



# Barclaycard Commercial Terms and Conditions - UK

**SCHEDULE 1****FEES AND CHARGES**

*All Fees and Charges levied under this Schedule 1 are exclusive of VAT.*

**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.

Physical Card Product Fees and Charges								
Applicable to: Standard Corporate Card, Premium Corporate Card, Purchasing Card, Purchase Control Card and Barclaycard Fuel								
All Physical Card Products have the following Fees and Charges:								
Late or Missed Payment Daily Rate:					2% If the balance on your Statement is not paid in full by the Payment Due Date, interest shall become chargeable and shall be calculated on a daily basis against the balance on your Account on each day (including any other Fees and Charges payable under this Schedule 1), from the Statement date until such Statement balance is repaid in full, and shall be charged on your next Statement.			
Foreign Currency Transaction (Forex) Fee:					2.99%			
Cash Withdrawal Fee:					3%			
Cash Withdrawal Abroad Fee:					3% + 2.99% Forex Fee			
In addition, the following Fees and Charges may apply (as applicable):								
Currency (as applicable)	Card Fees: <i>Card Fees are charged per Card when the Card is opened and annually thereafter on the anniversary of the date the applicable Company Account was opened for all Cards except for Barclaycard Fuel which are charged on a monthly basis.</i>					Default Charges:  • Late or Missed Payment Fee • Business Credit Limit Exceeded Fee • Returned Payment Fee	Paper copy of Statements Fee	Copy of Sales Receipt Fee  <i>(There will be no charge if the copy reveals that a Transaction has been incorrectly applied to an Account)</i>
	Standard Corporate Card	Premium Corporate Card	Purchase Control Card	Purchasing Card	Barclaycard Fuel			
Pounds Sterling (£)	£32	£78	£32	£32	£2	£12	£3	£5
Euros (€)	€75	€125	€75	n/a	€5	€16	€4	€7
US Dollars (\$)	\$99	\$149	\$99	n/a	n/a	\$21	\$5	\$9
Swiss Franc (CHF)	CHF 120	CHF 200	CHF 120	n/a	n/a	CHF 20	CHF 8	CHF 12
Polish Zloty (PLN)	PLN 315	PLN 525	PLN 315	n/a	n/a	PLN 68	PLN 20	PLN 30
Swedish Krona (SEK)	SEK 756	SEK 756	SEK 756	n/a	n/a	SEK 142	SEK 48	SEK 72
Norwegian Krone (NOK)	NOK 630	NOK 1050	NOK 630	n/a	n/a	NOK 122	NOK 40	NOK 60
Danish Krone (DKK)	DKK 567	DKK 945	DKK 567	n/a	n/a	DKK 121	DKK 36	DKK 54
Canadian Dollar (CAD)	CAD 108	CAD 179	CAD 108	n/a	n/a	CAD 21	CAD 11	CAD 7

**March 2021**

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Virtual Card Product Fees and Charges			
Applicable to: Barclaycard Precisionpay, Precisionpay B2B Travel Account, Tracker Solutions and Travel Management Accounts			
All Virtual Card Products have the following Fees and Charges:			
Late or Missed Payment Interest Rate:		2% If the balance on your Statement is not paid in full by the Payment Due Date, interest shall become chargeable and shall be calculated on a daily basis against the balance on your Account on each day (including any other Fees and Charges payable under this Schedule 1), from the Statement date until such Statement balance is repaid in full, and shall be charged on your next Statement.	
Foreign Currency Transaction (Forex) Fee:		2.99% (Applicable to Barclaycard Precisionpay, Tracker Accounts and Travel Management Accounts) 1.50% (Applicable to Precisionpay B2B Travel Accounts only)	
In addition, the following Fees and Charges may apply (as applicable):			
Currency (as applicable)	Default Charges: <ul style="list-style-type: none"><li>Late or Missed Payment Fee</li><li>Business Credit Limit Exceeded Fee</li><li>Returned Payment Fee</li></ul>	Paper copy of Statements Fee	Copy of Sales Receipt Fee <i>(There will be no charge if the copy reveals that a Transaction has been incorrectly applied to an Account)</i>
Pounds Sterling (£)	£12	£3	£5
Euros (€)	€16	€4	€7
US Dollars (\$)	\$21	\$5	\$9
Swiss Franc (CHF)	CHF 20	CHF 8	CHF 12
Polish Zloty (PLN)	PLN 68	PLN 20	PLN 30
Swedish Krona (SEK)	SEK 142	SEK 48	SEK 72
Norwegian Krone (NOK)	NOK 122	NOK 40	NOK 60
Danish Krone (DKK)	DKK 121	DKK 36	DKK 54
Canadian Dollar (CAD)	CAD 21	CAD 11	CAD 7

ADDITIONAL FEES AND CHARGES	
<b>Individually Billed Product Fee</b> (Applicable to Corporate Cards within an Individually Billed Programme only)	1.19% Transaction fee (charged on a monthly basis)
<b>Barclaycard Precisionpay Bank Transfer Transaction Fee</b>	As set out in the applicable Application Form
<b>Implementation Fees</b>	Implementation services are provided as an integral part of fulfilling the Programme and any associated fees are as agreed between the Parties as part of any scope of work and activity agreed between the Parties to enable the effective implementation and ongoing management of the Programme.  During the course of the Agreement, should the scope of work change, any additional support required in relation to such changes may be chargeable by Barclaycard, such fees to be agreed in writing by the Parties.
<b>Additional Reports</b>	We may charge a fee for any report we provide the Company which relates to the use of any Accounts.

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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 valid card which shall include but not be limited to corporate cards, purchasing cards, single use cards or other device or payment mechanism (including but not limited to virtual cards) issued to you and that is linked to your Card Account Details. **"Card Account Details"** means your card account number, expiry date and card security codes (CVV2 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, passcode, biometric data such as voice recognition or behavioural data (including how you usually make your transactions, the type and how often you make them) and 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, which will be determined at our discretion, 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. If we reduce your Business Credit Limit based on an assessment of risk or your ability to repay, we have the right to not give you notice beforehand if we think this would be inappropriate. We won't reduce your Business Credit Limit to be less than your total outstanding balance, plus any transactions authorised but not yet charged to your Account.
- 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 cannot be used for the following purposes:
  - 1.12.1.** for any illegal purpose or in any manner prohibited by law
  - 1.12.2.** for expenditure that is not on behalf of your business
  - 1.12.3.** to attempt to make certain types of Transactions that we have told you that you should not carry out. We may tell you about such types of Transactions from time to time
  - 1.12.4.** to attempt to buy or trade in cryptocurrencies such as Bitcoin
- 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.
- 1.14.** You will provide the following information to us no later than 10 (ten) business days from receipt of a request from us: (a) audited annual accounts; and (b) such other information as we may reasonably request relating to the current financial position of you.

### 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 (including but not limited to all Transactions regardless of Business Credit Limit and any and all fees and charges whether or not paid through or charged by us but which may be charged by any government or regulatory body) 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 produce a monthly statement showing your payments to us and all the amounts we have put on your Account since your last statement. We'll post your monthly statement or email you to let you know that it has been placed within online account servicing. 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 payment due date we will charge interest on the balance on your Account calculated on a daily basis from the statement date until the statement balance is repaid in full, and such interest shall be charged on your next statement. 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.
- 3.5.** Payments should not be made from any employee's personal accounts unless we have agreed to this

### 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.
- 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, to grant access to an authorised third party 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.
- 4.4.** You must implement reasonable measures to prevent and / or detect unauthorised Transactions and fraudulent Account use and minimise losses as a consequence of fraud, including but not limited to, cooperating with and following any reasonable direction from us in the implementation of reasonable rules, procedures and controls to identify unauthorised Transactions, lost or stolen Card Account Details and / or Cards and fraudulent account use. You must also conduct a full monthly reconciliation of all expenditure on the Account against our transaction file to enable early detection of unauthorised Transactions and transaction data or trends that might indicate fraud

### 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.
- 5.5.** 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.

### 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.

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**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' written notice by post, email, online account servicing or any other written communication.

**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. You will need to pay off the total outstanding balance to end the agreement and the change will apply to your agreement until it ends.

### 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;

**8.2.3.** any material statement made by you at any time provided to us is untrue in any material respect when made;

**8.2.4.** the performance by us or you of these terms and conditions and any provision of these terms and conditions at any time becomes impossible or unlawful under the provision of any laws or if you or us are in breach of any applicable law, rule or regulation; or

**8.2.5.** if we reasonably believe that continued association with you or any part of your organisation is likely to, or may damage our business reputation, goodwill or image.

### 9. Why we might restrict Account use

**9.1.** We may prevent or limit you or authorised third parties the use of your Account for the following reasons 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, as determined by us in our reasonable opinion, that you may be unable to pay. If we do, we will let you know. We will get in touch by phone, email or post to tell you this has happened as soon as we can; or
- 9.1.4.** if you attempt to carry out a Transaction that we have informed you that we will not authorise, an example being buying or trading in cryptocurrencies such as Bitcoin;
- 9.1.5.** if you fail to provide information that we request in accordance with these terms and conditions.

**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.
- 9.2.9.** you attempt to carry out a Transaction that we have informed you that we will not authorise, an example being buying or trading in cryptocurrencies such as Bitcoin.
- 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.** We will let you know if there is a fraud or security risk to your account by phone, email or post.

**10.3.** You will be liable for all amounts owed to us under this agreement.

**10.4.** We may charge a fee for any non-standard services, such as the provision of data files.

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

**10.6.** We will always communicate with you using the most recent contact detail you have given us. We are not responsible if you don't receive information because you haven't told us about a change in your contact details

**10.7.** You must have a UK business address. You must tell us if you cease to have a UK business address. You may not assign, transfer or otherwise deal with any of your rights or obligations under this agreement or sub-contract the performance of any of your obligations under this agreement without the prior written consent of us.

**10.8.** 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.

**10.9.** 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.

**10.10.** Unless otherwise agreed by us in writing, you recognise that you have no right, title or interest, proprietary or otherwise, in or to our name or any logo, trademark or other intellectual property rights owned or licensed by us (or to any goodwill vested therein), nor any right whatsoever to use the same.

**10.11.** Without prejudice to any of our other rights, if in our reasonable opinion your financial condition declines, or you otherwise fail to provide information requested in accordance with these terms and conditions, we may request that you provide a form of security.

**10.12.** 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. We will only communicate with you in English.

### 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 0800 008 008 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.

### 12. Complaints

**12.1.** 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.

**This is the end of the Barclaycard Business Terms and Conditions**

## Barclaycard Commercial Privacy Policy

### Information we hold about you

This policy applies to information we hold about you. In this policy, 'we', 'us', and 'our' means Barclaycard Commercial Payments, which is a trading name of Barclays Bank PLC, registered number 01026167, registered office 1 Churchill Place, London E14 5HP. 'You' means the person the information relates to.

This policy applies to information held about customers and possible future customers, suppliers and possible future suppliers, contacts and all other people we hold information about. By 'information' we mean personal and financial information about you that we collect, use, share and store. This may include your name, date of birth, address, contact information, financial information, details about your health and lifestyle, employment details and device identifiers including internet protocol (IP) address. It includes information about any other Barclaycard and Barclays products and services (or products and services provided by our partners) you currently have, you've applied for or you've had in the past.

### Where this information comes from

We collect, use, share and store information about you to provide you with the services you have asked us for and to share information with you about services that may be of interest to you.

You may provide this information direct to us, for example by the way you communicate or do business with us, such as:

- applying for our products or services;
- using our branches or telephone services;
- writing to us;
- entering competitions or promotions;
- downloading any of our mobile applications or using our websites or digital services, in which case we may gather information about how you access and use these services, such as your IP address and information about the devices or software you use (we may also make other requests or give you more details about how we use your information, for example, we may ask for your location to help find nearby services);
- giving information to us at any other time, including through social media; and
- using and managing your accounts (we may take information such as the date, amount and currency of payments made to your account).

This information may also come from other organisations or people, such as other Barclays companies, other organisations you have a relationship with, joint account holders, credit reference agencies (who may search the Electoral Register), employers, fraud prevention agencies or other organisations. If you do not provide the information that we tell you you **must** provide, this may mean that we are unable to properly provide you with our services or carry out all our obligations under our agreement with you.

### How we use your information

We collect your information to provide our services to you and to help us develop new and improved products and services to meet our customers' needs. We also use your information for security purposes, to check your identity, for training, and to communicate with you. We may use automated processes whenever we use your information.

Under data protection laws, whenever we process your personal information, we must meet at least one set condition for processing. These conditions are set out in data protection law and we rely on a number of different conditions for the activities we carry out.

Specifically, we and other Barclays companies may use your information for the following purposes and under the following legal bases.

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

How we use your information	Legal basis		
To provide our services to you and to provide and manage your accounts and our relationship with you.	<ul style="list-style-type: none"> <li>Where necessary to carry out our agreement or to take steps to enter into an agreement with you.</li> <li>Where the law requires this.</li> <li>Where it's in our legitimate interests to make sure that our customer accounts are well-managed, so that our customers are provided with a high standard of service, to protect our business interests and the interests of our customers.</li> </ul>	To prevent, detect, investigate and prosecute fraud and alleged fraud, money laundering and other crimes, and to check your identity.	<ul style="list-style-type: none"> <li>Where the law requires this.</li> <li>Where it's in our legitimate interests to prevent and investigate fraud, money laundering and other crimes, and to check your identity in order to protect our business and to keep to any laws that apply to us.</li> <li>Where we must process your information under the contract for the services you have asked us to provide.</li> </ul>
To give you statements and other information about your account or our relationship with you.	<ul style="list-style-type: none"> <li>Where necessary to carry out our agreement or to take steps to enter into an agreement with you.</li> <li>Where the law requires this.</li> </ul>	To assess any application you make, including checking for fraud, money laundering, confirming your identity, and carrying out any other regulatory checks. We may compare your details with the details of countries, organisations and people who sanctions apply to, to decide whether we are prevented from doing business with you or processing a transaction under sanctions law.	<ul style="list-style-type: none"> <li>Where you have made the information public.</li> <li>Where it's in our legitimate interests to protect our business interests.</li> <li>Where the law requires this.</li> </ul>
To handle enquiries and complaints.	<ul style="list-style-type: none"> <li>Where necessary to carry out our agreement or to take steps to enter into an agreement with you.</li> <li>Where the law requires this.</li> <li>Where it's in our legitimate interests to make sure that complaints are investigated, for example, so that our customers receive a high standard of service and so that we can prevent future complaints.</li> </ul>	To monitor, record and analyse any communications between you and us, including phone calls.	<ul style="list-style-type: none"> <li>Where it's in our legitimate interests, to check your instructions to us, to prevent and detect fraud and other crime, to analyse, assess and improve our services to customers, and for training purposes, to improve the services we provide to our customers and to protect our business interests.</li> </ul>
For assessment, testing (including systems tests) and analysis (including credit or behaviour scoring (or both)), statistical, market and product analysis and market research. We may use this information to prepare statistical and other reports to be shared internally or externally with others, including non-Barclays companies. We produce these reports using information about you and our other customers. We will combine information about you and other customers so that information used and shared in this way is never personal and you will never be identifiable from them.	<ul style="list-style-type: none"> <li>Where the law requires this.</li> <li>Where it's in our legitimate interests to develop, build, put in place and run business models and systems which protect our business interests and provide our customers with a high standard of service.</li> <li>Where it's in our legitimate interests, or the legitimate interests of other people or organisations, to allow us or other people or organisations to benefit from receiving or analysing the information.</li> </ul>	To transfer your information to or share it with any organisation your account has been or may be transferred to following a (or ready for an expected) restructure, transfer, sale or takeover of all or part of any Barclays company, business, asset or debt.	<ul style="list-style-type: none"> <li>Where necessary to carry out our agreement.</li> <li>Where we have a legitimate interest in restructuring, transferring or selling all or part of any Barclays company, business, asset or debt.</li> </ul>
To evaluate, develop and improve our services to you and other customers.	<ul style="list-style-type: none"> <li>Where it's in our legitimate interests to continually evaluate, develop or improve our products as well as the experiences of users of our sites, so that we provide our customers with a high standard of service.</li> </ul>	To share your information with UK or other relevant tax authorities, credit reference agencies, fraud prevention agencies, and UK and overseas regulators and authorities.	<ul style="list-style-type: none"> <li>Where the law requires this.</li> <li>Where we have a legitimate interest in carrying out certain credit checks so that we can make responsible business decisions. As a responsible organisation, we need to make sure that we only provide certain products to companies and individuals if the products are appropriate, and that we continue to manage the services we provide, for example if we believe that you may have difficulties making a payment to us.</li> <li>Where we have a legitimate interest in helping to prevent and detect fraud and other crime.</li> <li>Where we have a legitimate interest in helping UK and overseas regulators who monitor banks to make sure that they work within the law and regulations.</li> </ul>
To protect our business interests and to develop our business strategies.	<ul style="list-style-type: none"> <li>Where it's in our legitimate interests to protect our people, business and property and to develop our strategies.</li> <li>Where necessary to carry out our agreement or to take steps to enter into an agreement with you.</li> <li>Where the law requires this.</li> </ul>	To share your information with our partners and service providers.	<ul style="list-style-type: none"> <li>Where necessary to carry out our agreement.</li> <li>Where we have a legitimate interest in using other organisations to provide some services for us or on our behalf.</li> </ul>
To contact you, by post, phone, text, email and other digital methods.		To share your information with other people or organisations who you ask us to share your information with.	<ul style="list-style-type: none"> <li>Where the law requires this.</li> </ul>
<p>This may be:</p> <ul style="list-style-type: none"> <li>to help you manage your accounts;</li> <li>to meet our regulatory obligations; or</li> <li>if you act as the company administrator, to keep you informed about products and services you hold with us and to send you information about products or services (including those of other companies) which may be of interest to you.</li> </ul>	<ul style="list-style-type: none"> <li>Where the law requires this.</li> <li>Where we have agreed to contact you in our agreement.</li> <li>Where the law requires this.</li> <li>Where you agree.</li> <li>Where it's in our legitimate interests to share information with you about products or services that may be relevant and beneficial to you. Where we send you marketing messages, you can always tell us if you no longer want to receive them. Please see more information in the 'Contact us' section.</li> </ul>	If you act as the company administrator, to share your information in an encrypted format with social-media companies. They can then match this to personal information they already hold about you so they can display messages to you about our products and services.	<ul style="list-style-type: none"> <li>Where we have a legitimate interest in using social-media companies to share information with you about our products or services that may be relevant and beneficial to you.</li> </ul>
To collect any debts you owe to us.	<ul style="list-style-type: none"> <li>Where it's in our legitimate interests to collect any debts you owe us.</li> </ul>		

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Data protection law allows us to use personal information for our genuine and legitimate reasons as long as we respect your rights and freedoms. This lawful basis for using your information is called 'legitimate interests'. When we rely on our legitimate interests as the legal basis for processing your personal information for the purposes set out above, we will carefully consider and balance any possible effect this may have on you and your rights.

### Sensitive information

We will occasionally need to use sensitive information about you in the following ways. We will use information about your health if this is relevant for us to help you if you are struggling with a debt, it is relevant to a complaint you are making about us, it is relevant to how you want us to contact you, or it provides us with relevant information about how you are spending your money. We will also use sensitive information about you if this is considered to be in the public interest (for example, to support you if you are a vulnerable customer) or if you agree.

### Automated decision-making

If you apply to us for a product, your application may be processed by an automated decision-making process which may carry out credit and affordability assessment checks to decide whether we will accept your application. We may also use automated processes to decide credit limits.

We may also carry out automated anti-money-laundering and sanctions checks (which means that your details will be compared with the details of countries, organisations and people who sanctions apply to, to decide whether we are prevented from doing business with you under sanctions law). This means that we may automatically decide that you present a fraud or money-laundering risk if the processing reveals your behaviour to be consistent with money laundering or known fraudulent behaviour, is inconsistent with information you have previously provided, or you appear to have deliberately hidden your true identity.

You have rights relating to automated decision-making. If you want to know more, please contact us using the details set out in the 'Contact us' section.

If we, or a fraud prevention agency, decide that you present a fraud or money-laundering risk:

- we may refuse to provide the services you have applied for, or we may stop providing existing services to you; and
  - the fraud prevention agencies will keep a record of any fraud or money-laundering risk, and this may result in others refusing to provide services or employment to you.
- If you have any questions about this, please contact us using the details set out in the 'Contact us' section.

### Sharing your information with others

We'll keep your information confidential but we may share it in certain circumstances, for the purposes set out in this policy, with:

- your employer or other organisation that asked us to issue the card to you;
- other Barclays companies;
- other companies who provide a service to you, for example if you use our products to make a purchase or payment;
- our service providers and agents, including their subcontractors;
- anyone we transfer or may transfer our rights, and duties to, or we sell or may sell all or part of any Barclays company, business, debts or assets to;
- fraud prevention agencies;
- credit reference agencies; and
- any company we are providing services with or whose name or logo appears on our products. These companies may send you information about their products or services. We'll always tell you who we will share your information with before we do this.

The people and organisations listed above will also have to keep it secure and confidential. If you are a company administrator, we may share limited information (for example, your mobile phone number or email address), in an encrypted format, with social-media companies. The social-media companies can match this to personal information they already hold about you, so that they can display messages to you about our products and services. We may also share your information as follows.

- With UK and overseas regulators and authorities in connection with their duties (such as preventing crime). For example, if you report your card stolen, we may give the police any information we think will be useful. The way certain payments work means the regulator or authority may be able to access payment details (including information about others involved in the payment).
- With any other person or organisation after a (or ready for an expected) restructure, transfer, sale or takeover of all or part of any Barclays company, business, debt or asset, as long as that person uses your information for the same purposes as it was originally given to us or used by us (or both).
- If we have a duty to reveal it, if it is needed to manage your accounts, or if a law or regulation allows us to do so for legitimate business purposes or with your permission.

### Sharing your information with credit reference and fraud prevention agencies

When processing your application, we will carry out credit and identity checks on you with one or more credit reference agencies. To do this, we will give the credit reference agencies your personal information and they will give us information about you. We will also continue to exchange information about you with credit reference agencies while you have a relationship with us, for example, if we have asked you to pay an amount you owe us and we do not receive a satisfactory reply from you within our stated time limit, or if you give us false or inaccurate information. The credit reference agencies may share your personal information with other organisations. The credit reference agencies, and the ways in which they use and share personal information, are explained in more detail at [www.experian.co.uk/crain/index.html](http://www.experian.co.uk/crain/index.html). Examples of circumstances when we may share your information or information relating to your partner or other members of your household include when we are:

- checking details on applications for products and services, and credit and credit-related, or other, facilities;
- managing credit and credit-related accounts or facilities;
- recovering debt;
- checking details on proposals and claims for all types of insurance; and
- making enquiries when you ask for any lending products or investment products and to help us manage your account.

We will share your information with fraud prevention agencies who will use it to prevent fraud and money laundering, and to confirm your identity. We and fraud prevention agencies may also allow law enforcement agencies to access and use your personal information to detect, investigate and prevent crime. If fraud is detected, you could be refused certain services or finance.

Fraud prevention agencies can hold your personal information for different periods of time, and if you are considered to present a fraud or money-laundering risk, they can hold your information for up to six years.

### Sharing your information outside the European Economic Area

When we or fraud prevention agencies transfer your information outside the European Economic Area, we or the fraud prevention agencies will:

- make sure that the organisations we transfer your information to apply an equivalent level of protection;
- include conditions in the contract with the organisations receiving your personal information to protect it to the standard required in the European Economic Area; and
- possibly ask the organisations receiving your information to subscribe to international frameworks intended to allow information to be shared securely.

If we are transferring your information, we may also transfer it to either a country considered by the European Commission to provide adequate protection of your information, or to a different country if you agree to the transfer. If we transfer your information outside the European Economic Area in other circumstances (for example, because we have to reveal the information to help prevent or detect a crime), we'll make sure we share that information lawfully.

You can ask for copies of the appropriate protection we have in place by contacting us as set out in the 'Contact us' section.

### How long we will keep your information

We will keep your information for as long as is needed for the purposes set out above or as required by any laws that apply.

If you close your account, if we refuse your application for an account or product, or you decide not to go ahead with your application for an account or product, we'll still keep your information. We may also continue to collect information from credit-reference agencies to use after your account is closed. We'll do this for as long as we're allowed to for legitimate business purposes, to help prevent fraud and other financial crime, and for other legal and regulatory reasons.

### Sharing your information after Brexit

In the event that the UK leaves the European Union (EU), it will cease to be an EU member state. Nonetheless, we may still be required (for the purposes described in this notice) to:

- transfer personal data from the UK to the EU, the EEA or elsewhere; and
- receive personal data from outside the UK (including from the EU/EEA) into the UK

Where we make or receive such transfers, we will ensure that those transfers are lawful and (where necessary) we shall put in place appropriate measures, such as contractual commitments or other valid data transfer mechanisms, to ensure that personal data is sent and received in accordance with applicable law.

### Your rights

You have rights relating to the way we use your information. You have the right to:

- ask us to send you (or someone you nominate) a copy of the information we hold about you;
- ask us to correct or delete any incorrect or incomplete information we hold about you (we will correct any information we believe is incorrect or incomplete);
- ask us to stop using your information (we will do this if there is no legal reason for us to continue to hold or use that information);
- object to any automated decision-making;
- ask us to transfer certain personal information to you or to another organisation, including service providers, in a format they can use where this is technically possible (known as the 'right to data portability');
- withdraw any permission you have previously given to allow us to use your information; and
- ask us to stop or start sending you marketing messages at any time by:

- calling us on 0800 008 008; or
- writing to us at Barclaycard Commercial, Dept BMCM, 1234 Pavilion Drive, Northampton NN4 7SG.

To use any of the rights set out above, or to discuss any other issue relating to your information, please contact us using the methods set out in the 'Contact us' section. If you have any concerns about the way we use your information, you have the right to complain to the Information Commissioner's Office, which regulates the use of personal information in the UK, by calling 0303 123 1113. Or you can visit their website at <https://ico.org.uk/>

We may make changes to this notice and how we use your information in the future. If we do this, we'll post an updated version of this notice on our website. You can find the current version of this notice, which explains how we'll use your information, by visiting our website at [www.barclaycard.co.uk/business](http://www.barclaycard.co.uk/business).

### Contact us

Please go to [barclays.co.uk/control-your-data](http://barclays.co.uk/control-your-data) if you have any questions about our privacy notice. If you would like more information on your rights, or you want to exercise them, please send a request through our website at [barclays.co.uk/control-your-data](http://barclays.co.uk/control-your-data).

You can contact our data protection officer at: The Data Protection Officer, Leicester, LE87 2BB or [DPO@Barclaus.com](mailto:DPO@Barclaus.com).

If you are an EU citizen or Regulator, for the purposes of GDPR, our Appointed Representative is Barclays Bank Ireland PLC. The Appointed Representative can be contacted via Our Data Protection Officer email address.

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