

Credit Card Terms & Conditions

Please read carefully and retain this copy

Contents

Subject	Page
Definitions	3
Authorised Users	3
Use of the Card	3
Spending Limits	4
The Card Account	4
Cash Withdrawals	4
Charges	4
Unauthorised Payments From Your Account	5
Refunds and Claims	5
Safeguarding the Card and PIN	6
Reporting Your Card as Lost or Stolen	6
Refusal of Payment Orders and Withdrawal of Use of the Card	6
Termination	6
Variation to the Agreement	7
Right of Set Off	7
Personal Information	7
Changes to Our Privacy Notice	7
Copy Agreement	7
Recording and Monitoring	7
General Information	7
Governing Law	8
Force Majeure	8

CREDIT CARD TERMS & CONDITIONS

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

Definitions

1. In these Terms and Conditions: "the Agreement" means:
 - (a) in relation to the Principal Cardholder the credit agreement between the Bank and the Principal Cardholder consisting of:
 - (i) the terms set out in the credit agreement document signed by the Principal Cardholder;
 - (ii) these Terms and Conditions, which are incorporated in the credit agreement document and may be varied from time to time; and
 - (iii) the *Guide to your Accounts Terms and Conditions*.

- (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 Cardholder nominated under Condition 2.

"the Bank" means C. Hoare & Co.

"Card" means the Bank 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 Principal Cardholder.

"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 and whether or not 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 Account.

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

"Current Account Switch Service" means the industry-wide initiative led by the Payments Council.

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

"Nominated Account" means the account with the Bank, nominated by the Principal Cardholder in the credit agreement document as the account to which Cash Withdrawals will 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 a Cardholder.

"Principal Cardholder" means the person in whose name the Card Account is maintained.

References to a lettered "Section" are references to that lettered section of the credit agreement document which is provided with these Terms and Conditions and references to a numbered "Term" are references to that numbered term of the credit agreement document. All communications will be in English.

Authorised Users

2. The Bank may issue an additional Card and PIN for use by any person nominated by the Principal Cardholder as an Authorised User. The Principal Cardholder 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 in breach of the Agreement, which the Bank shall have no responsibility to prevent). The Bank may debit such amounts or losses to the Card Account or, in the case of Cash Withdrawals, to the Nominated Account. In addition to its other powers, the Bank may cancel any Authorised User's Card at any time if the Principal Cardholder 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) The 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 right 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) A credit limit increase may be requested by the Cardholder. Approval of the increased credit limit request will be subject to the Bank's normal underwriting procedures. The Bank may, in its sole discretion and at any time, reduce the Credit Limit by any amount it sees fit. The Bank will notify the Cardholder of any decrease before it becomes effective.
- (iii) 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 authorisation given by the Bank to a third party in respect of a prospective Card Transaction.
- (iv) In order for a Card Transaction or Cash Withdrawal to be made using the Card, the Cardholder's consent will be required. The consent required will vary according to the type of transaction:
 - (a) to withdraw cash via an ATM or to purchase an item face to face, the PIN, use of the contactless payment feature or the Cardholder's signature will be required;
 - (b) if making a purchase by telephone, mail order or over the internet, the Cardholder may need to provide the 3-digit card verification value from the reverse of the Card to authorise the payment. If using the internet, the Cardholder may be asked to enter a one-time-passcode to validate transactions made through Visa's security service, Visa Secure; and

- (c) a continuous payment authority given by the Cardholder allows a third party to make recurring claims against the Card. The Bank is not involved in setting up the authority and will have no record of it. To amend the authority, the Cardholder will need to contact the payee. To cancel the authority, it is recommended that the Cardholder advise both the Bank and the payee. The Bank may require the Cardholder to provide a copy of the cancellation notice.
- (v) Visa is a guaranteed Payment System so it is not possible to cancel a Card Transaction or Cash Withdrawal once it has been made unless the transaction breaches the Visa Operating Regulations. If the Cardholder has any queries in relation to these Regulations, the Cardholder should contact the Bank.
- (vi) 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.

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 Cardholder from time to time.

The Card Account

5. (i) Except as set out in Condition 14, 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 Principal Cardholder 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 working day that it receives the details of that payment from the Payment System.
- (iii) The Principal Cardholder should not make payments that place the Card Account in credit. If any such payments are made, the Bank may restrict the use of the Card and the Card Account to the amount of the Credit Limit.
6. The amount of any Card Transaction in a currency other than sterling will be converted at the 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. Section K of the Agreement 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.

When the 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. 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.
7. The Bank will issue a monthly statement in a durable medium to the Principal Cardholder, showing all Card Transactions. 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. The statement will be provided by post, as an attachment to an email, or by upload to online banking. Where the Bank uploads the statement to online banking, the Bank will also send an email or text alert that the statement is available to view.
8. The Principal Cardholder will pay, by the payment date shown on the statement, the greater of:

- (a) 5% of the amount shown on the statement to be due to the Bank; or
- (b) £5 (or the actual amount shown in the statement to be due to the Bank, if less than £5).

The Principal Cardholder will also pay immediately any outstanding excess over the Credit Limit and any arrears of previous payments.

9. Subject to any limitation imposed by statute, all amounts due under the Agreement will be immediately payable in full on commencement of any bankruptcy proceedings against the Principal Cardholder, or on the death of the Principal Cardholder, or if the Nominated Account is closed, or if there is any breach of the Agreement by a Cardholder. For the purposes of the Agreement, "bankruptcy proceedings" commence if the Principal Cardholder suspends the payment of debt in whole or part, or enters or proposes to enter into a composition or arrangement with creditors, or has a bankruptcy order made against them (or if they carry out or undergo any analogous act or proceeding under foreign law).
10. 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 Account or part thereof shall affect or prejudice the Bank's right to do so subsequently.
11. Any payment to the Bank will only be made for the purposes of the Agreement when it is received at the address notified by the Bank, in accordance with Condition 17, and credited to the Card Account.

Cash Withdrawals

12. (i) Where a Cardholder uses a Card to make a Cash Withdrawal, the Bank will debit the relevant amount from the Nominated Account on the same working 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 Account with the amounts of any Cash Withdrawals and the Principal Cardholder 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 sterling will be converted at the rate of exchange determined by the Payment System for the relevant currency at the time that the Cash Withdrawal is settled to the Nominated Account. Section K of the Agreement 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.

- (iv) The Principal Cardholder will maintain the Nominated Account with the Bank in such a manner that the amount of any Cash Withdrawals may be debited to the Nominated 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 Principal Cardholder with the Bank including the Card Account. That amount will then carry interest as provided in Section I of the Agreement.

Charges

13. (i) Interest will be calculated and charged as set out in Section I of the Agreement.
- (ii) The Bank may make the other charges set out in Section K of the Agreement.

Unauthorised Payments From Your Account

14. (i) Subject to this Condition 14, the Principal Cardholder will not be liable to the Bank for any loss arising from use of the credit facility provided as part of the Agreement by another person not acting, or not to be treated as acting, as the Principal Cardholder's agent.
- (ii) Notwithstanding Condition 14(i), the Principal Cardholder will be liable for a maximum charge of £35 in respect of any loss arising from use of the credit facility provided as part of the Agreement by other persons during a period beginning when the Card ceases to be in the possession of any Authorised User and ending when the Card is once more in the possession of an Authorised User.
- (iii) Condition 14(i) shall not apply to any loss arising from use of the credit facility provided as part of the Agreement by a person who acquired possession of it with an Authorised User's consent.
- (iv) Where the Card or confidential details allowing access to the Nominated Account have been lost, stolen or misappropriated, the Bank may (at its discretion) charge the Principal Cardholder a maximum of £35 for any losses in respect of unauthorised Cash Withdrawals arising from the use of the lost/stolen/misappropriated Card or confidential details.
- This will not apply if:
- (a) the Principal Cardholder has not acted fraudulently and could not detect the loss, theft or misappropriation of the Card/confidential details prior to the 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.
- (v) The Bank may, however, charge for ALL losses incurred where:
- (a) the Principal Cardholder has acted fraudulently;
- (b) the Principal 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 17; or
- (c) the Principal Cardholder has (with intent or gross negligence) not used the Card/confidential details in accordance with the Agreement and as varied from time to time.
- (vi) The Principal Cardholder is only entitled to a refund under Condition 14(iv) if the Principal Cardholder (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 Nominated Account) the Principal Cardholder may not be entitled to a refund (unless the Principal Cardholder has not received any information regarding the Cash Withdrawal 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 Principal Cardholder to ensure that statements are checked regularly.
- (vii) In all cases, except where they have acted fraudulently, the Principal Cardholder will not be liable for any unauthorised use of the Card made after the Cardholder has notified the Bank of the loss, theft or misappropriation of the Card or confidential details in accordance with Condition 17, nor will the Cardholder be liable for any purchases of 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.
- (viii) The Principal Cardholder is not liable for losses resulting from use of the Card before the Cardholder has received it. The Cardholder will be deemed to have received the Card within 3 working days of the date of posting.

- (ix) Where the Principal Cardholder is not wholly liable for a Card Transaction or a Cash Withdrawal under this Condition 14, the Bank will:
- (a) refund the amount of that payment; and
- (b) where applicable, restore the Card Account or Nominated Account to the state it would have been in had the payment not been made, subject to any partial liability the Principal Cardholder may have under this Condition 14.
- (x) Where more than one Card has been issued under the Agreement, the provisions of Condition 14 apply to each Card separately.

Refunds and Claims

15. (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.
- This will not apply if:
- (d) 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
- (e) 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.
- (ii) In order to qualify for a refund under Condition 15(i), the Cardholder must request it from the Bank within eight weeks of the date on which the funds were debited from the Card Account or the Nominated Account. The Cardholder must also provide such information as the Bank may reasonably require to:-
- (a) decide whether Condition 15(i) has been satisfied; and
- (b) investigate whether or not a refund is payable.
- 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.
- (iii) Except as provided in Conditions 15(i) and 15(ii), the Bank will only credit the Card Account or Nominated Account with a refund in respect of a Card Transaction or Cash Withdrawal if the Bank receives a refund voucher or other refund verification acceptable to it. The Principal Cardholder cannot use a claim against a third party as a defence or counterclaim against a claim by the Bank, unless the Principal Cardholder 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.
- (iv) A Cardholder may not assign or otherwise dispose of any rights against the Bank.
- (v) Once a Card Transaction has been authorised by the Cardholder, the Bank is unable to place a stop on that Card Transaction. 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 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.

- (vi) If the Bank authorised 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 Account and make any necessary adjustments to interest or charges.
- (vii) The Bank will not be liable in any way if the Card is not honoured by a third party.

Safeguarding the Card and PIN

- 16. (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) 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.

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.

Reporting Your Card as Lost or Stolen

- 17. (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 Cardholder must notify the Bank without undue delay:

A Cardholder can do this at any time (24/7, 365 days a year) by telephoning: +44 (0)20 7353 4522

by emailing the Bank at: info@hoaresbank.co.uk

or by writing to the Bank at: C. Hoare & Co., 37 Fleet Street, London, EC4P 4DQ.

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.
- (ii) 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.

- (iii) If a Card is reported as lost, stolen or liable to misuse or the PIN is disclosed in breach of Condition 16, 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

- 18. (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;
 - (c) significantly increased risk that the Principal Cardholder may be unable to pay any money owed to the Bank; or
 - (d) the application of a law, regulation or order of a court.
- (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 contrary to any law or regulation), the Bank will attempt to contact the Cardholder when it takes action under Condition 18, and explain its reasons for doing so. 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.

Termination

- 19. (i) The Principal Cardholder may terminate the Agreement by giving one month's notice to the Bank at any time.
- (ii) Should the Principal Cardholder use the Current Account Switch Service to transfer the Nominated Account, then the Agreement will be terminated with immediate effect and all amounts due under the Agreement will immediately become repayable in full in accordance with Condition 9.
- (iii) The Bank has the right to terminate the Agreement for any reason. The Bank will give the Principal Cardholder no fewer than two calendar months' notice of its decision save for exceptional circumstances, for example if the Bank suspects the misuse of the Card. On the expiry of the notice, the whole outstanding balance on the Card Account will become immediately due and payable.
- (iv) On the occurrence of any of the following events, the Bank may terminate or suspend use of the Card (or each Card if more than one has been issued in respect of the Account) and the whole outstanding balance on the Card Account will become due and immediately payable to the Bank, on demand and without notice if the Bank reasonably considers that it may negatively affect the Principal Cardholder's ability to repay any amounts the Principal Cardholder may borrow from the Bank from time to time under the Agreement:
 - (a) the Principal Cardholder does not pay any amount due to the Bank under the Agreement from time to time;
 - (b) any information the Principal Cardholder gives to the Bank, now or in the future (whether in connection with this Agreement or not), is inaccurate or changes materially before the Bank signs this Agreement;

- (c) unless the Principal Cardholder has informed the Bank in writing before it signs this Agreement, if any material litigation or material administrative, criminal or judicial proceedings is or are, being taken against the Principal Cardholder at the time the Agreement is signed.
- (v) On termination of the Agreement, each Card issued in relation to the Account should be disposed of carefully by cutting the Card through the signature box, magnetic strip and chip.

Variation to the Agreement

20. (i) The Bank may vary the terms of the Agreement relating to the amount of charges and the interest rate as set out in the credit agreement document.
- (ii) The Bank may vary the other terms of the Agreement (including the terms as to what charges are made) at any time whether or not a similar variation is made to the Agreement with any other Cardholder. For example, we may vary this agreement to (without limitation):
 - give effect to changes in applicable law,
 - rules, regulation, codes or industry guidance, including a requirement of a court or ombudsman;
 - reflect a change to the products or services we provide or how we provide them, including to take account of developments in technology;
 - make it easier to understand;
 - do something positive for you.
- (iii) If the change disadvantages the Cardholder, the Bank will, in writing, give at least 30 days' prior notice of the change to the Cardholder (unless we are required by law, rules or regulation to make the change sooner, in which case we may give less notice). The Bank may make other changes immediately and will give the Cardholder notice in writing within 30 days from the date when the change is made. The Principal Cardholder may terminate the Agreement in accordance with clause 19 of these Terms and Conditions at any time.
- (iv) In the event of any change in applicable law or regulation, or in other circumstances beyond the Bank's control, the Bank may give a shorter notice period as it considers, on reasonable grounds, to be justified. Changes will be imposed unilaterally after this time.
- (v) The Bank does not undertake that additional services made available to the Principal Cardholder from time to time as a result of arrangements between the Bank and third parties will continue indefinitely. Notification of any changes to the availability of such additional services shall be given to the Principal Cardholder by the Bank either in writing or by publication thereof by such means as the Bank may select.

Right of Set Off

21. The Bank has the right, under general law, to use any credit funds that the Principal Cardholder has with the Bank, held either in the Principal Cardholder's sole name, or jointly with another party, to offset or repay any debit amounts which the Principal Cardholder owes to the Bank. The Bank's right of set off also allows the Bank to use any credit funds the Principal Cardholder holds jointly with another person to repay any sole debt that the Principal Cardholder owes. The Bank will not exercise this legal right without giving the Principal Cardholder 14 days' advance notice, except where i) the Bank reasonably believes that the Principal Cardholder may try to prevent the Bank from obtaining the repayment, ii) the Bank is exercising the right as part of withdrawing the use of any Card issued in relation to this Agreement, or iii) the Bank is terminating this Agreement under Condition 19(iv). In all cases the Bank will write to the Principal Cardholder to inform the Principal Cardholder that the Bank has exercised this right.

The Bank may also, on the occurrence of the events referred to in Conditions 9 and 12(iv), open a new account in the name of the Principal Cardholder in substitution for the Nominated 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

22. 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. If you require an additional copy, please contact your relationship manager.

Changes to Our Privacy Notice

23. 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

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

Recording and Monitoring

25. 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 e-mails.

General Information

26. The Bank will not be liable if it is unable to perform its obligations under the Agreement, nor will the Principal Cardholder's liability to make payment under Conditions 5 and 8 be discharged if the Bank is unable to debit the Card Account or Nominated Account owing (directly or indirectly) to the closure of the Nominated Account, to the failure of any machine, data processing system or transmission link, or to industrial dispute or anything outside the control of the Bank, its agents or sub-contractors. If the Bank is unable to produce or issue a statement, the Principal Cardholder's 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. The Principal Cardholder must immediately notify the Bank of any change of address, email address or telephone number, using the contact details set out in Condition 17. Any change of name must be notified in writing.
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 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 Cardholder 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.

Governing Law

31. This Agreement shall be governed and construed in accordance with English law. The Principal Cardholder agrees with the Bank that the courts of England shall have non-exclusive jurisdiction to settle any disputes which may arise in connection with this 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

32. Unless expressly detailed in the Agreement, the Bank shall not be liable to the Principal Cardholder 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, or 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. The Bank shall endeavour to give written notice to the Principal Cardholder 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 Principal Cardholder promptly or at all.

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