

Commercial cards Part A

GENERAL CONDITIONS (PART A)

We use headings in these terms and conditions to make them easier to read. The headings do not affect how the terms and conditions are interpreted.

About us We (or us) are Bank of Scotland plc registered in Scotland with a registered office address of The Mound, Edinburgh EH1 1YZ and a registered company number of SC327000 (and any successors or assigns of Bank of Scotland plc).	About you You are the business we maintain the Business Account for. If you are a partnership of two or more persons, this Agreement applies to each of you and you'll be responsible both individually and as a group (this is known as 'joint and several liability'). You must be using the Services in the course of your business. You must tell us promptly about any changes to your business.
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1. Our Agreement with you

Our **Agreement** with you is made up of these General Conditions (Part A), the Product Conditions (Part B) for the commercial card product you have with us, and any additional conditions regarding the Services that we agree with you in writing from time to time. The General Conditions (Part A) contain the main terms for our relationship with you. The Product Conditions (Part B) contain terms that are specific to the commercial cards product you have with us. If there is any conflict between the General Conditions and Product Conditions, the Product Conditions will override the General Conditions. You can ask us for a copy of the Agreement at any time.



Words we use Sometimes we give specific meanings to words, so we have capitalised them when they are used in this Agreement. We explain those words here or where we use them. Agreement: these General Conditions (Part A), the Product Conditions (Part B) for the commercial card product you have with us and any additional conditions regarding the Services that we agree with you in writing from time to time. Business Account: the control account in your name that we open and maintain to provide the Services to you, and into which we bring together the Cardholder Account(s). Business Day: 9am to 5pm Mondays to Fridays other than public and bank holidays in England and Wales or Scotland (if you are in Scotland). Business Limit: the maximum amount of credit we provide to you under this Agreement per billing cycle. Business Representative: the person you nominate as the main point of contact for Cardholders and for us. This is the person to whom we'll deliver Cards, PINs and other information about the product from time to time in line with this Agreement. Business Statement: the statement of the Business Account. Card: any card issued under this Agreement (including renewal, replacement and additional Cards). Cardholder: any individual you have authorised to use a Card we have issued under this Agreement. Cardholder Account: the account we open and maintain for each Cardholder that records their Transactions. Cardholder Limit: the maximum amount of spending allowed for the Cardholder per billing cycle. Cardholder Statement: a statement of Transactions for a Cardholder Account. Cash Withdrawal: cash withdrawals and advances made by a Card or Payment Device, including purchases of currency or travellers' cheques. Conditions of Use: the conditions for use of a Card by a Cardholder, which are set out below. We may vary them from time to time in line with this Agreement. Eligible Purchase: a purchase from a Merchant by a Cardholder using their Card, which may be subject to additional Merchant conditions. Lloyds Banking Group: includes Bank of Scotland plc and other companies that use brands including Lloyds Bank, Halifax and their associated companies. Mastercard Business Savings: a reward programme provided and managed by Mastercard International Incorporated and which processes information about Rewards, subject to the Mastercard Business Savings Conditions. Mastercard Business Savings Conditions: the terms and conditions between you and Mastercard International Incorporated for Mastercard Business Savings, which may be varied from time to time. You can view the current terms and conditions at mastercardbusinesssavings.co.uk or any other URL that we or Mastercard International Incorporated tells you about. Mastercard Business Savings Website: the website for Mastercard Business Savings, the URL for which is noted in the User Guide.

<p>Merchant: a merchant participating in Mastercard Business Savings, who offers or provides Rewards on Eligible Purchases.</p> <p>Payment Account: your business current account held with us.</p> <p>Payment Date: the date in the Business Statement by which you need to pay the amount shown in the Business Statement.</p> <p>Payment Device: any personalised device or set of procedures, including a Card, electronic wallet, smart phone, use of a password or security details or Security Code or PIN that you use to access an account, give instructions or execute a Transaction.</p> <p>Payment Scheme: Mastercard.</p> <p>Payment Scheme Exchange Rate: the foreign exchange wholesale rate set by the Payment Scheme and applied to non-Sterling Transactions to convert them to Sterling. The relevant rate can be found at: www.mastercard.com/global/currencyconversion</p> <p>PIN: the Personal Identification Number issued to or selected by Cardholders.</p> <p>Retailer: a person who agrees, by arrangement with us or a card acceptance scheme, to accept the Payment Device as payment for goods or services.</p> <p>Reward: any Mastercard Business Savings rebate, offer or other reward given by a Merchant which may be subject to additional eligibility criteria or conditions as shown on the Mastercard Business Savings Website and as amended from time to time.</p> <p>Security Code: the last three digits on the signature strip on the reverse of the Card.</p> <p>Services: the services we provide under this Agreement, together with any other associated services that we or any other member of Lloyds Banking Group may make available from time to time.</p> <p>Third Party Provider or TPP: a third party provider authorised by law to access information from your payment accounts - for example, an account aggregator that gives you a consolidated view of your account information across multiple providers.</p> <p>Transaction: any purchase or Cash Withdrawal made using a Payment Device.</p> <p>User Guide: our guidelines and requirements for using your product, including Payment Devices. We may vary them from time to time.</p> <p>Website: business.bankofscotland.co.uk or any other URL we tell you about.</p>

2. **Your obligations**

You must ensure that:

- a) you have a Business Representative at all times and that you tell us in writing or using a form we provide if they or their details change;
- b) the Business Representative distributes the Cards and PINs to the Cardholders on receipt, together with the User Guide and Conditions of Use enclosed with the Card;
- c) the Business Representative informs each Cardholder of their Cardholder Limit;
- d) all Cards are signed by the relevant Cardholder immediately upon receipt;
- e) all Cardholders have access to and comply with the current version of the Conditions of Use;
- f) Cardholder Statements are distributed to the relevant Cardholders immediately on receipt;
- g) the Business Representative complies with all their responsibilities contained or referred to in this Agreement or the User Guide; and
- h) each Card is only used within the Cardholder Limit. In deciding whether or not this limit has been exceeded, we'll look at the amount of any Transaction not yet debited, and any authorisation we have given regarding a prospective Transaction.

!	<p>You must ensure that you and Cardholders do not use a Payment Device:</p> <ul style="list-style-type: none"> a) for any illegal purpose; b) in a way that is not permitted by the User Guide, Conditions of Use or any other requirements we give you, Business Representatives, other representatives of your business or a Cardholder; c) after the expiry date of the Payment Device; or d) if we have cancelled or put a stop on that Payment Device.
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3. **Business Limit and Cardholder Limits**

We agree the Business Limit with you when you apply for your product and show it in your Business Statement. You must choose a Cardholder Limit for each Cardholder. Each Cardholder must never exceed their Cardholder Limit. The total amount of the Cardholder Limits must never exceed the Business Limit. In deciding whether or not any such limits have been exceeded, we'll look at the amount of any Transaction not yet debited and any authorisation we have given regarding a prospective Transaction.

We will not increase the Business Limit or any Cardholder Limit without telling you. You can refuse any increase and we'll tell you at the time how to do this. In some circumstances we may lower the Business Limit. Generally we'll tell you in advance if we intend to do this but there may be instances where we make such a reduction in the Business Limit without notifying you in advance. If we reduce the Business Limit, we may also reduce individual Cardholder Limits. If you have not used the Business Limit or any part of it for a period of six months, we may agree with you to reduce the Business Limit. We'll take into account your product spending profile in the six months before that period.

We can decline Transactions that take a Cardholder over their Cardholder Limit or take you over the Business Limit. But if we do allow them, you must repay us the excess and any charges you owe us as soon as we ask you to.

How you can change your limits is set out below.

Change the Business Limit	Change the Cardholder Limit
<p>Using a form we provide.</p> <p>Any increase is subject to our credit review and approval process. You can also ask us to decrease your Business Limit</p>	<p>You or the Business Representative can ask us in writing or using a form we provide.</p> <p>As long as the total Cardholder Limits remain within the Business Limit, we'll put the new Cardholder Limit in place within 10 Business Days after you have asked us to.</p> <p>The Business Representative is responsible for telling the Cardholder about changes in their Cardholder Limit.</p>

4. Third Party Providers (TPPs)

Your Business Representative can allow a TPP to access the information on your Business Account for you if you are registered for internet banking. If the TPP identifies itself to us, and complies with relevant regulatory requirements, we'll treat any instruction from a TPP as if it were from you.

We may refuse to allow a TPP to access your account information if we are concerned about fraudulent or unauthorised access by that TPP. Before we do this, we'll tell you and explain our reasons for doing so, unless it is not reasonably practicable, in which case we'll tell you immediately afterwards. In either case, we'll tell you in the way we consider most appropriate in the circumstances. We won't tell you about refusing access to a TPP if doing so would compromise our reasonable security measures or otherwise be unlawful.

We may make available to a TPP a specific means of accessing your account. If we do, and it tries to access your account in another way, we may refuse to allow that access.

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 Transaction. We'll only respond to a request if you have expressly told us we can.

5. Managing your Cards

How you can manage your Cards is set out below.

Apply for Cards for new Cardholders	End a Cardholder's use of a Card
<p>Using a form we provide.</p>	<p>Using a form we provide.</p> <p>You must ensure the relevant Card is destroyed (cut in two through the chip). The Cardholder's use of a Card will not effectively end until the Card is destroyed.</p>

Cards belong to us and you must return them to us as soon as possible if we reasonably ask you to do so.

6. Cash Withdrawals

Cardholders may make Cash Withdrawals from an ATM of up to £500 per day provided they do not exceed their Cardholder Limit.

7. Authorising a transaction

A Transaction, including a single Transaction, a series of recurring Transactions or a future Transaction (of a certain or uncertain amount), will be regarded as authorised by you where if a Cardholder:

- a) uses a Payment Device together with the PIN, Security Code or other security details and where appropriate uses any "proceed" or similar key;
- b) waves or swipes a Payment Device over a contactless card reader;
- c) signs a sales voucher; or
- d) follows any other method we tell you about.

A Retailer, ATM operator or other third party may ask us to confirm Authorisation for a Transaction that a Cardholder wants to make. This may delay the Transaction and stop it being made straight away or at all.

We may refuse to authorise a Transaction if this is reasonable. Examples of this include if the Transaction would cause the Business Limit or Cardholder Limit to be exceeded, you are in breach of this Agreement or we (or the systems we use) reasonably suspect the Transaction would be fraudulent. We may refuse

to process or delay processing any Transaction if we reasonably believe that not doing so may cause us to breach a legal or regulatory requirement or may expose us (or another company in the Lloyds Banking Group) to action from any government or regulator.

When we authorise a Transaction, it will immediately reduce the available funds in the relevant Cardholder Limit and the Business Limit.

You or a Cardholder will usually find out that we have refused to authorise a 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 Transaction has been refused. If any Transaction is declined you may contact us. If we have declined the Transaction we will tell you why, where reasonably possible. We are not responsible for any loss if a Retailer refuses to accept a Payment Device or we refuse to authorise a Transaction, or delay doing so.

If you or a Cardholder authorises a future Transaction and its amount is not known, we may reserve funds in the relevant Cardholder Account if you or the Cardholder consent to an exact amount of funds to be reserved. We'll release the reserved funds when we know the Transaction amount.

8. Cancelling transactions

Information about cancelling transactions is set out below.

What Transactions can you or the relevant Cardholder cancel?	<ul style="list-style-type: none"> • Transactions scheduled for a future date. • A series of recurring Transactions.
What you or the relevant Cardholder must do	<ul style="list-style-type: none"> • Tell us by the end of the Business Day before the day the Transaction is due to be made; and • Tell the Retailer that you have asked us to cancel the Transaction and tell them if you want to cancel your agreement with them
What will happen	<ul style="list-style-type: none"> • We will not carry out a Transaction once you or the Cardholder has withdrawn authorisation. • Unless you or the Cardholder tell us otherwise, we'll treat cancellation of recurring Transactions as cancelling all future Transactions in the series.

9. Refunds and responsibilities

The table below shows when we'll give you a refund. It also shows when you are responsible for losses caused by unauthorised Transactions. Other than our responsibilities set out in this section, we have no further responsibility to you for unauthorised transactions.

The table below explains when you'll receive a refund

What went wrong?	You'll receive a refund if:	What you'll get	You won't receive a refund if
You, or the relevant Cardholder, paid more than you expected	<ul style="list-style-type: none"> • the exact amount of the payment was not specified • the amount of the payment is more than you could have reasonably expected to pay; and • you request the refund from us within eight weeks from the date the amount was debited from the relevant Cardholder Account. 	<p>We'll refund you the amount of the payment and any related interest and charges you directly incur.</p> <p>You must give us any information we reasonably require so we can ensure you satisfy the refund requirements before we pay it.</p> <p>We'll give you a refund or inform you why you are not entitled to it within 10 Business Days of the later of:</p> <ul style="list-style-type: none"> • our receipt of your request for a refund; or • our receipt of any information we ask you for. <p>If you are not happy with our decision, you can contact us or make a complaint to us.</p>	<ul style="list-style-type: none"> • you or the relevant Cardholder gave authorisation for the Transaction directly to us and we provided or made available the amount of the payment to you or the Cardholder at least four weeks before the due date for payment.
A payment was made that you or the relevant Cardholder didn't authorise	<ul style="list-style-type: none"> • you or the relevant Cardholder did not authorise a Transaction . But this applies only if you notify us without undue delay after becoming aware of the unauthorised transaction, and in any event within 13 months of the date we debited the payment from the relevant account. 	<p>We'll refund the amount of the Transaction. If relevant, we'll also restore the relevant account to the position it would have been in had the unauthorised transaction not taken place.</p> <p>We'll do this by the end of the next Business Day.</p> <p>You must give us any information we reasonably need to assess whether a refund is due.</p> <p>We may also investigate after providing a refund. If we find you were not entitled to the refund, we'll debit the refunded amount from the relevant account. We'll give you reasonable notice before we do.</p>	<ul style="list-style-type: none"> • you don't notify us in time; or • we find the Transaction was authorised by you or a relevant Cardholder; or • you or the relevant Cardholder acted fraudulently or with gross negligence (extreme carelessness).

Responsibility for unauthorised transactions

Unless you or a Cardholder has acted fraudulently or with gross negligence (extreme carelessness), you won't be responsible if losses happen:

- a) from the use of a lost or stolen Payment Device but you must tell us as soon as you become aware of such loss or theft;

- b) from the misuse of a Payment Device because you failed to keep the personalised security features safe;
- c) after you have notified us of the loss, theft, or unauthorised use of the Payment Device;
- d) because we had failed to provide the means for you to notify us of the loss, theft, or unauthorised use of the Payment Device;
- e) from the use of a Payment Device used without your permission before you receive it; or
- f) because we had failed to apply procedures that we are legally required to use to check that a payment has been authorised by you or a Cardholder.

If you or a Cardholder has acted fraudulently or with gross negligence (extreme carelessness), you will be responsible for all losses incurred.

10. Mistaken payment

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 don't have to ask you to agree to this, but will let you know if it happens. We'll act reasonably and try to minimise any inconvenience to you. If we cannot return funds to that person, we may give them details about you and your Business Account so they can recover the money from you.

11. Paying more than you owe

You must not pay us more than you owe when you make payments or transfer funds into your Business Account. If you have a credit balance on your Business Account at any time, we may apply it to recent or future Transactions. We may return any credit balance to the account from which the money has been sent or pay the funds into your Payment Account or any other current account you have with us. We don't pay interest on credit balances.

12. Lost or stolen Payment Devices

!	<p>You must tell us or ensure the relevant Cardholder tells us as soon as possible if: any Payment Device is lost or stolen; you or they think someone else knows the PIN; or any Payment Device might have been misused.</p> <p>You or the relevant Cardholder can tell us by telephone at any time on 0800 028 8335 (if abroad, +44 131 454 1605 (24 hours)). We may ask for written confirmation within seven days. Such confirmation should include the account number of the Card. We may provide a new Card where a Card is lost, stolen or has expired.</p>
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If a lost or stolen Card is later found, it must not be used and must be destroyed (cut in two through the chip). We may ask the Business Representative to notify us in writing that the Card has been destroyed or we may require you to return the Card to us.

Both you and the relevant Cardholder must provide all information we reasonably request and help us, our agents and the police (if we need to involve them) to investigate the loss, theft or possible misuse of a Payment Device, or the disclosure of the PIN. You must also help us recover the Card. Both you and each Cardholder consent to the disclosure to relevant third parties of information about the particular Cardholder Account connected with such matters.

13. Stopping or suspending a Payment Device

We can stop or suspend the use of a Payment Device or refuse to issue a new one if reasonable when:

- a) we're worried about the security of the Payment Device;
- b) we think there has been unauthorised or fraudulent use of the Payment Device;
- c) we think the risk of you not repaying the credit is significantly increased; or
- d) we reasonably believe that not doing so may cause us to breach a legal or regulatory requirement or may expose us (or another company in the Lloyds Banking Group) to action from any government or regulator.

If we stop or suspend a Payment Device or refuse to issue one for one of these reasons, we are not responsible for any resulting loss or damage you may suffer.

We'll tell you as soon as we reasonably can if we are going to suspend, stop, or have stopped, the use of a Payment Device. We'll also tell you why unless the law prevents us doing so or it would undermine our security measures. We won't suspend a Payment Device for longer than we need to, and will allow it to be used again or replace it as soon as possible.

If we have stopped the use of a Card, you'll be responsible for taking steps to ensure the Card is not used, is recovered and is destroyed (cut in two through the chip). We may require you to return the Card to us. The balance on a Cardholder Account will become due and payable immediately without notice if we reasonably consider it may reduce your ability to repay it.

!	<p>If you need to discuss the stop on a Payment Device with us, you can call us on 0345 300 4709 (if abroad +44 1383 641113) or write to us at Business Card Services, Bank of Scotland plc, 11 Portland Street, Manchester, Greater Manchester, M1 3HU.</p>
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14. When we are not liable

We are not liable for:

- a) loss of profit, revenue, production or business;

- b) loss of goodwill, reputation or opportunity;
- c) loss of anticipated savings or margin;
- d) loss of bargain;
- e) costs regarding wasted managerial, operational or other time;
- f) loss of or corruption of data or information;
- g) claims made against you by third parties;
- h) indirect, consequential or special loss;
- i) a Transaction being declined or a Payment Device not being accepted as payment, nor for any loss or damage resulting from the way either is communicated to you or the relevant Cardholder;
- j) the refusal of any other bank, ATM or other machine or Retailer to accept or honour the Payment Device; or
- k) the goods and services supplied to you or the Cardholder.

A delay in enforcing any term or condition of this Agreement is not a waiver nor will it in any way affect any of our rights under this Agreement.

15. Changes to the Agreement

This table sets out how and when we can make changes to the Agreement or Conditions of Use.

Reason for changing the Agreement or Conditions of Use	How much notice we'll give you before the changes come into effect
Changes to the Payment Scheme Exchange Rate	These changes will take effect immediately without notice on being amended by the Payment Scheme.
A favourable change to any interest rate or charges which apply to you	We'll make the change immediately without notice, and we'll show changes on the Business Statement.
Amend our charges (as noted in Part B of this Agreement) or how they are calculated, introduce new charges and/or amend any agreed with you	At least two months' written notice.
An unfavourable change to any interest rate or charges which apply to you.	
Any other reason. For example, we may make changes to: <ul style="list-style-type: none"> • comply with changes to relevant legislation, regulations or codes of practice; • rectify errors; • improve security; • change the scope of the services that we provide ; or • take account of reorganisations in Lloyds Banking Group. 	
Change in relevant legislation, regulations or codes of practice which apply to us or how we are regulated that prevents us giving you two months' written notice.	As much written notice as is reasonably possible.

16. What you can do if we make a change

If we make a change, your options are set out below in the table.

Type of change	Your options	Next steps
One we can make immediately	Accept the relevant change	We'll assume you are happy with the change unless you decide to end your Agreement.
	End your Agreement	You cannot reject the change but you can end the Agreement if you want to (see 'Ending the Agreement').
One we have to tell you about in advance	Accept the relevant change	We'll assume you are happy with the change unless you tell us otherwise.
	Before a change comes into effect you may reject the change.	You must tell us in writing. The Agreement will end the day before the change comes into effect, unless you have specified an earlier date and provided that you have paid all amounts owing. We won't charge you for ending the Agreement.

17. Removal of a Cardholder

If any Cardholder leaves your employment, dies, or is made bankrupt (or in Scotland sequestration):

- a) you must inform us in writing or using a form we provide;
- b) your obligations under the Agreement will continue in full force;
- c) you must take steps to ensure the Payment Device is recovered and destroyed (if it is a Card, you will need to cut it in two through the chip); and
- d) we'll cancel their Card.

18. Ending the Agreement

This Agreement will continue until terminated in line with this clause.

Who can end it	Reason for ending the Agreement	Notice needed
You	At any time for any reason.	At least one month's written notice to us.
Us	At any time for any reason.	At least two months' written notice to you (provided we also give you any other notice we must give you by law)
	You seriously or repeatedly breach this Agreement or another agreement you have with us.	None (unless required by law).
	We reasonably suspect fraudulent activity in connection with this Agreement or the Services (or both).	
	You, a Business Representative, other person acting on your behalf or a Cardholder, does anything we reasonably believe will seriously damage our reputation.	
	We reasonably believe that you or a Cardholder is using the Services in connection with a purpose that is unlawful.	
	You, a Business Representative, other person acting on your behalf or a Cardholder behaves threateningly or abusively towards our staff.	
	You fail at any time to meet any identification or other checks required by law or regulation.	
	We reasonably believe that this Agreement or the use of any Payment Device would result in a breach of law or regulation by us or may expose us (or another company in the Lloyds Banking Group) to action from any government or regulator.	
	You or any Cardholder seriously or repeatedly breaches the Conditions of Use.	
	We are required to do so to comply with legal, fiscal or regulatory changes.	
	We find that any information you have given us (whether in connection with the Agreement or not) is inaccurate in a significant way.	
	We find that you entered into the Agreement with us without telling us in writing that material litigation was, or material administrative, criminal or judicial proceedings were, being taken against you ("material" means likely, if successful, to have a damaging effect on you).	
	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.	
	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 try to do so), without our consent.	
	You change the nature of your business as it is now conducted.	
You do not have the insurance over your business and its assets that is normal for a business of your type. You must show us evidence of such insurance if we request it.		
You factor or assign any debts owed to you without our consent.		
Closure is required by court order or regulator's direction or decision.		
You die, become of unsound mind or are Insolvent.		
We treat you as Insolvent if:		

	<ul style="list-style-type: none"> • you or any other person takes or threatens to take any step in connection with – <ul style="list-style-type: none"> ○ a suspension or re-scheduling of payments by you, a moratorium of any of your debt or your dissolution or reorganisation (by voluntary arrangement, scheme of arrangement or otherwise); ○ the making of any arrangement with any of your creditors; ○ the appointment of an administrator or the intention to appoint an administrator for you; ○ the appointment of a liquidator, receiver or any similar officer for you or any of your assets; or ○ any equivalent procedure in any jurisdiction; • you can't pay your debts as they fall due; or • you stop trading or threaten to. 	
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19. **What happens when this Agreement ends**

On termination of the agreement:

- a) you must make sure that Cardholders return their Cards to you and that all Cards are destroyed (cut in two through the chip);
- b) we'll have no further obligations to you;
- c) all outstanding amounts will become immediately due and payable;
- d) your obligations under the Agreement will continue in force until you have paid us all outstanding amounts; and
- e) we'll keep the Payment Account and your Business Account open until all Transactions have been processed and you have paid us all amounts owing.

! If you have paid any charges in advance under the Agreement, like an Annual Fee, we'll refund any unused part of the charge.

20. **Promotions**

We'll give you written notice of any promotional offers we run.

You may lose the promotional offer if (i) you are in serious breach of this Agreement (ii) you miss a payment or exceed the Business Limit, and do not correct this within 10 Business Days after we have told you about it, or (iii) there is any misuse of a Payment Device or we suspect fraud. We will not restore any promotional offer once it has been withdrawn.

21. **Mastercard Business Savings**

We enrol your Cards onto Mastercard Business Savings. You hereby accept the Mastercard Business Savings Conditions, which you should read.

You may receive Rewards on Eligible Purchases. You should read information about the Rewards including any additional eligibility criteria or conditions for those on the Mastercard Business Savings Website. You must share this information with Business Representatives and Cardholders. If you receive any Rewards, they will be shown on your Business Statement. A Reward may not appear on the same Business Statement as the related purchase.

We are not responsible for:

- a) providing or managing Mastercard Business Savings;
- b) any Rewards or your ability to use or receive them;
- c) the crediting of any Rewards;
- d) reversals or adjustments to Rewards you have received;
- e) the accuracy or completeness of any information about Rewards; and
- f) any acts or omissions of Mastercard International Incorporated or any Merchant.

Each Card will be enrolled onto Mastercard Business Savings. You may ask us in writing or using a form we provide to stop Mastercard Business Savings on any Card(s). If you do, it will end within 30 days of us receiving your request. You may continue to receive Rewards during that period. If you don't want Mastercard Business Savings on any additional or replacement Cards you'll need to tell us.

We may end your participation in Mastercard Business Savings at any time by giving you 30 days' written notice or immediately without prior notice if we must do so for legal or regulatory reasons.

Any reversals or adjustments to Rewards that you have received may continue after your participation has ended.

You can find out more about Mastercard Business Savings in the User Guide.

22. Third party rights

Nothing in this Agreement confers or is intended to confer a benefit enforceable by a person who is not a party to it. Such a person has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

23. Assignment and sub-contracting

We may transfer any of our rights and obligations under this Agreement, or sub-contract any of our obligations, to another person without your consent, but you may not do this. You agree to promptly execute all documents that we reasonably require to make any transfer effective.

24. Notices and communication

Any notice you or we have to give must, unless this Agreement says otherwise, be in writing and sent by post or delivered by hand to the other party (and regarded as received upon receipt). Our address for notices is Business Card Services, Bank of Scotland plc, 11 Portland Street, Manchester, Greater Manchester M1 3HU. Your address will be your correspondence address on the application form for the Business Account. Either party may change its address for communication by giving seven days' notice in writing to the other or using a form we provide.

We'll use your contact details and suitable secure procedures to let you know if we suspect fraud or a security threat, or if any major operational or security incident may affect you. You must tell us in writing or using a form we provide if your contact details change.

This Agreement is in English and communications and notices between us will be in English.

25. Force majeure

We are not liable to you or any Cardholder for:

- a) any breach, failure or delay to fulfil our obligations;
- b) any act or omission of Retailers or agents; or
- c) any loss or breach caused by the failure of any of our machines, data-processing systems or transmission links or any industrial disputes,

if it is due to abnormal and unforeseeable circumstances beyond our control. These include 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.

We or any member of the Lloyds Banking Group (or both) may be subject to sanctions or embargoes (or both) imposed by the international community including the UK, EU, UN and the USA. We may refuse 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. We are not liable for any loss, damage, cost or expense from these causes. We may disclose to the relevant authorities any information about any Transaction or payment (or both) that they may require.

26. Severability

Each of the terms in this Agreement operates separately. If any court or relevant authority decides that any of the terms is unlawful, the rest will remain in full force and effect. Any unlawful terms apply with whatever modification is needed to give effect to your and our commercial intentions.

27. Governing law

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by and interpreted in line with 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 England and Wales or Scotland (depending on where your Payment Account is held) have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement. This includes any dispute about a non-contractual obligation arising in connection with this Agreement.

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

29. Help and information

If you have any queries about the Card or need a copy of this Agreement or any document referred to in it, please contact your relationship team or Business Card Services at Business Card Services, Bank of Scotland plc, 11 Portland Street, Manchester, Greater Manchester, M1 3HU or by telephone on 0345 602 2042. This Agreement can also be found on our Website.

30. Our service promise

If you experience a problem, we'll always try to resolve it as quickly as possible. Please inform any member of staff. We publish our complaints procedures at business.bankofscotland.co.uk/business-home/contact-us

If you are dissatisfied with the outcome of a complaint 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.

Conditions of Use

1. Each Cardholder must sign their Card as soon as they receive it.
2. The Cardholder must not allow any other person to use the Card, 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 Card, 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 Card or on anything which is kept at any time with the Card.
5. In the event of any loss, theft, or possible misuse of the Card, the Cardholder must give us or our agents any information or help we ask for, and assist us to recover the Card where relevant. We may pass the information provided to the police or any other relevant third party.
6. If a Card is found after you or the Cardholder has told us it has been lost or stolen, it must not be used. The Cardholder must ensure it is destroyed immediately by cutting off the bottom left-hand corner through the smartcard chip.
7. If we or you ask the Cardholder to return the 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 your business and may not be used for any other purposes, including personal, family or household purposes. You remain liable to us for all Card Transactions and any Charges until payment is made of the full amount owing.
9. Where there is more than one Cardholder Account, each Cardholder is responsible to you for checking their Cardholder Statement.
10. Cardholders must not exceed their Cardholder Limit.
11. You are liable for payment of all reasonable expenses we incur:
 1. as a result of any breach by a Cardholder of these Conditions of Use, as amended from time to time; and
 2. in recovering any Cards which should have been returned to us.
12. We may also debit the relevant Cardholder Account and the Business 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. We'll debit all expenses, costs and charges referred to in these Conditions of Use, as amended from time to time, to the relevant Cardholder Account and Business Account.
14. A Cardholder must not use the Card, Card number, Security Code or PIN for any illegal purpose or outside the period shown on the Card or if we have cancelled or suspended it.

Part B – Product Conditions for Business Charge Cards

PRODUCT CONDITIONS (PART B)

Under 'Words we use' in Part A, we have set out the meanings we give to capitalised words in this Agreement unless we have defined them elsewhere.

Key Financial Information

1. Monthly payment

You must pay the full balance under this Agreement, as shown in your Business Statement, by direct debit from your Payment Account on time each month.

2. Annual Percentage Rate (APR)

The typical APR is 2.18% (variable).

Other Financial Information

3. Charges

You may incur charges to your Payment Account if you create a debit balance or exceed an agreed overdraft limit. You should read the charges brochure relevant to your Payment Account for details about the level of charges. You will not incur any default charges under this Agreement as your direct debit will be for the full amount owed.

Other charges that apply	
Charge	Explanation
Cash Withdrawal Charge	2.5% of the amount of each Cash Withdrawal by a Cardholder (minimum £2.50) unless we tell you a charge is not payable. If a Payment Device is used for a Cash Withdrawal from another bank, ATM, or travel bureau or similar outlet, then that third party may also charge you a handling fee.
Non-Sterling Transaction Fee	All non-Sterling Transactions will be converted to Sterling and debited to the relevant Cardholder Account and the Business Account at the Payment Scheme Exchange Rate. Our Website says more about the Payment Scheme Exchange Rate and how to compare it with other exchange rates. Depending on the Payment Scheme, the Transaction may be converted when it is made or added to the Cardholder Account or Business Account. You can ask us at what point the Transaction will be converted. Exchange rates may change, so the exchange rate we use to convert the Transaction may differ from the exchange rate on the Transaction date. The exchange rate we use will appear on your Business Statement and if applicable the relevant Cardholder Statement. We'll add the Non-Sterling Transaction Fee of 2.95% of the value of each non-Sterling Transaction to the converted Sterling amount. The Non-Sterling Transaction Fee is a fee for currency conversion. We'll show this fee and the converted Sterling amount on the Business Statement and if applicable the relevant Cardholder Statement. You agree to exclude provisions of law that we can disapply for business customers. This means we will not send you certain information, such as electronic messages after each non-Sterling Transaction, which might be sent to personal customers.

	<p>If a Retailer converts a non-Sterling Transaction into Sterling (dynamic currency conversion), we receive the Transaction in that Sterling amount.</p> <p>Any Cash Withdrawals are subject to a Cash Withdrawal Charge. If you withdraw or buy non-Sterling cash, we'll also apply the Non-Sterling Transaction Fee.</p>
Servicing Charge	We charge £5 for copies of Transaction receipts, unless the Transaction query shows we have made a mistake.
We'll debit the Cash Withdrawal Charge, Non-Sterling Transaction Fee and Servicing Charge to the Business Account when they arise.	
Annual Fee	<p>You must pay an Annual Fee of £32 for each Cardholder. We'll charge this each time you add a new Cardholder to the Business Account in the month after you add them and then on the anniversary of that date each year.</p> <p>We do not refund any of the Annual Fee if you remove a Cardholder from the Business Account but keep the Business Account open. When this Agreement terminates, we'll refund part of any Annual Fee(s) you have already paid for each Cardholder for the year in which termination occurs. Our refund will be proportionate from the date of termination to the end of the year for which you have paid the fee.</p>
We can change rates, fees and charges. Details of how this happens are set out in Part A. The APR does not take any changes into account	

4. Product specific details

You must hold a Payment Account with us. You must use it to make payments to us under this Agreement. Your Payment Account must remain open at all times during this Agreement.

User Guides give more information about using the product.

5. Transactions

We'll debit Transactions to the appropriate Cardholder Account when the Payment Scheme tells us about them. We'll bring them together into the Business Account with other sums due under this Agreement.

The total amount of Transactions by the Cardholders on the Cardholder Accounts must not exceed the Business Limit.

6. Statements

We'll send you a Business Statement around the same date each month if there has been any movement on the Business Account in the relevant month. This will be a proper demand for payment. At the same time, we'll send individual Cardholder Statements if there is more than one Cardholder Account and there has been movement on the relevant Cardholder Account in that month.

You are liable for and must pay the full amount on each Business Statement by direct debit from the Payment Account no later than the Payment Date. The direct debit payment will take place at least fourteen Business Days after the date of the Business Statement. Cardholder Statements are not demands for payment. Cardholders are not liable for payments under this Agreement.

You must check the Business Statement and if applicable ensure each Cardholder checks their Cardholder Statement as soon as possible (preferably within 30 days), and tell us straight away if any entry looks wrong. If you don't, we may not be able to correct any mistakes. If we need to investigate a Transaction, you and the Cardholder must co-operate with us and the police if we need to involve them.

7. Payments

Payments take effect when credited to the Business Account. We may apply them against Transactions and charges in any order we decide. We'll tell you when we'll take your direct debit payment, which will be in enough time to clear the balance shown as owing on your Business Statement.

We'll credit direct debits to the Business Account balance on the Business Day we receive them. If we don't receive them on a Business Day, we'll credit them on the next Business Day.

8. When we will credit your Business Account

We'll ensure that we properly credit and correct your Business Account. We'll refund to you any interest and charges directly incurred on the Business Account that would not have otherwise occurred if:

- a) **we fail to credit your Business Account in the way set out in the "Payments" section above unless for a reason outside our control; or**
- b) **we incorrectly apply, or omit to apply, a Transaction to any Cardholder Account or your Business Account unless for a reason outside our control.**

9. General

If you or a Cardholder has any complaint with a Retailer, you must raise it with the Retailer.

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

Find out more:

- Go to business.bankofscotland.co.uk/business-home/
- Visit your local branch

If you have a hearing or speech impairment you can use Text Relay (previously Typetalk) or if you would prefer to use a Textphone, please feel free to call us on 0345 600 9644 (lines open 7am-10pm Mon-Fri and 8am -6pm on Saturday). 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. Our FCA Register number is 169628.

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 www.lloydsbankinggroup.com.