

The co-operative bank good with money

Business charge card terms & conditions

Effective from 1st December 2007

In these conditions:

- **Bank** means The Co-operative Bank p.l.c. P.O. Box 101, 1 Balloon Street, Manchester, M60 4EP and its successors and assignees
- **Business Card Report(s)** means a detailed statement of Card Account Card Transactions for the period of that statement
- **Business Directplus Account** (if applicable) means the **Business Directplus account** held by the **Bank** in the name of the Customer and operated in accordance with the Business Directplus terms and conditions
- **Card(s)** means The Co-operative Bank Business charge card issued by the **Bank** from time to time under this Agreement bearing the name of the Company and the Cardholder
- **Cardholder** means the person nominated by the Company for whose use a 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**
- **Charge Card Tariff** means the tariff issued from time to time by the **Bank** and available on request, detailing charges applicable to the Card Account
- **Company** means the **company**, LLP, partnership, trust, society, club, sole trader or individual in whose name a Card Account is maintained by the **Bank** and 'Card Account' shall be construed accordingly
- **Credit Limit** means the maximum debit balance permitted on the Card Account referred to in condition 6
- **Customer** means the person (or persons), or corporate body who open a Business charge card account or holds a Business charge card in their name
- **FSB** means the Federation of Small Businesses
- **FSB account** (if applicable) means the **FSB Business Banking account** held by the **Bank** in the name of the **Customer** and operated in accordance with the **FSB Business Banking terms and conditions**
- **Group** means us, The Co-operative Group (CWS) Limited (Co-operative Group), Co-operative Insurance Society Limited (CIS) and any companies or organisations the **Bank**, Co-operative Group or CIS wholly or partly own or are owned by at any time and any other independent Co-operative Societies
- **Information** includes any **information** about you or anyone associated with you, which we or the **Group** hold now or in the future as a result of the application process or other dealings with us or the **Group**, searches or checks at credit reference or fraud prevention agencies, products or services you hold within the **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)
- **Pass-Number** means the number which is selected by the Customer for use every time the **Customer** uses the Service
- **PIN** means the Personal Identification Number issued to the **Cardholder** for use with the **Card** referred to in condition 17
- **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 Account(s) on the **Customer's** behalf being duly authorised by the Customer through the **Bank's Mandate**.


Business charge card conditions

ACCOUNT OPENING

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 **Company**.
2. Each **Cardholder** undertakes that, and the **Company** undertakes to procure that, the **card** shall not be used in a manner prohibited by law, including in particular, by the provisions of section 330 of the Companies Act 1985 or any statutory modification or re-enactment thereof.

CUSTOMER ACCOUNT NAME

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. (i) The **Bank** may debit the Card Account with the amounts of all **Card Transaction**, any other liabilities of the **Cardholder** and any loss incurred by the **Bank** arising from the use of the **Card**. The **Company** 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**.
(ii) The amount of any **Card Transaction** in a currency other than sterling will be converted to sterling at the rate applied by Visa International and an Overseas Transaction Charge, as set out in the **Cardholder** and **company** guides, shall be added.
6. The **Credit Limit** will be determined by the **Bank** and advised to the **Company** from time to time. Individual **Cardholder** limits will be determined by the **Company** and advised to the **Cardholder** by the **Bank**. The **Bank** will normally send Monthly **Business Card Reports** to the **Company** who will make immediate payment of the full amounts shown due to the **Bank**. The **Company** shall maintain a current account with the **Bank** throughout the term of this Agreement and 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 **Business Card Reports**. The **Company** shall ensure that funds are available to meet any direct debit originated by the **Bank** on presentation in respect of the **Company's** obligations under this Agreement whether or not the **Company** shall have received a **Business Card Report**. The **Bank** will normally send a monthly statement of **Card Transactions** to the **Cardholder**.
In addition to the standard **Business 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.
7. A fee of £2.00 per month will be debited to the Card Account in respect of the credit **services** provided for each **Card** issued. The **Bank** may vary this fee at any time and notification of any such variation shall be given to the **Company** by the **Bank**. No fees will be refunded in the event of cancellation of any or all of the **Business Cards** issued.
8. This condition applies to **FSB Account Customers** only.
For **FSB Account Customers**:
 - (i) The fee payable in Condition 7 shall not apply. Each **Card** issued to **FSB Account Customers** shall be fee free for as long as an **FSB account** is open and continues to be maintained by the **Bank**
 - (ii) Who are transferred from the **FSB account** to the **Business Directplus Account** or whose **FSB account** is otherwise closed, the fee free benefit referred to in (i) above shall be immediately withdrawn and the standard fee provisions in Condition 7 shall apply. In such circumstances, the **Customer** agrees to immediately return all issued **Cards** to the **Bank** which will reissue replacement **Cards** to the **Customer**.
9. The **Company** 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 **Company** or **Cardholder**.
10. (i) The **Bank** may at any time without notice cancel or suspend the right to use the **Card** entirely or in respect of specific facilities or refuse to re-issue, renew or replace any **Card** without in any case affecting the **Company's** obligations under this Agreement which shall continue in force.
(ii) 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**.
(iii) The **Bank** reserves the right to reject any application which reveals **information** which conflicts with the Ethical Policy, or give 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. The **Company** 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 **Company** under this Agreement. Until such termination, the **Bank** may re-issue **Cards** from time to time in accordance with this Agreement.
12. The **Company** 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 **Company** agrees that the **Bank** may at all times disclose to its agent and sub-contractors any **information** with respect to the Card Account, the use of the **Card(s)** and the **Company's** financial affairs and similarly that the **Bank's** agents and sub-contractors may at all times disclose any such **information** to the **Bank**.
13. (i) The **Cardholder** will exercise all reasonable care to ensure the safety of the **Card**. The **Cardholder** will not disclose the **Card** number to any third party except for the purpose of **Card Transaction**, a Cash Advance and when reporting the actual loss or theft of the **Card**.
(ii) If the **Card** is lost, stolen or for any reason liable to misuse, or if the **PIN** is disclosed in breach of this condition, the **Cardholder** or **company** 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 **Company** 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 **Company's** liability shall not exceed £50.00. After the **Bank** has been effectively notified, the **Company's** liability for any subsequent use of the **Card** other than by the **Cardholder** will cease.
(iii) 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 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.
(iv) The **Cardholder** must advise us within 60 days of receipt of their statement of details of any **Card Transaction** they think has been incorrectly entered.
14. The Card Account will only be credited with a refund in respect of a **Card Transaction** if the **Bank** receives a refund voucher or other refund verification acceptable to it. No claim by a **Company** against a third party may be the subject of a defence or counter claim against the **Bank**. No rights of the **Company** against the **Bank** may be assigned or otherwise disposed of.
15. The **Bank** shall not be liable in any way if the **Card** is not honoured by a third party.
16. (i) The **Bank** may issue a **Card** for use by any individual nominated by the **Company** as a **Cardholder** of the **Card** account. The **company** 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 **Company** and the return of such **Card** to the **Bank** or upon the surrender of such **Card** to the **Bank** by the **Cardholder**.
(ii) 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**.
17. At the request of the **Company**, 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 **Company** 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.
18. Cash Advances obtained by the use of the Business **Card** will be subject to a handling charge of 2.00%. The **Bank** may vary this handling charge at any time and notification of any such variation shall be given to the **Company** by the **Bank**.
19. Unless otherwise stated in this Agreement, where the **Bank** is to give notice to the **Customer** under this Agreement, such notice shall be given to the **Customer** in writing 30 days prior to the change which is to be effected save where such change is to the **Customer's** advantage or is neither to the **Customer's** advantage nor disadvantage whereby the change can be effected immediately where we will let you know in writing, by e-mail, branch notice, website or by notification in the national press within 30 days of the change.
20. The **Bank** shall not be liable if it is unable to perform its obligations under this Agreement due (directly or indirectly) to the failure of any machine, data processing system or transmission link or to any industrial dispute or anything outside the control of the **Bank**, its agents or sub-contractors. If the **Bank** is unable to produce or send **Business Card Reports**, the **Company's** liability for settlement of the Card Account on the date which payment is due shall continue.
21. The **Company** 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 **Company** 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 **Company** or **Cardholders**.
22. Any other facilities or benefits made available to the **Company** as the holder of a Card Account, or to an individual as a result of being a **cardholder**, and which do not form part of this Agreement may be withdrawn at any time without notice.
- USING AND SHARING YOUR INFORMATION**
23.  Your **information** may be held by us in any form and on any **Group** database and used by us and the **Group** for the purposes set out below. We and the **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** scheme your **card** is issued under
 - checking details of job applicants and employees.
- 23.2 We may link your **information** between your account(s) and other products and **services** you have with us or the **Group** and with **information** about others with whom you have a financial link.
- 23.3 We and the **Group** may identify and tell you by letter, telephone, fax, including automated dialling, e-mail or any other means of communication about products and **services** which may be of interest to you and which are offered by us, the **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.
- 23.4 We will disclose **information** outside the **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** scheme your **card** is issued under.
- 23.5 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**.
- 23.6 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.
- 23.7 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.
- 23.8 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.
- 23.9 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.
- 23.10 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**.
- 23.11 We may record and/or monitor telephone calls to enhance security, sort out complaints, improve our **customer service** and for staff training purposes.
24. This Agreement is governed by English Law.
- CUSTOMER SERVICE**
25. **Pass-Number:** It is the **Customer's** responsibility to ensure that its **Pass-Number** is kept confidential. This is to prevent any unauthorised person using the **Service**. If the **Customer** knows or even suspects that someone else knows its **Pass-Number**, it should telephone the **Bank's** Customer Services on 08457 213 213, or if a Business Directplus **customer** 08457 215 215 immediately. We will then be able to make arrangements for another number, provided by the **Customer**, to be allocated.
26. **Instructions:**
- 26.1 The **Customer** irrevocably authorises the **Bank** to act upon telephoned instructions received through the **Service** provided they are accompanied by use of the correct **Pass-Number**.
- 26.2 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.
- 26.3 The **Bank** reserves the right to refuse to implement such instructions if it feels there is a justifiable reason.
- TERMINATION**
27. The **Customer** can terminate their use of the **Service** by giving at least seven days notice in writing to the **Bank**.
- VARIATION**
28. The **Bank** may vary or amend any of these Conditions or may vary, suspend or terminate the **Service** or any part of the **Service** and, if it does so, will notify the **Customer** in accordance with Condition 19.

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

Please call 08457 213 213 if you would like to receive this information in an alternative format such as large print or Braille.

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

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

The Co-operative Financial Services Limited, Registered Office: New Century House, Manchester M60 4ES. Registered Number 29379R.

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