

Purchasing Card terms and conditions

In these conditions:

- **Bank, we or us** means The Co-operative Bank p.l.c. P.O. Box 101, 1 Balloon Street, Manchester, M60 4EP and its successors and assignees.
- **Card Account** means the Purchasing Card account held by the **bank** in the name of the **Customer** and operated in accordance with these terms and conditions. **Card Account** includes a **GPC Account**.
- **Card(s)** means The Co-operative Bank Purchasing Card issued by the **bank** from time to time under this Agreement bearing the name of the **Customer** and the **Cardholder**.
- **Cardholder** means the person nominated by the **Customer** for whose use a **Card** (including where relevant a **Government Procurement Card**) has been issued by the **bank**.
- **Card Transaction** means the purchase of goods or the obtaining of services or cash advances with the use of the **Card** whether or not a sales or cash advance voucher is signed by the **Cardholder**.
- **Credit Limit** means the maximum debit balance permitted on the **Card Account** referred to in condition 8.
- **Customer or you** means the person (or persons), corporate body, company, LLP, partnership, trust, society, club, organisation, sole trader, individual or any other legal entity who open a Purchasing Card account, in whose name a **Card Account** is maintained by the **bank** or who holds a Purchasing Card in their name.
- **Government Procurement Card or GPC** means a **Card** issued under the **Government Procurement Card Programme**.
- **Government Procurement Card Programme** means the Payment Card Solutions & Associated Services framework agreement from time to time promulgated by the UK Office of Government Commerce.
- **GPC Account** means the Purchasing Card account held by the **bank** in the name of the **Customer** and operated pursuant to the **Government Procurement Card Programme** and in accordance with these terms and conditions.
- **GPC Account Holder** means a **Customer** who has a **GPC Account**.
- **Information** includes any **information** about you or anyone associated with you, which we or **The Co-operative Group** hold now or in the future as a result of the application process or other dealings with us or **The Co-operative Group**, searches or checks at credit reference or fraud prevention agencies, products or services you hold within **The Co-operative Group** and any transactions for goods or services arising out of your Account (including the supplier and the type of goods or services), and such **information** may include sensitive **information** as defined in the Data Protection Act 1998.
- **Mandate** means the **bank** document which gives the **Customer's** authorised person(s)/signatories authority to sign on the **Customer's** account(s) and to authorise the **bank** to act on the instructions of such person(s).
- **PIN** means the personal identification number issued to the **Cardholder** for use with the **Card** referred to in condition 18.
- **Purchasing Card Report(s)** means detailed statements of **Card Account** and **Card Transactions** for the period of such statements;
- **Purchasing Card Tariff** means the tariff issued from time to time by the **bank** and available on request, detailing charges applicable to the **Card Account**.
- **Regulations** means the Payment Services Regulations 2009 as amended by the Payment Services (Amendment) Regulations 2009 and any future changes to those regulations.
- **Service** means the **service** provided by the **bank** via its Customer Services.
- **Signatory** means any person whom the **Customer** has given authority to sign on the **Card Account(s)** on the **Customer's** behalf being duly authorised by the **Customer** through the **bank's Mandate**.
- **The Co-operative Group** means us, The Co-operative Group Limited (Co-operative Group), The Co-operative Insurance Society Limited (CIS) and any companies or organisations the **bank**, The Co-operative Group or CIS wholly or partly own or are owned by at any time and any other independent UK Co-operative Societies.

Where there is reference in these conditions to **micro-enterprise** and **charity** such words shall have the meanings set out in Regulation 2 of the **Regulations** which in the case of a **micro-enterprise** means those organisations with less than ten employees and an annual turnover and/or balance sheet total of less than €2 million and in the case of a **charity** means having an annual income of less than £1 million. Please note, if you are not a **micro-enterprise or charity** some of these conditions do not apply to your **Card Account** and are replaced with the additional conditions set out at condition 21 below.

At your request during this Agreement we will provide the information contained in this Agreement.

As required by law, please note any terms and conditions of your account and all **Purchasing Card Reports**, statements and other information, notifications and communications will be in English.

The currency of the account will be Sterling.

You can contact us on our Visa Helpline number 08456 066701 or by writing to Customer Services, The Co-operative Bank p.l.c., Delf House, Skelmersdale WN8 6GH.

You consent to communication with the **bank** by whatever means including, but not limited to, fax, email (and any signed attachments in whatever format), internet and telephone, in connection with the account.

The Co-operative Bank is authorised and regulated by the Financial Services Authority (No. 121885).

Purchasing Card Conditions

1. The **Card** must be signed by the **Cardholder** immediately on receipt and may only be used:
 - by that **Cardholder**
 - subject to the terms of this Agreement current at the time of use
 - within the **Credit Limit** (any excess over the **Credit Limit** being immediately repayable to the **bank**). In calculating whether the **Credit Limit** has been exceeded the **bank** shall take into account the amount of any **Card Transaction** not yet debited to the **Card Account** and of any authorisation given by the **bank** to a third party in respect of a prospective **Card Transaction**)
 - to obtain the facilities and benefits from time to time made available by the **bank** in the respect of the use of the **Card**
 - during the validity period embossed on the **Card**
 - subject to the right of the **bank**, in its absolute discretion and without prior notice, at any time to withdraw the right to use the **Card** for, or to refuse any request for authorisation of any particular **Card Transaction** and to publish any such withdrawal or refusal
 - by the **Cardholder** solely as an agent of the **Customer**.
2. Each **Cardholder** undertakes that, and the **Customer** undertakes to procure that, the **Card** shall not be used in a manner prohibited by law, including in particular, by the provisions of sections 197 to 214 of the Companies Act 2006 or any statutory modification or re-enactment thereof.
3. On the production of the **Card**, the name of the **Customer** will be embossed on the face of the **Card**. As the **Customer** name may be longer than the number of characters which can be embossed on the face of the **Card**, the **bank** reserves the right to abbreviate the **Customer** name which is embossed on the **Card**.
4. Notwithstanding any statement(s) or representation to the contrary whenever made or whether on the **Card** or otherwise, the **Card** may not in any circumstances be used to guarantee payment of any cheque to a third party nor as evidence of identification to support the encashment of a cheque.
5. **Instructions:**
- 5.1 The **Customer** irrevocably authorises the **bank** to act upon telephoned instructions received through the **Service** provided they are accompanied by use of the correct **mandate** or other authority in connection with the current account held by the **bank** in the name of the **Customer** and from which payments to the **Card Account** are made.
- 5.2 A **Customer** may use telephone banking to access the **Card Programme**. Use of telephone banking service is in accordance with these conditions and the **Customer** will need to register a security code and secure personal information to use these services. The **Customer** irrevocably authorises the **bank** to act upon instructions received through telephone banking.
- 5.3 The authority given above will continue to apply during any period of notice of termination of the **Service** whether given by the **bank** or the **Customer** or one of its representatives.
- 5.4 The **bank** reserves the right to refuse to implement such instructions if it feels there is a justifiable reason.
6. We may use the contact details you have provided, including address and telephone numbers, to contact you. You must phone us on 08456 066701 or write to us at The Co-operative Bank, Delf House, Skelmersdale, WN8 6NY at your earliest convenience on any change of name, address or other contact details. If you do not do this, we may charge your account with the reasonable costs of locating you.
7. The **Bank** may debit the **Card Account** with the amounts of all **Card Transactions**, any other liabilities of the **Cardholder** and any loss incurred by the **bank** arising from the use of the **Card**. The **Customer** will be liable to pay the **bank** all amounts so debited whether or not a sales or cash advance voucher is signed by the **Cardholder**.
- 7.1 The amount of any **Card Transaction** in a currency other than sterling will be converted to sterling using a reference rate set by VISA which is available at www.visaeurope.com/fxcalculator
We may charge for converting the amount of a **Card Transaction** into sterling as set out in the **Purchasing Card Tariff**.
8. The **Credit Limit** will be determined by the **bank** and advised to the **Customer** from time to time.
- 8.1 Individual **Cardholder** limits will be determined by the **Customer** and advised to the **Cardholder** by the **bank**. The **bank** will normally send Monthly **Purchasing Card Reports** to the **Customer** who will make immediate payment of the full amounts shown due to the **bank**.
- 8.2 The **Customer** shall prior to commencement of this Agreement provide an irrevocable Direct Debit **mandate** in favour of the **bank** in respect of the monies due to the **bank** as detailed on the **Purchasing Card Reports**. The **Customer** shall ensure that funds are available to meet any Direct Debit originated by the **bank** on presentation in respect of the **Customer's** obligations under this Agreement whether or not the **Customer** shall have received a **Purchasing Card Report**.
- 8.3 Except as set out in Condition 8.4 below payments to the **Card Account** can only be made by Direct Debit from a current account held by the **Customer**. Payments will be credited on the day on which the instruction is required to be executed provided this is before 4.30pm on a business day. If it is after this time the credit will be effected on the next business day.
- 8.4 Payments cannot be made to or in respect of the Purchasing **Card Account** except as set out below and the following provisions apply:
 - (a) Each month, the debit balance on each Purchasing **Card** issued in connection with the **Account** will be cleared and aggregated with debit balance(s) of the other **Card(s)** on the **Account**.
 - (b) Each month a statement will be sent to the **Account Holder** which includes notification of the aggregated balance. The aggregated balance shall constitute a debt due from the Purchasing Card **Account Holder** to the **bank**. The aggregated balance each month shall be paid to the **bank** seven working days after the date of the statement by direct debit or (if agreed by the **bank**) by electronic payment such as BACS, CHAPS or (where available) Faster Payments, using details provided by the **bank** to the Purchasing **Card account Holder** for this purpose.

(c) Any payment which is not made by the Purchasing **Card Account Holder** by the due date will bear default interest as per the Purchasing Card Tariff and/or the **bank** may suspend the use of all or any of the Purchasing **Cards** issued in connection with the **Account**. This is without prejudice to any other rights the **bank** may have under or in connection with this agreement.

- 8.5** The **bank** will normally send a monthly statement of **Card Transactions** to the **Cardholder**. In addition to the standard **Purchasing Card Reports**, the **bank** may agree to produce additional forms of Report. the **bank** reserves the right to charge an extra fee for such additional Reports.
- 8.6** We can make available to you any further information which we hold in relation to any transaction and this can be requested by you contacting us via telephone Banking. We may charge you for the provision of duplicate statements or other information, unless prevented from doing so by law. Our charges are set out in the **Purchasing Card Tariff**.
- 9.** The **bank** reserves the right to levy a tariff, debit interest, fees and other charges in relation to the use of the **Card** by the **Cardholder** and the **bank's** administration of the **Customer's Card Account** and any services provided by the **bank** in accordance with the rates applicable at the date of opening the Account and as varied or introduced by the **Bank** in accordance with condition 20 or 21.
- 9.1** Details of all fees and charges applicable are set out in the **Purchasing Card Tariff** and you authorise the **bank** to debit the **Card Account** with the charges from time to time. Please note if you are not a **micro-enterprise** or **charity** please see condition 21.8.(b).
- 9.2** No fees or charges will be refunded in the event of cancellation of any or all of the **Cards** issued.
- 10.** The **Customer** shall be liable for any loss or cost (including the cost of arrears letters) which the **bank** determines it has suffered as a result of any breach of this Agreement by the **Customer** or **Cardholder**.
- 11.** The **bank** may at any time or not less than two months notice cancel or suspend the right to use the **Card** entirely or in respect of specific facilities or refuse to reissue, renew or replace any **Card** without in any case affecting the **Customer's** obligations under this Agreement which shall continue in force. Please note if you are not a **micro-enterprise** or **charity** please see condition 21.7.
- 11.1** Additionally the **bank** may stop or suspend use of any **Card** for the following reasons:
- where the Credit Limit is or may be exceeded
 - if the **Customer** or a **Cardholder** seriously or repeatedly breaks this agreement
 - where the **Bank** has good reason to suspect there may be fraudulent activity on the **Card Account**.
- The **bank** will give prior notice, by telephone or letter unless it has a good reason for not doing so, e.g. the **bank** considers the **Card** or **Card Account** has been or is likely to be misused. The **bank** may deduct from the **Card Account** any **Card Transaction** (and any charges) made, but not paid by the **bank** until after return or suspension of the **Card**.
- 11.2** If your business current account with the **bank** is closed for any reason the **Card Account** will be closed at the same time.
- 11.3** The **Card** remains the property of the **bank** at all times. On request all or any **Cards** issued for use on the **Card Account** must be returned immediately to the **bank** or to any other person acting for the **bank**.
- 11.4** The **bank** reserves the right: to reject any application which reveals **information** which conflicts with the Ethical Policy, or give not less than 2 months notice to the **Customer** of closure of the **Customer's** account at its sole discretion but especially if it believes that the **Customer** is no longer acting or conducting its business in a way that complies with the **bank's** Ethical Policy.
- 11.5** Subject to any limitations imposed by statute, all amounts due under this Agreement will be immediately payable in full by the **Customer** if the **Customer** goes into liquidation, has a receiver, administrative receiver, or administrator appointed over the whole or any part of its property or undertaking, dies, commits an act of bankruptcy or is dissolved at the **bank's** discretion, either if there is any breach of this Agreement by the **Customer** or a **Cardholder** or if the **Customer** is in default in respect of any other monies or liabilities due or incurred to the **bank**.
- 12.** Unless agreed otherwise, this Agreement does not have a fixed or minimum duration, the **Customer** may terminate this Agreement by written notice to the **bank** but such termination shall only be effective on return to the **bank** of all **Cards** issued for use on the **Card Account** and the payment of all liabilities of the **Customer** under this Agreement. Until such termination, the **bank** may reissue **Cards** from time to time in accordance with this Agreement.
- 13.** The **Customer** shall provide to the **bank** all such financial and accounting **information** as The **bank** shall request and shall in any event supply the **bank** with a copy of its audited or, where appropriate, certified Profit and Loss Account and Balance Sheet as soon as they become available and in any event within 120 days of the end of the relevant financial accounting reference period. The **Customer** agrees that the **bank** may at all times disclose to its agent and subcontractors any **information** with respect to the **Card Account**, the use of the **Card(s)** and the **Customer's** financial affairs and similarly that the **bank's** agents and subcontractors may at all times disclose any such **information** to the **bank**.
- 14.** The **Customer** and each Cardholder must take all reasonable security precautions to prevent misuse of the **Card Account**, any **Cards** and all **Customer** security details (this can include **PINs**, Account and **Card** details, and other security details which can include security codes, passwords or **secure personal information** which allow you to access the **Card Account**, including telephone banking). Failure to take reasonable security precautions may result in access to the **Card Account**, use of any **Card**, or additional services such as telephone or internet banking, being blocked and we will tell you when we do this.

Reasonable security precautions can include:

- the **Cardholder** signing the card as soon as it is received
- keeping each **Card** apart from the **PIN**
- keeping each **Card** safe and not allowing anyone else to use the **Card**, **PIN** or other security details
- not disclosing any **Card** or security details except when using the **Card** or making payments or registering or resetting security details to use internet or telephone banking
- destroying the **PIN** advice immediately
- never disclosing or writing down any **PIN** or security details in any way that can be understood by someone else, including another account signatory or **Cardholder**

- not choosing a **PIN** or security details which may be easy to guess
- ensuring no one hears or sees the **Cardholder** when using the security details or **PIN**
- keeping receipts and statements safe and destroying them safely, e.g. by shredding
- complying with all reasonable instructions the **bank** issues regarding keeping **Cards**, **PIN** and security details safe
- the **Cardholder** telling us as soon as possible of a change of name, address or other contact details so that correspondence or replacement cards do not get into the wrong hands
- exiting internet banking when leaving a computer terminal unattended.

- 14.1** If the **Card** is lost, stolen or for any reason liable to misuse, or if the **PIN** or any secure personal information is disclosed in breach of this condition, the **Cardholder** or **Customer** must immediately notify The Co-operative Bank p.l.c., Business Charge Card Centre, P.O. Box 300, Delf House, Skelmersdale WN8 6NY, (tel: 0845 600 6000). Until the **bank** receives effective notification, the **Customer** will be liable (subject to any statutory limitation) in respect of any use of the **Card**. Provided that the **Card** has not been used by a person who has acquired possession of it with the **Cardholder's** consent or negligence and provided that notification is given by the **Cardholder** in accordance with the above provisions, the **Customer's** liability shall not exceed £50.00. After the **bank** has been effectively notified, the **Customer's** liability for any subsequent use of the **Card** other than by the **Cardholder** will cease.
- 14.2** The **Cardholder** will give the **bank** all the **information** in the **Cardholder's** possession as to the circumstances of the loss, theft or misuse of the **Card** or disclosure of the **PIN** number or any secure personal information and take all steps deemed necessary by the **bank** to assist in the recovery of a missing **Card**. In the event of such loss, theft, misuse or disclosure being suspected, the **bank** may provide the Police with any **information** it considers relevant. If a **Card** is reported as lost, stolen or liable to misuse, that **Card** must not subsequently be used but must be destroyed by cutting it up into pieces and written confirmation of destruction must be forwarded to The Co-operative Bank p.l.c., Business Charge Card Centre, P.O. Box 300, Delf House, Skelmersdale WN8 6NY, (tel: 0845 600 6000) immediately.
- 14.3** The **Customer** or the **Cardholder** must advise us without undue delay after receipt of their statement and in any event within 13 months after the debit date of details of any **Card Transaction** they think has been incorrectly entered or unauthorised.
- 15.** Provided the **Customer** or the **Cardholder** has notified the **bank** as required by **condition 14** and the **bank** cannot show that the **Card Transaction** was authorised the **bank** will immediately refund the amount of the **Card Transaction** to the **Customer** and, if applicable, restore the account to the state it would have been in had the unauthorised **Card Transaction** not taken place. Please note if you are not a **micro-enterprise** or **charity** please see condition 21.4.
- 15.1** The **bank** will also refund the **Customer's** account if it receives a refund voucher or other refund verification. No claim by the **Customer** against a third party may be the subject of a defence or counter claim against the **bank**. No rights of the **Customer** against the **bank** may be assigned or otherwise disposed of.
- 15.2** Additionally the **Customer** may be entitled to a refund of a **Card Transaction** if the following conditions are satisfied:
- the authorisation did not specify the amount of the payment, and
 - the amount paid exceeded what the **Customer** could reasonably expect taking into account the **Customer's** and **Cardholder's** previous spending pattern, this agreement and the circumstances of the case.
- The **Customer's** right to a refund will not apply if the **Customer** or a **Cardholder** gave consent to the transaction directly to us and the recipient notified the **Customer** or **Cardholder** of the amount in writing or by email or other manner agreed by the **Customer** four weeks before the due date for payment.
- The **Customer** will not be entitled to a refund unless it requests a refund from the **bank** within eight weeks of the date on which the **Card Transaction** was debited, and the **bank** may require the **Customer** or any **Cardholder** to provide information reasonably necessary to determine if these conditions are satisfied. Please note if you are not a **micro-enterprise** or **charity** please see condition 21.5.
- 16.** The **bank** shall not be liable in any way if the **Card** is not honoured by a third party.
- 16.1** The **bank** is responsible to the **Customer** for the correct execution of payment instructions unless the **bank** can show that the merchant's **bank** did receive the funds. On the **Customer's** request the **bank** will make immediate efforts to trace the funds and tell the **Customer** of the outcome. If the **bank** has made an error it will without undue delay restore the **Card Account** to the state it would have been had the error not taken place. Please note if you are not a **micro-enterprise** or **charity** please see condition 21.6.
- 16.2** If we fail to credit your account with funds intended to be paid to you and which we receive with the correct unique identifier we will immediately make the amount available to you including, where applicable, crediting your account with the amount of those funds. Please note if you are not a **micro-enterprise** or **charity** please see condition 21.6.
- 17.** The **bank** may issue a **Card** for use by any individual nominated by the **Customer** as a **Cardholder** of the **Card Account**.
- 17.1** The **Customer** shall be liable for all amounts arising from, or losses incurred by the **bank** in connection with use of the **Card** by the **Cardholder** (including any use in breach of the Agreement which the **bank** shall be under no responsibility to prevent) which may be debited to the **Card Account**. In addition to its other powers, the **bank** may cancel any **Card** at any time upon request in writing of the **Customer** and the return of such **Card** to the **bank** or upon the surrender of such **Card** to the **bank** by the **Cardholder**.
- 17.2** The **bank**, may, at its discretion, require the personal guarantee(s) of the director(s) of a limited **company**, or member of an LLP or other body Corporate as a condition of providing or continuing to provide the **Card Account**, **Card(s)** and any **Credit Limit**.
- 18.** At the request of the **Customer**, the **bank**, at its discretion, may issue a **Card** for use by a **Cardholder**. Upon the issue of a **Card**, a **PIN** will be automatically issued which may be used or required to be used with that **Card**. The **Customer** undertakes that the **Cardholder** will exercise all possible care to ensure the safety of the **Card** and to ensure that the **PIN** notification is destroyed immediately following receipt after memorisation of the **PIN** and to prevent the **PIN** from becoming known to any other person.
- 19.** Cash Advances may be obtained by the use of the **Card** and will be subject to a handling charge as set out in the **Purchasing Card Tariff**. The **bank** may vary this handling charge in accordance with these conditions and notification of any such variation shall be given to the **Customer** by the **bank**.

20. Changes

Please note if you are not a **micro-enterprise** or **charity** please see condition 21.8 in respect of changes to your account.

Changes to our service or these conditions

20.1 We may make changes to the services or conditions of this account and we may introduce new services or conditions. If we make changes to our payment services or conditions relating to those payment services (including conditions 1 to 8 and conditions 10 to 20) we will inform you of any change by personal notice at least two months before we make the change. The new service or conditions will apply to your account automatically. However, if you do not agree to such a change you can, at any time up to two months from the date we tell you of the change switch your account or close it immediately without paying any extra charges or interest. If you do not switch or close your account you will be deemed to have accepted the change. Remember you can close your account at any time if you wish (see condition 12).

For all other changes to our services or conditions:

- where the change is more favourable to you we will inform you of any change within 30 days after the change has been made in national press advertisements, statement messages or statement inserts, or by writing to you (this can include email). The change will apply to your account automatically from the date of the change
- where the change we make is not favourable to you we will inform you of any change by personal notice at least 30 days before we make the change. The new service or conditions will apply to your account automatically. However, if you do not agree to such a change you can, at any time up to 60 days from the date we tell you of the change, switch your account or close it without paying any extra charges or interest. If you do not switch or close your account you will be deemed to have accepted the change. Remember you can close your account at any time if you want (see condition 12).

Changes to our charges

We can make changes to the charges applicable to the account or introduce new charges.

20.2 If we make changes to our payment services charges (including any charges detailed in conditions 1 to 8 and conditions 10 to 20) we will tell you about it by personal notice at least two months before we make the change. The change will apply to your account automatically. However, if you do not agree to such a change you can, at any time up to two months from the date we tell you of the change, switch your account or close it immediately without paying any extra charges or interest. If you do not switch or close your account you will be deemed to have accepted the change. Remember you can close your account at any time if you want (see condition 12).

20.3 For all other changes to charges we will inform you of any change by personal notice at least 30 days before we make the change. The change will apply to your account automatically. However, if you do not agree to such a change you can, at any time up to 60 days from the date we tell you of the change, switch your account or close it without paying any extra charges or interest. If you do not switch or close your account you will be deemed to have accepted the change. Remember you can close your account at any time if you want (see condition 12).

Changes to interest rates

20.4 We may change interest rates provided there is a valid reason for doing so. Changes may be made to interest rates for the following reasons:

- to respond to a change or changes in the bank rate (that is the rate set by the Bank of England (or any successor))
- to respond to a change in LIBOR (that is the London Inter Bank Offered Rate) or equivalent money market rate which impacts on the costs we incur in acquiring funding
- to respond to changes in the rates of interest which banks or other organisations offering similar services charge to customers with similar products
- to respond to changes in our credit assessment of you.

We will inform you of any change by personal notice at least 30 days before we make the change. The new rates will apply to your account automatically. However, if you do not agree to such change you can, at any time up to 30 days from the date we tell you of the change switch your account or close it immediately without paying any extra charges or interest. If you do not switch or close your account you will be deemed to have accepted the change. Remember you can close your account at any time if you want (see condition 12).

20.5 If we make a number of changes or a major change to these conditions during any 12-month period, we will provide you a full copy of the revised conditions.

21. Additional conditions applying to organisations that are not micro-enterprises or charities (that is those businesses with 10 employees or more or an annual turnover or balance sheet total of €2 million or more or charities with an annual turnover of £1 million or more).

21.1 Please inform us immediately if at any time your status changes such that you become a **micro-enterprise** or **charity**.

21.2 You agree that Part 5 of the **Regulations** (which provide for certain information about payment service to be given to you unless you agree otherwise) do not apply.

21.3 Condition 14.3 (relating to the action you must take in respect of unauthorised or incorrectly executed payment transactions) shall not apply and shall be replaced with the following condition:

You must advise us without undue delay after receipt of your statement and in any event within three months after the debit date of details of any **Card Transaction** you think has been incorrectly applied.

21.4 Condition 15 (relating to our liability for unauthorised or incorrectly executed payment transactions) shall not apply and shall be replaced with the following condition:

As the **Customer** is not a **micro-enterprise** or **charity** Regulation 60 of the **Regulations** shall not apply. Where the **Customer** or a **Cardholder** denies having authorised a payment transaction or the **Customer** claims that it was not correctly executed then provided the **Customer** can properly substantiate this and provided the **Customer** have notified us as required by condition 15.3 we will immediately refund the amount of the payment transaction to you and, if applicable, restore the account to the state it would have been in had the unauthorised payment transaction not taken place.

21.5 As you are not a **micro-enterprise** or **charity** Regulations 63 and 64 of the **Regulations** shall not apply and accordingly condition 15.2 (relating to payment transactions for unspecified amounts) also shall not apply and shall be replaced by the following condition:

Where a payment authorised by the **Customer** or a **Cardholder** is to be initiated by a payee (such as a card payment) we may debit the **Card Account** with the amount of the payment notwithstanding that the authorisation did not specify an exact amount and the amount of the payment was more than the **Customer** or **Cardholder** could reasonably have expected. The **Customer** will not be entitled to request a refund in such circumstances.

21.6 Conditions 16.1 and 16.2 shall not apply and shall be replaced with the following conditions:
As you are not a **micro-enterprise** or **charity** regulations 75 to 77 of the **Regulations** do not apply.

We will only be liable to you:

- for the incorrect execution of your payment instructions where we cannot prove that the payment instruction was properly entered or
- if we fail to credit your account with funds intended to be paid to you and we cannot prove that the instructions received did not contain the correct unique identifier.

On your request we will make immediate efforts to trace the funds and tell you of the outcome. We may charge our costs in relation to this. If we have made an error we will without undue delay restore your account to the state it would have been had the error not taken place.

21.7 Condition 11 shall not apply and shall be replaced with the following condition:

the **Bank** may at any time close the **Card Account** or cancel or suspend the right to use the **Card** entirely or in respect of specific facilities or refuse to reissue, renew or replace any **Card** without in any case affecting the **Customer's** obligations under this Agreement which shall continue in force. The **bank** will give you at least 30 days notice of closure of the **Card Account** unless there are serious circumstances (e.g. fraud investigation or where you seriously or repeatedly break this agreement) which justify less notice.

21.8 Condition 20 shall not apply and shall be replaced with the following conditions:

- (a) We may vary our standard account charges, or introduce new ones by giving you at least 30 days advance notice.
- (b) As the **Customer** is not a **micro-enterprise** or charity Regulation 54(1) of the **Regulations** shall not apply. The **Customer** agrees that we may charge for any aspects of the payment services and for any actions we take or for information which we provide in relation to the payment services. Our charges will be such amounts apply in accordance with the Conditions or are otherwise agreed with the **Customer** from time to time and may not correspond to our actual costs of fulfilling our obligations in relation to the payment services. Condition 9 and any other provision in these conditions which relates to Charges shall apply subject to this condition.
- (c) We reserve the right to change charges for special service charges without notice. We will inform you of the charge at the time you ask for the service or at the time we provide it.
- (d) Where a change to the terms and conditions, to any conditions applying to the services or facilities on your account, to any services or facilities themselves, or to any standard account charges is to your disadvantage: we will give you 30 days' personal advance notice and you will then have a further 30 days in which to accept the change, switch or close your account if you wish, without paying extra charges or interest.

22. If the **bank** is unable to produce or send **Purchasing Card Reports**, the **Customer's** liability for settlement of the **Card Account** on the date which payment is due shall continue.

23. The **Customer** shall immediately notify The Co-operative Bank Business Charge Card Centre, P.O. Box 300, Delf House, Skelmersdale, WN8 6GL, in writing of any change of name OR address. Any change of **Cardholder's** name or address shall also be immediately so notified and the **Customer** undertakes that the **Cardholder** will do so. In the event of any failure to do this, the **bank** may charge to the **Card Account** the cost of tracing the **Customer** or **Cardholders**.



Using and Sharing Your Information

24. Your **information** may be held by us in any form and on any **Co-operative Group** database and used by us and the **The Co-operative Group** for the purposes set out below.

We and **The Co-operative Group** may use, analyse and access **your information** to maintain and develop **our** relationships with **you**. **Information** shared with the credit reference and fraud prevention agencies may be accessed by other organisations and used by us and them to prevent fraud and money laundering.

This may include the following purposes:

- checking details on applications for credit and credit related facilities
- to make credit decisions about you and anyone to whom you are linked financially or other members of your household
- managing credit and credit related facilities
- to consider and implement business, product and technology developments
- to undertake statistical analysis, financial risk assessment, money laundering checks (which may include telephoning you), compliance and regulatory reporting, fraud prevention and recovering debt
- checking details on insurance proposals and claims such as motor, household, credit and life and other insurance proposals and insurance claims for you and anyone else linked to your insurance proposal or claim
- to help us identify products and services which may be of interest to you (unless you have asked us not to)
- meeting any obligations we may have under the **Card** Programme your **Card** is issued under
- checking details of job applicants and employees.

24.1 We may link your **information** between your account(s) and other products and **services** you have with us or **The Co-operative Group** and with **information** about others with whom you have a financial link.

24.2 We and **The Co-operative Group** may identify and tell you by letter, telephone, fax, including automated dialling, email or any other means of communication about products and **services** which may be of interest to you and which are offered by us, **The Co-operative Group** or other carefully selected organisations or companies (if you do not wish to receive such **information** please write to us at **Customer services**, The Co-operative Bank p.l.c., P.O. Box 250, Skelmersdale, WN8 6WT for more details, but please note this may mean you will not receive **information** about business, product or **service** developments which may be of benefit to you). You do agree that we can forward any newsletter, statement message, new terms and conditions or **information** about any changes to the way your account(s) operate or provide **information** on **Card** carriers.

- 24.3** We will disclose **information** outside **The Co-operative Group** only:
- where you have provided your agreement
 - to our agents or subcontractors for operational reasons
 - to our affinity partner(s) if you have an affinity product(s)
 - to any persons, including, but not limited to, insurers, who provide a service or benefits to you or for us in connection with your account(s)
 - to licensed credit reference agencies as set out below
 - to fraud prevention and other agencies to help prevent crime or where we suspect fraud
 - if compelled to do so by law
 - for the purpose of compliance and regulatory reporting (for example to the Banking Code Standards Board) and to confirm your identity for money laundering purposes, which may include checking the electoral register
 - to any person to whom we will or intend to transfer our rights or obligations
 - if your **Card** or **PIN** are lost or stolen, or to meet any obligation we may have under any **Card** Programme your **Card** is issued under.
- 24.4** We may disclose your **information** to licensed credit reference and/or fraud prevention agencies to help make financial or insurance proposals and claims decisions (this will be during the application process and on an ongoing basis, to decide whether to continue to make products or **services** available to you or adjust any level of credit) for you and anyone with whom you are linked financially or other members of your household – our enquiries or searches may be recorded – and credit reference agencies may supply us with financial **information**.
- 24.5** We may also disclose **information** to licensed credit reference agencies about how you conduct your account(s) and this **information** may be shared with other financial institutions to help make financial decisions about you and anyone with whom you are linked financially or other members of your household. If you borrow and do not repay in full and on time, we may tell credit reference agencies who will record the outstanding debt.
- 24.6** A link between joint applicants and/or any individual identified as your financial partner will be created at credit reference agencies, which will link your financial records. You and anyone else with whom you have a financial link understand that each others **information** will be taken into account in all future applications by either or both of you. This linking will continue until one of you successfully files a disassociation at the credit reference agencies.
- 24.7** You agree that your **information** may be transmitted to, from and/or through any country as a result of your use of your account(s) and any **services** which form part of your account(s) irrespective of the levels of data protection provided in any particular country and at your own risk. If we transfer your **information** to an agent or subcontractor who provides a **service** to us in another country outside the European Economic Area we will ensure they agree to treat your **information** with the same level of protection as us.
- 24.8** If you write to us and pay a fee you have a right of access to your **information** held by us. Write to us at Customer Feedback, The Co-operative Bank p.l.c., P.O. Box 101, 1 Balloon Street, Manchester M60 4EP.
- 24.9** You have a right of access to your **information** held by credit reference and fraud prevention agencies on payment of a fee. If you ask we will tell you the name and address of the credit reference and fraud prevention agencies we may use.
- We and other organisations may access and use from other countries the **information** recorded by fraud prevention agencies. Law enforcement agencies may access and use this **information**.
- 24.10** We may record and/or monitor telephone calls to enhance security, sort out complaints, improve **our Customer service** and for staff training purposes.
- 25. This Agreement is governed by English Law.**
- 26. General:**
- 26.1** It is our aim to ensure a complete service at all times, but we will not be responsible when failure is caused by abnormal and unforeseeable circumstances beyond our (or our agents' and/or subcontractors') control, the consequences of which would have been unavoidable despite our efforts to the contrary.
- 26.2** If we relax our rights against you under this agreement on one or more occasion, this will not prevent us from strictly applying our rights against you at any time.
- 26.3** We may transfer our rights and/or responsibilities under this agreement to any person if:
- that other person is authorised by the Office of Fair Trading to undertake regulated consumer credit business and writes to you and undertakes to carry out all our duties and obligations under this agreement. If it does so, you agree that we will be released from all those duties and obligations
 - we reasonably believe such person is capable of performing our responsibilities.
- No such transfer will affect any rights you have under this agreement.
- You may not transfer any of your rights or responsibilities under this agreement to any person.
- 26.4** This agreement is in English and we will communicate with you in English. This agreement is governed by English Law. Any dispute which arises in relation to this agreement shall be dealt with by any court in the UK, Isle of Man or Channel Islands which is able to hear the case.
- 26.5** You may be liable for other taxes or costs that are not paid via or by us.
- 26.6** Subject to any limitations imposed by statute, all amounts due under this Agreement will be immediately payable in full by you if you enter into any form of insolvency arrangement whether there is any breach of the Agreement or the terms of the account by you or a **Cardholder**, or whether you are in default in respect of any other monies or liability due or incurred to the **bank**. If you are a partnership and one or more of the partners dies, the **bank** will make arrangements with the surviving partners as to the partnership's continuing liabilities.
- 26.7** You may not transfer any rights you may have against us to any other person.
- 26.8** A person who is not a party to this agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce its terms. This means that only you have the right to enforce a term of this agreement.
- 26.9** If you have a complaint please telephone us on 08456 066701 or write to Customer Services Manager, The Co-operative Bank, Delf House, Skelmersdale, WN8 6NY. If you still remain unsatisfied you may be entitled to refer your complaint to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, Docklands, London E14 9SR or telephone 0845 080 1800.

Part of The **co-operative** financial services

Please call 08456 066701 if you would like to receive this information in an alternative format such as large print, audio or Braille.

The Co-operative Bank is authorised and regulated by the Financial Services Authority (No. 121885), subscribes to the Lending Code, is a member of the Financial Ombudsman Service and is licensed by the Office of Fair Trading (No. 006110).

The Co-operative Bank p.l.c., P.O. Box 101, 1 Balloon Street, Manchester M60 4EP. Registered in England and Wales No. 990937.

Co-operative Financial Services Limited, Registered Office: New Century House, Manchester M60 4ES. Registered Number IP29379R.

Credit facilities are subject to status and not available to anyone under 18 years of age. The Co-operative Bank reserves the right to decline any application.

The Co-operative Bank is covered by the Financial Services Compensation Scheme (FSCS), which in the unlikely event of the bank becoming insolvent would pay compensation to Customers eligible under the Scheme. Ordinarily payments under the Scheme are limited to a maximum of £50,000 of an eligible depositor's total deposits held with the bank.

Although the vast majority of our Customers will be covered by the FSCS, certain Customers are not covered. The exclusions include large companies, large mutual associations and local authorities. Further details of the cover provided by the FSCS are available at www.fscs.org.uk or by phoning the FSCS on 020 7892 7300.