



Barclaycard Commercial Terms and Conditions - UK (12/24)

SCHEDULE 1

FEES AND CHARGES

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

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 the relevant 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 the relevant 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 the 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 Account was opened for all Cards except for Barclaycard Fuel which are charged on a monthly basis.</i>					Default Charges: <ul style="list-style-type: none">• Late or Missed Payment Fee• Business Credit Limit Exceeded Fee• Returned Payment Fee	Additional paper copy of Statements Fee
	Standard Corporate Card	Premium Corporate Card	Purchase Control Card	Purchasing Card	Barclaycard Fuel		
Pounds Sterling (£)	£32	£78	£32	£32	£2	£12	£2
Euros (€)	€75	€125	€75	n/a	€5	€16	€2
US Dollars (\$)	\$99	\$149	\$99	n/a	n/a	\$21	\$3
Swiss Franc (CHF)	CHF 120	CHF 200	CHF 120	n/a	n/a	CHF 20	CHF 2
Polish Zloty (PLN)	PLN 315	PLN 525	PLN 315	n/a	n/a	PLN 68	PLN 10
Swedish Krona (SEK)	SEK 756	SEK 756	SEK 756	n/a	n/a	SEK 142	SEK 26
Norwegian Krone (NOK)	NOK 630	NOK 1050	NOK 630	n/a	n/a	NOK 122	NOK 27
Danish Krone (DKK)	DKK 567	DKK 945	DKK 567	n/a	n/a	DKK 121	DKK 17
Canadian Dollar (CAD)	CAD 108	CAD 179	CAD 108	n/a	n/a	CAD 21	CAD 3

Virtual Card Product Fees and Charges		
Applicable to: Barclaycard Precisionpay, Barclaycard Precisionpay Go, Precisionpay B2B Travel Accounts, 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 the relevant 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 the relevant 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 the next Statement.	
Foreign Currency Transaction (Forex) Fee:	2.99% (Applicable to Barclaycard Precisionpay, Barclaycard Precisionpay Go, 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">Late or Missed Payment FeeBusiness Credit Limit Exceeded FeeReturned Payment Fee	Additional paper copy of Statements Fee
Pounds Sterling (£)	£12	£2
Euros (€)	€16	€2
US Dollars (\$)	\$21	\$3
Swiss Franc (CHF)	CHF 20	CHF 2
Polish Zloty (PLN)	PLN 68	PLN 10
Swedish Krona (SEK)	SEK 142	SEK 26
Norwegian Krone (NOK)	NOK 122	NOK 27
Danish Krone (DKK)	DKK 121	DKK 17
Canadian Dollar (CAD)	CAD 21	CAD 3

ADDITIONAL FEES AND CHARGES	
Individually Billed Product Fee <i>(Applicable to Corporate Cards within an Individually Billed Programme only)</i>	1.19% Transaction fee (charged on a monthly basis)
Barclaycard Precisionpay Bank Transfer Transaction Fee	As set out in the applicable Application Form
Implementation Fees	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.
Additional Reports	We may charge a fee for any report we provide you which relates to the use of any Accounts.

Terms and Conditions

Definitions

In this agreement:

"Account" means a Barclaycard Commercial Account opened by you in your name and for which we have issued Account Details under the terms of this agreement.

"Account and Product Guides" means any document which sets out guidance, information and/or requirements about a Payment Instrument, the operation of Accounts and/or the making of Transactions (including any admin or user guides, and processes for any chargeback claims), that may be provided to you on or following your completion of an applicable Application Form.

"Account Details" means any details relating to your Payment Instruments including card account number, expiry date and card security codes (CVV2 number or equivalent) issued by us.

"Application Forms" means any organisational, product or other application form(s) and/or account opening form(s) that you have executed in connection with this agreement.

"Barclaycard System" means the hardware, firmware, equipment, software and any other electronic computer and telecommunication devices and equipment used, supplied and/or developed by Barclaycard (or any third party that provides services to Barclaycard in connection with your Account) for the provision of your Account.

"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 Transactions.

"Card" means any valid card which shall include corporate cards, purchasing cards, and/or single or limited multi-use cards (including virtual cards).

"Data Compromise" means any loss of, theft of, unauthorised access to and/or disclosure (other than required under this agreement) of any Barclaycard Systems, Payment Instruments, Account Details or Verification Information held by, or accessible to you.

"Payment Instrument" means any Card or other device or payment mechanism (including virtual payment mechanisms such as a bank transfer) issued to you by us and that are linked to your Account.

A **"Transaction"** means any purchase, payment or transfer made or cash advance obtained by the use of the Account Details and/or Payment Instruments.

"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, as the context requires, any agents or employees authorised to act on your behalf (including (i) any cardholders or authorised users of the Account or Payment Instruments provided under this agreement; or (ii) any Automated Transaction Processes (as described in condition 2.2) that you set up to make Transactions using the Payment Instruments; or (iii) any company you may use to authorise or to initiate an online transaction or aggregate Account data 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 in conjunction with your Account Details as authorised to use the Payment Instruments.

1 Using your Account

Your Business Credit Limit

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.

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 at our discretion at any time based on our assessment of your Account and will tell you about these changes. If we reduce your Business Credit Limit, 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 withdrawals are enabled on your Card, you must only withdraw cash within the daily Cash Limit agreed by us at our discretion and notified to you from time to time.

1.4 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.

1.5 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.

1.6 You should ensure that no Account runs in credit at any time. If there is a credit balance on your Account we may return it to you.

1.7 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.

Using your Account

1.8 You must ensure that your Account is operated in accordance with the terms of this agreement, the Account and Product Guides and in accordance with all laws, rules and regulations applicable to you.

1.9 No Accounts and/or Payment Instruments can be used, and no Transactions can be made, for any of the following purposes:

1.9.1 for any illegal purpose or in any manner prohibited by law;

1.9.2 for expenditure that is not on behalf of your business;

1.9.3 to make Transactions to pay for goods and/or services from within your own organisation or your group, or anyone otherwise authorised to act on your behalf;

1.9.4 for gambling Transactions;

1.9.5 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; or

1.9.6 to attempt to buy or trade in cryptocurrencies such as Bitcoin.

1.10 When opening an Account or a particular Payment Instrument, we may specify that certain blocks or restrictions on Transactions are applied on an Account or individual Payment Instruments on either a mandatory basis (a "Mandatory Restriction") or a recommended basis (a "Recommended Restriction"). You should consider the Mandatory Restrictions and Recommended Restrictions in line with your intended use of the Payment Instruments and monitor this on an ongoing basis. Where you wish to remove any Mandatory Restrictions or Recommended Restrictions, you can do so by writing to us requesting the removal of such blocks. Any lifting of a Mandatory Restriction will be at your risk, in line with condition 6.4.3.

1.11 We may send you another Card or new Account Details, as a replacement for an existing Payment Instrument or as an additional Payment Instrument on your Account. The Card or Account Details that we send you may have a different account number, different branding or be part of a different card acceptance scheme. We will tell you about any changes to the terms under condition 8.

1.12 Payment Instruments and Account Details belong to us (or our licensors). Where a scenario in condition 7 applies we can ask you not to use them and/or ask you to return or change them. If we believe Account Details are being misused, we may put a stop on them or ask others to restrict Payment Instruments for us for the reasons set out in conditions 7.1 and/or 7.4.

Who can use your account

1.13 We will provide Payment Instruments, Account Details and Verification Information to you or, at your request and as your agent, to any employees or persons authorised to act on your behalf either within the United Kingdom or, unless condition 1.16 applies, outside of the United Kingdom but domiciled or habitually residing in the territories approved by us, using details provided by you.

1.14 If any cardholders or authorised users who are outside of the United Kingdom but domiciled or habitually residing in a territory approved by us changes (or is about to change) their residential or habitual address to a different territory, you must promptly tell us that this is the case. If the new territory is to somewhere outside of the territories approved by us you must, at our choice, either return or destroy any Cards and/or Payment Details that have been issued to such cardholders or authorised users.

1.15 For cardholders or authorised users who are outside of the United Kingdom but domiciled or habitually residing in a territory approved by us to benefit from the terms of this agreement in accordance with condition 1.13, a credible programme within the UK, including active Accounts in the UK, must still exist at all times. What constitutes a credible UK programme shall be determined by us acting in our sole discretion. In the event we determine that there is no longer a credible UK programme, we shall have the right to end this agreement in accordance with condition 9.4.

1.16 If you are a branch or an establishment of an international entity (as registered as such at Companies House) you must ensure that all cardholders and authorised users are resident in the United Kingdom. If any such cardholders or authorised users change their residential or habitual address (or are about to change their residential or habitual address) to somewhere outside of the United Kingdom, you must promptly tell us that this is the case and, at our choice, either return or destroy any Cards or Payment Details that have been issued to such cardholders or authorised users.

1.17 Subject to condition 6, you are responsible for all use on your Account by users of the Account (including any employees or agents acting on your behalf), even if they do something which makes you break this agreement. You must ensure they use their Account Details according to the terms of this agreement. You are also responsible for any Automated Transaction Processes (as described in condition 2.3) that you set up to make Transactions using the Payment Instruments.

1.18 Where you have Account Details or Payment Instruments that you no longer require or were used by someone that is no longer authorised to use them, you must notify us immediately. If you have a Card linked to such Account Details you are responsible for destroying it. Where 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 Account Details.

What information is required from you

1.19 You must ensure that we are given all information we require to open your Account and complete and return to us all applicable Application Forms;

1.20 You must ensure that any information you give to us (including any information provided on the Application Forms) is true and accurate to the best of your knowledge and belief;

1.21 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 your current financial position.

1.22 All of our obligations under this agreement to you are subject to our ability to provide the Account and not being prevented to do so by law, regulation or your failure of any know-your-customer, credit and/or sanctions checks we may undertake during the term of the agreement.

2 How to make Transactions

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

2.2 A Transaction will be authorised if you or a cardholder, authorised user or any other person or agent authorised by you, gives consent for the Transaction to be made using the Payment Instrument and/or Payment Details (including by way of an Automated Transaction Process in accordance with condition 2.3 below).

2.3 This condition 2.3 relates to "Automated Transaction Processes". An Automated Transaction Process is a payment process you (or someone acting on your behalf) may put in place to make Transactions using Payment Instruments, where such Transactions are instructed to be made by you (whether via API (application programming interface) between your systems and the Barclaycard Systems or otherwise), without an authorised individual being present at the time of the Transaction. Where you make a Transaction as a result of an Automated Transaction Process, you shall:

2.3.1 be responsible for all aspects of the Automated Transaction Process at all times, including its design, build, operation, security and ongoing maintenance, and the accuracy of any Transactions instructed to be made by way of the Automated Transaction Process; and

2.3.2 ensure that any Automated Transaction Process: (a) is safe and secure by implementing policies in line with condition 4.2.3; and (b) covers appropriate governance and controls relating to the Transactions that can be instructed via the Automated Transaction Process, including how and when such Transactions can be instructed, the type(s) of such Transactions and the relevant Card(s) and Account(s) that can be used to make them, any limits and/or authorisations required prior to such Transactions being instructed, and any other policies and procedures that are applicable to the use of Cards and Accounts under this Agreement.

Making Transactions in a foreign currency

2.4 If you use your Payment Instrument to withdraw cash (if available) or to make a Transaction in a currency that is not the currency of your Payment Instrument, the applicable card scheme (being either Visa or Mastercard) shall convert the Transaction to the currency of your Payment Instrument, unless you instruct the ATM or card-terminal provider to do the currency conversion.

2.5 The currency conversion by the card scheme will be done on the date the card scheme processes the applicable Transaction and will use the card scheme's reference exchange rate. This means that the reference exchange rate may differ from the rate on the date you made the Transaction if the card scheme processes the payment after that date.

2.6 You also will pay a Foreign Currency Transaction (Forex) Fee (as set out in Schedule 1 (Fees and Charges) to this agreement). Our exchange rate is therefore made up of the card scheme's reference exchange rate on the day the Transaction is processed and the Foreign Currency Transaction (Forex) Fee.

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2.7 You can find a comparison of our current exchange rate for certain currencies as a mark-up over the rate published by the European Central Bank (ECB) at <https://www.barclaycard.co.uk/business/help-and-support/credit-and-charge-card/corporate-exchange-rates>. This information allows you to compare our rates against the rates issued by the ECB at the time you check. Because it might take a day or two for your payment to be processed, our exchange rate might be different at that time.

2.8 In some countries, the ATM or the card terminal being used may offer you the option of paying for the Transaction in the currency of your Payment Instrument. If you choose to pay for your Transaction in the currency of your Payment Instrument, the exchange rate will generally be provided by the ATM or terminal operator. If you are in the EU when you're offered this option, you may get an exchange rate as a mark-up over the ECB rate by the ATM or terminal operator. If you would like us to convert the amount, you should choose to pay or withdraw in the local currency.

Canceling a Transaction

2.9 This condition 2.9 only applies to Transactions made by Card. 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 attempt 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.

2.10 For withdrawing authorisation in relation to Transactions made by Payment Instruments other than Cards, please refer to the relevant Application Forms and/or the relevant Account and Product Guides for details.

3 When to make payments to us

3.1 We will produce a monthly statement showing any payments made by you to us and all the Transaction amounts on your Account since your last statement. We'll post your monthly statement to you 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 in accordance with condition 6.

3.2 You are responsible for paying all sums due under this agreement (including all Transactions regardless of your Business Credit Limit, any and all fees and charges and all taxes whether or not paid through or charged by us but which may be charged by any government or regulatory body and which fall due in connection with this agreement).

3.3 You must pay your outstanding statement balance in full on or before the payment due date (which is set out on the statement) or as agreed with us. Your statement will tell you how to make payments to reach us on time.

3.4 Where we do not receive the statement balance in full by the payment due date, we will charge interest (at the rate set out in Schedule 1 (Fees and Charges) of this agreement) on the unpaid balance calculated on a daily basis from the applicable statement date until such balance is repaid in full, and such interest shall be charged on the next statement. This includes interest on any fees or charges if applicable. 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 any late payment fees or interest or not charge any late payment fees or interest as applicable.

3.5 Payments to us should be from you only and not be made from any third party accounts or any employee's personal accounts unless we have agreed to this.

3.6 Each Account shall be in pounds sterling or such other currency agreed by us and notified to you and shall be your billing currency.

4 Protecting your Account Details

4.1 You must:

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

4.1.2 learn your Verification Information and keep it safe at all times. Never write down a PIN relating to a Payment Instrument. Always destroy the letter which contains your PIN;

4.1.3 not share a one time passcode with anyone. It should be used to complete a Transaction you wish to authorise only;

4.1.4 only reveal your Account Details to make a Transaction, to report the loss or theft of the Account Details to us, to grant access to an authorised third party or if we allow you to do so; and

4.1.5 ensure that any Card is signed immediately on receipt and that you comply with any reasonable instructions that we may give about using Account Details and Verification Details and keeping them safe.

4.2 You must implement reasonable measures to prevent and/or detect unauthorised Transactions, Data Compromise and fraudulent Account use in accordance with Good Industry Practice and to help minimise losses as a consequence of fraud. This shall include:

4.2.1 cooperating with and following any reasonable direction from us in the implementation of reasonable rules, procedures and controls to identify unauthorised Transactions, lost, stolen or compromised Account Details and / or Cards and fraudulent Account use;

4.2.2 conducting a full monthly reconciliation of all expenditure on the Account against your monthly statement and, if applicable, transaction file, to enable early detection of unauthorised Transactions and transaction data or trends that might indicate fraud; and

4.2.3 notify any employees or agents (or other individuals that are authorised to use your Account or Payment Instruments) of the terms of this agreement and implement reasonable policies and procedures to ensure that the Payment Instruments and Account Details are used according to this agreement, including to check and verify the amount of every Transaction before it is duly authorised (including those made by Automated Transaction Processes), and that you and any such authorised individuals shall keep all Payment Instruments and Account Details protected, safe and secure.

For the purpose of this condition 4.2, "Good Industry Practice" means using a degree of skill, diligence, prudence and foresight that would reasonably be expected from a highly skilled and experienced person engaged in the same type of obligation under the same or similar circumstances;

5 Lost or compromised Account Details and Payment Instruments

5.1 You must tell us as soon as possible by telephoning the Barclaycard Commercial Fraud Team on 0800 0159 059 (UK) or +44 1452 828 321 (International):

5.1.1 your Account Details, Verification Information or Payment Instruments associated with your Account have been or are suspected to have been lost or stolen or have been compromised in any way; or

5.1.2 if you think you may have suffered a Data Compromise (which includes if your Account Details are used without proper authorisation or otherwise disclosed without authority or if a Card may have been misused or that someone else may know the PIN).

5.2 You must give us all the information you have about the loss, theft or misuse and cooperate with and follow any reasonable directions from us in connection with events in condition 5.1 above, which may include you ceasing access to any Payment Instruments and/or Accounts. We may give the police any information we think will be useful.

5.3 If you later find a physical Card that you have reported to us as potentially lost or stolen in accordance with condition 5.1 or as otherwise requested by us, you must destroy the Card immediately by cutting the left hand corner of the Card through the data chip (if applicable to the type of Card) and provide confirmation to us of such destruction.

5.4 You will not be responsible for, and therefore not liable for, any Transactions if the Account Details and/or Payment Instrument are lost or stolen or misused before you receive them, but you must tell us as soon as you become aware in accordance with condition 5.1.

5.5 If someone uses your 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 in accordance with condition 5.1.

6 Unauthorised Transactions and Fraud

6.1 To tell us about a Transaction from your Account that was not authorised by you in accordance with Condition 2.2, you must:

6.1.1 notify us as soon as possible (and within a maximum of 60 days of the relevant statement date) by telephoning the Barclaycard Commercial Fraud Team on 0800 0159 059 (UK) or +44 1452 828 321 (International);

6.1.2 complete and return to Barclaycard within 15 days of receipt, any claim or disclaimer form that is provided by us, together with such other documents as we may request, providing all information required that you know or should reasonably know as at the time of completing such forms and/or documents; and

6.1.3 co-operate with us and/or any crime prevention agencies

6.2 Provided that condition 6.1 (or condition 5.1, if applicable) has been followed and subject to condition 6.3, we will refund the amount of the applicable Transaction by the end of the next working day after the day you tell us about such unauthorised Transaction 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 as soon as practicable any applicable interest, fees 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 in accordance with condition 6.3, we shall treat the refund as a mistake and be entitled to reapply the Transaction, including any interest, fees and charges, to your Account.

6.3 If there are reasonable grounds for thinking that the Account may not be entitled to a refund we reserve the right to investigate the relevant Transaction(s). Any investigation will be carried out as quickly as possible in the circumstances and, if we can show that the Transaction(s) was/were authorised by you or that you are liable for the Transaction under these conditions (including the circumstances you will not be entitled to a refund under condition 6.4), we will either:

6.3.1 add the value of the unauthorised Transaction or fraud back onto the Account for payment by you, as per the agreed billing and payment terms of the relevant Account;

6.3.2 deduct the value of the unauthorised Transaction or fraud from any amounts that may be owed to you under this agreement until such time as the full value of the unauthorised Transaction or fraud is repaid;

6.3.3 deduct the value of the unauthorised Transaction or fraud from any security from you have given us; or

6.3.4 make a written demand to you for payment in full of the value of the unauthorised Transaction or fraud on terms as set out in any such demand.

6.4 The circumstances in which you will not be entitled to a refund, and where you will be liable for such Transactions made from your Account, are:

6.4.1 if you instructed, approved, authorised or otherwise colluded in the authorisation of a Transaction;

6.4.2 if you have acted fraudulently;

6.4.3 if a Mandatory Restriction would have blocked the Transaction but has been lifted following your request in accordance with condition 1.3;

6.4.4 if you failed to comply with condition 5.1 or 6.1 above;

6.4.5 if the Transaction was made because you deliberately or with gross negligence failed to keep your Account Details secure or your Verification Information safe (including your PIN and/or any one time passcodes). This shall also include where you have failed to implement policies and procedures in line with condition 4.2.3 or if you have failed to notify us about changes to required access to Accounts and Payment Instruments in accordance with condition 1.18

6.4.6 if the Transaction was made as a result of you breaching any terms and conditions agreed between us relating to any Automated Transaction Processes (including as described in condition 2.3), including via any APIs (application programme interfaces);

6.4.7 if the Transaction was prohibited as described in condition 1.9;

6.4.8 if you have breached condition 4 of our agreement with you; and

6.4.9 if you have received recompense from any third party (including your employees or agents) who used a Payment Instrument fraudulently or where you have received a benefit for the goods and services received.

6.5 You must take all reasonable steps to recover the value of the unauthorised Transaction or any fraudulent transaction from any third party (including your employees and agents where applicable) where we have refunded you in accordance with condition 6.2.

6.6 We shall notify you in writing or by email as soon as reasonably practical after becoming aware of any fraud or security risk within the scope of and in accordance with our obligations under The Payment Services Regulations 2017.

7 Why we might restrict Account or Payment Instrument use

7.1 We may prevent or limit your use of your Account or any individual Payment Instrument, without notice, for the following reasons if we reasonably consider it necessary:

7.1.1 to protect the security of your Account or of a Payment Instrument;

7.1.2 because we suspect there may be unauthorised or fraudulent use of your Account or a Payment Instrument; or

7.1.3 because of a significantly increased risk, as determined by us in our reasonable opinion, that you may be unable to pay any amounts that you owe under your agreement. If we do, we will let you know by phone call, SMS message, email or post to tell you this has happened as soon as we can (provided we are legally allowed).

7.2 For the purposes of condition 7.1, in determining whether we limit your use of your Account or any individual Payment Instrument we may take into account your financial condition, and/or if you decline or otherwise fail to provide information requested in accordance with condition 7.1 above, and/or if we suspect or become aware that an Account is being used for one of the prohibited purposes specified in condition 7.1 above.

7.3 We may prevent or limit your use of any individual Payment Instruments if they are inactive for 12 months or more in order to protect your Account. If we do, we will let you know in writing at least two (2) months before the applicable Payment Instrument will be suspended. If you do still require use of the applicable Payment Instrument than you need to let us know within 90 days of receiving such notice from us, otherwise the individual Payment Instrument will be closed permanently.

7.4 We may refuse to approve a Transaction if:

7.4.1 we reasonably consider it necessary to protect the security of your Account;

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

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- 7.4.3** we are required to by law or by a court or other authority or by another duty which applies to us;
- 7.4.4** the Transaction seems unusual compared with the way you normally use the Account;
- 7.4.5** you have reported your Account Details as lost, stolen or compromised;
- 7.4.6** we reasonably suspect fraud or illegality;
- 7.4.7** if we feel it necessary as a matter of responsible lending;
- 7.4.8** we reasonably believe that allowing the Transaction would damage our reputation; or
- 7.4.9** 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.

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

7.6 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. We may charge you a fee for costs incurred for refusing the Transaction. Where possible, we will provide a reason for any refusal.

8 Changing the terms of this agreement

8.1 We may change the terms of this agreement, including interest rates, fees, and charges, or introduce a charge for any service provided under or in connection with this agreement, on 2 (two) months' written notice by post, email, online account servicing or any other written communication.

8.2 We may also agree changes or additional terms of the agreement with you without written notice under condition 8.1 if you agree to such changes in writing.

8.3 When we make a change under condition 8.1 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 9.3 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.

9 Closing Accounts and ending this agreement

9.1 If you no longer require an Account, you can ask us to close it by giving us written notice or by calling us on the number on your statement.

9.2 We may close an Account if such Account is inactive for twelve (12) months or more. If we do, we will let you know in writing at least ninety (90) days before the applicable Account will be closed. For the avoidance of doubt, any remaining Accounts shall remain open in accordance with the terms of this agreement. If the closing of an Account under this condition 9.2 means that you no longer have an active Account opened under this agreement, this agreement shall be terminated in accordance with condition 9.3.

9.3 This agreement has no fixed duration: it will continue until you or we choose to end the agreement. Either of us can end the agreement 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 9.4 applies, we will give you at least ninety (90) days' notice before we end this agreement.

9.4 We may end this agreement immediately if:

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

9.4.2 we are unable to continue to provide the agreement to you as a result of legal or regulatory changes, or internal policies prohibit us from providing or continuing to provide an Account(s) to you (including in circumstances where any Barclaycard internal know-your-customer checks have been failed in accordance with condition 1.22), or because of an event outside of our reasonable control means we are prevented from providing the Account(s) to you;

9.4.3 if we are unable to agree a satisfactory arrangement under condition 1.7;

9.4.4 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;

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

9.4.6 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

9.4.7 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.

9.5 All Accounts will close once the agreement ends in accordance with condition 9.3 or 9.4.

9.6 Upon closure of an Account, you must destroy all 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.

10 Data Protection

10.1 In this condition 10, the phrase "Data Protection Law" includes the General Data Protection Regulation, the Data Protection Act 2018, and all other applicable data protection law that applies to either you or us.

10.2 In providing the Account and Payment Instruments to you, you and we shall both act as independent data controllers in any processing of personal data and we shall each comply with our any obligations we have under Data Protection Law.

10.3 Where you provide personal data of a data subject to us directly, and we have not yet processed that data subject's data previously, you shall ensure that you have a legal reason to transfer the personal data of that data subject to us under Data Protection Law. You shall indemnify us for any losses we suffer as a result of a breach of this condition 10.3.

10.4 Any personal data provided by any agents or employees authorised to act on your behalf (including any cardholders or authorised users of the Account or Payment Instruments provided under this agreement) will be processed in accordance with the Barclaycard Business Privacy Policy which can be found at the following link and which forms part of this agreement:

<https://www.barclaycard.co.uk/content/dam/barclaycard/documents/business/topnav/BCP-Full-Privacy-notice-web-PDF.pdf>

11 Confidentiality

11.1 In this condition 11, the phrases "Disclosing Party" and "Receiving Party" shall mean you or us as the context requires. "Confidential Information" shall mean any information in whatever form, whether in oral, paper or in other documented form (including electronic files) that is disclosed by the Disclosing Party to the Receiving Party in connection with this agreement. The agreement between you and us shall also be considered to be Confidential Information.

11.2 The Receiving Party shall keep all Confidential Information of the Disclosing Party confidential indefinitely and not share the Confidential Information with any other person unless allowed to under this agreement and shall only use the Confidential Information for the purposes of this agreement.

11.3 An item of information will not be considered Confidential Information if:

11.3.1 it is in public knowledge without breach of this agreement;

11.3.2 the Receiving Party can show it was in possession of the information or developed it independently of the Disclosing Party (without breach of the agreement);

11.3.3 is made available to the Receiving Party from a third party without being obliged to keep it confidential;

11.3.4 the Disclosing Party communicates to the Receiving Party that the item is no longer confidential.

11.4 Either you or us may disclose Confidential Information:

11.4.1 as required by any applicable law order of a court of competent jurisdiction or stock exchange or government department or agency or card scheme (such as Visa or Mastercard), provided that the Receiving Party shall inform the Disclosing Party prior to such disclosure to the extent it is able to;

11.4.2 in confidence to (a) any group companies, employees, directors, officers, professional advisers (including solicitors, auditors, insurers and accountants), contractors, subcontractors (including, in respect of Barclaycard, any third party that provides services to Barclaycard in connection with your Account) in each case who need to know the same for the purposes of the programme provided under this agreement and/or (b) any permitted actual or potential assignees, transferees and sub-participants, provided in each case that such third parties are bound by obligations of confidence similar to those in this condition 11; and

11.4.3 We shall be entitled to use and disclose Account and/or Transaction data together with related market information such as customer industries and sectors (for the purposes of this clause "Transaction Data") for any purpose and to any person or third party to the extent that such Transaction Data is aggregated, summarized, or otherwise presented in a manner that does not directly or indirectly identify you or identify such Transaction Data as attributable to you.

11.5 Subject to condition 11.5, if requested by the Disclosing Party, the Receiving Party shall immediately:

11.5.1 return all Confidential Information supplied by the Disclosing Party to the Receiving Party;

11.5.2 delete all Confidential Information of the Disclosing Party from any computer, word processor or other similar device into which such Confidential Information may have been programmed;

11.5.3 destroy or permanently erase all copies made by it of the Confidential Information supplied by the Disclosing Party and ensure that anyone that has been supplied copies by the Receiving Party destroys or permanently erases such copies and any further copies made by them; and

11.5.4 confirm in writing if the Disclosing Party so requires that the Receiving Party has complied with this condition 11.5.

11.6 Condition 11.5 shall not apply to the extent that:

11.6.1 the Receiving Party is required to retain the Confidential Information for archiving in accordance with applicable law, rule or regulation;

11.6.2 if we are still required to provide the Account and/or Payment Instruments to you and such Confidential Information is required in order to continue to provide the Account and/or Payment Instruments to you; or

11.6.3 if electronic deletion/destruction of the Confidential Information would require an unreasonable degree of effort or expense. In any such case, the Confidential Information should be kept in accordance with the terms of this agreement.

11.7 All Confidential Information is and will remain the property of the Disclosing Party.

11.8 You acknowledge that regardless of this condition 11, portions of your account and transaction data are captured by third parties including third party service providers, merchants and merchant processors, during the course of normal business operations and that the confidentiality provisions of this agreement do not extend to any such third party.

12 General

12.1 The Payment Services Regulations 2017 set out a number of additional obligations that we have to comply with when dealing with small businesses known as Micro-Enterprises or if you are a charity with a business annual income of less than £1,000,000 (one million pound sterling) per annum ("Relevant Charity"). Unless you are a Micro-Enterprise or a Relevant Charity, the following sections of the Payment Services Regulations 2017 shall not apply to your agreement with us: regulations 50, 51, 53, 54, 56, 57, 59, 66(1), 67(3), 67(4), 75, 77, 79, 80 and 83 and our decision to apply a different time period to that detailed in regulation 74(1). The criteria for Micro-Enterprise is an enterprise that employs fewer than 10 persons and has an annual turnover or annual balance sheet that does not exceed €2,000,000 (two million euro) (or pound sterling equivalent) and is based on a European Commission definition on what a Micro-Enterprise is. If you are a Micro-Enterprise or Relevant Charity the Microenterprise and Charity Terms and Conditions set out in Appendix 1 to this agreement shall apply.

12.2 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. We will not be liable to you for the actions or omissions of any third parties (unless they are providing part of the Account to you provided under your agreement with us) and shall have no liability for any loss of profits, loss of business or revenue, or any indirect, incidental, special or consequential loss or damage.

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

12.4 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).

12.5 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.

12.6 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.

12.7 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.

12.8 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 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.

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12.9 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.

12.10 The terms of this agreement (together with any Application Forms, Account and Product Guides and any other documents referred to in this agreement) form the entire agreement between you and us and supersedes all previous agreements, understandings or arrangements (in any form) relating to your Account. If there is any ambiguity or conflict between these conditions and any additional terms on any Application Forms in respect of the particular Payment Instrument to which they apply, the terms of the Application Forms will take precedence over these conditions.

12.11 Nobody else has any rights under this agreement. This agreement is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

12.12 Even if we delay in enforcing your agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under your agreement, or if we delay in taking steps against you in respect of your breaking the terms of your agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Account to you, we can still require you to make the payment at a later date.

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

12.14 When we use the words "including" or "includes" in your agreement, this is to signify a non-exhaustive list and shall not exclude or limit any other inclusions.

12.15 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.

13 How to contact us

13.1 You can contact us for advice or with queries via our website at www.barclaycard.co.uk/commercial, or by calling us on the number on your statement or by writing to us at Barclaycard Commercial, PO Box 4000, Wigston, LE18 9EN or visiting a Barclays branch.

14 Complaints

Should you have cause to complain about Barclaycard products or services, please call us on the number on your statement or write to us at Barclaycard Commercial Barclaycard Commercial, PO Box 4000, Wigston, LE18 9EN. 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.

APPENDIX 1

MICROENTERPRISE AND CHARITY TERMS AND CONDITIONS

In the event that that the you are a Microenterprise or Relevant Charity the following terms shall apply:

1. Condition 6.1.1 of the agreement shall be deleted and replaced with:

6.1.1 notify us as soon as reasonably possible, (and within a maximum of 13 months of the relevant statement date) by telephoning the Barclaycard Commercial Fraud Team on 0800 0159 059 (UK) or +44 1452 828 321 (International);

2. The following shall be added to the end of condition 6.2:

Should our notification channels be down and you are unable to contact us in accordance with condition 6.1, we will also refund the amount of any unauthorised Transactions or fraud on your Account during the period of time our notification channels are down.

3. Condition 6.4 of the agreement shall be deleted and replaced with:

14.1 The circumstances in which you will not be entitled to a refund, and where you will be liable for such Transactions made from your Account, are:

14.4.1 if you instructed, approved, authorised or otherwise colluded in the authorisation of a Transaction;

14.4.2 we reasonably think you have acted fraudulently;

14.4.3 if you failed to comply with condition 5.1 or 6.1 above; and/or

14.4.4 if the Transaction was made because you deliberately or with gross negligence failed to keep your Account Details secure or your Verification Information safe. This includes where you have failed to implement policies and procedures in line with condition 4.2.3 or if you have failed to notify us about changes to required access to Accounts and Payment Instruments in accordance with condition 1.18.

As an exception to this, we will refund you if we didn't apply strong customer authentication to a Transaction when we should have. Strong customer authentication is verification of your identity using two factors based on possession, knowledge or something that is unique to you, like a fingerprint.

4. The following Condition will be added to the end of Condition 6:

6.7 Where you provide Payment Instrument details to a merchant in the United Kingdom and/or European Economic Area for a Transaction but the merchant has not specified the value of that Transaction, if the amount charged by the merchant is more than could reasonably have been expected by you the Transaction will be deemed to be a Transaction that was not authorised (and condition 6.1 above shall then apply) provided that you notify us of such Unauthorised Transaction within 8 weeks of it being applied to the applicable Account.

Updated August 2024

This is the end of the Barclaycard Commercial Terms and Conditions

This item can be obtained in large print, Braille and audio format by calling 0800 008 008.*

*Calls to 0800 numbers are free from UK landlines and personal mobiles, otherwise call charges may apply. International calls will be charged at a higher rate. Please check with your service provider. Calls may be monitored or recorded in order to maintain high levels of security and quality of service.

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December 2024