

barclaycard commercial gold credit card terms and conditions

Credit Card Agreement Regulated
by the Consumer Credit Act 1974

Barclaycard Commercial Gold Credit Card Terms & Conditions Credit Card Agreement Regulated by the Consumer Credit Act 1974

These are the terms and conditions of the agreement between us, Barclays Bank PLC, Barclaycard Commercial, Northampton NN4 7SG ("us") and you, the person or organisation which entered into this agreement.

If there is more than one of you, these terms and conditions apply to all of you together and each of you on your own. In Condition 1 of the full terms and conditions, we have set out some special meanings we have given to words in this agreement.

KEY FINANCIAL INFORMATION

AMOUNT OF BUSINESS CREDIT	We will tell you your Business Credit Limit when you receive your Card. We may change your Business Credit Limit based on our assessment of your Account and will tell you about these changes. We may restrict cash withdrawals from time to time and will notify you of this restriction.
MINIMUM REPAYMENT	You must pay at least the minimum payment every month of 5% of the balance shown on the statement (minimum £5 or the full balance if less than £5) for your Account. Payments are due by the due date shown on your statement which is usually 25 days after your statement date.
APR (VARIABLE)	19.9%

OTHER FINANCIAL INFORMATION

ANNUAL INTEREST RATE (VARIABLE)	Purchases 15.2% p.a. charged on the Standard Balance (Standard Rate)	Cash Advances 26.9% p.a. charged on the Cash Balance (Cash Rate)
OTHER RATES	If we make a promotional rate available to you we will notify you of the applicable rate before you make the Transaction.	
INTEREST CHARGING INFORMATION	We will not charge interest on items added to your Standard Balance since your last statement if you pay your current statement balance in full by your payment due date. Interest will be charged on items added to your Cash Balance from the date the Transaction is charged to your Account. We will not charge interest on Default Charges for 28 days starting from the date that we give you notice that a Default Charge has been applied to your Account. If you do not pay the balance due in full, we will charge interest on all Transaction amounts from the date the Transaction is charged to your Account until the balance is repaid in full. We add interest to your Account on the date of your statement each month. This means that you will generally pay interest on interest. However, we will only charge simple interest on Default Charges (i.e. we will not charge interest on interest). Interest is calculated on a daily basis.	
ALLOCATION OF PAYMENTS	If you make a payment that isn't enough to pay the total outstanding balance in full by the payment due date, we will apply the amount you do pay to reduce your balance in this order: 1. Default Charges and any interest on Default Charges 2. Promotional Balances 3. Interest 4. Annual card fees and other fees and charges 5. Purchases 6. Cash Balance 7. Other balances on your Account.	
CHANGES TO THE APR	The APR above does not take into account any changes we may make to the interest rates or charges by advising you under Condition 9 in the full terms and conditions.	
TOTAL CHARGE FOR CREDIT	If you create a Standard Balance of £1,500 in a given month and subsequently choose to repay us in full by making twelve equal monthly instalments, the total charge for credit would be £152.97 (interest of £120.97 plus an annual fee of £32).	

KEY INFORMATION

DEFAULT CHARGES Late or missed payment	We will charge you for any reasonable costs or losses we incur if you break this agreement, including the following charges: £25
Limit exceeded	£25
Returned payment	£25
FEES AND CHARGES Fees	£32 annual fee per Gold Card payable on opening the Account and on each anniversary of your Account opening. £32 per annum for each additional Gold Card.
Cash withdrawals	3% of amount or minimum £3.
Cash withdrawals abroad	3% of amount or minimum £3 plus 2.99% foreign exchange fee.
Convenience cheques	3% of amount or minimum £3.
Balance Transfers	2.5% of balance transferred.
Foreign currency transactions	2.99% foreign exchange fee.
Copy of statements	£3 for a copy of any statement.
Copy of sales voucher	£5 per item. There will be no charge if the copy reveals that the Transaction has been wrongly put on your Account.
Additional reports	We may charge a fee for any report we provide you with which relates to the use of this Account.

OTHER INFORMATION

MISSING PAYMENTS	Missing payments could have severe consequences and make obtaining credit more difficult.
IMPORTANT – READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS	The Consumer Credit Act 1974 lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, the creditor cannot enforce this agreement without getting a court order. The Act also gives you a number of rights: 1) You can settle this agreement at any time by giving notice in writing and paying off the amount you owe under the agreement; 2) If you received unsatisfactory goods or services paid for under this agreement, apart from any bought with a cash loan, you may have a right to sue the supplier, the creditor or both; 3) If the contract is not fulfilled, perhaps because the supplier has gone out of business, you may still be able to sue the creditor. If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.
THEFT, LOSS OR MISUSE OF BARCLAYCARD COMMERCIAL CARD	If your Barclaycard Commercial Card is lost, stolen or misused by someone without your permission, you may have to pay up to £0 of any loss to us. If it is misused with your permission you will probably be liable for ALL losses. You will not be liable to us for losses which take place after you have told us about the theft.

OTHER INFORMATION

YOUR RIGHT TO CANCEL	Once you have signed, you will have for a short time a right to cancel this agreement. You can do this by sending or taking WRITTEN notice of cancellation to Barclaycard Commercial, PO Box 3000, Teesdale Business Park, Stockton-on-Tees TS17 6YG. If you cancel this agreement, you will still have to repay any money lent to you. But if you repay all of it before your first instalment is due you will not have to pay interest or other charges. Any money you have paid, goods given in part-exchange (or their value) or security you have given will be returned to you. Any goods which you already have under the agreement, apart from any purchased out of a cash loan, will have to be returned. Such goods should not be used and should be kept safe. (Legal action may be taken against you if you do not take proper care of them.) You can wait for them to be collected from you and you need not hand them over unless you receive a written request. You will not, however, be required to hand back any goods supplied to meet an emergency or which have already been incorporated, for example in your home. But you will still be liable to pay for emergency goods or services or for any goods which have been incorporated by you or one of your relatives.
-----------------------------	---

Please note that the Consumer Credit Act does not apply to corporate entities. If you are a Limited Company, Limited Liability Partnership or other Corporate Entity, this agreement will not be regulated by the Consumer Credit Act. The above notices in the 'Other Information' section and cancellation rights will not apply.

Terms and Conditions

1. Definitions

In this agreement, "**Account**" means your Barclaycard Commercial Credit Card account with us for which we have issued one or more Cards under the terms of this agreement. "**Business Credit Limit**" means the aggregate amount of credit we assign to all Cards on an Account. Within the Business Credit Limit we may also define a "**Cash Limit**" which will be the total amount of credit which can be drawn down through cash or cash equivalent Transactions. A "**Card**" means any Barclaycard Commercial Credit Card issued to a cardholder under this agreement. "**Card Details**" means any information relating to a Card, including the Card number, which may be required to make a Transaction. "**Balance Transfer**" means the transfer to the Account of an amount you owe another lender relating to a credit card, store card or loan or any other Transaction that we tell you is to be treated as a Balance Transfer. We reserve the right to decline a Balance Transfer. A "**Director**" means any Director who has signed this agreement on your behalf (where you are a corporate entity). A "**Transaction**" means any payment made or cash advance obtained by the use of the Card or any Card Details or in any manner authorised by you or any cardholder. "**We**", "**us**" and "**our**" refer to Barclays Bank PLC, its subsidiaries, associated and affiliated companies. "**You**" and "**your**" means the person or organisation entering into this agreement with us, being an individual, partnership, limited partnership, limited company, charity, public authority or other entity (corporate or otherwise).

2. Barclaycard balances and payments

2.1 Amounts added to your Account will be allocated to one of the following balances:

- Cash Balance: for cash withdrawals, the purchase of currency, traveller's cheques, cheques and Balance Transfers which are not subject to promotional terms (and interest and charges on these amounts);
- Promotional Balance: for Transactions with promotional terms which we will tell you about before you make the Transaction including promotional cheques and Balance Transfers;
- Standard Balance: for purchases or other amounts added to your Account which are not subject to promotional terms.

2.2 At the end of their promotional periods, Promotional Balances will be transferred to the Standard Balance and the Standard Rate will apply unless they relate to cash or cheque Transactions in which case they will be transferred to the Cash Balance and the Cash Rate will apply. We will also apply the Standard Rate (or Cash Rate if applicable) to Promotional Balances before the end of their promotional periods if you do not make at least your minimum payment by the payment due date or if you exceed your Business Credit Limit at any time.

3. How can you use the Account, Card and Barclaycard Commercial cheques?

3.1 This agreement applies to your Barclaycard Commercial account under which we provide you with credit up to your Business Credit Limit. The Business Credit Limit is allocated to your Cash Balance, Promotional Balance or Standard Balance. We will provide you with credit in the manner set out in and subject to these terms and conditions.

3.2 You can ask us to issue an additional Card to any person you nominate as long as they are eligible for a Card.

3.3 You must ensure that your Card is signed immediately on receipt and that you comply with Condition 7 and any reasonable instructions that we may give about using Cards, including Card Details and PINs, and keeping them safe.

3.4 We may from time to time allow cardholders to use cheques on your Account. If we do allow this we will notify you when we send the cheques.

3.5 Subject to Condition 8, you are responsible for all use of your Account by cardholders, even if they do something which makes you break this agreement. You must ensure that each cardholder uses their Card (and cheques if applicable) according to the terms of this agreement.

3.6 If you want to cancel any Card, you are responsible for destroying the Card.

3.7 You must not exceed either your overall Business Credit Limit or your Cash Limit. We may refuse any Transaction if we reasonably consider that it could result in you exceeding either your Business Credit Limit or your Cash Limit. If we authorise a Transaction and you exceed your Business Credit Limit or your Cash Limit as a result this does not mean that we have agreed to an increase in the relevant limit.

3.8 You are not supposed to run your Account in credit. If there is a credit balance we may return it to you.

3.9 When considering whether you might exceed your Business Credit Limit (or your Cash Limit) as a result of a Transaction, we may take into account amounts that have not yet been added to your Account balance such as prospective Transactions that we have authorised or interest, fees or charges that you might incur.

3.10 If you or any cardholder uses the Card for non-sterling Transactions, the Transaction is converted to sterling at a reference exchange rate which includes the foreign exchange fee listed under Charges. The reference exchange rate is available if you contact us in accordance with Condition 14. This may not be the same as the exchange rate on the date of the Transaction.

3.11 Barclaycard Commercial cheques can only be used for making sterling Transactions and cannot be used to make payments to us.

3.12 Cards may not be used for any illegal purpose or in any manner prohibited by law, including (where applicable) Section 204 of the Companies Act 2006. Cards should only be used for legitimate expenditure for or on behalf of your business. Any Card held by a person as an employee of an organisation, must only be used for authorised Transactions relating to the business of that organisation during his or her employment.

3.13 A Card may not, in any circumstances, be used to guarantee payment of any cheque or as evidence of identity to help you or a cardholder to cash a cheque.

3.14 For cash advances, a Card may only be used within the daily cash advance limit agreed by us and notified to you from time to time.

3.15 We will tell you if you can make a Balance Transfer and the financial terms which relate to that Balance Transfer. You may only make Balance Transfers in sterling from another financial institution in the UK.

3.16 If you or any cardholder instructs us to make a payment from your Account (this would not include purchases), the payment will normally reach the recipient account on the next working day but in any event, by no later than three working days after we receive the payment instruction. If you give the payment instruction outside working hours, for the purpose of processing the Transaction, we receive it on the next working day.

3.17 Cards and unused Barclaycard Commercial cheques belong to us. Where Condition 12 applies we can ask, you and any cardholder not to use them and you must return them to us. If we ask you to return a Card or if we believe a Card is being misused, we may put a stop on it or ask others to hold onto it for us for the reasons set out in Condition 12.1 and 12.2.

3.18 We may send you another Card, including one which you then qualify for, as a replacement for an existing Card or as an additional Card on your Account. The card that we send you may have a different Account number, different branding or be part of a different card acceptance scheme. The terms that apply to the new Card will be the same or better than your existing terms. We will tell you about any changes to the terms under Condition 10.

3.19 The annual fees set out under Fees and Charges are payable on opening the Account, taking out additional Cards and each year on the anniversary of your Account opening.

4. How you can authorise payments?

4.1 If any cardholder wants to make a payment using a Card, Card Details or Barclaycard Commercial cheque, the cardholder needs to authorise the Transaction so that we can check that it is genuine. We will treat the Transaction as genuine if the following items that are personal to the cardholder have been used:

- (a) a physical device, such as the Card; or
- (b) a set of procedures involving, for example, the use of a password, personal identifier(s), codes, Personal Identification Number(s) (PINs) or biometric data; or
- (c) a physical device and a set of procedures (like the Card used with the PIN or security code or your Barclaycard Commercial cheque with your signature).

4.2 Once the cardholder has authorised a payment from your Account, we cannot change or cancel it, except in the circumstances described below. We cannot cancel authorised payments that have not yet been processed. You may be able to cancel Transactions that you or the cardholder have authorised for a future date (including recurring Transactions) by contacting the retailer before the date on which the payment is due to be made.

5. When must you make payments to us?

5.1 You must make all payments to us in sterling.

5.2 You must make all payments by the payment due date. To help you to do this, your monthly statement will tell you how to make payments to reach us on time. Where we become aware that your monthly payment was received on or before the payment due date but credited to your Account after this date because of an error by us, we will either refund or not charge a late payment fee and any interest.

5.3 If we offer you a payment holiday you will not need to make any minimum payments during that period. You will still be charged interest on your Account.

6. How can you keep track of your spending?

6.1 We will send you, or make available to you electronically, a monthly statement showing your payments to us and all the amounts we have put on your Account since your last statement. You must tell us if your statement includes something you think is wrong.

6.2 If for some reason we cannot produce or send a statement, we will use your normal monthly statement date to work out any interest on your Account and what your next payment date will be.

7. What must you do to keep and protect your Card and your Details?

7.1 You and each cardholder must:

- (a) keep the Card (including the Card Details) and Barclaycard Commercial cheques safe and not allow anyone else to use them; and
- (b) learn your PIN and other security information and keep them secret at all times, never write the PIN on the Card or on anything usually kept with it or write down or record the PIN or other security information without first disguising it. Always destroy the letter with your PIN straightaway.

7.2 You must only reveal the Card Details to make a Transaction, to report the loss or theft of the Card or if we allow you to do so.

8. What happens if your Card, Card Details and PIN are lost, stolen or misused?

8.1 You must tell us as soon as possible using the contact details in Condition 14 if a Card, Card Details or cheques are lost or stolen, if you think that they may be misused (which includes if they are used without proper authorisation), or that someone else may know the PIN. If you later find them you must destroy them.

8.2 You must give us all the information you have about the loss, theft or misuse. We may give the police any information we think will be useful.

8.3 You will not be responsible for any Transactions if a Card or Card Details are lost or stolen or a Card is misused before you or any cardholder receives it, but you must tell us as soon as you become aware. If someone uses a Card or Card Details and obtained it with either your, or a cardholder's permission, you may be liable for all the Transactions which take place before you tell us that it may be misused. You will not be liable for any Transactions where you or a cardholder have not given permission for someone else to use the Card or Card Details.

9. What about refunds and claims against us?

9.1 We will only give you a refund on your Account for a Transaction if the retailer asks us to or in accordance with Condition 9.5. You cannot use a claim you may have against someone else to make a claim against us, or refuse to pay us, unless you have a legal right to do so. You cannot transfer any rights against us to anyone else.

9.2 Condition 9.1 does not affect your rights under Section 75 of the Consumer Credit Act 1974.

9.3 Where you or a cardholder have agreed that another person in the European Economic Area can take a payment from your Account (eg if you have given your card details to a retailer for the purpose of making a payment), you can ask us to refund a payment if all the following conditions are satisfied:

- (a) the authorisation you or the cardholder gave did not specify the exact amount to be paid;
- (b) the amount that has been charged to your Account was more than you could reasonably have expected to pay, based on the circumstances, including the cardholder's previous spending patterns; and
- (c) you make the refund request within eight weeks of the date when the payment was charged to your Account.

9.4 We will ask you to provide information which is reasonably necessary to allow us to investigate whether or not you are entitled to the refund.

9.5 If you tell us that a Transaction was not authorised by you or a cardholder, we will carry out an investigation and, as soon as we are reasonably satisfied that the payment was not authorised, we will cancel the amount charged to your Account and will return your Account to the position it would have been in if the unauthorised Transaction had not taken place. We will have no further liability to you.

10. Could the terms of this agreement change?

In this condition we set out how and when we can make changes to this agreement.

10.1 Changes to interest rates and charges

(a) We may change our interest rates and charges, including by introducing a new type of fee or charge, if there is a change (or we reasonably expect that there will be a change):

- in the costs we incur in providing the Account (including funding costs); or
- in regulatory requirements.

Where we make a change to comply with a regulatory requirement, the change will be a fair proportion of the cost of compliance on our business, as reasonably estimated by us. Other changes will respond proportionately to changes in our costs. We will not change interest rates and our charges to cover the same cost twice.

(b) We may increase the interest rates on your Account because we think there is an increased risk that you might not be able to repay what you owe us, but we will not do this without first taking into account factors such as how you manage this or other Accounts, your financial situation and your credit rating. If we increase your interest rates for this reason, you will be treated as accepting the increased rate unless you tell us, before it takes effect, that you want to end this agreement rather than continue it with the change. In this case we will not make the interest rate change (but we will make any other changes we tell you about) and the provisions set out in Condition 11.1 will apply.

- as long as you are able to end the agreement without charge under this Agreement (or we agree that we will not make a charge that would otherwise apply), we may also change our interest rates and charges, including by introducing a new type of fee or charge, for a valid reason which is not set out in this condition.

- we will not change a fixed or promotional rate on an Account for as long as we have agreed to keep it fixed.

10.2 Changes to terms (other than interest rates and charges)

(a) We may upgrade your Account or enhance the services we provide to you if we reasonably consider this is to your advantage and there is no increased cost to you.

(b) We may also change any of the other terms of this agreement for any of the following reasons:

- where we reasonably consider that:
 - the change would make the terms easier to understand or fairer to you; or
 - the change would not be to your disadvantage; or
- to make reasonable changes to the way we look after your accounts as a result of changes in:
 - the banking or financial system;
 - technology; or
 - the systems we use to run our business; or
- as a result of a regulatory requirement (or where we reasonably expect that there will be a change in a regulatory requirement).
- changes to all terms (including interest rates and charges).
- as long as you are able to end the agreement without charge under this agreement (or we agree that we will not make a charge that would otherwise apply), we may change any of the terms of this agreement (including interest rates and our charges) for any reason not listed above.

10.3 Notifying you of changes

a) We will give you at least two months' advance notice of all changes, unless the change is to your advantage (for example when we reduce your interest rate). In this case, we will still give you notice but we may make the change more quickly. We will tell you about changes by putting messages in your monthly statement, or sending you a separate written notice by post or electronically (which includes e-mail, text messages or similar).

b) We will tell you when changes will come into effect. If you do not want to continue the agreement with the change, you must write to us under Condition 11.1 to end the agreement. The change will apply to your agreement until the agreement ends. Condition 11.1 explains when this happens.

10.4 Changes for specific regulatory requirements

Some of the terms of this agreement reflect our understanding of regulatory requirements that will not have been published when this document is printed. If we find that any term is inconsistent with a regulatory requirement which is published after this document is printed, we will not rely on that term but will treat it as if it did reflect the relevant regulatory requirement. If we need to make operational changes before we can fully comply with the new regulatory requirement, we will make those changes as soon as reasonably practicable. We will update our terms and conditions to reflect the new regulatory requirement when they are next reprinted.

11. How can this agreement be ended?

11.1 Either of us can close the Account by giving written notice to the other. You may alternatively notify us by telephone to the number listed in Condition 14 below (and notice by one of you will be binding on all of you). Unless Condition 11.2 applies, we will give you two months' notice before we close the Account. You must destroy all Cards and unused cheques and cancel any instructions you have given to others to charge Transactions to your Account. You must make all payments due and this agreement will continue until all amounts you owe have been paid including amounts added to your Account after the notice to close the Account. Where you have paid an annual fee we will refund the annual fee on a pro rata basis dependent on the number of months which have elapsed from the date the annual fee was debited to the Account.

11.2 We may close your Account and require you to repay immediately all amounts you owe us under this agreement:

- we reasonably believe that you have broken this agreement or any other agreement you have with us regularly or seriously; or
- if as a sole trader or partner you die, or you become bankrupt or are likely to become bankrupt or if as a person or organisation (whether incorporated or not) any step, application or proceeding is taken by you or in respect of the whole or any part of your undertaking for a voluntary arrangement or composition or reconstruction of your debts, winding up, dissolution, administration or receivership (administrative or otherwise) but we will follow any legal requirements before we do so.

11.3 Interest will continue to be charged on all outstanding balances on your Account until payment or any judgement against you.

12. Why we might restrict account use

12.1 We may prevent or limit use of your Account if we reasonably consider it necessary:

- to protect the security of your Account; or
- because we suspect there may be unauthorised or fraudulent use of your Account; or
- because of a significantly increased risk that you may be unable to pay. If we do, we will let you know.

12.2 We may refuse to approve a Transaction if:

- we reasonably consider it necessary to protect the security of your Account;
- you have exceeded a limit (such as your Cash Limit or Business Credit Limit);
- we are required to by law or by a court or other authority or by another duty which applies to us;
- the payment seems unusual compared with the way you or a cardholder normally use a Card;
- you, or a cardholder, have reported your Card as lost or stolen;
- we reasonably suspect fraud or illegality;
- in the case of a Balance Transfer, the instructions you have given us are unclear or incorrect;
- if we feel it necessary as a matter of responsible lending; or
- if we reasonably believe that allowing the Transaction would damage our reputation.

If we refuse a Transaction, either we or a retailer will let you know and you can contact us to find out why we have refused to approve the Transaction.

12.3 If we refuse a Transaction this agreement will continue and we will not be responsible or incur liability for any loss or damage you or an additional cardholder may suffer as a result.

12.4 If you have asked us to make a Balance Transfer:

- if we fail to process the payment correctly in accordance with your instructions we will, on request from you, restore your Account to the state it would have been had the Balance Transfer not taken place; and
- where you have given us incorrect details but a Balance Transfer has still taken place, we will take reasonable steps to recover any amounts sent and may charge you a reasonable fee for doing so.

13. General

13.1 If we break this agreement, we will not be liable to you for losses and costs caused by abnormal or unforeseeable events, such as any machine failing to work and industrial disputes or other events that we cannot reasonably control and which would have been unavoidable despite all efforts to prevent the event happening, or resulting from us complying with any relevant requirement under any law or regulation to which we are subject.

13.2 You must tell us as soon as possible if there is a change to your or your business' name, postal address, e-mail address or telephone number and if any of these details change for any additional cardholder.

13.3 Where you hold the Card as an employee, you must tell us as soon as possible if you have ceased or are about to cease your employment with the relevant organisation or if the organisation withdraws your authority to use the Card.

13.4 You must have a UK business address. You must tell us if you cease to have a UK business address.

13.5 We may transfer to any other person any or all of our rights and duties under this agreement at any time (including, without limitation, our duty to lend to you). We may do this without telling you. Your rights under this agreement and your legal rights (including those under the Consumer Credit Act 1974) will not be affected.

13.6 If you have authorised any third party to take regular payments automatically from your Account (continuous payment authorities), future payments can only be cancelled by giving direct instructions to the third party. We cannot cancel them for you.

13.7 There may be other taxes and or costs, which are not paid through us or charged by us, that you have to pay in connection with this agreement.

13.8 The terms of this agreement, and our dealings with you with a view to entering into this agreement, are governed by English law and subject to the exclusive jurisdiction of the English courts. This agreement is in English and we will only communicate with you in English.

14. How can you contact us?

14.1 You can contact us for advice or with queries via our website at www.barclaycard.co.uk/commercial, write to us at the address below or visit a Barclays branch. If your Card, Card Details or PIN are lost or stolen, call us on 0844 822 2111* or write to us at Barclaycard Commercial, PO Box 3000, Teesdale Business Park, Stockton-on-Tees, TS17 6YG.

14.2 If you have any questions relating to your Account including any difficulty with your payments, call Customer Services. If we ask, you must write to us within seven days to confirm your call.

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

15. How we use your information

15.1 We will store and process your information on the Barclays Group computers and in any other way. By 'your information' we mean personal and financial information we (a) obtain from you or from third parties, such as credit reference agencies (who may search the Electoral Register), fraud prevention agencies or other organisations when you apply for an account or any other product or service or which you or they give to us at any other time or (b) learn from the way you use and manage your Account(s), from the Transactions you make such as the date, amount, currency and the name and type of supplier (eg supermarket services, medical services, retail services) and from the payments which are made to your Account.

15.2 We and other companies in the Barclays Group will use your information to manage your Account(s), give you statements and provide our services, for assessment and analysis (including credit and/or behaviour scoring, market and product analysis) and to develop and improve our services to you and other customers and protect our interests.

15.3 We and other members of the Barclays Group will use your information to inform you by letter, telephone (including automated dialling, digital television and sending text messages) or computer about products and services (including those of others) which may be of interest to you.

15.4 You must write to us at Barclaycard Commercial, PO Box 3000, Teesdale Business Park, Stockton-on-Tees TS17 6YG if you don't want us to tell you or allow other members of the Barclays Group to tell you about other products and services. In order for us to ensure that we note this in all our records, it would help us if you give us your bank details and the numbers of any cards, insurance, unit trust and other accounts or policies.

If you are not eligible for a Barclaycard Commercial Credit Card at this time, unless you write to the address above you agree that we may use your information to send you details of alternative products (including those of other companies).

15.5 You can ask us for a copy of the information we keep about you. A fee will be charged for this service. You agree that calls between us may be recorded and/or monitored.

15.6 We use credit reference agencies and fraud prevention agencies to:

- Make enquiries when you ask for any lending products, or to assist us in managing your Account, for example if we wish to consider changing your Business Credit Limit, or offering you other products, now or in the future;
- Share information about you and how you manage your Accounts and if you give us false or inaccurate information or we suspect fraud.

15.7 Credit reference agencies keep a record of our enquiries and may record, use and give out information we give them to other lenders, insurers and other organisations. This also applies to fraud prevention agencies if you give us false or inaccurate information or we suspect fraud. This information may be used to make assessments for credit and to help make decisions on you and members of your household, on credit, motor, household, life, and other insurance facilities (including handling claims), for debt tracing and to prevent fraud and money laundering. Information held about you by the credit reference agencies may already be linked to records relating to one or more of your partners where a financial 'association' has been created. Any enquiry we make at a credit reference agency may be assessed with reference to any 'associated' records. We may give information about you and how you manage your Account to the following:

- People who provide a service to us or are acting as our agents, on the understanding that they will keep the information confidential;
- Anyone to whom we transfer or may transfer our rights and duties under this agreement.

We may also give out information about you if we have a duty to do so or if the law allows us to do so. Otherwise we will keep information about you confidential.

15.8 If we transfer your information to a service provider or agent in another country, we will make sure that the service provider or agent agrees to apply the same levels of protection as we are required to apply to information held in the UK and to use your information only for the purpose of providing the service to us.

Regulatory information

About us

Should you have cause to complain about Barclaycard Commercial products or services, please write to us at Barclaycard Commercial Customer Relations, Barclaycard House, Stockton-on-Tees TS17 6YG or call us on 0844 822 2111*. We will be pleased to help you and explain our Complaints Procedure. Barclays Bank PLC is covered by the Financial Ombudsman Service (UK branches only). If we do not resolve your complaint internally to your satisfaction, you may be able to refer it to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR.

We provide credit products to consumers and are licensed for this and related purposes by the Office of Fair Trading (licence number 005116). We are also authorised and regulated by the Financial Services Authority (reference number 122702); are members of the British Bankers' Association; and subscribe to the Banking Code and Business Banking Code. You can obtain a free copy of the Banking Codes from any branch of Barclays or by telephoning the Barclays information line on 0800 400 100. Barclays Bank PLC is a company registered with the Registrar of Companies for England and Wales, Company No 1026167, Registered Office: 1 Churchill Place, London E14 5HP.

Responsible lending

Barclays is a responsible lender. We will check and appraise the financial circumstances of your application carefully and make any credit reference, fraud or other enquiries we consider appropriate. Credit reference and fraud prevention agencies maintain a record of our search. This will include whether you have given us false or inaccurate information or we suspect fraud. These enquiries depend on our submitting Barclaycard Commercial account information on a regular basis to licensed credit reference and fraud prevention agencies. This is then shared with other lenders and insurers in assessing applications for credit and all types of insurance for you and other members of your household. It is also used to prevent fraud and money laundering. It is important that you do not take on more borrowing than you can afford. If you enter into this agreement, you will be agreeing to these responsible lending practices. Remember if you run into difficulties with your repayments, please contact us immediately.