

# Business Currency Card Terms & Conditions

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Please read carefully and retain this copy

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## BUSINESS CURRENCY CARD TERMS & CONDITIONS

The use of the C. Hoare & Co. Business Currency Card is governed at all times by the C. Hoare & Co. Business Currency Card Terms and Conditions. These Business Currency Card Terms and Conditions set out the Bank's obligations to you and your obligations to the Bank for the use of the Business Currency Card facility.

### Definitions

1. In these Terms and Conditions:

"the Agreement" means:

- (a) In relation to the Business, the agreement between the Bank and the Business consisting of: (i) the company application form; (ii) the business application forms and any other documents which the Business is required to execute for the provision of the Card facility; (iii) these Terms and Conditions and any amendments to them as notified by the Bank to the Business from time to time; and (iv) the *Guide to your Accounts Terms & Conditions* (and all documents referred to therein).
- (b) In relation to an Authorised User, these Terms and Conditions, as varied from time to time.

"ATM" means Automated Teller Machine.

"Authorised User" means a Cardholder nominated under Condition 2.

"the Bank" means C. Hoare & Co., the provider of the Card.

"Business" means an organisation such as a Limited Company, Partnership (acting via the Partners), Limited Liability Partnership, Sole Trader, Association, Club, Society, Charity or Trust (acting via the Trustee(s)), and any agents thereof.

"Business day" means any day on which the Bank is open for business as required for the execution of a payment transaction.

"Card" means the Bank Currency Card issued to a Cardholder.

"Card Account" means an account maintained by the Bank in relation to Card Transactions.

"Cardholder" means any person to whom the Bank issues a Card at the request of the Business.

"Card Transaction" means any payment made by using the Card or Card Number, or in any manner authorised by the Cardholder (whether or not by signing a voucher or by using the contactless payment feature) and to be debited to the Card Account.

"Cash Withdrawal" means any cash advance obtained by using the Card or Card Number, or in any manner authorised by the Cardholder (whether or not by signing a voucher) and to be debited to the Nominated Currency Call Account.

"Credit Limit" means the maximum debit balance permitted on the Card Account as determined and notified to the Business by the Bank from time to time.

"Foreign Currency" means a transaction in a currency other than that in which the Card is denominated.

"Global Facility" means the maximum amount of credit which the Bank agrees to provide and notifies to the Business and which includes the total of all Cardholder Credit Limits.

"Nominated Currency Call Account" means the account with the Bank, nominated by the Business, to which Cash Withdrawals will be debited and the account to which monthly payments due under the Agreement are to be debited.

"Payment System" means any international card payment organisation whose logos and marks appear on a Card.

"Personal Information" means:

- (a) information which the Cardholder gives the Bank when applying for a Card or at any other time about his or her personal and financial circumstances, or which the Bank gathers about the Cardholder from the way the Card Account is used and managed; and

- (b) details of Card Transactions such as the amount, date and currency of a purchase and the supplier category (such as petrol station, supermarket or medical services); and
- (c) any other information relating to the Cardholder that the Cardholder provides to the Bank or that the Bank otherwise obtains in connection with the Agreement.

"PIN" means the personal identification number issued to the Cardholder and any number the Cardholder subsequently changes it to.

"Working day" means any day other than a Saturday, Sunday, or public holiday in England & Wales.

### Authorised Users

- 2. The Bank may issue additional Cards and PINs for use by any person nominated by the Business as an Authorised User. The Business will be liable for all amounts arising from, or losses incurred by the Bank in connection with, the use of the Card by an Authorised User (including any use of a Card in breach of the Agreement, which the Bank shall have no responsibility to prevent). The Bank may debit such amounts and/or losses to the Card Account or, in the case of Cash Withdrawals, to the Nominated Currency Call Account. The Business will be responsible for each Cardholders acts or failure to act as if they were their own, and the Business will be treated as consenting to any Card Transaction and Cash Withdrawal an Authorised User authorises. In addition to its other powers, the Bank may cancel any Authorised User's Card at any time if the Business so requests in writing and the Authorised User must then return the Card to the Bank. The Bank may also cancel the Card if the Authorised User surrenders it to the Bank.

### Use of the Card

- 3. (i) Each Card must be signed by the Cardholder immediately on receipt and may only be used:
  - (a) by that Cardholder;
  - (b) subject to the terms of the Agreement current at the time of use;
  - (c) within the Credit Limit;
  - (d) to obtain the facilities and benefits from time to time made available by the Bank in respect of the use of the Card;
  - (e) during the validity period embossed on the Card; and
  - (f) subject to the rights of the Bank, and in accordance with the provisions of the Agreement, the Bank may, in its absolute discretion, withdraw the rights to use the Card or refuse any request for authorisation of any particular Card Transaction or Cash Withdrawal and inform any third party of any such withdrawal or refusal.
- (ii) If the Card is used so that the Credit Limit is exceeded, the amount of the excess will be immediately repayable to the Bank. In calculating whether the Credit Limit has been exceeded the Bank will take into account the amount of any Card Transactions not yet debited to the Card Account and any authorisations given by the Bank to a third party in respect of a prospective Card Transaction.
- (iii) A Continuous Payment Authority (CPA) given by the Cardholder allows a third party to make recurring claims against the Card. To cancel the authority, the Cardholder can contact the Bank. The Cardholder should also inform the payee.

- (iv) The Card remains the property of the Bank at all times. On request, all or any Cards issued for use on the Card Account must be returned immediately to the Bank or to any other person acting for the Bank. The Business is responsible for recovering and returning any or all Cards if the Cardholder should cease to be employed by the Business or should cease to be authorised to use a Card.

### Spending Limits

- 4. The Bank reserves the right to impose spending or Cash Withdrawal limits on the Card. These limits will be notified by the Bank to the Business from time to time.

### The Card Account

- 5. (i) Except as set out in Condition 13, the Bank may debit the Card Account with the amounts of all Card Transactions, any other amounts owed by a Cardholder under the Agreement and any loss incurred by the Bank which was caused by a Cardholder's fraudulent act, gross negligence or wilful default or which the Bank determines it has suffered as a result of any breach of this Agreement by the Cardholder. The Business will be liable to pay to the Bank all amounts so debited whether or not a sales voucher is signed by a Cardholder.
- (ii) Where a Cardholder uses the Card to make a Card Transaction, the Bank will debit the relevant amount from the Card Account on the same business day that it receives the details of that payment from the Payment System.
- 6. (i) The amount of any Card Transaction in a currency other than Euro/US Dollar will be converted at a rate of exchange determined by the Payment System for the relevant currency at the time that the Card Transaction is settled to the Card Account. Condition 12 explains the associated international handling charge for using this service. The Bank will provide the current applicable exchange rate information upon request. Please contact the Bank on +44 (0) 20 7353 4522 to obtain this information. You can also see how our rate of exchange compares to the European Central Bank rate, to help you compare the costs from different providers, at [www.hoaresbank.co.uk/visa-rate](http://www.hoaresbank.co.uk/visa-rate).
- (ii) When a Cardholder agrees to convert from the local currency to sterling at the point of sale (i.e. in a shop or merchant) or at an ATM that offers a Dynamic Currency Conversion (DCC) facility the exchange rate and any associated charges will be determined by the merchant and not the Payment System or the Bank.
- 7. The Bank will issue a monthly statement, in a durable medium, to the Business showing all Card Transactions. The Bank will take one payment for the full amount shown on the statement from the Nominated Currency Call Account. The Business will also pay immediately any outstanding excess over the Credit Limit, any arrears of previous payments, and the amount of any Card Transactions made in breach of the terms of the Agreement. A monthly statement will not be issued where there is a nil balance on the Card Account at the beginning of the month and no Card Transactions are made during the month.
- 8. Subject to any limitation imposed by statute, all amounts due under the Agreement will be immediately payable in full:
  - (a) on commencement of any winding up proceedings or cessation of the Business for any reason, or
  - (b) on the death or bankruptcy of the sole trader, or
  - (c) at the Bank's discretion if the Nominated Currency Call Account is closed, or
  - (d) if there is any breach of the Agreement by a Cardholder.

For the purposes of the Agreement "winding up proceedings" commence if the Business suspends the payment of debt in whole or part, or enters or proposes to enter into any composition or arrangement with creditors or has a winding up order made against it (or if the Business carries out or undergoes any analogous act or proceeding under foreign law).

- 9. Subject to the provisions of the Agreement, no delay by the Bank in debiting any Card Transaction to the Card Account or Cash Withdrawal to the Nominated Currency Call Account or part thereof shall affect or prejudice the Bank's right to do so subsequently.
- 10. Any payment to the Bank will only be made for the purposes of the Agreement when it is received by the Bank, in accordance with Condition 16, and credited to the Card Account.

### Cash Withdrawals

- 11. (i) Where a Cardholder uses a Card to make a Cash Withdrawal, the Bank will debit the relevant amount from the Nominated Currency Call Account on the same business day that the Bank receives the details of the Cash Withdrawal from the Payment System.
- (ii) The Bank will be entitled to debit the Nominated Currency Call Account with the amounts of any Cash Withdrawals and the Business will be liable for all amounts so debited, whether or not a cash advance voucher is signed by a Cardholder.
- (iii) The amount of any Cash Withdrawal in a currency other than Euro/US Dollars will be converted at a rate of exchange determined by the Payment System for the relevant currency at the time that the Cash Withdrawal is settled to the Nominated Currency Call Account. Condition 12 explains the associated international handling charge for using this service. The Bank will provide the current applicable exchange rate information upon request. Please contact the Bank on +44 (0) 20 7353 4522 to obtain this information. You can also see how our rate of exchange compares to the European Central Bank rate, to help you compare the costs from different providers, at [www.hoaresbank.co.uk/visa-rate](http://www.hoaresbank.co.uk/visa-rate).
- (iv) The Business will maintain the Nominated Currency Call Account with the Bank in such a manner that the amount of any Cash Withdrawals may be debited to the Nominated Currency Call Account in accordance with the terms and conditions applying to it. In default the Bank may, at its option, debit the amount of any Cash Withdrawal to another account of the Business with the Bank including the Card Account.

### Charges

- 12. If a Card issued for use in connection with the Card Account or Nominated Currency Call Account is used to make a purchase or a Cash Withdrawal in a Foreign Currency, the Bank will charge an international handling charge of 2.5% of the cost of the purchase or the amount withdrawn.

### Unauthorised Payments from Your Account

- 13. (i) Where the Card or confidential details allowing access to the Card Account have been lost, stolen or misappropriated, the Bank may (at its discretion) charge the Business a maximum of £35 for any losses in respect of unauthorised payment transactions arising from the use of the lost/stolen/misappropriated Card or confidential details.
- (ii) This will not apply if:
  - (a) the Business or the Cardholders have not acted fraudulently and could not detect the loss, theft or misappropriation of the Card/confidential details prior to the unauthorised payment; or
  - (b) the loss was caused by acts or omissions of an employee, agent or branch of the Bank or of an entity which carries out activities on behalf of the Bank.

- (iii) The Bank may, however, charge for ALL losses incurred where:
    - (a) the Business or a Cardholder has acted fraudulently;
    - (b) the Business or a Cardholder has (with intent or gross negligence) not notified the Bank without undue delay after becoming aware of any such loss, theft or misappropriation in accordance with Condition 16; or
    - (c) the Business or a Cardholder has (with intent or gross negligence) not used the Card/confidential details in accordance with the Agreement as varied from time to time.
  - (iv) Except where the Business or a Cardholder has acted fraudulently, the Business will not be liable for any unauthorised use of the Card:
    - (a) made after the Business (or a Cardholder) has notified the Bank of the loss, theft or misappropriation of the Card or confidential details in accordance with Condition 16;
    - (b) to purchase goods or services sold exclusively by means of the internet, the telephone, or similar sales methods where the Cardholder is not face to face with the seller;
    - (c) where the Bank has failed to provide a means to notify it of the loss, theft or misappropriation; or
    - (d) where the Bank was required to apply strong customer authentication but did not do so.
  - (v) Except as stated in Condition 13(i), where a payment has been debited from the Card Account or Nominated Currency Call Account without the consent of the Business or a Cardholder, the Bank will:
    - (a) refund the amount of that payment; and
    - (b) where applicable, restore the Card Account or Nominated Currency Call Account to the state it would have been in had the payment not been made.
  - (vi) The Bank will pay the refund no later than the end of the Working Day after the Bank is notified.
  - (vii) The Business is only entitled to a refund under Condition 13(v) if the Business (or a Cardholder) notifies the Bank, without undue delay, of the unauthorised payment. If the Bank is not advised promptly (no later than 13 months after the date the transaction was debited to the Card Account or Nominated Currency Call Account), the Business may not be entitled to a refund (unless the Business has not received any information regarding the transaction, such as a statement, from the Bank in which case the 13 month limit shall not apply). It is in the best interests of the Business to ensure that statements are checked regularly.
  - (viii) The Business is not liable for losses resulting from use of the Card before the Cardholder has received it.
  - (ix) Where more than one Card has been issued under the Agreement, the provisions of Condition 13 apply to each Card separately.
- (ii) This will not apply if:
    - (a) the amount taken was more than the Cardholder could reasonably have expected in all the circumstances only because of fluctuations in the currency exchange rate; or
    - (b) the Cardholder consented to the payment to the Bank directly and was provided or had access to (in an agreed manner) the relevant information about the payment at least four weeks before its due date.
  - (iii) In order to qualify for a refund under Condition 14(i), the Business must request it from the Bank within eight weeks of the date on which the funds were debited from the Card Account or Nominated Currency Call Account. The Business must also provide such information as the Bank may reasonably require to:
    - (a) decide whether Condition 14(i) has been satisfied; and
    - (b) investigate whether or not a refund is payable.
  - (iv) Within ten Working Days of such a request (or receipt of any information requested by the Bank), the Bank will either refund the payment or give the Business its reasons for not doing so.
  - (v) The Business cannot use a claim against a third party as a defence or counterclaim against a claim by the Bank unless the Business has a statutory right to do so. With regard to contactless payments, please be aware that card readers can detect more than one card. It is the responsibility of the Cardholder to touch only one card on the reader to avoid paying with a card they did not intend to use.
  - (vi) Once a Card Transaction or Cash Withdrawal has been authorised by the Cardholder, the Bank is unable to place a stop on that Card Transaction or Cash Withdrawal. In the event of a dispute, or where the Card Transaction has been cancelled with the retailer, the Cardholder may ask the retailer to reverse the Card Transaction or submit a refund if the Card Transaction has already been processed to the Card Account. If the Card Transaction has been processed and a refund has not been processed to the Card Account, the Bank may be able to attempt to obtain a refund on the Cardholder's behalf through the Payment System. Any attempt by the Bank to claim reimbursement on behalf of the Cardholder is not guaranteed to be successful.
  - (vii) If the Bank authorises a Card Transaction or Cash Withdrawal that is subsequently found to be fraudulent, the Bank will, when notified of the fraud, refund either the Card Account or the Nominated Currency Call Account and make any necessary adjustments to interest or charges.
  - (viii) The Bank will not be liable in any way if the Card is not honoured by a third party.

## Refunds and Claims

- 14. (i) Where the Card has been used to make a payment, the Cardholder can ask the Bank to refund the full amount of that payment if the following conditions have been met:
    - (a) the payment service provider of the retailer or service provider to whom the payment is made is within the UK or the EEA; and
    - (b) when the Cardholder authorised the payment, the Cardholder was not told the exact amount that would be taken; and
    - (c) the amount taken was more than the Cardholder could reasonably have expected in all the circumstances.
- 15. (i) The Cardholder will exercise all reasonable care to ensure the safety of the Card and to prevent the PIN or any other password or confidential information required for use in association with the Card becoming known to any other person.
  - (ii) The PIN advice must be destroyed as soon as possible after receipt.
  - (iii) Any record of the PIN must be unidentifiable as such and kept entirely separate from the Card.
  - (iv) The Cardholder will not disclose the Card number to any third party except in connection with encashment usage, for the purpose of a Card Transaction or when reporting the actual loss or theft of the Card.
  - (v) If a Cardholder suspects that someone knows the PIN, or any other security details, the Cardholder must contact the Bank immediately.

- (vi) The Cardholder may ask the Bank not to issue a PIN. However, by doing so, the Cardholder will not be able to make Cash Withdrawals from a cash machine or use the Card at points of sale which require the input of a PIN.
- (vii) If a Cardholder notifies us that a Card has been lost, stolen or otherwise compromised, the Bank will immediately prevent that Card from being used again. The Bank will post a replacement Card to the Cardholder. We will advise you at the time of posting if the Cardholder needs to activate the card before using it.
- (viii) Where the Bank is notified that a Card has become damaged or a Card has reached its expiry date, a replacement Card will be issued. The existing Card will cease to work as soon as the new Card is used. On receipt of the replacement Card, the Cardholder should dispose of the old Card carefully by cutting the old Card through the signature box, magnetic strip and chip.
- (ii) The Bank may also refuse to carry out any Card Transaction or Cash Withdrawal on the Card where any of the provisions of the Agreement have been breached, or where it would be unlawful for the Bank to do so.
- (iii) Where reasonably possible (e.g., if it would not be a breach of security or be contrary to any law or regulation), the Bank will attempt to contact the Cardholder when it takes action under Condition 17, and explain its reasons for doing so. Where the Bank can provide reasons and those reasons relate to factual matters, the Bank will explain the procedure for rectifying those factual errors. If the Bank cannot contact the Cardholder in advance of taking action, it will attempt to do so as soon as possible afterwards. Where possible, the Bank will allow the normal use of the Card to resume as soon as reasonably practicable once the reasons for taking such action cease to exist.

### Reporting Your Card as Lost or Stolen

16. (i) If the Card is lost or stolen or for any other reason becomes liable to misuse, or if the PIN becomes known to any other person, the Business (or a Cardholder) must notify the Bank without undue delay. It can do this at any time (24/7, 365 days a year):
- (a) by telephoning: +44 (0)20 7353 4522;
  - (b) by emailing the Bank at: [info@hoaresbank.co.uk](mailto:info@hoaresbank.co.uk); or
  - (c) or by writing to the Bank at: C. Hoare & Co., 37 Fleet Street, London, EC4P 4DQ.
- (ii) We strongly recommend Cardholders telephone us as soon as they realise their Card has been lost, stolen or misused by someone without their permission, as this will allow the Bank to stop the use of the Card sooner. If you contact us by email or letter, we may not receive the notification of the loss, theft or misuse immediately and this may delay our ability to stop the card and prevent you from suffering further losses.
- (iii) The Cardholder will give the Bank all the information in the Cardholder's possession as to the circumstances of the loss, theft or misuse of the Card or the disclosure of the PIN and take all steps deemed necessary by the Bank to assist in the recovery of the missing Card. In the event of any such loss, theft, misuse or disclosure being suspected or reported, the Bank may provide the police with any information it considers relevant.
- (iv) If a Card is reported as lost, stolen or liable to misuse or the PIN is disclosed in breach of Condition 15, the Card, if found or recovered, must not subsequently be used and should be disposed of carefully by cutting the Card through the signature box, magnetic strip and chip.

### Refusal of Payment Orders and Withdrawal of Use of the Card

17. (i) The Bank may at any time cancel or suspend the right to use a Card entirely or in respect of specific facilities or refuse to re-issue, renew or replace any Card on any of the following grounds:
- (a) the security of the Card or Card Account;
  - (b) suspected fraud or unauthorised use of the Card or any other service the Bank provides;
  - (c) where the Card is being used to make Card Transactions on credit (for example via an overdraft), and there is a significantly increased risk that the Business may be unable to pay any money owed to the Bank; or
  - (d) the application of a law, regulation or order of a court.

### Termination

18. (i) This Agreement will continue until terminated by either the Bank or the Business in accordance with the provisions set out in this Agreement, or until the underlying Nominated Currency Call Account is closed in accordance with the terms set out in the *Guide to Your Accounts Terms & Conditions* document.
- (ii) The Business may terminate the Agreement by written notice to the Bank but such termination shall only be effective when the Business has paid all its liabilities under the Agreement. Until such termination, the Bank may re-issue Cards from time to time for use in accordance with the Agreement.
- (iii) The Bank has the right to terminate the Agreement for any reason. The Bank will give the Business two months' notice of its decision, save for exceptional circumstances, for example if the Bank suspects the misuse of the Card.
- (iv) Any termination of the Agreement will be without prejudice to:
- (a) the Bank's right to recover sums due to it as a consequence of the provision by the Bank of the Card facility, which will, where applicable, be apportioned up to the time of the termination of the Agreement (such sums will be repayable on demand). Any charges that the Business has paid in advance will be reimbursed on a proportional basis; and
  - (b) the completion of any Card Transactions already initiated.
- (v) On termination of the Agreement, all Cards issued for use on the Card Account should be disposed of carefully by cutting the Card through the signature box, magnetic strip and chip.

### Variation to the Agreement

19. (i) The Bank may for any reason or at any time make any changes or additions to the Agreement, including for the following reasons:
- (a) to reflect any changes or anticipated changes in the law, regulations or codes of practice, or to respond to a decision by a court, ombudsman or regulator;
  - (b) to make improvements which benefit the Business or the Cardholders, including introducing new product or service features; and/or
  - (c) to reflect changes to the technology or systems the Bank uses, good banking practice, or changes in customer demand.

There may be other reasonable or valid reasons why the Bank needs to make a change.

- (ii) The Bank may change the Agreement at any time. Usually, the Bank will give the Business notice of these changes and the table below shows the amount of notice the Bank will give (if any):

Notice given	Type of change
None  (But the Principal Cardholder will be made aware of the change after it takes effect)	Change in exchange rate  Clarification of existing term  Changes to your benefit (including introducing new product or service features)  New feature or service that does not affect our existing Agreement
Two months	All other changes
If the Bank is unable to give the Principal Cardholder two months' notice, the Bank will give as much notice as it can.  (The notice period will depend on the details of the change)	Changes to your Card or these Terms and Conditions due to: <ul style="list-style-type: none"> <li>• changes to applicable law, regulation, industry guidance or codes of practice;</li> <li>• any recommendation, ruling, requirement or decisions of any court, ombudsman, regulator or similar body; and/or</li> <li>• other circumstances beyond our control.</li> </ul>

- (iii) The Bank will notify the Business of any changes in writing, either by email or to the postal address it has on file, or by including details of the changes on a statement. The Bank may also notify of changes through upload of a notification to online banking (and accompanying email or text alert).
- (iv) If the Bank does not hear from the Business within the notice period, it will be deemed that the Business has accepted the changes. However, if the Business does not agree to the proposed changes, the Business has the right to terminate the Agreement immediately and without charge before the proposed date of the changes coming into force. The Business will be required to pay any outstanding liabilities to the Bank immediately, and the Bank will still pay any Card Transactions a Cardholder has made prior to termination, and any charges relating to them, in accordance with the terms of the Agreement. The Business should confirm its intention to close the Card facility in writing.
- (v) If the Bank has made a major change or a number of minor changes to the Terms and Conditions in any one year, it will provide the Business with a revised copy of the Terms and Conditions or a summary of the changes.
- (vi) The Bank does not undertake that facilities made available to the Business as a result of arrangements between the Bank and third parties will continue indefinitely. Notification of any such variation shall be given to the Business by the Bank either in writing or by publication thereof by such means as the Bank may select, and a variation so notified shall be binding on the Business.

### Right of Set Off

20. The Bank may, on the occurrence of the events referred to in Conditions 8 and 11(iv), open a new account in the name of the Business in substitution for the Nominated Currency Call Account and debit the new account with any outstanding balance on the Card Account and any other liabilities. Nothing in any of the terms of the Agreement shall prejudice or affect any other rights which the Bank may have.

### Personal Information

21. How we use your information is explained in our Privacy Notice. This would have been made available to you when we collected your information; it is also available on the bank's website [www.hoaresbank.co.uk/privacy](http://www.hoaresbank.co.uk/privacy). If you require an additional copy, please contact your relationship manager.

### Changes to Our Privacy Notice

22. Any changes we may make to our Privacy Notice in the future will be posted on our website. Where appropriate, changes may be notified to you by post or email.

### Copy Agreement

23. The Bank will provide a copy of the Agreement at any time, upon request.

### Recording and Monitoring

24. To carry out the Cardholder's instructions, to assist the Bank in improving its services, and in the interests of security and fraud prevention, the Bank will record all telephone calls and monitor all emails.

### Complaints

25. (i) To make a complaint about any of our services, please contact the Bank in the first instance by writing to the Bank's head office at 37 Fleet Street, London EC4P 4DQ. If the Business is not happy with the Bank's final response to the complaint or the Bank has not resolved the complaint within 15 working days (or 35 working days if the Bank informs the Business that it cannot give a full response in 15 working days), the Business may be able to refer the matter to the Financial Ombudsman Service (FOS). The FOS provides a free, independent service to all eligible complainants, including private individuals and small businesses, charities and trusts. Further information, including eligibility requirements, can be located on [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).
- (ii) The contact details for the FOS are: Financial Ombudsman Service, Exchange Tower, London E14 9SR. Their telephone number is: 0800 023 4567. Alternatively, the Business can complete the FOS online complaint form available on their website at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

### General Information

26. The Bank will not be liable if it is unable to perform its obligations under the Agreement, nor will the Business' liability under Condition 5 be discharged if the Bank is unable to debit the Card Account or Nominated Currency Call Account owing (directly or indirectly) to the closure of the Nominated Currency Call Account, to the failure of any machine, data processing system or transmission link, or to industrial dispute or anything beyond the control of the Bank, its agents or sub-contractors. If the Bank is unable to produce or issue a statement, the Business' liability for interest will continue. For the purpose of calculating interest and establishing the date on which payment is due, the Bank will select a date each month as the statement date.
27. (i) The Business must immediately notify the Bank of any change of address, email address or telephone number using the contact details set out in Condition 16(i). Any change of name must be notified in writing. Any notices or other communications between the Business and the Bank in relation to the Terms and Conditions should be given in writing unless otherwise agreed or unless the Bank otherwise determines. Such notices and other communications should be given to the Bank by writing to its registered address at 37 Fleet Street, London EC4P 4DQ.

- (ii) The Bank may contact the Business using any contact details it holds. This may include uploading a document to online banking and sending an email or SMS alert to notify that the document is now available to view. If the Bank suspects a fraud or security threat on a Card, the Bank will contact the Account Holder using any of the details it holds, including telephone, email and SMS.
  - (iii) All communications will be in English.
28. Any other facilities or benefits made available to Cardholders and not forming part of the Agreement may be withdrawn at any time without notice.
  29. The Bank may at all times disclose to its agents information with respect to the Card Account, Nominated Currency Call Account or the use of the Card if the disclosure relates to services under the Agreement. Similarly the Bank's agents may at all times disclose such information to the Bank.
  30. If the Cardholder has a dispute with anyone else about a Card Transaction, the Business must not use the dispute to refuse to make any payment under the Agreement or take anything away from any payment due under the Agreement, unless there is a legal right to do so.
  31. Each Cardholder undertakes that, and the Business undertakes to procure that, the Card shall not be used in a manner prohibited by law, including in particular any provisions of the Companies Act 2006 or any statutory modification or re-enactment thereof.

### Transferring rights and obligations

32. (i) The Bank may transfer, assign, or pass its rights or obligations under the Agreement or arrange for any other person or organisation to carry out its rights or obligations under the Agreement. The Bank will only transfer its obligations to someone it reasonably considers capable of performing them equally as well as the Bank.
- (ii) The Business may not transfer any of their rights or obligations in relation to the Agreement.

### Governing Law

33. This Agreement shall be governed and construed in accordance with English law. The Business agrees with the Bank that the courts of England and Wales shall have non-exclusive jurisdiction to settle any disputes, including non-contractual disputes, which may arise in connection with the Agreement, but because this provision is included for the benefit of the Bank only, the Bank retains the right to bring proceedings in any other court or courts which would have had jurisdiction but for this Agreement.

### Force Majeure

34. (i) Unless expressly detailed in the Agreement, the Bank shall not be liable to the Business for any failure to perform any obligations by reason of any cause beyond the Bank's reasonable control, including without limitation:
  - (a) The outbreak of war and hostilities or any other international calamity or political crisis, any act of terrorism; or
  - (b) Earthquake, hurricane, typhoon, flood or other natural disaster; or
  - (c) Any regulatory ban on the Bank's activities; or
  - (d) A banking moratorium declared by legal edict or by appropriate regulatory authorities; or
  - (e) Any breakdown, malfunction or failure of transmission, communication or computer facilities; or
  - (f) Industrial action, acts and regulations of any governmental or supranational bodies or authorities, and the effect of such event(s) as mentioned above is such that the Bank is not in the position to take reasonable action to cure the default.

- (ii) The Bank shall endeavour to give written notice to the Business containing full particulars of event(s) which put the due performance of any obligations under the Agreement beyond the Bank's control but shall not be responsible for any failure for any reason to inform the Business promptly or at all.

### Our regulator

35. (i) The Bank is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the PRA with firm registration number 122093.
- (ii) The address of the FCA is 12 Endeavour Square, London E20 1JN. The PRA's address is 20 Moorgate, London EC2R 6DA.



