

Business Charge Card Terms and Conditions

The **co-operative** bank
for people with **purpose**

In this agreement:

'we' or 'us' means The Co-operative Bank p.l.c., P.O. Box 101, 1 Balloon Street, Manchester, M60 4EP.

'you' means the person (or persons) who opened the Business Charge Card account.

If you are not a Micro-enterprise or Charity, certain terms may not apply and others will apply in their place. We will tell you in the relevant section if that is the case.



What do we mean by Micro-enterprise and Charity?

What do we mean by Charity?

This means a body defined by law as a charity and whose annual income is less than £1 million.

What do we mean by Micro-enterprise?

This means an enterprise which, at the date of entering into this agreement, has fewer than 10 employees and an annual turnover and/or balance sheet total of €2 million or less.

Please tell us immediately if at any time your status changes so that you become a **Micro-enterprise or Charity**.

1. Contacting each other

1.1 If you need to contact us, you can do so in the following ways:

Call 0345 606 6701.

Write to The Co-operative Bank p.l.c., P.O. Box 250, Delf House, Skelmersdale WN8 6WT.

1.2 We'll contact you using the details you give us. We can also give you notices or other information about your account in your monthly statements (paper or electronic). We'll communicate with you in English.

1.3 Where we refer to contacting you personally, this means we'll send you for example a personal letter or email or use a personal digital method such as Online Banking or text message.

1.4 We'll assume you've received any letter or other personal notice we send using your contact details within three Business Days after we've posted or sent it and that you've received any email or text message immediately.

1.5 You must tell us immediately if your or any cardholders' addresses or other contact details change. We can ask for evidence of the change. If you don't tell us about a change, we may charge you for the cost of tracing either you or the cardholders.

1.6 If we need to contact you about any actual or suspected fraud or security threats, we'll use the quickest and most secure way of contacting you (for example, we may try sending you a text message rather than calling you).

Look out for symbols and boxes that help you to understand our terms and conditions.

Key



Definitions



Points to note

2. Your account with us

- 2.1 You must hold a business current account with us for the duration of this agreement.
- 2.2 You must act and conduct your business in a way that complies with our Ethical Policy. The policy is subject to change from time to time. Full details are available on our website.
- 2.3 You must provide us with any financial and accounting information we request. You must also supply us with a copy of your audited or, where appropriate, certified profit and loss account and balance sheet as soon as they become available but always within 120 days of the end of the relevant financial accounting reference period.
- 2.4 We can disclose to our agents and subcontractors information about your card account, the use of the card(s) and your financial affairs. Similarly our agents and subcontractors can disclose such information to us.
- 2.5 We can 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.
- 2.6 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.
- 2.7 If you are a partnership and one or more of the partners dies, we'll make arrangements with the surviving partners as to the partnership's continuing liabilities.

3. Your credit limit

- 3.1 Your credit limit will be determined by us and advised to you from time to time. We will confirm what your credit limit is when we send your card to you.
- 3.2 You must inform us of individual cardholder limits and we'll tell the cardholder of their individual limit when we send them their card.

4. Using your card

- 4.1 We can issue a card and PIN for use by any individual nominated by you as a cardholder of the card account.
- 4.2 The card must be signed by the cardholder immediately on receipt and can only be used:
 - (a) by that cardholder;
 - (b) subject to the terms of this agreement and not for any illegal purpose;
 - (c) within the credit limit (any excess over the credit limit will be immediately repayable to us).
When working out whether a transaction you want to make is within your credit limit, we take account of transactions we have already authorised but have not yet charged to the account. For example, if you have £150 left within your credit limit and we give a hotel authorisation for a payment of £100, we cannot allow more than £50 to be spent on the account unless the hotel cancels the authorisation;
 - (d) during the validity period embossed on the card; and
 - (e) by the cardholder solely as your agent.
- 4.3 The card remains our property and you must return any cards promptly if we ask you to.
- 4.4 You, and any cardholder, may use the account for the following types of transaction:
 - (a) To make a purchase.
 - (b) To get cash or make a cash-related payment (such as buying traveller's cheques or foreign currency, placing a bet (or making other gambling payments), or buying money orders).
- 4.5 You are responsible for each cardholder's use of the account, including use that makes you break this agreement. For example if a cardholder makes a transaction that takes you over the credit limit, you will be responsible for repaying that sum (including any charges). We'll cancel the card when you tell us to, but you should also take reasonable steps to recover and destroy the card. We don't have an agreement with any cardholder so we cannot give them information about the account.
- 4.6 Some cash machines operated by other financial organisations may charge you; please check before using them.

- 4.7 We'll debit your card account with the amounts of all card transactions, any other liabilities of the cardholder and any loss incurred by us arising from the use of the card. You must pay us all amounts debited whether or not the cardholder signs a sales or cash advance voucher.
- 4.8 We convert into sterling the amount of any card transaction in a currency other than sterling using a reference rate set by VISA which is available on their website.
- 4.9 We can charge for converting the amount of a card transaction into sterling. This is set out in the Charge Card Tariff or you can ask us for details.

5. How you can give instructions and authorise transactions



What are security details?

These are personalised details you must use to make an instruction, confirm your identity or to access any payment device such as a card (for example a password, security code, PIN or, if available, biometric data such as a fingerprint).

What is a payment device?

This means a card or other device you can use to make payments or access your account.

- 5.1 You can give us telephone instructions using your security details for Telephone Banking. If you authorise a person (such as a cardholder) to use Telephone or Online Banking, this will override any existing arrangements you have with us. For example, if you have signing restrictions or instructions on your account mandate, these will not apply to the Telephone and Online Banking services.
- 5.2 A cardholder can use Telephone Banking to access the card account and give us instructions if they register and follow the Telephone Banking instructions.
- 5.3 When you, or a cardholder, make a transaction you must authorise it before we can charge it to your account. You do this by providing the card or other payment device and using your security details.
- 5.4 If your payment device and security details are used, we'll assume the transaction has been authorised by you or a cardholder. You must therefore tell us immediately if you don't recognise a transaction charged to your account and shown in your statement.
- 5.5 Sometimes we carry out additional monitoring or fraud prevention checks (or both). If we do, we won't treat a transaction as authorised until those checks are complete.
- 5.6 **What if you're using a service provided by a third party provider (TPP)?**



A TPP is a third party you can use to:

- give you consolidated information on payment accounts held by you with us and other banks; or
- initiate payments on your behalf, on your online payment accounts.

TPPs must be authorised by law to provide these services.

- (a) You can instruct a TPP to access information on your account and make payments from your account. We will treat any instructions from a TPP as if they are from you.
- (b) You should check from the information it gives you that the TPP you are thinking of using is authorised. We'll have to assume it's you authorising us to give access to information about your accounts if you give your security details to an unauthorised third party, and you'll be responsible for any payments made as a result. We'll block access to your account if we are aware that an unauthorised third party is using your security details.
- (c) We may deny TPPs access to your account if we are concerned about unauthorised or fraudulent access by that TPP. Before doing so, we'll tell you that we intend to deny access and give our reasons for doing so, unless this is not reasonably practicable, in which case we will tell you immediately afterwards. In either case, we will tell you in the manner which we consider most suitable in the circumstances but won't tell you where doing so would compromise our reasonable security measures or otherwise be unlawful. If we deny access to a TPP, we must also tell our regulator we have done so.
- (d) You must always tell us about unauthorised or incorrect payments even where you use a TPP.

6. Statements

- 6.1 We'll usually provide you with a statement each month (but **if you're a Micro-enterprise or a Charity**, we'll always do this). We'll also normally send a statement to each cardholder regarding transactions made by them. You must pay the full amount shown on your statement.
- 6.2 You can ask us for a copy statement at any time. We may charge for this – our charges are set out in the Charge Card Tariff.
- 6.3 Please check your statements carefully and tell us as soon as possible if there is an item you don't recognise. We'll investigate and correct any errors.
- 6.4 If you require any further information about individual transactions, we'll make this available to you if you call us.
- 6.5 If you don't receive your monthly statement, please contact us. If there is a balance to pay, you must pay us even if for some reason you have not received your statement.

7. Repayments

- 7.1 You must set up a Direct Debit to repay the full balance set out in your statement each month.
- 7.2 If the payment due date falls on a weekend or bank holiday, we will take the payment on the next Business Day.
- 7.3 If your Direct Debit bounces, we will debit your account directly when we see that funds are available.

8. Charges

- 8.1 We'll charge you a monthly fee that we'll debit from your card account for each card issued. Details of the monthly fee and any other charges are set out in the Charge Card Tariff.
- 8.2 **If you are not a Micro-enterprise or Charity:** We can charge you for your use of the account. Our charges will be such amounts we apply in accordance with this agreement or otherwise agreed with you. Such charges may not correspond to our actual costs of fulfilling our obligations regarding the payment services.
- 8.3 No fees or charges will be refunded in the event of cancellation of any or all of the cards issued.

9. Can we refuse to authorise a transaction?

- 9.1 We may refuse a transaction requested using your payment device and security details if:
- (a) there has been, or we suspect, a breach of security or misuse of your security details or a payment device;
 - (b) you or a cardholder has seriously or repeatedly broken these conditions;
 - (c) the proposed transaction would take you over the credit limit;
 - (d) we reasonably believe the transaction would break another term of this agreement;
 - (e) you've not provided any extra identification that we've reasonably asked for;
 - (f) we suspect fraudulent or criminal activity; or
 - (g) we reasonably believe that authorising the transaction would cause us to breach our legal or regulatory obligations.
- 9.2 If this happens, we'll contact you and will explain the reasons for the refusal, unless the law or any regulation prevents us doing so.
- 9.3 If you are using a payment device (such as a card) to make a payment or withdraw cash, the retailer or organisation that owns the cash machine will tell you the payment or withdrawal has been refused. For certain contactless transactions, it may not be possible to confirm at the point the card is used that the transaction has been refused.
- 9.4 We may delay a transaction for a short while if we need to check that the law allows us to make it.
- 9.5 If your card or payment is refused and we have not been able to tell you in advance, you can contact us and we'll explain the reasons for the refusal and what action you can take to correct this.

10. Limiting use of your account

- 10.1 We may prevent or limit the use of your account and the use of your or a cardholder's card if we think it is reasonably necessary:
- (a) to protect the security of the account;
 - (b) because we know of or suspect unauthorised or fraudulent use of your account; or
 - (c) because of a significantly increased risk that you may be unable to pay.
- 10.2 We'll contact you before or immediately after we suspend access unless the law or any regulations prevent us doing so.

11. Ending this agreement

- 11.1 This agreement has no fixed or minimum duration, so it will continue until you or we end it.
- 11.2 You can end this agreement and close your account at any time, without giving a reason, by phoning or writing to us at Customer Services Manager, The Co-operative Bank p.l.c., P.O. Box 200, Salford M50 2UE.
- 11.3 We can end this agreement and close your account at any time but we'll give you at least two months' personal notice **if you are a Micro-enterprise or Charity** and 30 days' notice if you are any other type of entity unless:
- (a) we reasonably believe you have broken this agreement seriously or persistently;
 - (b) you die, become or are likely to become bankrupt or insolvent or have a receiver, administrative receiver or administrator appointed over all or part of your property or undertaking or enter into a Voluntary Arrangement after you open an account;
 - (c) you have carried out or tried to carry out fraudulent or illegal activity on the account or any other service we operate, or we have reason to think you may do so in the future;
 - (d) we reasonably suspect that the use of the account carries an immediate financial-crime or money-laundering risk to the Bank;
 - (e) you have given false or materially incomplete information when applying to open the account or to use any service, or at any time afterwards;
 - (f) you have behaved improperly towards us or anyone providing services to us for example, if you have threatened, abused or harassed a member of staff; or
 - (g) you close your business current account with us.
- In these circumstances we may close your account and require you to repay immediately all amounts you owe us under this agreement in full together with any interest and charges that apply. We'll comply with all legal requirements before we do so.
- 11.4 We may add to your account any reasonable costs or expenses that we reasonably have to pay to enforce our rights. These include the cost of late-payment letters.
- 11.5 When this agreement ends you must:
- (a) repay everything you owe under the agreement including transactions that you've authorised but aren't yet shown on the account – the agreement won't end until you do;
 - (b) continue to comply with this agreement (and we'll continue to apply interest) until you've paid everything you owe under it; and
 - (c) not try to make transactions after the agreement has ended or the account has been closed.
- 11.6 You should return your cards or destroy them by cutting them into pieces and disposing of them.

12. What steps should you take to keep your account secure?

- 12.1 You must take (and you must ensure that cardholders take) reasonable precautions to prevent misuse of your account, any cards and your security details.
- 12.2 If you don't, we may block access to your account or additional services such as Telephone Banking. Reasonable precautions include:
- signing your card as soon as you are able once you receive it;
 - keeping your card or any other payment device and security details safe;
 - not allowing anyone else to use any payment device or security details;
 - never telling anyone your security details or writing them down in a way someone else may understand;
 - not choosing security details that may be easy to guess, such as your date of birth;
 - taking care when using your card or any other payment device and security details so that they are not seen or heard by anyone else;
 - keeping receipts and statements safe or destroying them safely, e.g. by shredding;
 - complying with all reasonable guidance we issue about keeping your payment device and security details safe; and
 - telling us as soon as possible of a change of name, address or other contact details.
- 12.3 If your card or security details are lost or stolen or you think someone knows them or has used or tried to use them, please tell us immediately.
- 12.4 You must provide any assistance we reasonably ask for regarding the loss or misuse of your card or security details. We may give the police or other authorities, in the UK or (if appropriate) abroad, information about you or your account to help investigate criminal activity, or ask you to contact them yourself. We may also pass information to other banks or to those involved in processing card payments to help investigate misuse or criminal activity.
- 12.5 We'll register you with a service called Verified by Visa to help reduce fraud. If you pay for goods or services ordered on the internet using your card and the retailer or supplier participates in Verified by Visa, you will need to use the service. If you do not use the service, we cannot authorise further internet transactions with participating retailers and suppliers.

13. Can you stop transactions you have authorised?

- 13.1 No, but you may be able to get a refund from the retailer. If we receive instructions or a refund voucher from a retailer, we'll credit your account and apply the refund amount from the refund date.
- 13.2 If you want to cancel a regular card payment or another card payment for a future date, you must tell us before 9pm on the Business Day before the payment is due to be made. We also recommend that you tell the retailer or organisation that collects the payment.

14. Liability for losses

- 14.1 **If you are a Micro-enterprise or Charity**, you must call us as soon as you notice an unauthorised payment has been taken from your account. We'll refund the amount of the unauthorised payment as soon as we reasonably can, and, in any event, before the end of the Business Day after you tell us, unless any of the following apply:
- (a) you tell us more than 13 months after the payment was made;
 - (b) we can prove that you acted fraudulently;



If you've acted fraudulently, you'll be responsible for all payments from your account.

(c) we can prove that the unauthorised payment was made because of your gross negligence; or



If you've been grossly negligent, you'll be responsible for all payments from your account until you've told us that the payment device or security details have been lost or stolen, or you suspect misuse.

An example of gross negligence would be knowingly giving your card and PIN or your online security credentials to someone else.

(d) we can prove that the unauthorised payment was made because the payment device was lost or stolen or we can show you failed to keep your security details safe. In this case you'll be liable for any unauthorised payments made before you tell us about the security breach up to a maximum of £35 and we'll reduce the refund by this amount.

You may not be liable in some other circumstances too – for example, you won't be responsible for any unauthorised payment if we don't apply procedures that we're legally required to use to check a payment has been authorised by you.

- 14.2 **If you are not a Micro-enterprise or Charity** and you or a cardholder tell us you have not authorised a payment transaction or you claim it was not correctly executed, then provided you can prove this and have notified us of the disputed transaction within 13 months of it being made, we will immediately refund the amount of the payment transaction to you. If applicable, we'll also restore the account to the state it would have been in had the unauthorised payment transaction not taken place.
- 14.3 We are not responsible for cash machines we don't own, or if any person, bank, retailer or other supplier does not accept your card as payment.
- 14.4 We are not responsible for any losses caused by abnormal and unforeseeable circumstances beyond our (or our agents' and/or subcontractors') control if the consequences would have been unavoidable despite our efforts to the contrary.
- 14.5 You will be responsible for any loss or cost (including the cost of arrears letters) that we have suffered because of any breach of this agreement by you or a cardholder.
- 14.6 We are responsible for the correct execution of payment instructions unless we can show that the payee's bank received the funds.
- 14.7 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.
- 14.8 **If you are a Micro-enterprise or Charity:** On your request we will make immediate efforts to trace the funds and tell you of the outcome. If we've made an error, we'll restore the card account without delay to the state it would have been had the error not taken place.
- 14.9 **If you are not a Micro-enterprise or Charity:** We'll only be responsible to you provided you tell us within three months:
- (a) for the incorrect execution of your payment instructions where we cannot prove that the payment instruction was properly entered; or
 - (b) for our failure 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'll make immediate efforts to trace the funds and tell you of the outcome. We can charge our costs for this. If we've made an error, we will restore your account without undue delay to the state it would have been had the error not taken place.

15. Payments into your account by mistake

If we receive a payment into your account from within the European Economic Area (EEA) which the payer says was made by mistake but, when we contact you, you tell us the payment was intended for you, the payer may ask their bank for all relevant information including your name and address and transaction information so the payer can contact you directly. We are legally required to share this information with them if this happens.

16. When will we give refunds for payments you have authorised?

- 16.1 **If you are a Micro-enterprise or Charity** and you give a retailer permission to take a payment or series of payments from your account, you can ask us to refund a payment if the conditions below are satisfied, provided you give us any information we reasonably need to investigate the payment. We'll refund it to you within 10 Business Days of receiving the request, or of receiving the further information we have asked you for, or we'll tell you our reason for refusing the refund.
- 16.2 The conditions that need to be satisfied are:
- (a) the payment was made in sterling, euro or another EEA currency and in the European Economic Area (EEA);
 - (b) the authorisation did not specify the amount of the payment you want us to refund;

- (c) the amount was more than you could reasonably expect, taking into account your previous spending pattern; and
 - (d) you make the refund request within eight weeks of the date the payment was made from your account.
- 16.3 You are not entitled to a refund if you gave your consent to the transaction directly to us and the recipient notified you of the amount in writing, or in another way you agreed, at least four weeks before the due date for payment.
- 16.4 **If you are not a Micro-enterprise or Charity** and if a payment authorised by you or a cardholder is to be initiated by a payee (such as a card payment), then we can debit the card account with the amount of the payment even though the authorisation did not specify an exact amount and the amount of the payment was more than you or the cardholder could reasonably have expected. You won't be entitled to request a refund in such circumstances.

17. Transfer of rights

- 17.1 We may transfer our rights or responsibilities (or both) under this agreement to any person if:
- (a) they are properly authorised and agree in writing to carry out all our duties and obligations under this agreement. If they do so, you agree that we'll be released from all those duties and obligations; and
 - (b) we reasonably believe they are capable of performing our responsibilities.
- Such a transfer does not affect any rights you have under this agreement.
- 17.2 You may not transfer any of your rights – including any rights you may have against us – or responsibilities under this agreement to any person.
- 17.3 A person who is not a party to this agreement (which includes any cardholder) 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.

18. Changes

- 18.1 If you don't pay off your full balance on time each month, you may incur interest. The interest rate we apply tracks the Bank of England base rate and so the rate you pay will change when the base rate changes, and by the same amount. The new rates will apply from the date the base rate changes. We'll tell you about the change as soon as possible afterwards, usually in your statement.
- 18.2 We can:
- (a) make changes to this agreement or the services;
 - (b) introduce new services or conditions;
 - (c) make changes to charges applicable to the account and introduce new charges.
- 18.3 If we make changes to our payment services or conditions regarding those payment services including unfavourable changes to payment services charges, we'll tell you of any change by personal notice at least two months (or 30 days **if you are not a Micro-enterprise or Charity**) before we make the change. The new service or conditions will apply to your account automatically. If you don't agree to such a change you can, at any time up to two months (or 30 days **if you are not a Micro-enterprise or Charity**) 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 don't switch or close your account, we'll assume you've accepted the change. Remember you can close your account at any time if you wish.
- 18.4 For all other changes to our services or conditions and charges including the fee for provision of the credit service:
- (a) if the change is more favourable to you we'll tell you of any change within 30 days after the change has been made in national press adverts, 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;

- (b) if the change is not favourable to you, we'll 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. 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 don't switch or close your account we'll assume you've accepted the change. Remember you can close your account at any time if you wish.
- 18.5 If we make a number of changes or a major change to this agreement during any 12-month period, we'll provide you with a summary of the changes and let you know where you can get an updated copy.

19. Set-off

- 19.1 If money you owe us has not been paid and is due for payment, we have the right to use set-off.
- 19.2 Set-off means that if any account you hold with us is in credit, we may use that money to reduce or repay any amounts you owe on other accounts you hold with us in your name. These include charge cards, loans or overdrafts but exclude any personal accounts you hold with us. We will use set-off if we think it reasonable to do so, taking into account any regulatory requirements. If we are going to use our right of set-off, we will tell you at least 14 days before we do so.
- 19.3 If we use money from an interest-bearing account, we'll apply interest to the money in that account up to the date of set-off. After the date of set-off, interest will only be payable on any credit balance remaining in your account, as applicable. We won't use balances on any fixed-term deposit accounts before maturity to set off amounts you owe.

20. What law applies to this agreement?

- 20.1 This agreement (and any dealings with you before the agreement) is governed by the laws of England and Wales. Any dispute that arises regarding this agreement will be dealt with by any court in the United Kingdom, Isle of Man or Channel Islands that is able to hear the case.

21. Complaints

- 21.1 If you have a complaint, please contact us using the details at the front of this booklet. We'll send you a written acknowledgement and keep you informed of our progress until your complaint has been resolved. We'll do everything we can to sort out the problem.
- 21.2 If you still remain dissatisfied you can refer your complaint to the Financial Ombudsman Service, if you are eligible to use their service, by writing to them at: Financial Ombudsman Service, Exchange Tower, London E14 9SR, calling them on: **0800 023 4567** or **0300 123 9123**, by email at **complaint.info@financial-ombudsman.org.uk** or visiting their website at **www.financial-ombudsman.org.uk**. If you are not eligible to use the Financial Ombudsman Service please note we do not use any alternative dispute resolution services.

22. Use of your data

You explicitly consent to us accessing, processing, and retaining any information you provide to us, for the purposes of providing payment services to you. This does not affect any rights and obligations you or we have under data protection legislation. You may withdraw this consent by closing your account. If you do this, we will stop using your data for this purpose, but may continue to process your data for other purposes.

23. Other things you should be aware of

- 23.1 If we relax our rights against you under this agreement on one or more occasion, this will not prevent us strictly applying our rights against you at any time.
- 23.2 You can be responsible for other taxes or costs that are not paid via or by us.
- 23.3 You may ask us for a copy of this agreement at any time.

Please call 03457 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 p.l.c. is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (No.121885). The Co-operative Bank, Platform, smile and Britannia are trading names of 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 provided by The Co-operative Bank p.l.c. and are subject to status and our lending policy. The Bank reserves the right to decline any application for an account or credit facility. The Co-operative Bank p.l.c. subscribes to the Standards of Lending Practice which are monitored by the Lending Standards Board.

*Calls to 03 numbers cost the same as calls to numbers starting with 01 and 02. Calls may be monitored or recorded for security and training purposes.

Information correct as at 06/2021.