

Business charge 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.
- **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 Account** means the business charge card account held by the **bank** in the name of the **Customer** and operated in accordance with these 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 **Customer** and the **Cardholder**.
- **Cardholder** means the person nominated by the **Customer** 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**.
- **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 Business charge card account, in whose name a **Card Account** is maintained by the **bank** or who 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.
- **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 19.
- **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), 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 22.

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 Business **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 Business 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).

Business charge 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 **Business Directplus Account** or other 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 **Cardholder** may use telephone banking to access the **Card Account**. Use of telephone banking service is in accordance with these conditions and the Cardholder 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.
- 7.1 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 **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**.
- 7.2 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 **Charge Card Tariff**.
- 8.1 The **Credit Limit** will be determined by the **bank** and advised to the **Customer** from time to time.
- 8.2 Individual **Cardholder** limits will be determined by the **Customer** and advised to the **Cardholder** by the **bank**. The **bank** will normally send Monthly **Business Card Reports** to the **Customer** who will make immediate payment of the full amounts shown due to the **bank**.
- 8.3 The **Customer** 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 **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 **Business Card Report**.

- 8.4** Payments to the **Card Account** can only be made by Direct Debit from a Co-operative Bank 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.
- 8.5** 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.
- 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 **Charge Card Tariff**.
- 9. Charges**
- 9.1** A monthly fee as detailed in the **Charge Card Tariff** will be debited to the **Card Account** in respect of the credit **services** provided for each **Card** issued.
- 9.2** Details of all fees and charges applicable are set out in the **Charge 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 22.7.2.
- 9.3** No fees or charges will be refunded in the event of cancellation of any or all of the **Cards** issued.
- 10.** This condition applies to **FSB Account Customers** only.
For **FSB Account Customers**:
- 10.1** the fee payable in condition 9 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**
- 10.2** 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 10.1 shall be immediately withdrawn and the standard fee provisions in condition 9 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**.
- 11.** 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**.
- 12.1** 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 22.6.
- 12.2** 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**.
- 12.3** If your business current account with the **bank** is closed for any reason the **Card Account** will be closed at the same time.
- 12.4** 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**
- 12.5** The **bank** reserves the right: to reject any application which reveals **information** which conflicts with the Ethical Policy, or give not less than two 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.
- 13.** 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.
- 14.** 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 agents 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**.
- 15. Security**
- 15.1** 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.

15.2 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.

15.3 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.

15.4 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.

16. Unauthorised transactions

16.1 Provided the **Customer** or the **Cardholder** has notified the **bank** as required by **Condition 15.4** 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 22.3.

16.2 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.

16.3 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. We will investigate and within 10 business days confirm to you the action we will take to correct it or whether we need further information from you to investigate.

Please note if you are not a **micro-enterprise or charity** please see condition 22.4.

17. Liability

17.1 The **bank** shall not be liable in any way if the **Card** is not honoured by a third party.

17.2 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 22.5.

- 17.3** 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 22.5.
- 18.1** The **bank** may issue a **Card** for use by any individual nominated by the **Customer** as a **Cardholder** of the **Card Account**.
- 18.2** 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**
- 18.3** 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**.
- 19.** 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.
- 20.** Cash Advances may be obtained by the use of the Business **Card** and will be subject to a handling charge as set out in the **Charge 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**.
- 21. Changes**
- Please note if you are not a **micro-enterprise or charity** please see condition 22.7 in respect of changes to your account.

Changes to our service or these conditions

- 21.1** 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 11 to 21) we will tell 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 13).

For all other changes to our services or conditions:

- where the change is more favourable to you we will tell 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 tell 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 13).

Changes to our charges

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

- 21.2** If we make changes to our payment services charges (including any charges detailed in conditions 1 to 8 and conditions 11 to 21) 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 13).
- 21.3** For all other changes to charges (including the fee for provision of the credit service in condition 9) we will tell 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 30 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 13).
- 21.4** If we make a number of changes or a major change to these conditions during any 12-month period, we will provide you with a summary of the changes and let you know where you can obtain an updated copy.
- 22. 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).**
- 22.1** Please inform us immediately if at any time your status changes such that you become a **micro-enterprise or charity**.

22.2 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.

22.3 Condition 16.1 (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 15.4 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.

22.4 As you are not a micro-enterprise or charity Regulations 63 and 64 of the Regulations shall not apply and accordingly Condition 16.3 (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.

22.5 Conditions 17.2 and 17.3 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.

22.6 Condition 12.1 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.

22.7 Condition 21 shall not apply and shall be replaced with the following conditions:

22.7.1 We may vary our standard account charges, or introduce new ones by giving you at least 30 days' advance notice.

22.7.2 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.

22.7.3 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.

22.7.4 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.

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

24. 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**.

25. Using and Sharing Your Information

In this condition 25, the following words shall have the special meaning given below:

- "The Co-operative Group" means us, The Co-operative Group Limited (Co-operative Group), Co-operative Insurance Society Limited and any companies or organisations the bank, The Co-operative Group wholly or partly own or are owned by us at any time and any other independent UK Co-operative Societies
- "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.

Your information may be held by us in any form and on any Co-operative Group database and used by us and 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

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, products 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, 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.

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.

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.

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 and to confirm your identity for money laundering purposes, which may include checking the electoral register
- to any person we will or intend to transfer our rights or obligations
- if your card or PIN are lost or stolen, or to meet any obligations we may have under any card scheme your card is issued under.

We may disclose your information and, where applicable, your business partners' and anyone whom you are linked financially to 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 and/or periodic 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 will place a search footprint on your personal credit file and, where applicable, your business credit file. This may be seen by other lenders. Credit reference agencies supply us with both public (including the electoral register) and shared credit and fraud prevention information.

If you are a director, we will seek confirmation, from credit reference agencies, that the residential address that you provide is the same as that shown on the restricted register of directors' usual addresses at Companies House.

Information on applications will be sent to credit reference agencies and will be recorded by them including, where applicable, information on your business and its proprietors. The credit reference agencies may create a record of the name and address of your business and its proprietors if there is not one already.

We may also disclose information to 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. This information may be supplied to other organisations by credit reference agencies and fraud prevention agencies to perform similar checks and trace your whereabouts and recover debts that you owe. Records remain on file for six years after they are closed, whether settled by you or defaulted.

If you have borrowed from us and do not make payments that you owe us we will trace your whereabouts and recover debts.

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 other's 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.

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.

If you write to us and pay a fee you have the right of access to your information held by us. Write to us at Customer Care, The Co-operative Bank p.l.c, P.O. Box 101, 1 Balloon Street, Manchester M60 4EP.

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.

We may record and/or monitor telephone calls to enhance security, sort out complaints, improve our customer service and for staff training purposes.

26. This Agreement is governed by English Law.

27. General:

27.1 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.

27.2 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.

27.3 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.

27.4 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.

27.5 You may be liable for other taxes or costs that are not paid via or by us.

27.6 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.

27.7 You may not transfer any rights you may have against us to any other person.

27.8 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.

27.9 If you have a complaint please telephone us on 08456 066701 or write to **Customer** Feedback, 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 0800 023 4567/0300 123 9123.

Please call 08457 213 213 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 and 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.

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.

Calls may be monitored or recorded for security and training purposes.