embargo whether or not imposed in the UK and we will not be liable for any loss, damage, cost or expense by reason aforesaid. We shall be permitted to disclose to the relevant authorities such information in relation to any Card Transaction and/or payment as may be required.
- 8.8 A Business Charge Card may be used within the Cash Advance limit of £500 per day, provided the Cardholder does not exceed their Cardholder Limit. We may change the Cash Advance limit of £500 by giving you notice under condition 15.
- 8.9 Where a Cardholder sets up a future dated or regular payment (recurring transaction) to be made from the Cardholder Account, such Card Transactions should be cancelled by you or the Cardholder telling the Retailer, or other party the Cardholder has made the arrangement with or us. If you ask us to stop the payment, you must tell us no later than the close of business on the Business Day before the payment was due to take place. We also advise you to contact the person you make payment to so that they do not keep trying to take payment. You will need to contact them if you want to cancel your agreement with them, in any case, as we cannot do that for you. By cancelling a recurring transaction arrangement you or a Cardholder will have withdrawn authorisation for future transactions. We will treat any future Card Transactions made pursuant to that arrangement as unauthorised.
- 8.10 Cards belong to us and must be returned as soon as reasonably possible if we reasonably ask you to do so and in accordance with our reasonable instructions. Anyone acting for us may recover or retain them.
- 8.11 Card chip content is our property and can only be used for purposes we authorise.

9. Third Party Providers (TPPs)

- 9.1 Your Business Representative will be able to give consent to a TPP to access the information on your Business Account for you, as long as the TPP is open and transparent about its identity and acts in accordance with relevant regulatory requirements. You must be registered for Internet Banking to do this. We will treat any instruction from a TPP as if it were from you.
- 9.2 We may refuse access to a TPP if we are concerned about fraudulent or unauthorised access by that TPP. Before we do this, we will tell you and explain our reasons for doing so, unless it is not reasonably practicable, in which case we will tell you immediately afterwards. In either case, we will tell you in the way which we consider most appropriate in the circumstances. We won't tell you where doing so would compromise our reasonable security measures or otherwise be unlawful.
- 9.3 We may make available to a TPP a specific means of accessing your account. If we do, and it tries to access your account by a different way, we may refuse to allow that access.
- 9.4 If you use a third party card issuer they may be able to request confirmation from us that you have the necessary credit available on your Business Account for them to approve a Card Transaction. We will only respond to a request if you have given us explicit consent to do so.

10. Change to your Business Limit

- 10.1 You may request an increase in the Business Limit on the form provided by us for this purpose. Any increase will be subject to our normal credit review and approval process. You may request a lower Business Limit and tell us if you do not want the Business Limit to be increased by us.
- 10.2 We will not increase the Business Limit or any Cardholder Limit without giving you notification of any such increase. You will have the right to refuse any such increase and we will tell you at the time how to do this. In some circumstances we may lower the Business Limit. Generally we will tell you in advance if we intend to do this but there may be instances where such a reduction in the Business Limit is made by us without notifying you in advance. If the Business Limit is reduced, individual Cardholder Limits may also be reduced. If the Business Limit, or any part of it, has been unused for a period of six months we may agree with you to reduce the Business Limit, taking into account your Business Credit Card spending profile in the six months prior to that period.

11. The Business and Cardholder Accounts and repayment

- 11.1 We will debit the amount of all Card Transactions to the appropriate Cardholder Account when we receive them, which will be aggregated into the Business Account. You as a Business will be liable for and must pay us all amounts so debited and all Charges. A Card Transaction is received by us when we receive the instruction from Mastercard.

- 11.2 Subject to condition 11.4, we will prepare and send a Statement together with individual Cardholder Statements to you once a month. This will constitute a proper demand for payment. You as a Business will be liable for and must make payment of the full amount outstanding on each Statement by Direct Debit from the Payment Account. A presentation will take place not less than fourteen Business Days after despatch of the Statement.
- 11.3 If there is a credit balance on your Business Account at any time, we may apply it to any recent Transactions not yet shown on your account, or to Transactions made after the date your Business Account goes into credit. We may also return any credit balance to the account from which the money has been sent or pay the funds into your Business Current Account or any other current accounts you have with us. We do not pay interest on any credit balances.
- 11.4 We will only send Statements if there have been Card Transactions on a Cardholder Account or payments made by or to the Cardholder Account or the Business Account in the relevant month. Cardholder Statements do not constitute demands for payment and the Cardholder is not liable for payments due under this Agreement. We will also send a Statement in relation to any months in which any Cardholder Statements are sent.
- 11.5 You should check your Statement regularly and you should ensure that individual Cardholders check his or her own Cardholder Statement. If there is an entry which seems to be wrong, please contact us as soon as possible, preferably within 30 days after the date of the Statement on which the error appeared. Delay in notification may make correcting any error difficult. If we need to investigate a Card Transaction, both you and the Cardholder should cooperate with us and the police, if we need to involve them.
- 11.6 You must repay us the amount of any excess over the Business Limit, any arrears and any Card Transaction made in breach of this Agreement on demand.
- 11.7 All payments will only take effect when credited to the Business Account and may be applied against Card Transactions and Charges in such order as we may decide from time to time. We will tell you when we will take your Direct Debit payment. This will be in sufficient time to clear the amount owing as shown on your Statement. Direct Debits will be credited to the Business Account on the day we receive them if a Business Day, and if not a Business Day, then the next Business Day following the day of receipt. Further guidance is set out in the User Guide.
- 11.8 If, in the absence of any circumstances beyond our control, we fail to credit your Business Account as set out in condition 11.7, we will ensure that your Business Account is properly credited. We will also refund to you any interest and charges directly incurred by you on the Business Account that would not have been incurred had we acted in accordance with our obligations in that condition.

11.9 If, in the absence of any circumstances beyond our control, we incorrectly apply, or omit to apply, a Card Transaction to any Cardholder Account or your Business Account we will correct our act or omission and refund to you any interest and charges directly incurred by you on the Business Account that would not have been incurred if we had applied the Card Transaction correctly.

11.10 When a Cardholder carries out a Card Transaction with a Retailer and:

- ▶ the Cardholder authorised the Card Transaction without knowing the exact amount of the Card Transaction; and
- ▶ the actual amount of the Card Transaction is more than the Cardholder expected, you may request a refund of that Card Transaction provided that any such request is made within 8 weeks of the Card Transaction being debited to the Cardholder Account.

You will provide us with all information that we reasonably require to enable us to decide whether it is reasonable for us to refund the amount of the Card Transaction.

11.11 On the occurrence of any of the following events, we may terminate this Agreement and/or terminate or suspend your right to use any or all of the Cards issued under this Agreement, and the whole of the outstanding balance due to us under this Agreement will become immediately due and payable without demand or notice if we reasonably consider it may negatively affect your ability to repay amounts you owe to us from time to time under this Agreement:

- 11.11.1 you do not pay any sum due under this Agreement on time;
- 11.11.2 any information you have given or give us in future (in connection with this Agreement or not) is inaccurate or changes materially before we sign this Agreement;
- 11.11.3 unless you have informed us in writing before we sign this Agreement, if any material litigation is, or material administrative, criminal or judicial proceedings, are being taken against you at the time this Agreement is signed; ("material" means likely, if successful, to have any damaging effect on your Business);
- 11.11.4 without our consent, you create or permit any new charge, mortgage or security interest over your Business or any part of it, or its property, assets or income;
- 11.11.5 without our consent, you sell or lease or dispose of your Business or any part of it, or, other than in the normal course of business, its property, assets or income (or attempt to do so);
- 11.11.6 you change the nature of your Business as it is now conducted;
- 11.11.7 you do not have the insurance over your Business and its assets that is normal for a business of your type (and you must show us evidence of this insurance if we ask for it);
- 11.11.8 you factor or assign any debts owed to your Business without our consent;
- 11.11.9 you die, become of unsound mind, become insolvent (or in Scotland, apparently insolvent), a bankruptcy petition (or in Scotland a petition for sequestration) is

presented against you, or steps are taken to appoint an administrator, judicial factor or similar officer to you or you apply to the court for a moratorium or make a proposal to creditors for a voluntary arrangement or you grant a trust deed for creditors or take any action (including entering negotiations) with a view to readjustment, rescheduling, forgiveness or deferral of any part of your indebtedness;

- 11.11.10 if you are a limited company or limited liability partnership, you have a petition presented or resolution passed for winding up or an administration application is presented or made for the making of an administration order or a notice of intention to appoint an administrator is issued or notice of appointment of an administrator is filed with the court or you have a receiver appointed over all or part of your assets or you cease to trade, or you are deemed by law unable to pay your debts, or you make an application in connection with a moratorium or a proposal to creditors for a voluntary arrangement or take any action (including entering negotiations) with a view to readjustment, rescheduling, forgiveness or deferral of any part of your indebtedness including in Scotland granting a trust deed for creditors;
- 11.11.11 if you are a partnership (including limited liability partnership) or unincorporated association, you dissolve or a petition is presented for an order to be made for the winding up of the partnership or an application or a petition is presented or made for an administration order against the partnership;
- 11.11.12 if you are a limited liability partnership, any member ceases without our written consent to be a member, or you cease for any reason to be a limited liability partnership;
- 11.11.13 you break this or any other agreement with us; or
- 11.11.14 this Agreement or the use of the Cards would result in a breach of law or regulation by us.

12. Charges

- 12.1 An annual fee of £32 is payable for each Cardholder. This will be charged each time a new Cardholder is added (in the month after the Cardholder is added to the Business Account) and subsequently on the anniversary of that date. The annual fee is not refundable in whole or in part if a Cardholder is removed but the Business Account remains open. On termination of this Agreement we will refund any annual fee(s) already paid by you for each Cardholder for the year in which termination occurs pro rata from the date of termination to the end of the year for which the annual fee has been paid.
- 12.2 Our other Charges are as follows:
 - ▶ £6 for copies of non-current Statements;
 - ▶ £5 for copies of Card Transaction receipts, unless the Card Transaction query shows a mistake has been made;

- ▶ 2.5% of the amount of each Cash Advance (minimum £2.50), unless we tell you that a charge is not payable. If a Business Charge Card is used to draw cash from another bank, automated teller machine (ATM) or travel bureau, that bank, ATM operator or travel bureau may also charge a handling fee;
- ▶ Foreign currency transactions are debited to the relevant Cardholder Account and Business Account in Sterling. Any currency conversions will be carried out using the Payment Scheme Exchange Rate on the day the Card Transaction is debited to the appropriate Cardholder Account. We add a non-Sterling transaction fee of 2.95% of the value of each foreign transaction to the converted Sterling amount and this fee and the converted Sterling amount will be shown on your Statement. This is in addition to the 2.5% charge for Cash Advances.

You can find out the Payment Scheme Exchange Rate by calling us on **0345 300 4709**. The day the currency conversion is carried out may be after the day the Card Transaction was carried out.

If a Cardholder undertook a Card Transaction with a Retailer in a foreign currency but the Retailer converted the amount into Sterling (dynamic currency conversion) we receive the Card Transaction in that Sterling amount.

Sterling Cash Advances from travel bureaux or other outlets providing similar services both in the UK and overseas will be treated as a foreign transaction.

These Charges are debited to the Business Account when they arise.

- 12.3 We may change our Charges, including annual fee, under condition 15.

13. Lost or stolen Business Charge Cards or confidential information and unauthorised Card Transactions

- 13.1 If any Business Charge Card is lost or stolen, or the PIN becomes known to any other person or any Business Charge Card, Business Charge Card details or PIN are for any reason liable to misuse or have been misused, you or the relevant Cardholder must notify us as soon as possible by telephone on **0800 028 8335** (if abroad, **+44 131 454 1605**) (24 hours). We may ask you to confirm in writing to us at Business Card Services, Bank of Scotland plc, 11 Portland Street, Manchester, Greater Manchester M1 3HU within seven days. If a Business Charge Card which has been lost or stolen is subsequently found it must not be used. The Business Charge Card should be properly destroyed in accordance with condition 13.7. We may ask that the Business Representative notify us in writing that the Business Charge Card has been destroyed.
- 13.2 If you or any Cardholder act fraudulently in connection with the use of a Business Charge Card or Business Charge Card details you will be responsible for all losses arising out of or in connection with unauthorised Card Transactions.
- 13.3 Unless we can show that you or a Cardholder have acted fraudulently, you will not have to pay anything:

- ▶ in respect of the use of any Business Charge Card that is lost or stolen but you must tell us as soon as you become aware of such loss or theft;
 - ▶ in respect of the use of any Business Charge Card that is used without your permission.
- 13.4 Unless we can show that you or a Cardholder have acted fraudulently you will not have to pay anything in respect of the use of a Business Charge Card or the Business Charge Card details for a Card Transaction where the Cardholder does not need to be present.
- 13.5 Unless we can show that you or a Cardholder have acted fraudulently we will refund the amount of any unauthorised Card Transaction to the Business Account by the end of the next Business Day. We will also refund any interest charged in respect of that Card Transaction together with any charges directly incurred on the Business Account which would not otherwise have been incurred.
- 13.6 Unless you have acted fraudulently, you will not be responsible for any losses arising if we fail to apply procedures that we are legally required to use to check that a payment has been authorised by you or a Cardholder.
- 13.7 Both you and the relevant Cardholder will provide all information we reasonably request and assist us, and the police if we need to involve them, or our agents in the investigation of the loss, theft or possible misuse of a Business Charge Card, Business Charge Card details or the disclosure of the PIN, and will assist us to recover the Business Charge Card. Both you and each Cardholder consent to the disclosure to relevant third parties of any relevant information concerning the relevant Cardholder Account in connection with such matters.
- 13.8 All Business Charge Cards are and remain our property at all times. You are responsible for recovering and destroying all Business Charge Cards issued to Cardholders by cutting off the left hand corner through the smartcard chip if we or our agents reasonably request.
- We may ask that the Business Representative notify us in writing that all Business Charge Cards have been destroyed promptly on destruction of the Business Charge Card(s).
- 13.9 When a Business Charge Card expires or is lost or stolen we may provide you with a new Business Charge Card.

14. Termination and suspension

- 14.1 This Agreement shall continue until terminated in accordance with the provisions of this condition 14.
- 14.2 This Agreement may be terminated at any time:
- 14.2.1 by you giving us not less than one month's written notice; or
 - 14.2.2 by us giving you not less than two months' written notice.
- 14.3 We may terminate this Agreement immediately by notice in writing to you if you break this Agreement.

- 14.4 On termination of this Agreement, howsoever occurring:
- 14.4.1 all Business Charge Cards issued to you must be disposed of by cutting off the bottom left hand corner, through the smartcard chip. We may ask that written confirmation is sent to us confirming that all Business Charge Cards have been destroyed; and
 - 14.4.2 provided we have given you any notices required by law, the whole of the outstanding balance due to us under this Agreement will become immediately due and payable together with the repayment of the outstanding Card Transactions and any applicable Charges.
- 14.5 We may terminate this Agreement immediately by notice in writing and/or demand repayment of the outstanding balance on the Business Account and all Cardholder Accounts for breach of any of the Conditions of Use (see below). We will give you an opportunity to remedy such breaches (where remedy is possible) unless it is unreasonable to do so, and this Agreement will end unless you take the action required in accordance with the terms of any notice served by us which requires you to ensure that you promptly remedy the breach and its consequences.
- 14.6 We may cancel or suspend:
- 14.6.1 your use of the Services at any time if you or any Cardholder has broken this Agreement or the Conditions of Use repeatedly or seriously; or
 - 14.6.2 the use of any Business Charge Card if we reasonably suspect fraudulent or other misuse of the Business Charge Card or that any security requirements relating to the use of the Business Charge Card, Business Charge Card details or PIN have been compromised.

If we do cancel or suspend use of the Services and/or any Business Charge Card under conditions 11.11 or 14.6, we will tell you that we have done so and why as soon as possible unless the law prevents us from doing so or we reasonably believe it would undermine our security measures. If we cancel your use of the Services or any Card, you must ensure that Cardholders stop using affected Business Charge Cards and, if they are cancelled, that they return them to the Business Representative with the left hand corner cut off through the smartcard chip. We may ask that the Business Representative return destroyed Business Charge Card(s) to us or notify us in writing at the address set out in condition 18.1 that the Business Charge Card(s) have been destroyed as soon as this has been done. If we suspend use of a Card, we will allow it to be used again or will replace it as soon as the reasons for suspending it no longer exist.

Your obligations under this Agreement will continue in force and you will remain liable to us for all Card Transactions and any Charges payable until payment is made of the full amount outstanding.

- 14.7 You will ensure that the Payment Account will remain open at least until all outstanding Card Transactions have been processed and until all amounts outstanding have been paid to us.

15. Variation

15.1 Subject to condition 15.2, we will notify you in writing at least two months before we make any change to these conditions or the Conditions of Use. You will be deemed to have accepted any such change if you do not notify us to the contrary before the date any such change comes into effect.

However if you do not accept any change:

- ▶ you can close the Business Account at any time before the change comes into effect provided that all outstanding amounts on the Business Account are paid (and we will not charge you extra to do so); or
- ▶ our notice of the change will be deemed to be notice of termination given under condition 14.2.2 and this Agreement will terminate the day before any change comes into effect when the whole outstanding balance due to us under this Agreement will become immediately due and payable.

15.2 We may change these conditions or the Conditions of Use at any time to reflect changes in law, regulation or codes of practice which apply to us or the way we are regulated. We will always endeavour to give you at least two months' notice of such changes in accordance with condition 15.1 wherever possible. Where this is not possible we will give you as much prior notice as reasonably practicable.

15.3 The Payment Scheme Exchange Rate changes on a daily basis; it is applied immediately and without giving you any prior notice.

16. Changing Card Type

16.1 We may issue a different Card Type from the one you applied for to be used alongside or instead of existing Cards.

17. General

17.1 If any Cardholder leaves your employment voluntarily or otherwise, or on the bankruptcy or death of any Cardholder, your obligations under this Agreement will continue in force and you will remain liable to us for all Card Transactions and any Charges payable until payment is made of the full amount outstanding. You must notify us of any such circumstances so that we may cancel the Business Charge Card.

17.2 We will not be liable to you or any Cardholder for:

- ▶ any breach or failure to fulfil our obligations; or
- ▶ any act or omissions of Retailers or agents; or
- ▶ any loss or breach caused by the failure of any of our machines, data processing systems or transmission links or industrial disputes; and which in each case occurs due to abnormal and unforeseeable circumstances beyond our control (including any strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown or other failure of equipment, software or communications network, fire, flood, or other circumstances affecting the supply of goods or services).

- 17.3 We will not be liable to you or any Cardholder:
- ▶ for any losses not directly associated with the incident that may cause you to make a claim against us whatsoever or howsoever arising and whether such liability was reasonably foreseeable or not and whether or not we have been advised of the possibility of any such loss being incurred; nor
 - ▶ for any loss of profits, loss of business, loss of goodwill or any form of special damages.
- 17.4 To the extent we can exclude liability by law and in the absence of negligence on our part, we will not be liable to you or to any Cardholder for refusal of any other bank, cash terminal or other machine or Retailer to accept or honour the Business Charge Card nor, to the extent we can exclude such responsibility by law will we be responsible in any way for the goods or services supplied to you or any Cardholder.
- 17.5 Any complaints by either a Cardholder or you with a Retailer must, in the first instance, be taken up by you with such Retailer. If your complaint with the Retailer relates to the supply of goods or services and you are unable to resolve your complaint with the Retailer, we may be able to assist you. Please contact our Customer Services Manager at Business Card Services, Bank of Scotland plc, 11 Portland Street, Manchester, Greater Manchester M1 3HU.
- However, please note that you do not have protection under Section 75 of the Consumer Credit Act 1974 in respect of a charge card. This means that, where a Card has been used to purchase goods or services, and you have suffered a loss as a result of something the Retailer or other supplier has done or has failed to do in relation to those goods or services, you will not be able to claim such a loss from us, but only from the Retailer or supplier in question.
- 17.6 To the extent we can exclude liability by law and in the absence of negligence on our part we accept no responsibility to you or to any Cardholder if a request for authorisation is declined or if a Business Charge Card is not accepted in payment nor for any loss or damage resulting from the way either is communicated to you or the Cardholder.
- 17.7 No delay, neglect or forbearance on our part in enforcing any term or condition of this Agreement will either be deemed to be a waiver or in any way prejudice any right of ours under this Agreement.
- 17.8 Nothing in this Agreement confers or is intended to confer a benefit enforceable by a person who is not a party to it and such a person shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 17.9 If the Payment Account Bank is not us, signature of the Business Charge Card application form will signify:
- 17.9.1 that you authorise us to pass to the Payment Account Bank any instructions or messages that may be necessary in order for the Services to be provided to you; and
 - 17.9.2 that the Payment Account Bank will be authorised to accept, process and act upon any instructions or messages passed to it by us pursuant to condition 17.9.1 above.

- 17.10 If we are told that money has been paid into your Business Account by mistake, we can take from your account an amount up to the mistaken payment amount. We do not have to ask you to agree to this, but will let you know if it happens. We will act reasonably and try to minimise any inconvenience to you. If we are unable to return funds to that person, we can give them details about you and your Business Account so they can recover the money from you.

18. Notices and communication

- 18.1 Any notice to be given by either party under this Agreement shall be written, sent by post or delivered by hand to the other party (and deemed received upon receipt). The address for any such notice for us will be Business Card Services, Bank of Scotland plc, 11 Portland Street, Manchester, Greater Manchester M1 3HU until further notice. The address for any such notice for you will be the address given on the application form for the Business Account. Either party may change address for communication by giving seven days' notice in writing to the other party.
- 18.2 We will use your contact details and appropriate secure procedures to let you know if we suspect fraud or a security threat, or if there has been a major operational or security incident which may affect you.
- 18.3 The language of this Agreement shall be English and communications and notices between us shall be in English.

19. Governing Law

- 19.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with either the laws of England and Wales if your Payment Account is held in England and Wales or the laws of Scotland if your Payment Account is held in Scotland.

The courts of either England and Wales or Scotland (depending on where your Payment Account is held) shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including any dispute relating to any non-contractual obligation arising out of or in connection with this Agreement).

20. Definitions

Agreement: these Terms and Conditions under which we provide Services to the Business.

ATM: an Automated Teller Machine from which cash may be withdrawn.

Business: any body corporate or unincorporated, sole trader or partnership, responsible for payment of all sums due under this Agreement, in whose name a Business Account is maintained by us and named in the application form for the Business Charge Card, and where the Business (not being a body corporate) consists of two or more persons, then this definition means all or any of them and the liability of such persons will be joint and several.

Business Account: the control account opened and maintained by us in the name of the Business into which the Cardholder Account(s) are aggregated.

Business Charge Card: the Bank of Scotland Business Charge Card (including any renewal or replacement card) issued to a Cardholder.

Business Day: means 9am to 5pm Monday to Friday other than public and bank holidays in England and Wales, or Scotland (if in Scotland) unless transacting through one of our branches which opens for shorter hours or we notify you of different times for the processing of payments to and from your Business Account or any Cardholder Account.

Business Limit: the sum specified by us from time to time in writing for the Business per billing cycle, being the maximum amount of spending permitted by the Business through the Cardholders on the Cardholder Accounts.

Business Representative: the representative who is nominated by the Business from time to time on the forms provided by us for this purpose, and who is the main point of contact for Cardholders and for us and to whom the Business Charge Cards and PINs and other information concerning the Business Charge Cards will be delivered from time to time in accordance with this Agreement.

Card: any charge card issued under this Agreement (including renewal, replacement and additional Cards).

Cardholder: any individual who is authorised by the Business from time to time to use a Business Charge Card issued by us under this Agreement in his or her name.

Cardholder Account: an account opened and maintained by us for each Business Charge Card issued by us and to which the Card Transactions are debited.

Cardholder Limit: the sum promptly notified in writing to us by the Business from time to time for the Cardholder per billing cycle being the maximum amount of spending permitted by the Business for the Cardholder using the Business Charge Card. A Cardholder Limit cannot be increased by the Business such that the total of all Cardholder Limits exceeds the Business Limit.

Cardholder Statement: a monthly statement of the Card Transactions for a Cardholder Account which will be sent to the Business each month and to be distributed by the Business to the relevant Cardholder(s).

Card Transaction: any payment made, or Cash Advance obtained by use of a Business Charge Card (or the number of the Business Charge Card) which is debited to a Cardholder Account.

Card Type: any Card we issue under the Visa, Mastercard, American Express or any other Card acceptance scheme.

Cash Advance: cash withdrawals and cash advances made by Business Charge Card or Business Charge Card number, including purchases of currency or travellers' cheques.

Charges: the charges applicable to the Services which are agreed with the Business at the start of this Agreement (as may be varied from time to time pursuant to condition 12.3) and which will be debited to the Business Account.

Conditions of Use: the conditions for the use of the Business Charge Card by a Cardholder which are set out below, and which may be varied by us from time to time in accordance with condition 15.

Lloyds Banking Group: includes Bank of Scotland plc and a number of other companies using brands including Lloyds Bank, Halifax and Bank of Scotland and their associated companies.

Payment Account: the business current account held by the Business with the Payment Account Bank and nominated by the Business in the Direct Debit authority for the payment of the Card Transactions and Charges.

Payment Account Bank: one of the Bank of Scotland Banks with which the Business holds a Payment Account.

Payment Scheme Exchange Rate: the foreign exchange wholesale rate set by Mastercard and applied to Card Transactions carried out in foreign currencies to convert them to Sterling.

PIN: the Personal Identification Number issued to Cardholders (or subsequently selected by the Cardholders where self-selection is available) to enable a Cardholder to make a Card Transaction.

Retailer: a person who agrees, by arrangement with us or Card acceptance scheme, to accept the Business Charge Card as payment for goods or services.

Security Code: the last three digits on the signature strip on the reverse of a Business Charge Card.

Services: the Business Charge Card facilities to be provided to the Business and to the Cardholders pursuant to this Agreement, together with any other services associated with the Business Charge Card that we may make available to the Business and/or the Cardholders from time to time.

Statement: a monthly statement of account for the Business Account, which will set out a record of the Card Transactions for each Cardholder Account and the Charges incurred.

TPP: a third party provider, authorised by law to access information from your payment accounts. For example this might include an account aggregator which gives you a consolidated view of your account information across multiple providers.

User Guide: the guidelines for using a Card provided by us and which may be varied by us.

we/us/our: Bank of Scotland plc and any person we may transfer our rights or duties to.

you/your: the Business named at the beginning of the Agreement.

Personal and business data and Lloyds Banking Group

Using data for provision of payment services

You give us your explicit consent (or have obtained the explicit consent of the relevant individual) for us to access, process and keep any personal information that you provide to us for the purposes of providing payment services to you. This won't affect any rights any of us have under data protection legislation. You can withdraw your consent by ending your agreement with us.

Bank of Scotland Business Charge Card Conditions of Use

Conditions of Use

1. Each Cardholder must sign their Business Charge Card as soon as they receive it.
2. The Cardholder must not allow any other person to use the Business Charge Card, Business Charge Card number, Security Code or PIN and must always keep them safe. The Cardholder must always follow any instructions we give in connection with the use and safekeeping of the Business Charge Card, Business Charge Card number and PIN.
3. The Cardholder must memorise the PIN and then destroy the slip on which it is printed. The PIN must be kept secret. Do not let anyone else know it or use it.
4. The Cardholder should not write the PIN on the Business Charge Card or on anything which is kept at any time with the Business Charge Card.
5. In the event of any loss, theft, or possible misuse of a Business Charge Card, the Cardholder must give us or our agents any information or help we ask for, and assist us to recover the Business Charge Card where relevant. We may pass the information provided to the police or any other relevant third party.
6. If a Business Charge Card is found after the Cardholder or the Business has told us it has been lost or stolen, it must not be used. The Cardholder must ensure that it is destroyed immediately by cutting off the bottom left hand corner through the smartcard chip.
7. If either we or the Business asks the Cardholder to return the Business Charge Card to us or the Business Representative, the Cardholder must do so immediately, with the bottom left hand corner cut off through the smartcard chip.
8. The Cardholder Account may only be used for the purposes of the Business and may not be used for any other purposes, including personal, family or household purposes. The Cardholder shall be liable to the Business for payment of any Card Transactions made by him/her which are not authorised by the Business. The Business will remain liable to us for all Card Transactions and any Charges until payment is made of the full amount outstanding.

9. The Cardholder shall be responsible to the Business for checking his/her Cardholder Statement.
10. Cardholders must not exceed their Cardholder Limit.
11. The Business shall be liable for payment of all reasonable expenses incurred by us:
 - 11.1 as a result of any breach by a Cardholder of these Conditions of Use, as amended from time to time; and
 - 11.2 in recovering any Business Charge Cards which should have been returned to us.
12. We may also debit the Cardholder Account with any costs or expenses we incur in enforcing our rights under the Agreement or these Conditions of Use, as amended from time to time.
13. All expenses, costs and charges referred to in these Conditions of Use, as amended from time to time, shall be debited to the Cardholder or Business Account.
14. The Business Charge Card, Business Charge Card number, Security Code or PIN must not be used for any illegal purpose or outside the period shown on the Business Charge Card or if we have cancelled or suspended it.

Help and Information

If you have any queries about the Business Charge Card or require a copy of this Agreement or any document referred to in it, please contact your relationship team or Business Card Services in writing at Bank of Scotland plc, 11 Portland Street, Manchester, Greater Manchester M1 3HU or by telephone on **0345 300 4709**.

These Business Charge Card Terms and Conditions can also be found on our website at business.bankofscotland.co.uk/business-home/rates-and-charges/terms-and-conditions/

Our service promise.

If you experience a problem, we will always try to resolve it as quickly as possible. Please bring it to the attention of any member of staff. Our complaints procedures are published at bankofscotlandbusiness.co.uk/contactus

If you are dissatisfied with the outcome of a complaint that you have made to us, you may be eligible to refer the matter to the Financial Ombudsman Service ("FOS"). To understand whether you are eligible to refer the matter to the FOS, please speak to the FOS directly or refer to the FOS' website at www.financial-ombudsman.org.uk. Details of how to contact the FOS can also be found on our Website.

Please contact us if you'd like this information in an alternative format such as Braille, large print or audio.

If you have a hearing or speech impairment you can use Text Relay (previously Tynetalk) or if you would prefer to use a Textphone, please feel free to call us on **0345 300 2755** (lines open 7am-8pm, Monday to Friday and 9am-2pm Saturday).

bankofscotlandbusiness.co.uk

Calls may be monitored or recorded in case we need to check we have carried out your instructions correctly and to help improve our quality of service.

Bank of Scotland plc. Registered Office: The Mound, Edinburgh EH1 1YZ. Registered in Scotland No. SC327000.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

We adhere to the Standards of Lending Practice which are monitored and enforced by the LSB: www.lendingstandardsboard.org.uk

Bank of Scotland plc is covered by the Financial Services Compensation Scheme and the Financial Ombudsman Service. (Please note that due to the schemes' eligibility criteria not all Bank of Scotland business customers will be covered by these schemes.)

The Lloyds Banking Group includes companies using brands including Lloyds Bank, Halifax and Bank of Scotland and their associated companies. More information on the Lloyds Banking Group can be found at lloydsbankinggroup.com

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**BANK OF
SCOTLAND**