



# Barclaycard Commercial Terms and Conditions - UK

## AGT - Barclaycard Commercial Terms and Conditions - UK - GB

These are the terms and conditions for organisations and incorporated businesses that are not regulated by the Consumer Credit Act 1974.

If you operate as a sole trader or partnership of three or less, please visit our website to view our small business solutions. [www.barclaycard.co.uk/business](http://www.barclaycard.co.uk/business)

### Barclaycard Commercial Terms and Conditions

These are the terms and conditions of the agreement between us, Barclays Bank PLC, Barclaycard Commercial, Northampton NN4 7SG ("us") and you, the organisation entering into this agreement.

#### Fees

\* Card Fees are charged per card account when the card account is opened and annually thereafter for all products other than Barclaycard Fuel+ and Barclaycard Fuel which are charge on a monthly basis

\*\* Interest is charged per month - please refer to Condition 3.3 below

All other fees are calculated on a per Transaction basis

#### Barclaycard Commercial UK Sterling products and fees

Product	Card Fee*	Late or Missed Payment Fee	Late or Missed Payment Interest Rate**	Business Credit Limit exceeded Fee	Returned Payment Fee	Cash Withdrawals Fee – the greater of	Cash Withdrawals Abroad Fee – the greater of	Foreign Currency Transaction (Forex) Fee	Copy of Statements Fee	Copy of Sales Receipt Fee	Transaction fee
Corporate Card GBP (£)	£32	£12	2%	£12	£12	3% or £3	3% or £3 + 2.99% forex	2.99%	£3	£5	N/A
IBU Corporate Card GBP (£)	£32	£12	2%	£12	£12	3% or £3	3% or £3 + 2.99% forex	2.99%	£3	£5	1.19%
Corporate Card Premium GBP (£)	£78	£12	2%	£12	£12	3% or £3	3% or £3 + 2.99% forex	2.99%	£3	£5	N/A
IBU Corporate Card Premium GBP (£)	£78	£12	2%	£12	£12	3% or £3	3% or £3 + 2.99% forex	2.99%	£3	£5	1.19%
Purchasing Card GBP (£)	£32	£12	2%	£12	£12	3% or £3	3% or £3 + 2.99% forex	2.99%	£3	£5	N/A
Purchasecontrol Card GBP (£)	£32	£12	2%	£12	£12	3% or £3	3% or £3 + 2.99% forex	2.99%	£3	£5	N/A
Travel Management Account (£)	N/A	£12	2%	£12	£12	3% or £3	3% or £3 + 2.99% forex	2.99%	£3	£5	N/A
Tracker Solutions (£)	N/A	£12	2%	£12	£12	N/A	N/A	2.99%	£3	£5	N/A
Precisionpay (£)	N/A	£12	2%	£12	£12	N/A	N/A	2.99%	£3	£5	N/A
Payables (£)	N/A	£12	2%	£12	£12	N/A	N/A	2.99%	£3	£5	N/A
Barclaycard Fuel+ (£)	£2	£12	2%	£12	£12	N/A	N/A	2.99%	£3	£5	N/A
Barclaycard Fuel (£)	£2	£12	2%	£12	£12	N/A	N/A	2.99%	£3	£5	N/A

#### Barclaycard Commercial Multi-Currency products

Product	Card Fee*	Late or Missed Payment Fee	Late or Missed Payment Interest Rate**	Business Credit Limit exceeded Fee	Returned Payment Fee	Cash Withdrawals Fee – the greater of	Cash Withdrawals Abroad Fee – the greater of	Foreign Currency Transaction (Forex) Fee	Copy of Statements Fee	Copy of Sales Receipt Fee	Transaction fee
Corporate Card EUR (€)	€75	€16	2%	€16	€16	3% or €4	3% or €4 + 2.99% forex	2.99%	€4	€7	N/A
Corporate Card Premium EUR (€)	€125	€16	2%	€16	€16	3% or €4	3% or €4 + 2.99% forex	2.99%	€4	€7	N/A
IBU Corporate Card EUR (€)	€75	€16	2%	€16	€16	3% or €4	3% or €4 + 2.99% forex	2.99%	€4	€7	1.19%
IBU Corporate Card Premium EUR (€)	€125	€16	2%	€16	€16	3% or €4	3% or €4 + 2.99% forex	2.99%	€4	€7	1.19%

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## Barclaycard Commercial Multi-Currency products continued

Product	Card Fee*	Late or Missed Payment Fee	Late or Missed Payment Interest Rate**	Business Credit Limit exceeded Fee	Returned Payment Fee	Cash Withdrawals Fee – the greater of	Cash Withdrawals Abroad Fee – the greater of	Foreign Currency Transaction (Forex) Fee	Copy of Statements Fee	Copy of Sales Receipt Fee	Transaction fee
<b>Corporate Card USD (\$)</b>	\$99	\$21	2%	\$21	\$21	3% or \$5	3% or \$5 + 2.99% forex	2.99%	\$5	\$9	N/A
<b>Corporate Card Premium USD (\$)</b>	\$149	\$21	2%	\$21	\$21	3% or \$5	3% or \$5 + 2.99% forex	2.99%	\$5	\$9	N/A
<b>Corporate Card Swiss Franc (CHF)</b>	CHF 120	CHF 20	2%	CHF 20	CHF 20	3% or CHF 6	3% or CHF 6 + 2.99% forex	2.99%	CHF 8	CHF 12	N/A
<b>Corporate Card Premium Swiss Franc (CHF)</b>	CHF 200	CHF 20	2%	CHF 20	CHF 20	3% or CHF 6	3% or CHF 6 + 2.99% forex	2.99%	CHF 8	CHF 12	N/A
<b>Corporate Card Polish Zloty (PLN)</b>	PLN 315	PLN 68	2%	PLN 68	PLN 68	3% or PLN 15	3% or PLN 15 + 2.99% forex	2.99%	PLN 20	PLN 30	N/A
<b>Corporate Card Premium Polish Zloty (PLN)</b>	PLN 525	PLN 68	2%	PLN 68	PLN 68	3% or PLN 15	3% or PLN 15 + 2.99% forex	2.99%	PLN 20	PLN 30	N/A
<b>Corporate Card Swedish Krona (SEK)</b>	SEK 756	SEK142	2%	SEK142	SEK142	3% or SEK 36	3% or SEK 36 + 2.99% forex	2.99%	SEK 48	SEK 72	N/A
<b>Corporate Card Premium Swedish Krona (SEK)</b>	SEK 1260	SEK142	2%	SEK142	SEK142	3% or SEK 36	3% or SEK 36 + 2.99% forex	2.99%	SEK 48	SEK 72	N/A
<b>Corporate Card Norwegian Krone (NOK)</b>	NOK 630	NOK 122	2%	NOK 122	NOK 122	3% or NOK 30	3% or NOK 30 + 2.99% forex	2.99%	NOK 40	NOK 60	N/A
<b>Corporate Card Premium Norwegian Krone (NOK)</b>	NOK 1050	NOK 122	2%	NOK 122	NOK 122	3% or NOK 30	3% or NOK 30 + 2.99% forex	2.99%	NOK 50	NOK 60	N/A
<b>Corporate Card Danish Krone (DKK)</b>	DKK 567	DKK 121	2%	DKK 121	DKK 121	3% or DKK 27	3% or DKK 27 + 2.99% forex	2.99%	DKK 36	DKK 54	N/A
<b>Corporate Card Premium Danish Krone (DKK)</b>	DKK 945	DKK 121	2%	DKK 121	DKK 121	3% or DKK 27	3% or DKK 27 + 2.99% forex	2.99%	DKK 36	DKK 54	N/A
<b>Corporate Card Canadian Dollar (CAD)</b>	CAD 108	CAD 21	2%	CAD 21	CAD 21	3% or CAD 6	3% or CAD 6 + 2.99% forex	2.99%	CAD 11	CAD 7	N/A
<b>Corporate Card Premium Canadian Dollar (CAD)</b>	CAD 179	CAD 21	2%	CAD 21	CAD 21	3% or CAD 6	3% or CAD 6 + 2.99% forex	2.99%	CAD 11	CAD 7	N/A
<b>Payables Euro (€)</b>	N/A	€16	2%	€16	€16	N/A	N/A	2.99%	€4	€7	N/A
<b>Payables USD (\$)</b>	N/A	\$21	2%	\$21	\$21	N/A	N/A	2.99%	\$5	\$9	N/A
<b>Precisionpay Euro (€)</b>	N/A	€16	2%	€16	€16	N/A	N/A	2.99%	€4	€7	N/A
<b>Precisionpay USD (\$)</b>	N/A	\$21	2%	\$21	\$21	N/A	N/A	2.99%	\$5	\$9	N/A
<b>Precisionpay (SEK)</b>	N/A	CHF20	2%	CHF20	CHF20	N/A	N/A	2.99%	SEK 48	SEK 72	N/A
<b>Precisionpay (DKK)</b>	N/A	DKK 121	2%	DKK 121	DKK 121	N/A	N/A	2.99%	DKK 36	DKK 54	N/A
<b>Precisionpay (NOK)</b>	N/A	NOK 122	2%	NOK 122	NOK 122	N/A	N/A	2.99%	NOK 40	NOK 60	N/A
<b>Precisionpay (CHF)</b>	N/A	CHF 20	2%	CHF 20	CHF 20	N/A	N/A	2.99%	CHF 8	CHF 12	N/A
<b>Precisionpay (PLN)</b>	N/A	PLN 68	2%	PLN 68	PLN 68	N/A	N/A	2.99%	PLN 20	PLN 30	N/A
<b>Precisionpay (CAD)</b>	N/A	CAD 21	2%	CAD 21	CAD 21	N/A	N/A	2.99%	CAD 11	CAD 7	N/A



## Barclaycard Commercial Multi-Currency products continued

Product	Card Fee*	Late or Missed Payment Fee	Late or Missed Payment Interest Rate**	Business Credit Limit exceeded Fee	Returned Payment Fee	Cash Withdrawals Fee – the greater of	Cash Withdrawals Abroad Fee – the greater of	Foreign Currency Transaction (Forex) Fee	Copy of Statements Fee	Copy of Sales Receipt Fee	Transaction fee
<b>Tracker Solutions Euro (€)</b>	N/A	€16	2%	€16	€16	N/A	N/A	2.99%	€4	€7	N/A
<b>Tracker Solutions USD (\$)</b>	N/A	\$21	2%	\$21	\$21	N/A	N/A	2.99%	\$5	\$9	N/A
<b>Travel Management Account (€)</b>	N/A	€16	2%	€16	€16	N/A	N/A	2.99%	€4	€7	N/A
<b>Travel Management Account (\$)</b>	N/A	\$21	2%	\$21	\$21	N/A	N/A	2.99%	\$5	\$9	N/A
<b>Travel Management Account (CHF)</b>	N/A	CHF20	2%	CHF20	CHF20	N/A	N/A	2.99%	CHF8	CHF12	N/A
<b>Travel Management Account (PLN)</b>	N/A	PLN68	2%	PLN68	PLN68	N/A	N/A	2.99%	PLN20	PLN30	N/A
<b>Travel Management Account (SEK)</b>	N/A	SEK 142	2%	SEK 142	SEK 142	N/A	N/A	2.99%	SEK48	SEK72	N/A
<b>Travel Management Account (NOK)</b>	N/A	NOK 122	2%	NOK 122	NOK 122	N/A	N/A	2.99%	NOK40	NOK60	N/A
<b>Travel Management Account (DKK)</b>	N/A	DKK 121	2%	DKK 121	DKK 121	N/A	N/A	2.99%	DKK36	DKK54	N/A
<b>Purchasecontrol Card (€)</b>	€75	€16	2%	€16	€16	3% or €4	3% or €4 + 2.99% forex	2.99%	€4	€7	N/A
<b>Purchasecontrol Card (\$)</b>	\$99	\$21	2%	\$21	\$21	3% or \$5	3% or \$5 + 2.99% forex	2.99%	\$5	\$9	N/A
<b>Purchasecontrol Card (CHF)</b>	CHF 120	CHF 20	2%	CHF 20	CHF 20	3% or CHF 6	3% or CHF 6 + 2.99% forex	2.99%	CHF 8	CHF 12	N/A
<b>Purchasecontrol Card (PLN)</b>	PLN 315	PLN 68	2%	PLN 68	PLN 68	3% or PLN 15	3% or PLN 15 + 2.99% forex	2.99%	PLN 20	PLN 30	N/A
<b>Purchasecontrol Card (SEK)</b>	SEK 756	SEK142	2%	SEK142	SEK142	3% or SEK 36	3% or SEK 36 + 2.99% forex	2.99%	SEK 48	SEK 72	N/A
<b>Purchasecontrol Card (NOK)</b>	NOK 630	NOK 122	2%	NOK 122	NOK 122	3% or NOK 30	3% or NOK 30 + 2.99% forex	2.99%	NOK 50	NOK 60	N/A
<b>Purchasecontrol Card (DKK)</b>	DKK 567	DKK 121	2%	DKK 121	DKK 121	3% or DKK 27	3% or DKK 27 + 2.99% forex	2.99%	DKK 36	DKK 54	N/A
<b>Purchasecontrol Card (CAD)</b>	CAD 108	CAD 21	2%	CAD 21	CAD 21	3% or CAD 6	3% or CAD 6 + 2.99% forex	2.99%	CAD 11	CAD 7	N/A
<b>Barclaycard Fuel+ (€)</b>	€5	€16	2%	€16	€16	N/A	N/A	2.99%	€4	€7	N/A
<b>Barclaycard Fuel (€)</b>	€5	€16	2%	€16	€16	N/A	N/A	2.99%	€4	€7	N/A

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## Terms and Conditions

### Definitions

In this agreement, **"Account"** means your Barclaycard Commercial Account with us for which we have issued Card Account Details under the terms of this agreement. **"Business Credit Limit"** means the maximum debit balance allowed on your Account. Within the Business Credit Limit we may also define a **"Cash Limit"** which will be the total amount which can be drawn down through cash or cheque Transactions. **"Card"** means any plastic card you are given that is linked to your Card Account Details. **"Card Account Details"** means your card account number, expiry date and card security codes (CV2 number or equivalent). A **"Transaction"** means any purchase made or cash advance obtained by the use of the Card Account Details. **"We"**, **"us"** and **"our"** refer to Barclays Bank PLC, its subsidiaries, associated and affiliated companies. **"You"** and **"your"** means the organisation entering into this agreement, being a partnership, limited partnership, limited company, charity, public authority or other entity (corporate or otherwise) and includes any agents or employees authorised to act on your behalf. **"Verification Information"** means any passwords, security codes etc (including, for example, a PIN) used to identify you as authorised to use the Card Account Details.

### 1. Using your Account

**1.1.** This agreement applies to your Account under which we provide you with credit up to your Business Credit Limit. The Business Credit Limit includes your Cash Limit where applicable. We will provide you with credit in the manner set out in and subject to these terms and conditions. All Card Accounts under this agreement are charge cards accounts. Therefore, you must pay your outstanding statement balance in full on or before the due date on the statement or as agreed with us.

**1.2.** We will tell you your Business Credit Limit when you receive your Account details. We may change your Business Credit Limit based on our assessment of your Account and will tell you about these changes.

**1.3.** If cash is enabled on your Card it may only be used for cash advances within the daily cash advance limit agreed by us and notified to you from time to time.

**1.4.** We may send you another Card or new Card Account Details, as a replacement for an existing Card or as an additional Card on your Account. The Card that we send you may have a different account number, different branding or be part of a different card acceptance scheme. The terms that apply to the new Card Account Details will be the same or better than your existing terms. We will tell you about any changes to the terms under Condition 7. You can ask us to issue additional Card Account Details on your Account.

**1.5.** We may from time to time allow the use of cheques on your Account. If we do allow this we will notify you when we send the cheques. Cheques cannot be used to make payments to us.

**1.6.** Cards, Card Account Details and any unused Barclaycard cheques belong to us. Where Condition 9 applies we can ask you not to use them and you must destroy them. If we believe Card Account Details are being misused, we may put a stop on them or ask others to retain cards for us for the reasons set out in Conditions 9.1 and 9.2.

**1.7.** You must not exceed either your Business Credit Limit or your Cash Limit. We may refuse any Transaction if we reasonably consider that it could result in you exceeding either limit. If we authorise a Transaction and you exceed your Business Credit Limit or your Cash Limit as a result this does not mean that we have agreed to an increase in the relevant limit.

**1.8.** When considering whether you might exceed your Business Credit Limit (or your Cash Limit if applicable) as a result of a Transaction, we may take into account amounts that have not yet been added to your Account balance such as prospective Transactions that we have authorised or interest, fees or charges that you might incur.

**1.9.** If there is a credit balance on your Account we may return it to you.

**1.10.** Subject to Condition 6, you are responsible for all use of your Account by Card Account holders, even if they do something which makes you break this agreement. You must ensure they use their Card Account Details according to the terms of this agreement.

**1.11.** If you use your Card Account Details for Transactions other than in your billing currency, the Transaction is converted to your billing currency at a daily exchange rate (which includes the foreign exchange fee listed above) on the day it is processed by the relevant card scheme. The daily exchange rate is available if you contact us in accordance with Condition 11. This may not be the same as the exchange rate on the date the Transaction is made or posted to your Account.

**1.12.** Card Account Details may not be used for any illegal purpose or in any manner prohibited by law. Card Account Details should only be used for legitimate expenditure for or on behalf of your business.

**1.13.** Where you have Card Account Details that you no longer require, you must notify us immediately and we will deactivate them, if you have a Card you are responsible for destroying it. Where Card Account Details are held by an employee or agent on your behalf, you must tell us as soon as possible if they have ceased or are about to cease their employment with you or if you withdraw their authority to use the Card Account Details.

### 2. How to make Transactions

**2.1.** If you want to make a Transaction you must use the Card Account Details and, if required, your Verification Information.

**2.2.** After you have authorised a payment from your account, we cannot change or cancel it, unless you withdraw your authorisation. You can only withdraw your authorisation for transactions that have been authorised for a future date (such as recurring transactions) by contacting either us or the retailer. You must withdraw your authorisation before the end of the week day (excluding bank holidays) before the transaction is due to be paid. We will use our best efforts to stop these transactions from being charged to your account. As recurring transactions are initiated by the retailer, you may wish to contact the retailer as well to stop the transaction being initiated. If the recurring transaction is incorrectly paid after you have withdrawn your authorisation, we will refund the transaction amount together with any related charges or interest.

### 3. When to make payments to us

**3.1.** You must make all payments by the payment due date and in your nominated billing currency. Your statement will tell you how to make payments to reach us on time. Where we become aware that your payment was received on or before the payment due date but credited to your Account after this date because of an error by us, we will either refund or not charge any late payment fees or interest.

**3.2.** We will send you, or make available to you electronically, a statement showing your payments to us and all the amounts we have put on your Account since your last statement. You must tell us if your statement includes something you think is wrong.

**3.3.** Where we do not receive the statement balance in full by the due date we will charge interest on the unpaid balance calculated on a daily basis from the statement date until repaid in full. This includes interest on any fees or charges if applicable.

**3.4.** Subject to any conflicting term in your Agreement (which shall remain in full force and effect) we can send, or make available to you, important information electronically (e.g. by email) including legal notices that we are required to give you, such as notices of variation which tell you about changes to your Agreement. These may form part of your monthly statement.

### 4. Protecting your Card Account Details

**4.1** You must:

**4.1.1.** keep the Card Account Details safe and not allow anyone else to use them without your authorisation; and

**4.1.2.** learn your Verification Information and keep it safe at all times. Never write a PIN on a Card or on anything usually kept with it, or write down or record the PIN or other security information without first disguising it. Always destroy the letter with your PIN straightaway.

**4.2.** You must only reveal your Card Account Details to make a Transaction, to report the loss or theft of the Card Account Details or if we allow you to do so.

**4.3.** You must ensure that any Card is signed immediately on receipt and that you comply with any reasonable instructions that we may give about using Card Account Details, including PINs, and keeping them safe.

### 5. Lost or compromised Card Account Details

**5.1.** You must tell us as soon as possible using the contact details in Condition 11 if:

**5.1.1.** your Card Account Details or any cheques or Cards associated with your Account are lost or stolen, (if you later find them you must destroy them),

**5.1.2.** if you think that the Card Account Details may have been compromised (which includes if they are used without proper authorisation), or

**5.1.3.** your Verification Information has been compromised.

**5.2.** You must give us all the information you have about the loss, theft or misuse. We may give the police any information we think will be useful.

**5.3.** You will not be responsible for any Transactions if the Card Account Details are lost or stolen or if a Card is misused before you receive it, but you must tell us as soon as you become aware. If someone uses your Card Account Details and obtained them with your permission, you may be liable for all the Transactions which take place before you tell us that they may be misused. You will not be liable for any Transactions where you have not given permission for someone else to use the Card Account Details.

**5.4.** You will be liable for Transactions if your Card Account Details are lost or stolen or misused in the circumstances set out in Condition 6.3.

### 6. Refunds and claims against us

**6.1.** As long as you notify us within 60 days of the relevant statement date, and subject to Condition 6.2, if you confirm to us that a Transaction from your Account was not authorised in accordance with these Conditions, we will immediately refund the amount applied and return your Account to the position it would have been in if the unauthorised Transaction had not taken place. This means, for example, that we will refund interest or charges which we applied as a result of the unauthorised Transaction being applied to your Account. We will have no further liability to you. We may ask you to confirm in writing that you did not authorise the Transaction. If we subsequently discover that you were not entitled to a refund, we shall treat the refund as a mistake and be entitled to reapply the Transaction, including any interest and charges, to your Account.

**6.2.** If there are reasonable grounds for thinking that you may not be entitled to a refund, we may investigate before giving you a refund. Any investigation will be carried out as quickly as possible in the circumstances and, unless we can show that the Transaction was authorised by you or that you are liable for the Transaction under these Conditions, we will immediately refund the amount applied and return your Account to the position it would have been in if the unauthorised Transaction had not taken place.

**6.3.** However:

(a) if you have acted fraudulently, you will be liable for all Transactions made from your Account; and

(b) if the Transaction was made because you deliberately or with gross negligence failed to keep your Card Account Details secure or your PIN or your Verification Information safe, you may be liable for all Transactions on your Account that take place until you tell us (as required by Condition 5.1) that your Card Account Details, PIN or Verification Information has been compromised. After you have told us you will not have any further liability for unauthorised Transactions.

**6.4.** We will only refund a Transaction if the supplier asks us to or in accordance with Conditions 6.1 and 6.2. You cannot use a claim you may have against someone else to make a claim against us, or refuse to pay us, unless you have a legal right to do so. You cannot transfer any rights against us to anyone else.

**6.5.** Where you have given your Card Account Details to a supplier in the European Economic Area for the purposes of making a Transaction, you can ask us to refund the Transaction if all the following conditions are satisfied:

**6.5.1.** the authorisation you gave did not specify the exact amount to be paid;

**6.5.2.** the amount that has been charged to your Account was more than you could reasonably have expected to pay, based on the circumstances, including previous spending patterns; and

**6.5.3.** you make the refund request within eight weeks of the date when the Transaction was charged to your Account.

**6.6.** We will ask you to provide information which is reasonably necessary to allow us to investigate whether or not you are entitled to a refund under Condition 6.5.

### 7. Changing the terms of this agreement

**7.1.** We may change the terms of this agreement, including interest rates and charges, or introduce a charge for any service provided under or in connection with this agreement, on two months' notice.

**7.2.** When we make a change under Condition 7.1 we will tell you the date when it comes into effect. If you do not want to continue the agreement with the change, you must write to us under Condition 8.1 to end the agreement. The change will apply to your agreement until it ends.

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### 8. Ending this agreement

**8.1.** This agreement has no fixed duration: it will continue until you or we choose to close your Account. Either of us can close the Account by giving written notice to the other. You may alternatively notify us by telephone by calling us on the number on your statement. Unless Condition 8.2 applies, we will give you two months' notice before we close the Account. You must destroy all Card Account Details and cancel any instructions you have given to others to charge Transactions to your Account. You must make all payments due and this agreement will continue until all amounts you owe have been paid including amounts added to your Account after the notice to close the Account. Where you have paid an annual fee we will refund the annual fee on a proportionate basis dependent on the number of months which have elapsed from the date the annual fee was added to your Account.

**8.2.** We may close your Account and require you to repay immediately all amounts you owe us under this agreement if:

**8.2.1.** we reasonably believe that you have broken this agreement or any other agreement you have with us regularly or seriously; or

**8.2.2.** any step, application or proceeding is taken by you, or in respect of the whole or any part of your organisation, for a voluntary arrangement or composition or reconstruction of your debts, winding up, dissolution, administration or receivership (administrative or otherwise), or any partner or director dies or becomes bankrupt or is likely to become bankrupt.

But we will follow any legal requirements before we do so.

### 9. Why we might restrict Account use

**9.1.** We may prevent or limit the use of your Account if we reasonably consider it necessary:

**9.1.1.** to protect the security of your Account; or

**9.1.2.** because we suspect there may be unauthorised or fraudulent use of your Account; or

**9.1.3.** because of a significantly increased risk that you may be unable to pay.

If we do, we will let you know.

**9.2.** We may refuse to approve a Transaction if:

**9.2.1.** we reasonably consider it necessary to protect the security of your Account;

**9.2.2.** you have exceeded a limit (such as your Cash Limit or Business Credit Limit);

**9.2.3.** we are required to by law or by a court or other authority or by another duty which applies to us;

**9.2.4.** the Transaction seems unusual compared with the way you normally use the Account;

**9.2.5.** you have reported your Card Account Details as lost, stolen or compromised;

**9.2.6.** we reasonably suspect fraud or illegality;

**9.2.7.** if we feel it necessary as a matter of responsible lending; or

**9.2.8.** we reasonably believe that allowing the Transaction would damage our reputation.

You can contact us to find out why we have refused to approve a Transaction.

**9.3.** If we refuse a Transaction this agreement will continue and we will not be responsible or incur liability for any loss or damage you may suffer as a result.

### 10. General

**10.1.** If we break this agreement, we will not be liable to you for losses and costs caused by abnormal or unforeseeable events, such as any machine failing to work and industrial disputes or other events that we cannot reasonably control and which would have been unavoidable despite all efforts to prevent the event happening, or resulting from us complying with any relevant requirement under any law or regulation to which we are subject.

**10.2.** You will be liable for all amounts owed to us under this agreement. **10.3.** We may charge a fee for any non-standard services, such as the provision of data files.

**10.4.** You must tell us as soon as possible if there is a change to your business' name, postal address, e-mail address or telephone number. We must also be advised of any material changes to your business ownership (being a change of 10% or more in the shareholding) and any changes to the personal information (e.g. name and address) of any directors.

**10.5.** You must have a UK business address. You must tell us if you cease to have a UK business address.

**10.6.** We may transfer to any other person or legal entity any or all of our rights and duties under this agreement at any time (including, without limitation, our duty to lend to you). We may do this without telling you. Your rights under this agreement and your legal rights will not be affected.

**10.7.** You may be subject to other taxes or costs, which are not paid through us or charged by us, that are payable in connection with this agreement.

**10.8.** The terms of this agreement, and our dealings with you with a view to entering into this agreement, are governed by English law and subject to the jurisdiction of the English courts.

### 11. How to contact us

**11.1.** You can contact us for advice or with queries via our website at [www.barclaycard.co.uk/commercial](http://www.barclaycard.co.uk/commercial), or by calling us on the number on your statement or by writing to us at the address below or visiting a Barclays branch. If your Card Details are lost, stolen or compromised, call us on 0844 822 2140 or +44 1604 269452 or write to us at Barclaycard Commercial, PO Box 3000, Teesdale Business Park, Stockton-on-Tees TS17 6YG.

**11.2.** You can ask us for a copy of this agreement at any time.

## How we use your information

We will store and process your information on the Barclays Group computers and in any other way. By "your information" we mean personal and financial information we (a) obtain from you or from third parties, such as credit reference agencies (who may search the Electoral Register), fraud prevention agencies or other organisations when you apply for an account or any other product or service or which you or they give to us at any other time or (b) learn from the way you use and manage your account(s), from the transactions you make such as the date, amount, currency and the name and type of supplier (e.g. supermarket services, medical services, retail services) and from the payments which are made to your account.

We and other companies in the Barclays Group will use your information to manage your account(s), give you statements and provide our services, for assessment and analysis (including credit and/or behaviour scoring, market and product analysis), and to develop and improve our services to you and other customers and protect our interests.

Where you act as the administrator of the Barclaycard scheme within your organisation, and where your organisation has agreed, we and other members of the Barclays Group will use your information to inform you by letter, telephone (including automated dialling, digital television and sending text messages), or computer about products and services (including those of others) which may be of interest to you.

Unless you write to the address below you agree that we may use your information to send you details of alternative products (including those of other companies). You must write to us at Barclaycard Commercial, PO Box 4000, Wigston LE18 9EN if you don't want us to tell you or allow other members of the Barclays Group to tell you about other products and services. (In order for us to ensure that we note this in all our records, it would help us if you give us any Barclays Bank account details and the numbers of any Barclays cards, insurance, unit trust and other accounts or policies.) You can ask us for a copy of the information we keep about you. A fee will be charged for this service.

You agree that calls between us may be recorded and/or monitored.

We use credit reference agencies and fraud prevention agencies to:

- make enquiries when you ask for any lending products, or to assist us in managing your account, for example if we wish to consider offering you other products, now or in the future;
- share information;
- about you and how you manage your accounts;
- if you give us false or inaccurate information or we suspect fraud.

Credit reference agencies keep a record of our enquiries and may record, use and give out information we give them to other lenders, insurers and other organisations. This also applies to fraud prevention agencies if you give us false or inaccurate information or we suspect fraud.

This information may be used to make assessments for credit and to help make decisions on you and members of your household, on credit, motor, household, life, and other insurance facilities (including handling claims), for debt tracing and to prevent fraud and money laundering. Information held about you by the credit reference agencies may already be linked to records relating to one or more of your partners where a financial "association" has been created.

Any enquiry we make at a credit reference agency may be assessed with reference to any "associated" records.

We may give information about you and how you manage your account to the following:

- People who provide a service to us or are acting as our agents, on the understanding that they will keep the information confidential.
- Your employer or other organisation that requested that we issue the Card to you.
- Anyone to whom we transfer or may transfer our rights and duties under this agreement.
- We may also give out information about you if we have a duty to do so or if the law allows us to do so.

Otherwise we will keep information about you confidential.

If we transfer your information to a service provider or agent in another country, we will make sure that the service provider or agent agrees to apply the same levels of protection as we are required to apply to information held in the UK and to use your information only for the purpose of providing the service to us.

### What must you do to protect your card and details?

You must:

- keep the cards (including the card details) safe and not allow anyone else to use them; and
- learn your PIN and other security information and keep them secret at all times, never write the PIN on the card or on anything usually kept with it or write down or record the PIN or other security information without first disguising it and destroy the letter with your PIN straightaway.

You must only reveal the card number to make a transaction, to report the loss or theft of the card or if we allow you to do so.

### What happens if your card, card details and pin are lost or stolen?

You must tell us as soon as possible using the contact details in the Cardholder Guide if your card is lost or stolen, if you think that the card may be misused or that someone else may know the PIN. If you later find your card you must cut it vertically through the magnetic stripe and the Chip and return it to us.

You must give us all the information you have about the loss, theft or misuse. We may give the police any information we think will be useful.

You will not be responsible for any transactions if the card is lost or stolen or misused before you receive it, but you must tell us as soon as you become aware. If someone uses a card and got it with your permission, you may be liable for all the transactions which take place before you tell us that it may be misused. You will not be liable for any transactions where you have not given permission for someone else to use the card.

These terms apply to individual Cardholders and do not amend or vary any agreement between us and the employer or other organisation that requested that we issue a Card to you.

## Regulatory Information

Should you have cause to complain about Barclaycard Commercial products or services, please write to us at Barclaycard Commercial Customer Relations, Barclaycard House, Stockton-on-Tees TS17 6YG or call us on 0800 008 008. We will be pleased to help you and explain our Complaints Procedure. Barclays Bank PLC is covered by the Financial Ombudsman Service (UK branches only). If we do not resolve your complaint internally to your satisfaction, you may be able to refer it to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR.

Barclaycard Commercial is a trading name of Barclays Bank PLC. Barclays Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (reference number 122702). Barclays Bank PLC subscribes to the Lending Code which is monitored and enforced by the Lending Standards Board and is registered with the Registrar of Companies for England and Wales, Company No. 1026167. Registered Office: 1 Churchill Place, London E14 5HP.

## This item can be obtained in Braille, large print or audio by calling 0800 008 008.\*

\*Calls may be monitored or recorded in order to maintain high levels of security and quality of service. Calls to 0800 numbers are free if made from a UK landline. For BT business customers, calls to 0844 822 numbers will cost no more than 5.5p per minute, minimum call charge 6p (current at November 2013). The price on non-BT phone lines may be different.

## Updated February 2017