

# Visa Business Card Terms and Conditions

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Please read carefully and retain this copy

*C. Hoare & Co.*

PRIVATE BANKERS SINCE 1672



## VISA BUSINESS CARD TERMS AND CONDITIONS

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

“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.

“Card” means the Bank Visa 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 the use of the Card, the 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 the use of the Card, the 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 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 Account” means an 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.

### Authorised Users

2. The Bank may issue an additional Card and PIN 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 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. The Business will be responsible for each Authorised User’s 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 of 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. 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.
- (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 working day that it receives the details of that payment from the Payment System.
6. The amount of any Card Transaction in a currency other than sterling 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 (i) 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 <https://www.hoaresbank.co.uk/visa-rate>.

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 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 and will take one payment for the full amount shown from the Nominated 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 there are no Card Transactions during the month.
8. Subject to any limitation imposed by statute, all amounts due under the Agreement will be immediately payable in full on commencement of any winding up proceedings or cessation of the Business for any reason, or on the death or bankruptcy of the sole trader, or at the Bank's discretion if the Nominated Account is closed, or 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 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 at the address notified 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 Account on the same working day that the Bank receives the details of that 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 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 sterling 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 Account. Condition 12 (i) 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 <https://www.hoaresbank.co.uk/visa-rate>.

- (iv) The Business 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 Business with the Bank including the Card Account.

## Charges

- 12. If a Card issued for use in connection with the Card Account or Nominated 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 Principal Cardholder a maximum of £35 for any losses arising in respect of unauthorised payment transactions arising from the use of the lost/stolen/misappropriated Card or confidential details.  
This will not apply if:
  - (a) the Business 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.  
The Bank may, however, charge for ALL losses incurred where:
    - (c) the Business has acted fraudulently;
    - (d) the Business 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
    - (e) the Business has (with intent or gross negligence) not used the Card/confidential details in accordance with the Agreement.
- (ii) Except where the Business has acted fraudulently, it will not be liable for any unauthorised use of the Card made after it (or a Cardholder) has notified the Bank of the loss, theft or misappropriation of the Card or confidential details in accordance with Condition 16, nor will the Business 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.
- (iii) Except as stated in Condition 13(i) above, where a payment has been debited from the Card Account or Nominated Account without the consent of the Business, 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.
  - (iv) The Business is only entitled to a refund under Condition 13(iii) if the Business (or a Cardholder) notifies the Bank, without undue delay, of the unauthorised payment. If the Bank is not advised promptly (at the latest within 13 months of the date the transaction was debited to the Card Account or Nominated 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.
  - (v) The Business 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.
  - (vi) Where more than one Card has been issued under the Agreement, the provisions of Condition 13 apply to each Card separately.

## 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. 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 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 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. Within ten working days of such a request (or of receiving any information the Bank has asked for), the Bank will either refund the payment, or give the Business its reasons for not doing so.
- (iii) Except as provided in Conditions 13(iii), 14(i) and 14(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 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 only touch one card on the reader to avoid paying with a card you 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 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.
  - (vi) 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 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

- 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 advice of the PIN 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 will need to activate it prior to 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 the chip.

### 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) by telephoning: +44 (0)20 7353 4522  
by emailing the Bank at: [visa@hoaresbank.co.uk](mailto:visa@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. 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.
- (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 15, the Card must not, if found/recovered, then subsequently be used and should be disposed of carefully by cutting the Card through the signature box, magnetic strip and the 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;
  - (c) where the Card is being used to make Card Transactions on credit (for example via an overdraft), 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.
- (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. If the Bank cannot contact the Cardholder in advance, 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

- 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 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. Following a termination, the Bank will still pay any Card Transactions a Cardholder have made prior to termination, and any charges relating to them, in accordance with the terms of 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 calendar months' notice of its decision, save for exceptional circumstances, for example if the Bank suspects the misuse of the Card.
- (iv) 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 the chip.

## Variation to the Agreement

- 19. (i) The Bank may at any time make any changes or additions to the Agreement by giving the Business two calendar months' written notice of any changes.

If the Bank does not hear from the Business within that two calendar month 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 Transaction 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.

- (ii) In the event of any change in applicable law or regulation, or in other circumstances outside the Bank's control, the Bank may give a shorter period of notice as it considers, on reasonable grounds, to be justified. Changes will be imposed unilaterally after this time.
- (iii) 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.
- (iv) 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 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 e-mails.

## General Information

25. The Bank will not be liable if it is unable to perform its obligations under the Agreement, nor will the Business' liability to make payment under Condition 5 be discharged if the Bank is unable to debit the Nominated Account or Card Account, owing (directly or indirectly) to the closure of the Nominated Account, 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 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.
26. 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. Any change of name must be notified in writing.
27. Any other facilities or benefits made available to Cardholders and not forming part of the Agreement may be withdrawn at any time without notice.
28. 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.
29. 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.
30. 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.

## Governing Law

31. This Agreement shall be governed and construed in accordance with English law. The Cardholder agrees with the Bank that the courts of England shall have exclusive jurisdiction to settle any

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 the Agreement.

#### Force Majeure

32. 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 having been 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 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.



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